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

**REQUEST FOR PROPOSALS  
FOR  
TREE REMOVAL SERVICES – FALL 2024**

**September 3, 2024**

The Town of Vail Department of Public Works is seeking a qualified contractor to perform Tree Removal Services for the fall of 2024 season. The Town of Vail has identified numerous dead and dying spruce trees on town-owned property along Gore Creek in the vicinity of the Grand Hyatt. Most of these trees have been infested with spruce beetle (*Dendroctonus rufipennis*) over the past 1-2 years.

The town intends to remove the dead trees as well as “brood trees” that act as breeding habitat for the spruce beetle in an effort to slow the beetle’s spread. However, for the cutting areas in this project, some of the standing dead will be left in place as habitat. Cutting times in Vail are limited due to busy tourism, bird breeding/nesting times and high water. For the purposes of this proposal, the cutting/removal window shall be **October 7<sup>th</sup> - 25<sup>th</sup>**.

**SCOPE OF WORK**

There are twenty-five (24) spruce and lodgepole pine to be removed for this project. Most are on Town of Vail-owned property, however two (2) are located on Grand Hyatt property. All town-owned trees are either on the south side of Gore Creek or on an island in the creek. Private-owned trees are along the Gore Valley Trail recreation path on the north side of the creek.

The work area is located along a ½-mile section of Gore Creek between the Cascade Skier Bridge on the east end and Westhaven Drive on the West End. See the attached map. The Town of Vail reserves the right to dictate schedules, access and methods as needed.

There is no vehicular access to the south side of the creek. Contractors shall propose how they intend to access the removal areas and get the trees off site.

For the purposes of this RFP, contractors will provide two lump-sum prices: one for town-owned trees and one for private-owned trees. This is shown on the proposal form.

- A. General Description:** The Contractor shall remove all marked trees. Trees are marked with pink flagging. The Contractor will be responsible for cutting-area control and safety, cutting, limbing, hauling, chipping, disposal and cleanup of walkways and roads.
- B. Brood Trees:** Brood trees shall be disposed of in one of the following two methods: 1) The trunks shall be chipped or otherwise destroyed by the Contractor to ensure elimination of beetles or 2) trunks shall be hauled to a pre-approved area with no population of spruce trees within 5 miles. An example is a mill yard near Grand Junction.
- C. Standing Dead Trees:** Standing dead shall be disposed of by the Contractor.
- D. Trunks/Chips/Slash Disposal:** No chips or trunks shall be delivered to the Town of Vail Department of Public Works. Chips and trunks shall be disposed of by the Contractor. Contractor shall remove and dispose of the majority of slash materials.
- E. Traffic control:** The work will likely require the closure and detour of the Gore Valley Trail recreation path. Signs will be provided by the Town of Vail for the detour. A flagger shall be stationed at each end whenever equipment is on the path. In addition, a central flagger will be placed to contact anyone who may come out of one of the south hotel entrances.

It is the responsibility of the Contractor to coordinate traffic control for their awarded unit. Wherever cutting, loading, chipping, hauling, etc., it shall be the Contractor's responsibility to close the immediate area and protect the public from all tree removal/project activities. Traffic control will be paid for on an hourly basis. Traffic control personnel will only perform traffic control and shall not be involved in tree removal activities.

- F. Damage:** Contractors shall make efforts to reduce and/or eliminate damage to surrounding vegetation and the creek when deciding where to fell trees. Damage to infrastructure or excessive damage to residual trees shall be repaired at the expense of the Contractor.
- G. Unfinished Work:** Contractors shall make every effort to remove all brood trees in order to eliminate this year's beetles in this area. In the event that weather or other unforeseen circumstance prevents completion of the work in any Unit within the dates provided below, the Agreement shall terminate, and the work will be rebid at another time. Payment for any remaining trees shall be deducted on a percentage basis. The Town's project manager may stop work due to wet and muddy conditions.

