

**Ridgway Town Council
Special Meeting Agenda
Monday, January 26, 2026**

**Pursuant to the Town's Electronic Participation Policy,
the meeting will be conducted both in person and via a virtual meeting portal.
Members of the public may attend in person at the Decker Community Room,
located at 675 Clinton Street, Ridgway, Colorado 81432, or virtually using the
meeting information below.**

Join Zoom Meeting

<https://us02web.zoom.us/j/85215124201?pwd=YNbdb4aAbjaDyYSRbEeAXNZBamCrO.1>

Meeting ID: 852 1512 4201

Passcode: 990652

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

6:00 p.m.

ROLL CALL Councilors Kevin Grambley, Polly Kroger, Michelle Montague, Terry Schuyler, Josey Scoville, Mayor Pro Tem Beth Lakin and Mayor John Clark

ADDITIONS & DELETIONS TO THE AGENDA

Town staff will request the addition of the following items:

- A conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. 24-6-402(4)(b) regarding Ridgway Suites LLC dba MTN Lodge and its proposed use and compliance with the Ridgway Municipal Code.
- A possible action item as a result of Executive Session.

AGENDA ITEMS

1. Update on Beaver Creek Diversion Restoration Project
2. Consideration of Addendum to Professional Services Agreement between the Town of Ridgway and RESPEC Company, LLC

EXECUTIVE SESSION (subject to Council approval)

3. The Town Council will enter into a closed session for a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. 24-6-402(4)(b) regarding Ridgway Suites LLC dba MTN Lodge and its proposed use and compliance with the Ridgway Municipal Code.

AGENDA ITEM (subject to Council approval)

4. Possible action item as a result of Executive Session.

ADJOURNMENT



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: January 23, 2026
Agenda Topics: **1) Update on Beaver Creek Diversion Restoration Project**
2) Consideration of Addendum to Professional Services Agreement
between the Town of Ridgway and RESPEC Company, LLC

BACKGROUND:

For a full background on the Beaver Creek Diversion Restoration Project, please visit <https://townofridgway.colorado.gov/beaver-creek-diversion-restoration-project>.

RECENT PROJECT UPDATES:

Meridian Contracting, Inc. (“Meridian”) (i.e., construction manager) demobilized from the project site in early December. Since that time, Town staff has worked with RESPEC Company, LLC (“RESPEC”) (i.e., design engineer) and Meridian to finalize and execute a Change Order to reduce the guaranteed maximum price (“GMP”) of the project that the construction manager committed to. The scope of the Change Order is to remove the installation of the infiltration gallery from Meridian’s scope of work and to change the final completion date to May 30, 2026. As a reminder, an infiltration gallery is a buried intake that functions by capturing subsurface flows through screened pipes installed horizontally beneath the creek bed. These pipes are buried and backfilled with native riverbed material, which allows water to filter through the coarse substrate before entering the intake system.

Initially, the infiltration gallery was designed to be located upstream of the Coanda screen. After careful consideration and based on observations at the project site, it was decided that the infiltration gallery would function better downstream of the Coanda screen.

When RESPEC solicited pricing from Meridian for installing the infiltration gallery at a location downstream of the Coanda screen, the price they submitted came in well above the price they submitted for the location upstream of the Coanda screen, with little justification for the price increase.

RESPEC and the Town’s engineering team have advised that the Town should proceed with executing a Change Order to reflect the removal of the infiltration gallery work from Meridian’s scope of work, which would reduce the GMP. Doing this means that the Town will need to hire a contractor to install the infiltration gallery subsequent to Meridian completing their scope of work, likely using the traditional design-bid-build procurement method. This work would take place in the late summer and fall of 2026. Moving the infiltration gallery also means that RESPEC will need to complete a more detailed design for the installation of the infiltration gallery.



RESPEC recently informed Town staff that to-date, and for a number of reasons, they have incurred costs over the contract value of \$568,750.00 in their Professional Services Agreement with the Town. More specifically, they have incurred costs of \$13,821.63 over the contract value and they anticipate up to \$19,550.00 of additional design and construction observation costs to return to the project site in the spring of 2026 to complete the project sans the infiltration gallery installation.

RESPEC has submitted a proposal for the completion of a redesign of the infiltration gallery and to conduct construction observation once a contractor is selected to install the infiltration gallery. They have proposed a total fee estimate of \$55,190.00. It's worth noting that there will be engineering and construction oversight costs over and above this amount related to the already budgeted work that the Town's engineering team will be doing as part of this project.

ACTION BEFORE COUNCIL:

At the Special meeting scheduled for Monday evening, Council is asked to consider an Addendum to Professional Services Agreement between the Town and RESPEC to increase the contract value (i.e., the not-to-exceed amount) to \$657,312.00 and to modify the scope of work to include the completion of a redesign of the infiltration gallery and to conduct construction observation for the installation of the infiltration gallery. The Addendum is appended to this staff report as Attachment 1. The basis for the increase, as generally described above, can be found in the exhibits to the Addendum. The Professional Services Agreement between the Town and RESPEC dated February 24, 2025 is appended to this staff report as Attachment 2.

FINANCIAL IMPLICATIONS:

As Council is aware, the Town has secured the needed financing mechanisms to advance this project. They are listed below. The sub-bullets are intended to provide information as to where the Town currently stands in utilizing the various financing mechanisms:

- A grant award from the Natural Resources Conservation Service's (NRCS) Emergency Watershed Protection Program that commits the NRCS to pay for 75% of eligible construction expenditures up to \$2,911,026,026.75. In addition, the Town was initially granted \$430,000 worth of 100% technical assistance (TA) for engineering/preconstruction expenses.
 - On January 14, 2026, the Town was granted \$367,892.99 in additional 100% TA for a total of \$792,892.99.
 - To-date, the Town has spent a total of \$1,902,714.98 on the project.
 - Of the eligible construction expenses to date, the Town has been reimbursed 75% of that amount by the NRCS for a total of \$308,651.65.
 - Of engineering/preconstruction expenses to date, the Town has been reimbursed \$388,127.99. There are 11 invoices that the NRCS still needs to process for reimbursement totaling \$441,418.86. Of the \$829,546.85 in engineering/preconstruction expenses to-date, the NRCS will pay \$792,892.99 of that.



