



Town of Ridgway

Professional Architectural
and Engineering Design
Services for the Ridgway
Athletic Park Baseball
Fields and Pickleball Courts

Request for Proposals

TOWN OF RIDGWAY
Request for Proposals
for Professional Architectural and Engineering Design Services for the
Ridgway Athletic Park Baseball Fields and Pickleball Courts

Notice is hereby given that the Town of Ridgway, Colorado will receive proposals from qualified, professional consultants for architectural and engineering design services for the Ridgway Athletic Park Baseball Fields and Pickleball Courts.

Two paper copies and one electronic copy of the proposal in a sealed envelope clearly marked "Ridgway Athletic Park Baseball Fields and Pickleball Courts" and the name, address and phone number of the proposer must be received by Pam Kraft, Town Clerk at Ridgway Town Hall, 201 N. Railroad Street, or PO Box 10, Ridgway, CO 81432 **by 4:00 pm on Friday, April 18, 2025**. Any proposals received after said date/time will be returned unopened.

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.

The full Request for Proposals ("RFP") can be viewed at <https://www.colorado.gov/pacific/ridgway/requests-proposals-bids>.

By: Pam Kraft, Town Clerk

Publication: Ouray County Plaindealer – March 20, March 27, 2025

INTRODUCTION

The Town of Ridgway requests proposals from firms for architectural and engineering design services for the Ridgway Athletic Park Baseball Fields and Pickleball Courts. The successful proposer will specialize in sports facility design and engineering. The successful proposer should be adept at engaging community members in the design process as well as understanding and promoting sustainable and “green” practices for constructing and maintaining public sports facilities.

BACKGROUND

The Ridgway Athletic Park is 18.5 acres in size and is adjacent to the Town’s southernmost boundary off of County Road 23. The Park is highly utilized and treasured by residents and offers recreational activities for many different user groups including, but not limited to: tennis, pickleball, basketball, the skate park, soccer, baseball, the bike park, informal dog walking, and passive recreation. Other amenities at the Athletic Park include a gazebo, restrooms, gravel parking areas, and a large pavilion that can be used for events. The Athletic Park also offers stunning 360 degrees views of the surrounding landscape and open recreation areas.

In 2023, the Ridgway Athletic Park Master Plan was developed by a design team through a comprehensive public process to act as a guide for the future development of the Athletic Park. The document, attached as Attachment 1, features information on existing conditions, a preferred concept plan, community engagement and background, as well as funding opportunities and a preliminary opinion of probable costs. The final preferred master plan design focuses on athletic uses for the park, while also maintaining the well-loved panoramic views and openness of the space.

SCOPE OF WORK

Project Description

The Town seeks proposals for design of new baseball fields and pickleball courts in general conformance with what is depicted in the Ridgway Athletic Park Master Plan. The Ridgway Athletic Park Master Plan recommends one full size regulation high school baseball field, one softball/little league baseball field, and eight pickleball courts.

General Scope of Services

The scope of work for the selected consultant shall include, but not be limited to, the following tasks:

1. Conduct site visits and review relevant documents, studies, and other background information.

2. Engage with project stakeholders (where applicable) to inform the design concept(s).
3. Complete project design(s):
 - a. 30% Design – Plans and preliminary engineer’s estimate
 - b. 60% Design – Plans, specifications, and preliminary engineer’s estimate
 - c. Final design package – Plans, specifications, and engineer’s estimate
4. Develop bid-ready contract documents.

METHOD OF SUBMITTAL AND PROPOSAL FORM

Proposers shall submit two (2) paper copies printed double sided and one (1) electronic copy of the proposal in a sealed envelope, clearly marked with “Housing Needs Assessment”, no later than 4:00 p.m. on Friday, April 18, 2025 to:

Ridgway Town Clerk
PO Box 10
201 N Railroad Street
Ridgway, CO 81432

Proposals shall be limited to 20 pages. Proposals should focus on the qualifications and experience in providing the services requested above. A short list of individuals or firms may be developed based upon the proposals submitted. Proposals shall include the following in the order given:

- A. **Cover Letter:** A cover letter indicating the Respondent’s interest and commitment to provide the services described in the General Scope of Services. The letter should identify the name, address, email address, and telephone number of the person to contact, along with other contact information for those authorized to represent the Respondent.
- B. **Project Team:** Provide a brief description of the individuals on the consultant team that will be assigned to this project, including their relevant experience and qualifications. Additionally, please provide information demonstrating the organizational structure of your team, who will be the principal project manager throughout the process, reporting relationships between members, and the physical location of the offices from which the work will be performed.
- C. **Project Experience:** Please provide the following information for three (3) relevant projects managed by the proposed project manager within the last five (5) years:

- Description of project, location, and status;
- Project results and challenges;
- Description of professional services provided by the consultant team;
- Initial project budget, final cost, and end date (if applicable); and
- Primary client contact for the project (name, title, address, phone number, and email).

D. **Work Samples:** Please include two (2) of the following work products from previous projects:

- Charts, illustrations, diagrams, or other visuals (including supporting text) intended for a general public audience; and
- Summary report of public meeting, survey results, or other outcomes deliverable.

E. **Cost Proposal.** A total not-to-exceed fixed fee for labor, equipment, time, materials, and other items necessary to meet the requirements of the Scope of Services and deliverables, including the requirements of the Professional Services Agreement, which is attached as Exhibit B.

F. **Project Understanding, Approach, and Schedule:** Describe your team’s approach to meeting the Town’s needs and how the proposed team will work with Town staff to complete the project. Qualified firms should demonstrate knowledge and understanding of:

- Best practices for athletic field and/or court design according to regional and national standards;
- Green building or other sustainable approaches to incorporate into the project; and
- Relevant mechanisms for engaging the community in the design process.

Include a high-level timeline that identifies major proposed tasks and products, including how frequently check-in meetings will occur, and when deliverables will be provided. The timeline should demonstrate commitment to completing the design and bid-ready documents by the end of 2025.

- G. **References:** Provide three (3) references from clients for whom your firm has performed similar work within the last five (5) years. Include contact name, current phone number, and current e-mail address for all references.
- H. **Disclosure of Conflict of Interest:** Disclose any potential conflict of interest due to any other clients, contracts, or property interests regarding private development of any property within the Town of Ridgway.

Questions regarding this RFP must be received in writing via email to Preston Neill, Ridgway Town Manager, at pneill@town.ridgway.co.us no later than 10:00 a.m. MST on Thursday, April 3, 2025. Responses to questions will be provided directly by email and posted on the Town's website at <https://www.colorado.gov/pacific/ridgway/requests-proposals-bids> directly after the "Last Date for Questions" identified in the timeline below. Interested parties are highly encouraged to check the Town's website at the link above immediately after 5:00 p.m. on Friday, April 4, 2025, and prior to submitting a proposal to ensure they have all necessary and up-to-date information.

SELECTION PROCESS

Submittals will be evaluated using the following criteria:

- Qualifications of the individual or team members and their experience with similar projects.
- Understanding or experience with the requested scope of services and working with small local governments with limited resources.
- Time frame for completion of the project.
- Ability of the consultant to complete the work in a cost-effective and timely manner.
- Overall responsiveness to the RFP.
- The degree to which the proposal meets or exceeds the terms of the Request for Proposal.
- Results of reference checks and past performance for other clients.

All proposals will be reviewed and evaluated by a Selection Committee consisting of Town staff members and an elected official from the Town Council. The Town reserves the right to request clarification or additional information from individual Respondents.

As part of the evaluation process, the Town may interview some, but not necessarily all, of the Respondents. If selected for an interview, presentations will be limited in time with

additional time for questions. Respondents may also be asked to supplement their submittals as part of the selection process.

TIMELINE

Identified below are the milestone dates associated with this project (subject to change).

<i>RFP Issued:</i>	<i>Thursday, March 13, 2025</i>
<i>Last Date for Questions:</i>	<i>Thursday, April 3, 2025 by 10:00 a.m.</i>
<i>Responses to Questions and/or Addendum Issued by Town (if necessary)</i>	<i>Friday, April 4, 2025 by 5:00 p.m.</i>
<i>Proposal Due Date/Opening of Proposals:</i>	<i>Friday, April 18, 2025 by 4:00 p.m.</i>
<i>Evaluation Period (with potential interviews)</i>	<i>Week of April 21, 2025</i>
<i>Final Consultant Selection/Notice of Award:</i>	<i>Week of April 28, 2025</i>
<i>Executed Contract and Required Documents Submitted</i>	<i>Week of May 5, 2025</i>
<i>Project Commences:</i>	<i>Week of May 12, 2025</i>

Please note that the Town desires services to start as soon as possible once an agreement is executed.

