

RESOLUTION NO. 11-76

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF CASTLE PINES, COLORADO
APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES
AGREEMENT WITH VISUAL ENVIRONMENTS, INC. FOR THE PROVISION OF
GIS AND MAPPING SERVICES TO THE CITY OF CASTLE PINES**

WHEREAS, the City of Castle Pines (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, the City has previously entered into a Professional Services Agreement (the “Agreement”) with Visual Environments, Inc. (the “Consultant”) to provide the City with certain mapping and GIS services for the purpose of assisting with long-range planning and infrastructure maintenance, as those services are more particularly described in the Agreement (the “Services”); and

WHEREAS, the Agreement was approved by Resolution No. 11-31 and established a not to exceed figure of Ten Thousand Dollars (\$10,000.00) for the initial term of the Agreement; and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2011; and

WHEREAS, Section 4 of the Agreement provides that the term may be renewed or extended by mutual agreement of the Parties signed by the City Authorized Representative and the Consultant Authorized Representative, as those terms are defined in the Agreement; and

WHEREAS, City Council desires to extend the term of the Agreement for calendar year 2012 and further desires the Consultant to provide the Services to the City in accordance with the terms and conditions of the Agreement and the First Amendment to the Agreement, a copy of which is attached to this Resolution as Exhibit 1 and is incorporated herein (the “First Amendment”); and

WHEREAS, the City desires to engage the Consultant to provide the Services more particularly described in the Agreement during calendar year 2012 subject to the terms and conditions of the Agreement and the First Amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City Council hereby (a) approves the attached First Amendment, in substantially the form attached hereto as Exhibit 1, (b) authorizes the City Attorney to make such changes as may be needed to correct any nonmaterial errors or language or to negotiate such changes to the First Amendment as may be appropriate that do not substantially increase the obligations of the City, and (c) authorizes the Interim City Manager, as the City Authorized

Representative named in the Agreement to execute the First Amendment on behalf of the City with the approval of the City Attorney.

Section 2. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining issues of this Resolution.


Section 3. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 4 in favor and 0 against this 22nd day of November, 2011.



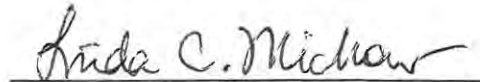
Jeffrey T. Huff, Mayor

ATTEST:



Sharon DeRouen, City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

EXHIBIT 1

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
WITH VISUAL ENVIRONMENTS, INC.**

**FIRST AMENDMENT TO
CITY OF CASTLE PINES AND VISUAL ENVIRONMENTS, INC.
PROFESSIONAL SERVICES AGREEMENT**

THIS **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the "First Amendment") is made and entered into this 22nd day of November, 2011, by and between the **CITY OF CASTLE PINES**, a Colorado municipal corporation (the "City") and **VISUAL ENVIRONMENTS, INC.**, a Colorado corporation (the "Consultant").

WHEREAS, the City and Consultant are parties to that certain Professional Services Agreement dated May 13, 2011 (the "Agreement"), for certain mapping and GIS services related to assisting the City with long-range planning and infrastructure maintenance; and

WHEREAS, the Agreement was approved pursuant to City Resolution No. 11-31 and established a not to exceed figure of Ten Thousand Dollars (\$10,000.00) for the initial term of the Agreement; and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2011; and

WHEREAS, Section 4 of the Agreement provides that the term may be renewed or extended by mutual agreement of the Parties signed by the City Authorized Representative and the Consultant Authorized Representative, as those terms are defined in the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement for calendar year 2012 and establish a not to exceed figure of Twenty Thousand Dollars (\$20,000.00) for the total fees and expenses to be paid to Consultant during such one (1) year extension; and

WHEREAS, the City desires to engage the Consultant to provide the Services more particularly described in the Agreement during calendar year 2012 subject to the terms and conditions of the Agreement and this First Amendment.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants hereinafter set forth and for other good and valuable consideration, agree to amend the Agreement between the parties dated May 13, 2011, as follows:

A. Section 3 of the Agreement shall be replaced in its entirety with the following:

3. COMPENSATION FOR SERVICES: In consideration for the provision of Services described in Exhibit A, the City agrees to compensate the Consultant based on the following:

a. In consideration for the completion of the Services specified herein by Consultant, the City shall pay Consultant on a time and materials basis in accordance with the hourly rates and estimated reimbursable expenses set forth in Exhibit A. Except as may be agreed upon by the City and Consultant through written change orders as described in Section 2 above, in no event shall the total fees and expenses paid to Consultant under this Agreement exceed Twenty

