



REQUEST FOR PROPOSAL

To Provide

Professional Services

For

Vail 2021 Traffic Counts

Town of Vail
Department of Public Works
Vail, Colorado

REQUEST FOR PROPOSALS
by:
TOWN OF VAIL
DEPARTMENT OF PUBLIC WORKS
December 7, 2021

ADVERTISEMENT AND NOTICE OF INVITATION

REQUESTS FOR PROPOSAL AVAILABLE:

Request for Proposal, including response submittal requirements for:

Vail 2021 Traffic Counts

Will be available for download online at the following web address: www.vailgov.com. All proposers who download the RFP must register with Tom Kassmel at tkassmel@vailgov.com to be added to the plan holder's list and receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Tom Kassmel at the above e-mail address by December 14, 2021 by 4:00 pm.

RESPONSE INFORMATION:

Proposals are due by **4:00 PM** local time..... **December 17, 2021**

E-mailed or Delivered to:

Town of Vail
Department of Public Works
1309 Elkhorn Drive
Vail, Colorado 81657
Attn: Tom Kassmel, PE
E-mail: tkassmel@vailgov.com

RFP Questions deadline at 4:00 pm local time.....December 14, 2021

Contract Award (Anticipated)December 22, 2021

General Project Description

The Town of Vail, Colorado is seeking proposals for professional services to complete traffic counts at various intersections within Vail, CO; including 7 roundabouts.



**Invitation for:
Request for Proposal
To Provide Professional Services
For
Vail 2021 Traffic Counts**

December 7, 2021

General Scope of Work

The Town of Vail, Colorado is seeking proposals for professional services to complete traffic counts at various intersections within Vail, CO; including 7 roundabouts.

Work Duration

The time period for all work described in this scope of work covers the period from approximately December 27, 2021 – January 28, 2022

Authorization to Proceed

Work shall not commence until written Notice to Proceed is received by the Consultant.

Scope of Work

Collect traffic counts and turning movements for the following locations in accordance with the following tasks. It is anticipated that the traffic counts and the peak traffic will be generated on **Thursday December 30, 2021**.

Tasks

1. Collect all day counts (7am-6pm) with turning movements at the seven (7) Vail roundabouts, the East Vail Interchange, and the Vail Health T-Intersection. Identify Peak AM and PM hour at each.
 - a. Vail Town Center Roundabouts (Exit 176): (2) Roundabouts; North & South
 - b. West Vail Roundabouts (Exit 173): (2) Roundabouts; North & South
 - c. Sandstone Underpass Roundabouts (MP 174.5): (2) Roundabouts; North & South
 - d. New Vail Health Roundabout (MP 175.5): (1) Roundabout
 - e. East Vail Interchange (Exit 180): (2) Interchange intersections; North & South
 - f. Vail Health Intersection: T-Intersection; Right-in/Right-Out only

2. Collect AM and PM peak hour intersection turning movement counts along the South Frontage Road based on the peak hours of the Vail Town Center South Roundabout:
 - a. Main (East) Ford Park Parking Lot access (all movements)
 - b. Two additional Ford park accesses (left and right ins and outs, no through traffic)
 - c. Vail Valley Drive (all movements)
 - d. Main Vail Parking Structure Accesses – four total (left and right ins and outs, no through traffic)
 - e. Village Center Drive (all movements)
 - f. Municipal Center (Right-In/Right-out)
 - g. Four Seasons Access (left and right ins and outs, no through traffic)
 - h. Lionshead Parking Structure (all movements)
 - i. East Lionshead Circle (left and right ins and outs, no through traffic)
 - j. West Lionshead Circle East (all movements)
 - k. West Lionshead Circle West (left and right ins and outs, no through traffic)
 - l. Forest Road (all movements)
 - m. Westhaven Drive (all movements)

3. Collect AM and PM peak hour intersection turning movement counts along the South Frontage Road based on the peak hours of the West Vail South Roundabout:
 - a. Donovan Pavilion/Park (all movements)
 - b. Matterhorn Cir. (all movements)
 - c. Gore Creek Drive (all movements)

4. Collect AM and PM peak hour intersection turning movement counts along the North Frontage Road based on the peak hours of the Vail Town Center North Roundabout:
 - a. Middle Creek Village Housing (left and right ins and outs, no through traffic)
 - b. Red Sandstone Road (all movements)

