



*To enrich lives through effective and caring service*



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Director

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June 12, 2013

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

The Department of Beaches and Harbors issues Addendum Three 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, RFSQ Sections 1.4, Minimum Mandatory Qualifications and 2.9.4, Required Forms; Appendix A, Master Agreement, Section 5.0, Contract Sum and Appendix B, Required Forms.

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. RFSQ Section 1.4, Vendor's Minimum Mandatory Qualifications, is amended as follows:**

- Vendors must complete and return required Forms P-1 - P-17 with the SOQ.

**2. RFSQ Section 2.9.4, Required Forms, is amended to include the following:**

**17. Vendor's Certification of Compliance with County's Master Agreement Provision Re Employee Conflicts - Form P-17**

Vendor shall complete and sign the Certification of Compliance with County's Master Agreement Provision Re Employee Conflicts (Form P-17). Failure to submit or fully complete Form P-17 may be grounds for disqualification.

**3. Section 5.0 Contract Sum is deleted and replaced with the following text:**

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, expand 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 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, except that such work performed must be limited to Marina del Rey and/or beaches owned, controlled or managed by Los Angeles County.

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**4. Appendix B, Required Forms, is amended to include the following form:**

Form P-17 - Vendor's Certification of Compliance with County's Master Agreement  
Provision Re Employee Conflicts

**VENDOR'S CERTIFICATION OF COMPLIANCE WITH COUNTY'S MASTER AGREEMENT PROVISION RE EMPLOYEE CONFLICTS**

The Vendor/Proposer certifies that:

- Vendor/Proposer is familiar with the requirements of Section 9.3, Employee Conflicts, of the Master Agreement **and** is **not** currently, or has not within the last five years, employed on behalf of any person, entity, or lessee that has an existing interest pertaining to real property within Marina del Rey in Los Angeles County;

-- OR --

- Vendor/Proposer is currently, or within the last five years had been, employed on behalf of a person, entity, or lessee having an existing interest pertaining to real property within Marina del Rey in Los Angeles County, as identified just below:

**LIST ANY PERSON/ENTITY/LESSEE YOU CURRENTLY ARE OR HAVE BEEN EMPLOYED BY WITHIN THE LAST FIVE YEARS**

Person/Entity/Lessee	Project	Beginning Date of Project	Current Status of Project

Additionally, Vendor/Proposer certifies that:

- Vendor/Proposer is not currently performing work with respect to any beach within Los Angeles County;

-- OR --

- Vendor/Proposer is currently, or within the last five years had been, performing work with respect to a beach within Los Angeles County, as identified just below:

**LIST ANY LOS ANGELES COUNTY BEACH PROJECTS YOU CURRENTLY ARE, OR HAVE BEEN EMPLOYED BY WITHIN THE LAST FIVE YEARS**

Beach	Project	Beginning Date of Project	Current Status of Project

**VENDOR'S CERTIFICATION OF COMPLIANCE WITH COUNTY'S MASTER  
AGREEMENT PROVISION - EMPLOYEE CONFLICTS**

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date: