



REQUEST FOR PROPOSAL

To Provide

Transportation Planning & Engineering Services

For

Vail Mobility & Transportation Master Plan

February 14, 2022

Town of Vail
Department of Public Works and Transportation
Vail, Colorado

REQUEST FOR PROPOSALS
by:
TOWN OF VAIL
DEPARTMENT OF PUBLIC WORKS
February 14, 2022

ADVERTISEMENT AND NOTICE OF INVITATION

REQUESTS FOR PROPOSAL AVAILABLE:

Request for Proposal, including response submittal requirements for:

Vail Mobility & Transportation Master Plan

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.

RESPONSE INFORMATION:

Proposals are due by **4:00 PM** local time..... **March 11, 2022**

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.....March 1, 2022

Contract Award (Anticipated)April 4, 2022

General Project Description

The Town of Vail Colorado is seeking proposals for professional transportation and engineering services to complete the Vail Mobility & Transportation Master Plan.

SECTION I. Introduction, Plan Goals and Purpose Statement

A. Introduction

The Town of Vail is seeking a consultant team to work with Town staff to complete an updated Mobility & Transportation Master Plan for Vail, Colorado, including facilitating a Public Input process and the approval and adoption of the document through the Town's Planning and Environmental Commission and Town Council.

B. Purpose Statement and Plan Goals

The purpose of this Master Plan is to update the Town's existing Transportation Master Plan based on the Town's visions and goals set within the Vail 20/20 Strategic Action Plan and updating goals where appropriate so that the Master Plan is relevant for the foreseeable future.

20/20 Transportation Vision

Vail is recognized as having a comprehensive transportation system and through continued redevelopment, has reinforced its transit-oriented lifestyle. Transit, walking, and biking are the major modes of travel along with extensive, multi-modal connections between major destinations. Those who choose to drive are welcomed with a well-maintained roadway system directing vehicles to Vail's managed parking areas.

Goods and service delivery are distributed through the town's dispersed loading and delivery system. Getting to and from Vail is safe and efficient. Connections throughout the intermountain area are seamless and a big factor in Vail's quality of life. Workers enjoy a one-hour commute from the Denver Metro area or Glenwood Springs in a reliable and environmentally friendly method, while residents and guests enjoy the same commute to Denver for work or visits to the many cultural venues and events. Convenient connections to the nearby airports make year-round travel to Vail easy from anywhere in the world. (Vail 20/20 Strategic Action Plan, 2007)



The goal of the Master Plan is to provide a guiding document which reflects the current community's vision, providing a document that will assist the Town in decision-making regarding the implementation of improvements to Vail's mobility and transportation network and facilities.

SECTION II. Background and General Scope of Work

A. Background

The Town of Vail is North America's Premiere International Mountain Resort Community. Vail is located approximately 100 miles west of Denver, CO in the Rocky Mountains. As

with many Colorado mountain resort towns, Vail is facing many growth-related mobility and transportation challenges. In order to best accommodate our residents and guests experience the Town is seeking a consultant team to develop a master plan that will accommodate growing needs, emerging technologies and all modes of transportation.

B. General Scope of Work

The Master Plan will specifically address all modes of transportation and associated networks and facilities. The Master Plan will include evaluating existing conditions and safety, determining future growth projections, developing and analyzing opportunities for improvement, and recommending improvements for vehicular, transit, parking, pedestrian, and bicycle infrastructure. In addition, the Master Plan will provide updates on other past transportation related topics and studies such as traffic calming and safety, loading & delivery, special event logistics, I-70 noise, future I-70 AGS/rail impacts, and the future potential for tunneling and/or capping of I-70. This Master Plan will be required to specifically focus on integrating all modes of travel recommendations with new and emerging technologies so that all mobility and transportation experiences throughout Vail are prepared for the future.

This project is a significant undertaking and sets significant goals for the town. Staff expects that this effort will take up to 2 years to complete. The process will include multiple overlapping/cyclical phases including, master plan visioning and goal setting, data collection and review, technical analysis and evaluation, public input and review, initial and final recommendations, PEC process, and Council adoption.