5. Collect AM and PM peak hour intersection turning movement counts along the North Frontage Road based on the peak hours of the West Vail North Roundabout:
 - a. Lions Ridge Loop (all movements)
 - b. Buffehr Creek Road (all movements)
 - c. City Market main access (all movements)
 - d. Six commercial access points (tee-intersections) between City Market and West Vail interchange (left and right ins and outs, no through traffic)

It is assumed that the peak traffic generation day will be Thursday December 30, 2021; and that this project will collect video data counts for each intersection for the entire day and that processing of the data will be done in accordance with the above requests. Based on the days traffic patterns, some data processing analysis may need to shift to accommodate additional hours at additional costs. The expectation is that the video data will be available to accommodate these additional requests if necessary.

Add-Alternate

Consultant shall also provide an add-alternate additional cost to have the cameras in place recording additional days including *Friday, December 31, 2021* and *Saturday, January 1, 2021*; along with hourly rates for data analysis processing.

Data Available

The Town of Vail has the following data for reference in this project:

1. Summary of 2012/13 Traffic Counts for reference
2. Roundabout Count sample for Vail Town Center (Main Vail) South Roundabout

Submittal Requirements

- A. Proposal submittals shall include one (1) signed electronic pdf copy which contain:
1. Cover sheet: The cover sheet shall list the name of the Consultant with names, email addresses and phone numbers of persons who may be contacted to answer questions. Also, the cover sheet shall state who prepared the submittal and how that person(s) can be reached.
 2. Qualifications: The Consultant qualification information shall include:
 - a. Professional resume stating qualifications to provide the services described herein. Include number of years in business, number of employees, location of office or offices, names of principals or employees who will complete the services. All proposed sub-consultants to be used for this contract must be listed and must provide the information addressed above.
 - b. References (three minimum) must be provided identifying each client, a contact person and the client's mailing address and telephone number for similar projects done by the personnel to be involved in these projects.
 3. Approach: Description of the approach to the project, noting project understanding, unique challenges, assessments, and project interpretation. Include intended deliverables, meetings, estimated milestone completion schedule and other project related information.
 4. Fee: Provide a total cost of proposal. Proposal costs shall be broken down by necessary tasks 1-5 and a cost for the Add-Alternate as described above.
 5. Schedule: Provide a specific timetable completion of the data processing and analysis
 6. Any reservations, conditions or constraints related to the request for proposals.

Submittal of Proposals

Address all submittals to the attention of:
Thomas Kassmel, P.E.
Department of Public Works and Transportation
1309 Elkhorn Drive
Vail, CO 81657
Phone: (970) 479-2235
Email: tkassmel@vailgov.com

The deadline for submittals is 4:00 pm December 17, 2021

General Conditions

Limitations and Award

This RFP does not commit the Town of Vail to award or contract, nor to pay any costs incurred, in the preparation and submission of proposals in anticipation of a contract. The Town of Vail reserves the right to reject all or any submittal received as a result of this request, to negotiate with all qualified sources, or to cancel all or part of the RFP. After a priority listing of the final firms is established, the Town of Vail will negotiate a contract with the first priority firm. If negotiations cannot be successfully completed with the first priority firm, negotiations will be formally terminated and will be initiated with the second most qualified firm and, likewise, with the remaining firms.

Selection

Initial evaluation will be based upon the qualifications of the applicant. The Town of Vail reserves the right to not interview, and to make final consultant selection based upon the qualification statements.

Equal Employment Opportunity

The selected consultant team will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

Contract Phasing

Proposed tasks within this RFP may be eliminated or expanded by the Town of Vail at any time due to the progression and sequencing of the scope of work.

