



**CRESTED BUTTE  
PARKS | RECREATION  
OPEN SPACE | TRAILS**

## **REQUEST FOR PROPOSALS:**

# **Town of Crested Butte Parks, Recreation, Open Space & Trails Plan**

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**I. RFP TIMELINE**

January 29, 2025	RFP posted and <a href="#">can be viewed here</a>
February 12, 2025	Optional pre-proposal meeting for interested parties at 3:00 p.m. (via zoom)  Join Zoom Meeting <a href="https://us06web.zoom.us/j/83877900786?pwd=DIxbHHKUlqiIJxBlFaHYu3pzAWQzFj.1">https://us06web.zoom.us/j/83877900786?pwd=DIxbHHKUlqiIJxBlFaHYu3pzAWQzFj.1</a> Meeting ID: 838 7790 0786 Passcode: 392832
February 21, 2025	Inquiry deadline 5:00pm
February 25, 2025	Answers and/or addendums <a href="#">can be viewed here</a>
<b>February 28, 2025</b>	<b>Proposals due by 5:00 p.m.</b>
March 3 - 7, 2025	Staff review of proposals and interviews  *Hold for Interviews  Tuesday, March 4 <sup>th</sup> 3:00-5:00pm  Thursday, March 6 <sup>th</sup> 10:00-12:00pm
March 17, 2025	Applicant selection and contract approval by Town Council
March 18, 2025	Notice to proceed

**II. INTRODUCTION & BACKGROUND INFORMATION**

The Town of Crested Butte Parks, Recreation, Open Space and Trails Department (“PROST”) enriches the lives of residents and visitors through inclusive year-round recreational programming, conservation and stewardship of vital open spaces and trails, and access to diverse public park amenities. PROST promotes community connection, fosters collaboration, ensures a high quality of life, and protects the Upper East River Valley’s rich natural and cultural heritage.

PROST is a regional service provider for recreational programs and amenities in the Upper Valley. We work collaboratively with regional partners to:

- Acquire, manage and steward open spaces and trails
- Provide high-quality year-round recreational programming to meet the needs of a diverse community

- Provide a variety of public park facilities and amenities for the community

A [Parks and Recreation Regional Master Plan](#) was created in 2010. This Plan will serve as an update to the 2010 plan and will study the existing conditions of Town's PROST amenities and services, evaluate needs and priorities based upon projected growth in the community as identified in current development proposals, provide a community-driven reaffirmation of values, develop policies to align with our affirmed values, and collaboratively develop recommendations that align with current local, state, and regional planning efforts including:

1. **Gunnison County Metropolitan Recreation District Regional Master Plan (Met Rec Plan)** – Provides data on current community recreation needs and desires with specific North Valley recommendations. (Adoption of the Met Rec Plan is anticipated in early 2025 and a draft [can be viewed here.](#))
2. **Town of Crested Butte Community Plan (CP)** - (CP) establishes a long-term physical vision for the Town of Crested Butte (Town) that aligns with the community's values and strategic goals. The CP outlines a plan to improve Crested Butte's livability, functionality, and sense of community by leveraging the Town's development regulations and community resources to stimulate free market investment in community-serving housing, businesses, and non-profits. (The CP is in process and [can be viewed here.](#))
3. **Town of Crested Butte Transportation Mobility Plan (TMP)** - Presents strategies for the Town that de-emphasize cars and focuses actions on improving walking, biking, rolling, and transit. (The TMP was adopted in March 2024 and [can be viewed here.](#))
4. **Town of Crested Butte 2030 Climate Action Plan (CAP)** – This is the Town of Crested Butte's strategic plan to act on the urgency of climate change by setting the example of what is possible for mountain communities to take responsibility for our climate impacts and strategically drive down Crested Butte's GHG emissions. (The CAP was adopted in 2025 and [can be viewed here.](#))
5. **Town of Crested Butte Community Compass (Compass)** – In 2022, Crested Butte's Community Compass was created as the Town's comprehensive plan, guiding the community through its most pressing challenges with a strategic and coordinated approach. The Compass established four community core values—authentic, connected, accountable, and bold—that formulated a 5-year strategic plan and decision-making framework to navigate the Town's many complex challenges. All of the Town's planning processes and engagement efforts now follow the Compass framework, including this plan.(The Compass was adopted in 2022 and [can be viewed here.](#))

