



CITY COUNCIL ACTION FORM

DEPARTMENT	PRESENTED BY	DATE
Parks and Recreation	Diesel Post - Parks and Recreation Director	12/6/22

ITEM

Consent Agenda

Council Action - Approve entering into a contract with Valerian, LLC. upon legal team review.

BACKGROUND

The Department of Parks and Recreation enters into many agreements with other organizations and contractors to hold events, complete work, or offer services. Based on the City and Department's needs, the Department included professional services funds to hire an on-call planning and design team to create concepts, develop construction drawings, estimate construction costs, and facilitate RFP development in the 2023 budget. Council approved the 2023 budget with these funds in it. The Department of P&R created a request for proposals (RFP) to solicit the services of a team of professionals to meet the City's needs.

After Proposals were received, a team of evaluators read and assessed them via an evaluation tool. The results of that assessment scored each team, and the top 3 were interviewed.

Final totals	
EV studio	425
Cushing Terrell	512
Design Workshop	631
Dig Studio	607
Mt. Aspect	409
Mundus Bishop	604
Studio CPG	730
Essenza Architecture	625
Valerian	690

After interviews, the team agreed to offer the contract to Valerian, LLC.

STAFF RECOMMENDATION

To approve entering into a contract with Valerian, LLC. for on-call planning and design services.

SUGGESTED MOTION

"I move to combine and approve the Consent agenda."

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES is made this 6th day of December, 2022 between the CITY OF SALIDA, a Colorado municipal corporation ("City"), and **Valerian LLC**. ("Contractor"). The Term Contractor is used solely for convenience and does not imply any additional obligation, role, or responsibility on behalf of either party.

WHEREAS, the City desires that Contractor perform the following services: ***Professional Services for The City of Salida Department of Parks and Recreation for on-call planning and design services***, as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; 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. Scope of Agreement. The City agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor 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.

2. Consideration. The City agrees to compensate the Contractor for all fees and expenses, in accordance with the Fee Schedule detailed in **Exhibit B**, hereby incorporated by reference; and not to exceed \$12,000 in 2022, \$80,000 in 2023, and a to be determined amount in 2024. Fees include fees from team sub-firms and contractors engaged by the Contractor. 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 and Renewal. 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 9 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. 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.

5. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the City. A rate sheet for such sub-Contractors shall be provided to the City.

6. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, or opinion produced pursuant to this Agreement. Contractor shall be responsible for performing services under this Agreement in accordance with the Standard of Care and shall promptly make necessary revisions or corrections to the extent caused by its negligent acts, errors or omissions without additional compensation.

7. 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.

8. 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.

9. 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 estimate percentage of completion, including the percentage of any and all work items begun but not completed.

10. 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.

11. 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.

12. 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.

13. 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.*

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

15. 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.

16. 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.

18. Agreement Administration and Notice. For purposes of administering this Agreement, the Mayor will represent the City in carrying out the purposes and intent of this Agreement. Any notices required to be given pursuant to this Agreement shall be delivered as follows:

To the City:

City
Administrator
City of Salida
448 E. 1st Street, Suite 112
Salida, CO 81201

Copy to:

Salida City Attorney Nina P.
Williams c/o Wilson Williams LLP
317 W South Boulder Road, Suite 6
Louisville, CO 80027

To the Contractor:

970 Yuma
Street, Suite 130

Denver, Colorado 80204

19. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, negligent errors or negligent omissions hereunder, and shall indemnify and hold harmless the City from any claims or actions brought against Contractor by reason thereof. Contractor has the right to rely on information provided by or through the City.

20. 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 hereto have hereunto set their hands this _____
day of _____ 20_.

CITY OF SALIDA, COLORADO

By: _____
City Administrator

ATTEST:

City Clerk/Deputy City Clerk

Valerian LLC

By: _____

STATE OF COLORADO

)

) ss.

COUNTY OF _____

)

The foregoing AGREEMENT FOR PROFESSIONAL SERVICES was acknowledged
before me this ____ day of _____ 20__ by _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public



EXHIBIT A

PROFESSIONAL SERVICES SCOPE

Services include park planning and design, trail design, concept renders for presentation, budget estimation, asset upgrade planning and design, site surveying and engineering, on -site visits and regular meetings with the City department to discuss strategy setting and/or upcoming projects.

Services to be provided by the team will include, but not limited to: site inventory and analysis, development and evaluation of conceptual alternatives, development of 30% level plans, development of 60% level plans, development of 90% level plans, facilitation of project plan reviews, collecting and organizing review comments, and development of final bid and construction plans, specifications, special provisions, bid schedule, and engineer's cost estimates for a variety of Parks and Recreation projects. The City reserves the right to negotiate any and all elements of any team proposal.

