



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

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DATE: July 1, 2026
TO: Interested Consultants
FROM: Shari Chinevere, Procurement Manager
SUBJECT: Addendum 1 to 42459RFP26 Restoration Strategies Study - Lakes Apopka and Jesup

As a result of questions received from potential respondents, please be advised of the following changes to the subject RFP:

Questions/**Answers**

1. The time and date for the submittal of responses remains the same: **2:00PM Friday, July 17, 2026.**
2. We interpret the required services to be professional services, including specifically professional engineering services based on the stated scope of work and deliverables. Examples from the minimum qualification include "...structural and non-structural flood protection, design, construction and operation of water control structures" and "...projects to reduce internal recycling of nutrients (sediment nutrient inactivation, dredging, rough fish harvest)..." and "...cost-benefit analysis", etc. We have the following two questions:

QUESTION 2(A): Based on the nature of this RFP requiring professional engineering services, we respectfully request can this RFP be reconfigured as a request for qualifications (RFQ) to fall in compliance with the Consultants' Competitive Negotiation Act (CCNA), §287.055, Fla. Statutes, and accordingly remove the cost proposal aspect of the submittal.

Is the District open to providing this opportunity under a request for qualifications in accordance with CCNA and remove the cost proposal requirement?

ANSWER TO QUESTION 2(A):

The District disagrees with the characterization of this Request for Proposals (RFP) as soliciting professional engineering services.

While the study that is the subject of this RFP will include hydrologic analysis, evaluation of flood protection impacts, dredging feasibility, and the development of project-level plans and cost estimates, the District is not requiring the Work to be performed by, or under the responsible charge of, a licensed professional engineer or by individuals with an engineering degree or engineering experience. As indicated in the RFP, this is a planning-level study that must be concluded in a very brief time and is performed for legislative, budgetary, and conceptual purposes. It is the District's expectation that the final deliverables, the reports, will provide project concepts. More detailed analysis or design regarding these projects requiring engineering licensure, degree and experience is not the subject of this

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RFP. If the District procures such services in the future, the District will advertise the solicitation as a Request For Qualifications in compliance with the Consultants' Competitive Negotiation Act.

In sum:

The minimum qualifications as written in the solicitation will not be revised.

The solicitation will not be readvertised as a request for qualifications.

The cost proposal requirement will remain.

QUESTION 2(B): Warranty (Section 51): This clause asks us to guarantee that our work is "free from defects" and fit for a particular purpose. Professional engineering services cannot be warranted free from defects. That's a promise of perfection no design firm can meet because professional work is measured against a standard of care. The Agreement's definition of "Work" under Section 48 and the warranty in Section 51 read as a construction and materials warranty. The solicitation frames this engagement as professional services to conduct the requisite studies. Therefore, the warranty clause, as drafted, does not fit the professional nature of the work.

Proposed Revision Section 51 – Warranty:

"Consultant warrants that any materials furnished by Firm in the performance of the Work shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances...The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose with respect to materials furnished by Firm."

Is the District open to scoping the Section 51 warranty to the materials the firm furnishes? If not, what does the District intend the warranty to require of the firm's professional engineering services?

ANSWER TO QUESTION 2(B):

The District is not requesting professional engineering services through this RFP and does not adopt the proposed revision shown above. However, due to the nature of the work that will be performed for these studies, the District is deleting Sections 11 and 51 of the Draft Agreement and replacing it with the following:

Section 11 - Indemnification. Consultant shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, failure to perform the Work in accordance with the Standard of Care, or intentional wrongful misconduct arising from or caused by Consultant, its employees, or Subconsultants, in the performance of the Work. Consultant shall further indemnify the District for all costs and penalties the District incurs related to any failure to offer Patient Protection and Affordable Care Act compliant health care coverage to Consultant's employees performing under this Agreement.

Section 51 – Standard of Care. Consultant shall perform all Work under this Agreement in a timely manner and with the degree of skill, care, diligence, and professional judgment ordinarily exercised by prudent consultants performing the same or similar services for projects of comparable size, scope, complexity, and characteristics in the State of Florida under the same or similar circumstances (the "Standard of Care").

Consultant acknowledges that the Work involves a multi-disciplinary study for Lakes Apopka and Jesup. Consultant shall be responsible to perform all Work using properly qualified, and experienced professionals and specialists in the relevant disciplines. Consultant shall coordinate the work of its employees, subcontractors, subconsultants, and specialists so that all Work and deliverables are internally consistent, technically supportable, and suitable for the planning and budgetary purposes contemplated by this Agreement.

In performing the Work, Consultant shall:

- (a) comply with all applicable federal, state, regional, and local laws, codes, ordinances, rules, regulations, and permit requirements;***
- (b) comply with generally accepted professional and technical standards governing the disciplines engaged in the Work;***
- (c) use sound scientific, technical, and professional methods appropriate for the nature of the Work;***
- (d) promptly advise the District in writing of any material error, omission, inconsistency, data limitation, changed condition, or other circumstance that Consultant knows, or should know in the exercise of the Standard of Care, may materially affect the Work, any deliverable, or any recommendation; and***
- (e) promptly correct, revise, or re-perform, at no additional cost to the District, any portion of the Work or deliverables that fails to comply with this Standard of Care.***

Consultant's obligations under this Section apply to all Work and deliverables furnished under this Agreement, whether provided directly by Consultant or through any subcontractor or subconsultant. Consultant shall remain fully responsible to the District for the acts, omissions, errors, and coordination of its subcontractors and subconsultants.

The District's review, acceptance, use of, or payment for any Work or deliverables shall not relieve Consultant of its obligations under this Agreement or constitute a waiver of any right or remedy available to the District arising out of Consultant's failure to satisfy the Standard of Care. The duties and obligations set forth in this Section shall survive completion of the Work, final payment, and termination or expiration of this Agreement.

3. Because CCNA applicability is determined by the nature of the services, we respectfully request that the District reevaluate whether the scope constitutes CCNA-covered professional services.

ANSWER TO QUESTION 3:

Please see response to Question #2(A) above.

4. If the package is changed to CCNA, would the District also include a contract that is appropriate for professional services?

ANSWER TO QUESTION 4:

Because the District is not changing the solicitation to a CCNA procurement, the District will not replace the draft Agreement with a professional services contract.

5. The current contract contains indemnification and warranty issues that would not be insurable under professional liability policies.

ANSWER TO QUESTION 5:

See the response to Question #2(B) above.

This Addendum forms a part of the Contract Documents and modifies the original Solicitation Documents as noted above and supersedes all contrary information and requirements.

If you have any questions regarding this addendum, contact Shari Chinevere at (386) 643-1172 or via email at slchinev@sjrwmd.com.

Please acknowledge receipt of this Addendum in your submittal.

End Addendum 1