

RESOLUTION NO. 10

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN
COUNCIL APPROVING THE AWARD OF A CONSULTING
SERVICES CONTRACT TO SOCIUMDIGITAL FOR THE
CONSTRUCTION OF A WEBSITE FOR THE CRESTED
BUTTE CREATIVE DISTRICT FOR AN AMOUNT NOT TO
EXCEED \$7,000.00

WHEREAS, the Town of Crested Butte, Colorado (the "Town") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and politic under and by virtue of the Constitution and laws of the State of Colorado;

WHEREAS, the Town has been designated a certified Colorado Creative District in 2016;

WHEREAS, the Gateway Internet Corp., dba SociumDigital responded to the Town's request for qualifications for website design services consultants for the construction and maintenance of a website for the Crested Butte Creative District; and

WHEREAS, the Town Council, upon receiving a recommendation from Town Staff that the Gateway Internet Corp., dba SociumDigital meets the Town's qualifications set forth in its request for qualifications, desires to award a consulting services contract to Gateway Internet Corp., dba SociumDigital in an amount not to exceed \$7,000.00.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THAT:

1. **Findings.** The Town Council hereby incorporates the recitals set forth above as its conclusions, determinations and findings of fact herein.
2. **Award; Authorization.** The Town Council hereby awards the consulting services contract for the construction of the Crested Butte Creative District's website to Gateway Internet Corp., dba SociumDigital in an amount not to exceed \$7,000.00. The consulting services contract shall be in the form attached hereto as **Exhibit "A."** The Town Manager is hereby authorized to execute the consulting services contract in substantially the same form as attached hereto.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO THIS 6th DAY OF March, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: Glenn Michel
Glenn Michel, Mayor

ATTEST

By: 
Lynelle Stanford, Town Clerk



EXHIBIT "A"

Consulting Services Agreement

[attach form of agreement here]

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (this "Agreement") is made effective this 1st day of March, 2017 by and between the **TOWN OF CRESTED BUTTE, COLORADO**, a Colorado home rule municipality (the "Town") with an address of 507 Maroon Avenue, P.O. Box 39, Crested Butte, Colorado 81224 and **GATEWAY INTERNET CORP. DBA SOCIUM DIGITAL** ("Consultant") with an address of 7464 Grand Lake Drive, Seven Valleys, PA 17360.

RECITALS:

A. The Town desires to obtain website development services from Consultant for the design, construction and maintenance of the Crested Butte Creative District website (the "Project").

B. Consultant provides professional consulting services to the public and is fully qualified to perform the consulting services needed by the Town in connection with the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the Town and the Consultant agree as follows:

I. SCOPE OF SERVICES

A. General.

Consultant shall provide web development for development of a web site (the "Site") that the Town desires to make available on a global computer communications network known as the Internet as set forth herein.

B. Specific Duties and Responsibilities.

In connection with the Project, Consultant shall undertake the duties and responsibilities and provide the services described in Appendix "A," captioned "Scope of Work" which is attached hereto and made a part hereof.

C. Extra Services.

Upon the express written request of the Town, Consultant shall perform services beyond the scope of the duties and responsibilities described in Appendix "A." Consultant shall charge the Town for such extra services, if any, in accordance with the provisions of Subsection IV.B.

D. **Documents.**

1. All information, work notes, reports, documents, computer programs (non-proprietary), computer input and output, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, analyses, tests, maps, surveys or any other materials, whether or not paid for wholly or in part by the Town and whether or not developed in conjunction with the Town or not (including all copyright and other proprietary or intellectual property rights) used or developed for the Project are, shall be and shall remain the sole and exclusive property of the Town. Consultant agrees to provide documents and any other materials developed for the Project regardless of medium in an electronically editable format. Consultant shall not provide copies of any material prepared pursuant to this Agreement to any other party without the prior written consent of the Town.

2. The Town grants to Consultant, and Consultant accepts from the Town, a non-exclusive, worldwide, royalty-free license during Consultant's performance of the services contemplated under this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, copy, prepare derivative works from, distribute perform, display and use any Town Property in connection with the Site and/or Consultant's performance under this Agreement.

II. **COOPERATION BY THE TOWN**

The Town will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, programs, deliverables, versions, proposals and other information and documents prepared by Consultant, and shall inform Consultant of all decisions that it has made that would affect Consultant's work under this Agreement as soon as reasonably feasible. The Town will inform Consultant of any pending change or revision to the Project as soon as reasonably feasible. The Town will provide Consultant with current updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. **SCHEDULE**

Consultant's services are anticipated to be provided in accordance with the detailed project schedule set forth in **Appendix "A."** The Town shall advise Consultant in writing of each change in the schedule as soon as feasible, and Consultant shall thereafter adjust the timing of its services so as to comply with the revised schedule. Consultant shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. **AMOUNT OF PAYMENTS TO CONSULTANT**

A. **Aggregate Limits.**

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the Town to Consultant pursuant to this Agreement shall not exceed the sums set forth in **Appendix "A."**

B. Specific Charges.

The Town will pay Consultant on the basis of the payment terms set forth in Appendix "A."