6. **Crested Butte South Parks Master Plan (CBS PMP)** – This is the parks plan for unincorporated CB South, a Property Owners Association with the second largest resident base in the county. (The CBS PMP was adopted in 2022 and [can be viewed here.](#))
7. **Town of Mt. Crested Butte Master Plan (MTCB MP)** – This plan seeks to balance the Town of Mt. CB’s goals of responsible growth, community housing, support of local businesses and base area vitality, while continuing their role as a resort community. (The MTCB MP was adopted in 2023 and [can be viewed here.](#))
8. **Gunnison County Corridor Plan (Corridor Plan)** – This plan will seek to support and enhance compact communities, agricultural operations, and protection of natural resources from Gunnison to Mt. Crested Butte. (The Corridor Plan is scheduled for 2025 and will occur concurrently with this Plan.)
9. **2025-2029 Statewide Comprehensive Outdoor Recreation Plan (SCORP)** - Governor Polis and Colorado Parks and Wildlife (CPW) released the 2025 Statewide Comprehensive Outdoor Recreation Plan, which outlines a path to ensure Colorado’s exceptional outdoor experiences remain world-class for current and future generations. (The SCORP was adopted in 2024 and [can be viewed here.](#))

### **III. GOALS & DESIRED OUTCOMES**

The PROST Plan will follow the framework and goals of the [Community Compass](#), ensuring its outcomes are grounded in the community’s values of being authentic, connected, accountable, and bold, and that the plan supports the Town’s strategic goals. This planning process will identify a specific challenge and goal statement to guide the PROST Plan, which will build on the following goals from the Compass five-year strategic plan:

1. Approach community challenges through active collaboration and public engagement.
  - a. Commit to utilizing the Compass decision-making and community engagement framework.
  - b. Work with our partners to find common ground and develop a shared framework for regional collaboration.
  - c. Lead by example and develop a framework to guide the Town’s regional recreation, trails, and open space considerations and commit to expending resources outside of the Town.
2. Accommodate growth in a way that maintains the Town’s and Valley’s rural feel.

- a. Align the Town’s open space acquisition and land banking priorities with a regional land use strategy to be identified in the upcoming 2025 corridor plan.
3. Enable people who live and work here to thrive.
  - a. Assess the functionality and accessibility of Town facilities and leverage them to better meet the community’s needs.
4. Retain the unique character and traditions of Crested Butte.
  - a. Ensure that Crested Butte’s parks, amenities, and recreational programs reflect Crested Butte’s authentic character and spirit.
5. De-emphasize cars and focus on walking, biking, and transit.
  - a. Evaluate the design and functionality of the Town’s parks and public spaces for improved social connections for the community.
  - b. Prioritize and support innovative transit solutions to improve connectivity between communities while ensuring Highway 135 functions well as a two-lane rural road.
6. Continue to passionately care for our natural surroundings.
  - a. Increase protections for the Coal Creek and Slate River watersheds.
  - b. Evaluate the Town’s funding for visitor education to promote stewardship.
  - c. Concentrate recreational investments near our population centers and facilitate opportunities to access nature without a car.
  - d. Actively steward our open spaces and trails including restoration, maintenance, and education programs.
  - e. Leverage real estate transfer tax funding to support collaborative land conservation and recreation initiatives.
7. Act on the urgency of climate change and prepare for the changes we expect from it.
  - a. Integrate climate action into all Town regulations, operations, and capital investments and commit the necessary resources to do so.
  - b. Increase resiliency in the Town’s infrastructure and built environment, including source water protection, drought resistance, and wildfire mitigation considerations.

Specific outcomes of the PROST Plan include:

1. Department-wide:
  - a. Define the Town’s role as a provider of parks, recreation, open space and trails within the Valley and within the context of other providers in the region.
  - b. Understand and define how PROST initiatives align with the MetRec, SCORP, Transportation, Climate Action, Community, Corridor, Mt. CB, and CB South plans.

