



REQUEST FOR PROPOSALS

Crested Butte Community Plan Implementation: Zoning Incentives Analysis, 5-Year Housing Strategy, and 5-Year Community Spaces Strategy

RFP TIMELINE

June 26, 2025	RFP issued
July 8, 2025	Optional virtual pre-proposal meeting for interested candidates at 11 a.m. (via teams) Join the meeting here <i>Meeting ID: 281 262 394 233 8</i> <i>Passcode: xe2Gg7og</i>
July 18, 2025	Question period due date
July 25, 2025	Answers provided to applicants.
August 1, 2025	Proposals due by 5 p.m.
August 4-8, 2025	Selection Advisory Committee reviews proposals and conducts interviews (if determined to be needed)
August 18, 2025	Applicant(s) selection and contract approval by Town Council
August 19, 2023	Notice to proceed

INTRODUCTION

About the Crested Butte Community Plan and its implementation

The Town of Crested Butte (Town) is completing its [Community Plan](#) (CP, linked in the appendix), which sets a long-term vision to enhance Crested Butte's livability, functionality, and sense of community by aligning the Town's development regulations with the community's values and strategic goals.

The CP is a direct outcome of the [Community Compass](#) (the Town's comprehensive plan, linked here and in the appendix), which identifies Crested Butte's core values, 5-year strategic plan, and a decision-making framework. The Compass defines Crested Butte as being

authentic, connected, accountable, and bold and the CP focuses on the interplay of the three of the Town's strategic goals of "enable people who live and work here to thrive," "accommodate growth in a way that maintains our rural feel", and "retain the unique character and spirit of Crested Butte".

The CP was deliberately timed to follow the completion of other strategic planning efforts, namely the Town's Transportation Mobility Plan, Historic Preservation Plan, and Climate Action Plan, through a coordinated process called Compass Navigation. This approach ensured that the CP would integrate the full range of community goals into a cohesive physical and policy vision for Crested Butte's future.

At its core, the CP is about keeping Crested Butte, Crested Butte—preserving the people, places, and values that define the community's identity. It outlines a set of regulatory and complementary program/project recommendations with two clear objectives:

1. **Expand, diversify, and distribute community-serving housing:** Building on decades of work that have resulted in over a quarter of Crested Butte's housing stock being deed-restricted, the CP aims to broaden the types and distribution of community housing, such as accessory dwelling units, micro-lots, condos, and multifamily homes, integrated throughout neighborhoods and mixed-use areas by incentivizing the free market to be a bigger partner in delivering community housing that responds to evolving community needs and strengthens neighbor-to-neighbor connections.
2. **Facilitate, create, and preserve community-serving spaces:** Community members are increasingly concerned about losing accessible, affordable, and locally rooted businesses, organizations, and services that support everyday life. The CP emphasizes protecting and encouraging spaces that meet daily needs and foster social connection, as housing is only one piece of the cost of living and quality of life puzzle. *Please note, community spaces are focused on commercial space/services and "third places", not recreational spaces and parks, as the Town is separately developing a Parks, Recreation, Open Space, and Trails Plan.*

To implement these priorities, the CP offers targeted strategies and tools to rebalance the relationship between public goals and private development. Rather than relying on one-size-fits-all mandates, the CP recommends a refreshed, incentive-based regulatory approach tailored to distinct areas, including updated parking requirements, and zoning incentives in different areas including areas of stability, such as the Town's neighborhoods and historic core, and areas of change, including Bellevue Avenue and the Sixth Street Corridor.

About this RFP

This Request for Proposals (RFP) is part of the Town's immediate efforts to implement the CP. While the Town is initiating a comprehensive rewrite of its zoning code, the scope of work outlined in this RFP are designed to complement that process with technical analysis of the zoning incentives and targeted strategies to help create housing and community spaces.

The Town invites qualified consultants to submit on the following scope of work (summarized below and further described in the next section):

1. **Zoning Incentives and Feasibility Analysis:** Provide technical and financial analysis to inform zoning incentives for both community housing and community-serving spaces to ensure the proposed code requirements are both community-aligned and market feasible. The Town will be working in parallel on drafting the code update

internally with the Town Attorney, along with associated community outreach, on a schedule that will align with the scope of this RFP.

