



Town of Crested Butte

# DESIGN STANDARDS UPDATE

Request for Proposals

## **RFP TIMELINE**

August 14, 2025	RFP issued
August 21, 2025	Optional pre-proposal meeting at 9:00 a.m. (via zoom)  Join Zoom Meeting <a href="#">Link</a> Meeting ID: 890 6105 1993 Passcode: 667817
August 28, 2025	Question period due date (5:00 p.m.)
September 4, 2025	Answers provided to applicants. (5:00 p.m.)
September 26, 2025	<b>Proposals due by 5 p.m.</b>
September 29, 2025	Selection Advisory Committee reviews proposals
October 3 or 6, 2025	Selection Advisory Committee conducts interviews
October 20, 2025	Applicant selection and contract approval by Town Council
October 24, 2025	Notice to proceed

## **INTRODUCTION**

The Town of Crested Butte (Town) is soliciting proposals for the update of its Design Standards to realize the recommendations outlined in the Town's Historic Preservation Plan (HPP), the Community Plan (CP), the Climate Action Plan (CAP), the Transportation Mobility Plan (TMP) and align the Town's development review process with the Town's core values as outlined in the Community Compass, Crested Butte's Comprehensive Plan. Specifically, the goal of the effort is to update the Town's Design Standards and architectural review procedures to be more intuitive, graphically legible and incorporate the following components:

- 1) Illustrate three distinct design criteria for the Town's recognized architectural periods of significance (the Mining Era (1880-1952) and the Early Recreation Era (1961-1984)) and the overall mass, scale, form, and orientation of the community.
- 2) Incorporate building structures and material allowances outside of the two periods of significance which could lower the cost of building construction.
- 3) Incorporate building structures, orientation, and material allowances outside of the two periods of significance which could reduce carbon emission of new buildings.
- 4) Retain pedestrian orientation design requirements of street fronting buildings.
- 5) Review proposed changes to the Zoning Code relating to administrative level review and offer feedback, as they relate to architectural review.

## **SCOPE OF WORK**

This scope of work addresses the project tasks, timeline, public engagement events, and project deliverables. Highlights of the scope of work including:

- Project Management
- Strengths and Weaknesses Assessments
- Community Engagement and Decision-Making Framework
- Draft and Final Design Standards Updates

**This scope of work includes proposed timelines that align with the Town's other current projects and zoning code updates, but the Town is open to different approaches or proposed timing.**

### **Task 1 - Kick-off and Project Management**

#### **1.1 Project Kick-off + Town Tour (Late November 2025)**

A project kick-off meeting with the project advisory committee and a town tour will be held during the consultant's initial trip to Crested Butte. During the kick-off meeting, the consultant team will meet with Town staff and advisory committee members to review the project scope, schedule, project milestones, deliverables, and formalize the project's data collection needs. Staff, the consultant team, and advisory committee members will also participate in a town-wide bicycle or walking tour (weather permitting) to understand different areas of Town and the key design characteristics of the community's different architectural periods of significance and the Town's overall mass, scale and form that need to be addressed in the Design Standards update.

- Deliverable(s):
  - Data request form for project background material
  - Finalized project and public engagement schedule

#### **1.2 Project Management (Ongoing)**

Ongoing project management includes regular updates with the Town. This task will include nine (9) monthly coordination meetings where the consultant will review the status of project tasks, outline future tasks to be accomplished, discuss project billing, and identify items needing coordination.

- Deliverable(s):
  - Monthly Project Management Meetings (9) with Summary Notes
  - Monthly Project Invoices and Status Reports

### **Task 2 - Strengths and Weaknesses Assessments (Late November 2025 through January 2026)**

#### **2.1 Town Document + Code Review Gap Analysis & Consistency Assessment**

The consultant team will review Crested Butte's Comprehensive Plan, the Community Compass, the Town's Historic Preservation Plan (HPP), The Community Plan (CP), and Climate Action Plan (CAP), Transportation Mobility Plan (TMP), and the existing Design Standards and Guidelines with

the relative sections of Town's Zoning Code, Chapter 16 of the Crested Butte Municipal Code, focusing on how this update relates to the Design Standards. The review and analysis will identify existing gaps in information and recommendations for the Design Standards update. The gap analysis will inform the development of an outline for the Design Standards update with a unified structure and framework.

- Deliverable(s):
  - o Gap Analysis and Consistency Assessment Memorandum
  - o Draft Design Standards Outline

## 2.2 Architectural Review & Administrative Procedures Assessment

The consultant will produce an assessment of the Town's architectural review procedures, any suggested revisions to the zoning code and the role of the Design Standards. This is with the understanding that the Town is also underway with an update to the zoning code currently. In this effort, the consultant will review and assess the Board of Zoning and Architecture Review (BOZAR) review and Staff's administrative review authority with a goal of developing recommendations of better balancing design control and expedited development review and an objective look at architectural flexibility and creativity for compliant projects.

