



REQUEST FOR BIDS ATHLETIC PARK PAVILION

The Town of Ridgway, Colorado will receive bids from qualified design professionals to design an Athletic Park Pavilion for the Town of Ridgway until **3:00 pm, August 28, 2019**, at the Ridgway Town Hall, 201 N. Railroad, PO Box 10, Ridgway, CO, 81432 in accordance with the request for bids.

Owner reserves the right to reject any and all proposals, to waive any and all informalities and to negotiate contract terms with the successful Bidder, or to accept the bid for the contract, which in its judgement best serves the interest of the Owner, and the right to disregard all non-conforming, non-responsive, or conditional proposals.

A copy of the Request for Bids may be obtained from the Town Planner at Ridgway Town Hall, 201 N. Railroad, PO Box 10, Ridgway, CO 81432, (970) 626-5308 x 222 scoburn@town.ridgway.co.us.

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By: Pam Kraft, Town of Ridgway, Town Clerk



REQUEST FOR BIDS ATHLETIC PARK PAVILION

INTRODUCTION

Purpose and Goals

The Town of Ridgway is accepting bids from qualified design professionals (hereinafter referred to as “Designers” or “Bidder”) to design an Athletic Park Pavilion (hereinafter referred to as “Pavilion”).

The Pavilion is planned for the Regional Athletic Park south of Chipeta Drive and west of County Road 23. The Pavilion will mainly include shelter, concession area, and equipment storage for park users. The Pavilion should match the style of the town and compliment the outdoor environment and surrounding landscape. Precise design, location, and orientation of the Pavilion shall be determined by the Designer(s) through a public process.

The intent of this Pavilion is to serve the community at large and have as broad and frequent use as possible to enhance the public’s experience at this park. The Pavilion is not intended to be used solely by a particular user group.

The budget for design and construction of the Pavilion is based on the receipt of funds from a generous donor and on community fundraising efforts, and is planned to be approximately \$400,000.

History and Background

The park area now known as the Ridgway Regional Athletic Park represents a very unique adaptation of the land. This parcel, consisting of approximately 18 acres, has witnessed dramatic change in the landscape environmentally and culturally over the past two centuries. The land has changed hands from Native American Ute occupation to U.S. Federal Government occupancy, to the deeding of, and ultimate use by cattle ranchers in the Ridgway community, and then subject to purchase by the developers of the Solar Ranches project.

A turn of events occurred in the year 2000 that may explain the ultimate usage of this parcel as a Town Park. This turn of events also corresponds with a testament to the legitimacy of the “curse” placed upon the land by Ute Chief Ouray. According to the curse, the land would have no fruitfulness of any measure, until such time as the curse would be lifted by the authority. In July of 2000, through the efforts of volunteers from Ouray, San Miguel and Montrose counties, amends were made between the Southern and Northern Ute tribes. The event marked the first time that the two tribes were united since Ouray had placed his curse. The tribes danced and drummed on the land now named Ridgway Regional Athletic Park, near the Chipeta Sun Lodge.



With the curse now lifted, a clear purpose could emerge for use of the land to benefit future generations of community inhabitants and visitors. The 18-acre parcel, which had previously been designated for commercial and residential development, had been deeded to the Town for park purposes.

The park was then planned for multi-use sports fields, baseball diamonds, public restrooms, connecting trails basketball and tennis courts, and parking areas. The town was successful in obtaining grant funding for the first phase of the park from GOCO which together with Town matching funds and resources, was used to complete Phase 1 in 2002 and 2003, which included soccer fields, a baseball diamond, two parking lots, a public restroom, a concrete trail, a basketball court, landscaping and turf. In 2006 a skate park was added.

Phase 2 of the Ridgway Reginal Athletic Park commenced in 2008 and included new tennis courts to replace those in Hartwell Park, a new gazebo, water fountain, connecting and accessible sidewalks, drainage improvements, and landscaping. An expansion of the skate park and a new pump park have subsequently been added, with additional irrigation and landscape improvements.

The park is surrounded by residential neighborhoods to the west, a hotel/resort to the north, County Road 23 and a proposed residential development to the east, and by private ranch lands to the south. A Parks, Trails, Open Spaces, and Amenities map from the 2019 Ridgway Master Plan, is attached to this document.

