



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	January 21, 2025

AGENDA ITEM

Consent agenda: approval of the contract with Colorado Concrete Repair for the resurfacing of the Salida Hot Springs Aquatics Center natatorium and office floors.

BACKGROUND

Council approved the resurfacing of the SHSAC floors in the 2025 budget at a cost of \$125,000. The project was put out to public bid on BidNet and 3 bids were received.

Bidder	Bid
Colorado Concrete repair	\$85,358
Concrete Craft Denver West	\$92,092
Miracle Method of Western Colorado	\$97,856.85

RECOMMENDATION

To approve entering into a contract with Colorado Concrete Repair for the amount of \$85,358 for the resurfacing of the SHSAC natatorium and office floors.

FISCAL IMPACT

Project bid:	\$85,358
Plus 15% contingency	\$12,803.70
Total	\$98,161.70

MOTION

A Councilmember should make a motion to “combine and approve the items on the consent agenda”, followed by a second and a roll call vote.



CITY OF SALIDA INDEPENDENT SERVICES AGREEMENT

THIS AGREEMENT FOR INDEPENDENT SERVICES (“Agreement”) is made and entered into this 21st day of January, 2023 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Colorado Concrete Repair (“Contractor”), whose address is [3450 E Easter Pl, Centennial, CO 80122].

WHEREAS, the City desires that Contractor perform the Services of [resurfacing the Salida Hot Springs Aquatics Center floor] 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: [Nothing]

2. Compensation. The City agrees to compensate Contractor, in the following amount/rate/calculation [\$85,358.00], 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.



11. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

12. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

13. Assignability. Contractor shall not assign this Agreement without the City's prior written consent.

14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

15. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

17. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Notices. Any written notices required to be given under this Agreement shall be delivered as follows:

To the City: City Administrator
City of Salida
448 E. First Street, Suite 112
Salida, CO 81201
(719)-539-4555

To the Contractor: [Colorado Concrete Repair
3450 E Easter Pl
Centennial, CO 80122
720-258-6571]

18. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All



rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

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: _____
[Nick Ferguson]
[Office Manager]



COLORADO CONCRETE REPAIR

Commercial and industrial
concrete coating services.

City of Salida

410 W. Hwy 50
Salida, CO

Estimate #2328

From **Colorado Concrete Repair**
720.258.6571
sales@coconcreterepair.com
http://coconcreterepair.com
Colorado Concrete Repair
3450 E Easter Pl
Centennial, CO 80122

Bill To 410 W. Hwy 50
Salida, CO

Sent On 09/11/2024

Job Title Pool Deck Area Decorative/Industrial
Seamless Epoxy Floor Resurfacing
Project

Product/Service	Description	Qty.	Unit Price	Total
				Optional
[Pool Deck Area] Decorative Flake Vinyl Chip System	<p>1. Surface Preparation - Grind Concrete Substrate using industrial grinders with diamond metal tooling attached to HEPA filter vacuums. The Grinding process will conclude when the Concrete Substrate prep has reached a CSP of 2 or greater (Concrete Surface Profile). This step opens the pores of the concrete and allows our VAPOR BARRIER EPOXY (VBE) application to penetrate the substrate. Once ground we will sweep clean the floor using HEPA filter vacuums.</p> <p>2. Fill Holes, Joints and Cracks with Thickened VAPOR BARRIER EPOXY (VBE) - Prep all holes, joints and cracks to receive a resinous thickened VAPOR BARRIER EPOXY (VBE) epoxy patch that will cure overnight and be ground flush the next day.</p> <p>3. Install Primer Coat of VAPOR BARRIER EPOXY (VBE) - Install a primer coat of VAPOR BARRIER EPOXY (VBE) to manufacturers specification. Allow to Cure.</p> <p>4. Install Mid coat of LevelGuard™ EP Epoxy w/ Decorative Vinyl Chip Broadcast - Install Mid coat LevelGuard™ EP epoxy with Decorative Vinyl Chip (Color TBD) broadcast to rejection. Install epoxy using gauge rakes, roller naps and brushes at desired manufacturer thickness.</p> <p>5. Clean Up Excess Decorative Vinyl Chip - Once Cured. Sweep up and clean excess flake from the floor using Brooms/HEPA filter vacuums.</p> <p>6. Install Kinetic® HS Polyaspartic Topcoat - Install Industrial Kinetic® HS Polyaspartic topcoat using a flat squeegee, roller naps and brushes to manufacturers specifications. The Slip resistance characteristics better wear characteristics will come from the Polycarbonate traction additive that is mixed within the Polyaspartic Topcoat.</p> <p>***Pool Deck Area***</p>	3482	\$14.00	\$48,748.00



