

GLADES COUNTY, FLORIDA
FIRST ADDENDUM TO REQUEST FOR QUALIFICATIONS NO. 2023-03
FOR PROFESSIONAL SERVICES ON THE ROAD RESURFACING
CONSTRUCTION PROJECT – FDOT PROJECT NO. 446328-1

Glades County, Florida (hereinafter referred to as “County”), through the Glades County Board of County Commissioners (hereinafter referred to as “BoCC”), has previously released a Request for Qualifications No. 2023-03 (“RFQ”), seeking responses related to the County’s road construction (road resurfacing) project in Glades County which is generally known as the Lake Drive West (from South of Trout Street to SR 78) Construction Project, FDOT Project No. 446328-1 (“Project”).

The following requirements and modifications are hereby made to RFQ No. 2023-03:

1. State Funded Grant Agreement Requirements

This project is funded through a State Funded Grant Agreement; therefore, all State Funded Grant Agreement requirements must be satisfied, including, but not limited to the following, all of which shall be included as provisions in the Professional Services Agreement entered between Glades County and the selected Responder under the Professional Services RFQ:

- a) All contractors and subcontractors must comply with all terms and conditions of the State-Funded Grant Agreement and all federal, state, and local laws and regulations applicable to the Project. (State-Funded Grant Agreement, Section 8.c.)
- b) For Construction Engineering Inspection (CEI) Contracts, administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Florida Department of Transportation (Department). (State-Funded Grant Agreement, Section 10.d.)
- c) Design services and CEI services may not be performed by the same entity. (State-Funded Grant Agreement, Section 10.f.)
- d) Glades County, as the recipient under the State Funded Grant Agreement, and all contractors and subcontractors of Glades County on the Project shall adhere to any and all FDOT Conflict-of-Interest Procedures. (State-Funded Grant Agreement, Section 10.f.)
- e) All records related to the Project shall be retained for a minimum of 5 years from date of final payment. (State-Funded Grant Agreement, Section 12.c.)
- f) Respondents to the Professional Services RFQ cannot be on the convicted vendor list as determined by Florida Department of Transportation. (State-Funded Grant Agreement, Section 13.a.)

g) Respondents to the Professional Services RFQ cannot be an entity or affiliate who has been placed on the Discriminatory Vendor List. (State-Funded Grant Agreement, Section 13.b.)

h) Respondents to the Professional Services RFQ must adhere to applicable provisions of the U.S. Immigration and Nationality Act. (State-Funded Grant Agreement, Section 13.e.)

i) Public Access to Public Records must be given and Chapter 119, Florida Statutes, must be adhered to by all contractors and subcontractors of Glades County for the Project. (State-Funded Grant Agreement, Section 15.g.)

j) The FDOT mandated Indemnification clause below must be included in all agreements (in a verbatim manner where applicable) as follows: (State-Funded Grant Agreement, Section 14.a.)

1. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient (Glades County) guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

2. To the extent provided by law, Recipient (Glades County) and all contractors and subcontractors of Recipient shall indemnify, defend, and hold harmless the Florida Department of Transportation against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient under the State Funded Grant Agreement, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute an agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

The response deadline to RFQ No. 2023-01 is hereby extended so that **all responses must be sealed and received by the County at 500 Avenue J, Moore Haven, Florida 33471, Attention County Manager, on or before 2:00 p.m. EDT on June 27, 2023.** Any response received after this time will not be accepted. Responses delayed for any reason shall not be considered. Late responses will be returned to the Responder unopened. Faxed responses and emailed responses will not be accepted.

Except for the modifications of the RFQ described above, all other elements and requirements of RFQ No. 2023-03 shall remain in full force and effect.

The County reserves the right to withdraw and cancel this invitation at any time, without liability to any Responders or prospective Responders. The County reserves the right to reject any or all responses in its sole discretion. The County also reserves the right to waive irregularities and technicalities, to re-advertise for additional responses, and to select the Responder, who, in the County's sole opinion, is in the best interests of the County.