

AMY FEIN WORTL, CHAIR
 Chair of MTC and BATA

October 25, 2013

BILL DODD, VICE CHAIR
 MTC Commissioner,
 Napa County and Cities

Addendum No. 1

to

FEDERAL GLOVER
 MTC Commissioner,
 Contra Costa County

REQUEST FOR QUALIFICATIONS

Regional Express Lanes Network Phase 1 Project:

Utility Service Establishment and Utility Relocation Coordination

Dated October 3, 2013

SCOTT HAGGERTY
 MTC Commissioner,
 Alameda County

Dear Consultant:

BJAN SARTPI
 MTC Commissioner,
 State Business, Transportation
 and Housing Agency

This letter is Addendum No. 1 to the Request for Qualifications for Regional Express Lanes Network Phase 1 Project: Utility Service Establishment and Utility Relocation Coordination dated October 3, 2013. Where text is revised, deleted text is shown in strike-through format; added text is *italicized*. The RFQ is revised as follows:

JULI SPERING
 MTC Commissioner,
 Solano County and Cities

STEVE HEMDSGER
 Executive Director

ANN FLEMER
 Deputy Executive Director, Policy

ANDREW B. FREEMER
 Deputy Executive Director, Operations

Addendum Item	Reference	Change(s)	
1.	RFQ, V. <u>Consultant Selection Timetable</u> , Page 4	10:00 a.m., Tuesday, October 15, 2013	Proposers' Conference in Conference Room 171 at 101 Eighth Street, Oakland, CA.
		4:00 p.m., Thursday, October 17, 2013	Closing date and time for requests for clarifications / exceptions
		No later than three (3) business days prior to the date SOQs are due	Closing date and time for protest of RFQ provisions
		4:00 p.m., Tuesday, October 29, 2013	Closing date/time for receipt of Statement of Qualifications
		Monday, Thursday, November 21, 2013*	Interviews (if required)
		December 18, 2013	BAIFA Board Approval

Questions and Answers regarding this RFQ are enclosed with this Addendum. The remaining provisions of the RFQ, dated October 3, 2013 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 RFQ should be directed to Alice Truong, Contract Specialist at (510) 817-5749 or atruong@mtc.ca.gov.

Sincerely,



Steve Heminger
Executive Director

SH:sb:at

J:\CONTRACT\Procurements\Engineer&Architect\Express Lanes\Utility Service Coordinator\Ph 1 Express Lanes Utility Service Coordinator
Addendum 1_final.doc

**Request for Qualifications for
 Regional Express Lanes Network Phase 1 Project:
 Utility Service Establishment and Utility Relocation Coordination
 Dated October 3, 2013**

Responses to Proposers' Questions from Proposers' Conference
 on October 15, 2013
 and Questions Received by Closing Date for Clarifications/Exceptions on October 17, 2013

Questions & Answers:

Q1	Please provide clarification on a conflict of interest issue. If a consultant is the designer for one of the Phase 1 Express Lane project, is this consultant eligible to submit a proposal for the Utility Coordination RFQ?
A1	Yes.
Q2	In BAIFA's standard consultant agreement, please delete the reference to "special expertise" under the Scope of Services as this can be interpreted as exclusionary. We suggest the use of the term "experience".
A2	No, this is not acceptable.
Q3	In BAIFA's standard consultant agreement, please delete the reference to "professionally qualified" under Key Personnel as it implies that licensing or certification may be required as a prerequisite to participation in the assignment, and replace with the term "qualified".
A3	No, this is not acceptable.
Q4	Will BAIFA accept the following language regarding termination? BAIFA may terminate or suspend performance of all or any part of this Agreement for reasonable cause only, and upon 14 day written notice to Consultant. Upon receipt of notice, Consultant shall terminate or suspend performance of the Services, and shall be afforded a reasonable period of time to properly prepare close out of the Consultant's Services and deliverables. Consultant shall be due payment for Services performed in accordance with this Agreement up to the effective date of termination or suspension, and the aforementioned reasonable period of time to properly prepare close out of the Consultant's Services and deliverables. Nothing in this Article shall prohibit or limit BAIFA from recovering its costs, losses and damages (direct, indirect, and consequential) arising out of or resulting from Services provided by prior to BAIFA's termination or suspension for reasonable cause only.
A4	No, this is not acceptable.
Q5	In BAIFA's standard consultant agreement, please delete the references to indemnification for personal injuries such as "...emotional or mental distress and losses of

	<p>consortium”.</p> <p>Also, can BAIFA make the indemnification requirements reciprocal between parties? Each party shall assume the defense of, indemnify and hold harmless the other party from and against any and all claims, judgments, losses, damages, injuries (including, without limitation, injury to or death of an employee of the itself or its subconsultants not under contract with the other party, expenses, and liabilities of every kind, nature, and description (including, without limitation, incidental and consequential damages, court costs)</p>
A5	No, this is not acceptable.
Q6	What is Caltrans’ role in this project? Who is Caltrans’ coordinator?
A6	Caltrans is a partner in the project delivery of the Express Lane projects. Emily Landon-Lowe is Caltrans’ contact person.
Q7	Will the Consultant only handle dry utilities?
A7	At this time, BAIFA expects the Consultant to <u>only</u> handle dry utilities.
Q8	What licensing is required? Land surveyor license? Civil engineering license?
A8	There is a strong preference to have a Civil Professional Engineer (PE) as part of the Consultant’s team.
Q9	Will the Consultant be required to coordinate with the designer/system integrator?
A9	The Consultant will coordinate with both the designer and system integrator.
Q10	Can firms submit for both this Utility RFQ and the Program Management RFP?
A10	Firms may elect to submit for both; however the selected Consultant for the Utility Coordinator contract will be automatically ineligible for the Express Lane Program Management contract.