ADDITIONAL INFORMATION

The Town intends to select one consultant to provide the services described herein. 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 proposer, or to accept the proposer for the contract, which in its judgement best serves the interest of the Town, and the right to disregard all non-conforming, non-responsive, or conditional proposals.

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 as the Town is subject to Colorado Open Records Act requests.

For more information about the Town of Ridgway, please visit <https://townofridgway.colorado.gov/>.

ATTACHMENTS

Attachment A – Ridgway Athletic Park Master Plan

Attachment B – Draft Professional Services Agreement



RIDGWAY ATHLETIC PARK

MASTER PLAN - 12.13.2023

DHM DESIGN



TABLE OF CONTENTS

Project Purpose.....2

Existing Conditions3

Recommendations.....5

Implementation 8

Cost Estimate.....8

Phasing.....9

Funding Opportunities..... 11

Community Engagement..... 13

Appendix: Detailed Cost Estimate Reference15

ACKNOWLEDGMENTS

Town of Ridgway

- John Clark (Mayor)
- Russ Meyer (Mayor Pro-Tem)
- Polly Enochs (Councilor)
- Kevin Grambley (Councilor)
- Beth Lakin (Councilor)
- Terry Schuyler (Councilor)
- JT Thomas (Councilor)
- Preston Neill (Ridgway Town Manager)
- Debra Overton (Deputy Treasurer)

Community Stakeholders

- Ouray County Baseball
- Ouray County Soccer Club
- Ridgway Bike Park
- Ridgway Parks, Trails, and Open Space Committee
- Ridgway Pickleball Club, Inc.
- Ridgway School District R-2
- Ridgway Skate Park
- San Miguel Power Association
- Tennis (local group, informal)
- Public Meeting Attendees

DHM Design

- Walker Christensen, Principal, PLA
- Cammie Willis, Associate, PLA
- Andrew Ehat, FAA Licensed Drone Pilot
- Mia MacDonald, Graphic Designer



Ridgway Athletic Park facing northeast

PROJECT PURPOSE

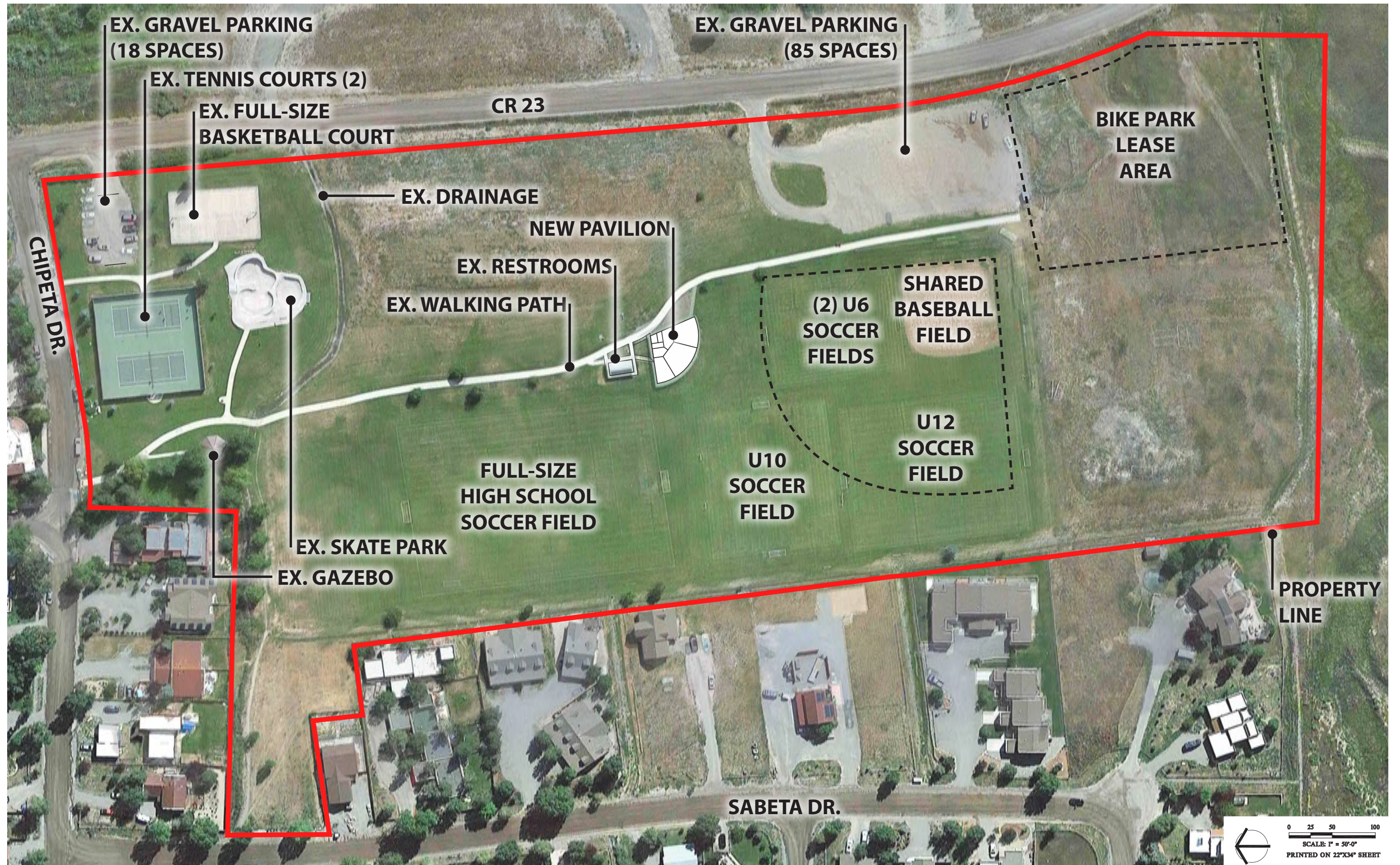
The Ridgway Athletic Park Master Plan was developed by the design team through a comprehensive public process to act as a guide for the future development of the Athletic Park. This document features information on existing conditions, a preferred concept plan, community engagement and background, as well as funding opportunities and a preliminary opinion of probable costs. The final preferred master plan design focuses on athletic uses for the park, while also maintaining the well-loved panoramic views and openness of the space.



Ridgway Athletic Park facing west

EXISTING CONDITIONS

ATTACHMENT A



ATTACHMENT A

Existing Athletic Park Amenities

The Ridgway Athletic Park is 18.5 acres in size and is adjacent to the Town's southernmost boundary off of County Road 23. The Park is highly utilized and treasured by residents and offers recreational activities for many different user groups including, but not limited to: tennis, pickleball, basketball, the skate park, soccer, baseball, the bike park, informal dog walking, and passive recreation. Other amenities at the Athletic Park include a gazebo, restrooms, gravel parking areas, and a large pavilion that can be used for events. The Athletic Park also offers stunning 360 degrees views of the surrounding landscape and open recreation areas. A portion of the Athletic Park - approximately one to two acres - has been leased to the Ridgway Bike Park at the southeast corner of the site. This area has been surveyed, but has not yet been developed. Therefore, the bike park has potential to be relocated elsewhere within the park. The Athletic Park is well-loved by the community as was evidenced by the large turnout by Ridgway residents throughout the public process.

1 Soccer Fields

The Ridgway athletic park features five existing soccer fields: one full-size high school field, one U12 youth field, one U10 youth field, and two U6 youth fields.



2 Skate Park

The 5,000-square-foot skate park was built in 2006; The park allows for all user types and has expert to beginner features.



3 Basketball Court

A full-size basketball court is located at the north end of the Athletic Park by the tennis courts and small parking area at Chipeta Drive. This court has shared use and also serves as three pickleball courts.



4 Tennis Courts

There are two tennis courts at the north end of the Athletic Park by Chipeta Drive; these courts are shared use and also serve as four pickleball courts.



5 Baseball

The Athletic Park features one youth league size baseball field towards the southern side of the park; it shares an outfield with soccer.



6 Pavilion

The Ridgway Athletic Park Pavilion was constructed in 2020 and is centrally located in the park. It has a concessions area and hosts 10 plus picnic tables for large groups.



7 Gazebo

The gazebo is located right off the walking path near the Chipeta Drive entrance into the Athletic Park. It has a rustic materials aesthetic and can host small groups.



8 Walking Paths

There are 0.4 miles of paved and unpaved existing walking trails at the Ridgway Athletic Park; these are well-used by the community.



9 Restrooms

The existing restroom at the Athletic Park is located centrally by the pavilion; it features four stalls, an outdoor water fountain/bottle-filling station, trash receptacles, and custom bike racks.



