



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | www.town.ridgway.co.us

Town of Ridgway

Stormwater Master Plan

Request for Proposals

Published Date: February 7, 2019

Closing Date: 4pm March 19, 2019

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ADVERTISEMENT FOR BID

Town of Ridgway

Request for Proposals

Stormwater Master Plan

The Town of Ridgway, Colorado will receive proposals from qualified, professional consultants for developing a Stormwater Master Plan for the Town of Ridgway until **4:00 pm, March 19, 2019**, at the Ridgway Town Hall, 201 N. Railroad, PO Box 10, Ridgway, CO, 81432 in accordance with the request for proposals.

Owner reserves the right to reject any and all proposals, to waive any and all informalities and to negotiate contract terms with the successful proposer, or to accept the proposal for the contract, which in Owner's judgement best serves the interest of the Town of Ridgway. Owner reserves the right to disregard all non-conforming, non-responsive, or conditional proposals.

An information packet can be obtained at <https://www.colorado.gov/pacific/ridgway/requests-proposals-bids>. **Bids must be received by the** Town Clerk at Town Hall, 201 N. Railroad, PO Box 10, Ridgway, CO 81432, (970) 626-5308 x 211; pkraft@town.ridgway.co.us by the due date.

Published: February 7th and 14th, 2019

By: Pam Kraft, Town of Ridgway, Town Clerk

BACKGROUND and PROJECT GOALS

Background

Ridgway Community Vision - Ridgway is a welcoming, community-minded, rural town situated in a beautiful mountain valley. We support learning, creativity and culture. We share a deep connection to the outdoors. We are committed to being economically sustainable and ecologically responsible.

The Town of Ridgway is nestled in a quaint, river valley at the foothills of the San Juan Mountains in Southwest Colorado. Incorporated in 1891 pursuant to the initiation of the Rio Grande Southern Railroad, the Town rests at an average altitude of 6,998 feet and is home to approximately 1050 people. Additional information about the Town of Ridgway is accessible on the Town website at: www.town.ridgway.co.us

The Town has been impacted with stormwater challenges for decades. Monsoonal rain events can be quite large and the existing system of barrow ditches and culverts cannot handle some large events. Ridgway is sloped from southwest to northeast and most improvements on the downstream side of the street are below the road, leading to drainage complications and issues.

The lack of a Stormwater Master Plan has incurred multiple costs within the community. Private development, due to a lack of Town design standards, has been required not to discharge beyond historic levels and to design and install potentially over or undersized systems to mitigate anticipated stormwater events. This has resulted in an increase in development costs and costs to the end users. Private property has also flooded due to poor to non-existent stormwater management, resulting in real costs for the Town, including complaints and some damage claims.

Over the years the Town has made basic, isolated improvements in problem areas by installing valley pans, culverts, sidewalks with curbs and gutters, etc. In 2016-17, a stormwater system was installed in the Historic Business District, including a key stretch along Sherman Street (Highway 62) from Laura Street to the Uncompahgre River. Surface drainage (curb and gutter, inlets, drainage swales, etc.) and subsurface piping was also installed as part of the improvements. These improvements helped alleviate certain problem areas along the town's main corridor and central business area; however most of the town lacks comprehensive stormwater planning or improvements as the downtown streetscape project did not address areas upstream or downstream of the project. The improvements completed in 2016-17 are at the bottom of the drainage, providing a starting point for a more comprehensive look at a town-wide stormwater management system.