- c. Affirm the mission and values of PROST and use these values to prioritize initiatives for the next 10 years.
  - d. Create a metric to determine appropriate levels of service and associated amenities that should be considered when evaluating new development proposals.
  - e. Create an action plan and strategy with timeline for recommendations identified through the planning process prioritizing maintenance and renovation of existing facilities over new construction.
  - f. Update our cost recovery model and philosophy.
2. Parks:
- a. Evaluate and inventory existing park and recreation facilities and amenities and provide recommendations for capital projects and priorities necessary to accommodate current and future needs in the community based upon current use and anticipated residential projects and community growth.
  - b. Evaluate the financial and staffing impacts of recommended additional facilities and include potential maintenance costs for both PROST and the Facilities division.
3. Recreation:
- a. Evaluate and inventory existing recreational programming and provide recommendations for additional/expanded programs needed to accommodate growth in the community based upon current plans for increased residential development, potential future needs, and alignment with values.
4. Open Space:
- a. Create a definition of open space including priority areas, conservation values, strategic goals, and acceptable uses of open space and dedicated Real Estate Transfer Tax (RETT) funding.
  - b. Develop a strategy to guide the Town over the next ten years in the management, acquisition, and stewardship of open space properties.
  - c. Develop a decision-making process for the establishment of priorities and strategic investment of open space funds.
  - d. Define the Town's role in working with partners on the acquisition and management of open space.
5. Trails:
- a. Evaluate and inventory existing Town-owned or maintained trails and trailhead infrastructure and provide recommendations for additional trails, trail connections, and trail/trailhead improvements with priority placed on non-motorized access from Town.
  - b. Evaluate pedestrian and bike connections in Town and create a plan for enhanced connectivity.
  - c. Define the Town's role and priorities as an easement holder of trails on lands not owned by the Town.

- d. Formalize the Town’s policy on commercial use of trails.
- e. Create a policy for motorized use on Town owned or maintained trails.

#### **IV. SCOPE OF WORK**

*The following scope of work demonstrates the Town’s intent. Consultant Teams are welcome to suggest alternative scopes of work if they achieve similar products as presented below and the stated desired outcomes.*

##### **Role of Town Staff**

Town of Crested Butte staff will coordinate with the consultant team to manage the project and complete the documented scope of services contained herein. Town Staff will prepare agendas, schedule, organize, and facilitate all Advisory Committee and stakeholder meetings. Staff will create and manage a project webpage.

##### **Role of Consultant Team**

The consultant will provide support and guidance throughout the project, including support with meeting preparation and facilitation, creation of meeting materials (i.e. draft documents, maps, presentation materials, etc. provided in both Office and InDesign formats where appropriate) and take notes during meetings. Bi-weekly project management coordination meetings via Zoom with staff will be expected. A list of anticipated meetings and deliverables for each phase is described below. The consultant team is also expected to provide monthly invoicing, meeting notes, and progress reports with a summary of work completed to date.

##### **Role of Advisory Committee**

An Advisory Committee has been formed to guide the plan development, which will include one Town Council member, five community members representing diverse perspectives, and five members of Town Staff. The Advisory Committee will meet with the Consultant Team regularly throughout the project and will be present at community events.

*The scope will follow the “five-step guide to making value-minded decisions” as outlined in the Compass.*

##### **Step 1. Understand the challenge and define the goal. (March – May 2025)**

This first step should concentrate on research, data collection, and analysis. This should include:

- Review of the local, state, and regional plans listed on pg. 3-4 of this RFP
- An in-depth review of the Met Rec Plan and associated data and community survey results
- Review of the [2010 Parks and Rec Regional Master Plan](#)
- Review of the existing policies, services, and amenities offered by PROST

- Review of the [comprehensive bilingual survey](#) completed by 238 respondents seeking community input on the Compass Navigation plans
- Research metrics on parks, recreation, and trails levels of service for new populations as it relates to future development

