

RFQ 2026-05 CONTINUING ENGINEERING CONSULTANT, DESIGN, INSPECTION, GRANT
WRITING AND ACQUISITION & RELATED SERVICES
ADDENDUM NO. 3

JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS



ADDENDUM NO. 3 TO RFQ 2026-05

Issued April 2, 2026

1. As currently worded, we believe that the indemnity provision in Section 9.5.3 on page 14 of your RFQ is not in compliance with FL Statute 725.08 and is unenforceable. Would the County consider rewording same to conform with the statute? Suggested language per FL Statutes 725.08: *“The design professional shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.”*

County Response: Section 9.5.3 of the RFQ is amended to read as follows:

9.5.3 Non-Appropriation of Funds

In the event no funds or insufficient funds are appropriated and budgeted by the County or are otherwise unavailable for fulfilling the requirements of the Contract, the obligations of the County shall terminate on the last day of the fiscal period for which appropriations are received, without penalty or expense to the County of any

kind whatsoever. County will immediately notify the Successful Respondent or its assignee of such occurrence.

2. Would the County please remove any reference to liquidated damages? We believe they are not applicable to the services of design professionals, as we do not control, set, or manage the project schedule--this is a contractor-specific issue and should be removed from our contract.

Liquidated damages may be appropriate for specific projects to be performed by the Consultant Engineer (subject to a duly issued work authorization) depending on the nature of the project. The County reserves the right to include liquidated damages for specific work authorizations at its discretion.

Section 1.2 of the Contract is hereby amended to read as follows:

1.2. The Basic Services required under this Contract to be performed by Consultant shall be those set forth in Article Two and shall be issued periodically as Work Authorizations for identified the County projects ("Project"). Such Projects and scopes of work will be outlined in a Work Authorization and all provisions of this Contract apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization shall set forth a specific Project, the Scope of Services, maximum limit of compensation, schedule, completion date, and may include liquidated damages, and shall become effective upon the due execution after approval by the County. The Work Authorization form is attached hereto as Exhibit B, which is incorporated herein by reference.

3. As currently written in Section 2.6, the requirement for "full-time observation" by one or more representatives and the obligation to "act to protect the County's interests in the Project" could be read to imply supervisory or enforcement responsibilities beyond the Consultant's intended role during construction. To align this section with standard construction phase services and the role of a Resident Project Representative, would the County be agreeable to revising the language to specifically identify the provision of a full-time Resident Project Representative ("RPR") and to clarify that the Consultant's responsibility is to observe the work and keep the County informed of observed deficiencies, discrepancies, or non-conformance, rather than to supervise or guarantee the Contractor's work?

No changes will be made to this Section of the Contract.

4. Would the County please remove Section 18.2, located on page 21? We believe that this provision is extremely difficult to comply with given how much work we do with private entities in the area. If the County will not remove the provision, will it agree to limit the provision to be for direct and apparent conflicts only, as well as limited to only the employees working on this specific project and for the duration of the project?

No changes will be made to this Section of the Contract.

5. Please confirm the required number of client references to be included in the proposal, and whether Jefferson County has a preferred reference format. **The number and quality of references will give you the most points.**
6. Please confirm the correct physical delivery address for proposals, as the RFQ references both 450 W Walnut Street and 445 W. Palmer Mill Road. **450 W Walnut St Monticello, FL 32344**
7. Please confirm whether respondents may submit qualifications for only a portion of the listed services, or whether the County prefers full-service teams covering all disciplines. **We prefer full-service teams.**
8. Please confirm what documentation is required to claim Local Business Preference. **A business that (1) is a responsible and responsive vendor; (2) has a fixed office or distribution point located in and having a street address within Jefferson County currently and for at least six months immediately prior to the County's issuance of the solicitation or request for competitive bids or quotes; (3) holds a current business tax receipt and any business license required by Jefferson County and, if applicable, the City of Monticello; (4) is the principal offeror who is a single offeror, a business that is the prime contractor and not a subcontractor, or a partner or joint venturer submitting an offer in conjunction with another business; and (5) has at least one (1) full time employee whose primary residence is in Jefferson County, at least two (2) part time employees whose primary residence is in Jefferson County, or, if the business has no employees, is at least 50 percent owned by one or more persons whose primary residence is in Jefferson County.**