



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: March 30, 2022	Department: Parks & Rec
Meeting Date: April 5, 2022	Department Head: Brad Raney
	Presenter: Brad Raney

Subject:

Approval of an agreement with Arrow Land and Water, LLC for design consulting services for the Riverside Memorial Park Project in the amount of \$14,500.

Background/Alternatives:

In 2020, the Park and Recreation obtained a Land and Water Conservation Fund (LWCF) Grant to repair a portion of the Riverbank at Riverside Park and replace the playground. In 2022, we received a grant to replace the pathway and add lighting in Riverside Park. The first step of the project is for a consultant to design the repair to the Riverbank. The repair is necessary to prevent erosion of the bank from threatening Park assets and investments. We solicited quotes from interested firms and Arrow Land and Water provided the lowest quote.

Attachments:

Agreement, Quote Tabulation

Fiscal Impact:

\$14,500 out of the project fund. LWCF will reimburse 50% of the cost.

Staff Impact:

Staff will administer the agreement.

Legal Review:

Pending

Suggested Motion:

I move to approve the agreement with Arrow Land Water, LLC for design consulting services, in the amount of \$14,500, pending legal approval.

AGREEMENT

THIS AGREEMENT, made this **5th** day of, **April 2022**, by and between CITY OF GREEN RIVER, hereinafter called "OWNER", and **Arrow Land and Water, LLC** hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned;

1. The CONTRACTOR will commence and complete the **Riverside Memorial Park Riverbank Project Design** consisting of services listed in the Request for Quote to include;

- Review plans, construction photos/documentation, as-builts of the existing structure to ensure the fix is adequate to remedy the erosion issue and prevent future breaches. Review availability of materials within the City that can be used for the repair. This will help to aid in the decision if the existing material can be reused to fill behind the proposed rocks/bank stabilization.
- Survey existing site.
- Design plans and profiles that meet engineering industry standards, clearly exhibit the bid items, requirements, work items, etc. to allow competent bidding and construction and provide general and specific specifications for all work items and material associated with the Riverbank Stabilization portion of the project.
- Provide an Engineer's Cost Estimate to City before bidding.
- Assist the City of Green River in obtaining appropriate permits for construction including but not limited to the Army Corps of Engineers and Wyoming Department of Environmental Quality.

2. The CONTRACTOR will furnish specified material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein;

3. The CONTRACTOR hereby agrees to fully complete the project before the date specified in the Request for Quote. CONTRACTOR further agrees to pay a penalty of \$500 for each consecutive calendar day thereafter that the project remains incomplete;

4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the various unit prices as

shown on the Bid Form. The Contract Price of your Contract is not to exceed \$14,500.

5. The OWNER will pay to the CONTRACTOR with 45 days of receipt of invoice from completed work.
6. By execution of this Agreement, it is understood and agreed to between the parties that nothing contained herein, nor execution of this Agreement, constitutes a waiver by the City of Green River of its sovereign immunity under Wyoming law.
7. If either party hereto shall bring any legal action against the other to enforce any right or obligation based upon this Contract, the successful party in such legal action shall be entitled to recover a judgment therein for, and the unsuccessful party shall be obligated to pay, all of the cost and expenses of any kind and nature whatsoever incident to the prosecution of defense of such legal action and the preparation thereof, including a reasonable attorney fee;
9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns;

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (three) copies, each of which shall be deemed an original on the date first above written.

OWNER:

By: _____

Name: Pete Rust

Title: Mayor, City of Green River

(Seal)

ATTEST:

Name: Chris Meats
Title: City Clerk

CONTRACTOR:

By: _____

Name: _____

(Please Type)

Address: _____

(Seal)

ATTEST:

Name: _____

(Please Type)

QUOTE TABULATION - LWCF Riverside Park Riverbank Design Quotes

Quote Due Date: March 25, 2022

Design Work to Include: Survey, Specs for Bid, and permitting

BIDDER	Quote	Statement of Qualifications				
Arrow Land and Water Big Piney, WY	14,500.00	X				
WWC Engineering Laramie, WY	20,200.00	X				
WHS/Flowpath Rock Spings, WY	45,320.00	X				