LEGEND

XXX(XXX) = AM(PM) Peak Hour Traffic Volumes

X = Intersection Number

X = Traffic TAZ

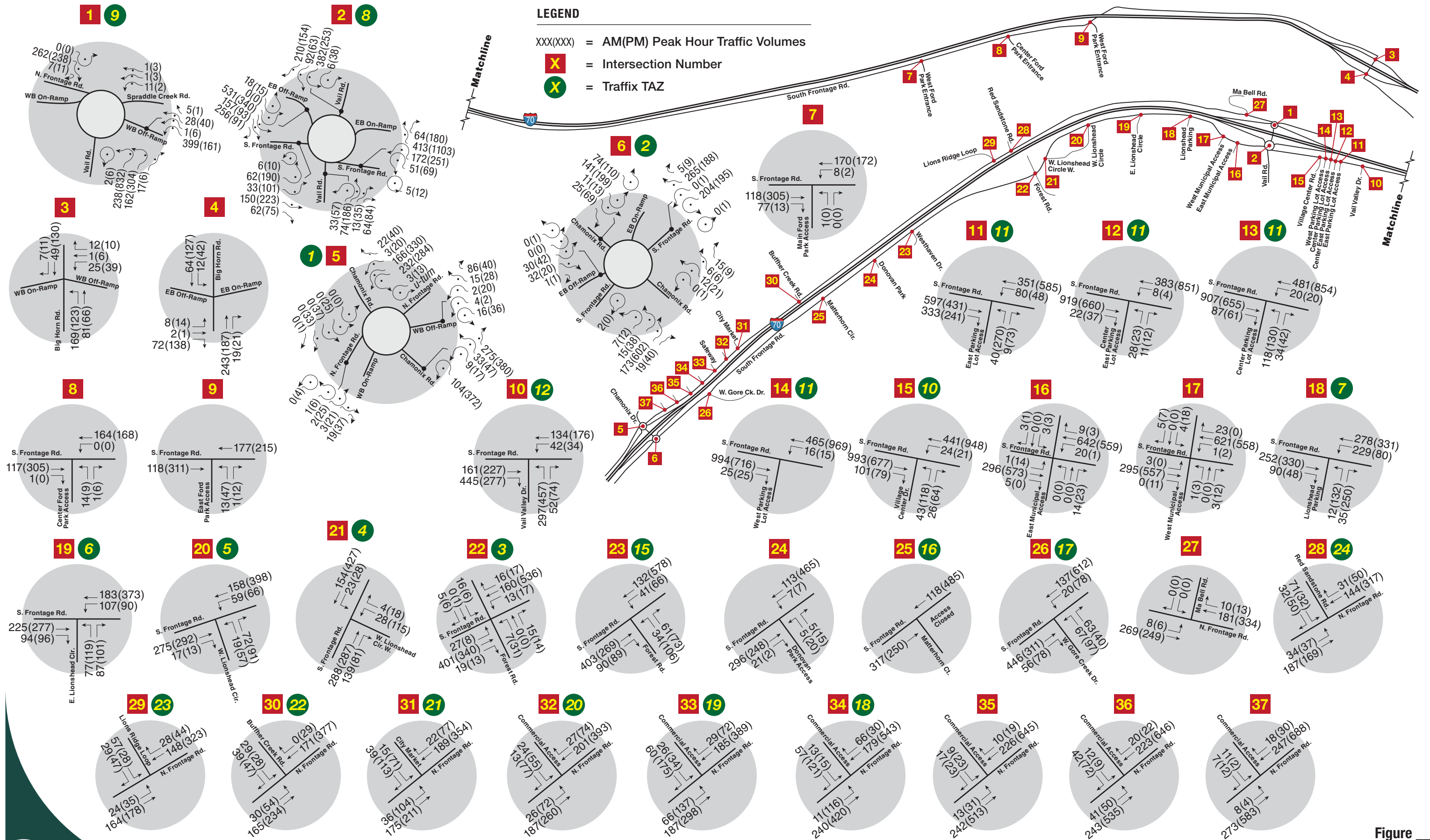
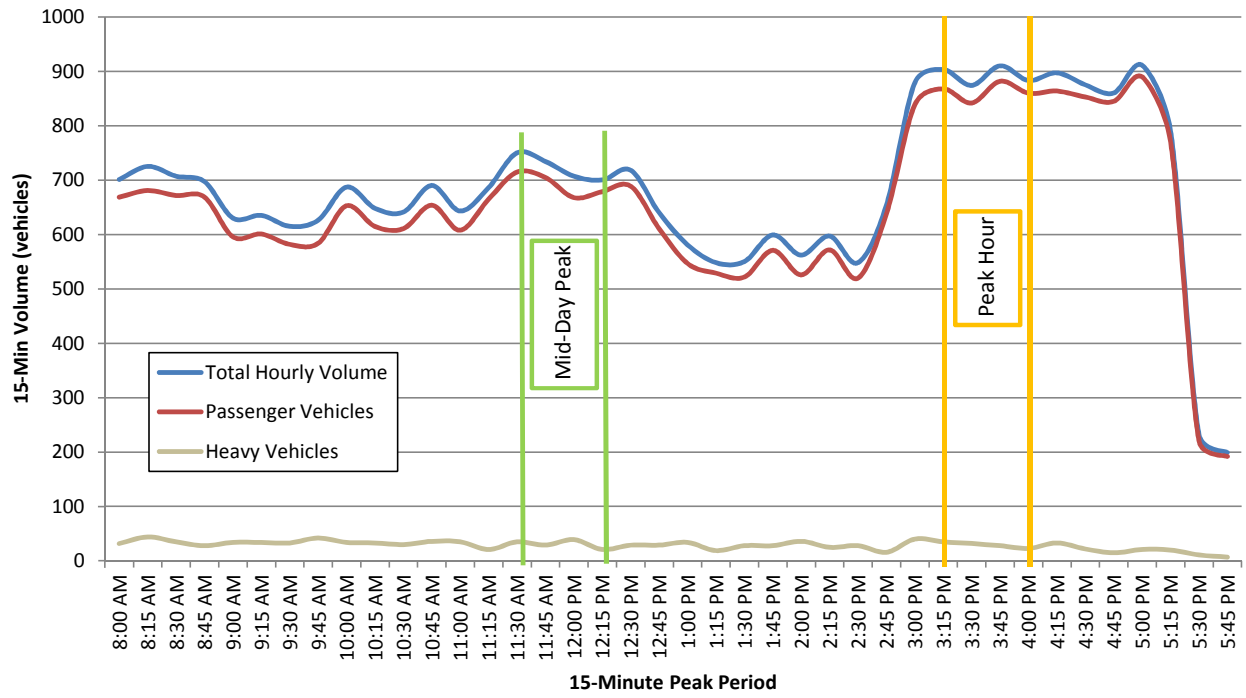
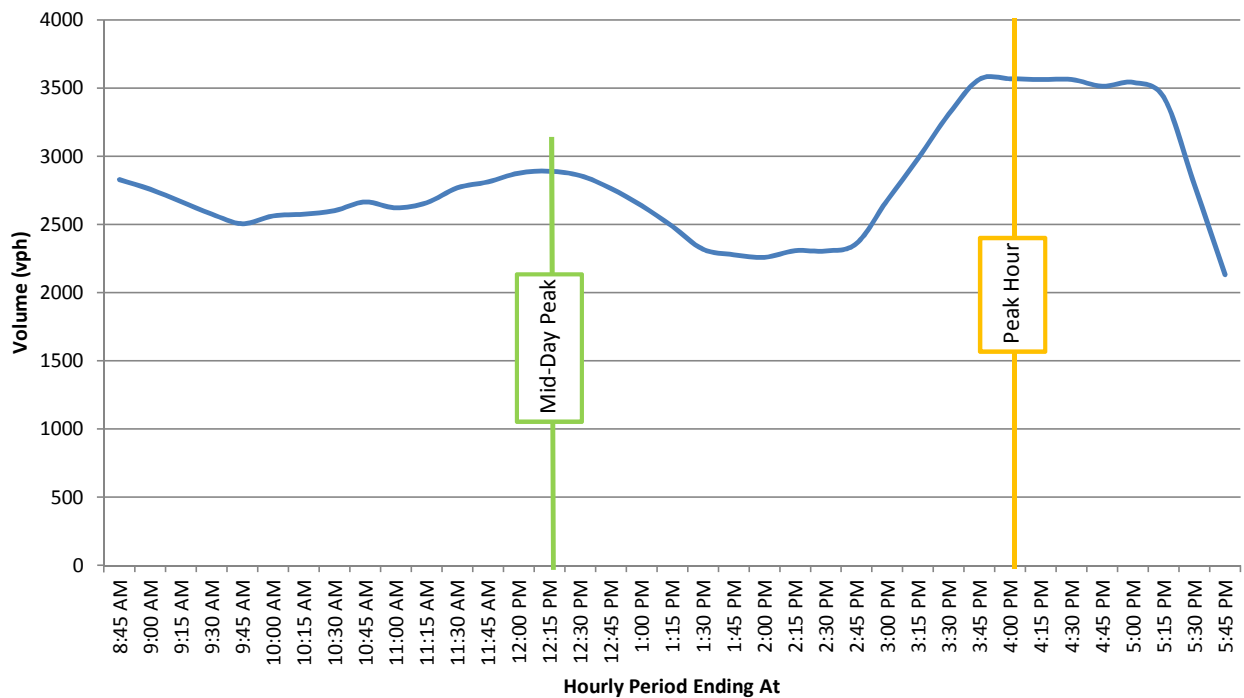