2. **5-Year Community Housing Strategy:** Develop a tactical five-year strategy to advance the CP's housing goals, including an assessment of Crested Butte's current affordable housing programs and portfolio to identify key gaps and community needs, and prioritize implementation actions over the next five-year period with direction on projects, programs, and funding sources that complement the zoning code update.
3. **5-Year Community Spaces Strategy:** Develop an actionable strategic framework to advance the CP vision for community-serving spaces. This includes clearly defining what qualifies as a community-serving business or organization, assessing current gaps, threats, and challenges, and identifying success metrics and methods for ongoing evaluation. The strategy will provide a foundational framework with baseline data, designed to be updated and refined as implementation progresses.

SCOPE OF WORK

The following scope of work reflects the Town's project intent. Consultant teams are welcome to propose alternative approaches if they achieve comparable outcomes to those outlined below.

Project Management Expectations: Consultants are expected to:

- Facilitate bi-weekly project management check-in meetings on all project areas.
- Submit monthly invoices and progress reports.

Community Outreach Expectations: The Town has conducted extensive community engagement to inform the Community Plan (CP) strategies. This project is focused on implementation and does not require broad community outreach. Instead, the consultant is expected to conduct targeted stakeholder interviews to collect specific data and insights.

- The Town will collaboratively identify stakeholders (further described in each task below) with the consultant and coordinate interview logistics and invitations.
- The consultant team is responsible for preparing targeted interview questions, conducting interviews (Town staff will be in attendance), and analyzing results.

Specific outreach expectations for each scope of work are noted in italics.

1. Zoning Incentives Analysis

Summary: Provide technical and financial analysis to inform zoning incentives for both community housing and community spaces, ensuring updated code requirements are market-informed and feasible. The Town will be working in parallel on drafting the code update internally with the Town Attorney, along with associated community outreach, with a schedule anticipated to align with this effort.

Proposed Timing: August – December 2025

Tasks:

- **Bellevue Zoning Incentives Market Analysis:** Analyze the proposed Bellevue Avenue zoning incentives (fourth story allowance, flexible setbacks, and reduced open space and parking) and recommend an acceptable tradeoff for inclusionary housing or community commercial space (or a mix of both). Recommend appropriate deed restrictions or covenants for inclusionary units (e.g., Resident Occupied Affordable Housing --ROAH-- alignment, AMI targets, workforce requirements). *Include interviews or focus groups with commercial or mixed-use developers who are familiar with mountain resort markets to assess market interest and viability (identified collaboratively between the Town and consultant).*
- **ADU and Micro-lot/Condo Zoning Incentives Market Analysis:** Analyze proposed ADU (double ADU allowance and accessories not counted towards maximum square footage) and micro-lot/condo zoning incentives (allowance to subdivide into micro-lot or condo of existing ADU to create new deed restricted ownership opportunities) to determine market-viable structures (e.g., desirable square footage bonuses, feasible construction costs, etc.). Recommend appropriate deed restrictions for ADUs and micro-lot/condo ownership (in coordination with housing strategy analysis described below). *Include a focus group with local architects to assess interest and feasibility (identified collaboratively between the Town and consultant).*
- **Resident Occupied Affordable Housing (ROAH – the Town’s Housing Impact program) Recommendation:** Review the Town’s 2024 ROAH fee study and recommend an updated mitigation rate for residential and commercial development that supports the incentive structures analyzed above. ROAH is the Town’s housing impact fee program, that needs to conform with Colorado’s statutory requirements and Supreme Court case law governing impact fees.
- **Good Deed Program Feasibility Analysis (Preservation of Housing Units):** Evaluate the cost-effectiveness of preserving existing units versus building new affordable housing through the Town’s Good Deed program. Recommend incentive structure (what is the percentage of market value that makes the program market feasible?).
- **Payment in Lieu (PIL) of Parking Fee Study:** Update the PIL fee structure to reflect current construction costs and consider differential rates based on parking demand (e.g., historic core vs. peripheral areas). Evaluate opportunities to use this fee as a funding source for community transportation initiatives and to support exemptions for community-serving spaces. The Town already has parking studies and a transportation plan to support the area analysis, rather this should be focused on a market/cost analysis. Please note, PIL is not an impact fee, but an opportunity for commercial developments to pay in lieu of providing required off-street parking spaces. *This task should also be discussed within the interviews or focus groups with commercial or mixed-use developers during the Bellevue incentives analysis.*
- **Process Improvements:** Recommend priority process improvements to complement the incentives analyzed above, such as pre-approved building plans, subsidized fees, etc.

