



1309 Elkhorn Drive
Vail, Colorado 81657
vailgov.com

Public Works/Transportation Department
970.479.2158
970.479.2166 fax

**TOWN OF VAIL
DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION
1309 Elkhorn Drive
Vail, CO 81657**

**REQUEST FOR PROPOSALS
FOR
2022 TREE PEST SERVICES**

March 28, 2022

The Town of Vail Department of Public Works is seeking a qualified contractor to provide Tree Pest Services for the 2022 growing season. The Contractor shall be licensed with the Colorado Department of Agriculture as a commercial pesticide applicator, and all personnel applying pesticides through this contract must be licensed by the Colorado Department of Agriculture as a Qualified Supervisor, Certified Operator or Documented Technician.

For 2022, the town intends to hire a single applicator to treat trees on town-owned property for Pine Needle Scale and Spruce Beetle. Trees requiring treatment will be flagged by an arborist under a separate contract. Only flagged trees should be treated unless otherwise approval by the owner's representative. Treatments shall be timed to be most effective for each pest. Information on each type of work is described in more detail below.

SPRAY REDUCTION THROUGH CONSULTATION

Since 2015, the town has reduced the number of trees treated with insecticides by nearly 95%, from approximately 2,400 trees in 2015 to less than 130 in 2022. Since 2016, trees have been inspected by a certified arborist under separate contract, prior to treatments, to determine which trees require chemical treatments. This program will be continued in 2022.

The inspecting contractor will flag each tree and load its identifying number tag and location into the Town's mobile "collector" app. The spraying contractor will have the ability to look for tree locations on the app, find the flag in the field, and apply the recommended treatment.

Inspection work will be completed during May as weather permits. If the applicator determines that additional trees may require spraying, the town's project manager will consult with the applicator on-site.

WATER QUALITY GUIDELINES

As part of Vail's commitment to improving water quality in Gore Creek, the following policies will be a part of the 2022 Tree Spraying Program:

1. Foliar applications will not be used as part of the 2022 Tree Pest Services contract.
2. Trunk spray applications should be substituted for those trees within 100' of Vail creeks.
3. No trunk spraying on trees overhanging or located at the top of bank of Vail creeks.
4. No soil injections will be allowed within 100' of Vail creeks or in areas with standing water or high-water table

RECORD KEEPING

Prior to final payment, the Contractor shall provide to the town the quantities, locations and treatment types for all trees treated as part of this program. The cost for record keeping shall be incidental to the work.

PINE NEEDLE SCALE

The goal for treatment of Pine Needle Scale (*Chionaspis pinifoliae*) shall be to control infestations of Pine Needle Scale on conifer trees found on Town-owned property. Pine Needle Scale is found predominately on Engelmann and Blue Spruce trees in the town's parks, landscapes and along Gore Creek in the stream tract.

The Town anticipates that control measures will involve trunk sprays or soil injections to infected trees. The identification and monitoring of infestations to determine the appropriate time for chemical applications will be the responsibility of the selected contractor. Notification of adjacent property owners prior to chemical applications and any necessary clean up following chemical applications will also be part of the contracted services.

All insecticide applications shall follow the Water Quality Guidelines outlined above. General application guidelines are listed below for each type of application. This may be adjusted during the course of the work. The owner and selected contractor shall consult prior the start of work to determine the best application situation based on current conditions.

The majority, if not all, of the treatments for Pine Needle Scale will involve the use of the active ingredient dinotefuran. This shall be applied either as a soil injection or as a trunk spray. The town will permit the use of either Safari 20G or Transect at the rates specified on the labels.

Soil injections:

- In 2021, 0 trees were treated through soil injection
- Can be used in any location except as noted in the Water Quality Guidelines.
- The owner's recommendation is that soil injection be used in irrigated areas

Trunk spray:

- In 2021, 121 trees were treated by basal drench/trunk spray
- Can be used in any location except as noted in the Water Quality Guidelines.
- Mix should include a surfactant at the manufacturer recommended rate
- This product is highly toxic to bees exposed to direct treatment or residues on blooming crops or weeds. Do not apply this product or allow it to drift to blooming crops or weeds if bees are visiting the area.

Fertilizer

- The owner anticipates the use of fertilizer for some trees being treated by soil injection.
- The Proposal Form provides two spaces for a recommended fertilizer soil injection. One is as included in Dinotefuran soil injection and one is as a stand-alone application.

Other treatments

- Additional treatment measures such as horticultural oils will be considered.
- Contractors are asked to provide other environmentally friendly measures, if known, and to provide costs for their application. Space is provided in the Proposal Form for the options.