The consultant team will need to engage and collaborate with the town staff, residents, and guests to reconfirm and/or develop new goals that support the Town's vision. To be successful, the consultant team will need to be well versed in the town's existing transportation related documents, data, and resources, as well as on-going planning and development efforts, and be able to identify and provide any new resources and data that will need to be utilized. For reference and review a list of the town's Transportation Master Plans, their corresponding topics, as well as a list of various other transportation documents and resources that have shaped Vail's current transportation network and facilities can be found within this RFP. A list of on-going planning and development efforts that will also impact this master plan are also listed for review.

SECTION III: Scope of Professional Services

The successful consultant team will be required to guide the town through a Master Plan process that meets the transportation vision for the town. In 2007 the Town of Vail created the Vail 20/20 Strategic Action Plan which identifies a vision, goals, and actions for a range of critical transportation issues in Vail. Utilizing the 20/20 plan the selected consultant team will be expected to complete the following tasks as a part of the master plan.

1) Task 1: Review

- a. Review past Vail transportation documents, Master Plans, and the current on-going planning and development efforts to the extent that is necessary to complete each of the tasks below, and to understand Vail's current vision and goals so that they can be assessed, reconfirmed and/or updated during this master planning process. (see list of documents below)

2) Task 2: Vision and Goals

- a. Through an engaged collaborative public process utilizing public meetings and the www.engagevail.com platform, based on the town's vision, confirm and/or update the current transportation related goals for each of the tasks below.
- b. Based on the town's vision and developed goals complete tasks 3-13.

3) Task 3: Traffic & Improvement Recommendations

- a. Update traffic projections & intersection Levels of Service from the 2009 VTMP
 - 1. Document and summarize the traffic counts from 2019 & 2021 in order to update the existing conditions, traffic count exhibits, and levels of service exhibits within the VTMP.
 - 2. Update traffic projections by reviewing the statewide growth projections and trends and by working with town staff on updating local development projections and trends
 - 3. Update projected future levels of service and traffic models (Update the existing TRAFFIX model or create a new equivalent model)
- b. Update recommended Frontage Road Improvements
 - 1. Re-evaluate previous road/intersection improvements based on the new projections. Provide alternative recommendations if deemed appropriate
- c. Evaluate and document traffic patterns and accident history and identify possible improvement opportunities
- d. Update the Access Management plan to reflect any recommended changes.

4) Task 4: Transit

- a. Identify transit opportunities to increase transit ridership.
- b. Evaluate route efficiency & possible increased service needs and opportunities
- c. Identify capacity needs based on current passenger counts
- d. Identify last mile solutions/opportunities
- e. Evaluate the In-Town Bus Route for improvements particularly regarding safety and capacity issues
- f. Assess the Vail, Lionshead, and West Vail Transportation Centers' capacity needs based on current and future projections and recommend improvements.

- g. Identify the Vail Transportation Center Mobility Hub improvement opportunities that are aligned with a \$15M budget that is currently in the 10-year Statewide Plan for implementation over the next 3-5 years
- h. Coordinate opportunities with the future of a Regional Transit Authority which is currently in progress
- i. Coordinate/reference EV Readiness Plan & bus fleet EV transition plan
- j. Identify future Bus Shelter locations based on use/passenger counts

5) Task 5: Parking

- a. Evaluate the future of Frontage Road Parking
 - 1. Discuss safety concerns and necessary improvements
 - 2. Discuss long term goals for Frontage Road parking; document Town's goals to enhance, maintain or phase out Frontage Road parking
 - 3. Coordinate recommended goals/improvements with CDOT at a master plan level
- b. Identify Parking needs and projections based on
 - 1. Town and Ski Area projections/capacity
 - 2. Drive-up vs Destination guest needs
 - 3. Town of Vail parking data and Frontage Road parking days data
- c. Evaluate Parking Alternatives, i.e.
 - 1. Ford Park (coordinate with Ford Park Master Plan)
 - 2. Civic Area (coordinate with Civic Area Plan)
 - 3. Ever Vail and/or vicinity (coordinate with Ever Vail Master Plan)
 - 4. Outlying/other opportunities
 - 5. Evaluate Demand Management/Guidance Systems/Signage opportunities
 - 6. Evaluate, and identify opportunities concerning the efficiency of existing parking areas (Public & Private)
- d. Identify impacts and opportunities of future electric vehicle and autonomous vehicle parking
- e. Assess needs and opportunities for additional Ride Share/Drop-off
- f. Evaluate Parking Management Strategies (passes/rates/variable pricing/incentive/disincentive)

