



TOWN OF RIDGWAY REQUEST FOR PROPOSALS FOR WATER SUPPLY ASSESSMENT

INTRODUCTION

The Town of Ridgway is issuing a “Request for Proposals” (RFP) seeking a qualified and experienced firm (herein referred to as “Proposer”) to prepare a Water Supply Assessment (herein referred to as “Assessment”). More specifically, the Town is looking for a comprehensive assessment of the Town’s current water rights portfolio and water supplies to determine whether the Town’s total projected water supplies available during normal, single dry, and multiple dry water years during a 30-year projection will meet the projected water demand of future growth and changes in usages within the Town’s service area.

SCOPE OF WORK

The Assessment shall include an evaluation of existing water supply and water rights relevant to the identified water supply, and a description of the quantities of water received in prior years and projection for what that supply would provide going forward using scenario templates and climate change models. This shall be based on the Town’s water system under the existing water supply and water rights. The Assessment shall address whether the Town’s total projected water supplies available during normal, single dry, a five-year period of dry water years with three of those extremely dry and/or compact curtailment during a 30-year projection will meet the projected water demand of future growth. Contractor shall determine future needs as part of the scope of work.

The Assessment shall compare current and projected supply with demands for each of the above scenarios. If the Assessment concludes that the Town’s water supplies are or will be insufficient, the Assessment shall provide detailed, specific options to address the deficiencies, and an evaluation of those options and recommended plans for acquiring additional water supplies, including a look at alternatives to “buy and dry.” Those plans should include but are not limited to information concerning all of the following:

1. A narrative description of the option, the estimated total costs with a cost breakdown for key items, process for acquisition, and the proposed method of financing the costs, associated with acquiring the additional water supplies; and
2. Address any impacts that might result from the Town implementing the option; and



3. All federal and State permits, approvals, or entitlements that are anticipated to be required in order to acquire and develop the additional water supplies; and
4. Based on the considerations set forth in (1), (2), and (3) above, the estimated timeframes within which the Town should expect to be able to acquire and be able to use the additional water supplies.

SUBMITTAL REQUIREMENTS

Submittal Instructions

Submit two (2) paper copies printed double sided and one (1) electronic copy of the proposal in a sealed envelope, clearly marked with "Request for Proposals for Water Supply Assessment", no later than 10:00 a.m. on June 14, 2021 to:

Town of Ridgway
Town Clerk
Attn: Water Supply Assessment
PO Box 10
201 N Railroad Street
Ridgway, CO 81432

Proposal Format

Proposals shall be no longer than ten (10) pages and contain the following information:

1. Cover letter, including:
 - a. Firm name, address, and location.
 - b. Introduction of the firm and mission statement.
 - c. Brief description of the firm's interest and understanding of the project, and expertise to complete the work including but not limited expertise in projecting future demands, evaluating water supply resources including projections of future changes in supply, climate modeling, and Colorado water law.
 - d. Signature of the person having proper authority to make formal decisions and commitments on behalf of the primary Proposer.
 - e. Affirmation statement that Proposed has read and understands the requirements of the draft contract (Exhibit 1 to this RFP), and can meet the requirements stated in the contract, or an indication of which specific requirements cannot be met.



2. Project team, including:
 - a. Identify the lead or manager and include their title, email, and phone number.
 - b. A list of key team members that may be available to assist with the Assessment, including their qualifications, relevant experience. This can be in the form of one-page resumes.
3. Experience working with other communities with similar geographic profiles and demographics and at least three (3) references.
4. Approach and methodology, including a description of the individual's or firm's approach to preparing the Assessment including an explanation of methodology to accomplish such work in a timely manner.
5. Budget to compete the Assessment, including tasks, costs per task, hourly rates for personnel assigned to project and a not-to-exceed total amount.
6. Proposed timeline to complete the Assessment.
7. Signed Confidentiality Statement (Exhibit 2 to this RFP)

SELECTION PROCESS

Proposals will be evaluated using the following criteria:

- Qualifications and experience of the individual or team members of the firm and the lead or manager
- Relevant experience and quality of references
- Approach and methodology and fit with the Town of Ridgway
- Price/value of services

The Town reserves the right to accept or reject any or all proposals, to waive any and all informalities and to negotiate contract terms with the successful 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.



ADDITIONAL INFORMATION

The selected Proposer will be required to enter into an agreement with the Town regarding the scope of services, timeline, and total cost. See Exhibit 1 for a draft of the agreement.

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

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



EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this _____ day of _____, 2021, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and _____, hereinafter referred to as "Contractor".

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

1. SCOPE OF SERVICES

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

2. TIME OF COMPLETION

The services to be performed pursuant to this Agreement by Contractor shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be continued until December 31, 2021, unless terminated prior.

3. PROFESSIONAL RESPONSIBILITY

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

4. RELEASE AND INDEMNIFICATION

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.



EXHIBIT 1

5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor at the **rate of \$ /hour up to a maximum cost of \$** for time expended by Contractor's principals, billable in *¼ hour increments*.

Payment shall be made upon itemized monthly billing statements allowing for 30 days processing time by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. **INSURANCE AND WORKER'S COMPENSATION**

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

7. **TOWN REPRESENTATIVE**

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

8. **INDEPENDENT CONTRACTOR**

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

9. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

10. **SUBCONTRACTS**

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

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



EXHIBIT 1

11. **DEFAULT**

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

12. **REMEDIES**

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

13. **TERMINATION**

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

14. **CONTRACTOR'S OFFICE**

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

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

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

16. **MISCELLANEOUS**

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



EXHIBIT 1

17. **DATE**

This Agreement is dated _____, 2021.

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

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

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5)
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and



EXHIBIT 1

consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.

H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

19. APPROPRIATION REQUIRED

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

TOWN OF RIDGWAY

CONTRACTOR:

By _____
Town Manager

By _____

ATTEST:

Town Clerk



EXHIBIT 1

CRS 8-17.5-102 Certification

Name of Project:

Date: _____

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

CONTRACTOR:

By: _____



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

EXHIBIT 1

EXHIBIT A: SCOPE OF SERVICES



EXHIBIT 2 CONFIDENTIALITY STATEMENT

The undersigned proposer acknowledges that this RFP contains confidential and proprietary information, which is provided for the sole purpose of permitting the recipient to respond to the RFP. If awarded the work, the Town will share additional confidential and proprietary information.

It is agreed by the undersigned that they will maintain all such information in confidence and not copy nor disclose this information to any person outside the group directly responsible for responding to its contents. In addition, all information prepared to respond to this RFP and if awarded the work, all information shared by the Town, provided from other confidential sources and the information developed in as part of the work shall be kept confidential. The contents of this document may not be used for any purpose other than preparation of a response to this RFP.

Print name

Signature

Date