INTRODUCTION AND BACKGROUND

The City of Salida has many upcoming projects that will require concept design, community input, construction design, cost estimates, etc. some of these projects include:

- Neighborhood park design and construction documents for new subdivisions
- Trail planning
- Marvin park bathroom and pavilion design
- Ice rink facility design
- Vandever ranch sports complex design and construction documents
- Recreation center design
- Parks and Recreation headquarters facility design

A variety of funding is proposed to pay for the construction of the above improvements. The design and preparation of contract documents will be paid for by the City of Salida.

It is the objective of the City to:

1. Enter into a contract with a qualified and capable firm to facilitate design of the above mentioned projects.
2. Develop a long-standing relationship with the firm that facilitates an efficient design process.



SCOPE OF SERVICES

Below are the expected minimum tasks/services to be conducted by the team on any given project unless City staff requests reductions or simplifications. Please provide an example work plan or narrative as an exhibit to explain the team's approach to a project that addresses:

1. Project Site Inventory and Analysis
2. Design Development (30 Percent)
3. Design Development Plans (60 Percent)
4. 90 Percent Review
5. Pre-Advertisement Review and Final Bid Package
6. Meeting Attendance
7. Schedule
8. Construction Administration
9. Construction Budget
10. Deliverables

Scope of Services shall include professional services that provide surveying, design, and engineering services to guide the project from design development through preparation of a complete package for bid and project construction.

The final designs and plans shall be sealed in accordance with the bylaws and rules of procedure of the Colorado State Board of Registration for Professional Engineers and Professional Land Surveyors by the responsible engineer in charge.

The minimum Scope of Services shall include:

Project Site Inventory and Analysis:

An evaluation of the project area shall be conducted to identify all potential constraints and opportunities.

The analysis shall include, but may not be limited to:

- 1) Conduct Subsurface Utility Engineering (SUE) to Quality Level B for locations requiring storm sewer or other excavation requirements;
- 2) Evaluation of topography, grades, and existing vegetation;
- 3) Impacts on floodplain, drainage plans/concepts, and any other pertinent information that will assist with identification of a preferred alternative;
- 4) Identification of opportunities to incorporate innovative design features which support safety and aesthetic treatments and public art locations which define and accentuate the character of this area; .

The analysis process shall be coordinated closely with City staff and shall ensure maximum utilization of existing City data.



A Professional Surveyor, licensed in the State of Colorado, shall provide a topographic site survey appropriate for the design and construction of the project. Site survey shall locate all property boundaries, rights-of-way, existing improvements, utilities, existing vegetation (over 2" caliper), and any other site features as necessary to complete a project design.

Hydraulic and Geotechnical analysis, report, and recommendations shall be completed as necessary for design and construction of a project.

Design Development (30 Percent)

A preliminary design shall be developed by the team in conjunction with City staff. The preliminary design shall take into account aesthetics, user experience, functionality, ADA standards, structural considerations, hydrological considerations, geotechnical considerations, engineering considerations, preliminary project cost estimates, design and boundary survey, as well as the site analysis. The preliminary design shall be developed to a thirty percent level design that sufficiently depicts the concepts and provides sufficient detail for evaluation of the concepts. The team will participate in the facilitation of a public workshop, public information session, or any other type of public meeting to solicit public feedback on a design prior to 60% completion.

Design Development Plans (60 Percent)

Upon review of the 30 percent plan, incorporate all comments and revisions of the thirty percent plans to develop plans to sixty percent design level.

The design plans shall include, as a minimum, the following:

- a. Plan and profile sheets including all horizontal and vertical alignment information;
- b. Plan sheets shall include property lines, and right-of-way as provided and verified by a Professional Land Surveyor;
- c. Electrical plan, lighting layout, and lighting details;
- d. Quantity tabulations, cost estimates, and summary;
- e. Cross sections including earthwork information;
- f. Typical section alternatives and locations selected;
- g. Structural elements, if proposed;(retaining walls, etc.) locations, cross sections, details, calculations, top of structure elevations, toe of structure elevations, bottom of footing elevations;
- h. Utility plan indicating existing utilities;
- i. State Plane coordinates, all horizontal angle break and vertical geometric breaks on grading details;
- j. Outline of applicable specifications, standard special provisions, and project special provisions;
- k. Grading, drainage, and Stormwater Management plans and notes;



- l. Landscape plan and details, location, size ,and species of existing trees greater than 2” caliper to be included on landscape plan;
- m. Irrigation plan and details, as needed;
- n. Signage plan;
- o. Project manual including but not limited to bid form and specifications for bidding of project.

Sixty-percent plans shall contain an appropriate level of structural design for any walls, ramps and other associated elements.

All design, engineering, project plans, specifications, and special provisions shall be completed per City of Salida design and construction standards and policies.

A full lighting plan shall be developed as part of the 60 percent package that includes trail light fixture and base specifications, conduit, wiring, and light locations.