6) Task 6: Multi-Modal

- a. Identify opportunities/incentives to increase multi-modal uses.
- b. Evaluate safety and capacity of the town's paved recreation trails, shared bike lanes, shoulder bike lanes, advisory bike lanes, & sidewalks. Provide recommendations for improvements where appropriate
- c. Identify need for additional bicycle/pedestrian accommodations.
- d. Identify recommendations to move the town from a Silver designation to a Gold/Platinum level Bicycle/Pedestrian Friendly designation
- e. Evaluate Walkability within Town (lighting/sidewalks/signage)
- f. Evaluate opportunities for improvements to Under/Over Pass connections
- g. Evaluate Bike/Car Share opportunities

- h. Evaluate Hotel Shuttles/Courtesy Vehicles/Uber/Taxi/Vans programs and drop-off locations and provide possible recommendations for improvement.

7) Task 7: Technology

- a. The town recognizes that changes and advancement in transportation technology will be critical to our success in providing a world class experience within our transportation network and facilities. Identify opportunities in emerging technologies to achieve the town's goals from task 2.
- b. Evaluate Smart Cities technology opportunities
- c. Evaluate Electrification/Charging station plans and needs (Buses/vehicles/bikes)
- d. Evaluate needs and opportunities to accommodate autonomous vehicles (Parking/Drop-Off)
- e. Identify opportunities for Big Data and how it may be utilized for Mobility/Parking/Transportation in/to/around Vail
- f. Identify how Vail's current data could be utilized and shared (collected by Town of Vail and possibly other private entities, i.e. Vail Resorts/Epic Mix)
- g. Identify how Apps could be used to enhance experience and efficiencies (mobility pass/mobility integration)
- h. Evaluate opportunities for Real Time Roundabout/Pedestrian/Vehicle Video Traffic Counts, evaluate Bosch trial system that is in place now.

8) Task 8: Traffic Calming

- a. The town continuously evaluates traffic calming and speed issues, with a goal to maintain safe roadways in both the commercial and residential neighborhoods and villages. Reconfirm and update this goal as a part of task 2.
- b. Evaluate the town's 2021 speed study data (32 locations) and identify where the town may have speed/safety issues and provide recommendations.
- c. The town's adopted Model Traffic Code is from 1977 and our residential speed limit postings are inconsistent. Evaluate and recommend a more consistent residential speed limit posting and recommend whether the town should update to the latest 2020 Model Traffic Code.
- d. Evaluate Traffic calming options and provide recommendations
- e. Evaluate Traffic calming/volume control within and along Vail Valley Drive, Vail Village, East Meadow Dr., Dobson Ice Arena, Lionshead Village, East LH Circle, and provide recommendations for possible solutions.

9) Task 9: Loading & Delivery Update

- a. The town's goal has been to reduce the presence of loading and delivery activities within the pedestrian mall areas. A centralized loading delivery facility has been successfully utilized within Lionshead Village for over decade; a centralized loading delivery facility in Vail Village has gone

underutilized for over a decade until this year when the town began a pilot program to increase the utilization of this facility. It has been met with great success. Reconfirm the town's goals in task 2 and document next steps

- b. Coordinate with the on-going L&D Pilot program and document it's continued progress and provide your expertise to the effort that will potentially continue and expand the program
- c. Document the outcomes and goals of the program and assist in the evaluation of its long-term needs and sustainability.