RECOMMENDATIONS

Preferred Master Plan



ATTACHMENT A

Preferred Master Plan Improvements

The Ridgway Athletic Park Preferred Concept Plan was developed with guidance from community members and Ridgway’s Town Council as part of the public design process. This plan synthesizes the desired goals expressed by vested interest groups and citizens in a plan layout to steer future development efforts at the Athletic Park. The plan focuses on maintaining existing desired amenities, expanding on athletic activities, and preserving the open atmosphere in the park. The activities offered in this concept plan are described in more detail below.

Tennis – The existing tennis courts at the Athletic Park will remain in their current location and shall be resurfaced. The dual pickleball striping on the courts will remain as the new pickleball court complex is developed in order to accommodate for large pickleball tournaments and keep the courts multi-functional.

Pickleball – A new eight-court pickleball complex would be developed at the southeast area of the park close to parking, the new restroom, and the pavilion. (This location is also further from residential areas than the current multi-use tennis and basketball court location.) The pickleball complex would serve the 150+ members comprising the Ridgway Pickleball Club. The design features shaded viewing areas with benches between the courts as well as significant vegetated noise berm buffers on the north, east, and west sides of the courts to reduce sound impacts on neighboring residential areas. Future expansion for four additional pickleball courts could occur to the south of this proposed complex location if needed in the future.



Pickleball Courts (example)

Playground with Climbing Boulder – The Athletic Park features many different sports fields and courts for older children and adults—necessitating the inclusion of a small play structure for younger-aged kids. A demonstration climbing boulder is also featured alongside the playground in the central location by the restroom as both would require safety surfacing beneath them. The play structure would be small in scale and would showcase two structures: one for children aged two through five and one for children aged five through twelve. A small swing set may also be included in the layout. The playground could be designed to be more rustic or nature-focused to match with the nearby demonstration climbing boulder; or it could be bold, bright colors to attract kids’ attention. The climbing boulder could be natural or sculpted concrete and would be sized so that even adults could practice. Handholds may be natural or sculpted into the boulder or could be colorful and mounted. There are many different potential color schemes and layouts that the playground and climbing boulder could take on; however, there is consensus gleaned from the public process that both of these features are desired and needed at the Athletic Park. The location of them in close proximity to the restroom and central to other activities was also desired by the community.



Climbing Boulder (example)

Basketball – The existing full-court basketball amenity will remain in its current location. The pickleball striping on the basketball courts will remain as the new pickleball court complex is developed in order to accommodate for large pickleball tournaments and keep the court multi-functional.

Soccer – The current number of soccer fields is maintained in the preferred concept layout plan: one full-size high school field, one U12 youth field, one U10 youth field, and two U6 youth fields. The fields also are located in roughly the same location that they are currently in the park with the recommended 10-yard spacing between fields and seven yards of spacing on the sides of the fields. There are opportunities in the big, open lawn area for the Ouray County Soccer Club to rotate the fields as needed for grass maintenance. If the sport keeps growing, temporary additional youth soccer fields could be set up in the baseball outfields when not in use by baseball players. Also available for soccer’s expansion is the full-size field located at the High School. This field is in need of refurbishment, but the space has already been allocated for soccer.

Walking Loop Paths – One of the most well-used and loved features of Ridgway’s Athletic Park are the existing trails. The park already has 0.4 miles of existing walking paths; however, none of these are currently configured into a loop trail. Therefore, a goal that is shown in the preferred concept layout plan is the inclusion of more paved and unpaved trails that form a complete walking loop totaling approximately a half mile in length. Also shown in the preferred plan are additional paved and unpaved trails to improve connectivity between the different proposed amenities. The paved trails would be a concrete material and the unpaved trails could be built as a stabilized crusher fines material to promote accessibility for all park visitors. The overall length of the trails shown in the preferred Athletic Park design increases to approximately one mile.



Playground (example)

ATTACHMENT A

Baseball – The Ouray County Baseball organization has 90+ participants from ages four through 14, not including softball players. This growing community can be served by the two baseball fields shown in the preferred concept plan: a full-size fenced regulation high school field with a 300 feet outfield and a softball/little league field with a 200 feet outfield. The fields are located on the southern end of the park in order to maintain the open layout at the Athletic Park. Both fields feature dugouts, bleachers, and scoreboards. A batting cage is also shown. If the baseball community continues to expand, there is an existing field available at the Elementary School that would not take too much refurbishment to develop into an additional fully functional little league field.



High School & Little League Baseball Fields (example)

Skate Park – The Ridgway Skate Park is located towards the northeast part of the Athletic Park and currently features a 5,000 square foot park with bowls, concrete wheel stops and benches, rails, and ramps. Some work was recently done to the existing skate park to improve safety and remove loose gravel areas. In the preferred master plan rendering, the skate park is expanded to include new a wheels park and competition features to a footprint of approximately 16,850 square feet. This addition would offer features that cater to various skill levels, sports, and riding styles. Moreover, the expansion would accommodate for small children from the age of three all the way through adulthood.



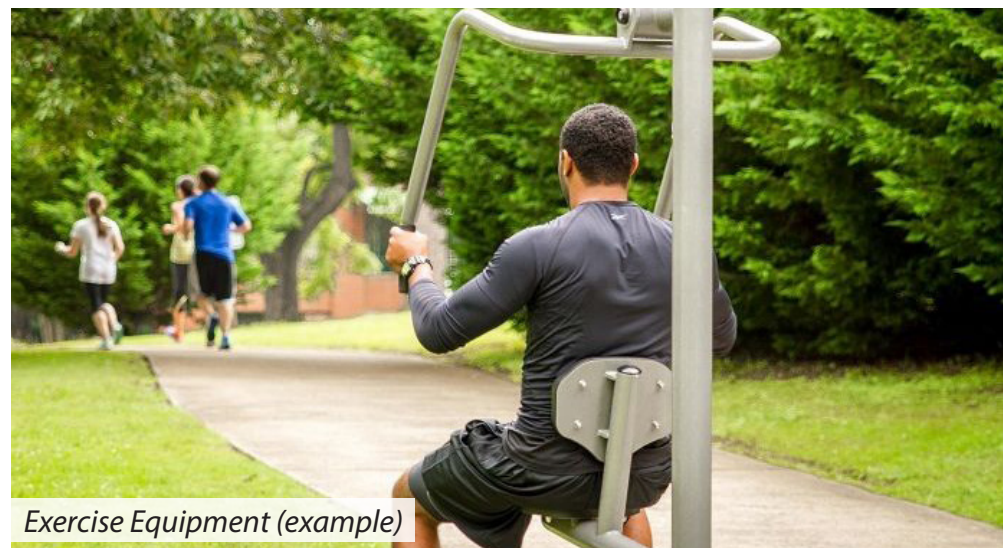
Skate Park (example)

Bike Park – The Bike Park, which is currently leased by the Town to the Ridgway Bike Park at the southeast corner of the Athletic Park, has been relocated to a more central location in the preferred master plan concept rendering. By ensuring that the bike park and skate park amenities are in close physical proximity to each other, this design hopes to encourage the positive synergy between the two similar user groups. The bike park design, which is a professional level pump track and skills course developed by PumpTrax USA, features two entrances to the two paved loop paths. It is approximately one acre in size. In addition to the professional level pump track, a soft surface strider track is proposed to be multi-functional with the exercise equipment circuit for small children's use.



Bike Park Pump Track (example)

Exercise Equipment Circuit and Pump Track – Another amenity that was desired by community members as part of the public process was the inclusion of outdoor exercise equipment. This is shown in the preferred concept plan as a small 0.1 mile circuit loop with seven exercise equipment stations. The exercise equipment circuit loop is shown at the west park entrance by the Solar Ranch residential neighborhood. The equipment could have moving components such as outdoor elliptical or lat pull-down machines or they could be fully stationary such as the bench dip or pull-up bar. The loop path at this area would be constructed to be multi-functional as a bicycle strider track for small children to use as well.



Exercise Equipment (example)

Picnic Shelter – With the increase in overall amenities and sports fields in the preferred Athletic Park layout, an additional picnic shelter is shown in the preferred master plan. The shelter is 29'x20' in size and will fit six 6' length tables. It is shown near the soccer fields and bike park. Materials for the picnic shelter will be complementary to other structures at the Athletic Park (such as the gazebo and the pavilion) and around the Town of Ridgway.

Restrooms – The existing restroom facilities at the Athletic Park are in a good central location for access from the different activities. However, the facility itself is undersized for the proposed increase in the number of sports fields and activities slated for incorporation in the preferred concept layout. To accommodate for this shortage, a new and enlarged restroom structure (approximately 32'x32' or eight stalls) is proposed in the preferred Athletic Park master plan. This restroom shall be located adjacent to the new parking lot and near the playground and climbing boulder area in close proximity to the pavilion. Rather than being built in the same location as the existing restroom, the new location allows for the old restroom to be utilized by the community while the new restroom while the new facility is under construction. The new restroom shall double the number of restroom stalls and urinals and may also feature a family restroom stall. A water fountain, trash receptacles, planting beds at the building entrances, and bike racks will be included at the new restroom building as well. The building's materiality will match the aesthetic of the existing park structures such as the nearby pavilion.

