



Request for Qualifications (CCNA)

RFQ No 2026 – 001

Addendum #2

August 20, 2026

The District received the following proposed changes to the Agreement. The District elects to make no changes to the Agreement.

- 4.1: The payment terms are not defined. We would recommend adding the following to the end of this paragraph: "District shall pay Consultant within thirty (30) calendar days of invoice receipt."
- 5.7: add "knowingly" before "violate any rule, regulation, ..."
- 6.7: add "Provided Consultant has been provided with an advance written copy of all such information and data,..." to the beginning of the first sentence
- 6.9: strike "five (5)" and amend to "3 (three)"
- 6.10: add ",provided they are applicable to the Project or Services pertaining to this Agreement" to the end of the first sentence
- 6.11: Strike "the performance of the Services" and then add "it to run its business and to perform professional services" after "required by Law for"
- 9.3: amend "sixty (60)" to "30 (thirty)"
- 9.6: strike "any termination of this Agreement" and replace with "receipt of full payment"
- 11.2: strike in its entirety
- 11.3: add "at no cost to Consultant" to the end of the first sentence
- 11.4: strike "Subject to the provisions of paragraph 11.2 above"
- 16.2.1(c): strike the first sentence. Add in "third party" before "claims" and add in "in Section 13 as they pertain to general liability third party claims." to the end of the sentence after "indemnification provisions."
- 16.4.3: strike "as great duration as available" and replace with "one (1) year"

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- 16.5.2: strike “licensed” and replace with “authorized” and also strike “and with a resident agent designated for the service of process.”
- 16.5.4: Strike “agents, and volunteers.” Add “Consultant’s general liability policy” to the beginning of the third sentence and strike “Such insurance policies”
- 16.5.11: strike in its entirety. Dudek does not provide its policies, as they contain proprietary information.
- 17.1: Our subs should maintain their own insurance. Strike “whether it is to be performed by Consultant or the Subconsultants”
- 17.1.17: strike in its entirety
- 17.2: input “and shall not exclude” before “explosion”
- 18: strike “and in accordance with sound professional principles and practices” and input “in the same or similar locality at the time of performance.” Also strike the entire last sentence in Section 18.
- 19.2: add “Upon full payment to Consultant,” to the beginning of the first sentence. Also strike the third sentence and add in “Any reuse or modification of the materials beyond the original purpose for which it was created, by District or a third person or entity authorized by District, without written verification or adaptation by Consultant will be at District’s sole risk and without liability or legal exposure to Consultant.”
- 19.4: add “Upon full payment to Consultant,” to the beginning of the first sentence. Add in “or modification” after “Any use” and add in “and without liability or legal exposure to Consultant” to the end of that sentence after “risk of the District.”
- 21.3: add the following to the end of the paragraph: “Notwithstanding the foregoing, the obligation to return or destroy public records shall not cover information that is maintained on routine computer system backup or other backup storage devices, provided such backed up information is not used, disclosed, or otherwise recovered from such backup devices. Further, Consultant shall be entitled to retain a single copy of any public records for the purpose of complying with any applicable law, regulation, internal policies, or professional standard.”
- 22.12: strike in its entirety