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April 8, 2013

**Addendum Two to Request for Statement of Qualifications for
As-Needed Harbor Engineering Consulting Services
RFSQ #DBH49**

The Department of Beaches and Harbors issues Addendum Two to the As-Needed Harbor Engineering Consulting Services RFSQ #DBH49, which was released on January 10, 2013.

As indicated in the RFSQ, Section 1.7, County Rights and Responsibilities, the County may amend the RFSQ by written addendum. This addendum contains portions of the RFSQ that have been amended, specifically, Appendix A, Master Agreement Sections 3.2, Work; 5.0, Contract Sum; and 8.1, Amendments.

Thank you for your interest in our RFSQ. All other terms and conditions of RFSQ #DBH49 remain in effect.

Very truly yours,

SANTOS H. KREIMANN, DIRECTOR

Nicolette Taylor, Contracts Analyst

The information hereunder supersedes any other information previously provided.

1. Section 3.0, Work, has been deleted in its entirety and replaced with the following:

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein.
- 3.2 County procedures for issuing and executing Work Orders are set forth in this Section. Upon determination by the Department, requested as-needed harbor engineering consulting services will be utilized first by issuing a Work Order containing a Statement of Work to Qualified Contractors on the basis of demonstrated qualifications as set forth in the Contractor's Statement of Qualifications and/or other additional materials if requested by County. Once selected, the Qualified Contractor shall submit a bid to the County within the timeframe specified in the Work Order. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order. It is understood by Contractor that County's process to award work may have the effect that no Work Orders are awarded to some Master Agreement Qualified Contractors.
- 3.3 The County shall, upon completion of evaluation, negotiate a fair and reasonable fee with the Qualified Contractor pursuant to applicable laws, including California Government Code Sections 4526-4529.5. If the County and the Qualified Contractor fail to negotiate a fee for service, or if the Qualified Contractor declines the opportunity to submit a bid, the County shall issue a Work Order solicitation to the next Qualified Contractor on the basis of demonstrated qualifications until a selection is made.
- 3.4 Work Orders shall generally conform to Exhibit E, and shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for work shall be either on an hourly basis and subject to the Total Maximum Compensation specified in each individual Work Order.
- 3.5 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Compensation as specified in the Work Order as originally written or modified in accordance with Section 4.3 or Section 8.1,

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Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

3.6 County estimates that selection of any Contractor shall occur within seven (7) business days of the selected bid. Following selection, all Contractors selected must be available to meet with the Department on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of the Department's Contract Administrator or authorized designee.

3.7 In the event Contractor defaults three times under Sub-Paragraph 3.5 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Section 8.43, Termination for Default.

4. Section 5.0 Contract Sum, is amended to include the following in **bold text**:

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum. **The County may, at its discretion, expend any portion, all or none of the Contract Sum. However, aggregate annual payments for as-needed harbor engineering consulting services may exceed the stipulated amount to the extent that another (non-Beaches and Harbors) County department, or a lessee or other third party is obligated to reimburse the Department of Beaches and Harbors and/or County for its as-needed harbor engineering consulting services.**

5. Section 8.0, Amendments, is amended to include the following in **bold text**:

8.1.3 Changes to Subsequent Work Orders

For any changes which may affect the Statement of Work, Contractor's rates or deliverables, performance period, or assignment of Contractor's personnel for a Work Order, a Work Order Amendment shall be prepared, and executed by the County's MAPD and Contractor.