***Step 1 Expected Meetings:***

- March (In-person) – Tour of Crested Butte and internal project kickoff meeting with Town Staff and review of relevant Town plans
- April (can be Zoom) – Plans alignment meetings with community partners (Met Rec, CB South, Mt. CB)
- May (can be Zoom) – Advisory Committee Meeting – Advisory Committee Kickoff Meeting - Presentation of draft challenge and goals statement

This phase will culminate in a thorough **understanding of the challenge and a definition of the goal of the PROST Plan.**

***Step 1 Anticipated Consultant Deliverables:***

- Memo summarizing regional plans and key takeaways as related to the PROST plan and associated data
- Memo reviewing and summarizing PROST’s existing policies, services, amenities, and funding, summarized for each division: Department wide, Parks, Recreation, Open Space, Trails (the Town will provide baseline GIS data, recreational program analytics, funding sources, and other internal data. The consultant will be expected to produce maps and a memo summarizing the key takeaways of this review)
- Draft metrics on parks, recreation, and trails levels of service
- Preparation of meeting materials including slide decks, graphics, etc.
- Draft challenge and goal statements (collaboratively developed between Town staff, consultant team, advisory committee)

***Step 2. Commit to a community engagement strategy. (June – August 2025)***

Step 2 will introduce **an extensive community outreach strategy** designed to engage a diverse audience and should include:

- Targeted stakeholder and focus group interviews to offer diverse perspectives with specific focus on identifying challenges and opportunities. Interviews should include representatives from local club sports and non-profits, the Crested Butte Community school, open space and trails partners, and PROST program participants and staff.
- Two community parties/outreach events

***Step 2 Expected Meetings:***

- 1 Advisory Committee Meeting in early June (can be Zoom) to coordinate Step 2 actions



- 2 full days of in-person meetings to conduct stakeholder interviews, facilitate community outreach events, and coordinate with the Advisory Committee

***Step 2 Anticipated Consultant Deliverables:***

- Preparation of questions and notes for stakeholder interviews
- Community outreach events materials preparation including presentation development, creation of outreach boards, and preparation for engagement activities. (Town will provide event coordination and marketing. Consultant will provide material and facilitate activities)

**Step 3. Define success measures. (August – September 2025)**

The feedback and insights gathered in Steps 1 and 2 will be synthesized to **develop measures of success**. The draft goal statement and success measures will be confirmed with the Town Council.

***Step 3 Expected Meetings:***

- 1 Advisory Committee Meeting (can be Zoom) - Wrap up of outreach and define success measures
- 1 Zoom meeting with Town Council to affirm goal statement and success measures

***Step 3 Anticipated Consultant Deliverables:***

- Draft list of success measures and refined challenge and goal statements (collaboratively developed between Town staff, consultant team, and advisory committee).

**Step 4. Create alternatives and filter them through the success measures. (September – December 2025)**

In this step, alternative approaches to meeting each of the five outcome areas (Department-wide, Parks, Recreation, Open Space, and Trails), will be refined and prioritized by filtering the approaches through the success measures. These alternative priorities should be developed and vetted with the Council, community, and Advisory Committee. A community meeting to provide input on draft alternatives should be included. These efforts should culminate in the **creation of alternatives that have been filtered through our success measures**.

***Step 4 Expected Meetings:***

- 3 Monthly Advisory Committee Meeting (can be Zoom)
- Community outreach meeting (may be combined with a monthly Advisory Committee meeting)
- 1 Zoom meeting with Town Council to review revised goal statement and success measures within the context of the recommended priorities

***Step 4 Anticipated Consultant Deliverables:***

- Memo and presentation summarizing recommended alternative priorities for each outcome area of the plan including an evaluation of how they meet or don't meet the success measures: Department-wide, Parks, Recreation, Open Space, Trails
- Community outreach events materials preparation including presentation development, creation of outreach boards, and preparation for engagement activities. (Town will provide event coordination and marketing. Consultant will provide material and facilitate activities)

***Step 5. Make decisions based on informed consent. (January – April 2026)***

In the final step, the refined alternatives from Step 4 will be summarized and publicized into the draft PROST Plan, where additional community outreach will refine the alternatives into priorities. Additional feedback will be gathered through a comment period and stakeholder presentations. The feedback will be integrated to develop the draft alternatives into a refined plan including PROST priorities, recommendations, and implementation plan for the five focus areas. This plan will be considered for adoption using the **informed consent decision-making model** by the Crested Butte Town Council.