Project Goals

Contractor will work closely with the Town Manager, Town Engineer and the Public Works Department on this project. Goals are as follows:

- 1) Determine a Ridgway specific design storm for use in modeling and design calculations with consideration given towards changing weather patterns.
- 2) Understand the limitations and identify potential problems of the existing and proposed stormwater drainage infrastructure through an electronic modeling program.
- 3) Develop a comprehensive design and plan for managing stormwater within the study area, while considering impacts above and below the study area.
- 4) Create standard design criteria and specifications for use by current and future development to address and mitigate upstream, onsite and downstream stormwater management issues. Issues may include; flooding, erosion, maintenance needs and water quality concerns.
- 5) Identify and draft policy and regulatory changes necessary for the Town to implement the stormwater plan (e.g.: municipal code updates).
- 6) Determine cost estimates and priority recommendations for implementing the improvements while ensuring downstream infrastructure is in place and can accept the water.
- 7) Engage the public and incorporate community concerns into stormwater management solutions while decreasing stormwater issues in years to come.
- 8) Deliver a comprehensive, usable and implementable stormwater management plan to the Town of Ridgway.

INFORMATION FOR BIDDERS

Purpose for Request for Proposals (RFP)

The Town of Ridgway is requesting proposals from qualified, professional consultant(s) to assess the Town's existing stormwater network, and develop a stormwater master plan that best meet the needs of the Town.

Consultants are encouraged to submit proposals within the scope of their expertise and to assemble a diverse team to address the full scope of the proposal, as needed. All services requiring a license and registration under state law are to be performed by persons appropriately qualified and licensed.

This RFP is designed to provide interested bidders with sufficient basic information to submit proposals in an organized format and meeting minimum requirements, and is not intended to limit a proposal's content or exclude any relevant or essential data. Bidders are at liberty and are encouraged to expand upon the specifications to demonstrate service capability and qualifications. Bidders are also encouraged to suggest supplemental project work that the Town may have overlooked with this bid package.

Scope of Work

The primary focus area includes the south Town boundary, the Uncompahgre River on the east, the Town boundary west of Amelia Street, and north to the River Park PUD. The Stormwater Master Plan will take a comprehensive look at stormwater management within the study area, focused on the historic platted Town but including subsequent annexations and subdivisions surrounding the Historic Town Core. The following is a basic description of tasks to be provided by the chosen consultant(s). Listing does not occur in any particular order and should be used by the consultant(s) to prepare a proposal. Once selected, the consultant(s) will work with the Town to refine and finalize this list.

Consultant shall:

1. Evaluate past and predicted storm events to develop a stormwater design storm, which identifies storm size, frequency, runoff, detention needs, impact, etc.
2. Inventory and assess existing physical conditions and locations of the Town's stormwater system including; sub-basins, barrow ditches, culverts, piping, valley pans, curbs and gutters, elevations, outfalls, etc.
3. Within each sub-basin, determine peak flows and design infrastructure needed to handle those flows.
4. Anticipate runoff and water quality changes associated with future property development aligning with the most recent Town Master Plan and Land Use Map.
5. Examine and incorporate into the design the optimization and use of existing space, equipment, rights-of-way and Town properties.
6. Incorporate functional "green" solutions or alternatives where and when applicable.
7. Evaluate installation and maintenance of improvements relative to other infrastructure including; potable and non-potable water lines, sewer, gas, electric, fiber optic, CATV, etc.

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8. Determine and address; current discharge permit requirements, anticipated discharge permit requirements, and other regulatory matters applicable to stormwater systems.
9. Prioritize and develop a timeframe for stormwater system implementation, ensuring new features won't negatively impact unimproved portions of stormwater system, and identifying critical areas of concern.
10. Conduct public outreach to explain stormwater management issues and receive input on proposed design criteria.
11. Create a financial analysis and pro-forma providing cost estimates, alternatives and reasonable funding sources to capitalize the needed improvements, including costs to be incurred by new development.
12. Develop standard design criteria with typical drawings and schematics of any stormwater related infrastructure, which will be used to construct the stormwater plan and that the Town will make available to developers.
13. Minimum requirements for new development to tie into existing and future infrastructure and updates to the Town's Municipal Code.
14. Provide professional advice to the Town on any supplementary information or work needed for a successful project, and include that information or work as a supplement in the bid package.

