



ADRIENNE J. TISSIER, CHAIR
Chair of MTC and BATA

March 1, 2012

AMY REIN WORTH, VICE CHAIR
Vice Chair of MTC and BATA

**Addendum No. 1 to
REQUEST FOR QUALIFICATIONS (RFQ) / REQUEST FOR PROPOSALS (RFP)
for
CONSTRUCTION MANAGER AT RISK SERVICES
with GUARANTEED MAXIMUM PRICE
for the REGIONAL AGENCY HEADQUARTERS FACILITY
at 390 MAIN STREET, SAN FRANCISCO: RENOVATION & SEISMIC RETROFIT
PART 2: RFP,
DATED FEBRUARY 17, 2012**

TOM BATES
Vice Chair,
BATA Oversight Committee

DAVE CORTESE
Chair,
MTC Administration Committee

BILL DODD
Chair,
BATA Oversight Committee

SCOTT WIENER
Vice Chair,
MTC Administration Committee

Dear Proposer:

STEVE HEMINGER
Executive Director

ANN FLEMER
Deputy Executive Director, Policy

ANDREW B. FREMIER
Deputy Executive Director, Operations

This letter is Addendum No. 1 to the Request for Qualifications (RFQ) / Request for Proposals (RFP) for the Construction Manager at Risk Services with Guaranteed Maximum Price for the Regional Agency Headquarters Facility at 390 Main Street, San Francisco: Renovation & Seismic Retrofit, Part 2: RFP, dated February 17, 2012. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFP is revised as follows:

<u>Addendum Item</u>	<u>Reference</u>	<u>Change(s)</u>
1.	RFP, Section VII. Form of Proposal, Item G, Page 6, 2 nd full bullet	<ul style="list-style-type: none"> For each Key Personnel, identify the specific responsibilities Key Personnel will have in the Preconstruction Phase of this Project. <i>Responsibilities presented by Proposer that were not required in Part 1: RFQ, Appendix A, Preliminary Scope of Work, or Part 2: RFP, Appendix A, Project Manual, Divisions 0 and 1, will be assumed to be included in the Proposer's Cost Proposal and will be required of the Proposer, if Proposer is selected, unless Proposer explicitly identifies those responsibilities as not currently being within the scope of the Cost Proposal. Responsibilities not presented by the Proposer but required per Part 1: RFQ and Part 2: RFP shall be included in the Proposer's Cost Proposal and will be required of the Proposer. Identify who will be BAHA's primary Point-of-Contact for this phase.</i>

<u>Addendum Item</u>	<u>Reference</u>	<u>Change(s)</u>	
2.	RFP, Section VII. Form of Proposal, Item G, Page 6	<p>This section will be scored based on the following, in descending order of importance:</p> <ul style="list-style-type: none"> • Acceptability of any changes made to Key Personnel; • <i>Benefit to BAHA of responsibilities and suitability of personnel to which they are assigned;</i> • Qualifications of Key Personnel; and • Availability of Key Personnel. 	
3.	RFP, Section VII. Form of Proposal, Item L, Page 10	SECTION	MAXIMUM POINTS
		<p>Cost Proposal: Complete Appendix B, <u>Cost Proposal Form</u>, Form A, of this Part 2: RFP and include the required breakdowns of CMAR staff costs and fees for major deliverables.</p> <p>Cost Proposals will be scored as follows:</p> <p>If Proposer A provides the lowest Total Cost for Services at \$11,000 and Proposer B provides a Total Cost for Services of \$12,000,</p> <ul style="list-style-type: none"> • Proposer A receives 125 points • Proposer B receives 125 points x (\$11,000/\$12,000) = 115 points <p>Cost Proposals will be scored as follows:</p> <p>150 points will be allocated according to the following formula:</p> <p>If Proposer A provides the lowest Total Cost for Services at \$11,000 and Proposer B provides a Total Cost for Services of \$12,000,</p> <ul style="list-style-type: none"> • Proposer A receives 150 points • Proposer B receives 150 points x (\$11,000/\$12,000) = 138 points <p>25 points will be allocated based on cost reasonableness and effectiveness, such as in terms of distribution of costs.</p>	<p>125 175 Points</p>

