



Purchasing Division

ADDENDUM NO. 1

DATE: July 18, 2018
FROM: City of Grand Junction Purchasing Division
TO: All Offerors
RE: Contract for Professional Civil Engineering Services for Water and Wastewater Pipeline Replacement Projects RFP-4549-18-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to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.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. We are reviewing the solicitation contract for the referenced RFP and would like to suggest the following language revisions to Section 2.23 of that contract. This language is consistent with Colorado Revised Statutes for comparative responsibility and, in our opinion, more clearly defines the limits of responsibility for negligence on the part of the consultant. Would the City be amenable to revising the contract language as follows?

2.23 Indemnification: Offeror shall ~~defend~~, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property ~~on account of any to the extent caused by the~~ negligent act or fault of the Offeror, or of any Offeror's agent, employee, subFirm or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner ~~to the extent~~ growing out of such injury or damages. ~~Defense obligation shall be reimbursement of reasonable costs, including attorneys' fees, to the extent of actual liability hereunder.~~

A. Paragraph **2.23 Indemnification** shall remain unchanged, and as stated in the solicitation documents.

2. Q. Wondered if the City Attorney would consider adding a simple precursor before "Offeror" in Section 2.23 of the contract that reads:

"Per CRS 13-21-111.5, Offeror shall defend, indemnify and save harmless...". That way the State Statute governing civil liability cases is clearly referenced and can be acknowledged by both parties to the contract.

A. No. This precursor only applies to private sector, not the City.

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

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written in a cursive style.

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