C. Inspection of Records.

Upon reasonable, advance request, the Town may inspect and copy any or all records of Consultant that would bear on any amounts charged to the Town pursuant to this Agreement.

V. TIME OF PAYMENTS TO CONSULTANT

Consultant shall bill their charges to the Town periodically, but no more frequently than once a month. Each bill shall contain a brief description of the services provided and an itemization of direct expenses for each task.

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the Town may withhold any payment (whether a progress payment or final payment) to Consultant if any one or more of the following conditions exists:

A. Consultant is in default of any of its obligations under this Agreement.

B. Any part of such payment is attributable to services that are not performed according to this Agreement (the Town will pay for any part thereof attributable to services performed according to this Agreement).

C. Consultant has failed to make payments promptly to any third parties used in the services, if any, for which the Town has made payment to Consultant.

D. The Town, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to Consultant until Consultant, at its sole cost, performs a sufficient portion of the Project or task so that the Town determines that the compensation then remaining unpaid is sufficient to complete the Project or task.

E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve Consultant of any of its obligations under this Agreement.

VII. CONSULTANT'S DUTIES

A. Abilities, Qualifications, Experience and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the Town and Consultant agree and acknowledge that the Town enters into this Agreement relying on the special and unique professional abilities of Consultant to accomplish the Project. Consultant accepts the relationship of trust and confidence established between them and the Town by this Agreement. Consultant covenants with the Town to use its best efforts. Consultant shall further the interests of the Town according to the Town's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

Consultant represents, covenants, and agrees that they have and will undertake no obligations, commitments or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the Town. In case of any conflict between interests of the Town and any other entity, Consultant shall fully and immediately disclose the issue to the Town and shall take no action contrary to the Town's interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultant is retained to provide information and advice to the Town that includes confidential data, proprietary information, work product and other privileged or confidential information that is protected under pertinent laws and Town policies. In order to maintain the fact and appearance of absolute objectivity, loyalty and professionalism, Consultant shall not, without the prior written consent of the Town, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any Town agency on any pending matter while they are under contract to the Town;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the Town.

To the extent that the Town provides written consent for the disclosure of information or authorizes the making of public statements, the Town may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultant agrees to comply with

those conditions. This provision shall not preclude Consultant from providing information to law enforcement officials in connection with any criminal justice investigation.

D. **Quality of Services; Warranty.**

Consultant represents, covenants and agrees that all of the services that it will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement. Consultant warrants to the Town that: (i) Consultant has the right and authority to enter into and perform its obligations under this Agreement; and (ii) that the Site, upon delivery to the Town shall conform substantially to **Appendix "A."**

E. **Accuracy of Work.**

Consultant represents, covenants, and agrees that its work will be accurate and free from any material errors. Consultant additionally represents, covenants, and agrees that the planning for the Project will conform to all foreseeable uses thereof. Town approval shall not diminish or release Consultant's duties, since the Town is ultimately relying upon Consultant's skill and knowledge.

F. **Duty to Warn.**

Consultant agrees to call to the Town's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures and other data supplied to Consultant (by the Town or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultant shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so by the Town. Nothing shall detract from this obligation unless Consultant advises the Town in writing that such data may be unsuitable, improper or inaccurate and the Town nevertheless confirms in writing that it wishes Consultant to proceed according to the data as originally given.

G. **Attendance at Meetings.**

Consultant shall attend such meetings on the work required by this Agreement as the Town requires. The Town will give reasonable notice of any such requirement so that Consultant may schedule and attend.

H. **Efficiency.**

Consultant represents, covenants and agrees to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the Town.

I. **Books and Records.**

Consultant shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. Consultant shall make them available for the Town's inspection at all reasonable times. Consultant shall retain such books and records for at least three years after completion of the Project.

J. **Payment of Bills.**

Consultant shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. **TERMINATION**

A. **Termination for Breach.**

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, Consultant shall promptly deliver to the Town all drawings, computer programs, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by Consultant, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the Town, Consultant will be paid for all services rendered to the date of termination, except those services which, in the Town's judgment, constituted the grounds, in whole or in part, of the notice of termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the Town to Consultant under this Agreement shall cease.