Deliverables

Preliminary drafts of the following documents shall be submitted for review by Town staff:

1. Storm event evaluation.
2. Summary of existing conditions.
3. Sub-basin delineation, analysis of peak flows and design infrastructure needed.
4. Land use development analysis and projections on runoff and water quality impacts.
5. Town property analysis and role in stormwater management, including: rights-of-ways, parks, town-owned properties.
6. Summary of "green" solutions including; projected benefit, added cost, maintenance needs and alternatives for consideration.
7. Utility conflicts analysis.
8. Regulatory discharge requirements and analysis.
9. Implementation plan and critical location analysis.
10. Summary of public outreach and inputs.
11. Financial pro-forma, including implementation and construction costs, potential funding sources and estimated costs for new development.
12. Standards and Specifications for the stormwater system.
13. Development standards and Municipal Code Updates.
14. Bidders are encouraged to suggest additional documents that the Town has overlooked with this bid package.

After each of the sections listed above have been reviewed by Town staff, the Consultant shall prepare a combined draft of the document inclusive of all sections listed above and an executive summary. This draft will be reviewed by Town staff. Then the Consultant will prepare and submit a final document for Town Council review and consideration.

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In addition, the following toolset shall be developed and delivered to the Town:

1. An interactive, intuitive and editable electronic model of current conditions and proposed changes to the Town's stormwater system, which Town staff can update over time as improvements are installed and environments change.
2. GIS data layers of current and proposed stormwater infrastructure.
3. Improvement cost estimating calculator.
4. Bidders are encouraged to suggest additional tools that the Town has overlooked with this bid package.

Bid Requirements

Bids will be received by the Town of Ridgway (herein called the "Contracting Agency") until **March 19, 2019 at 4:00 p.m. (Local Time)**. Sealed bids must be delivered to Pam Kraft, Town Clerk, at Town Hall, 201 N. Railroad St., Ridgway, CO 81432 prior to deadline. It is the sole responsibility of the bidder to see that the bid is received before the submission deadline. Note that guaranteed overnight delivery to Ridgway may not be available from overnight carriers. The bidder shall bear all risks associated with delays in the U.S. mail or delivery service. Late bids will not be considered.

Each Bid must be submitted in a sealed envelope, addressed to the Town of Ridgway. Each sealed envelope containing a Bid must be plainly marked on the outside "**Town of Ridgway: Stormwater Master Plan**" and the envelope should bear on the outside the name of the bidder, his address, and the bid opening date.

All Bids must be made on the required Bid form, included in this request for proposals package. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid form must be fully completed and executed when submitted. Any improperly completed bids will not be accepted.

The Contracting Agency may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered and will be returned unopened. No Bidder may withdraw a Bid within 30 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Contracting Agency and the Bidder.

Bidders must satisfy themselves as to the accuracy of the estimated quantities in the Bid Schedule by examination of the site and review of the drawings and specifications including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of Work or the nature of the Work to be done.

The Bid Documents and any Addenda issued contain the provisions required for successful implementation and completion of the Project. Information otherwise obtained from an officer, agent or employee of the Contracting Agency, or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the contract.

Each Bid **must** include the provided List of Subcontractors to be assisting in the project.

Town of Ridgway Stormwater Master Plan

The Town of Ridgway is tax-exempt. The Department of Revenue's "Contractor's Application for Exemption Certificate" is available online at www.colorado.gov. The Town will provide their tax-exempt information to the chosen bidder.

The party to whom the Contract is awarded will be required to execute the Agreement within **7 calendar days** from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement and associated forms. In case the Bidder fails to execute the Agreement, the Contracting Agency reserves the right to exercise its option to consider the Bidder in default.

Within **7 calendar days** receipt of acceptable proof of insurance, W9, any other required documents, and an Agreement signed by the party to whom the Agreement was awarded, the Contracting Agency shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Contract Agency not execute the Agreement within such period, the Bidder may, by Written Notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Contracting Agency. Project commences upon mutual execution of the agreement.