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Product/Service	Description	Qty.	Unit Price	Total
[Lobby Area] Decorative Flake Vinyl Chip System	<p>1. Surface Preparation - Grind Concrete Substrate using industrial grinders with diamond metal tooling attached to HEPA filter vacuums. The Grinding process will conclude when the Concrete Substrate prep has reached a CSP of 2 or greater (Concrete Surface Profile). This step opens the pores of the concrete and allows our VAPOR BARRIER EPOXY (VBE) application to penetrate the substrate. Once ground we will sweep clean the floor using HEPA filter vacuums.</p> <p>2. Fill Holes, Joints and Cracks with Thickened VAPOR BARRIER EPOXY (VBE) - Prep all holes, joints and cracks to receive a resinous thickened VAPOR BARRIER EPOXY (VBE) epoxy patch that will cure overnight and be ground flush the next day.</p> <p>3. Install Primer Coat of VAPOR BARRIER EPOXY (VBE) - Install a primer coat of VAPOR BARRIER EPOXY (VBE) to manufacturers specification. Allow to Cure.</p> <p>4. Install Mid coat of LevelGuard™ EP Epoxy w/ Decorative Vinyl Chip Broadcast - Install Mid coat LevelGuard™ EP epoxy with Decorative Vinyl Chip (Color TBD) broadcast to rejection. Install epoxy using gauge rakes, roller naps and brushes at desired manufacturer thickness.</p> <p>5. Clean Up Excess Decorative Vinyl Chip - Once Cured. Sweep up and clean excess flake from the floor using Brooms/HEPA filter vacuums.</p> <p>6. Install Kinetic® HS Polyaspartic Topcoat - Install Industrial Kinetic® HS Polyaspartic topcoat using a flat squeegee, roller naps and brushes to manufacturers specifications. The Slip resistance characteristics better wear characteristics will come from the Polycarbonate traction additive that is mixed within the Polyaspartic Topcoat.</p> <p>***Lobby Area***</p>	1815	\$14.00	\$25,410.00



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Product/Service	Description	Qty.	Unit Price	Total
[Rec. Office/Sup. Office/Front Office] Decorative Flake Vinyl Chip System	<p>1. Surface Preparation - Grind Concrete Substrate using industrial grinders with diamond metal tooling attached to HEPA filter vacuums. The Grinding process will conclude when the Concrete Substrate prep has reached a CSP of 2 or greater (Concrete Surface Profile). This step opens the pores of the concrete and allows our VAPOR BARRIER EPOXY (VBE) application to penetrate the substrate. Once ground we will sweep clean the floor using HEPA filter vacuums.</p> <p>2. Fill Holes, Joints and Cracks with Thickened VAPOR BARRIER EPOXY (VBE) - Prep all holes, joints and cracks to receive a resinous thickened VAPOR BARRIER EPOXY (VBE) epoxy patch that will cure overnight and be ground flush the next day.</p> <p>3. Install Primer Coat of VAPOR BARRIER EPOXY (VBE) - Install a primer coat of VAPOR BARRIER EPOXY (VBE) to manufacturers specification. Allow to Cure.</p> <p>4. Install Mid coat of LevelGuard™ EP Epoxy w/ Decorative Vinyl Chip Broadcast - Install Mid coat LevelGuard™ EP epoxy with Decorative Vinyl Chip (Color TBD) broadcast to rejection. Install epoxy using gauge rakes, roller naps and brushes at desired manufacturer thickness.</p> <p>5. Clean Up Excess Decorative Vinyl Chip - Once Cured. Sweep up and clean excess flake from the floor using Brooms/HEPA filter vacuums.</p> <p>6. Install Kinetic® HS Polyaspartic Topcoat - Install Industrial Kinetic® HS Polyaspartic topcoat using a flat squeegee, roller naps and brushes to manufacturers specifications. The Slip resistance characteristics better wear characteristics will come from the Polycarbonate traction additive that is mixed within the Polyaspartic Topcoat.</p> <p>***Rec. Office/Sup. Office/Front Office***</p>	800	\$14.00	\$11,200.00

A deposit of \$42,679.00 will be required to schedule any work. Thank you.