B. **Termination for Convenience.**

In addition to the foregoing, this Agreement may be terminated by the Town for its convenience and without cause of any nature by giving Consultant written notice at least seven days in advance of the termination date. In the event of such termination, Consultant will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the Town to Consultant under this Agreement shall cease. Furthermore, in the event of such termination, Consultant shall promptly deliver to the Town all drawings, computer programs, computer software (in object or source code form), script, programming code, data, HTML code, protectable elements and derivative works thereto, trademarks, images, illustrations, graphics, multimedia files, text, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind

generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

Without terminating this Agreement or breaching its obligations hereunder, the Town may, at its pleasure, suspend the services of Consultant hereunder. Such suspension may be accomplished by giving Consultant written notice one day in advance of the suspension date. Upon receipt of such notice, Consultant shall cease their work in as efficient a manner as possible so as to keep their total charges to the Town for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the Project Manager. The Town recognizes that suspension and subsequent reactivation may inconvenience Consultant and will endeavor to provide advance notice and minimize its use. After a suspension has been in effect for thirty days, Consultant may terminate this Agreement at will.

X. LAWS TO BE OBSERVED

Consultant shall be cognizant of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction over the same, and shall defend, at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the Town against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its subcontractors, agents, or employees.

XI. PERMITS AND LICENSES

Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

Consultant shall hold and save harmless the Town from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the Town for any costs, expenses, and damages, including court costs and attorneys' fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIII. TABOR; COLORADO CONSTITUTION, ARTICLE X, SECTION 20

Notwithstanding other provisions in this Agreement to the contrary, the parties understand and acknowledge that the Town is subject to Article X, § 20 of the Colorado Constitution (TABOR).

- A. The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement.
- B. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the parties' current fiscal period ending upon the next succeeding December 31.
- C. Financial obligations of the parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with ordinances and resolutions of the responsible party and other applicable law.

XIV. INDEPENDENT CONTRACTOR

The relationship between Consultant and the Town is that of an independent contractor. Consultant shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. Consultant shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the Town. No employee or officer of the Town shall supervise Consultant. Consultant is not entitled to workers' compensation benefits and is obligated to directly pay federal and state income tax on money earned under this Agreement.

XV. INDEMNIFICATION

Consultant shall be responsible for all damages to persons or property caused by them, their agents, subcontractors, employees or representatives which may arise from their negligent or wrongful performance of this Agreement, and shall indemnify, hold harmless, and defend the Town and its officers, agents and employees from any claim or action brought by reason thereof. As part of this obligation, Consultant shall compensate the Town for the time, if any, spent by its counsel in connection with such claims or actions at the rates generally prevailing among private practitioners in the Town of Crested Butte for similar services. Consultant's obligation to indemnify the Town as set forth in this Agreement shall survive the termination or expiration of this Agreement. In addition, the Parties acknowledge that all such liabilities, claims and demands made by third parties shall be subject to any notice requirements, defenses, immunities, and limitations of liability that the Town and its officers, directors and employees may have under the Colorado Governmental Immunity Act and under any other law.

XVI. INSURANCE

A. Consultant agrees to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

1. Workers' Compensation and Employers' Liability

- a) State of Colorado: Statutory
- b) Applicable Federal: Statutory
- c) Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- d) Waiver of Subrogation

2. Commercial General Liability

- a) Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
- b) Personal & Advertising Injury Limit \$1,000,000
- c) Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

3. Professional Liability (errors and omissions)

- a) Each Claim/Loss: \$1,000,000
- b) Aggregate: \$1,000,000

The Town may require that this coverage remain in place for one year after the project is complete.

4. Commercial Automobile Liability Limits

- a) Bodily Injury & Property Damage Combined Single Limit \$1,000,000
- b) Medical Payments per person \$ 5,000
- c) Uninsured/Underinsured Motorist \$ 100,000

Coverage is to be provided on Business Auto, Garage, or Truckers form. Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

B. Coverage.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the Town or its insurers. All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The Town reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that Consultant substitute another insurer that is reasonably satisfactory to the Town. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect Consultant, its agents, employees and representatives, from claims for damages for personal

injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of Consultant, its agents, employees, and representatives in the performance of the services covered herein.

C. **Additional Insureds.**

All Insurance policies (except Workers Compensation and Professional Liability) shall include Town of the Town of Crested Butte and its elected officials and employees as additional insureds as their interests may appear. The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. **Automobile Coverage.**

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

E. **Claims-Made Policies.**

If coverage is to be provided on Claims Made forms, Consultant must refer policy to the Town Attorney's Office for approval and additional requirements. In the case of any claims-made insurance policies, Consultant shall procure necessary retroactive dates, "tail" coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

F. Consultant shall not cancel, materially change, or fail to renew required insurance coverages. Consultant shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to Consultant, the Town may procure such insurance and deduct its cost from any sum due to Consultant under this Agreement.

G. **Certificates.**

Certificates showing that Consultant is carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the Town prior to the execution of this Agreement by the Town. Consultant, or Consultant's insurance broker, shall notify the Town of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. Consultant shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

H. **Non-Waiver.**

The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and

protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

Consultant shall certify that it shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Consultant represents, warrants, and agrees (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify or the Department Program; (ii) that Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while services under this Agreement are being performed; and (iii) if Consultant obtains actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, Consultant shall be required to:

a) Notify the subcontractor and the Town within three days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant further agrees that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If Consultant fails to comply with any requirement of this provision or section 8-17.5-101 *et seq.*, C.R.S. the Town may terminate this Agreement for breach and Consultant shall be liable for actual and consequential damages to the Town.