- A grant from the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management's (DHSEM) Disaster Emergency Fund for \$2,000,000 with a \$2,000,000 local match requirement (50%).
 - To-date, DHSEM has reimbursed the Town \$227,566.36.
- An emergency bridge loan through the Colorado Water Conservation Board (CWCB) for an amount not to exceed \$8,080,000 (\$8,000,000 for project costs and \$80,000 for the 1% service fee).
 - To-date, the CWCB has reimbursed the Town \$227,566.36. The terms of this emergency loan are 0.00% for 3 years to be followed by 3.25% for 27 years. At the end of the project, the amount reimbursed by the CWCB will be considered the Town's out-of-pocket costs for this project.

At this point, staff is roughly forecasting that total project expenditures will be around \$4,000,000, once everything is completed. This includes the hiring of a contractor to install the infiltration gallery in late summer 2026, all restoration efforts, and all fees associated with design, construction oversight and surveying. If that amount were to be the true number, the contributions from the funding agencies and the Town's out-of-pocket costs on the project are projected to look something like this:

- NRCS – \$1,392,893
- DHSEM – \$1,303,553
- CWCB – \$1,303,554 (Town's out-of-pocket costs)

It's worth emphasizing the figures provided in the preceding paragraph are rough estimates and should not be relied upon.

OTHER INFORMATION:

In August 2025, a License Agreement between the Town and Wolf Land Company was executed. That agreement gave permission to the Town to use a small ranch road ("Ranch Road") off of County Road 5 that traverses Wolf Land Company property to the Beaver Creek Diversion site. It's worth noting that the Town has used the Ranch Road to access the Beaver Creek Diversion for over 35 years. More specifically, the agreement gave the Town permission to 1) construct temporary road improvements on the Ranch Road to support heavy construction equipment utilizing the Ranch Road to access the Beaver Creek Diversion, 2) maintain those improvements, and 3) use the Ranch Road for the duration of the project. The agreement also memorializes the Town's insurance and liability obligations with respect to completion of the project on Wolf Land Company property.

Wolf Land Company has made clear that they would like the Town to find an alternative access route to the Beaver Creek Diversion by way of the Ridgway Ditch easement. However, the majority of the Ridgway Ditch is currently impassable by vehicle, particularly the stretch of Ridgway Ditch from where it first meets County Road 5 to the point approximately 1,100 feet from the diversion point.



While Town staff has evaluated access alternatives, evaluated grant opportunities to allow more piping of the Ridgway Ditch to happen sooner rather than later, and even attempted to communicate with neighboring property owners about the possibility of establishing access easements across their properties, it is clear that the Town will need more time beyond the construction term to utilize the Ranch Road to access the Beaver Creek Diversion. Conversations with Wolf Land Company representatives are on-going.

While the Town was officially granted permission by Wolf Land Company on August 1, 2025 to proceed with the project, Town staff continues to work with Wolf Land Company representatives to negotiate and finalize a Permanent Easement Agreement on Wolf Land Company property solely for the lawful location, construction, reconstruction, installation, maintenance, operation, repair, removal, replacement and use of the Beaver Creek Diversion structure. Staff hopes to have that agreement finalized and put before Council for consideration in the next couple of months.

In July 2025, the Town's water attorney submitted, on the Town's behalf, an Application for Simple Change in Surface Point of Diversion to District Court, Water Division No. 4 to make known the new surface point of diversion. It was determined that the Town met its burden of proof in the application process and the Town received a Decree (i.e., approval) on December 5, 2025.

RECOMMENDED MOTIONS:

1. "I move to approve the Addendum to Professional Services Agreement between the Town and RESPEC, as presented."
2. "I direct staff to work with RESPEC to complete a redesign of the infiltration gallery and to prepare bid documents for solicitation of a contractor to complete the scope of work."

ATTACHMENTS:

Attachment 1 – Addendum to Professional Services Agreement

Attachment 2 – Professional Services Agreement

ATTACHMENT 1

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

This Addendum To Professional Services Agreement (the “Agreement”) is made and entered into on January ____, 2026 by and between the Town of Ridgway (“Town”) and RESPEC Company, LLC (“Contractor”). Town and Consultant shall hereinafter collectively be referred to as the “parties” and generically as a “party.”

1. This Agreement amends and modifies that certain Professional Services Agreement dated February 24, 2025, made and entered into by the parties hereto as follows:

- a. Based on the Budget Amendment Request provided to the Town by Consultant and appended to this Addendum in Exhibit B, “**1. SCOPE OF SERVICES**” is amended to read as follows:

Contractor agrees to perform services in accordance with the Scope of Services attached hereto as Exhibits “A” and “B” incorporated herein by this reference.

- b. Based on the Budget Amendment Requests provided to the Town by Consultant and appended to this Addendum in Exhibits B and C, “**7. PAYMENT**” is amended to read as follows:

The Contractor shall perform the Scope of Services and shall invoice the Town for work performed based on five (5) performance benchmarks: 1) Phase 1: Site Assessment and Data Collection, 2) Phase 2: Alternatives Development and Analysis, 3) Preliminary (60%) Design for Selected Alternative, 4) Phase 4: Final Design and Engineering, and 5) Construction Services for Final Design. Total compensation shall not exceed Six-Hundred Two Thousand One-Hundred Twenty-One Dollars and Sixty-Three Cents (\$657,312.00), to be paid in accordance with the performance benchmarks and fee schedule described in Exhibit A and Exhibit B.

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 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.