Expected Deliverables: A written report (word format) summarizing all findings and recommendations and coordination meetings with Town Staff and the Town Attorney to incorporate the findings into the zoning code update.

2. 5-Year Housing Strategy

Summary: Develop a tactical five-year strategy to advance the CP's housing goals, including an assessment of Crested Butte's current affordable housing programs and portfolio to identify key gaps and community needs, and prioritize implementation actions over the next five-year horizon with direction on projects, programs, and funding sources that complement the zoning code update.

Proposed Timing:

- Program Review and Analysis (August – December 2025)
- Strategy Development (January – April 2026)

Tasks:

Phase 1: Program Review and Analysis (August – December 2025)

- 1.) **Housing Market Landscape:** Drawing from the Gunnison Valley Regional Housing Needs Assessment and local data, define and quantify the Town's housing challenges. Determine where the Town is in achieving the current 5-year goals:
 - 75% of the Town's residential units will be occupied by full time residents.
 - 30% of residential units will have deed restrictions.
 - Increase the total number of Town employee rental units to 15 units.
- 2.) **Program Evolution and Performance Review:** Summarize the history, evolution, and performance of the Town's housing programs. Assess who is being served (age, household size, employment sector), who is at risk of displacement, and key gaps in housing needs using the GRVHA housing needs assessment and Town local census as a starting point and supplementing with census and assessor data.
- 3.) **Affordable Housing Portfolio Assessment:** Develop a comprehensive inventory summarizing the full range of affordable housing units and their restriction attributes within Crested Butte's portfolio. This inventory should include both Town-led developments and programs (deed-restricted ownership opportunities, workforce rentals, employer-owned housing, etc.) and privately built developments (LIHTC, units required or incentivized by code, residential units in commercial buildings, and ADUs). *As part of this work, conduct targeted interviews with past development partners, such as developers and the GVRHA, to gain insights into what worked, what didn't, and what improvements could be made moving forward.*

For each housing type, provide a detailed summary and assessment of:

- Location, quantity, and unit type, and bedroom mix.
- Deed restriction attributes (owner qualified vs. Occupant qualified, AMI, local workforce, priority occupant/buyer, residency requirements, etc.)
- Subscription, vacancy, and turnover rates.

- Funding sources, financing structures, and partnerships utilized, including challenges, successes, and lesson learned.
 - Development process highlights, including design and construction challenges or successes.
 - Key lessons learned and forward-looking recommendations, specifically whether housing programs or policies should remain a priority, discontinued, or be improved upon. Recommendations should incorporate findings from the housing needs assessment, current demographic trends, upcoming project targets (such as Mineral Point and Whetstone), and alignment with the CP vision.
- 4.) Funding and Financing Review:** Assess historical and current funding sources, including the short-term rental excise tax, ROAH fees (accounting for potential future changes as described in the earlier ROAH task), etc. and identify potential funding opportunities and risks going forward.
- 5.) Refine the CP’s definition of “Community-serving Housing”:** Based on the analysis completed, refine the CP definition of “community-serving housing” that should guide the strategy development moving forward. Include an assessment of other industry standard definitions and how the definition may influence applicable or eligible funding sources. *This task should include a work session with Town Council to discuss the definition, including context of regional projects serving different needs and industry standards (same session as identified in expected deliverables). Prior to this task, Town Staff will facilitate a brainstorm with the Compass Navigation committee (representatives of advisory committees of all Compass plans) on definitions to inform this discussion.*