10) Task 10: Special Events

- a. The town has always promoted special events, large and small, to enhance the resident and guest experience in Vail. These events have significant impacts including traffic/parking/traffic detours/staging/load in & out of event. Identify the goals for these impacts in task 2 and make recommendations for these special event logistical issues
- b. Vail Pass closures also create similar challenges. Identify solutions for the impacts of Vail Pass closures (scheduled & unscheduled)

11) Task 11: I-70

- a. The town recognizes I-70 as a lifeline to Vail and needs to be prepared for the changes that come with it and the motorist it brings through town. The I-70 PEIS identifies a possible future AGS/rail along the I-70 corridor. Identify how the town can be adaptable and ready for such changes, with regards to infrastructure impacts that would maintain the character of Vail.
- b. In the past the town has conceptually studied the potential to cap and cover I-70 and/or tunnel I-70 within the adjacent mountains. Identify capping/tunnel big picture impacts relating to land use infrastructure impacts. Identify and document if this is something that the Town Council would like to further study.
- c. Reference and consider environmental impacts, referencing existing plans/projects

12) Task 12: Noise Update

- a. The town has been evaluating the I-70 noise issues for decades with limited ability to provide improvements to lower noise levels. While the noise levels have likely remained relatively stable and the potential for mitigation has not changed much; re-evaluate noise reduction opportunities for I-70 noise including engine brake noise and provide recommendations for the future.
- b. Update noise level projections within Vail.

13) Task 13: Implementation Plan & Funding

- a. Identify an implementation plan for the recommended improvements that considers impacts based on the implementation timing of other Town Master Plans and developments (i.e., Ford Park, Civic Area, Ever Vail, & West Vail)

- b. Provide planning level cost estimates for the recommended improvements and provide recommended funding strategies

14) Task 14: Meetings, Process and Deliverables

- a. (1) Kick – Off Meeting (In-person if possible)
- b. (2) Departmental Recon Meetings (In-person if possible)
- c. (24) Monthly Project Update Meetings (Virtual when possible)
- d. (5) Public Meetings (In-person if possible)
- e. (2) Departmental working meetings (In-person if possible)
- f. (5) PEC Meetings (In-person if possible)
- g. (5) Town Council Meetings (In-person if possible)
- h. Maintain Engage Vail Project Site – Provide content, graphics, polls, questionnaires, and review site on regular basis. All content will be uploaded and maintained by Town of Vail on Engage Vail Site (www.engagevail.com)
- i. Maintain minutes of each meeting for review and documentation
- j. Provide necessary documents, graphics and exhibits for each meeting
- k. Provide necessary draft report documents, graphics, and exhibits for review and comment
- l. Provide a final PDF report along with (5) bound reports that updates the 2009 Vail Transportation Master Plan as well as includes updates on the tasks identified above. This final report will ultimately update each of the Vail Transportation Master Plans and their topics and be entitled the Vail Mobility & Transportation Master Plan.

SECTION IV: Selection and Evaluation Criteria

The ideal Proposers will possess and demonstrate the following skills and abilities:

- Extensive knowledge and experience in mobility and transportation planning projects with demonstrated success working with municipalities and resort community's; and be able to show how previous successes are transferable or otherwise adaptable to the Town of Vail's need for this process.
- Demonstrated ability to excel in the public engagement process, and the ability to manage and organize multiple stakeholders with varying ideas and priorities.
- Successful completion of similar plans or studies in a similar mountain resort environment as well as projects with similar site challenges, space constraints, solutions and necessary coordination.
- Demonstrated ability to complete projects on time and on budget with a commitment to the successful completion of the Master Plan in accordance with the plan goals and objectives.
- Exceptional ability to develop and maintain professional relationships through effective communication, coordination, team building and integrity.
- Proven track record of successfully delivering projects in a collaborative process with multiple stakeholders and multi-disciplinary teams.
- Demonstrated ability to make progress on multiple tasks in a dynamic and ever-changing process and resolve conflicts in communication, coordination, schedule, etc.