2. All other terms, conditions and provisions of the Contracted Services Agreement remain in full force and effect as if restated herein verbatim.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

ATTACHMENT 1

TOWN OF RIDGWAY

CONTRACTOR: RESPEC Company, LLC

By: _____
John I. Clark, Mayor

By: _____
Lee Rosen, Vice President

EXHIBIT B

January 12, 2026

Preston Neill
Town Manager
Town of Ridgway
201 N. Railroad St.
Ridgway, Co 81432

Dear Preston:

RE: RESPEC Proposal for Beaver Creek Diversion Restoration Project 2026 Project Work

RESPEC Company, LLC's (RESPEC) is pleased to provide this proposal for continued work in 2026 on the Beaver Creek Diversion Restoration Project. The work tasks for 2026 are divided into two work assignments: Completion of Meridian's contract work and design and construction management for installation of an infiltration gallery. Our proposed scope-of-services for these two work assignments are as follows:

A. Meridian 2026 Project Completion Work

Meridian is contracted with the Town to return to the project site in the spring of 2026 to complete the Beaver Creek Diversion Restoration project. The remaining work includes the following general categories of work:

- Completion of stream restoration work including installation of grade control boulders, log J-hooks structures, and stream grading
- Installation of instrumentation and controls including solar panels and telecommunication devices
- Installation of control gates (manual and actuated) in the collection box
- Grading of the access road and site
- Backfill of spring pipe
- Revegetation and erosion control
- Site clean-up
- Mobilization and demobilization

We estimate that the time needed for Meridian to complete this work to be about five weeks, weather permitting. Of these five weeks, we estimate that RESPEC's construction observation services would only be necessary for a two-week period to include the stream restoration work, gate installation, and site grading. We assume that the Town would provide construction oversight for the remaining construction work.

RESPEC's proposed scope of work is as follows:

- Lead four project progress meetings
- Perform construction observation (60 hours)
- Review quantities and costs for one final pay application
- Issue field orders as necessary
- Coordinate project with the Town and contractor
- Prepare the record construction drawings

RESPEC's estimated fee for providing these services is enclosed as Attachment A.

EXHIBIT B

B. Infiltration Gallery Design and Construction Management

RESPEC proposes to prepare the design of an infiltration gallery to be located downstream of the installed Coanda diversion structure. This design will incorporate the Town's pre-purchased Johnson well screens into a gallery that can be backwashed with both pressurized air and pressurized water. We anticipate that the design will utilize one single string of screens across the Beaver Creek channel, buried in select filter material to collect groundwater that is flowing in the alluvium past the diversion facility. Water collected in the screens will be piped and connected to the existing spring line with manually operated valves for backwash operations and manually operated valves to control the rate of flow for diversion to the Town Ditch or for redirection back to Beaver Creek. The design will also include a row of buried boulders downstream of the infiltration gallery to reduce the risk of failure from a head cut originating downstream of the gallery.

The Town will advertise the project for bids utilizing the Town's contract documents and specifications (with any amendments required by RESPEC). Construction is anticipated to occur in late summer when flows in Beaver Creek are low to minimize water control and dewatering requirements. We estimate that the time needed for construction of this project to be about five weeks, weather permitting. Of these five weeks, we estimate that RESPEC's construction observation services would only be necessary for a three-week period to include the infiltration gallery excavation, installation of the screens and piping in the Beaver Creek channel, filter material, and buried boulders. We anticipate that the Town would provide construction oversight for the remaining construction work.

RESPEC's proposed scope of work is as follows:

- Prepare construction drawings for the infiltration gallery and associated piping, valves, buried boulder cutoff, and erosion control and revegetation
- Prepare quantities, engineer's estimate, and specification amendments
- Prepare final design report
- Respond to bidding RFIs
- Lead five construction progress meetings
- Review material submittals
- Perform construction observation (108 hours)
- Review quantities and costs for one pay application and change order (if needed)
- Issue field and work orders as necessary
- Respond to RFIs
- Coordinate project design and construction with the Town
- Prepare the record construction drawings

RESPEC's estimated fee for providing these services is enclosed as Attachment B. RESPEC will coordinate with the Town on a schedule for bidding and construction. We will schedule the construction drawings and bid package to be ready for bid advertisement by March 1, 2026.

Please review and let me know if you have any questions.

Sincerely,



Alan J. Leak, PE
Principal

cc: Project Central File W0708.25001

EXHIBIT B

ATTACHMENT A
FEE ESTIMATE
BEAVER CREEK DIVERSION PROJECT - 2026 MERIDIAN CONSTRUCTION
PREPARED FOR THE TOWN OF RIDGWAY
RESPEC COMPANY LLC
1/12/2026

Task	\$265/hr	\$240/hr	\$185/hr	\$160/hr	\$120/hr	Total Hours	Direct Costs	Total Fee
	Principal	Senior PM & QA/QC	Project Manager	Project Engineer	CAD Designer			
1. 2026 Spring Construction Services								
Meetings and Related Coordination (4 meetings)	4		8			12		\$2,540
On-site observation and reporting (10 days)		12	48			60	\$2,200	\$13,960
Review Quantities and Prepare Pay Applications			8			8		\$1,480
Subtotal Hours	4	12	64	0	0	80	-	-
SUBTOTAL	\$1,060	\$2,880	\$11,840	\$0	\$0	-	\$2,200	\$17,980
2. Post Construction Services								
As-built Construction Drawings			2		10	12		\$1,570
Subtotal Hours	0	0	2	0	10	12	-	-
SUBTOTAL	\$0	\$0	\$370	\$0	\$1,200	-	\$0	\$1,570
Total Hours	4	12	66	0	10	92		
TOTAL FEE ESTIMATE	\$1,060	\$2,880	\$12,210	\$0	\$1,200		\$2,200	\$19,550

Basis of Estimate - Assumptions:

Direct Costs include mileage, housing, field equipment, printing, meeting supplies, and meeting expenses.

Geotechnical Investigation is not included in the scope and services.

Hourly rates for individual staff may vary.