Tree Locations

A general list of previously treated locations is attached (Appendix A). Additional sites and trees may be added to the contract and some of these may be removed based on evaluation.

SPRUCE BEETLE

Spruce beetle (*Dendroctonus rufipennis*) activity is increasing in the Vail area. Other areas of Colorado have seen significant damage from these insects over the past decade. While the insects often target dead or dying trees, they have been known to invade highly stressed trees as well. Given the impacts of Pine Needle Scale, many spruce trees in Vail are under significant stress. The hired spraying contractor should be able to identify spruce trees that have been infected and shall notify the town when infected trees are located.

MCH Pheromone

MCH is an anti-aggregation pheromone shown to reduce spruce beetle attacks. Currently this pheromone is available in bubble caps that are attached to trees just prior to beetle flight.

This project anticipates the installation of MCH packets in the most impacted spruce beetle areas. Installations shall begin on the east end of Ford Park and continue west. Contractors should anticipate installing one (1) packet on trees between 12-24" in diameter and two (2) packets on trees over 24" in diameter. Follow industry practice and label instructions.

The Proposal price shall be per 100 MCH packets installed. The contract quantity will be determined after the bid process based on price and evaluation of impacted areas.

IMPORTANT NOTES

1. Water will be available to the Contractor, free of charge, at the Town of Vail Public Works Facility. Equipment may be staged at Public Works during the work. Coordinate with the Town of Vail Project Manager.
2. The work will be performed on a seasonal contract basis beginning as weather permits in the spring and continuing throughout the growing season into late fall as appropriate. All work and materials will be paid on a unit price basis as determined by the submitted Proposal Form. The total contract amount is anticipated to be between **\$10,000 and \$18,000**.
3. There may be additional opportunities for control activities on private properties. Private property owners/managers will be provided the contractors name upon request. All control activities on private property will be contracted separately and outside of the Town's contract. Contractors should be aware of and prepared for a certain amount of press coverage associated with working on public property.

CONTRACTOR REQUIREMENTS

1. Comply with all requirements of Title 35, Article 10: Colorado Pesticide Applicator Act, Sections 35-10-101 to 35-10-128
2. Comply with all Federal, State and Local Rules and Regulations and Laws pertaining to the Work required by an Agreement resulting from this RFP
3. Follow all label requirements for any pesticide used to carry out the Work

TOWN OF VAIL CONTACT INFORMATION

Town of Vail

Attn: Gregg Barrie
1309 Elkhorn Drive
Vail, CO 81657

Office: (970) 479-2337
Fax: (970) 479-2166
Email: gbarrie@vailgov.com

PROPOSAL REQUIREMENTS

Proposals are due by Tuesday, April 26, 2022 by 2:00 p.m at the Town of Vail Public Works Department office.

1. All Proposals shall be submitted in PDF format by email to Gregg Barrie at gbarrie@vailgov.com. An email confirming receipt will be sent prior to reviewing proposals. Proposals will be opened and reviewed at the date and time they are due.
2. Contractor information including name, primary contact, address and phone
3. Provide a list of experience with similar types of work, including references
4. Copy of Contractor's Commercial Pesticide Applicator license
5. Proof of insurance - insurance requirements are listed in the attached Agreement
6. Completed Proposal Form
 - a. Cost per gallon of mixture at the indicated mix rates.
 - b. Where mix rates are not provided, fill in mix rate and cost per unit
 - c. Provide surfactant name(s) and cost per unit.
 - d. If desired, provide other treatment options and costs.

End of Section

Appendix A

Previous Treatment Locations

Highlighted – areas where trees were treated for Pine Needle Scale in 2021

Not Highlighted – treated in previous years and may require treatment in 2022 TBD by evaluator

Municipal Facilities

1. Vail Municipal Complex	75 South Frontage Road West
2. Fire Station 1 (East Vail)	4116 Columbine Drive
3. Fire Station 2 (Vail Village)	42 West Meadow Drive
4. Fire Station 3 (West Vail)	2399 Arosa Drive
5. Public Works Facility	1309 Elkhorn Drive
6. Vail Library	292 West Meadow Drive
7. Dobson Ice Arena	321 East Lionshead Cir
8. Village Parking Structure	241 South Frontage Rd East
9. Lionshead Parking Structure	395 South Frontage Rd West

