



PURCHASING AND CONTRACTS DIVISION

CITY OF LONGMONT, COLORADO
CONTRACT AMENDMENT NUMBER TWO
H.C. PECK & ASSOCIATES, INC.
CONTRACT # RFP-VS-16040

The following provisions are hereby agreed to and shall be amended to the above referenced Agreement dated 06/30/2016:

- 1. The Performance Schedule for the contract is hereby revised as described in the Boulder County Collaborative - URA Timeline (Mod 1), attached.
2. Section 26, TERM, of the executed contract stated that the contract commenced June 27, 2015. This was a typo; the correct date is June 27, 2016. Please see attached page from contract and memo to file RFP-VS-16040.

Furthermore, Section 26, TERM, is hereby revised as follows: This contract shall commence on June 27, 2016 and shall continue through project completion, which is anticipated June 30, 2017.

All other terms and conditions of the Agreement remain in full force and effect.

SO AGREED:

CITY OF LONGMONT

Valerie Scott
Valerie Scott, CPPB, Procurement Specialist

12/27/16
Date

H.C. PECK & ASSOCIATES, INC.

Lee Satterfield
Signature

12/27/16
Date

Printed Name: Lee Satterfield Hance

Title: President

MEMO TO FILE: RFP-VS-16040

In the Professional Services Contract between the City of Longmont and H.C. Peck and Associates, the date of commencement in section 26, TERM, was incorrectly typed as June 27, **2015**. The correct date is June 27, **2016**. The date has been corrected and initialed on the Contract.

Valerie Scott

Valerie Scott, CPPB
Procurement Specialist
City of Longmont

Boulder County Collaborative - URA Timeline (Mod 1)

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
Intake/Application	File Reviews and Completion of URA Application Documents					
Issuance of Notices	GINs, NOEs, 90-Day Notices, Notices to Vacate					
Advisory Meetings	Meetings to Review Options					
Eligibility Verification	Review of eligibility for all HH's					
DS&S Inspections	For Comps & Actuals			For Actual Replacement Units		
Payment Processing	Claims & QC of files and File Closeout					

Additional Notes

Intake/Application	<i>Thirteen (13) households</i> have completed 100% of the application/intake process submitting the following: Residency documents (DL's, affidavit, Social Security Cards, passports, birth certificates), Consent to Release Information, Housing Surveys, Income tax return submission, Income Self Certification, HUD income limit form, Residential Occupancy Record, utility bills, proof of rent payments, title of MH Ownership (if available), and Duplication of Benefits documentation.
Issuance of Notices	<i>Fifteen (15) out of 21 HH's</i> have received GIN's and Brochures. Other HH's have received the GIN & Brochure via certified mail or the mail was returned.
Advisory Meetings	Continue meetings with each Households to discuss options available, referrals, etc. Continue fully documenting all HH files with any and all HH correspondence.
Eligibility Verification	<i>Eleven (11) out of 21 HH's</i> have submitted eligibility documents and HC Peck has completed the Eligibility Reviews. Continue contacting and meeting with HH's to complete all possible Eligibility Reviews.
DS&S Inspections	To be performed by Longmont staff. Firm may be requested to complete inspections should the need arise.
Payment Processing	Continue meeting with HH's to assist with completing any and all relocation claims: including but not limited to moving costs, down payment assistance and/or rental assistance forms. Continue QC'ing files for accuracy, completeness and file closeout.

22 NO THIRD PARTY BENEFICIARIES: The parties intend no third party beneficiaries under this Agreement. Any person besides City or Consultant receiving services or benefits under this Agreement is an incidental beneficiary only.

23 CITY'S RIGHT TO BAR PERSONNEL FROM WORK SITE: For conduct the City (in its sole discretion) decides may violate applicable laws, ordinances rules or regulations, or may expose City to liability or loss, City may bar any person (including Consultant's and Subcontractor's employees) from the City's work sites. Such a bar shall not require any employee's discharge from employment, but shall merely prohibit the employee's presence at City's work sites. Such a bar shall not warrant an increase in contract time or Price.

24 GRATUITIES: Longmont Municipal Code §4.12.490 States:

24.1 Gratuities and kickbacks.

24.1.1 Gratuities. It is unlawful and unethical for any person to offer, give or agree to give any City employee, City official or former City employee, or for any City employee, City official or former City employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

24.1.2 Kickbacks. It is unlawful and unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor of any person associated therewith, as an inducement for the award of a subcontract or order.

24.1.3 Contract Clause. The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and solicitation therefore.

25 WAIVER: No waiver of any breach or default under this Agreement shall waive any other or later breach or default.

26 TERM: This contract shall commence on June 27, ²⁰¹⁶~~2015~~ and shall continue through project completion, which is anticipated December 31, 2016. (2)

27 TERMINATION:

27.1 In addition to any other available remedies, either party may terminate this Agreement if the other party fails to cure a specified default within seven (7) days of receiving written notice of the default. The notice shall specify each such material breach, in reasonable