EXHIBIT B

ATTACHMENT B

FEE ESTIMATE

BEAVER CREEK DIVERSION PROJECT - INFILTRATION GALLERY DESIGN AND CONSTRUCTION MANAGEMENT

PREPARED FOR THE TOWN OF RIDGWAY

RESPEC COMPANY LLC

1/12/2026

Task	\$265/hr	\$240/hr	\$185/hr	\$160/hr	\$120/hr	Total Hours	Direct Costs	Total Fee
	Principal	Senior PM & QA/QC	Project Manager	Project Engineer	CAD Designer			
1. Design Services								
Infiltration Gallery, 90% Design & Sheets	2	2	20	40	20	84		\$13,510
Infiltration Gallery, Revisions from Comments	1	2	6	8	8	25		\$4,095
Final Design Report, Revision to Current Report	1	2	4	8		15		\$2,765
Quantities, Engineer's Estimate, and Specifications		1	3			4		\$795
Coordination with Town	2		4	2		8		\$1,590
Subtotal Hours	6	7	37	58	28	136	-	-
SUBTOTAL	\$1,590	\$1,680	\$6,845	\$9,280	\$3,360	-	\$0	\$22,755
2. Construction Services								
Bidding Service (RFIs)			4			4		\$740
Meetings and Related Coordination (5 meetings)	5		10			15		\$3,175
On-site observation and reporting (15 days)		16	90			106	\$4,500	\$24,990
Review Pay Applications, one payapp & one CO			3	6		9		\$1,515
Review/Issue RFIs, FOs, COs, WOs	1		2	4		7		\$1,275
Subtotal Hours	6	16	109	10	0	141	-	-
SUBTOTAL	\$1,590	\$3,840	\$20,165	\$1,600	\$0	-	\$4,500	\$31,695
3. Post Construction Services								
As-built Construction Drawings			4			4		\$740
Subtotal Hours	0	0	4	0	0	4	-	-
SUBTOTAL	\$0	\$0	\$740	\$0	\$0	-	\$0	\$740
Total Hours	12	23	150	68	28	281		
TOTAL FEE ESTIMATE	\$3,180	\$5,520	\$27,750	\$10,880	\$3,360		\$4,500	\$55,190

Basis of Estimate - Assumptions:

Direct Costs include mileage, housing, field equipment, printing, meeting supplies, and meeting expenses.

Geotechnical Investigation is not included in the scope and services.

Hourly rates for individual staff may vary.

EXHIBIT C

January 12, 2026

Preston Neill
Town Manager
Town of Ridgway
201 N. Railroad St.
Ridgway, Co 81432

Dear Preston:

RE: RESPEC Budget Amendment Request for Beaver Creek Diversion Restoration Project

This letter is written to request a budget amendment to RESPEC Company, LLC's (RESPEC) contract for the design and construction management of the Beaver Creek Diversion Restoration Project. RESPEC's contract, dated February 21, 2025, included services for design and construction management as described in the project scope of services for a not-to-exceed fee of \$568,750 with a completion date of December 31, 2025. Authorization by the Town to provide the optional construction services in the amount of \$49,495 (which is included in the above contract amount) was to be decided once RESPEC completed the final design of the project. RESPEC was to complete the design such that construction of the project could begin on August 1, 2025, with an estimated construction completion date of October 1, 2025. Excluded from RESPEC's scope was the design of the piping of the Ridgeway Ditch which the Town was to contract with another consultant such that the design and construction of that portion of the project could be completed prior to August 1, 2025, to allow for access to the diversion site for the diversion restoration contractor.

As the ditch piping and diversion restoration designs proceeded, difficulties in obtaining an agreement with the Wolff Land Company, the landowner upon which the facilities were to be constructed, delayed the construction of the ditch piping such that it was subsequently included as part of the diversion restoration construction contract. Meridian was selected as the contractor for the project through a construction manager at risk (CMAR) process with the construction contract signed on August 6, 2025, and was provided with a notice to proceed on August 12, 2025. RESPEC's 98% construction plans were issued on July 25, 2025, with 100% construction plans issued to the contractor on August 13, 2025.

Of RESPEC's \$519,255 allocated for design, RESPEC's resulting design fee was about \$468,445, leaving about \$52,810 available for potential allocation to design revisions during construction and construction services, all which was in addition to the \$42,845 in RESPEC's contract originally allocated for construction services. The Town authorized RESPEC to expend the unused design fee to provide additional construction services up to the total amount of RESPEC's contract.

RESPEC's original construction services scope assumed a construction duration of two months with 96 hours of time for periodic construction observation (16 days at 6 hours per day). The actual duration of construction was four months (August 11th - December 13th) with construction of RESPEC's portion of the design not starting until September 29, 2025. During

EXHIBIT C

the entire construction period, RESPEC conducted 19 progress meetings (8 in RESPEC's original scope), processed 5 partial pay estimates (2 in RESPEC's original scope), responded to numerous RFI's (including changes in slide gate, instrumentation, controls, and the collection box design to accommodate BABA requirements), and continuous coordination with the Town and its engineer and construction observer during construction.

RESPEC understood that since funding for portions of the project is from the Natural Resource Conservation Service (NRCS), the NRCS required daily observation of the project during construction. To minimize costs to the Town, RESPEC agreed to have the Town perform its own observation of construction of RESPEC's design of the 18" pipeline from the diversion facility to the 20" pipe. However, RESPEC requested that observation of the construction/installation of the COANDA Screen, the collection box, and the stream restoration components of the project be performed by RESPEC staff who designed those facilities. That work occurred over a six-week period from November 3rd through December 12th, 2025. In that time frame RESPEC provided 184 hours of daily construction observation over 29 days of active construction, including some weekends.

In total, RESPEC has incurred costs of \$13,821.63 over RESPEC's contract value of \$568,750 in providing these additional services and is requesting a contract amendment in that amount. Please give me a call if you have any questions regarding this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan J. Leak".

Alan J. Leak, PE
Principal

cc: Project Central File W0708.25001

ATTACHMENT 2



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 24th day of February, 2025, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and RESPEC Company, LLC, 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 2



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 five (5) performance benchmarks: 1) Phase 1: Site Assessment and Data Collection, 2) Phase 2: Alternatives Development and Analysis, 3) Preliminary (60%) Design for Selected Alternative, 4) Phase 4: Final Design and Engineering, and 5) Construction Services for Final Design. Total compensation shall not exceed Five-Hundred Sixty-Eight Thousand Seven-Hundred Fifty Dollars (\$568,750.00), to be paid in five (5) installments according to the performance benchmarks and fee schedule described in Exhibit A.