Current Town Vision and Values – 2019 Ridgway Master Plan

Vision

Ridgway is a vibrant, welcoming, and community-minded small town situated in a beautiful mountain valley. We are diverse in age, background, and economic means. We share a deep connection to the outdoors, the lifelong pursuit of learning, and our railroad, ranching and creative cultures. We are committed to being economically and ecologically sustainable.

Community Values

1. Healthy Natural Environment
2. Sense of Community & Inclusivity
3. Small Town Character & Identity
4. Vibrant & Balanced Economy
5. Well-Managed Growth



Existing Athletic Park Elements

- Soccer fields
- Baseball diamond (inactive)
- Two parking lots
- Public restrooms
- Basketball court
- Tennis/pickleball courts
- Skate park
- Bicycle pump park (inactive)
- Gazebo
- Water fountain
- Sidewalks
- Turf and landscaping

Planned Athletic Park Elements in the Town's Capital Improvements Plan

- Pavilion – concession stand, seating, storage
- 3rd soccer field
- Drainage improvements and groundwater management
- Sand Volleyball Court
- Playground/tot lot
- Renovation of, and new, baseball field

Initial Stakeholders

- Athletic Park users (i.e., Ouray County Soccer Association, Pickleball club, tennis group, baseball group, Ridgway Area Trails, Skatepark)
- Town Parks, Trails, and Open Space Committee
- Neighbors (i.e.: Solar Ranches HOA, Chipeta Solar Springs Resort, Preserve development owners)



SCOPE OF THE PROJECT

Designer(s) shall prepare and submit a bid for design of the pavilion based on the scope of work and deliverables below.

Once selected, the Designer(s) will work with the Town staff to refine this scope as necessary.

Scope of Work and Deliverables

1. Gather information on the project. For example, existing conditions on the site, town styles and character, existing user needs, etc. This step should include some sort of public outreach with the initial stakeholders listed above.
2. Engage the public to gather input on design of the pavilion. Develop conceptual design(s).
3. Utilize public input to develop the Pavilion design. This design should include the location, orientation, building design, programming, initial grading, etc. This design will be reviewed by key project stakeholders.
4. Prepare final design and construction documents. Documents must be stamped by a licensed architect and/or a licensed engineer.

Estimated Timeline

Project start: 9/30/2019

Conceptual design(s) submitted: 11/1/2019

Pavilion design submitted: 12/9/2019

Final design, construction and engineering documents, due: 1/31/2020

SUBMITTAL INFORMATION

Submittal Instructions

Submit three (3) paper copies printed double sided and one (1) electronic copy of the proposal in a sealed envelope no later than **3:00 p.m. on August 28, 2019** to:

Town of Ridgway
Town Clerk
Attn: Athletic Park Pavilion Design
PO Box 10
201 N Railroad Street
Ridgway, CO 81432



Proposal Format

The full proposal should be **no more than 15 pages** and should include the following information:

A. Cover letter, including:

1. Designer(s) name, address, and location(s)
2. Brief description of project interest and project understanding
3. Signature of the person having proper authority to make formal decisions and commitments on behalf of the primary Bidder
4. Affirmation statement that Bidder has read and understands the requirements of the draft agreement for services (Exhibit 1 to this RFP), and can meet the requirements stated in the agreement, or an indication of which specific requirements cannot be met

B. Project team, including:

1. A list of all firms and/or employees assigned to this project, including their specific role
2. Identify the project manager and include their title, address, email and phone number
3. Include qualifications and relevant experience for each employee assigned to this project – this can be in the form of one-page resumes, and should include similar work

C. Relevant projects and references, at least three, including:

1. Project name and location
2. Brief description of the project and services provided
3. Name, telephone number, and email of client
4. Fee for services provided
5. Web link or images to view work product

D. Project Approach, Methodology, and Timeline

1. Describe proposed approach to accomplish the scope of work and deliverables listed in this RFB, including public engagement and public process.
2. Include any suggested changes to the scope of work and/or deliverables. If additional services are suggested beyond the scope of work in this RFP, please ensure they are clearly identified as such.
3. Show a detailed timeline of the proposed scope of work based on the anticipated timeline included in this RFB.
4. Provide details of what input Designer(s) will need from the Town and in what timeframe.