- Deliverable(s):
  - o Architectural Review, Zoning Code and the role of the Design Standards and Proposed Administrative Procedures Assessment Memorandum

## 2.3 Graphic Legibility & Best Practices Assessment

The consultant will produce an assessment of the Town's Design Standards graphic qualities and present a best practices analysis of graphic standards from other cities and mountain towns. The best practices assessment will show alternatives from around the country on how design information is presented in design guidelines. This graphic assessment will inform the update to the Town's Design Standards.

- Deliverable(s):
  - o Graphic Assessment Memorandum

## 2.4 Stakeholder Interviews (6) & Focus Group (1) (December 2025 – January 2026)

The consultant team will participate in up to six (6) stakeholder interviews and one (1) focus group discussion with design professionals from the Gunnison Valley familiar with development in Crested Butte. The input received during the stakeholder interviews and focus group discussion will be summarized with the key themes to inform the strengths and weaknesses assessment. Town staff will reserve public venues and handle meeting logistics. The consultant will be asked to facilitate the meetings and prepare meeting information.

- Deliverable(s):
  - o Stakeholder Interview/Focus Group summary notes and key findings

## **Task 3 - Community Engagement & Decision-Making Framework**

### 3.1 Public Meetings (3)

The community engagement effort for the update to the Town Design Standards will follow the decision-making framework outlined in the Crested Butte Community Compass. Town staff will reserve public venues, handle meeting logistics, and distribute public advertising. The consultant will be asked to facilitate the meetings and prepare meeting information. The consultant team will participate in two (2) community meetings in Crested Butte and one (1) educational webinar remotely. The three meetings and the consultant's anticipated role in each are described below:

- 1) **Educational Public Work Session** (November 18, 2025 BOZAR, follow up at December 16, 2025 BOZAR)– Design Standards and Best Practices, how this relates to the planning process, what will we be implementing. The Town would like to partner with the consultant on possibly recruiting design experts from around the County to provide perspectives on best practices and the role of design standards in historic communities. The consultant will be expected to help the Town identify experts to help present.
- 2) **Discussion about mass/scale/form/orientation** (January 2026 BOZAR public input, February 2026 BOZAR follow up with the Board.) - The consultant will help Town staff facilitate community dialog regarding mass/scale/form/orientation outside of the two periods of significance (POS), which will guide the update to the Town's Design Standards.
- 3) **Draft Standards Open House** (March 2026 Advisory Committee, April 2026 BOZAR public input, May 2026 joint work session with Council and BOZAR) - The consultant will help Town present the draft update to the Design Standards to the Crested Butte Community.
  - Deliverable(s):
    - o Presentation materials PowerPoints and Presentation Boards
    - o Public Meeting Materials, Public Meeting Summaries

### 3.2 Advisory Committee Meeting (5)(Kickoff in late November 2025, other meetings winter 2026)

The consultant team will participate in five (5) project advisory committee meetings either in person, if the schedule aligns with a site visit, or remotely. The meetings are designed to inform the advisory committee about the progress of the project and for advisory committee to provide direction to staff for key milestones of the project. Town staff will reserve public venues, handle meeting logistics, and distribute meeting material. The consultant will be asked to play an active role in the meeting and prepare meeting material. The five meetings' subject titles are presented below:

- 1) Project Kick-off and Bike Tour (November 2025)
- 2) Strengths / Weaknesses Part 1: Stakeholder/Focus Group Feedback
- 3) Strengths / Weaknesses Part 2: Gap Assessment, Graphical Standard, and Architectural Review Procedures
- 4) Mass/Scale/Form/Orientation
- 5) Draft Design Standards Review
  - Deliverable(s):
    - o Advisory Committee Meeting Materials

### 3.3 Joint BOZAR / Town Council Work Session (2) (potentially, May 2026 and fall 2026)

The consultant team will participate remotely in two (2) joint study sessions between BOZAR and Town Council. The two-study session's subject titles are presented below:

- 1) Existing processes assessment
- 2) Draft Standards Open House at BOZAR to incorporate feedback
  - Deliverable(s):
    - o Study Session Meeting Materials

### 3.4 Approval Meetings (2) (Fourth quarter 2026)

The consultant team will participate remotely in both the BOZAR and Town Council approval study sessions, presenting the draft Design Standards.