ATTACHMENT 2



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

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 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 2



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 2



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 2



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 2



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 2



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 2



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 2



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 2



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 February 24, 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 2



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

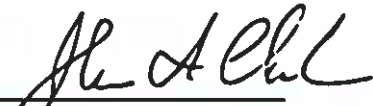
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS §8-17.5-102(5).
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for 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: RESPEC Company, LLC

By



Lee Rosen, Vice President

ATTACHMENT 2

EXHIBIT A

C. PROPOSED METHODOLOGY

Our approach to the Beaver Creek Diversion Restoration project is designed to provide the Town with a comprehensive, well-rounded solution that considers not only the immediate damage caused by the August 2024 storm but also long-term resilience against future extreme weather events to continue to provide raw water to the Town over the coming decades. RESPEC can complete project deliverables by May 2025. However, to properly provide alternatives and select the most appropriate design, RESPEC proposes completing the design portion of the project by the end of July, 2025. We propose a thorough alternatives analysis phase, in line with the Town's request, with the final design being concluded by the end of July 2025. Starting construction in May will be more difficult than necessary because of spring melt and the impending monsoon season. It will also inhibit survey of the site before the construction start date. We propose that the Town consider securing an interim water supply estimated to be \$50,000 for July and August in the Conceptual Plan completed by WWE and provided in the Request for Proposals documents. This will allow for a proper final design phase to incorporate the current survey, stream conditions, and construction in late summer of 2025 when water levels are lower and construction is more manageable.

PROPOSED APPROACH

HYDROLOGY

It is important to understand the conditions and events that led to the destructive runoff event during the storm events around August 12, 2024, in planning and designing a new diversion facility for the Town Ditch. In preparation for our proposal, we have compared the precipitation data and radar images from the storm events around August 12, 2024, to the amount of runoff needed to produce the damage to the Town Ditch and Beaver Creek. Our review indicates there was likely insufficient precipitation intensity and duration in that timeframe to create the large surge of water and debris from a runoff event alone. We believe the event that caused the damage likely resulted from rain on snow or an outflow from a previously blocked section of Beaver Creek. We note that aerial photography shows several areas where landslides adjacent to Beaver Creek have occurred.

As a result, our design will anticipate that such an event could happen again during the life of the new facility. This will require careful consideration of grizzly grate sizing and the facility location that will prevent such an event from spilling into the Town Ditch.

ATTACHMENT 2

GEOMORPHOLOGY AND HYDRAULICS

The extreme runoff event described above has left Beaver Creek in an unstable and undesirable condition for replacing the Town Ditch diversion structure. As currently situated, the location of the low flow of Beaver Creek will continue to be in a state of flux, moving back and forth across the widened streambed as it attempts to reach dynamic equilibrium. Our design will ensure that diversions to the Town Ditch can occur during all flow rates and base flow conditions in Beaver Creek.

LAND OWNERSHIP AND EASEMENTS

Our review of the Ouray County Assessors GIS maps and data shows that the destroyed diversion structure and Town Ditch near the diversion structure are located on property owned by the Wolf Land Company, LP. We are unaware if the Town has a written easement for the Town Ditch in this area. However, given the length of time that the ditch and diversion structure has been in place, it is apparent that there exists a prescriptive easement for the Town Ditch and the associated ditch maintenance access road. The width of a prescriptive easement is typically defined as the width necessary for the ditch itself and an area wide enough to allow the ongoing maintenance of the ditch.

For this project, improvements to the access road for construction machinery and work in the ditch for pipeline construction will be necessary. With assistance from the Town, we propose working with the Wolf Land Company to allow for the necessary access improvements during construction while limiting the extent of such improvements. This coordination would also include plans to restore all staging areas and temporary graded access platforms to natural forest conditions after construction with access conditions like those before the flood event. Similarly, legal access and design approval for any stream improvements outside of the replacement diversion facility plan area would need to be agreed to with the Wolf Land Company. RESPEC has the experience of coordinating with local landowners for temporary easements and ROWs needed to work in the area.

WATER RIGHTS

We have reviewed the water rights decree for the Ridgway Town Ditch and note that the decree includes, among other locations, a point of diversion from an auxiliary ditch starting from the Middle Fork of Beaver Creek near the destroyed diversion location with two decreed rights (25 cubic feet per second [cfs] decreed to the Town Ditch and 2 cfs transferred to the headgate of the Town Ditch). As part of our design process, we will work with the Town's Water Rights Attorney to address any legal issues of concern with the reconstruction of the ditch point of diversion at or near the destroyed point of diversion, as well as the restoration of the destroyed spring pipeline. We will also work collaboratively to determine the desired capacity of the diversion facility and the downstream reconstructed ditch section. Diversion records over the last 25 years show that the ditch has carried a maximum of 6.76 cfs, but we will use the 10 cfs stated in the RFP documents for this design proposal.

PERMITTING

Beaver Creek is presumed to fall under the jurisdiction of USACE in accordance with Section 404 of the Clean Water Act. Consequently, any work in the creek would require a 404 permit. The flood event in August 2024 destroyed the existing diversion structure and caused significant erosion of the creek banks. Therefore, Regional General Permit (RGP) 96 for National Disaster Mitigation & Flood-Related Activities in Colorado may be applicable, provided the permanent loss does not exceed 1.0 acre of non-wetland jurisdictional areas and 0.5 acres of wetlands. If these or any other conditions of RGP 96 are not met, the project may be permitted under Nationwide Permit (NWP) 27 for Aquatic Habitat Restoration, Enhancement, and Establishment Activities.