- Professional fee that is competitive and based upon the scope and quality of the work to be provided and the ability to bring the project in on budget and on time.

SECTION V. Information Provided

The Town of Vail has the following information that may be used by prospective Proposers for the purposes of responding to this RFP: [Vail Transportation Master Plans & Studies | Vail, CO \(vailgov.com\)](https://www.vailgov.com/transportation/master-plans)

- I. Vail Transportation Plan History
 - 1) 1993 Vail Transportation Master Plan (FHU)
 - a. Loading & Delivery
 - b. Parking
 - c. Transit
 - d. Interchanges
 - e. Trail
 - 2) 2002 VTMP Update (Washington Group)
 - a. Loading & Delivery
 - b. In Town Shuttle options
 - c. Transit
 - d. Trail
 - e. Noise
 - f. I-70 Capping and Rail
 - 3) 2009 VTMP Update (FHU)
 - a. Redevelopment impacts
 - b. Parking & Transit
 - c. Frontage Road improvements
 - d. Access Control Plan
 - e. Rolled all Transportation Plans into one by reference
 - 4) Other Transportation Documents
 - a. 1987 In-Town People Mover Study (LEM)
 - b. 1988 Recreation Trails Master Plan (Winston Associates)
 - c. 1995 Main Vail Interchange Study (Ourston)
 - d. 1996 West Vail Interchange Study (Ourston & MK)
 - e. 1999 Loading & Delivery Study (MK)
 - f. 2005 Vail Tunnel Options (Kracum)
 - g. 2006 LHMP Transportation Plan (FHU)
 - h. 2005 & 2007 Noise Study (Hankard)
 - i. 2007 Vail 20/20 Strategic plan (TOV)
 - j. 2008 LH Transit Center (FHU)
 - k. 2010 Frontage Road Lighting Master Plan (Never Adopted) (Clanton)
 - l. 2017 DRAFT Transit Update (Never Adopted) (FHU)
 - m. 2018 & 19 Traffic Calming Memo's and Study (TOV)
 - n. 2019 Vail Transportation Center Mobility Hub Improvements Concept (TOV)
 - o. Traffic Counts (1990, 2000, 2004, 2005, 2012, 2019, 2021)

II. Recent and On-going Associated Plans

- 1) Civic Area Plan (4240 Architecture)
- 2) West Vail Master Plan (SE Group)
- 3) Ford Park Master Plan (TBD)
- 4) Ever Vail Master Plan (Vail Resorts)
- 5) Destination Stewardship Plan (MMGY Next Factor)
- 6) EV Readiness Plan (Town of Vail)
- 7) Climate Action Plan (Eagle County)
- 8) Timber Ridge Housing Redevelopment (Triumph Development & Town of Vail)
- 9) East Vail Housing Redevelopment (Vail Resorts)

In the event of a conflict or inconsistency between the RFP, attachments, and information provided including drawings, specifications, reports, etc. thereto, the Town of Vail will work to resolve such conflict or inconsistency and provide written notice of the single interpretation to all known proposers by written addendum.

SECTION VI. General Information

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 or teams 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 Proposer. The Town of Vail reserves the right to waive interviews, and to make its final selection based solely upon the qualification statements and evaluation criteria.

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. The contract for professional services will be adjusted accordingly.

SECTION VII: Form of Response

This Section contains detailed instructions to which Proposers must adhere in the preparation and submittal of proposals to the Town of Vail. For purposes of evaluation, Proposers are advised that the proposal content, completeness of information, clarity, ease of reference and effectiveness in demonstrating the qualifications of the Proposer is most important.

One (1) signed electronic copy (PDF) shall be submitted to the Town of Vail.

