



**OHIO TURNPIKE AND
INFRASTRUCTURE COMMISSION**

ADDENDUM NO. 1
ISSUED SEPTEMBER 3, 2020

Project Nos. 99-20-03 and 99-20-04
GENERAL ENGINEERING SERVICES
Issued August 12, 2020

RFP DUE: 5:00 P.M. (EASTERN TIME), SEPTEMBER 4, 2020

ATTENTION OF BIDDERS IS DIRECTED TO:
ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON AUGUST 28, 2020

Issued by the Ohio Turnpike and Infrastructure Commission through Jennifer L. Stueber, Esq., General Counsel.

Jennifer L. Stueber, Esq.,
General Counsel

September 3, 2020
Date:

ANSWERS TO QUESTIONS RECEIVED THROUGH 5:00 P.M. ON AUGUST 28, 2020:

Q#1 Would the Commission consider revising the Contract, Article 5, as follows:

5.1 Generally. The Consultant shall defend, indemnify and hold harmless the Commission, its Commission members, Executive Director, officers and employees (“Indemnified Parties”), from and against all reasonable liability, including claims, demands, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney’s fees and any costs of defense) of every kind and description arising out of or in connection with, or occurring during the course of, the Consultant’s negligent performance of the Contract, including but not limited to where such liability is:

5.1.1 founded upon or grows out of, the acts, errors, omissions, undertakings, representations or warranties of the Consultant, its officers, employees, agents, independent consultants, or sub-consultants;

5.1.2 founded upon, or grows out of, the breach by Consultant of any term or condition of this Contract, including but not limited to the breach of any representations or warranties and in particular the breach of its express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor; or,

A#1 Any respondent that takes exception to the form contract in Appendix C should submit those exceptions in writing with its proposal as explained in the RFP. If the top ranked respondent submitted written exceptions to the form contract, the Commission will attempt to negotiate those terms to the satisfaction of the parties. If those negotiations fail, the Commission reserves the right to enter into contract negotiations with the next ranked respondent.

Q#2 Should the SBE Utilization forms be included in the Technical Proposal, or will the LOI submittals suffice?

A#2 The SBE forms submitted with the LOI submittals are sufficient.

Q#3 May we add more lines to the “Affirmation and Disclosure Form” (Appendix E) to provide space for all subconsultants to be listed on a single form?

A#3 Yes. If you need additional space, please add more lines to the form for all subconsultants.

END OF ADDENDUM NO. 1