The capacity and adequacy of the existing drainage system shall be assessed and the final drainage design shall meet the criteria of the U.S. Army Corps of Engineers, Federal Emergency Management Agency (FEMA), the City of Salida, and Colorado Department of Transportation. The drainage design shall ensure no modification of historic drainage patterns other than re-routing of stormwater where low points exist. If an Army Corp of Engineers 404 permit is necessary, the team shall provide all required plans and documentation for the 404 permit application. Since it has not yet been determined if a 404 permit will be required, the proposal shall break out a cost and description of services related to obtaining the 404 permit.

Preliminary cost estimate information shall be provided with the 60 percent plans. Preliminary project construction schedule shall be provided with the 60 percent plans.

90 Percent Review:

Upon review of the 60 percent plans, the team shall finalize the construction plans, specifications, standard special provisions, project special provisions, itemized bid schedule, project construction schedule, and cost estimates for review. The 90% submittal shall include any additional information, details, engineering studies, reports, or design required to bid and construct the project.

Permitting, mitigation or any additional requirements required by the environmental clearances will be completed within the Scope of Services.

Per the requirements of the City of Salida and the Colorado Department of Public Health and Environment (CDPHE), a stormwater management plan shall be prepared and submitted for review, and approval. The stormwater management plan shall include all elements required by the City, CDOT, and CDPHE. Team to make revisions as required for the approval and issuance of the permit.

**Pre-Advertisement Review and Final Bid Package:**

Team shall incorporate all City 90% comments into a complete pre-advertisement package for review, as well as all permit and clearance reporting provisions into a complete pre-advertisement package for review. Any additional comments shall be incorporated into the complete final bid and construction package.

Meeting Attendance:

The selected team shall attend an estimated seven (7) meetings per project. These meetings may be held virtually depending on current restrictions. Meetings shall include:

- 1) Initial internal scoping meeting with city staff and teams involved with concepts and preliminary plans;
- 2) Review of preliminary site plans with city staff;
- 3) Review of site analysis and design development (30 percent plans) with internal city design team and appropriate staff;
- 4) Public meeting to review 30 percent plans;
- 5) Review of 60 percent documents with internal city design team and appropriate staff;
- 6) Public meeting to review 60 percent plans;
- 7) Review of 90 percent documents with internal city design team.

Team shall be responsible for providing meeting minutes, including a summary of comments received, for all meetings.

Additional staff and team phone conferences and/or meetings may be held as needed to facilitate the process.

Schedule:

Conceptual design for the projects will begin in January of 2023 or December of 2022. The order in which projects are addressed will be dependent on Department capacity and City Council approval of the project.

Construction Administration

The construction project will be bid, administered, and managed by City staff. Project construction oversight will be completed by City staff. Team to provide an hourly rate for any additional services required during the construction process. Professional services that may be provided by the team during the construction phase of the project will not be included in this contract.



Construction Budget

The selected team shall prepare a total estimate of construction costs appropriate to level of detail 30%, 60%, 90%, and a final Engineer's Estimate. Based on the final Engineer's Estimate; the team shall work with the City to determine appropriate construction phasing. Plan sets shall be packaged to provide for separate construction bidding of each of the phase. Final cost estimates shall correlate with Project Bid Schedule and itemize costs by bid items, quantities, and estimated unit cost.

Deliverables

Team shall provide 11"x17" electronic version (PDF format) of all Plan sheets for review. Specifications and other written documents should be submitted electronically as Microsoft Word format.

The final bid and construction packages shall be provided as; one (1) set of reproducible stamped originals; and one complete set of 11"x17" digital files. All drawings shall be submitted in both AutoCAD 2010 and PDF format, and all written documents (specifications, special provisions, reports, calculations, etc.) must be submitted in Microsoft Word format.

SCHEDULE OF 2022 BILLING RATES — VALERIAN LLC



VALERIAN

PERSONNEL BILLING RATE	BILLING RATE PER HOUR
Principal	\$ 160.00
Associate Principal	\$ 120.00
AICP Planner	\$ 120.00
Irrigation Designer (CID)	\$ 110.00
Associate	\$ 100.00
Project Landscape Architect	\$ 95.00
Project Designer 1	\$ 90.00
Project Designer 2	\$ 85.00
Project Designer 3	\$ 80.00
Administrative	\$ 60.00

DIRECT EXPENSES

Mileage: \$0.58.5/Mile

PRINTING AND REPRODUCTION

Small Format

<u>SIZE</u>	<u>COLOR</u>	<u>B & W</u>
8.5 X 11	\$0.30	\$0.15
11 X 17	\$1.25	\$0.75

Large Format

<u>SIZE</u>	<u>COLOR</u>	<u>B & W</u>
22 X 34	\$21.00	\$4.50
24 X 36	\$24.00	\$5.00

Presentation Board

<u>SIZE</u>	<u>COLOR</u>
24 X 36	\$125.00

All direct expenses including but not limited to printing, reprographic and phototgraphic reproduction of drawings, postage, deliver services, mileage and out-of-pocket expenses incurred in connection with this project shall be considered reimbursable expenses and shall be paid in addition to the fees for professional services. All reimbursable expenses are billed at cost.

*Hourly rates subject to change annually based on inflation.