XVIII. INTEGRATION

This document constitutes the entire agreement between the Town and Consultant and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XIX. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XX. AMENDMENT IN WRITING

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

XXI. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the County of Gunnison, State of Colorado.

XXII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the Town or Consultant receiving services or benefits under this Agreement is an incidental beneficiary only.

XXIII. NO WAIVER

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

XXIV. AUTHORITY

Consultant warrants that the individual executing this Agreement is properly authorized to bind Consultant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

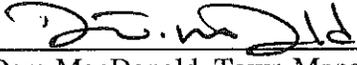
CONSULTANT:

SOCIUMDIGITAL

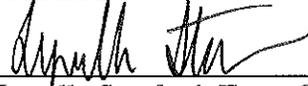
By: 
Name: Shawn A. Boksan
Title: Owner/CEO

TOWN:

TOWN OF CRESTED BUTTE, COLORADO

By: 
Dara MacDonald, Town Manager

ATTEST:


Lynelle Stanford, Town Clerk

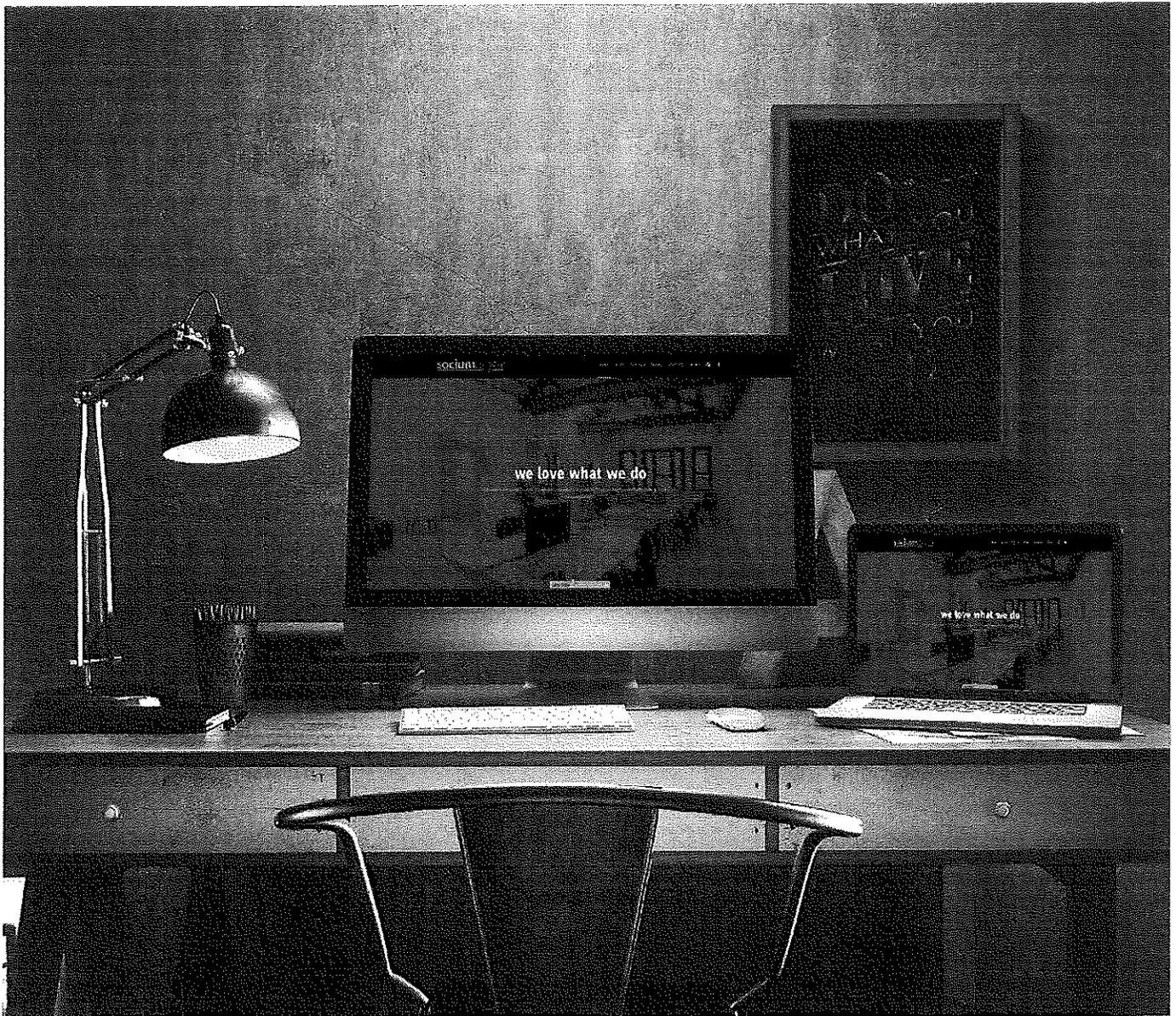
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APPENDIX "A"

Scope of Work

[attach letter here]



PROJECT PROPOSAL

WEBSITE DESIGN & DEVELOPMENT FOR: Crested Butte Creative District

February 13, 2017

Crested Butte Creative District
Attention: Michael Yerman
507 Maroon Avenue, Town Hall
Crested Butte, CO 81224

Mr. Yerman,

Thank you for giving us the opportunity to submit a proposal for the Crested Butte Creative District website redesign & maintenance project.