Expected deliverables:

- Housing Program Review Report, including Affordable Housing Portfolio Report (word format for presentation, with data also provided in Excel designed for possible adaptation to public-facing materials such as GIS StoryMaps).
- PowerPoint presentation (co-developed with Town staff) for a Town Council work session (joint with the Community Spaces Strategy) to review the findings of phase 1 and transition to phase 2. *Work Sessions may be attended virtually.*

Phase 2: Strategy Development (January – April 2026)

- **Priority 5-Year Challenges Identification:** Using the analysis above, identify and recommend the most critical housing challenges the Town will face over the next 5 to 10 years, and identify areas of focus for the next five years. Include an in-town vs. regional comparison of challenges and actions to prioritize.
- **Success Measures:** Establish clear housing success measures to track progress towards meeting the CP goals, define how far off of these goals the Town is currently. *This should be developed in collaboration with Town Staff and input from Town Council work sessions.*
- **5-Year Strategy Recommendations:** Identify 5-year priority actions (where should the Town focus and prioritize its resources/investment for the next 5-years?), such as programs, partnerships, funding approaches, future projects to prepare for, etc. that will advance the CP goals and success measures identified above. Additionally set the stage for a future

Regional Housing Action Plan by prioritizing what the Town should focus on within the Town and what may be a better fit for a regional approach. *This should be developed in collaboration with Town Staff and input from Town Council work sessions.*

Expected Deliverables:

- 5-Year Housing Strategy Report (word format, expected draft with two versions of redlines based on feedback).
- Publicly accessible, well-formatted executive summary that consolidates the Housing Program Review with the 5-Year Housing Strategy to tell the story of Crested Butte's housing program.
- Participation in up to two additional Town Council work sessions (joint with the Community Spaces Strategy), including development of PowerPoint presentations of draft and final recommended strategies (developed collaboratively with Town Staff). *Work Sessions may be attended virtually.*

3. 5-Year Community Spaces Strategy

Summary: Develop an actionable strategic framework to advance the Community Plan (CP) vision for community-serving spaces. This includes clearly defining what qualifies as a community-serving business or organization, assessing current gaps, threats, and challenges, and identifying success metrics and methods for ongoing evaluation. The strategy will provide a foundational framework with baseline data, designed to be updated and refined as implementation progresses.

Proposed Timing:

- Definition and Market Analysis (August – December 2025)
- Strategy Development (January – April 2026)

Tasks:

Phase 1: Definition and Market Analysis (August – December 2025)

- **Economic Landscape Summary:** Summarize the history and evolution of Crested Butte's economic landscape and how its transitioning towards an amenities-based economy. Summarize past efforts the Town has made to support local businesses and non-profits.
- **Refine the CP's definition of "community spaces":** Develop a more nuanced definition, or category of definitions, of community spaces and/or community-serving businesses, non-profits, and/or services to guide creation of this strategy. As part of this task, case studies of other communities working on community-serving business and/or non-profit support should be researched to help develop the definition. *This task should include a work session with Town Council to present case studies and brainstorm and discuss the definition (same session as identified in the deliverables). Prior to this task, Town Staff will facilitate a brainstorm with the Compass Navigation committee (representatives of advisory committees of all Compass plans) on relevant case studies and definitions to inform this discussion.*
- **Based on the definition of "community spaces and community-serving businesses" above, analyze existing commercial and nonprofit services and identify service gaps and risks of displacement or transition in key areas of service provision:** Build on the

CP market study (linked in appendix) to conduct a market analysis that analyzes existing commercial and nonprofit services provided in Crested Butte and the North Gunnison Valley, identifies service gaps, risks of displacement or transition, and other key considerations, as it relates to the community spaces definition or categories above. *This task should include targeted stakeholder interviews to better understand the current landscape and future risks/threats (e.g. childcare, health, community-serving retail/restaurant, trades, nonprofits, etc.).*

Expected deliverables:

- Community Spaces Market Analysis Report (word format).
- PowerPoint presentation (co-developed with Town staff) for a Town Council work session (joint with the Housing Strategy) to review findings of phase 1 and transition to phase 2. *Work Sessions may be attended virtually.*

Phase 2: Strategy Development (January – April 2026)

- **Identify and prioritize key challenges to focus on over the next five years:** Using the analysis above, identify and prioritize key challenges to focus on for the next five years, such as what types of community spaces support the Town should start prioritizing/focusing on based on its available tools.
- **Success measures:** Establish clear success measures tied to the community spaces to track progress towards meeting the CP goals. *This should be developed in collaboration with Town Staff and input from Town Council work sessions.*
- **5-Year Strategy Recommendations:** Identify 5-year priority actions (where should the Town focus and prioritize its resources/investment for the next 5-years?), such as programs, partnerships, funding approaches, future projects to prepare for that will advance the CP goals and success measures identified above. *This should be developed in collaboration with Town Staff and input from Town Council work sessions.*

Expected Deliverables:

- 5-Year Community Spaces Strategy Report (word format, expected draft with two versions of redlines based on feedback).
- Publicly accessible, well-formatted executive summary that consolidates the Market Analysis with the 5-Year Community Spaces Strategy to tell the story of Crested Butte's community spaces approach.
- Participation in up to two additional Town Council work sessions (joint with the Community Housing Strategy), including development of PowerPoint presentations of draft and final recommended strategies (developed collaboratively with Town Staff). *Work Sessions may be attended virtually.*

SUBMISSION REQUIREMENTS

The Town of Crested Butte is open to consideration of all creative, viable processes and concepts that are consistent with the objectives of this Request for Proposals (RFP). Our strong preference is to award the work to one project team, rather than piece the work out across multiple contracts.

Interested parties should review the contents and requirements of this RFP and submit their responses no later than 5:00 p.m. on August 1, 2025.

Responses should be provided electronically in PDF format to Erin Ganser, Housing Director, eganser@crestedbutte-co.gov.

Questions can be directed to Erin Ganser, Housing Director at (970) 349-5338 x 112 or eganser@crestedbutte-co.gov.

RFP responses should contain the following elements:

Note, proposals demonstrating an efficiency of word content, clarity in writing, and graphical presentation will be better received by the Town. Proposals for portions of the scope are not desired, rather the Town prefers that consultants form a team to respond to the entire scope.

1. Cover Letter

We are seeking an introductory narrative. Please provide:

- Background of your firm/project team and experience with market analysis, zoning regulations, affordable housing, economic resiliency, and other elements of this project.
- Your experience working with similar communities and your familiarity with Crested Butte's policies objectives.
- Please describe how your previous experiences have informed the way you do business now. Please provide specific and recent examples of lessons learned in similar communities and the solutions you have implemented going forward.
- The reasons why the Town should select your firm/project team.

2. Understanding & Approach:

- Describe your firm's familiarity with the Town of Crested Butte plans and familiarity with the community.
- Briefly describe the significant project features.
- Describe critical concerns the Town and community should address, as well as proposed solutions.
- Describe how your firm could carry out this process in alignment with continuing to implement the Community Compass and its values, goals, and framework.
- Describe how you would go about with process project management with the Town
- Provide a detailed scope of work indicating key tasks and assumptions.

3. Project Schedule & Timeline

- Provide a detailed schedule for project completion with milestones. Please describe in detail if your proposal can meet the proposed timeframes provided in this RFP, as the Town is especially interested in proposals that can work within these timeframes.

4. Team:

- Show your proposed organization chart, including interface with Town staff.
- Describe the proposed team members.
- Describe team member experience with plans of this kind.
- Describe project team experience in developing plans and engaging the community and provide previous examples applicable to this project.
- Indicate team member availability to work on this project.
- Indicate the location of team members performing work.
- Three references of similar projects.

