



RFQ COVER PAGE - VIA EMAIL

TO:

HDR, Inc.
 Attn: Matt Beckingham
 4717 97th Street NW
 Gig Harbor, WA 98332
matt.beckingham@hdrinc.com

International Commissioning Agents
 Attn: Robert Kolnes/B.Gomez
 301 Julie Circle
 Las Vegas, NV 89107
rkolnes@pennairgroup.com
bgomez@pennairgroup.com

Engineering Economics
 Attn: Kevin Quigley
 152 Oakmont Way
 Los Gatos, CA 95032
kevin.quigley@eeiengineers.com

Working Buildings
 Attn: Adrian Houtz
 4501 Circle 75 Pkwy, Ste.B2200
 Atlanta, GA 30339
adhoutz@workingbuildings.com

Heery International
 Attn: Colin Moar
 9600 SW Barnes Road, Ste. 320
 Portland, OR 97225
cmoar@heery.com

Commissioning Agents
 Attn: Robert Chew
 1515 N. Girls School Road
 Indianapolis, IN 46214
robert.chew@cagents.com

Glumac Company
 Attn: Michele Reesnick
 910 Glenn Drive
 Folsom, CA 95630
mreesnick@glumac.com

FROM: Lyndee Berg, Contracts and Procurement Manager
 California Prison Receivership Program
 URS/BLL Joint Venture
 P: 916-779-6414
 C: 916-730-1583
lyndee.berg@ursblljv.com

REGARDING: **ADDENDUM #3 TO: 08RFQ013 – Commissioning Consulting Services**

DATE: November 13, 2008

Any questions should be directed to Ms. Berg at 916-779-6414 or lyndee.berg@ursblljv.com

Q-1: The term “ensure” (or “insure” or “assure” or “certify” or “represent”) can be interpreted as guarantee or warranty. Professional liability insurance, including our company, specifically excludes coverage on any guarantee or warranty that we might agree to or enter into. Should we agree to or enter into a guarantee or warranty it has the effect of allowing the insurance company to deny coverage on claims that might otherwise have been covered. This is not in the best interest of either party.

A-1: This question will be answered during negotiations with the successful firm.

Q-2: Request for Qualifications; Section II.B Specific Scope of Services – Similar content as above regarding the uninsurable use of the word “ensure”.

A-2: This question will be answered during negotiations with the successful firm

2400 Del Paso Rd., Suite 255 Sacramento, CA 95834

Q-3: In RFQ, Part II, Anticipated Scope of Services, part B, Page 5 of 12: "The CA shall recommend how best (in terms of cost and quality) to achieve the goals of LEED Silver (minimum), lowest operating costs and best return on investment (in cooperation with URS/BLL, IPD teams and CPR) for various building systems and processes." Does this indicate the possibility that the CA will also be providing LEED consulting?

A-3: Possibly. This has not yet been determined.

Q-4: Agreement for Commissioning Services; Para. 3 Scope of Services; Work Authorizations – The term "represents" makes this a guarantee. Although we can agree to be responsible for any negligent errors or omissions, we can not guarantee that we will not have some. This provision needs to be modified to reflect the fact that we will be responsible, but that we can't make this guarantee as written due to the negative effect it will have with our professional liability insurance coverage.

A-4: This question will be answered during negotiations with the successful firm.

Q-5: Agreement for Commissioning Services; Para. 7 Compensation; Documentation – We will agree to provide waivers, however, such waivers will be conditioned upon receipt of payment.

A-5: This question will be answered during negotiations with the successful firm.

Q-6: Agreement for Commissioning Services; Para. 12 Default – Recommend inserting electronic media release provisions if we are going to have to turn over documents.

A-6: This question will be answered during negotiations with the successful firm.

Q-7: Agreement for Commissioning Services; Para. 13 Termination for Convenience – Similar comment to above; if we are going to have to turn over our documents (especially if the client is terminating for convenience) then we should add electronic media release provisions.

A-7: This question will be answered during negotiations with the successful firm.

Q-8: Agreement for Commissioning Services; Para. 14 Intellectual Property – We would like to see the following sentence added at the end of the paragraph: "The foregoing notwithstanding, the Consultant shall maintain the copyright to all constituent parts (master specifications, standard details, typical system designs, etc.) utilized by the Consultant in the performance of its services."

A-8: This question will be answered during negotiations with the successful firm.

Q-9: Exhibit C Insurance; Para. F – In the first sentence, we recommend changing the phrase "reduction in limits" to read "reduction in limits by endorsement". The insurance companies will only agree to provide such notice if an endorsement is written.

A-9: This question will be answered during negotiations with the successful firm.