Parking – The existing small parking area to the northeast of the site remains as unpaved in the preferred plan—18 total spaces. The large parking lot is relocated in the preferred plan to accommodate for the new pickleball courts and additional high school baseball field. It will remain as gravel, but expand to feature 102 parking spaces—an increase in 17 spaces from the 85 parking spaces at the existing gravel lot. The total number of parking spaces shown in the preferred plan is 120; this is an increase in 17 spaces from the existing gravel parking lots. There is also ample parking available on the CR 23 and Chipeta Dr.—approximately 50 or more vehicles could park on these roads.

Informal Dog Park Gathering Area – The grassy open soccer fields are currently used as an open, informal dog park area for park neighbors and Ridgway residents. In the proposed master plan, this space can continue to function as an informal dog play park and gathering area with the caveat that unleashed dogs must be under voice and sight control of their owners per the Ridgway Municipal Code. Owners must also pick up and dispose of pet waste appropriately. Furthermore, all of Ridgway's town codes for dog owners must be followed when using the open lawn areas at the Athletic Park as an informal dog park.

**Note: Lighting for the various sports fields and courts would extend play time into the evening; however, maintaining Ridgway's designation as a Dark Sky Community by the International Dark-Sky Association is also a key concern and shall not be impeded by any future additional lighting incorporated into the park.*

IMPLEMENTATION

Cost Estimate

The costs featured in this master plan document represent a rough opinion estimate of probable costs per current analysis of market costs as of November, 2023. As time progresses, escalation of these preliminary prices will increase at an estimated rate of 9% per year. It is important to note that construction costs from 2020 through present have been very volatile and unprecedentedly high to the extent of quadruple the cost of some material types. It is unknown if this escalation rate will continue at the current rate moving forward. These preliminary opinions of probable costs can be used to budget for funding and apply at different facilities for grants as the Town selects and constructs different park improvements. The costs shown are high level numbers for the construction of specific park features as listed. A design fee of 10% of the total cost; a contractor fees, bonding, and mobilization fee of 20% of the total cost; and a contingency fee of 25% of the total cost should be added to the total of the line items that are selected as projects for development and as funding is acquired.

As the park development moves forward from a master plan level, layouts and materials may change and cost estimates will need to be updated.



Pickleball players utilize the tennis courts

Item	Quantity	Unit	Cost/Unit	Total
ATTACHMENT A				
PHASE 1: NEW PARKING LOT				
Mobilization	1	LS	\$30,000.00	\$30,000.00
Gravel Parking Lot (includes base course & temporary paint striping)	16,280	CF	\$6.50	\$65,120.00
6' Wide Concrete Walk Improvments (includes aggregate base course)	2,940	SF	\$14.00	\$41,160.00
Landscape (includes trees, revegetation seed, topsoil, and irrigation)	1	LS	\$52,300.00	\$52,300.00
			SUBTOTAL	\$188,580.00
PHASE 2: NEW PICKLEBALL COMPLEX AND HIGH SCHOOL BASEBALL FIELD				
Site Demolition/Mobilization (for pickleball courts and high school baseball field)	1	LS	\$75,000.00	\$75,000.00
6' & 8' Wide Concrete Walk Improvments (includes aggregate base course)	1	LS	\$87,980.00	\$87,980.00
5' Wide Stabilized Crusher Fines Path Surfacing (includes base material)	5,050	SF	\$8.50	\$42,925.00
Trash Receptacles	3	EA	\$3,000.00	\$9,000.00
Landscape (includes trees, revegetation seed, topsoil, and irrigation -not in sports field areas)	1	LS	\$52,290.00	\$52,290.00
Pickleball Court Complex (includes grading, 8 new courts, central viewing areas, seating, and berms)	1	LS	\$904,354.00	\$904,354.00
High School Baseball Field (includes grading, prefabricated press box, dugouts, bleachers, infield mix, scoreboard, fencing, striping, turf, topsoil, soil amendment irrigation, and audio system)	1	LS	\$1,176,480.00	\$1,176,480.00
			SUBTOTAL	\$2,348,029.00
PHASE 3: NEW RESTROOM, PLAYGROUND, CLIMBING BOULDER, AND STRIDER TRACK/EXERCISE EQUIPMENT LOOP				
Site Demolition/Mobilization (includes removal of old restroom)/Strider Track Grading	1	LS	\$60,000.00	\$60,000.00
New Restroom Building (32'x32' or 1024 SF)	1,024	SF	\$500.00	\$512,000.00
New Playground (would include poured-in-place safety surfacing)	10,230	SF	\$65.00	\$664,950.00
Rock Climbing Boulder (assumes prefabricated boulder with commercial footing)	1	LS	\$50,000.00	\$50,000.00
Stationary Workout Features (includes 7 pieces of equipment surface mounted to concrete pads)	1	LS	\$75,000.00	\$75,000.00
Site Furnishings (includes benches, trash receptacles, and bike racks)	1	LS	\$22,000.00	\$22,000.00
6' & 8' Wide Concrete Walk Improvments (includes aggregate base course)	1	LS	\$50,500.00	\$50,500.00
5' Wide Stabilized Crusher Fines Path Surfacing (includes base material)	3,600	SF	\$8.50	\$30,600.00
Landscape (includes trees, planting beds, turf, topsoil, soil amendment, revegetation seed, and irrigation)	1	LS	\$149,835.00	\$149,835.00
			SUBTOTAL	\$1,614,885.00
PHASE 4: NEW LITTLE LEAGUE BASEBALL FIELD AND RECONFIGURE SOCCER FIELDS				
Site Demolition/Mobilization	1	LS	\$30,000.00	\$30,000.00
6' & 8' Wide Concrete Walk Improvments (includes aggregate base course)	1	LS	\$9,700.00	\$9,700.00
5' Wide Stabilized Crusher Fines Path Surfacing (includes base material)	6,400	SF	\$8.50	\$54,400.00
Landscape (includes trees, revegetation seed, topsoil, and irrigation -not in sports field areas)	1	LS	\$28,390.00	\$28,390.00
Drainage improvements/piping at ex. ditch by the Solar Ranch residential areas (west and northwest sides of the park)	1,270	LF	\$200.00	\$254,000.00
Softball/Little League Baseball Field (includes grading, batting cage, dugouts, bleachers, infield mix, scoreboard, fencing, striping, turf, topsoil, soil amendment, irrigation, and audio system)	1	LS	\$457,405.00	\$457,405.00
Soccer Fields Improvements (includes pet waste stations, fine grading, repair of existing sod, soil amendment, irrigation, striping, new movable goals, audio system)	1	LS	\$542,920.00	\$542,920.00
			SUBTOTAL	\$1,376,815.00
PHASE 5: NEW BIKE PARK AND SKATE PARK ADDITION				
Site Demolition/Mobilization/Resurfacing and Striping of Tennis Courts	1	LS	\$54,000.00	\$54,000.00
6' & 8' Wide Concrete Walk Improvments (includes aggregate base course)	1	LS	\$49,000.00	\$49,000.00
New Picnic Shelter (20'x28'; includes concrete pad and 4 picnic tables beneath)	1	LS	\$80,960.00	\$80,960.00
Landscape (includes trees, revegetation seed, topsoil, and irrigation)	1	LS	\$181,195.00	\$181,195.00
New Skate Park (includes concrete, grading, and other associated costs to build the skate park)	16,850	SF	\$85.00	\$1,432,250.00
Bike Park (includes site grading, skills features, single track trails, boulders, and two entrances with shade sail structures)	1	LS	\$168,425.00	\$168,425.00
			SUBTOTAL	\$1,965,830.00
BID OPTIONS: LIGHTING				
Pickleball Complex: Lighting & Electrical	1	LS	\$120,000.00	\$120,000.00
High School Baseball Field: Lighting & Electrical	1	LS	\$650,000.00	\$650,000.00
Little League Baseball Field: Lighting & Electrical	1	LS	\$200,000.00	\$200,000.00
Soccer Fields: Lighting & Electrical	1	LS	\$500,000.00	\$500,000.00

Notes:

- Subtotal costs for construction phases shown in this table do not include prices for design, contractor fees, bonding, mobilization, and contingency.
- Bid option lighting costs need to take into consideration that Ridgway is a Dark Skies Community. Therefore, these systems shall be designed with limits on illumination in order to meet Dark Skies Community requirements.
- See the end of the Appendix for a more detailed breakdown of some of the lump sum items in this spreadsheet.



