



# CITY COUNCIL ACTION FORM

<b>DEPARTMENT</b> Parks and Recreation	<b>PRESENTED BY</b> Diesel Post - Parks and Recreation Director	<b>DATE</b> 12/19/23
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**ITEM**

Consent Agenda

Council Action - Approve entering into a contract with Recreation Engineering and Planning for River Park maintenance construction oversight upon legal team review.

**BACKGROUND**

The River corridor master plan sets a timeline for improvement and maintenance projects. Based on the master plan, the Scout wave was rebuilt in 2022. After the reconstruction, the feature performed as expected until high water. At high water, the wave evolved into a more significant foam pile, and many rafts had difficulty navigating it. After many discussions with Council, community, and staff, the Scout Wave improvement project became a part of the 2024 budget and work plan.

**Screenshot of River Corridor master plan Capital improvement timeline:**

<b>Whitewater Park Capital Improvements</b>				
Proposed Timeline				
	2022	2023	2024	2025
<b>TASK</b>				
Scout Wave Rework	Final Design/Permit-Construction			
Boat Ramp Beach		Design/Permit-Construction		
Bank Improvements		Design/Permit-Construction	Construction	
Bridge Hole Rework			Design/Permit	Construction
Slalom Course		Design/Construction		
Raft Tie Off Anchors		Install		
Signage	Planning/Install			
Memorials		Ongoing		

**FISCAL NOTE**

<b>Construction Contract total:</b>	-\$199,914.00
<b>Construction oversight:</b>	-\$19,795.00
Contingency (20% - based on the variable nature of river projects)	-\$43,941.80
<b>Project Total:</b>	-\$263,650.80
<b>Budget:</b>	\$275,000.00



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### STAFF RECOMMENDATION

To approve a project total of \$263,650 and to enter into a contract with Recreation Engineering and Planning for construction services oversight for the amount of \$19,795.00.

### SUGGESTED MOTION

A Councilperson should move to “combine and approve the items on the consent agenda.”

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**CITY OF SALIDA  
INDEPENDENT SERVICES AGREEMENT**

THIS AGREEMENT FOR INDEPENDENT SERVICES (“Agreement”) is made and entered into this 19 day of December, 2023 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Recreation Engineering and Planning (“Contractor”), whose address is [486 Arapahoe Ave. Boulder, CO 80302].

WHEREAS, the City desires that Contractor perform the Services of [Construction oversight] as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Section 1** of this Agreement; and

WHEREAS, Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided pursuant to this Agreement, and is ready, qualified, willing, and able to provide such services to the City; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, further specified as [Exhibit A] (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

All equipment, tools, materials and supplies required for the performance of services under this Agreement shall be furnished by the Contractor, except that the City of Salida shall furnish the following: [None]

2. Compensation. The City agrees to compensate Contractor, in the following amount/rate/calculation [\$19,795.00], The City shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the City not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be effective as of the date of its execution by both parties, as dated above until the Agreement is terminated pursuant to Section 8 of this Agreement; provided, however, that to the extent that the term of this Agreement exceeds one fiscal year, the obligations described herein shall be subject to annual appropriation by the



City Council, at its sole discretion.

4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for their own liability insurance, and that the City's insurance coverage does not extend to independent contractors or to the Contractor.

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

7. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or error and omission or other tortious conduct of Contractor, its officers, subcontractors, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimated percentage of completion, including the percentage of any and all work items begun but not completed.

9. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.





IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

By: \_\_\_\_\_  
Christy Doon, City Administrator

CONTRACTOR:

By: \_\_\_\_\_  
[Gary Lacy]  
[Owner]



## ***Scope of Work for Construction Engineering Services***

### ***Scout Wave Phase 2***

### ***Salida, Colorado***

***By Recreation Engineering & Planning (REP)***

***November 9, 2023***

The following scope of work is for professional services to complete construction oversight for the Scout Wave Phase 2 project in the Arkansas River in downtown Salida. The construction is anticipated to be completed in January and February 2024. This scope does not include any design or permitting work, which is being completed by REP free of charge.

Hours will be billed at \$145/hr, and \$160/hr for Senior Engineer. See attached fee estimate for hours and expense breakdown by task and personnel.

#### **Task 1 - Construction Engineering Services**

Field engineering, inspection/observation, review of materials, aid in quantity/pay request approval, attendance at a pre-construction meeting, answering contractor questions (RFI's), etc.

Includes site visits during construction by REP engineers to inspect work quality and conformance with design intent and specifications. Site visits are to occur during stone placement and structural concrete forming. REP to review stone placement and forming prior to any concrete pouring. REP to be notified of anticipated schedule for critical review items including stone setting, concrete forming, and cofferdam breaching with sufficient advance notice.

Contractor shall allocate sufficient time to complete any formwork and/or stonework changes prior to concrete pouring. REP to inspect in-stream structures prior to flow testing, then monitor performance with river flow. Travel time and expenses are not included in the estimated fee, and will be volunteered by REP. This scope assumes that a portion of the construction inspection work will be able to be completed remotely using consistent photo sharing and communication as well as on-site camera monitoring.

This does not include additional construction services that may be required based on differing site conditions, contractor error, contractor failure to notify REP with sufficient advance notice for critical review or other unforeseen changes / challenges during construction. If changes arise that require time in excess of the estimated amount, REP will provide a fee estimate to complete the additional work at that time.

***Total Fee: \$19,795***

	Name	Gary Lacy, PE	Mike Harvey	Mason Lacy, PE	Riley Gelatt, PE	Spencer Lacy		
	Role	Senior Engineer	River Designer	Project Engineer	Project Engineer	Graduate Engineer		
	Billing Rate	\$ 160.00	\$ 145.00	\$ 145.00	\$ 145.00	\$ 145.00		
							Total Hrs	Total Fee
<b>Scout Wave Phase 2 Project</b>								
<b>Task 1</b>	<b>Construction Engineering Services</b>							
	Construction Engineering Services			8	5	10	23	\$ 3,335
	Construction Site Visits	5	50			50	105	\$ 15,300
	Project Management and Client Coordination		5			3	8	\$ 1,160
	<b>TOTAL Task 1</b>	<b>5</b>	<b>55</b>	<b>8</b>	<b>5</b>	<b>63</b>	<b>136</b>	<b>\$ 19,795</b>
	<b>Total</b>	<b>5</b>	<b>55</b>	<b>8</b>	<b>5</b>	<b>63</b>	<b>136</b>	<b>\$ 19,795</b>
Note: The fees are estimated not to exceed. Each item will be billed at the hourly rates.							<b>TOTAL PROJECT COSTS: \$</b>	<b>19,795</b>