Each Bidder shall demonstrate their experience in stormwater planning, design and related work, along with experience in the coordination and process for developing the final product as requested in this request for bids. **At the time of the Bid, the Bidder shall provide to the Contracting Agency a list of at least two (2) successfully completed projects of similar nature.** Include a brief description of each of the three projects and list the date, dollar amount of the project, and name of the responsible person and contact information for whom the work was done.

A conditional or qualified Bid may be cause for rejection.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Projects, shall apply to the Contract throughout.

Each Bidder is responsible for completing due diligence and being thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation in respect to his Bid.

Proposal Format

The proposal, including appendixes, **shall not exceed 25 pages** and should include the following:

- A. Cover Letter
- B. Statement of Project Understanding
- C. Consultant Profile
 - 1) Firm name, location(s)/ address(es)
 - 2) Year firm established
 - 3) Project Manager's name, telephone number, and email
 - 4) Current limits of professional liability insurance

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D. Qualifications

- 1) Overall company qualifications
- 2) Description of the project team, including; roles, responsibilities, applicable licenses and one-page resumes
- 3) Relevant experience of the project team
- 4) List of subcontractors that will be assisting in the project, along with their qualifications

E. References, must be specific to a similar project

- 1) Project name and location – provide weblinks to 2 project examples
- 2) Name, address, and telephone number of client(s)
- 3) Fee for services provided
- 4) Brief description of the services provided

F. Proposed Methodology:

- 1) Proposed approach to accomplish the scope of work and deliverables
- 2) Any suggested changes or additions to the scope of work and/or deliverables that the Town has overlooked and that are important for project success
- 3) Details of what input and assistance the consultant will need from the Town
- 4) Proposed timeframe of the project

G. Project Cost

- 1) Provide a detailed budget including; personnel, rates, hours and totals for each of the task and an overall cost, with standard hourly rates and a schedule for additional services not outlined in the Scope of Work, if applicable.
- 2) If suggesting additional services not outlined in the scope of work, please ensure the cost for those services are separate or clearly identified as additional services.

Submitting Questions or Clarifications

Questions regarding this request for proposal must be submitted via email to: Chase Jones, Public Works Services Administrator at cjones@town.ridgway.co.us.

Questions shall be received by **February 25th, 2019**. The responses to any submitted questions will be prepared by Town staff and then provided in writing to all vendors that have indicated an interest in submitting a proposal. The Town will respond to all questions on March 4th, 2019 by publishing responses on the town website at: <https://www.colorado.gov/pacific/ridgway/requests-proposals-bids>

Insurance Requirements Included in attached Agreement. Please review carefully and insure all insurance requirements will be met.

Submittal Information

Three (3) copies of the proposal and an electronic copy shall be submitted in a sealed envelope no later than **4:00 p.m. on March 19th, 2019** to:

Town of Ridgway
Attn: Town Clerk – Stormwater Master Plan

Town of Ridgway Stormwater Master Plan

PO Box 10
201 North Railroad Street,
Ridgway, CO 81432

Selection Process

The Town reserves the right to assemble the best team and may choose more than one contractor to work on the project and accept or reject any or all proposals. Contractors must be willing to work with the Town and other contractors as necessary to complete the project. The Town may ask to conduct interviews with any company or personnel that may be assigned to the project.

The proposals will be evaluated using the following criteria:

- Qualifications and experience of project staff.
- Understanding or experience with the requested scope of work and working with small local governments with limited resources.
- Price and value of proposed services.
- 2 examples of recent stormwater planning performed for similar communities.
- Comprehensive bid package, including unique and creative technical approaches which are clearly articulated in the proposal that will enhance the project outcomes and deliverables.
- Reference checks

The Town may elect to perform interviews with certain bidders after the bid opening. Interview dates are set forth in the timeline in this Request for Proposals. Bidders may want to reserve these dates for potential interviews in Ridgway.