- Deliverable(s):
  - o Study Session presentation of the draft Design Standards

## **Task 4 - Design Standards (January – September 2026)**

### 4.1 Document Design + Outline

The document's design will be high-quality, graphically based, and user friendly with a consistent look and feel throughout. The final document can be adapted to a web-based version using the City's website or a standalone website under 4.5, below. The document template will include an outline and list of graphics for 4.2, below. The document template will be provided to the Town in the native Adobe InDesign format for future use.

- Deliverable(s):
  - o Document Template and Outline

### 4.2 Graphic Production

The Design Standards should be simple to use and easy to understand, including strong graphic communication. Graphics are anticipated to include diagrams and annotated photographs. Graphics will be developed to communicate design concepts and examples in a consistent format for use in print and on the web. The consultant team will provide all final graphics to the Town in the preferred Adobe family of formats (InDesign, Illustrator, Acrobat).

- Deliverable(s):
  - o Final Graphics

### 4.3 Draft Design

The Design Standards based on the final document template, outline, and figure list will be developed for review and input from the public, Town staff, the Advisory Committee, BOZAR and Town Council. The draft Design Standards will put the Mining Era period of significance (1881-1952), the Early Recreational Era period of significance (1961-1984), and the rest of the Town mass, scale, and form requirements together into a unified format and document structure. The draft Design Standards will address the overall design review process and administration including crafting a design review checklist.

- Deliverable(s):

- Draft Design Standards

#### 4.4 Final Design Standards

The draft Design Standards will be revised and finalized based on input received on the draft from the public open house, Town Staff, the Advisory Committee, BOZAR and Town Council.

- Deliverable(s):
  - Final Design Guidelines

#### 4.5 OPTIONAL TASK - Web-Based Guidelines

If desired by the Town, the consultant team will develop a web-based version of the Design Standards either using the Town's website or as a standalone website with design for mobile devices. Web-based guidelines should have the potential to be more accessible and user friendly as opposed to the standard practice of posting PDF. However, the final format of the web-based plans should match the graphic standards of the final Design Standards.

- Deliverable(s):
  - Final Web-based Design Standards

### 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). The Town will strongly favor proposals that include a local, Crested Butte designer or architect as part of the project team who has experience working with Crested Butte's design standards. **Interested parties should review the contents and requirements of this RFP and submit their responses no later than 5:00 p.m. on September 26, 2025.**

Responses should be provided electronically in PDF format to Jessie Earley, Historic Preservation Officer and Senior Planner at [jearley@crestedbutte-co.gov](mailto:jearley@crestedbutte-co.gov).

Questions can be directed to Jessie Earley at (970) 349-5338 x 121 or [jearley@crestedbutte-co.gov](mailto:jearley@crestedbutte-co.gov).

#### RFP responses should contain the following elements:

Note, proposals demonstrating efficiency of word content, clarity in writing, and graphical presentation will be better received by the Town.

#### **1. Cover Letter**

**We are seeking an introductory narrative. Please provide:**

- Background of your firm/project team and experience with crafting Design Standards and/or zoning code updates.
- Your experience working in Crested Butte, or similar communities, your familiarity with Crested Butte's development review procedures, and designing structures in Mountain Communities. The Town will strongly favor proposals that include a local,

Crested Butte designer or architect as part of the project team who has experience working with Crested Butte's design standards.

- 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 using the Community Compass framework.
- Describe how you would go about with process involving community stakeholders.
- 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 for similar projects.
- The Town will strongly favor proposals that include a local, Crested Butte designer or architect as part of the project team who has experience working with Crested Butte's Design Standards.

## **5. Budget**

- Please provide a detailed not-to-exceed budget. Please include itemized costs that include all aspects of the deliverables, professional fees, marketing, and costs of public meetings\*, and estimated travel costs.  
*\*The Town will provide free meeting space, printing, and marketing for all necessary meetings.*

## **EVALUATION CRITERIA AND REVIEW PROCESS**

The RFP selection will be made by Town Council of Crested Butte. The Selection Advisory Committee made up of Town staff, as well as the recruited Advisory Committee members, who will provide a selection recommendation to the Council for their consideration.

Selection criteria will include:

1. Qualifications of proposed project team;
2. Proposed scope of work and project process;
3. Demonstrated work in Crested Butte or the Gunnison Valley;
4. Demonstrated ability to work well with a small community;
5. Overall strength of project proposal;
6. Proposed Project Schedule;
7. Proposed Budget
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;
- 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.

## **Related Documents**

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

[The Town Historic Preservation Plan can be viewed at this link](#)

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

[The Town Climate Action Plan can be viewed at this link](#)

[The Town Transportation Mobility Plan can be viewed at this link](#)

[The Town Design Standards and Guidelines can be viewed at this link](#)

[The Town Zoning Code \(Article 22 - BOZAR\) 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 14<sup>th</sup> 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