Our team is thrilled at the possibility of working with CBCD to extend world-class visual design to your top tier pages and consistency to your web presence. We've reviewed your goals, and believe that our outstanding strategy and design skills and broad experience will make us a great interactive partner for you.

SociumDigital, established in 1996 as a graphic design studio, has transformed into a digital design agency focused on transforming how people think about and experience a product, activity, company or place. Our design philosophy is simple: inspire, innovate and create.

We integrate Information Architecture (IA), User Experience (UX), User Interface (UI), planning, graphic design, brand strategy and old fashioned hard work around a clearly articulated idea. Each assignment begins with thoughtful research, intelligent deduction and collaboration with our clients.

We are known for undertaking complex, brand-driven, collaborative, multidisciplinary projects. Our work has helped clients integrate design into their strategic thinking, realize their business goals, develop memorable brands and create value.

If selected, we would view CBCD as a valued partner, whom we would be invested and deeply committed. Our goal is to give CBCD a clean, fresh, responsive website that will stand out as one of the best websites in the non-profit sector. The site will be a digital representation of the best CBCD has to offer, resulting in more traffic, increased engagement and improved user experience.

Sincerely,



Shawn A. Boksan, CEO
SociumDigital

215-913-7889
shawn@sociumdigital.com
www.sociumdigital.com

PROJECT OVERVIEW

This project proposal outlines the design and development process of a new website and content management system (WordPress) for Crested Butte Creative District (CBCD).

The document provides:

- A summary of our website redesign process; and
- A high-level overview of our proposed development for the new website

WHY SOCIUMDIGITAL

A successful web site is about marketing, generating revenue/attention, and maximizing brand equity. SociumDigital utilizes a team of knowledgeable, creative business and marketing professionals, copywriters, graphic designers and programmers. The benefits of your services or products should be clearly seen with the use of crisp, clean content and imagery, attractive format, responsive design with easy-to-use navigation.

An ever-changing online environment

New trends, technologies, expectations, etc., demand that your site be interactive and constantly updated. Having a static site is a sure way to end up in the web site wasteland. Customers want to see new information, news, reviews, products and services, success stories, blog entries, press releases, pictures, and more. Google places a high value on pages that are updated frequently and on newly added Web pages. To keep up with the rapid pace of technological change and customer expectations, SociumDigital has a full suite of web tools and ideas to enhance your online image.

