Town of Silverton

Request for Proposal (RFP) for Accessory Dwelling Unit Feasibility Study

Date: August 4, 2026
Question Deadline: August 11, 2026
Submittal Deadline: August 18, 2026, 5:00PM

Introduction

The Town of Silverton, Colorado (Town) is seeking Proposals from qualified consultants (Consultant) experienced and interested in providing a feasibility study for Silverton's lot constraints and overlay districts This scope of work is part of Town's initiative to encourage ADU development in Silverton to support the expansion of housing choices and opportunities, funded through the Department of Local Affairs (DOLA) Accessory Dwelling Unit Grant (ADUG) and the Colorado Housing and Finance Authority. Interested firms are invited to submit one (1) electronic copy of the Proposal by **5:00PM on Tuesday, August 18, 2026,** to:

Town of Silverton
Attn: Anne Chase
Housing Director
achase@silverton.co.us

Questions or requests for additional information should be sent in writing by 5:00PM on August 11, 2026, to Anne Chase, Housing Director: achase@silverton.co.us.

Amendments to the RFP

The Town reserves the right to amend this RFP by an addendum at any time prior to the date set for receipt of Proposals. Addenda or amendments will be posted on the Town website (www.townofsilverton.colorado.gov) as soon as available. It shall be the responsibility of the Consultant to include any modifications to the project proposal from all addenda. If revisions are of such a magnitude to warrant, in the Town's opinion, the postponement of the date for receipt of proposals, an addendum will be issued announcing the new date.

Purpose

The Town of Silverton ("Town") is seeking a qualified consultant or firm ("Consultant") to conduct an Accessory Dwelling Unit (ADU) Feasibility Study for residential lots within Town limits. Silverton has identified ADUs as a tool to expand its limited housing supply, provide workforce and long-term resident housing options, and make efficient use of existing infrastructure and platted lots.

The Town's Land Use Code establishes dimensional standards, including setbacks, lot coverage, height, and minimum/maximum square footage, that govern where and how large an ADU may be built on a given lot. Because Silverton's lots vary in size, shape, existing structure placement, slope, and access, the feasibility of adding an ADU differs from parcel to parcel. The Town needs a systematic, parcel-level analysis to understand this variation across its housing stock.

The purpose of this Feasibility study is to produce feasibility analysis (delivered as a report and/or a reusable analytical tool) that evaluates lots within Silverton for ADU development potential, accounting for existing structures, required setbacks, and applicable minimum/maximum square footage and other dimensional constraints under the Silverton Land Use Code.

Proposers should understand that the Consultant's analysis will be used by architects to design pre-approved ADU Plan Sets. The findings of the feasibility analysis will influence the design of these plans to make them as applicable as possible to the parcels in Silverton.

This project has a fixed budget of $5,500 (not to exceed). The Town will supply existing parcel and zoning GIS data available for the Consultant's use.

Project Objectives

- Inventory buildable residential lots in Silverton and characterize each for detached ADU development potential.
- Translate the Land Use Code's relevant dimensional standards (setbacks, height limits, lot coverage/FAR, minimum and maximum ADU square footage, parking, and any overlay or historic district requirements) into a consistent, parcel-level analytical framework.
- Account for existing structures (primary residence footprint, garages, sheds, and other improvements) and site conditions (easements, slope, access, utilities, floodplain, and similar constraints) that reduce buildable area.
- Identify, for each lot, the maximum feasible ADU footprint.
- Aggregate parcel-level results into Town-wide findings that identify the most common buildable envelope(s) - e.g., typical maximum footprint, depth, width, and height achievable across the largest share of lots.
- Deliver the analysis in a format the Town can reuse or update as the parcel data or Land Use Code changes over time.

Scope of Services

1. Use the Town's existing GIS parcel and zoning data to run a setback/overlay analysis against existing structure footprints to determine buildable area and maximum feasibility for detached ADU footprint.
2. Summarize Town-wide results in a concise report with recommendations for at least 3 building envelopes (footprint, height, configuration) that would be buildable on the largest practical share of Silverton lots.
3. Deliver the underlying analysis as a GIS project file and/or alternative tool that Town staff can reuse or update with code amendments.

Project Timeline

Proposed Project Schedule

August 4th	Post RFP
August 11th	Questions/Request for Additional Information due

August 18th	**Proposals due 1:00 PM**
August 21st	Interviews (if necessary)
August 25th	Consultant Selected
September 1st	Services Agreement Execution & Project Start

Submission Requirements

The Town invites qualified Consultants to submit Proposals for Silverton's ADU Feasibility Study. The submittal should include the following:

1. Cover Letter - firm/individual overview, primary contact, and a statement of interest.
2. Understanding of the Project - the proposer's understanding of the Town's goals and the relationship between the feasibility study and the future pre-approved plan set.
3. Proposed Methodology and Scope - approach to each task in Section 3, including proposed tools/software and data sources.
4. Schedule - proposed timeline and milestones, not to exceed 2 months from Notice to Proceed; note any opportunities to shorten the schedule.
5. Team Qualifications and Relevant Experience - resumes/bios and at least two relevant project examples, with references.
6. Fee Proposal - a not-to-exceed fixed fee or detailed hourly rate schedule with an estimated total, broken out by task.
7. Deliverable Samples (optional but encouraged) - examples of similar feasibility reports, GIS tools, or zoning analyses.

Selection Process

The Town reserves the right to reject any and all proposals. The successful Consultant will need to execute a Professional Services Agreement with the Town.

RFP submissions will be evaluated based on the ability to meet the requested services and cost considerations. A Selection Committee will select up to three (3) proposals to be presented to the Board of Trustees.

Evaluation Criteria

Total Points: 100

1. Proposed methodology: 30

2. Relevant experience and qualifications of team: 25
3. Schedule: 15
4. Fee proposal: 20
5. Quality of references and past deliverable samples: 10

Legal and Administrative Provisions

- The Town of Silverton reserves the right to reject any or all proposals.
- All materials submitted become of public record.
- If selected to work with the Town, the Consultant must provide proof of liability and professional insurance coverage.
- The Contractor will operate as an independent consultant and not an employee of the Town of Silverton.

Attachments

I. Sample Professional Services Agreement Template

I. AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2026 (the "Effective Date"), by and between the Town of Silverton, a Colorado municipal corporation with an address of 1360 Greene Street, Silverton, CO 81433, (the "Town"), and _____, an independent contractor with a principal place of business at _____, CO _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

B. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference.

C. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

B. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of

Services to the satisfaction of the Town, or until terminated as provided herein.

C. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor $77,800. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the Town.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of

any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq. ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq. ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq.; the Clean Water Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned

by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

    1. Worker's Compensation insurance as required by law.

    2. Commercial General Liability insurance with minimum combined single limits of $1,000,000 each occurrence and $2,000,000 general aggregate. The policy shall be applicable to all premises and

operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of $1,000,000 each claim and $2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including

attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. MISCELLANEOUS

A. *Governing Law and Venue*. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in San Juan County, Colorado.

B. *No Waiver*. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town

shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration*. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

E. *Notice*. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability*. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Third Parties*. There are no intended third-party beneficiaries to this Agreement.

H. *Modification*. This Agreement may only be modified upon written agreement of Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity*. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies*. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies,

or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation*. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SILVERTON, COLORADO

_____
James Harper, Mayor

ATTEST:

_____
Melina Marks, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ____ day of _____, 2026, by _____ as _____ of _____.

My commissioner expires: _____.

_____
Notary Public

EXHIBIT A

SCOPE OF SERVICES