



## **ADDENDUM NO. 2**

**DATE:** May 22, 2015  
**FROM:** City of Grand Junction Purchasing Division  
**TO:** All Offerors  
**RE:** RFP-4055-15-SH Grand Valley Housing Needs Assessment

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to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

- 1. Question 1:** "We received a copy of the above referenced RFP and would like clarification on Sec 2.45, which requires, "80% Colorado labor to be employed on public works." Below that, Sec 2.45.1 defines a public project (construction, alteration, repair, etc.; that was over \$500K; or receives federal money) in such a way that it does not appear to apply to this RFP. Can you please confirm whether respondents to this RFP must adhere to the Keep Jobs in Colorado Act?" – [You are correct. This is not a public works project, therefore the Keep Jobs in Colorado Act does not apply to this solicitation.](#)
- 2. Question 2:** "We have reviewed the contract provisions provided in the RFP, but is it possible to get a copy of a sample City contract? As part of the proposal process we review sample contracts so that we may provide any questions during the questions/answer period." – [A sample Contract boilerplate is attached to this Addendum document. The highlighted sections are modified on a case by case basis depending on the individual project.](#)
- 3. Question 3:** "I noticed that the Vulnerability Index study was not among the documents provided. I intend to submit questions about what is expected in terms of updating it but first would like to review the most recent document. I found the Grand Valley Coalition for the Homeless website link through their facebook page. The website has a point in time survey dated January 2013. Is this what needs to be updated?" – [This requirement/verbiage will be stricken from the RFP. There is no need for consultants to address the following items:](#)

✓ Section 4.2.1, sixth bullet point “Update the vulnerability index for chronically homeless” shall be deleted and is hereby stricken from the RFP requirements.

✓ Section 4.3.4, item D “Include update to the vulnerability index for chronically homeless” shall be deleted and is hereby stricken from the RFP requirements.

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

All other conditions of subject RFP remain the same.

Respectfully,

Susan Hyatt  
Senior Buyer  
City of Grand Junction, Colorado



CITY OF GRAND JUNCTION/MESA COUNTY, COLORADO

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CONTRACT

This CONTRACT made and entered into this [redacted] day of [redacted], 2015 by and between the [redacted], Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and [redacted] 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 or Mesa County Board of County Commissioners 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/Mesa County, 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/MESA COUNTY, COLORADO**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Date

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**(Contractor's Name)**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_ Date

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_