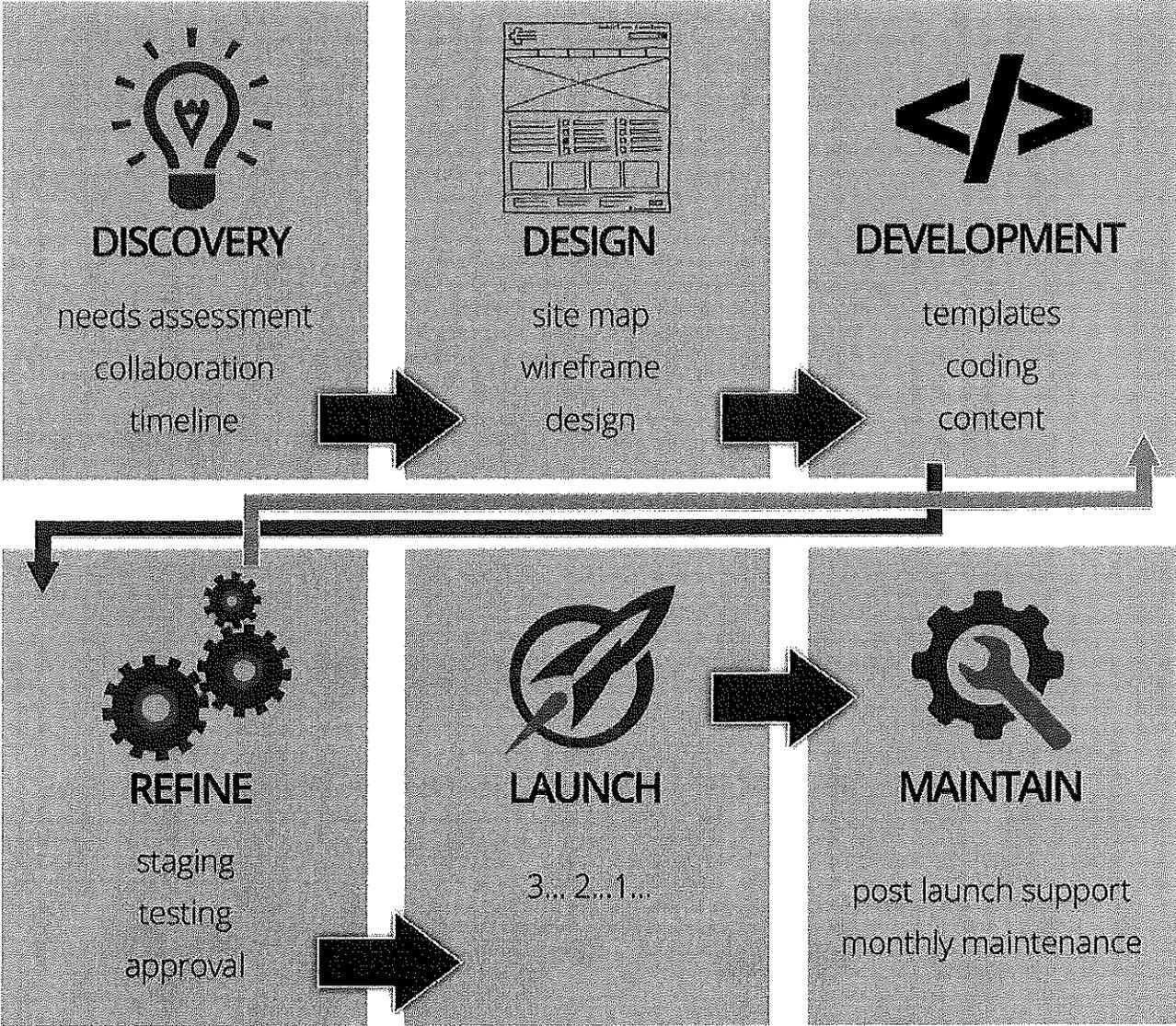
A customizable approach that works — for brand exposure and search marketing

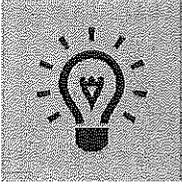
SociumDigital has watched the Internet emerge as a new media and grow from a novelty to the world's most influential marketing and communication tool. We have used our design and marketing experience to pioneer new ways to brand companies using both traditional and new media.

All sites are NOT created equal

There is a HUGE disparity in design and coding among various web sites. Given the abundance of "template-style" sites and "web shops" with little to no marketing/design expertise, it is hard for companies to realize the value and impact that a well-designed web experience can have on customers and on the company's success. At SociumDigital, our goal is to make our customers money and drive brand awareness.

OUR PROCESS



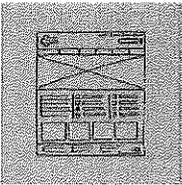


PHASE 1: DISCOVERY

The discovery phase (also called requirements gathering) is an essential part of the development life cycle and it is often overlooked with not enough ground work done upfront. Many experienced project managers would agree that if the requirements are identified correctly and early in the project cycle, that alone would result in reducing the project's delivery date. The detail of the requirements has a large role to play in the overall success of the project.

The goal is to clarify scope and verify that all parties are on the same page prior to beginning production. Another benefit of the discovery phase is that certain technical challenges may surface from these discussions. This stage is typically performed through a series of meetings involving the client's most critical and knowledgeable stakeholders.

During this phase, all aspects of the project will be discussed and defined.



PHASE 2: DESIGN/SITE ARCHITECTURE (IA)

SITEMAP

Creating the sitemap ensures that you've considered all the key pages in the site. A sitemap is a list of website pages accessible to the end user showing their relationship to each other and defining how the sites overall navigation should be structured, typically organized in hierarchical fashion.

WIREFRAMES

Based on discovery, SociumDigital will develop two (2) unique wireframes. A wireframe is a simple visual guide to demonstrate what your web page will "look like". It suggests the structure of a page, without using any graphics or text. A website wireframe will show the entire site structure. Once the wireframe is approved we will move to the design phase.

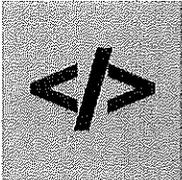
DESIGN

After wireframe approval SociumDigital will provide two (2) unique design composites (comps/proof) for the Home Page and one relevant Back Page to demonstrate the overall look and feel for your website. We will present those comps to CBCD for review following the process below:

SociumDigital will present design comps for the home page:

- The CBCD team will review the proofs and submit revisions, comments, and ideas
- SociumDigital will present design revisions based on comments provided by the CBCD team
- the CBCD team will review revised proofs and submit revisions, comments, and ideas
- SociumDigital will present final design comps based on based on comments provided by the CBCD team
- The CBCD team approves final design in writing/email
- SociumDigital will repeat this process for the back page(s), then move into development

NOTE: Any revisions request made after the steps outlined above or approval of the home page, back page or any subsequent page templates will result in added cost based on our change order policy. SociumDigital will not proceed with additional out of scope work without written client approval. Should all revisions stop or temporarily hold production, SociumDigital is not held responsible for delivery of website on the original timeline.

