

CITY COUNCIL ACTION FORM

DEPARTMENT

Parks and Recreation

PRESENTED BY Diesel Post - Parks and Recreation Director

DATE 12/19/23

<u>ITEM</u>

Consent Agenda

Council Action - Approve entering into a contract with Lowry Contracting Inc. for River Park maintenance 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:

2022	2023	2024	2025		
Final Design/Permit- Construction					
	Design/Permit- Construction				
	Design/Permit- Construction	Construction			
		Design/Permit	Construction		
	Design/Construction				
	Install				
Planning/Install					
Ongoing					
	2022 Final Design/Permit- Construction	2022 2023 Final Design/Permit- Construction Design/Permit- Construction Design/Permit- Construction Design/Construction Install Planning/Install Ong	2022 2023 2024 Final Design/Permit- Construction Image: Construction Design/Permit- Construction Design/Permit- Construction Design/Permit- Construction Construction Design/Construction Design/Permit Install Image: Construction Planning/Install Construction		

FISCAL NOTE

Construction Contract total:	-\$199,914.00
Construction oversight:	-\$19,795.00
Contingency (20%)	-\$43,941.80
Project Total:	-\$263,650.80
Budget:	\$275,000.00



CITY COUNCIL ACTION FORM

DEPARTMENT Parks and Recreation PRESENTED BY Diesel Post - Parks and Recreation Director

DATE 12/19/23

STAFF RECOMMENDATION

To approve a project total of \$263,650 and to enter into contract with the Lowry Contracting Inc. for construction services for the amount of \$199,914.

SUGGESTED MOTION

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

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Salida

("Owner") and

Lowry Contracting, Inc.

("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.1 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2023 – 15 Salida Whitewater Park Maintenance – Scout wave.

ARTICLE 2 – THE PROJECT

2.1 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ____2023 – 15 Salida Whitewater Park Maintenance – Scout wave _____

ARTICLE 3 – ENGINEER

- 3.1 The part of the Project that pertains to the Work has been designed by <u>Recreation Engineering</u> and Planning______.
- 3.2 The Owner has retained <u>Recreation Engineering and Planning</u> ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.1 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.2 *Contract Times: Dates*
 - A. The Work will begin no later than January 30, 2024
 - B. The Work will be substantially completed on or before <u>April 1, 2023</u>, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before <u>April 30, 2023</u>.
- 4.3 Liquidated Damages
 - A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

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delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$(0.1%of Base Bid Amount) for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

4.4 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.1 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the unit prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

- 6.1 *Submittal and Processing of Payments*
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.2 *Progress Payments; Retainage*
 - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the <u>10th</u> day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based

on the number of units completed) or, in the event, there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. <u>90 percent of Work completed (with the balance being retainage).</u>
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed.
- 6.3 Final Payment
 - A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price as recommended by Engineer.

ARTICLE 7 – INTEREST

7.1 All amounts not paid when due shall bear interest at the rate of <u>3</u> percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.1 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.1 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Drawings
 - 3. Addenda(s)
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 - MISCELLANEOUS

- 10.1 Terms
 - A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- 10.2 Assignment of Contract
 - A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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10.3 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.4 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.5 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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IN WITNESS WHEREOF, Owner and Contracto	or have signed this Agreement.
This Agreement will be effective on	(which is the Effective Date of the Contract).
OWNER:	CONTRACTOR:
By:	By:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
	License No.:

(where applicable)

OPINION OF PROBABLE CONSTRUCTION QUANTITIES

SALIDA SCOUT WAVE MAINTENANCE IMPROVEMENTS 2024

Bid Item

No.	ltem	Description	Quantity	Unit	Unit Price	Cost
1	MOBILIZATION	Equipment access and staging.	1	LS	\$ 1,000	\$1,000
2	TREE REMOVAL	Remove and haul off approx 20 trees. Trees are on both banks of the river.	1	LS	\$ 4,800	\$4,800
3	EARTHWORK (EXCAVATION)	Regrade the river left bank. Regrade river right trail and side-slope. Excavated material to be hauled-off or responsibly deposited on site.	900	CY	\$ 15.10	\$13,590
4	WATER CONTROL AND DEWATERING	Cofferdams. Water diversion around various work sites. Pumping. Care of water.	1	LS	\$ 18,450	\$18,450
5	REINFORCED CONCRETE WALLS	Formed and reinforced wall tied into existing wall adjacent to wave structure. Dowel rebar into existing.	14	CY	\$ 1,059	\$14,826
6	IMPORTED 3-4' BOULDERS, SET AND GROUT	Grouted wing boulders set on top of existing grouted rock.	180	CY	\$ 243	\$43,740
7	RESET EXISTING FISH PASSAGE/WING BOULDERS	Reset existing ungrouted boulders in the river left wing to new elevations and positions.	75	CY	\$ 22.00	\$1,650
8	IMPORTED 3-4' BOULDERS, SET (UNGROUTED)	Ungrouted boulders set at the upstream boat ramp to enhance the existing current deflector.	10	CY	\$ 180	\$1,800
9	IMPORTED 3-4' BOULDERS, SET (UNGROUTED)	Ungrouted terraced boulders set at the toe of the river left bank. Bottom boulder set deep. Assume suitable subgrade.	218	CY	\$ 180.00	\$39,240
10	RESET EXISTING BOULDERS AND GROUT	Reset existing ungrouted trail-side instream boulders to new elevations and positions. Grout. Assume suitable subgrade.	105	CY	\$ 94.00	\$9,870
11	RESET EXISTING BOULDERS (UNGROUTED)	Reset existing ungrouted uphill trail-side boulders to new elevations and positions. Ungrouted. Assume suitable subgrade.	110	CY	\$ 22.00	\$2,420
12	CONCRETE DEMOLITION AND REMOVAL	Demo existing riverside concrete trail. Dispose of concrete material off-site.	20	CY	\$ 102.50	\$2,088