In either case, we would initiate the process by organizing a consultation meeting with the USACE, the Town, and other relevant parties. A PCN will likely be required under RGP 96 or NWP 27. The PCN would include field results, such as a wetland delineation, waters of the U.S. determination, habitat assessment for federally listed species, and possibly an archaeological survey. It would also contain information on project impacts and benefits, as well as any proposed mitigation measures. We will conduct necessary agency consultations and collaborate with USACE throughout the process. We do not anticipate that our designs will extend into Forest service property.

DESIGN CONSIDERATIONS

We understand that the design of the replacement diversion structure must address the risks associated with constructing a new structure diverting from a stream that has yet to experience nor recover from its first snowmelt and summer runoff events after the extreme flood event in 2024. We also know that the depth and extent of alluvial debris from the flood event is unknown and cannot be fully known without fully

ATTACHMENT 2

excavating a section across the entire streambed. These issues will be thoroughly evaluated in our alternative evaluation and design process. For example, our alternative evaluation of a streambed infiltration structure will incorporate the cost, design risk, and potential mitigative measures associated with not knowing the exact subsurface conditions across the creek before final design (or potentially construction). Another factor in evaluating all diversion structure design options is that exploratory geotechnical analysis of the structure locations before final design and construction is infeasible because of time limitations and constrained access and would not produce usable information to inform the design. Thus, conservative assumptions will be used in the structural design of any proposed diversion solution. The roadway design for construction will be based upon field observations of surface and sub-grade conditions along the access roadway alignment. If these observations are inconclusive, we will recommend that a geotechnical firm be engaged to conduct soil borings and testing along the access road alignment.

DESIGN SURVEY AND TOPOGRAPHY



An accurate design survey is needed to construct the proposed improvements accurately. The non-uniform nature of the existing boulder-filled stream channel, the irregular access road, and the Town Ditch condition make obtaining a field design survey of the project extents difficult. To overcome this limitation, we plan to use our drone technology to map the existing stream channel, diversion area, and access road and ditch. The use of the drone will not only provide a more detailed survey but also provide a 3D view of the project area. This technology allows the project team and the Town to visualize the proposed improvements from multiple angles, thus improving the understanding of the proposed improvement's locations, elevations, and constraints without revisiting the site or sorting through numerous still photographs. An example of our use of this technology is shown below with two different views of the same railroad bridge and can be visited at the following link: <https://sitescan.arcgis.com/share/959294a5-4d80-483d-b454-6210b6b2b368> (Use left, right, and center scroll wheel click to move around the 3D space).

CONSTRUCTABILITY

A key aspect of this project is the constructability of the proposed improvements. The remote location, accompanied by the access and site constraints, will limit the use of standard construction methods and procedures. Canterbury CMS specializes in evaluating constructability issues and will work with RESPEC staff during the design alternatives and final design phases to ensure that the proposed facilities can either be constructed with reasonable means and methods or specialized requirements will be addressed in the plans and specifications. Our desire is to design these improvements such that most contractors would have the skills and equipment necessary to construct the proposed improvements.

PROPOSED SCOPE

PHASE 1: SITE ASSESSMENT AND DATA COLLECTION

Objective: Phase 1 will assess the current state of the Beaver Creek Diversion; evaluate damage, hydrology, and hydrogeology; and collect necessary data to inform the alternatives analysis and design development.

Actions:

- Critical Path and Site Constraints:** We will compile data to assess site constraints, including land ownership, water rights, and permitting considerations. See the *Land Ownership and Easements* and *Permitting* sections above for more details on our approach. We will begin

ATTACHMENT 2

coordinating with the Town's Water Rights Attorney.

- / **Hydrology & Hydrogeology:** We will review hydrologic, geologic, and geomorphic data and conditions as described in the sections above to understand seasonal fluctuations, potential future risks, and extreme weather trends.
- / **Wetland Delineation & Habitat Assessment:** We will conduct a site visit to delineate wetlands and assess habitat which will inform what environmental permits may be required.
- / **Drove Survey & Renderings:** We will conduct a site survey via drone to assess stream condition, diversion placement, and site access for construction.
- / **Interim Emergency Design:** An interim pipeline design will be considered to ensure that the Town has raw water available during the high-demand period if other water sources can't be secured. This pipeline will discharge into the ditch via gravity because a pump powered by a generator is not feasible.

PHASE 2: ALTERNATIVES DEVELOPMENT AND ANALYSIS

Objective: We will evaluate and compare various alternatives based on their technical, economic, and legal feasibility. This analysis will serve as the foundation for selecting the most appropriate solution for the Beaver Creek Diversion.

Actions:

- / **Alternatives Analysis:** Each alternative comes with its strengths and constraints. RESPEC will gather input from the Town to ensure that the community's priorities are considered throughout the project. Each alternative will be evaluated based on technical, economic, and environmental impacts, legal and regulatory feasibility, maintenance requirements, and long-term resilience.
 - » **Constructing a surface diversion in the existing location:** This would involve restoring the creek channel to pre-flood conditions, including bank stabilization, sediment removal, and realigning the creek to ensure proper flow into the diversion.
 - » **Relocating the surface diversion upstream:** Moving the diversion upstream, where topography may allow for a more natural gravity flow to the grizzly screen with minimal modifications to the creek bed.
 - » **Subsurface diversion (infiltration gallery or similar):** We would implement an alternative solution, such as an infiltration gallery or other subsurface diversion techniques, that may bypass the need for visible infrastructure while providing sufficient water flow to the Ridgway Ditch.
- / **Preliminary Hydraulic Performance:** We will analyze how each design alternative performs under various flood scenarios, accounting for future storm intensity, sediment load, and erosion.
- / **Cost Estimates:** Develop cost estimates to assess the economic feasibility of initial installation and long-term maintenance costs.
- / **Constructability:** Collaborate with Canterbury CMS, Inc. and the Town to understand construction feasibility and decide on the best delivery method to complete the diversion. See the *Constructability* section above as a starting point for the construction approach.
- / **Presentations of Concept Level Alternatives & 30% Level Alternatives:** We will present the initial alternatives to the Town for feedback and again after 30% level designs have been developed. This will ensure that the alternatives align with the Town's goals and any specific community or regulatory concerns before proceeding with a more detailed analysis.
- / **Interim Emergency Construction Services:** An engineer available to work in the field will assist the contractor field-fit the interim design to be installed in May of 2025. Field fitting will be necessary to supplement the data that will not be available to collect until the snow melts.