**H. Project Schedule:**

September 3	RFP Released
September 10	Project Walk Through – 1:00 pm at Westhaven cul-de-sac near Liftside
September 20	Proposals Due – 1:00 pm
October 1	Town Council Contract Award
Oct 7-25	Work Dates

- I. Work hours:** 8 am to 5 pm weekdays, 9 am to 5 pm weekends
- J. QUESTIONS:** All questions shall be directed to Paul Cada, Wildland Program Manager, [pcada@vail.gov](mailto:pcada@vail.gov). Gregg will be out of town during the proposal process.

## PROPOSAL REQUIREMENTS

- Proposals are due by **Friday, September 20, 2024 by 1:00 p.m**
  - Email PDF proposal to Gregg Barrie at [gbarrie@vail.gov](mailto:gbarrie@vail.gov)
1. This is a fixed price contract, with the exception of Traffic Control, which is a unit price.
  2. The Town is under no obligation to award any of the work through this process.

### Proposals shall contain the following information:

1. Completed Proposal Form
2. Contractor information including name, primary contact, address, phone, email
3. Written description of Project Means and Methods for removal/disposal
4. A project schedule with estimated number of workdays
5. Proof of insurance - insurance requirements are listed in the attached Agreement
6. Provide a list of experience with similar types of work, including references

## TOWN OF VAIL CONTACT INFORMATION

Gregg Barrie, PLA  
Town of Vail Landscape Architect  
1309 Elkhorn Drive  
Vail, CO 81657  
Office: (970) 479-2337  
Mobile: (970) 390-3286  
Email: [gbarrie@vail.gov](mailto:gbarrie@vail.gov)

Paul Cada  
Town of Vail Wildland Program Manager  
  
Office: (970) 477-3475  
Mobile: (970) 531-5577  
Email: [pcada@vail.gov](mailto:pcada@vail.gov)

## ATTACHMENTS

- Proposal Form
- **Draft** General Services Agreement (*for review only, do not fill out*)
- Work Area Map
- Traffic Control Map



# AGREEMENT FOR SERVICES

## DRAFT VERSION – OFFICE USE

THIS AGREEMENT FOR SERVICES (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (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 Mountain Valley Ventures, an independent contractor with a principal place of business at 990 York View Drive, Gypsum, CO 81637, ("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 and the Proposal submitted on \_\_\_\_\_, 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 meruit 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 an amount not to exceed \$\_\_\_\_\_. 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 all federal, state and local statutes, regulations, ordinances, decrees 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 and safety, including without limitation the following, as amended: the Comprehensive Environmental Response, Compensation and Liability Act; the Hazardous Materials Transportation Act; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Water Act; the Clean Air Act; the Occupational Safety and Health Act; the Solid Waste Disposal Act; the Davis Bacon Act; the Copeland Act; the Contract Work Hours and Safety Standards Act; the Byrd Anti-Lobbying Amendment; the Housing and Community Development Act; and the Energy Policy and Conservation Act.

### **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. 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**

\_\_\_\_\_  
Russell Forrest, Town Manager

ATTEST:

\_\_\_\_\_  
Stephanie Kauffman, Town Clerk

**CONTRACTOR**

By: \_\_\_\_\_

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was subscribed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