Additional Information

The selected consultant will be required to enter into a contract with the Town regarding the details, terms, scope, cost and conditions of the project.

The Town will honor confidentiality requests to the extent possible. If you feel certain aspects of your proposal are proprietary in nature, please clearly indicate those specific components in the submittal.

The Stormwater Master Plan is being funded in part by the Department of Local Affairs Energy and Mineral Impact Grant. Consultant will be expected to comply with the terms of the grant which is available for review upon request.

BIDDING TIMELINE

Projects 1 st Publication	February 07, 2019
Projects 2 nd Publication	February 14, 2019
Pre-Bid Conference	NA
Contractor Questions Due	February 25, 2019
Responses to Questions and/or Addendum Issued by Town (if necessary)	March 4, 2019
Opening of Bids	4:00 p.m. March 19, 2019 Ridgway Town Hall 201 North Railroad Street
Town notify bidders of interview status	March 29, 2019
Project Interviews	April 8-9, 2019
Notice of Award	April 10, 2019
Executed Contract & Required Documents Submitted	April 19, 2019
Project Commences	April 22, 2019
Project Completion	November 30 th , 2019

BID and BID SCHEDULE

Proposal of _____ (hereinafter called "Bidder"), organized and existing under the laws of the State of _____, doing business as _____* to the Town of Ridgway (hereinafter called "Contracting Agency").

** Insert "a Corporation", "a Partnership", "an Individual", as applicable.*

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the **Town of Ridgway** in strict accordance with the Bid Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, the Bidder certifies, and in the case of joint Bid, each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified and to fully complete the Project by November 30, 2018 thereafter.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NUMBER	DATE	ACKNOWLEDGEMENT
Addendum No. 1		
Addendum No. 2		

Bidder agrees to perform all work described in the Bid Documents for the following unit and/or lump sum prices:

BID SCHEDULE:

ITEM	AMOUNT
Stormwater Master Plan	\$ _____
Additional Options (not defined in this RFP)	\$ _____
Additional Options (not defined in this RFP)	\$ _____

Details for the amount listed above shall be included in the proposals. [Please refer to Proposal Format: Section G: Project Cost of this Request for Proposals.](#)

Bidder agrees to perform all work described and contained on the Project Plans for the unit prices or lump sums as shown on the Bid Schedule.

Bidder acknowledges that payment will be based on the lump sum price and not to exceed the final agreed amount. Bidder agrees to pass on any project savings to the Town.

Respectfully Submitted:

Contractor/ Firm Name

Address

Date

Contact Phone #

Signature

Title

End of Bid Schedule

LIST OF SUBCONTRACTORS

Contractor _____

1	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
2	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
3	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
4	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
5	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail
6	Subcontractor	Specialty	Telephone
	Address	Percentage of Contract	Fax
			E-mail

Attach additional pages if needed

NOTICE OF AWARD

Town of Ridgway, Colorado

Date _____

CONTRACTOR'S NAME: _____

Re: Town of Ridgway Stormwater Master Plan

Dear <<CONTRACTOR>>:

You are hereby notified that the Town of Ridgway has accepted your bid for the above-referenced project in the amount of \$ _____.

Within **7 calendar days**, you are required to provide the following items to the Town:

- a. Executed Agreement (2 originals);
- b. Proof of Liability and Workers' Compensation coverage or exemption;
- c. Completed W-9

If you fail to return the above-described items within **7 calendar days** from the date of this Notice, the Town of Ridgway will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned. The Town of Ridgway will be entitled to such other rights as may be granted by law.

Sincerely,

Jen Coates, Town Manager

Enclosures: Agreement/Contract, W-9 Form

PROFESSIONAL SERVICES AGREEMENT: Stormwater Management Plan (DRAFT*)

*changes may be made to this agreement after the bid award and prior to execution by both parties

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and _____, _____, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform services in accordance with the Scope of Consulting Services attached hereto as Exhibit "A" and incorporated herein by this reference.