Thousand Dollars (\$20,000). The City and Consultant may mutually agree, however, to extend the scope of Services, in which case the Consultant and City may amend this Agreement to include such additional services and compensation based on the agreed upon fee for such additional services.

b. The Consultant shall submit invoices to the City in accordance with the terms of this Agreement. Invoices will be billed to the City on a regular basis, but no more frequently than every thirty (30) days. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing the services hereunder.

c. Consultant's invoices shall be in a format acceptable to the City, shall be supported by information in such detail as may be required by the City and shall be sufficient to substantiate that the Consultant has performed the Services described in Exhibit A. With each invoice, to the extent possible, the Consultant shall submit an activity service report detailing the Services provided in accordance with Exhibit A. The City may withhold payment for work which is not completed as scheduled, or which is completed unsatisfactorily, until completed satisfactorily and may deny payment for such work upon termination by the Consultant.

B. Section 4 of the Agreement shall be replaced in its entirety with the following:

4. **TERM:** It is mutually agreed by the Parties that the term of this Agreement shall commence as of January 1, 2012 and shall terminate on December 31, 2012, unless earlier terminated by the terms of this Agreement. This Agreement may be renewed or extended by mutual agreement of the Parties signed in writing by the City Authorized Representative and the Consultant Authorized Representative. This Agreement and/or any extension of its term beyond the current fiscal year shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's satisfaction with all services received during the preceding term.

C. No Further Amendments. Nothing contained in this First Amendment shall affect any other provisions of the Agreement except as specifically set forth herein.

IN WITNESS WHEREOF, the City and the Consultant have executed this First Amendment as of the dates set forth below.

CITY OF CASTLE PINES, a Colorado municipal corporation

BY: 
James McGrady, Interim City Manager

ATTEST:



City Clerk or Deputy City Clerk

APPROVED AS TO LEGAL FORM:



Linda C. Michow, City Attorney

CONSULTANT:

VISUAL ENVIRONMENTS, INC., a Colorado corporation

BY: 

Mark A. Button

Exhibit A
Scope of Services
Visual Environments, Inc.



4/26/2011

Mr. Sam Bishop
City of Castle Pines
7501 Village Square, Suite 100
Castle Pines, CO 80108

Note: No change to hourly rates
and reimbursable expenses set
forth on page 2 for calendar year 2012

**Re: Proposal for Mapping Services
City of Castle Pines
Castle Pines, CO**

Dear Mr. Bishop,

At your request we have offered this proposal to provide on-going mapping services for the City of Castle Pines.

Scope

Visual Environments, Inc. will provide on-going mapping services for the City of Castle Pines (herein referred to as the "City") for the purposes of long range planning and infrastructure maintenance. We will use the ESRI ArcView mapping software commonly used by cities, counties and state agencies to do the work. It is the standard for this type of work. It is also the same system we have used to map the Castle Pines North Metro District since 2002 and the Castle Pines Metro District since 2001. We will work on a time and materials basis responding to mapping requests ordered by city staff. Presently the City seeks to complete the "Three Mile Plan for its growth planning.

The scope of our work shall include but is not limited to:

- A. **Cataloging of PDF and Autocad files of all newly completed construction** to the City server. We will ask that the City require that all applicants submit both Autocad files and PDF files of all pages of all plats and as-built street and utility records.
- B. **Maintaining the City GIS Map** to capture all newly recorded construction. Editing of the GIS layers shall include editing of the map's geometry and related attribute tables as well as hyperlinks connecting the GIS maps to PDF records mentioned in Item "A".
- C. **Creating New Map Layers Using GPS** field data collection to capture features.
- D. **Producing Asset Management Maps** used to order and track maintenance history of City's infrastructure and real estate.
- E. **Producing Planning Maps** related to growth and zoning regulation.
- F. **Installing ArcView Software and the ArcView City Map Data** onto City computers.
- G. **Training of City staff** at the City offices to use ArcView.