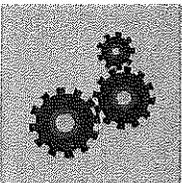


PHASE 3: DEVELOPMENT

Once the design phase is completed and approved SociumDigital will proceed to development. Our team produces high quality highly semantic HTML5 code. We can provide either CSS (or sass that compiles down to CSS) depending on your company's needs. Pages are coded to degrade gracefully on sub-optimal browsers.

In production & development we will/may perform the following:

- Home Page, Back Page, Contact Form Design (Depending on the site – may include blog/ecommerce page designs also category view, product view, blog etc.)
- HTML Slicing
- CMS install, customization, build out (if necessary)
- Content migration
- 301 redirects (if necessary)
- Setup of web analytics (if necessary)
- Testing & deployment
- External DB connectivity and testing

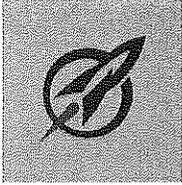


PHASE 4: REFINE

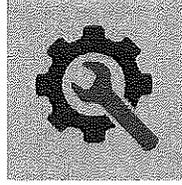
All code will be created following best practices and tested to work with current and the previous version of the following browsers:

- Chrome
- Firefox
- Internet Explorer (IE9 - current)
- Safari Desktop
- iOS Safari

We see many users still using outdated versions of Internet Explorer so we recommend coding for older versions of that browser. Due to limited features in older version, we use the practice of graceful degradation where advanced features degrade to work in old browsers (e.g. curved corners may appear square and color gradients may be a solid color). There is an additional fee for explicit support of older browsers.



PHASE 5: LAUNCH



PHASE 6: MAINTENANCE

PROJECT TECHNICAL SCOPE

For ease of use and enabling the CBCD team to edit the website effectively, SociumDigital recommends developing the website on the WordPress CMS platform. SociumDigital recommends this solution based on the needs and functionality that is desired/required by CBCD.

WordPress is a user friendly, easy to use yet robust platform. Using WordPress will allow CBCD to perform regular website updates with minimal assistance from SociumDigital. This will enable CBCD to have more control over the sites content.

WEBSITE OVERVIEW

Below is an outline of items that will be included in the CBCD web development project

- Logo Area
- Content (Existing Site Content)
 - SociumDigital will use the existing website content. All content will be extracted from the existing CBCD website and populated to the new website "as is". SociumDigital can provide content writing services as an addendum to this proposal
- Navigation
- Homepage Image Slider (HERO)
- Member Only Area/Interactive Directory
- Cultural Calendar
- Web Form Portal with Database access: <http://sociumdigital.com/formpro/>
- Search Function
- Video Playback
 - Ability to playback all hosted videos via YouTube, Vimeo etc.
- Social Media Integration – Like, Share, Email etc.
- Home Page Bucket Areas - CBCD will have the option of placing three bucket areas on the homepage, below are a list of examples:
 - News
 - Learn More
 - Contact Us
 - Upcoming Events
- Footer - CBCD will have the option of placing three bucket areas in the footer, below are a list of examples:
 - Address
 - Contact Information
 - Social Media Links
- Contact Pages – Ability to route contact pages to specific individuals/departments
- Responsive Design - Website will be optimized for viewing on all mobile devices e.g. smartphones, tablets, desktops, etc. (Android, Windows, iOS)

EXTERNAL DATABASE OVERVIEW

The new CBCD website will have the ability to connect to outside databases via API. SociumDigital will work with MicroNet to establish a connection to the ChamberMaster membership system.

ECOMMERCE FUNCTIONALITY

N/A

TRAINING

SociumDigital will provide two (2) hours of WordPress training via web as well as manuals and/or screen cast videos. Additional training time may be allocated based on the needs of the CBCD team. Training time will not exceed 5% of the overall project budget.

ASSUMPTIONS

CBCD will provide SociumDigital all user names and passwords to all relevant data systems, websites, domain host etc., that is necessary.

All support issues will be reported using SociumDigital's support ticket system: <https://support.sociumdigital.com> or by sending an email to support@sociumdigital.com

All project communication, timelines etc., will be tracked using SociumDigital's online project management system: <https://proworkflow6.net/SociumDigital>

ITEMS NOT INCLUDED

- Logo Design/Rebranding
- Dynamic weather page widget and content
- Live Video Streams
- Media Page with downloadable photo library
- Ongoing SEO
- Photography/Videography Services
- Additional wireframe layouts
- Additional design layouts
- Additional design revision rounds

HOSTING SERVICES

SociumDigital will host the CBCD website in our off-site facility. We will provide managed WordPress hosting and security as outlined below.