2. **TIME OF COMPLETION**

The services to be performed pursuant to this Agreement by Contractor shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be continued until **November 30, 2019**, unless terminated prior.

3. **PROFESSIONAL RESPONSIBILITY**

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

5. **RELEASE AND INDEMNIFICATION**

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all

liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town. The Town shall be listed as additional insured in the General and Professional Liability insurance, a copy of which shall be provided to the Town.

6. WORKER'S COMPENSATION

Contractor shall obtain statutorily required Worker's compensation insurance to cover Contractor's employees and provide the Town a certificate of such insurance. Contractor hereby agrees to release, waive, save, hold harmless, defend and indemnify the Town, its officers, agents or employees on account of any claims arising under the Worker's compensation laws of the State of Colorado on behalf of Contractor or any of Contractor's employees, subcontractors or subcontractor's employees.

7. PAYMENT

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor for time expended by Contractor's principals and subcontractors as defined in Exhibit A, billable in ¼ hour increments. Payment shall be made upon itemized monthly billing statements allowing for 30 days processing time by the Town, in a total amount not to exceed \$_____ for the complete Scope of Services described in this Agreement. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager. Contractor shall pass along any project savings to the Town.

7. TOWN REPRESENTATIVE

The Town hereby designates its Town Manager, or her designee as its representative and authorizes her to make all necessary and proper decisions with reference to this Agreement.

8. INDEPENDENT CONTRACTOR

The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

9. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party. Provided, however, Contractor shall arrange for substitute service in those instances when Contractor is not able to perform the services due to temporary absence.

10. **NON-WAIVER**

Contractor is not responsible for rental fees or other costs associated with using Town Hall and the Community Center for meeting and working space for the duration of the project.

11. **DEFAULT**

Each and every term and condition shall be deemed a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

12. **REMEDIES**

In the event a party has been declared in default, the defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the agreement and seek damages; (b) avail himself of any other remedy available at law or equity. In the event the Contractor fails or neglects to carry out the work in accordance with this Agreement, the Town may elect to make good such deficiencies and charge the Contractor therefore.

13. **TERMINATION BY TOWN**

The Town shall have the right to terminate this Agreement for its convenience by giving written notice to Contractor of the termination date. Upon termination under this paragraph, Contractor shall be paid to the date of termination for services properly performed.

14. **CONTRACTOR'S OFFICE**

Contractor shall maintain its own office, utilize Contractor's own office equipment and supplies and shall keep the Town advised of Contractor's office address, mailing address and telephone number.

15. **MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property.

16. **DATE**

This Agreement is dated _____, 2019.

17. **ILLEGAL ALIEN PROVISIONS REQUIRED BY COLORADO REVISED STATUTES 8-17.5-102, AS AMENDED.**

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien;

and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5).
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

18. **APPROPRIATION REQUIRED**

This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

19. **ADDITIONAL GRANT REQUIREMENTS**

Contractor and Town understand that this Agreement including the Scope of Work described in Exhibit A are subject to all terms and agreements described in the grant and funding awards provided to and executed by the Town of Ridgway. Town and Contractor agree that before expending the awarded funding, the Town and Contractor will insure that the terms of this Agreement are aligned with the funding requirements, and if such terms are not in alignment and the parties so desire to expend and utilize those funds, Town and Contractor will work together to comply with such terms, including amending this Agreement.