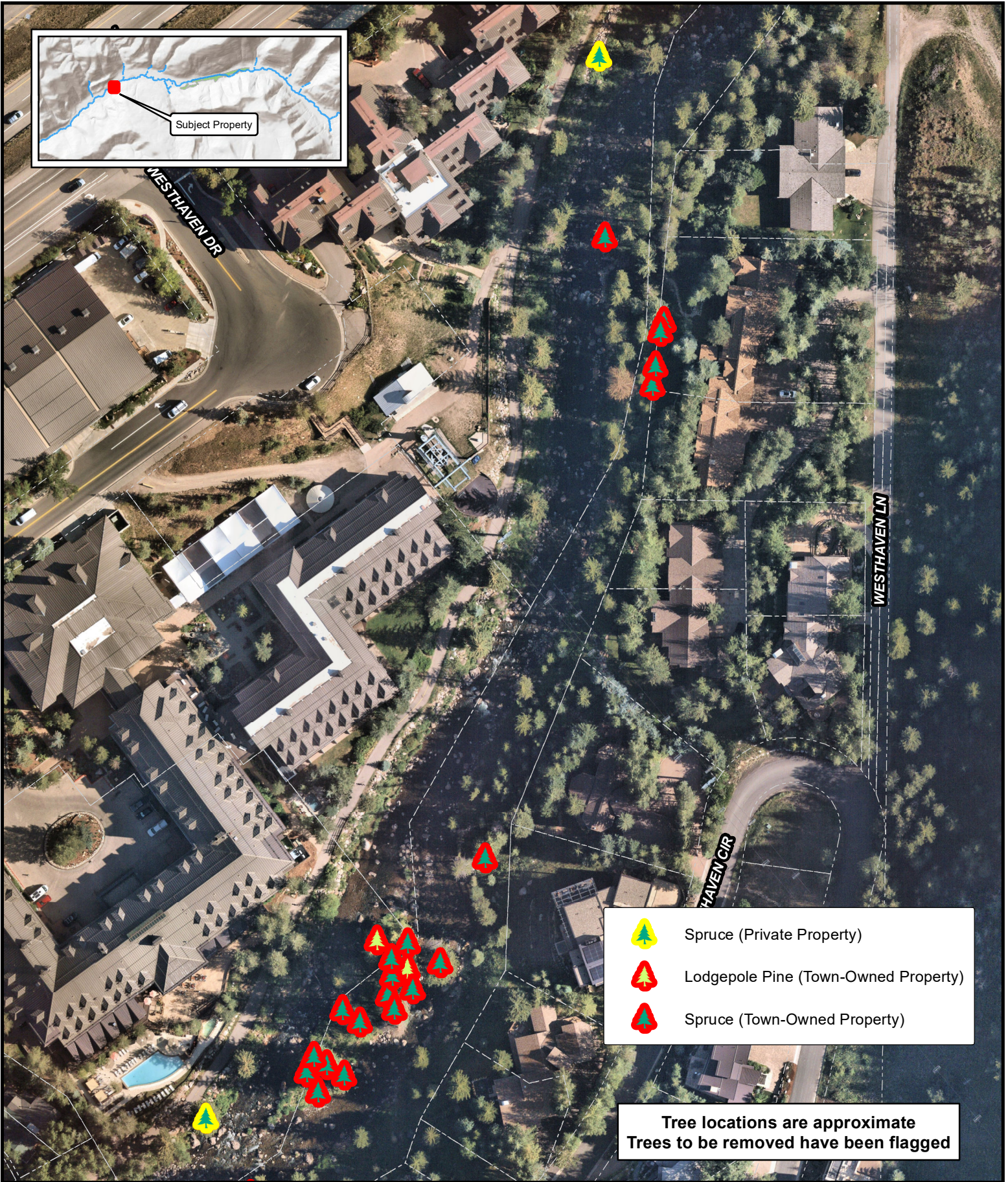
My commission expires: \_\_\_\_\_




(S E A L)

\_\_\_\_\_  
Notary Public



# Proposed Fall 2024 Stream Tract Treatment Cascade Area



-  Spruce (Private Property)
-  Lodgepole Pine (Town-Owned Property)
-  Spruce (Town-Owned Property)

**Tree locations are approximate  
Trees to be removed have been flagged**



0 50 100 200 300 Feet

This map was created by the Town of Vail GIS Team. Use of this map should be for general purposes only. The Town of Vail does not warrant the accuracy of the information contained herein, (where shown, parcel line work is approximate)

Last Modified: August 29, 2024





The Main Detour (Central Access to West Access) would be used during most of the tree removal project.

The East Detour is only needed for trees that are east of the Central Detour Access

Traffic Control personnel are required at each end and at the middle when work is on-going