Proposals must include the following information to be considered:

- A. Cover letter describing the interest the Proposer has in working on the project and what uniquely sets them apart from other equally qualified Proposers.
- B. Professional background information about the Proposer including an indication of who is the project lead and the firm or entity responsible for execution on behalf of the team.
- C. Description of relevant experience. Specifically, mobility an transportation planning for municipalities of similar size and magnitude in mountain resort communities similar to Vail, Colorado. Please provide at least three (3) references from relevant project experience including name, contact information, project date, and brief project description.
- D. Description of the firms/teams approach to the project, noting project understanding, unique challenges, assessments and project interpretation, and strengths that the individual, firm or team bring to this project. Please be clear and concise when describing the approach.
- E. Specify personnel to be assigned by name, position, specific office location, and commitment of time to the project. Attach resumes of assigned personnel. Please note the local preference for this project.
- F. Provide a fee proposal for the scope of services of the project, with a breakdown of that fee by task. The fee proposal breakdown shall include a complete line item budget for the work with explanations as necessary.
- G. The Proposer shall obtain and maintain in force for the term of an agreement the following insurance coverages. Certificates of insurance evidencing such coverages shall be furnished to the Town of Vail at the time of signing of an agreement. Prior to cancellation of, or material change in, any requisite policy, thirty (30) days written notice shall be given to the Town of Vail through its risk manager. All automobile liability and general liability policies shall include the Town of Vail as an additional named insured by policy endorsement.
 1. Automobile Liability (including owned, non-owned, and hired) in an amount not less than one million dollars (\$1,000,000) each occurrence and not less than two million dollars (\$2,000,000) general aggregate.
 2. Worker's compensation and employer liability in accordance with the Worker's Compensation Act of the State of Colorado for employees doing work in Colorado in accordance with this Agreement and with limits in an amount not less than five hundred thousand dollars (\$500,000) each accident and not less than one million dollars disease- policy limit and not less than one million dollars disease- each employee.
 3. Comprehensive General Liability (including personal injury) in an amount not less than one million dollars (\$1,000,000) per each occurrence and not less than two million dollars (\$2,000,000) in the aggregate.
 4. Professional errors and admission liability insurance in an amount not less than one million dollars (\$1,000,000) each claim and not less than two million dollars (\$2,000,000) in the aggregate.
- H. A written statement identifying any reservations, conditions or constraints related to the request for proposals.
- I. Upon selection, the selected Proposer shall execute an agreement with the Town of Vail acknowledging that all design work, including but not limited to plans, photographs,

documents, reports, engineered drawings and Project work shall be completed in a professional and workmanship-like manner and that the Project work shall fully comply with all applicable Town of Vail regulations and ordinances and State and Federal laws and requirements.

- K. Upon selection, the selected Proposer shall execute an agreement with the Town of Vail acknowledging that all design work, including but not limited to plans, photographs, documents, reports, engineered drawings and other work produced for the Project shall become property of the Town of Vail, and may be used or reproduced by the Town of Vail without approval from or additional compensation to the Proposer.

The Town of Vail reserves all rights to investigate the qualifications of any and all individuals and firms under consideration, to perform a financial audit of one or more firms, to confirm any part of the information furnished in a proposal, and to require further evidence of managerial, financial or professional capabilities which are considered necessary for the successful performance of work described in this RFP. The Town of Vail reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received.

All proposals and supporting documents, except such information that discloses proprietary or financial information submitted in response to qualification statements, becomes public information held in custody of the Town of Vail after the proposal submittal date given in this RFP. The Town of Vail assumes no liability for the use or disclosure of technical or cost data submitted by any Proposer.

Nevertheless, if a proposal contains information that the Proposer does not want disclosed to the public, or used for any purpose other than the evaluation of this offer, all such information must be indicated with the following or similar statement:

"The information contained on pages _____ shall not be duplicated, used in whole or in part for any purpose other than to evaluate the proposal provided; that if a contract is awarded to this firm as a result of the submission of such information, the Town of Vail shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the right of the Town of Vail to use the information contained herein if obtained from another source."

All such nondisclosure items specified in the proposal shall be subject to disclosure as provided in Part 2 of Article 72 of Title 24, C.R.S. ("The Colorado Public Records Act") or as otherwise provided by law.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2022 (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.

EXHIBIT A
SCOPE OF SERVICES

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 _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public