Hourly Rates

GIS Production/Maintenance/Training Services	\$95/Hour
GPS Field Collection Services	\$65/Hour

Estimated Reimbursable Expenses

Douglas County Data Disk (GIS dept. line data)	\$250
Aerial Photo – DRCOG color 6" pixels (per sq. mi.)	\$125
Aerial Photo – NAIP color 1m pixels of Douglas County	\$75
GPS Precision Handheld device – 0.5m precision (per day)	\$75
Map Printing – Large format color (\$25 base charge +per sq. ft)	\$6
Map Lamination (per sq.ft)	\$4
Map Laminating & Mounting to Gator Board (per sq. ft)	\$10
Map Book Printing, Laminating & Binding (per 11x17 page)	\$4
Mileage (per mile)	\$0.51
ESRI ArcView Single Workstation License (each)	\$1,500
ESRI ArcView Software Upgrade (per yr)	\$400

Scheduling:

Visual Environments requires (2) weeks for preparing most routine GIS mapping requests. The work period starts when we receive an order from staff. If Visual Environments determines that more than (2) weeks is needed to complete an order we will notify staff at the time of the order of the anticipated completion date.

Review & Delivery:

Once the GIS work is complete Visual Environments will transmit the data to the City or vendors so that prints can be made and install GIS updates on the City's computers.

Thank you for requesting this proposal from Visual Environments. We appreciate the opportunity. Please initial all pages of this letter, complete the attached copy of the "Agreement for Professional Services" and return it to us along with the client required items. If you have any questions, please call me at 303 646-2985. We will proceed immediately to meet your project schedule.

Sincerely,



Mark Button President, Visual Environments, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES

Between: The City of Castle Pines & Visual Environments, Inc.

For: On-Going GIS Mapping Services

Fee: Per Letter to Mr. Sam Bishop from Mr. Mark Button dated 4/26/2011 page 2

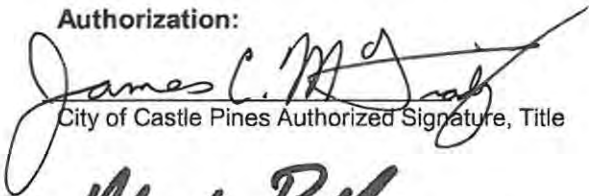
Reimbursable Expenses: Per Letter to Mr. Sam Bishop from Mr. Mark Button dated 4/26/2011 page 2. Charges for copies, reproductions, shipping, GPS device rental and mileage will be billed as a reimbursable expense. Visual Environments will bill the City for hard costs and materials related to the completion of the job. The City will be advised with estimates when reimbursable expenses are anticipated.

Retainer: NA.

Meetings/Site Visits: All meetings and site visits including travel time are billed at a rate of \$95 per hour.

Terms: Per letter to Mr. Sam Bishop from Mr. Mark Button dated 4/26/2011 and Exhibit A attached to this agreement.

Authorization:


City of Castle Pines Authorized Signature, Title

11-22-11
Date


Mr. Mark Button, President, Visual Environments, Inc.

4/26/2011
Date

Note: the terms and conditions of the City of Castle Pines Professional Services Agreement controls.

EXHIBIT A

ATTACHED TO AGREEMENT BETWEEN

Visual Environments, Inc. AND The City of Castle Pines

The terms and conditions contained in this Exhibit are attached to the above referenced Master Agreement and are incorporated therein.

Payment Provisions. Final Payment for all services and for all costs and expenses shall be due upon completion of the work contemplated by the agreement. Invoices are due and payable upon receipt. Should payment not be made within 30 days of the invoice date, the amount unpaid shall bear interest at the rate of 1.5% per month or fraction thereof computed from the date of the invoice.

In the event of nonpayment and the matter is turned over to a collection agent, beyond other damages or costs, Visual Environments shall be entitled to receive reasonable attorneys' fees and court costs from the other party. Fees shall be awarded and paid whether such a dispute is settled through litigation, arbitration, or through amicable settlement.

Termination. This agreement may be terminated without cause by either party by written notice from one party to another. Upon termination, payment will be made to Visual Environments for all services performed and reimbursable expenses up to the time of termination.

Liability. Visual Environments will only upload encrypted data to the internet at the request of the City. Visual Environments shall assume no backup responsibility for GIS once it has been installed on the City servers. Visual Environments regards the maps as a management and planning tool and assumes no liability for the position, extent of or absence of geometric features or attributes indicated on the GIS maps and considers it as no replacement for a land survey, utility locate or the as-built records when construction or repair activities occur.

Ownership. ~~Data and images generated by this work effort shall be the property of Visual Environments, Inc. All material will be archived by Visual Environments for 90 days following completion of the work. After this time, the Client may request photographic and/or computer file copies by paying the associated reproduction expenses. Visual Environments retains unlimited copyrights to all materials provided herein.~~

Note: the terms and conditions of the City of Castle Pines Professional Services Agreement controls.