Parks and Plaza Areas

10. Bighorn Park	4825 Meadow Drive (East Vail)
11. Booth Creek Park	2900 Manns Ranch Rd
12. Ford Park (non stream areas)	580 South Frontage Rd East
13. Ford Park – Betty Ford Alpine Gardens	580 South Frontage Rd East
14. Ford Park - Vail Nature Center (south bank)	601 Vail Valley Drive
15. Chalet Road Pickleball Courts	461 Vail Valley Drive
16. Roger Staub Park	361 Gore Creek Drive
17. Ted Kindel Park	300 Gore Creek Drive
18. Pirateship Park	East of Gondola One/Mountain Plaza
19. Covered Bridge Pocket Park	East/west of Covered Bridge - south bank
20. Slifer Square	East Meadow Drive and Covered Bridge
21. Eaton Plaza	Top of Wall Street
22. Gore Creek Promenade	East of International Bridge – south bank
23. Checkpoint Charlie	Willow Bridge Rd and Gore Creek Drive
24. Willow Park	100 Willow Road
25. Mayors Park	15 Vail Road
26. Main Vail Roundabout (north)	I-70 Exit 176 north side
27. Main Vail Roundabout (south)	I-70 Exit 176 south side
28. Pedestrian Overpass (north and south ends)	591 N. Frontage Rd W/600 S. Frontage Rd W
29. Lionshead Village	
30. Concert Hall Plaza	616 West Lionshead Circle
31. Donovan Park	1600 South Frontage Rd West
32. Stephens Park	2470 South Frontage Rd West
33. Red Sandstone Park	725 North Frontage Rd West
34. Post Office Entry	1300 North Frontage Rd West
35. Buffehr Creek Park	1953 North Frontage Rd West
36. Ellefson Park	2485 Garmisch Drive

Gore Creek Stream Tract Areas

37. East end of Ford Park to Manor Vail Bridge (north bank)
38. Manor Vail Bridge to Vail Valley Drive (north bank)
39. Manor Vail Bridge to Vail Valley Drive (south bank)
40. Vail Valley Drive to Covered Bridge (north bank)
41. Covered Bridge to International Bridge (both banks)
42. International Bridge to Vail Road (north bank)
43. International Bridge to Vail Road (south bank)
44. Vail Road to Library (both banks)
45. Gore Valley Trail – Library to Lionshead Skier Bridge (both banks)
46. Gore Valley Trail – Lionshead Skier Bridge to Forest Road
47. Gore Valley Trail – Forest Road to Cascade Skier Bridge east
48. Gore Valley Trail – Westhaven Drive to Matterhorn Circle

**UNIT COST PROPOSAL
2022 Tree Pest Services
Town of Vail**

To: Town of Vail

From: _____
(hereinafter Contractor)

The above-named Contractor hereby proposes and agrees to furnish all the necessary labor, materials, supplies, equipment, tools and services necessary to perform Tree Spraying Services for the Town of Vail in accordance with the Proposal Package.

Applications

Spruce Beetle

1. MCH packet 400mg \$ _____ per 100 installed packets
2. MCH packet "double bubble" 1000mg \$ _____ per 100 installed packets

Pine Needle Scale

3. Dinotefuran Trunk Application: (fill out one, or both)
 - a) Safari 20G \$ _____ per gallon of mixture – mix rate: _____/_____
 - b) Transect \$ _____ per gallon of mixture – mix rate: _____/_____
 4. Dinotefuran Soil Injection: (fill out one, or both)
 - a) Safari 20G \$ _____ per gallon of mixture – mix rate: _____/_____
 - b) Transect \$ _____ per gallon of mixture – mix rate: _____/_____
 5. Fertilizer (added to injections) \$ _____ per gallon of mixture
 6. Fertilizer (stand-alone application) \$ _____ per gallon of mixture
- Fertilizer name: _____
7. Surfactant (Name) _____/qt \$ _____/_____
 8. Surfactant (Name) _____/qt \$ _____/_____

(continued on next page)

Other Treatment Options (Not required)

9. _____ for pest: _____

Application and mix rate: _____

Cost: \$ _____ / _____

10. _____ for pest: _____

Application and mix rate: _____

Cost: \$ _____ / _____

Use additional sheets, if required

Name of Bidder: _____

Name of Company: _____

Address: _____

Telephone: _____

Email: _____

Signed: _____

Date: _____, 2022

AGREEMENT FOR SERVICES

THIS AGREEMENT FOR 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 services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required 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. 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 licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted practices and the level of competency presently maintained by other practicing contractors 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. 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.

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

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.

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, and 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 _____, 2022, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

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

THIS AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the Town of Vail, 75 South Frontage Road, Vail, Colorado 81657, a Colorado municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, Colorado _____ ("Contractor") (each individually a "Party" and collectively the "Parties").

WHEREAS, the Town requires services; and