Total	\$85,358.00
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Any specific language above supersedes the language below if there is a conflict.

We propose to furnish all labor, materials, equipment and supervision necessary for the scope of work described above. Our pricing is further defined by the following inclusions, exclusions and clarifications:

Additional mobilizations are possible if both parties schedules can fit the additional days needed and the additional cost. These will be processed as a CHANGE ORDER.

PROPOSAL PRICING OPTIONS:

-Portable Power Generator (220V) @ \$50/day if needed. This will be processed as a CHANGE ORDER and communicated at the beginning of the project.

INCLUSIONS:

- Cleanup of our identifiable debris to a dumpster provided by others
- One mobilization for complete scope of work
- Floors to be of sound construction, swept clean, meet level specification, smooth and free of other trades debris or contaminants.
- Lighting provided by others as required for inspection.
- If shot blasting, shot blasting limited to where machine can get access.
- All work to be performed by experienced tradesman in a professional manner.

EXCLUSIONS:

- Heating, cooling and ventilation control responsibility of others.
- Control and isolation of fire protection system in work area. Colorado Concrete Repair will not mask off smoke/fire detection equipment.
- Lighting and task lighting installed and working as used for inspection of floor.
- Dust protection and protection of finished surfaces responsibility of others.
- Provision of portable power. We may require 220V or 3 phase power. Electrician to wire in pigtail for 220V supply.
- Patching of divots, voids and slope or fill is excluded from base pricing.
- Degreasing or removal of contaminants in substrate.
- Damages and Delays: Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at scheduled rates over and above the amount of this proposal. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather accidents, fire, vandalism, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in work and delays caused by others. In the event of these occurrences, Contractors time for performance under this proposal shall be extended for a time sufficient to permit completion of the work.

CLARIFICATIONS:

- This proposal is valid for thirty (30) days from the date listed above.
- For most projects a deposit of 50% will be required for us to schedule the work.
- This proposal is for the ACH, cash, or check price which has been discounted at 4% from the original price. If you would like to pay with another form such as credit card or Venmo, CCR must approve this transaction and the discount will be forfeited and the original amount less the 4% discount will be due.
- This proposal is based on a standard forty (40) hour work week, Monday through Friday, excluding holidays and weekends.
- Due to the market conditions in the United States and around the globe, the availability of the material for this project may be contingent upon our distributor's allocations of materials including but not limited to paint and raw materials such as resin.
- We assume we will be provided with adequate lay down and parking areas.
- This proposal assumes that we will be provided with an OSHA compliant site including sanitary facilities and a dumpster for our daily cleanup.
- We assume all equipment furnished and installed by others will be delivered and installed in a timely manner to allow Colorado Concrete Repair time to complete our portion of work.
- Others shall not hold us liable for errors or omissions in design, nor inadequacies of detail in the design / specification, materials and equipment specified or supplied by others.
- Equipment and materials supplied by Colorado Concrete Repair are warranted only to the extent that the manufacturer warrants the same.
- This proposal is based on continuous phasing of work and detailed input into the construction schedule.



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- GC/Owner to protect floor after completion if other trades still need the space.
- Samples to be approved by GC/Owner before project start. (Some flooring systems may require samples to be completed on site for true color approval.)
- Customer is not only approving color, but also texture, slip resistance and clean-ability.
- For areas where Colorado Concrete Repair surfaces meet other flooring materials, CCR is not proposing to install transition strips.
- Price reflects slab to be placed properly with slab moisture content less than 3 lbs/1,000SF or less than 75% Relative Humidity. If moisture content is higher than these limits, primer may need to be replaced with a moisture mitigation system. This would be a Change Order.
- This proposal is based on a mutually agreeable contract and schedule, to be determined.
- If a formal contract is required, please attach this proposal as part of the contract.
- Proposal based on billing in the month performed and a paid when paid basis.
- We reserve the right to adjust our pricing prior to entering into a written agreement for this work.
- Anything (verbal or written) expressed or implied elsewhere, which is contrary to these conditions shall be null and void.
- Flooring may have a small variance compared to the flooring sample.

Thank you for the opportunity to provide you with our proposal. If you have any comments, questions or require further clarification, please do not hesitate to contact us at 720.258.6571 and press 4 for Office Manager or call Nick Ferguson directly at 303.726.6571.

Signature: _____ **Date:** _____