***Step 5 Expected Meetings:***

- 1 Advisory Committee Meeting (can be Zoom)
- 1 Stakeholder Presentation Meeting to prioritize draft alternatives (In-Person)
- 1 In person meeting with Town Council to present draft plan

***Step 5 Anticipated Consultant Deliverables:***

- Development of draft plan document, with a Word format and InDesign format that is ADA accessible
  - The draft plan should include alternatives for each of the 5 focus areas
  - The draft plan should include at least one revision round for staff and advisory committee edits
- Development of feedback survey on the draft plan and summary of results including refinements to make for the plan (Town will help distribute and market the survey)
- Refined draft plan document that includes feedback results, which refines the alternatives in recommendations for each of the 5 focus areas
- Delivery of final plan including Office, InDesign, and PDF files

## V. 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). **Interested parties should review the contents and requirements of this RFP and submit their responses no later than 5:00 p.m. on February 28, 2025.**

Responses should be provided electronically in PDF format to Janna Hansen, PROST Director, at [jhansen@crestedbutte-co.gov](mailto:jhansen@crestedbutte-co.gov).

Questions can be directed to Janna Hansen at (970) 349-5338 x 110 or [jhansen@crestedbutte-co.gov](mailto:jhansen@crestedbutte-co.gov).

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

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

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

- Background of your firm/project team and experience with parks, recreation, open space, and trails planning processes
- Your values and strengths as a firm
- Your experience working with similar communities
- A description of your previous experiences working on similar projects and how they have informed your approach to planning
- Specific and recent examples of challenges you have seen in similar communities and the solutions you recommended
- A compelling demonstration of why the Town should select your firm/project team

#### **2. Understanding & Approach:**

- Describe your firm's familiarity with the Town of Crested Butte
- Describe the significant project elements you anticipate
- Describe critical concerns the Town and community should address, as well as proposed solutions
- Describe how your firm would carry out this process using the Compass decision-making framework
- Describe your approach to community involvement and working with stakeholders
- Provide a detailed scope of work indicating key tasks and assumptions. The Town is interested in proposals that follow and build on the Compass framework but is open to creative additions or changes from the scope described above.

### **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:**

- Provide a proposed organizational chart, including interface with Town staff
- Describe the proposed team members and their experience with plans of this kind
- Describe project team experience in developing plans and engaging the community and provide examples of previous work applicable to this project
- Indicate team member availability to work on this project
- Indicate the location of team members performing work
- Provide three references from 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, marketing, estimated travel costs, and costs of public meetings\*. The Town has budgeted \$150,000 for this project.

*\*The Town will provide free meeting space, printing, and marketing for all necessary meetings.*

## **VI. EVALUATION CRITERIA AND REVIEW PROCESS**

Selection of the consultant will be made by the Crested Butte Town Council at their meeting on March 17, 2025. Town staff will provide a consultant 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. Successful history and experience with past planning 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
8. References

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

## **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 project, 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!*

**APPENDIX A**

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: Janna Hansen, PROST Director  
507 Maroon Ave  
Crested Butte, CO 81224  
(970) 349-5338 x110

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: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**

**CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS' COMPENSATION  
LAW AND ACKNOWLEDGEMENT OF  
RISK/HOLD HARMLESS AGREEMENT**

("Consultant") certifies to the Town of Crested Butte ("Town") that it is exempt from the provisions of the Colorado Workers' Compensation Act.

If Consultant has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers' compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers' compensation coverage on such persons prior to their start of work for the Town.

Consultant acknowledges that it will be engaging in activities which exposes it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Consultant and others will be taken. Consultant shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Consultant agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONSULTANT:

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

The foregoing Certificate of Exemption From Statutory Workers' Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ by \_\_\_\_\_.

(Insert name of individual signing on behalf of Consultant)

**EXHIBIT C**  
**INSURANCE CERTIFICATE**