13	REINFORCED CONCRETE TRAIL	6" thick reinforced concrete riverside trail. Width varies. Pour directly on existing large cobble.	120	SY	\$ 110.00	\$13,200
14	IMPORTED 3-4' BOULDERS, SET (UNGROUTED)	Ungrouted upland boulder terracing uphill of the new river right trail.	118	CY	\$ 180.00	\$21,240
15	DREDGING AND RIVERBED RE-GRADING	Dredge and remove riverbed material in the area shown on the plans as directed by the engineer. Re-grade riverbed after dredging.	1	LS	\$ 5,000.00	\$5,000
16	MODIFY GRADE CONTROL	Install large material as directed by engineer to adjust the tailwater control.	1	LS	\$ 2,000.00	\$2,000
17	MISCELLANEOUS EQUIPMENT HOURS		20	HR	\$ 250.00	\$5,000

GRAND TOTAL

\$199,914

Notes:

1. This estimate assumes the City of Salida will complete the revegetation and tree planting tasks.

2. Engineer construction oversight will be required and is not included in this cost estimate.

CITY OF SALIDA COLORADO ARKANSAS RIVER WW PARK MAINTENANCE

NOVEMBER 10, 2023

SHEET INDEX:



COLORADO ONE-CALL IS THE UNDERGROUND UTILITY NOTIFICATION CENTER FOR THE STATE OF COLORADO, THROUGH THIS FACILITY, CONTRACTORS CAN NOTIFY OPERATORS OF UNDERGROUND FACILITIES OF PROPOSED EXCAVATIONS TO REQUEST THAT THE UNDERGROUND FACILITIES BE MARKED BEFORE YOU DIG. CONTRACTORS WHO ENGAGES IN ANY TYPE OF EXCAVATION ARE REQUIRED TO CONTACT COLORADO ONE-CALL AND PROVIDE ADVANCED NOTICE.

CONTRACTOR MUST CALL THE 811 HOTLINE OR 800-922-1987 AT LEAST TWO WORKING DAYS PRIOR TO BEGINNING EXCAVATION. THE HOTLINE OPERATOR WILL NOTIFY LOCAL UTILITIES OF THE DIG LOCATION, AND UTILITY REPRESENTATIVES WILL MARK UNDERGROUND UTILITIES WITH PAINT OR FLAGS. PRIVATE PROPERTY UTILITY LINES WILL NOT BE LOCATED BY THE REPRESENTATIVE. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND PROTECTING ALL UTILITIES FROM DAMAGE.

PROJECT:

THE SCOPE OF WORK FOR THIS PROJECT INCLUDES BUT IS NOT LIMITED TO THE REMOVAL AND REPLACEMENT OF LARGE GROUTED BOULDERS, CONCRETE, AND NATIVE COBBLE ARMORING AT, ADJACENT TO, AND APPURTENANT TO AN EXISTING RIVER STRUCTURE. THIS RIVER STRUCTURE IS A POPULAR TAKE-OUT AND DESTINATION FOR RIVER RECREATIONALISTS IN THE CITY OF SALIDA AND IS SCHEDULED FOR REPAIR/MAINTENANCE/MODIFICATION/IMPROVEMENT. CHANNEL GRADING, BANK STABILIZATION AND GREENWAY TRAIL MAINTENANCE/MODIFICATION IS ALSO PROPOSED AS PART OF THIS STRUCTURE MAINTENANCE PROJECT. THE EXISTING STRUCTURE WILL BE REPAIRED AND MODIFIED AT THE SAME LOCATION AS EXISTING WITH THE SAME MATERIALS.