PHASE 3: PRELIMINARY (60%) DESIGN FOR SELECTED ALTERNATIVE

Objective: Refine the selected alternative based on feedback from the Town and develop 60% level designs.

Actions:

- / **Permitting and Regulatory Approvals:** We will support the Town in starting the process of securing the necessary permits and approvals required for the selected design.

ATTACHMENT 2

- / **Hydraulic Performance:** We will refine our modeling to incorporate the 60% design level updates.
- / **Construction Plans:** Construction plans will include civil design, stream restoration and bank protection, diversion design, construction staging, erosion control, structural design, and site access improvements.
- / **Cost Estimate:** Refine cost estimates to assess the economic feasibility of initial installation and long-term maintenance costs.

PHASE 4: FINAL DESIGN AND ENGINEERING

Objective: Develop the 60% level design for construction.

Actions:

- / **Permitting and Regulatory Approvals:** We will support the Town in securing the necessary permits and approvals required for the selected design.
- / **Construction Plans:** Construction plans will include civil design, stream restoration and bank protection, diversion design, construction staging, erosion control, structural design, site access improvements, and details.
- / **Bid Services and Construction Document Preparation:** We will prepare the bid items and construction documents and coordinate with the selected contractor if the Town decides a design-build approach is appropriate.
- / **Final Report:** We will deliver a comprehensive report detailing the evaluation criteria for alternatives presented, site constraints, and the final design hydraulic analysis.

PHASE 5 (ADD-ON): CONSTRUCTION SERVICES FOR FINAL DESIGN

Objective: Work closely with the contractor and the Town to confirm the quality of the final constructed product.

Actions:

- / **On-Site Meetings and Coordination:** We will lead regular construction meetings with the Town and contractor, coordinating with all stakeholders to streamline communication.
- / **Review:** As the construction oversight engineer, we will review submittals, pay applications, and requests for information from the contractor.
- / **Observation and Reporting:** We will observe construction for each design component and document observations in reports.

SUGGESTED CHANGES OR ADDITIONS TO THE SCOPE OF SERVICES AND/OR DELIVERABLES

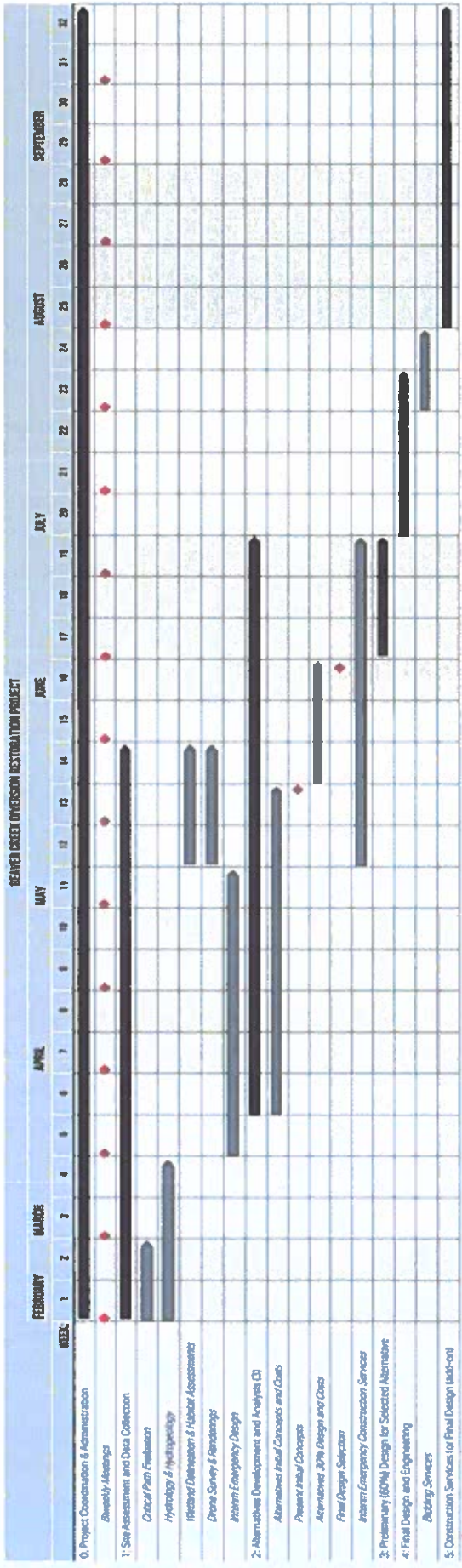
RESPEC can meet the deliverable date of May 2025; however, to properly provide an alternatives analysis and vet the alternatives with the Town, we would propose providing the final design by the end of July 2025 and immediately moving forward with construction to complete the project by the end of the year. This would also provide adequate time to complete our drone survey after winter and better assess the current vegetation in the area, which can provide some bank stabilization for the final design.

INPUT/ASSISTANCE WE WILL NEED FROM THE TOWN

RESPEC will coordinate with the Town for data collection to ensure that we get the most detailed survey, any additional studies completed, and any GIS or design files completed in the vicinity. The team will need assistance with access issues and coordinating with the Wolf Land Company for easements and rights of entry. We will also need assistance coordinating with the Town's Water Rights Attorney to work through any legal issues related to reconstructing the ditch point of diversion. RESPEC will also collaborate with the Town to obtain feedback on all the alternatives developed for the project. We anticipate the Town going through the alternatives over a 2-week period but can coordinate additional time if needed. Once the final alternative is selected for the design, RESPEC will coordinate ample review times for the 60% and final design documents.