<u>Addendum Item</u>	<u>Reference</u>	<u>Change(s)</u>	
4.	RFP, Section VII. Form of Proposal, Total Maximum Points, Page 10	Total Maximum Points	550 600 points
5.	RFP, Appendix A, <u>Project Manual</u> , Section 007000-79, <u>General Conditions</u> , Article 13, <u>Miscellaneous Provisions</u>	<p>13.3 WRITTEN NOTICE</p> <p>13.3 <i>13.3.1</i> Written notice shall be deemed to have been duly served if delivered in person to the individual; or a member of the firm or entity; or to an officer of the corporation for which it was intended; or if delivered to or sent by US mail <i>USPS Certified Mail Return Receipt Requested or overnight mail with proof of delivery</i> to the last business address known to the party giving notice.</p> <p><i>13.3.2 Notices sent by hand-delivery or overnight courier service, or mailed by USPS Certified Mail Return Receipt Requested, shall be deemed to have been given when received.</i></p> <p><i>13.3.3 Notices and other communications may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites or facsimile) pursuant to procedures approved by BAHA.</i></p>	
6.	RFP, Appendix A, <u>Project Manual</u> , Section 012600-3, <u>Modification Procedures</u> , 3.3. <u>Modifications</u> , A. Contract Change Orders	<p>3. Not Used. Contractor shall immediately notify BAHA via email of the CR. Failure to do so may result in delay of response to the CR.</p> <p>4. Following receipt of the Contractor's proposal <i>Change Request</i>, BAHA shall negotiate with the Contractor to establish an equitable agreement for completion of the proposal work.</p>	
7.	RFP, Appendix A, <u>Project Manual</u> , Section 012600-3, <u>Modification Procedures</u> , 3.3. <u>Modifications</u> , B. Force Account Work	<p>1. In the event the Contractor and BAHA are unable to reach early agreement on the cost and time impact of a Contract change and, in the judgment of BAHA, the work must proceed to avoid irrecoverable time delay or damage, BAHA may issue an initial Contract Change Order <i>Force Account Work Directive</i> in a lump sum Not-to-Exceed amount to authorize proceeding with the work.</p> <p>2. The work is to be monitored under the provisions of the Contract Force Account procedures. The Contractor shall notify BAHA when 80% of the authorized amount has been spent and shall not proceed beyond the authorized amount without further action by BAHA.</p> <p>3. At the time of Contract closeout, reconciliation of the final amount due under this change shall be determined and included in the Closeout</p>	

	Directives	Contract Change Order.
8.	RFP, Appendix A, <u>Project Manual</u> , Section 012600-4, <u>Modification Procedures</u> , 3.3. <u>Modifications</u> , C. Unilateral Contract Change Orders	2. Contractor waives all costs and time exceeding BAHA's estimate for the Unilateral Change Order Work unless Contractor submits a written notice of intent to submit a Claim in accordance with the requirements or provisions of Article 9.4 as indicated in Section 007000-38, General Conditions, Article 6.2.4, Unilateral Contract Change Orders. Said notice shall be submitted no later than 7 days after whichever occurs first: Contractor submits an invoice for completion of that Work; or upon Contractor's receipt of written notice from BAHA that BAHA considers that Work completed.

The remaining provisions of the RFP, dated February 17, 2012, remain unchanged. In the event of a conflict between this addendum and the previous version(s), this addendum shall take precedence.

Any questions concerning this addendum to the RFP should be directed to Stephen Wolf, Project Manager, at (510) 817-5968 or swolf@mtc.ca.gov.

Sincerely,



Steve Heminger
 Executive Director

SH: SW