

REQUEST FOR STATEMENT OF QUALIFICATIONS

for

ON-CALL CIVIL AND GEOTECHNICAL ENGINEERING AND MATERIAL TESTING SERVICES

LOG OF RESPONSES TO BIDDERS' QUESTION 1 TO 7

Updated on: March 30, 2018

Question & Responses

1. Question:

Please provide responses to the following questions in response to the RFQ and professional services agreement. Regarding the Professional Services Agreement and Insurance Requirement, Payment terms, are we permitted to add the following underline verbiage:

“R. One hundred percent of the payments is due within 30 days of invoice date.”

1. *Response*

No the Town of Moraga is not agreeable to add the above language from Question No. 1 to the Professional Services Agreement.

2. Question:

Please provide responses to the following questions in response to the RFQ and professional services agreement. Regarding the Professional Services Agreement and Insurance Requirement, Payment terms, are we permitted to add the following underline verbiage:

“S. A late charge equal to 1.5 % of the delinquent amount will be added every month, starting the first day after 30 days from the invoice date.”

2. *Response:*

No the Town of Moraga is not agreeable to adding the above language from Question No. 2 to the Professional Services Agreement.

3. Question:

Termination Clause, Article VII, are we permitted to add the following underlined verbiage:

CONSULTANT also reserves the right to terminate this contract upon thirty (30) calendar days written notice to TOWN with the reasons for termination stated in the notice.

3. *Response:*

The Town of Moraga is in agreeable in principle to adding an addition statement(s) to the Termination Clause of the Professional Services Agreement enabling the CONSULTANT the ability to terminate the contract upon sixty (60) calendar days of written notice to the TOWN with the reason for termination stated in the notice. The Town Attorneys at their discretion will add/modify the Termination Clause language to cover this request as they determine is legally binding and appropriate to protect the Towns interests.

4. Question:

For Article XXVI: Insurance, are we permitted to add the following underlined verbiage:

“F. CTS’s liability is limited to the dollar amount of work performed per contract”

4. *Response:*

The Town is not in agreement with adding the above underlined sentence to change the insurance liability limits.

5. Question:

The Attachment L (10H-3) that is required with our Schedule of Fee submittal. The 10H-3 is project-specific and we would need plans and specs in order estimate quantities. Typically for On-Call contracts we are asked to submit the 10H-2. Which form to use?

5. *Response*

Use Form 10H-2.

6. Question:

We can provide more services or can provide more services with the use of additional sub-consultants than what is listed in the scope of this REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSOQ). Should we lists those services and will our submission be scored higher in the rankings.

6. *Response:*

All submissions will be evaluated based on the stated criteria in the RFSOQ and the accompanying attachments.

7. Question:

When is the submittal of STATEMENT OF QUALIFICATIONS and SCHEDULE OF FEES due?

7. *Response:*

The STATEMENT OF QUALIFICATIONS and SCHEDULE OF FEES are to be submitted no later than 2:00 PM Tuesday, April 3, 2018 at the Public Works and Engineering (PW/Eng) Department offices at 329 Rheem Boulevard, 2nd Floor, Moraga, CA 94556. Late submissions may be rejected solely at the discretion of the PW/Eng Department Director. Refer to the RFSOQ and accompanying attachments for the format of the submissions.