PROPOSED TIMEFRAME

RECOMMENDED SCHEDULE



ATTACHMENT 2

ESTIMATE
FOR THE TOWN OF RIDGWAY
PREPARED FOR THE TOWN OF RIDGWAY
RESPEC COMPANY LLC
1/30/2025, REVISED 2/10/2025

Task	\$245/hr Principal	\$225/hr Senior PM & QA/QC	\$160/hr Project Manager / Stream Design Lead	\$195/hr Senior Project Engineer	\$150/hr Project Engineer / Hydrologist / Env Scientist	\$115/hr CAD Designer	Total Hours	Direct Costs	Total Fee
D. Project Coordination & Administration									
General Correspondence & Administration	8	16	32	16	32	0	104		\$18,600
Site Visits	0	16	40	0	40	0	96	\$1,000	\$17,000
Coordination with Subconsultant	0	8	16	0	0	0	24		\$4,360
Coordination with Attorney for Water Rights	8	8	8	0	0	0	24		\$5,040
Coordination for Easements and ROE	0	8	8	0	0	0	16		\$3,080
Progress Meetings	8	30	30	8	16	0	92		\$17,470
Subtotal Hours	24	86	134	24	88	0	358	-	-
SUBTOTAL	\$5,880	\$19,350	\$21,440	\$4,680	\$13,200	\$0		\$1,000	\$65,550
1: Site Assessment and Data Collection									
Critical Path & Site Constraints	2	8	40	20	40	0	110		\$18,590
Hydrology & Hydrogeology	1	4	40	20	80	0	145	\$570	\$24,015
Wetland Delineation & Habitat Assessments	0	0	0	0	24	0	24	\$570	\$4,170
Drone Survey & Renderings	1	2	8	4	80	40	135	\$1,500	\$20,855
Interim Emergency Design	0	0	0	0	0	0	0		\$0
Subtotal Hours	4	14	88	44	224	40	414	-	-
SUBTOTAL	\$980	\$3,150	\$14,080	\$8,580	\$33,600	\$4,600		\$2,640	\$67,630
2: Alternatives Development and Analysis (3)									
Concept Design Plans	6	20	80	20	80	60	266		\$41,570
Concept Hydraulic Analysis	3	6	40	6	120	0	175		\$27,655
Concept Cost Estimate	3	4	32	4	0	0	43		\$7,535
ROE Permitting Strategy	1	4	24	4	40	0	73		\$11,765
Environmental Permitting Strategy	0	0	2	0	24	0	26		\$3,920
30% Level Construction Drawings	3	5	32	5	32	67	144		\$20,460
30% Level Cost Estimate	3	5	20	5	7	0	40		\$7,085
Interim Emergency Construction Services	0	0	0	0	0	0	0	\$0	\$0
Subtotal Hours	19	44	230	44	303	127	767	\$0	-
SUBTOTAL	\$4,655	\$9,900	\$36,800	\$8,580	\$45,450	\$14,605		\$0	\$119,990
3: Preliminary (60%) Design for Selected Alternative									
Design	4	16	40	80	40	0	180		\$32,580
Hydraulic Analysis	2	8	20	20	80	0	130		\$21,390
ROE Permitting Strategy	4	6	8	2	40	0	60		\$10,000
60% Level Construction Drawings	7	7	32	32	32	50	160		\$25,200
60% Level Structural Design & Drawings	7	0	0	32	0	67	106		\$15,660
60% Level Economic Analysis & Cost Estimate	4	12	20	8	12	0	56		\$10,240
Subtotal Hours	28	49	120	174	204	117	692	\$0	-
SUBTOTAL	\$6,880	\$11,025	\$19,200	\$33,930	\$30,600	\$13,455		\$0	\$115,070
4: Final Design and Engineering									
Design	1	2	30	40	40	0	113		\$19,295
Hydraulic Analysis	2	2	8	8	20	0	40		\$6,780
Permitting	4	8	20	8	0	0	40		\$7,540
Environmental	0	2	4	0	80	16	102		\$14,930
100% Level Construction Drawings	1	4	17	9	17	34	82		\$12,080
100% Structural Design	10	0	0	50	0	60	120		\$19,100
100% Level Cost Estimate	1	4	14	4	0	0	23		\$4,165
Bid Services	3	8	40	24	16	0	91		\$16,015
Final Design Report	2	4	30	16	40	0	92		\$15,310
Subtotal Hours	24	34	163	159	213	110	703	\$0	-
SUBTOTAL	\$5,880	\$7,650	\$26,080	\$31,005	\$31,950	\$12,650		\$0	\$115,215
5: Construction Services for Final Design (add-on)									
Progress Meetings	0	6	16	0	0	0	22		\$3,910
Housing & Direct Costs	0	0	0	0	0	0	0	\$6,650	\$6,650
Submittal Review	1	4	8	15	0	0	28		\$5,350
RFI Review	1	2	8	2	0	0	13		\$2,365
Pay Application Review	0	2	4	0	0	0	6		\$1,090
Observation & Reporting	0	16	96	10	0	0	122		\$20,910
Punchlist Walk	0	8	4	0	0	0	12		\$2,440
Redline Drawings	0	4	8	0	0	40	52		\$6,780
Subtotal Hours	2	42	144	27	0	40	255	\$6,650	\$49,495
SUBTOTAL	\$490	\$9,450	\$23,040	\$5,265	\$0	\$4,600		\$6,650	\$49,495
Subconsultants									
Construction Subconsultant							0	\$35,800	\$35,800
Subtotal Hours	0	0	0	0	0	0	0		
SUBTOTAL	\$0	\$0	\$0	\$0	\$0	\$0		\$35,800	\$35,800
Total Hours	101	269	879	472	1032	434	3187		
TOTAL FEE ESTIMATE									\$568,750

Notes of Estimate - Assumptions:

Direct Costs include mileage, housing, drone rental, field equipment, printing, meeting supplies, and meeting expenses.

A. Geotechnical Investigation is not included in the scope and services.

Construction length assumed to be 8 weeks for interim emergency construction and final design construction.

Town will pay for all fees associated with Attorney and ROE/Easements.

Hourly rates for individual staff may vary.

2/10/2025