PROJECT LOCATION:

LATITUDE: 38°32'11.7"N LONGITUDE: 105°59'20.0"W

CHAFFEE COUNTY



VICINITY MAP



01	COVER SHE
02	EXISTING C
03	STAGING, A
04	PROPOSED
05	STRUCTUR
06	STRUCTUR
07	STRUCTUR
08	STRUCTUR
09	BANK TRAII

10

11

PROJECT OWNER:

CITY OF SALIDA COLORADO 448 E. FIRST STREET, SUITE 112 SALIDA, COLORADO 81201

LEGEND:

	RIPRAP
X	GROUTED BOULDER STRUCTUR
	CONCRETE STRUCTURES
X	EXISTING GROUTED BOULDER
	EXISTING CONCRETE STRUCTU
	EXISTING 18" SCOUR PROTECT

PERMIT SET FOR REVIEW NOT FOR CONSTRUCTION

PROPOSED MAINTENANCE DATES: JANUARY-FEBRUARY 2024

FFT CONDITIONS ACCESS, WATER CONTROL STRUCTURE MAINTENANCE RE PLAN VIEW RE PROFILES RE CROSS SECTIONS RE PROFILES L DETAILS WATER CONTROL TYPICAL TYPICAL BMPs

ABBREVIATIONS:

	AVG	AVERAGE
	E	EAST
	ELEV	ELEVATION
	FT	FEET
E	IN	INCHES
	MAX	MAXIMUM
	MIN	MINIMUM
	N	NORTH
	NTS	NOT TO SCALE
	OC	ON CENTER
	OHWM	ORDINARY HIGH WATER MARK
STRUCTURES	SHT	SHEET
	STA	STATION
	STD	STANDARD
JRES	TYP	TYPICAL

CTION AND/OR NATIVE ARMOR MATERIALS

	RECREATION ENGINEERING AND PLANNING 485 ARAPAHOE AVE. BOULDERI CO I 80302 WWW.BOATERPARKS.COM Recreation Engineering & Planning						
		UKALI					
PROJECT OWNER:	CITY OF SALIDA 448 E. FIRST STREET	SUITE 112 SALIDA, CO 81201					
ARKANSAS RIVER WW PARK MAINTENANCE	ARKANSAS RIVER SALIDA, COLORADO	90% DESIGN SET	COVER & TOC				
NO		BIONS: DAT 	E				
DESIGNED	SL	DRAFTED:	RG				
PLOT DATE	ML 11/10)/2023					
DRAWING NO.							
1							
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NOTE:

THE WATER CONTROL AND CONSTRUCTION PHASING PLAN SHOWN HERE IS PRELIMINARY AND INTENDED TO DEMONSTRATE ONE POSSIBLE PHASING APPROACH THAT IS FEASIBLE. FINAL WATER CONTROL AND PHASING PLAN TO BE DEVELOPED BY SELECTED CONSTRUCTION CONTRACTOR, AND SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.

LEGEND

CONSTRUCTION STAGING ORDINARY HIGH WATER MARK (OHWM)

TEMPORARY COFFERDAM

STAGING, ACCESS, WATER CONTROL AND MATERIAL STORAGE



SCALE BAR 1"=20' CONTOUR INTERVAL 1FT



TEMPORARY CONSTRUCTION STAGING



TEMPORARY CONSTRUCTION ACCESS



DREDGED MATERIAL STORAGE AREA

TEMPORARY COFFER DAM

		485 ANAPAHOE AVE. BOULDERI CO 80302 WWW.BOATERPARKS.COM	Kecreation Engineering & Planning			
		UKALI				
PROJECT OWNER:	CITY OF SALIDA 448 E. FIRST STREET	SUITE 112 SALIDA, CO 81201				
W PARK MAINTENANCE	SALIDA, COLORADO	ESIGN SET	S WATER CONTROL			
ARKANSAS RIVER W	ARKANSAS RIVER	90% DE	STAGING ACCES			
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			HATCH LEGEND	
	+	SCALE BAR 1"=20'	GROUTED BOULDER STRUCTURES	
SALIDA SCOUT WAVE MAINTENANCE IMPROVEMENTS PLAN VIEW		20 0 20	CONCRETE STRUCTURES	EXISTING CO
WATERWAY CENTERLINE (THALWEG) ORDINARY HIGH WATER MARK (OHWM)		CONTOUR INTERVAL 1FT	RIPRAP	EXISTING 18"

ROUTED BOULDER STRUCTURES

ONCRETE STRUCTURES

SCOUR PROTECTION AND/OR NATIVE ARMOR MATERIALS

SIGNED: SL DRAFTED: RG

DRAWING NO.

4

SHEET 4 OF 12

PLOT DATE: 11/10/2023







ELEV 7033.0	RECREATION ENGINEERING AND PLANNING 485 ARAPAHOE AVE. BOULDER CO 80302 WWW.BOATERPARKS.COM Recreation Engineering & Planning			
ELEV 7033.0	DRAFT			
	PROJECT OWNER:	CITY OF SALIDA 448 E. FIRST STREET	SUITE 112 SALIDA, CO 81201	
/ELEV 7032.0 ;*;	ISAS RIVER WW PARK MAINTENANCE	ANSAS RIVER SALIDA, COLORADO	90% DESIGN SET	STRUCTURE CROSS SECTIONS
ELEV 7031.5			BIONS: DAT 	E
	RET 7 OF 12			RG NO.









PLACE SUITABLE LARGE NATIVE COBBLE ARMOR.