ATTACHMENT A

Phasing Description

The phasing plan shown in this document is representative of the community feedback gleaned throughout the public process. At the November 13th public meeting, attendees were asked to weigh in on their thoughts of the draft master plan document as well as which amenities should be slated for construction in order of priority. The parking lot, though not deemed a top priority for development, is slated to be constructed first in order to make room for the top park development priorities—the eight pickleball courts and a regulation-sized high school baseball field with fencing. Refer to the list below for the proposed phasing for park improvements.

It is important to note that the preferred phasing order outlined here is just a recommendation based off of the community's priorities as part of this master plan public process. Different funding sources may become available or residents' goals may shift. Therefore, some phases or parts of different phases could be developed in a different order than is shown in this master plan diagram. The phasing diagram is to be used as a framework for future development and reflects the current November 2023 priorities for the Athletic Park.

Phase 1: The new gravel 102 space parking lot. This is Phase 1 to accommodate for parking at the Athletic Park while the other top priority amenities are being constructed. All existing park features will still be usable during the proposed Phase 1 construction.

Phase 2: The full regulation size baseball field with outfield fencing and the eight pickleball courts are slated for development in Phase 2. These were top priority items ranked by the community during the public process. They will serve existing growing community groups that are already using the facilities at the Athletic Park. All existing park features will still be usable during Phase 2 construction except for the southeast corner of the existing little league baseball infield. Therefore, it is recommended that construction of this area in Phase 2 take place outside of baseball season so as to not impact play.

Phase 3: In Phase 3 of the Athletic Park site development, the new restroom construction (and demolition of the existing restroom), the development of the playground and climbing boulder, and the small children's strider track and exercise equipment circuit loop walk to the west side of the park will take place. Work on the new restroom would begin first with the existing restroom remaining open until the completion of the new facility. Then the existing restroom would be demolished and revegetated. All existing park features shall remain open during this phase of construction except for the existing little league baseball field, which will have been replaced by the new high school regulation field in Phase 2. The new pickleball courts will also be open.

Phase 4: The fourth phase of the Athletic Park preferred master plan development would include the second softball/little league sized baseball field and reconfiguring the existing soccer fields to accommodate for the additional little league field. During this phase of construction, all existing park amenities will remain open along with the new high school baseball field, pickleball courts, playground and climbing boulder area, exercise equipment circuit loop, and new restroom. Parts of existing soccer fields and the new little league field may be closed at different times to allow for construction/refurbishment activity.

Phase 5: The final phase of the Athletic Park development would feature the bike park, skate park expansion, and new picnic shelter. These were not the top priority of features for improvement as expressed in the community survey. However, the inclusion of them in Phase 5 of the park development would offer a new bike park use that is not currently available at the Athletic Park and also create a regional competition skate park. The development of the amenities in Phase 5 would bring the preferred master plan into full fruition. During this phase of construction, all park amenities (existing and new) would be open for use, except for the skate park—which would remain closed during its expansion. This phase would also feature resurfacing the existing tennis courts with the dual tennis/pickleball striping.

**Note: Trails will be developed within the proposed phases to provide access to the different park features as they are built.*



Existing Ridgway Athletic Park little league baseball field



Ridgway Athletic Park facing south

Grant & Funding Opportunities

Funding Opportunities

The purpose of this Master Plan document is to act as a road map for the future development and improvements to the Ridgway Athletic Park. With input from the community and availability of funding, prioritization on the proposed park improvement projects can be chosen and built. It is anticipated that as park improvement projects are selected and slated for construction, design consultants will be employed to develop construction documents and will prepare more detailed cost estimates. Based on available funding and other considerations, it is suggested that the list of park projects outlined in this master plan be divided into different phases with funds budgeted towards the goal of completing a logically usable phase (which can stand on its own) each fiscal year. (See the preferred phasing plan diagram in this document.) The completion of all recommended projects outlined in this master plan for the Ridgway Athletic Park may take 20 years or more to complete. As these improvement projects take place over time, priorities may shift. It is important that the Town continue to reevaluate priorities and phasing of improvements every five to 10 years to continue to align with the community goals for enhancing the Athletic Park.

The phasing of fundable Athletic Park projects is best guided by several criteria including:

- An immediate opportunity where a logical, usable connection can be made with current or readily available resources
- Availability of rights-of-way and permitting
- Availability of funding and/or grants to build and maintain improvements
- Catalyst projects that demonstrate the value of the project, build public support, and help promote further community support and fundraising
- Opportunities to include a trail with a current private or public development project such as a highway improvement, access road, or new subdivision
- Projects that can be completed using volunteerism or in-kind labor and resources
- Projects that offer an exceptional experience and/or are highly visible to the public
- Availability of funding and/or grants to build and maintain improvements

Next Steps

The next steps that the Town should take for implementing this master plan are: 1) Identify high priority projects, 2) Start fundraising and planning efforts for the construction of these projects, and 3) Hire design professionals to develop more detailed construction documents and cost estimates for implementation. (The phasing plan for effective implementation of the proposed park improvements outlined in this master plan document are shown in further detail on page 8 of this report.)

Funding Strategy

There are several potential funding sources likely to be available over the next several years. These include:

Local Appropriations

These funds come from Town and County revenues (property taxes, restaurant and lodging taxes) and other sources and appropriations. This local commitment is key to providing match money and helping leverage potential outside funding.

Create a Designated Fund

There are numerous examples of special taxes, typically a sales tax increment at the County level, dedicated to open space, trails, parks and other similar community investments. These projects have been phenomenally successful in Durango, Colorado along the Colorado Front Range, and other locations where a very small increment on sales can generate substantial funds that can be invested in infrastructure vital to the long-term health and economic well being of the community. This type of tax is especially beneficial in tourism-based places where a substantial portion of the revenue comes from outside the area such as a lodging tax.

Local Development

As new development occurs, a number of communities have been successful in funding trails and greenway improvements through the sub-division process. As an example, Commerce City, Colorado has been extremely successful working with developers to set aside open space corridors and build trails and parks in the developing area west of Denver International Airport. A key to this success was having a sound master plan in place. It should be noted that many developers want these improvements because they recognize them as essential benefits for the future marketability of their lands.

Conservation Set-Aside Tax Benefits

Under Colorado Law, landowners who agree to set aside developable lands for conservation purposes can reap substantial tax benefits directly, or cash benefits, by re-marketing the tax benefits to others in need of a state tax deduction.

Individual, Philanthropic and Corporate Giving

There are several possible sources of private sector funding for trail and recreation projects. Programs and levels of sponsorship vary. These might include: gifts, grants, bequests, fund-raising events and other forms of giving. There are many ways to recognize these individuals or groups such as signage along trails or in parks where the gifts were used in a project's development.

In-Kind and Volunteerism

There are opportunities to engage in-kind services from public agencies or private participants both in land donations and possibly use of equipment, labor or materials. This might also include the local schools, youth programs, scout projects, and volunteerism.



Ridgway Athletic Park pavilion

Grant & Funding Opportunities Continued

Suggested Grants/Foundations Opportunities

There are several potential grant sources typically considered for recreation projects. The following list illustrates a number of grant funding agencies and programs that may provide access to funding for planning and/or implementation of specific recreation projects. This list should not be considered exhaustive; the most effective method for choosing and pursuing grant funding is to engage the expertise of a grant writing professional or an individual with direct experience in winning grant funding to evaluate funding opportunities and assemble grant applications for the Town.

Fundable Project Elements

- Recreation
- Interpretation (signage)
- Education
- Restoration
- Public Access
- Specialized Programming (skate parks, bike parks, playgrounds, various sports courts/fields, new facilities, youth sports programs)
- Public Art
- Public Transportation

Eligible Local Projects

- Playgrounds
- Connectivity to City amenities
- Environmental education facilities
- Outdoor amenities
- Infrastructure (irrigation, sprinkler systems, drainage pipes, parking lots, lighting)
- Amenities (restrooms, drinking fountains, benches, picnic tables, pavilions, etc.)



Ridgway Athletic Park skate park

Colorado Grant Programs

- **GOCO - Special Initiative Grants**
www.goco.org/grants
GOCO offers competitive grant programs for outdoor recreation, land conservation, and stewardship projects in Colorado.
- **Colorado Department of Local Affairs**
dlg.colorado.gov/conservation-trust-fund-ctf
Conservation Trust Fund, funding can be used for the acquisition, development, and maintenance of new conservation sites or for capital improvements or maintenance for recreational purposes on any public site.
- **The Gates Family Foundation**
gatesfamilyfoundation.org/engage/how-to-apply/
The mission of the Gates Family Foundation is to invest in projects and organizations which have meaningful impact in Colorado primarily through capital grants and Foundation initiatives that enhance the quality of life for those living in, working in and visiting the state. The Foundation seeks to promote excellence, innovation and self-sufficiency in education, healthy lifestyles, community enrichment, connection to nature and stewardship of the state's natural inheritance.
- **Daniels Fund**
www.danielsfund.org/grants/overview
The Daniels Fund provides grants to support highly effective nonprofit organizations in Colorado, New Mexico, Utah, and Wyoming through the Daniels Fund Grants Program. The Daniels Fund focuses on supporting highly effective and ethical nonprofit organizations that achieve significant results in the community. Some funding areas include, amateur sports and youth development.
- **Colorado Health Foundation**
coloradohealth.org/funding
The Colorado Health Foundation helps Coloradans live their healthiest lives by advancing opportunities to pursue good health and achieve health equity. The Colorado Health Foundation supports impactful work in and across four focus areas that are critical to improving health in Colorado, including; Maintain Healthy Bodies, Nurture Healthy Minds, Strengthen Community Health, Champion Health Equity.