E. Project cost, including:

1. A detailed budget, including hourly rates and a total cost to complete the scope of work and deliverables, based on the proposed timeline.
2. Estimate of costs for Bidder to provide project construction oversight, upon completion of design.
3. 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 proposal shall be received by **3:00 pm on August 16, 2019**. Questions must be submitted via email to: Shay Coburn, Town Planner, at scoburn@town.ridgway.co.us. The responses to any submitted questions will be prepared by Town staff and then provided via email to all vendors that have indicated an interest in submitting a proposal and posted on the website by the date listed in the tentative schedule below.

Tentative Schedule

RFB Published	August 9, 2019
Question Deadline	August 16, 2019, 3:00 pm
Question Responses Provided	August 21, 2019
Proposals Due	August 28, 2019, 3:00 pm
Notifications	September 4, 2019
Designer Interviews	September 9-13, 2019
Designer Selection	September 16, 2019
Project Start	September 30, 2019

SELECTION PROCESS

The Town will review the proposals and interview Designer(s) if desired. Proposals will be evaluated using the following criteria:

1. Project understanding and Designer(s) fit with the Town of Ridgway.
2. Project team qualifications and experience of project staff.
3. Relevant project experience and quality of references.



4. Proposed methodology, approach, and timeline, including unique and creative approaches that will enhance the project outcome and deliverables.
5. Price/value of proposed services.

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

Designer must be willing to work with the Town and other contractors as necessary to complete the project.

ADDITIONAL INFORMATION

The selected Designer(s) will be required to enter into a contract with the Town regarding the scope of work, deliverables, timeline, and cost of the project. See Exhibit 1 for a draft of the services agreement. Designer(s) will be required to affirm that the terms in the agreement will be met with any successful award.

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

For more information about the Town of Ridgway, please visit www.colorado.gov/ridgway.



EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 20____, 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

Contacto r 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 consist of the fabrication of items as described in Exhibit A and shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be completed by January 31, 2020.

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.

4. 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.



5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor at the rate of << \$XX/hour, or flat fee >> for time expended by Contractor's principals, billable in << ¼ hour increments >>. Payment shall be made upon itemized monthly billing statements allowing for 30 days processing time by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. **INSURANCE AND 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.

Or...

Contractor claims an exemption from requirements to obtain Worker's compensation insurance as attached hereto as Exhibit "B" and 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. Contractor hereby agrees that it shall obtain statutorily required Worker's compensation insurance to cover Contractor's employees and provide the Town a certificate of such insurance.

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.

10. **SUBCONTRACTS:**

A Subcontractor is a person who has a contract with the Contractor to perform any of the Work.

Unless otherwise specified in this Agreement or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town in writing a list of the



names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement.

11. **SEPARATE CONTRACTS AND OWNER WORK:**

The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

12. **TIME**

If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Town may determine justifies the delay, then the Town may extend the Contract Time by written Change Order.

13. **BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

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. **PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Owner. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

16. **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.

17. **DATE**

This Agreement is dated _____, 20__.

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

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term “illegal alien” is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

- 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.

19. **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.

TOWN OF RIDGWAY

CONTRACTOR: _____

By _____
Name, Title

By _____
Name, Title

ATTEST:

Town Clerk



CRS 8-17.5-102 Certification

Name of Project: Athletic Park Pavilion

Date: _____

Pursuant to CRS 8-17.5-102(1) the undersigned hereby certifies that at this date it does not knowingly employ or contract with an illegal alien who will perform work under the contract for the above referenced project and that the Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for work under the contract for the above referenced project.

CONTRACTOR: _____

By: _____
Name, Title



EXHIBIT A SCOPE OF SERVICES and PROJECT TIMELINE

Scope of Services

1. Gather information on the project. For example, existing conditions on the site, town styles and character, existing user needs, etc. This step should include some sort of public outreach with the initial stakeholders listed above.
2. Engage the public to gather input on design of the pavilion. Develop conceptual design(s).
3. Utilize public input to develop the Pavilion design. This design should include the location, orientation, building design, programming, initial grading, etc. This design will be reviewed by key project stakeholders.
4. Prepare final design and construction documents. Documents must be stamped by a licensed architect and/or a licensed engineer.
5. Additional details from bid to be added here as necessary.

Project Timeline

Project start: 9/30/2019

Conceptual design(s) submitted: 11/1/2019

Pavilion design submitted: 12/9/2019

Final design, construction and engineering documents, due: 1/31/2020