- **FEATURES**

- Unlimited email addresses (dependent on storage), webmail, and email forwarding
- 1 WordPress Install (additional installs for a small fee)
- Server Control Panel (cPanel)
- Server Firewall: Our first layer of security (prevents brute force attacks)
- Web Application Firewall: Our second layer of security (reviews every web request for suspicious activity)
- Managed Perimeter Firewalls (for security)
- Daily cPanel backup
- WordPress Easy Restore Automatic Backup (offsite storage on Amazon S3)
- Up to 30 databases – HTML, PHP, SQL and most major online languages
- Periodic Manual Archival Backups
- Periodic Security, WordPress and Plugin review and updates if required

- **SECURITY AND BACKUP**

- We monitor every website for uptime and performance, 24/7
- All websites are backed up, off-site, daily/weekly/monthly
- Perimeter and web application firewalls (WAF) are actively managed to reduce the threat posed by potential hackers. Managed WordPress Hosting includes additional security features to help prevent costly website issues.

ESTIMATED PROJECT TIMELINE*	
CONTRACT AWARD DATE	No Later Than: March 6, 2017
INITIAL DEPOSIT RECEIVED DATE	No Later Than: March 14, 2017
PROJECT KICK OFF MEETING DATE	No Later Than: March 24, 2017
PROJECT START DATE	No Later Than: March 27, 2017
ANTICIPATED LAUNCH DATE	May 9, 2017

*A detailed timeline with milestones will be produced once all CBCD and SociumDigital team members' schedules have been established.

Your project will be managed using our online Project Management System to ensure accuracy and communication. CBCD must provide a list of approved individuals (full name & email address) that will require access. Any communication made outside of our system can/may cause delay, missed milestones & deadlines.

Please disclose any events that may delay scheduling prior to acceptance of the project timeline. After the timeline is approved, should there be any CBCD events, vacations, trade shows, etc., that put your project on hold for more than two (2) weeks the timeline will be adjusted based on availability.

PRICING OUTLINE	
WEBSITE DEVELOPMENT COST	\$6,560.00
WEBSITE HOSTING COST (Annually) Hosting charges may increase based on final website site size and required bandwidth.	\$200.00
TOTAL PROJECT COST Includes all items outlined in the Project Technical Scope	\$6,760.00

PAYMENT OPTION 1		
PAYMENT TYPE	DUE DATE	AMOUNT
1/3 – (plus hosting fees)	Contract Acceptance	\$2,386.00
1/3	Mid-Point	\$2,187.00
1/3	Launch	\$2,187.00

PAYMENT OPTION 2		
PAYMENT TYPE	DUE DATE	AMOUNT
1/3 - (plus hosting fees)	Contract Acceptance	\$2,386.00
Installment Payment 1	April 6, 2017	\$1,093.50
Installment Payment 2	May 6, 2017	\$1,093.50
Installment Payment 3	June 6, 2017	\$1,093.50
Installment Payment 4	July 6, 2017	\$1,093.50

CHANGE ORDERS

Any events, additional developments, or excessive revisions that require added work beyond the outlined project scope above will be considered an addendum to the project and priced accordingly. Additional work will not commence without the written approval of CBCD.

TERMS AND CONDITIONS

CBCD has final approval responsibility for all work submitted by SociumDigital. SociumDigital shall not be held responsible for any errors or omissions. CBCD is responsible for all legal services needed to insure proper use of work in this project. It is understood that use of any materials without full payment to SociumDigital for materials purchased and services rendered is in violation of federal copyright laws. It is understood that full payment allows CBCD usage of only the chosen design and technologies for this specific project. Further use of the materials produced by SociumDigital for this specific project will be subject to a licensing agreement, and it is understood that SociumDigital will receive a written request to use these materials. Should CBCD cancel the project during its course, CBCD will be billed only for the portion of the project completed as of that date.

Should CBCD have specific billing instructions and requirements, we request this information be submitted in writing with the return of the signed copy of this proposal. An interest charge of one and one-half percent (1.5%) will be payable on all balances that remain unpaid thirty (30) days after date of invoice.

REFERENCES

Elbeco Incorporated

Meggan Werkheiser, Marketing Manager

610-921-0651 x1909
mwerkheiser@elbeco.com
www.elbeco.com

Career Wellness Partners

Barbara Berger, CPC, CCC
Certified Career Coach

484-862-9523
www.careerwellnesspartners.com

PROPOSAL ACCEPTANCE

As the authorized party representing Crested Butte Creative District, I agree to have SociumDigital fulfill the services as outlined, and accept the fees described above.

CRESTED BUTTE CREATIVE DISTRICT REPRESENTATIVE

Print: _____

Sign: _____

Title: _____

Date: _____

***** NOTHING FOLLOWS *****