Federal Grant Programs

- **America Walks**
americawalks.org/programs/community-change-grants/
The Community Change Grants program supports the growing network of advocates, organizations, and agencies working to advance walkability. Grants are awarded to innovative, engaging, and inclusive programs and projects that create change and opportunity for walking and movement at the community level.
- **Advocacy Advance**
www.advocacyadvance.org/
Advocacy Advance Grants, a dynamic partnership of the League of American Bicyclists and the Alliance for Biking & Walking - aims to boost local and state bicycle and pedestrian advocacy efforts. With support from SRAM Cycling Fund, the Everybody Walk Collaborative, REI and New Belgium Brewing, Advocacy Advance provides targeted trainings, reports, grants and assistance to equip advocates with the specific tools they need to increase biking and walking in their communities.
- **USDA - Community Facilities Direct Loan & Grant Program**
www.rd.usda.gov/programs-services/community-facilities-community-facilities-direct-loan-grant-program
This program provides affordable funding to develop essential community facilities in rural areas. An essential community facility is defined as a facility that provides an essential service to the local community for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.
- **KABOOM!**
kaboom.org/grants
Since 1996, KABOOM! has collaborated with partners to build, open or improve more than 16,700 playgrounds across the country. KABOOM!'s work is community-driven; which means that projects seek to build trusting relationships, center community voices, and engage diverse stakeholders. KABOOM! does this by working hand in hand with a community's kids and adults to design, plan for, and build community playspaces. KABOOM! builds playspaces in partnership with child-serving nonprofits and municipal agencies. KABOOM!'s projects are an incredible opportunity to build new and exciting places for kids and teens to play.

Other Federal Grants

<https://www.grants.gov/web/grants/search-grants.html>

COMMUNITY ENGAGEMENT

In order to develop this master plan document and the preferred development plan for the Ridgway Athletic Park, a series of community meetings and public comment opportunities were offered to residents. The design team also met separately with many different stakeholder groups to determine desired goals for the park. These groups included: 1) Ouray County Baseball; 2) Ridgway Pickleball Club, Inc.; 3) Ouray County Soccer Club; 4) Ridgway Bike Park; 5) Ridgway Skate Park; 6) Ridgway Parks, Trails, and Open Space Committee; 7) the Ridgway School District R-2; 8) local tennis players; and 9) the San Miguel Power Association regarding a solar microgrid opportunity. The input gleaned from this public process resulted in the preferred layout concept and desired phasing plan.

The first public meeting took place on Thursday, August 3rd in Town Hall. Locals gathered to see a presentation about the existing conditions and amenities and proposed future amenities at the Athletic Park as well as to learn about the purpose of the project. This was followed by an information gathering session where the large poster boards of the existing Athletic Park aerial were shown with an interactive cut-out puzzle piece activity of different proposed park amenities. Meeting attendees then had the opportunity to play around with these cut-outs to configure different park layouts for the design team to vet and develop several draft plan concepts. An online community survey was also open for the next month to receive feedback.

The second public meeting was held on Monday, September 18th at Town Hall. At this meeting, the survey results were shown along with two draft concept plans for review by the community. (The online survey received over 270 responses.) Following the public input and direction from this meeting, a third option was developed that did not include a solar microgrid. All three concepts were then featured on the Town website where residents were able to write their comments for review by council members at the October 11th Town Council meeting. The Town Council analyzed the 100 pages of email comments at their review session and provided final direction for the design team to include in the preferred concept plan.

The third and final public meeting took place on Monday, November 13th at Town Hall. The design team presented the final master plan to the community and gathered any final comments and input on desired phasing and priorities. This Ridgway Athletic Park Master Plan document was then presented and adopted for implementation at the following Town Council meeting on Wednesday, December 13th.

The input from this comprehensive public process ultimately resulted in the final preferred master plan shown in this document that the Town of Ridgway can use as a guide for implementation as funding is acquired.



An interactive cut-out puzzle piece activity at Public Meeting #1



Community members discuss ideas with the design team at Public Meeting #1

ATTACHMENT A



Ridgway residents listen to the presentation and weigh in on preliminary concept options in Public Meeting #2

ATTACHMENT A

APPENDIX A - DETAILED ESTIMATE REFERENCE

The cost estimate shown on this spread represents a more detailed example of the same high level estimate that is shown on page six of this report. The specific components of different park amenities are shown in this breakdown. For example, all of the different components that comprise a baseball field and their associated costs are shown in this spreadsheet.

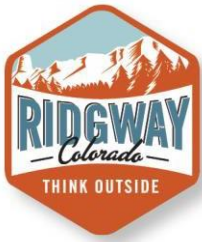
Ridgway Athletic Park Master Plan				
Preferred Option Cost Estimate: Prepared by DHM Design November of 2023				
Item	Quantity	Unit	Cost/Unit	Total
Phase 1 Construction: New Parking Lot				
Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
Gravel Parking Lot (includes 6" base course & striping)	16,280	CF	\$ 4.00	\$ 65,120.00
6' Wide Concrete Walk Improvments (includes aggregate base course)	2,940	SF	\$ 14.00	\$ 41,160.00
Deciduous Trees, 2" caliper	10	EA	\$ 1,030.00	\$ 10,300.00
Revegetation (native areas, assume native seed and 3" topsoil preparation)	7,000	SF	\$ 3.00	\$ 21,000.00
Irrigation at Landscape Areas	7,000	SF	\$ 3.00	\$ 21,000.00
SUB-TOTAL*				\$ 188,580.00
Phase 2 Construction: Pickleball & High School Baseball Field				
Site Demo/Mobilization (for pickleball courts and high school baseball field)	1	LS	\$ 75,000.00	\$ 75,000.00
8' Wide Concrete Walk Improvments (includes aggregate base course)	5,000	SF	\$ 16.00	\$ 80,000.00
6' Wide Concrete Walk Improvments (includes aggregate base course)	570	SF	\$ 14.00	\$ 7,980.00
5' Wide Stabilized Crusher Fines Path Surfacing (includes base material)	5,050	SF	\$ 8.50	\$ 42,925.00
Trash Receptacles	3	EA	\$ 3,000.00	\$ 9,000.00
Deciduous Trees, 2" caliper	18	EA	\$ 1,030.00	\$ 18,540.00
Revegetation (native areas, assume native seed and 3" topsoil preparation)	5,625	SF	\$ 3.00	\$ 16,875.00
Irrigation at Landscape Areas	5,625	SF	\$ 3.00	\$ 16,875.00
Pickleball: Site Grading (as needed)	550	CY	\$ 38.00	\$ 20,900.00
Pickleball: New Courts (includes pavement, nets, etc.)	8	EA	\$ 85,000.00	\$ 680,000.00
Pickleball: Central Viewing Area Concrete (includes aggregate base course)	1,800	SF	\$ 16.00	\$ 28,800.00
Pickleball: Seating (6' benches at viewing areas)	12	EA	\$ 3,000.00	\$ 36,000.00
Pickleball: Shade at Viewing Areas (10'x25' shade sails with structural steel posts)	2	EA	\$ 25,000.00	\$ 50,000.00
Pickleball: Berms (earthwork grading; assumes import of material)	2,333	CY	\$ 38.00	\$ 88,654.00
Baseball: Site Grading (as needed)	3,960	CY	\$ 38.00	\$ 150,480.00
Baseball: Press Box (14'x24'; assumes prefabricated)	1	LS	\$ 70,000.00	\$ 70,000.00
Baseball: Dugout (10'x20'; includes steel roof, fencing, and benches)	2	EA	\$ 30,000.00	\$ 60,000.00
Baseball: Bleachers (5 21' rows; includes handrail; backed with fence)	2	EA	\$ 10,000.00	\$ 20,000.00
Baseball: Infield Mix (assume 3" depth)	150	CY	\$ 200.00	\$ 30,000.00
Baseball: Aggregate Base Course (assumes 6" beneath infield mix)	290	CY	\$ 85.00	\$ 24,650.00
Baseball: Scoreboard	1	LS	\$ 15,000.00	\$ 15,000.00
Baseball: Fencing (assumes 20', 10', and 6' chainlink; includes posts, footings, and gates)	1	LS	\$ 135,000.00	\$ 135,000.00
Baseball: Annual Striping for Fields	1	LS	\$ 500.00	\$ 500.00
Baseball: Turf (sod)	91,600	SF	\$ 2.50	\$ 229,000.00
Baseball: Topsoil (6" depth in sod)	1,700	CY	\$ 60.00	\$ 102,000.00
Baseball: Soil amendment (4 CY/1,000 SF)	367	CY	\$ 150.00	\$ 55,050.00
Baseball: Irrigation in Turf Area	91,600	SF	\$ 3.00	\$ 274,800.00
Baseball: Audio System	1	EA	\$ 10,000.00	\$ 10,000.00
SUB-TOTAL*				\$ 2,348,029.00
Phase 3 Construction: New Restroom, Playground, Climbing Boulder, and Exercise Equipment Loop				
Site Demo/Mobilization (includes removal of old restroom)/Strider Track Grading	1	LS	\$ 60,000.00	\$ 60,000.00
New Restroom Building (32'x32' or 1024 SF)	1,024	SF	\$ 500.00	\$ 512,000.00
New Playground (would include poured-in-place safety surfacing)	10,230	SF	\$ 65.00	\$ 664,950.00
Rock Climbing Boulder (assumes prefabricated boulder with commercial footing)	1	LS	\$ 50,000.00	\$ 50,000.00
Stationary Workout Features (includes 7 pieces of equipment surface mounted to concrete pads)	1	LS	75000	\$ 75,000.00
Benches (6' at playground and exercise equipment circuit loop)	3	EA	\$ 3,000.00	\$ 9,000.00
Trash Receptacles (at playground, restroom, and exercise equipment circuit loop)	3	EA	\$ 3,000.00	\$ 9,000.00
Bike Racks (at restroom)	4	EA	\$ 1,000.00	\$ 4,000.00
8' Wide Concrete Walk Improvments (includes aggregate base course)	2,920	SF	\$ 16.00	\$ 46,720.00
6' Wide Concrete Walk Improvments (includes aggregate base course)	270	SF	\$ 14.00	\$ 3,780.00
5' Wide Stabilized Crusher Fines Path Surfacing (includes base material)	3,600	SF	\$ 8.50	\$ 30,600.00
Deciduous Trees, 2" caliper	15	EA	\$ 1,030.00	\$ 15,450.00
Planting (shrubs & perennials with cedar bark mulch by new restroom building)	1,735	SF	\$ 8.50	\$ 14,747.50
Turf (sod) areas	7,025	SF	\$ 2.50	\$ 17,562.50
Topsoil (6" depth in sod)	130	CY	\$ 60.00	\$ 7,800.00
Soil amendment (4 CY/1,000 SF in turf areas)	28	CY	\$ 150.00	\$ 4,200.00
Revegetation (native areas, assume native seed and 3" topsoil preparation)	23,000	SF	\$ 3.00	\$ 69,000.00
Irrigation at Turf Area	7,025	SF	\$ 3.00	\$ 21,075.00
SUB-TOTAL*				\$ 1,614,885.00