TOWN OF RIDGWAY

Town of Ridgway Stormwater Master Plan

By _____

Jen Coates, Town Manager

ATTEST:

By _____

Pam Kraft, Town Clerk

CONTRACTOR: _____

By _____

_____, _____

Name,

Title

Exhibit A: Scope of Services

<<insert scope and details from successful bid>>

Scope of Work

The primary focus area includes the south Town boundary, the Uncompahgre River on the east, the Town boundary west of Amelia Street, and north to the River Park PUD. The Stormwater Master Plan will take a comprehensive look at stormwater management within the study area, focused on the historic platted Town but including subsequent annexations and subdivisions surrounding the Historic Town Core. The following is a basic description of tasks to be provided by the chosen consultant(s). Listing does not occur in any particular order and should be used by the consultant(s) to prepare a proposal. Once selected, the consultant(s) will work with the Town to refine and finalize this list.

Consultant shall:

1. Evaluate past and predicted storm events to develop a stormwater design storm, which identifies storm size, frequency, runoff, detention needs, impact, etc.
2. Inventory and assess existing physical conditions and locations of the Town's stormwater system including; sub-basins, barrow ditches, culverts, piping, valley pans, curbs and gutters, elevations, outfalls, etc.
3. Within each sub-basin, determine peak flows and design infrastructure needed to handle those flows.
4. Anticipate runoff and water quality changes associated with future property development aligning with the most recent Town Master Plan and Land Use Map.
5. Examine and incorporate into the design the optimization and use of existing space, equipment, rights-of-way and Town properties.
6. Incorporate functional "green" solutions or alternatives where and when applicable.
7. Evaluate installation and maintenance of improvements relative to other infrastructure including; potable and non-potable water lines, sewer, gas, electric, fiber optic, CATV, etc.
8. Determine and address; current discharge permit requirements, anticipated discharge permit requirements, and other regulatory matters applicable to stormwater systems.
9. Prioritize and develop a timeframe for stormwater system implementation, ensuring new features won't negatively impact unimproved portions of stormwater system, and identifying critical areas of concern.
10. Conduct public outreach to explain stormwater management issues and receive input on proposed design criteria.
11. Create a financial analysis and pro-forma providing cost estimates, alternatives and reasonable funding sources to capitalize the needed improvements, including costs to be incurred by new development.
12. Develop standard design criteria with typical drawings and schematics of any stormwater related infrastructure, which will be used to construct the stormwater plan and that the Town will make available to developers.

Town of Ridgway Stormwater Master Plan

13. Minimum requirements for new development to tie into existing and future infrastructure and updates to the Town's Municipal Code.
14. Provide professional advice to the Town on any supplementary information or work needed for a successful project, and include that information or work as a supplement in the bid package.

Deliverables

Preliminary drafts of the following documents shall be submitted for review by Town staff:

1. Storm event evaluation.
2. Summary of existing conditions.
3. Sub-basin delineation, analysis of peak flows and design infrastructure needed.
4. Land use development analysis and projections on runoff and water quality impacts.
5. Town property analysis and role in stormwater management, including: rights-of-ways, parks, town-owned properties.
6. Summary of "green" solutions including; projected benefit, added cost, maintenance needs and alternatives for consideration.
7. Utility conflicts analysis.
8. Regulatory discharge requirements and analysis.
9. Implementation plan and critical location analysis.
10. Summary of public outreach and inputs.
11. Financial pro-forma, including implementation and construction costs, potential funding sources and estimated costs for new development.
12. Standards and Specifications for the stormwater system.
13. Development standards and Municipal Code Updates.
14. Bidders are encouraged to suggest additional documents that the Town has overlooked with this bid package.

After each of the sections listed above have been reviewed by Town staff, the Consultant shall prepare a combined draft of the document inclusive of all sections listed above and an executive summary. This draft will be reviewed by Town staff. Then the Consultant will prepare and submit a final document for Town Council review and consideration.

In addition, the following toolset shall be developed and delivered to the Town:

1. An interactive, intuitive and editable electronic model of current conditions and proposed changes to the Town's stormwater system, which Town staff can update over time as improvements are installed and environments change.
2. GIS data layers of current and proposed stormwater infrastructure.
3. Improvement cost estimating calculator.
4. Bidders are encouraged to suggest additional tools that the Town has overlooked with this bid package.