Figure __
Existing Peak Season Traffic

Intersection 15-Minute Volume Summary



Intersection Peak Hour Volume Summary



Start Time	Vail Road Southbound					South Frontage Road Westbound					Vail Road Northbound					South Frontage Road Eastbound					I-70 WB Off Ramp Westbound					15-Min Summary	Hourly Summary	Rank	HV %
	1st Right	2nd Right	3rd Right	4th Right	U-Turn	1st Right	2nd Right	3rd Right	4th Right	U-Turn	1st Right	2nd Right	3rd Right	4th Right	U-Turn	1st Right	2nd Right	3rd Right	4th Right	U-Turn	1st Right	2nd Right	3rd Right	4th Right	U-Turn				
8:00 AM	43	18	74			18	96	50	10	1	10	3	21	11	0	19	32	11	13	0	70	51	150		701			4.6%	
8:15 AM	59	22	115			11	100	36	11	1	17	4	18	4	0	17	37	4	11	2	75	42	139		725			6.1%	
8:30 AM	63	22	106			16	109	41	15	1	12	2	17	9	0	13	39	9	19	2	51	28	133		707			5.0%	
8:45 AM	45	30	87			19	108	45	15	2	25	4	18	9	0	13	42	9	19	2	60	36	109		697	2830	13	4.0%	
9:00 AM	38	9	79			21	104	36	16	0	8	5	18	5	0	14	43	7	23	2	48	43	111		630	2759	18	5.4%	
9:15 AM	47	18	82			31	105	50	22	0	8	3	25	9	0	4	38	15	15	3	35	37	88		635	2669	20	5.4%	
9:30 AM	38	23	74			21	110	42	15	0	11	7	27	9	0	14	46	7	20	1	47	19	84		615	2577	26	5.4%	
9:45 AM	25	12	69			26	124	44	8	6	13	5	28	13	0	10	31	13	26	2	40	24	107		626	2506	29	6.7%	
10:00 AM	36	11	120			28	126	32	14	7	11	6	16	9	0	23	48	11	23	1	45	25	95		687	2563	28	4.9%	
10:15 AM	36	8	76			35	140	37	14	5	16	2	42	9	0	9	36	19	17	2	49	21	75		648	2576	27	5.1%	
10:30 AM	56	4	60			26	132	47	16	8	11	8	30	11	0	15	38	13	19	1	40	35	71		641	2602	25	4.7%	
10:45 AM	67	4	73			42	129	52	18	7	14	14	38	10	0	14	35	12	21	5	38	33	64		690	2666	21	5.2%	
11:00 AM	39	24	55			26	167	42	5	1	17	4	41	9	0	17	49	8	29	2	20	34	54		643	2622	24	5.4%	
11:15 AM	54	19	74			46	131	54	5	0	29	8	30	11	0	17	48	18	23	1	34	29	55		686	2660	22	3.1%	
11:30 AM	40	25	69			38	167	50	0	0	12	9	48	12	0	24	53	10	28	3	39	47	76		750	2769	16	4.7%	
11:45 AM	35	27	53			31	182	66	1	0	30	9	39	14	0	21	40	13	30	1	35	23	84		734	2813	14	4.0%	
12:00 PM	44	19	63			47	148	74	15	1	16	16	31	14	0	14	49	16	34	3	16	22	65		707	2877	11	5.5%	
12:15 PM	33	23	46			33	164	75	19	4	21	3	36	10	0	28	40	12	21	2	24	44	62		700	2891	10	3.0%	
12:30 PM	39	26	62			33	172	46	11	5	18	6	45	14	0	15	54	15	27	1	29	23	77		718	2859	12	4.0%	
12:45 PM	27	20	64			28	162	47	13	2	23	8	30	12	0	12	37	14	22	2	19	28	70		640	2765	17	4.5%	
1:00 PM	36	20	46			22	113	23	8	1	16	9	52	16	0	24	53	13	22	4	17	25	61		581	2639	23	5.9%	
1:15 PM	28	22	58			23	97	36	7	2	19	3	44	16	0	18	35	19	29	0	21	26	45		548	2487	30	3.5%	
1:30 PM	33	21	53			26	86	24	10	1	19	9	49	11	0	14	34	12	36	4	23	20	65		550	2319	32	5.1%	
1:45 PM	25	22	46			22	106	38	6	1	17	9	47	18	0	29	31	12	27	1	24	27	91		599	2278	35	4.7%	
2:00 PM	22	20	49			21	91	52	9	7	20	6	46	13	0	20	35	17	37	1	19	22	55		562	2259	36	6.4%	
2:15 PM	30	19	62			16	110	50	13	8	20	4	39	8	0	20	36	20	33	2	18	30	59		597	2308	33	4.2%	
2:30 PM	22	16	52			12	86	52	11	5	14	12	28	9	0	24	37	24	46	2	20	14	62		548	2306	34	5.1%	
2:45 PM	38	21	65			11	98	59	17	7	22	8	45	17	0	17	52	21	39	5	26	32	54		654	2361	31	2.4%	
3:00 PM	38	16	67			59	237	60	20	8	28	8	42	15	0	18	72	27	40	2	26	21	75		879	2678	19	4.6%	
3:15 PM	59	20	66			43	228	61	21	1	20	7	47	12	0	20	62	28	56	3	27	30	92		903	2984	9	3.9%	
3:30 PM	39	16	66			53	255	51	13	3	22	11	40	15	0	15	63	25	39	3	21	25	99		874	3310	8	3.7%	