ATTACHMENT A

Phase 4 Construction: New Little League Baseball Field and Reconfigure Soccer Fields				
Site Demo/Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
8' Wide Concrete Walk Improvements (includes aggregate base course)	160	SF	\$ 16.00	\$ 2,560.00
6' Wide Concrete Walk Improvements (includes aggregate base course)	510	SF	\$ 14.00	\$ 7,140.00
5' Wide Stabilized Crusher Fines Path Surfacing (includes base material)	6,400	SF	\$ 8.50	\$ 54,400.00
Deciduous Trees, 2" caliper	23	EA	\$ 1,030.00	\$ 23,690.00
Revegetation (native areas, assume native seed and topsoil preparation)	2,350	SF	\$ 2.00	\$ 4,700.00
Drainage improvements/piping at ex. ditch by the Solar Ranch residential areas (west and northwest sides of the park)	1,270	LF	\$ 200.00	\$ 254,000.00
Baseball: Site Grading (as needed)	1,450	CY	\$ 38.00	\$ 55,100.00
Baseball: Batting Cage (70'x14'x12'Ht.)	1	LS	\$ 20,000.00	\$ 20,000.00
Baseball: Dugout (10'x20'; includes steel roof, fencing, and benches)	2	EA	\$ 30,000.00	\$ 60,000.00
Baseball: Bleachers (5 21' rows; includes handrail; backed with fence)	2	EA	\$ 10,000.00	\$ 20,000.00
Baseball: Infield Mix (assume 3" depth)	75	CY	\$ 200.00	\$ 15,000.00
Baseball: Aggregate Base Course (assumes 6" beneath infield mix)	145	CY	\$ 85.00	\$ 12,325.00
Baseball: Scoreboard	1	LS	\$ 15,000.00	\$ 15,000.00
Baseball: Fencing (assumes 20' backstop and 10' sideline chainlink; includes posts, footings, and gates)	1	LS	\$ 20,000.00	\$ 20,000.00
Baseball: Annual Striping for Fields	1	LS	\$ 500.00	\$ 500.00
Baseball: Turf (sod)	32,520	SF	\$ 2.50	\$ 81,300.00
Baseball: Topsoil (6" depth in sod)	602	CY	\$ 60.00	\$ 36,120.00
Baseball: Soil amendment (4 CY/1,000 SF)	130	CY	\$ 150.00	\$ 19,500.00
Baseball: Irrigation in Turf Area	32,520	SF	\$ 3.00	\$ 97,560.00
Baseball: Audio System (assumes adding onto existing high school baseball system)	1	EA	\$ 5,000.00	\$ 5,000.00
Soccer: Pet Waste Stations	4	EA	\$ 1,000.00	\$ 4,000.00
Soccer: Fine Grading (for shifting of soccer fields as needed; assumes 3" in all turf area)	1,115	CY	\$ 38.00	\$ 42,370.00
Soccer: Soil amendment (4 CY/1,000 SF)	300	CY	\$ 150.00	\$ 45,000.00
Soccer: Irrigation (assumes repair existing system at all sod areas)	1	LS	\$ 50,000.00	\$ 50,000.00
Soccer: Annual Striping for Fields	1	LS	\$ 800.00	\$ 800.00
Soccer: New Movable Goals (with wheels)	1	LS	\$ 30,000.00	\$ 30,000.00
Soccer: Audio System	1	LS	\$ 10,000.00	\$ 10,000.00
			*SUB-TOTAL	\$ 1,376,815.00
Phase 5 Construction: New Bike Park and Skate Park Addition				
Site Demo/Mobilization/Resurface Tennis Courts w/ dual Pickleball Striping	1	LS	\$ 54,000.00	\$ 54,000.00
8' Wide Concrete Walk Improvements (includes aggregate base course)	2,800	SF	\$ 16.00	\$ 44,800.00
Concrete Pad beneath shelter (includes aggregate base course)	560	SF	\$ 16.00	\$ 8,960.00
6' Wide Concrete Walk Improvements (includes aggregate base course)	300	SF	\$ 14.00	\$ 4,200.00
New Picnic Shelter (20'x28')	1	EA	\$ 58,000.00	\$ 58,000.00
Picnic Tables (beneath shelter)	4	EA	\$ 3,500.00	\$ 14,000.00
Deciduous Trees, 2" caliper	19	EA	\$ 1,030.00	\$ 19,570.00
Revegetation (native areas, assume native seed and topsoil preparation)	32,325	SF	\$ 2.00	\$ 64,650.00
Irrigation at Landscape Areas	32,325	SF	\$ 3.00	\$ 96,975.00
New Skate Park (includes concrete, grading, and other associated costs to build the skate park)	16,850	SF	\$ 85.00	\$ 1,432,250.00
Bike Park: Site Grading (as needed)	1,600	CY	\$ 38.00	\$ 60,800.00
Bike Park: Skills Features (assumes four wood features)	1	LS	\$ 40,000.00	\$ 40,000.00
Bike Park: Single Track Trail	1,375	LF	\$ 15.00	\$ 20,625.00
Bike Park: Boulders	20	EA	\$ 600.00	\$ 12,000.00
Bike Park: Entrances (one larger and one smaller; includes shade sail structures)	1	LS	\$ 35,000.00	\$ 35,000.00
			*SUB-TOTAL	\$ 1,965,830.00
<i>*Note: Subtotal costs for construction phases do not include prices for design, contractor fees, bonding, mobilization, and contingency.</i>				
Options: Lighting				
Pickleball: Lighting & Electrical (would need to meet Ridgway Dark Skies Community requirements)	1	LS	\$ 120,000.00	\$ 120,000.00
Baseball: Lighting & Electrical (would need to meet Ridgway Dark Skies Community requirements)	1	LS	\$ 650,000.00	\$ 650,000.00
Baseball: Lighting & Electrical (would need to meet Ridgway Dark Skies Community requirements)	1	LS	\$ 200,000.00	\$ 200,000.00
Soccer: Lighting & Electrical (for all fields; would need to meet Ridgway Dark Skies Community requirements)	1	LS	\$ 500,000.00	\$ 500,000.00



ATTACHMENT B



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

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2025, 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 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 December 31, 2025, unless terminated prior.