5. Budget

- Please provide a detailed not-to-exceed budget. Please include itemized costs that include all aspects of the described deliverables, professional fees, and estimated travel costs. The Town has budgeted a total of \$150,000 for the work.
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EVALUATION CRITERIA AND REVIEW PROCESS

The RFP selection will be made by the Town Council of Crested Butte. A Selection Advisory Committee made up of Town Staff including the Town Manager, Community Development Director, and Housing Director, will provide a selection recommendation for their consideration.

Selection criteria will include:

1. Qualifications of proposed project team;
2. Proposed scope of work and project process;
3. Successful history and experience with similar studies or processes in similar communities;
4. Demonstrated ability to work well with a small community;
5. Overall strength of project proposal;
6. Proposed Project Schedule;

7. Proposed Budget; and

8. References.

The selected applicant will be required to enter into a professional services agreement contract with the Town of Crested Butte (draft template shown in Appendix B).

GENERAL CONDITIONS

Reserved Rights:

The Town of Crested Butte reserves the right to:

- Modify or cancel the selection process or schedule at any time;
- Waive minor irregularities;
- Reject any and/or all responses to this RFP and to seek new proposals when it is in the best interest of the Town to do so;
- Seek clarification or additional information from respondents as it deems necessary to the evaluation of the response;
- Request any additional information or evidence from individual respondents;
- Judge the respondent's written or oral representations as to their veracity, substance and relevance to development of the Property, including seeking and evaluating independent information on any project team;
- Incorporate this RFP and the selected team's response to this RFP as a part of any formal agreement between the Town and the respondent; and
- Issue revisions to the RFP or amend the scope of the RFP.

Hold Harmless: By participation in this RFP process, responders agree to hold harmless the Town of Crested Butte, their officers and employees from all claims, liabilities and costs related to all aspects of the responder selection process.

Public Information: All documents, conversations, correspondence, etc. between the Town of Crested Butte and respondents are public information subject to the laws and regulations that govern the Town of Crested Butte, unless specifically identified otherwise.

Expenses: All expenses related to any project team's response to this RFP, or other expenses incurred while the selection process is underway, are the sole obligation and responsibility of that project team.

We appreciate your interest and look forward to hearing from you.

APPENDIX A

[The Town of Crested Butte's Community Compass can be viewed at this link.](#)

[The Town's Community Plan](#) can be viewed at this link (final draft with anticipated adoption on July 7)

[The Community Plan Market Study](#) can be viewed at this link

APPENDIX B

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20__ by and between the TOWN OF CRESTED BUTTE, COLORADO, a Colorado municipal corporation (the "Town"), and _____ ("Contractor").

WHEREAS, the Town desires that Contractor perform the services of _____ as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services.** The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in **Exhibit A**, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. **Compensation.** The Town agrees to pay Contractor a sum not to exceed _____ Dollars (____), as adjusted to reflect the deletion by the Town of any of the Services set forth in Exhibit A. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until _____, unless extended by written agreement of the parties.
4. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.
5. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.
6. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the Town's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.
7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. **Contractor is not entitled to workers' compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.**
8. Insurance Requirements.
- a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.
- c. Terms of Insurance.
- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general

policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

- d. Workers' Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers' compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.
- e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.
- f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and

demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

(i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town's best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Crested Butte Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

13. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

14. Entire Agreement. This Agreement, **along with any addendums and attachments hereto**, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

15. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Chaffee, State of Colorado.

16. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

17. Assignability. Contractor shall not assign this Agreement without the Town's prior written consent.

18. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

19. Survival Clause. The "Indemnification" provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

20. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

22. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

To the Town:

Dara MacDonald, Town Manager
507 Maroon Ave
Crested Butte, CO 81224
(970) 349-5338

Copy to: Karl Hanlon, Town Attorney
Karp Neu Hanlon
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602
(970) 945-2261

To the Contractor: INSERT Name, address, telephone number.

23 Authority. Each person signing this Agreement, **and any addendums or attachments hereto,** represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

24. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN OF CRESTED BUTTE, COLORADO

By: _____
Town Manager

ATTEST:

Town Clerk

CONTRACTOR:

By: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 202__ by _____.

Witness my hand and official seal.

My commission expires _____.

Notary Public