3:45 PM	22	12	62			39	302	72	21	4	27	7	41	16	0	21	65	16	50	1	31	16	85		910	3566	2	3.1%	
4:00 PM	34	15	59			45	318	67	14	4	15	10	58	14	0	19	33	32	45	3	12	22	64		883	3570	1	2.6%	
4:15 PM	19	15	69			60	265	61	14	2	15	7	65	16	0	27	58	34	32	7	23	28	80		897	3564	4	3.7%	
4:30 PM	21	24	50			43	309	48	12	3	16	3	51	5	0	14	85	43	28	3	27	34	56		875	3565	3	2.5%	
4:45 PM	20	18	56			50	312	54	12	1	6	3	55	11	0	15	77	42	19	7	19	27	56		860	3515	6	1.7%	
5:00 PM	18	17	44			31	385	63	16	0	10	9	37	6	0	18	94	18	48	1	10	24	62		911	3543	5	2.3%	
5:15 PM	27	19	38			36	255	59	12	0	30	7	60	10	0	17	67	16	39	0	13	19	66		790	3436	7	2.5%	
5:30 PM	0	0	0			0	8	1	0	0	21	6	63	15	0	0	52	19	42	3	0	0	2		232	2793	15	4.7%	
5:45 PM						1	0				19	8	43	14	0		59	13	40	2	0	0	0		199	2132	37	3.5%	

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2021 (the "Effective Date"), by and between the Town of Vail, a Colorado home rule municipal corporation with an address of 75 South Frontage Road, Vail, CO 81657, (the "Town"), and _____, an independent contractor with an address of _____, ("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

A. 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.

B. 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

A. 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.

B. 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 \$_____. 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, in effect now or anytime hereafter.

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. WORKERS WITHOUT AUTHORIZATION

A. *Certification.* Contractor hereby certifies that, as of the Effective Date, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a

subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. *Verification.*

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. *Duty to Comply with Investigations.* Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. *Affidavits.* If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. **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 Eagle 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 U.S. 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. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *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.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

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

TOWN OF VAIL, COLORADO

Scott Robson, Town Manager

ATTEST:

Tammy Nagel, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this
____ day of _____, 2021, by _____ as
_____ of _____.

My commission expires:

(SEAL)

Notary Public

EXHIBIT A
SCOPE OF SERVICES

Contractor's Duties

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

In performance of the duties described above, Contractor shall deliver the following items to the Town, during the timeframes established by the Town:

-

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Vail (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

***[To be completed only if Contractor participates in the
Department of Labor Lawful Presence Verification Program]***

I, _____, as a public contractor under contract with the Town of Vail (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public