3. **PROFESSIONAL RESPONSIBILITY**

Contractor shall complete the services with the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality ("Standard of Care"), and 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, which do not meet the Standard of Care as set by the Town. 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. **TOWN'S RESPONSIBILITIES**

The Town shall provide necessary direction and make decisions, including prompt review of Contractor's submittals, and carry out its other responsibilities in a timely manner so as not to delay Contractor's performance of its services.

The Town shall be responsible for all requirements and instructions that it furnishes to Contractor pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by the Town to Contractor pursuant to this Agreement. Contractor may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

ATTACHMENT B



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

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, unless damage or injury was caused by the Town's negligence. 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 negligent 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.

To the fullest extent permitted by Laws and Regulations, the Town and Contractor waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

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**

The Contractor shall perform the Scope of Services and shall invoice the Town for work performed based on _____ performance benchmarks: 1), 2), 3), 4), and 5). Total compensation shall not exceed _____, to be paid in _____ installments according to the performance benchmarks and fee schedule described in Exhibit A.

The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town. Unless otherwise

ATTACHMENT B



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

directed or accepted by the Town, all invoices shall contain sufficient information describing the completion of each performance benchmark and applicable “project coordination and administration” expenses for the Services during the stated period of the invoice. Following receipt of a Contractor’s invoice, the Town shall promptly review the Contractor’s invoice and remit payment within 30 days.

8. **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.

9. **INDEPENDENT CONTRACTOR**

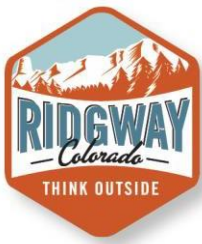
The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits.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

10. **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.

11. **INSURANCE**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to



ATTACHMENT B

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

procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

Contractor shall procure and maintain the insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained from the date of commencement of services hereunder.

- A. Worker's Compensation insurance to cover obligations imposed by the Worker's Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work under this contract.
- B. Commercial general liability insurance with combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
- C. Comprehensive Automobile Liability insurance with combined single limits for bodily injury and property damage of five hundred thousand dollars (\$500,000) each occurrence and five hundred thousand dollars (\$500,000) aggregate with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services.

The policies required above, except of the Worker's Compensation insurance, shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The Contractor shall be responsible for any deductible losses under any policy required above.

Certificates of insurance shall be completed by the Contractor's insurance agent as evidence that policies providing the required coverages and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement. The Town reserves the right to request and receive a certified copy of any policy.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the Town may immediately terminate this contract, or at its discretion Town may procure or renew any such policy or any extended reporting period

ATTACHMENT B



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

thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by Contractor to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Contractor from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended.

12. **CONTRACTOR OPERATIONS**

Contractor shall provide services as set forth in Exhibit A.

Contractor shall establish and maintain an office in where service may be obtained and complaints rendered, utilizing regular business hours (8AM to 5 PM), Monday through Friday. During off hours, telephone inquiries shall be received either by voice mail or through an answering service.

All personnel of the Contractor involved with the services of the Contractor to the Town shall be courteous and respectful at all times. Personnel driving Contractor's vehicles shall each at all times possess and carry the appropriate Colorado Commercial Drivers License ("CDL") for the particular type of vehicle or equipment operated. The Town may request the removal or transfer of any employee of the Contractor who violates the provisions hereof, or who is wanton, negligent or discourteous in the performance of such duties.

Contractor shall not use a firm name containing "Town of Ridgway" or other words which could imply municipal ownership.

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. **REMEDIES**

A. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Town may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or

ATTACHMENT B



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

improper performance, activities or inactions by the Contractor. The remedial actions include:

- a. Suspend the Contractor's performance pending necessary corrective action as specified by the Town without the Contractor's entitlement to an adjustment in any charge, fee, rate, price, cost, or schedule; and/or
- b. Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or
- c. Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the Town; and/or
- d. Terminate this Agreement in accordance with this Agreement.

B. The foregoing remedies are cumulative and the Town, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

15. RECORDS AND OWNERSHIP

- A. Retention and Open Records Act Compliance. All records of the Contractor related to the provision of Services hereunder, including public records as defined in the Colorado Open Records Act ("CORA"), and records produced or maintained in accordance with

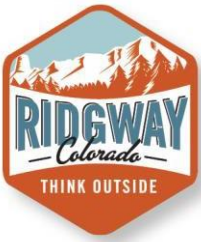


ATTACHMENT B

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

- this Agreement, are to be retained and stored in accordance with the Town's records retention and disposal policies. Those records which constitute "public records" under CORA are to be at the Town offices or accessible and opened for public inspection in accordance with CORA and Town policies. Public records requests for such records shall be processed in accordance with Town policies. Contractor agrees to allow access by the Town and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the Town. For purposes of CORA, the Town Clerk is the custodian of all records produced or created as a result of this Agreement. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.
- B. Town's Right of Inspection. The Town shall have the right to request that the Contractor provide to the Town a list of all records of the Contractor related to the provision of Services hereunder retained by the Contractor in accordance with this subsection and the location and method of storage of such records. Contractor agrees to allow inspection at reasonable times by the Town of all documents and records produced or maintained in accordance with this Agreement.
- C. Ownership. Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the Town of Ridgway upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the Town. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the Town not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the Town and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The Town shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by Town staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services. The Contractor may publicly state that it performs the Services for the Town. The Town acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed or reviewed by the Contractor, or for use or reuse by the Town or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Contractor. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Contractor, as appropriate for the specific purpose intended, will be at the Town's sole risk and without liability or legal exposure to Contractor or to its officers, directors, members, partners, agents, employees, and Subconsultants.
- D. Return of Records to Town. At the Town's request, upon expiration or termination of

ATTACHMENT B



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

this Agreement, all records of the Contractor related to the provision of Services hereunder, including public records as defined in the CORA, and records produced or maintained in accordance with this Agreement, are to be returned to the Town in a reasonable format and with an index as determined and requested by the Town.

16. **MISCELLANEOUS**

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Ouray County, Colorado.

ATTACHMENT B



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

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the town shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

E. Modification. This Agreement may only be modified upon written agreement signed by the Parties.

F. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

G. Affirmative Action. The Contractor warrants that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor warrants that it will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

H. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended ("CGIA"), or otherwise available to the City and its officers or employees. Presently, the monetary limitations of the CGIA are set at three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence for an injury to two or more persons in any single occurrence where no one person may recover more than the per person limit described above.

I. Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section XII shall not authorize assignment.

J. No Third-Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or subcontractor of

ATTACHMENT B



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

Contractor. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

K. Release of Information. The Contractor shall not, without the prior written approval of the City, release any privileged or confidential information obtained in connection with the Services or this Agreement.

L. Attorneys' Fees. If the Contractor breaches this Agreement, then it shall pay the City's reasonable costs and attorney's fees incurred in the enforcement of the terms, conditions, and obligations of this Agreement.

M. Survival. The provisions of Sections VI (Independent Contractor), VII (Insurance), VIII (Indemnification) and XII (A) (Governing Law and Venue), (J) (Rights and Remedies), (K) Annual Appropriation), (N) (Release of Information) and (O) Attorneys' Fees, shall survive the expiration or termination of this Agreement.

N. Agreement Controls. In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

O. Force Majeure. Neither the Contractor nor the City shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by "force majeure." As used in this Agreement, "force majeure" means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

P. Protection of Personal Identifying Information. In the event the Services include or require the City to disclose to Contractor any personal identifying information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, et seq., relating to third-party services providers.

Q. Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the Contractor and bind their respective entities.

R. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised

ATTACHMENT B



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

Statutes.

17. **DATE**

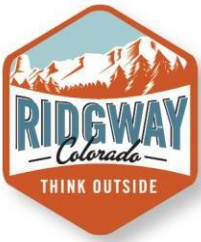
This Agreement is dated _____, 2025.

18. **EMPLOYMENT OF "ILLEGAL ALIENS"**

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.

ATTACHMENT B



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

- 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

By _____

John I. Clark,
Mayor

ATTEST:

Pam Kraft,
Town Clerk

CONTRACTOR:

By _____

Name, Title