



Purchasing Division

ADDENDUM NO. 3

DATE: August 17, 2020
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Design/Build Grand Junction Bio Compressed Natural Gas (BioCNG) Storage and Fueling Station Optimization Project RFP-4813-20-DH

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Q. Can you provide some background of the drawings that were attached to the proposal request?

A. The drawings are from reference only and to assist the firm with preparing a response to the design-build RFP. The selected firm will need to verify any information after a contract is awarded. There have been several previous projects between 2010 and 2017 at the CNG fleet fueling station and the Persigo BioCNG facility. The drawings are from the previous projects which are all completed.

2. Q. What space is available either at the Persigo WWTP or the Fleet station?

A. Aerial images of both Persigo and the fleet fueling stations are available on the City's GIS maps <http://www.gjcity.org/Maps/>. There is fair amount of open space at Persigo WWTP.

3. Q. What design criteria are we to adhere to other than the volumetric storage of gas noted as being between 60,000 to 75,000 scf of Low Pressure Gas Storage in a round mounted membrane gas holder.

A. Each firm should propose what storage volume they would select for this project based on the project budget, supplied operating data and any other pertinent information. The selected firm will be asked to validate the amount of gas storage required to meet the project objective of not flaring biogas.

4. Q. Can you verify that the scope of work includes:

- a. Ground mounted low pressure Gas Storage of digester gas or as an option Ground Mounted low pressure gas storage of processed CNG
- b. Additional gas flow metering (existing fueling station)

c. Additional flow control valves

- A. a. Either storage option is okay. Firm should include if they are proposing to store raw digester gas or processed CNG.
b. Likely, firm to determine what additional instrumentation and control would enhance the ability to reduce biogas flaring.
c. Likely, firm to determine what additional instrumentation and control would enhance the ability to reduce biogas flaring.

5. Q. The scope states an 'elimination' of flaring of CNG. The data provided of the gas flared shows an amount that is close to 75,000 scf. It appears that it would be inappropriate to state that the gas flaring would be eliminated at the proposed design basis storage volumes.

A. We believe a combination approach of demand side management (better instrumentation and control at the fleet fueling station) and adding supply side storage (gas storage at Persigo) could eliminate flaring. Currently the fleet CNG vehicles use about twice the amount of biogas that Persigo produces. A smart fueling system and an additional wide spot in the process for CNG storage is the objective of this project.

6. Q. How will the City address changes to the design at the 60% and 90% review periods should there be deviation from the design submission at bid time?

A. Should the City make any changes/modifications/additions to the project, beyond the scope of this solicitation process, a change order will be issued for said changes/modifications/additions.

7. Q. What grant was obtained for this project and what requirements are there of the Design Builder through the City's use of the grant funding?

A. The project is partially funded by the Colorado Department of Local Affairs Renewable/Clean Energy Implementation Grant. Grant funding requires will be reviewed with the selected firm.

8. See attached City of Grand Junction Sample Contract.

9. Q. Sheet P-1.0, General Note 1. Confirming that equipment inside dashed line will be provided by Clean Energy and is not part of our current scope of work/procurement.

A. Correct, these drawings are from a project completed in 2017. This scope of work is focused on adding improved instrumentation and automation to the fleet fueling stations.

10. Q. If equipment is to be furnished by Clean Energy, has equipment already arrived at the site, and if so, where is it currently located?

A. N/A, its already installed at 333 West Avenue.

11. Q. Sheet C-1.0: New fence, bollards, wheel stops and bollards are labeled as "by others." Are these items to be included in our scope of work or excluded?

A. No, these are already installed

12. Q. Will a site visit be allowed?

A. There will be no site visits during the solicitation process. The awardee firm will be able to conduct site visits after contract award. Should proposers desire additional site information, they may visit the City's GIS website at <http://www.gjcity.org/Maps/>

13. Q. Does this project need to comply with Davis-Bacon/prevaling wage requirements?

A. No.

14. Q. RFP Section 2.13 lists liquidated damages of \$1,000 per day, but Section 4.4 states that completion date is To Be Determined. Can the City provide a month and year of its anticipated completion date?

A. Desired completion date no later than October 2021. Note, as per Section 5.0 Preparation and Submittal of Proposals, Item C - Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.

15. Q. Will red-line comments currently on the drawings be reconciled in a conformance/for construction set of drawings?

A. No, these drawings are from a previously completed project. These are for reference only and to assist firms in preparing their response to this Design-Build RFP. All information will need to be verified by selected firm after a contract is awarded.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,



Duane Hoff Jr., Senior Buyer
City of Grand Junction, Colorado



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this ____ day of _____, 2015 by and between the **???**, **Colorado**, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and _____ hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as **Title & Number**.

WHEREAS, the Contract has been awarded to the above named Contractor by the Owner, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents;

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement
- b. Negotiated Terms and Conditions/Scope of Work etc.
- c. Solicitation Documents for the Project; **Solicitation Name**;
- d. Intent to Award
- e. Contractors Response to the Solicitation
- f. Work Change Requests (directing that changed work be performed);
- g. Field Orders
- h. Change Orders.

ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

ARTICLE 4

Contract Time and Liquidated Damages: Time is of the essence with respect to this Contract. The Contractor hereby agrees to commence Work under the Contract on or before the date specified in the Solicitation from the Owner, and to achieve Substantial Completion and Final Completion of the Work within the time or times specified in the Solicitation. In the event the Work is not completed in the times set forth and as agreed upon, the Contractor further agrees to pay Liquidated Damages to the Owner as set forth in the Solicitation. The Contractor acknowledges and recognizes the delays, expenses and difficulties involved in proving in a legal proceeding the actual losses suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and the Contractor agree that as Liquidated Damages for delay, but not as a penalty, the Contractor shall pay to the Owner the amounts specified in the Solicitation.

ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in the Contract Documents, the sum of **Amount Written (\$Amount Numerical)**. If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Owner in accordance with the Solicitation.

Upon Final Completion of the Work under the Contract and before the Contractor shall receive final payment, the Owner shall publish at least twice in a newspaper of general circulation published in the County a notice that: 1. the Owner has accepted such Work as completed according to the Contract Documents; 2. the Contractor is entitled to final payment therefore; 3. thirty days after the first publication, specifying the exact date, the Owner shall pay the full balance due under the Contract; and 4. persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing

herein shall be construed as relieving the Contractor and the Sureties on the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5.

ARTICLE 7

Contract Binding: The Owner and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 8

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in four counterparts.

CITY OF GRAND JUNCTION, COLORADO

By: _____
Title: _____ Date _____

ATTEST:

By: _____
Title: _____

(Contractor's Name)

By: _____
Title: _____ Date _____

ATTEST:

By: _____
Title: _____