

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

**REQUEST FOR PROPOSALS  
FOR  
2017 TREE PEST SERVICES**

**April 10, 2017**

The Town of Vail Department of Public Works is seeking a qualified contractor to provide Tree Pest Services for the 2017 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 2017, the town intends to hire a single applicator to treat trees on town-owned property for Pine Needle Scale and Spruce Beetle. Trees needing treatment shall be evaluated and flagged by a certified arborist under a separate contract to determine. Only flagged trees should be treated without approval from 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**

In 2015, the town treated approximately 2,400 trees for Pine Needle Scale. In 2016, prior to spraying, trees were inspected by a certified arborist to which trees required treatments and less than 700 trees were sprayed – a significant reduction in spraying needs. This program will be continued in 2017.

Inspection work will be completed in early May. Each tree, or group of trees will be identified, and a list of areas and tree quantities will be provided to the selected applicator. 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 2017 Tree Spraying Program:

1. No foliar spray applications will not be allowed within 100' of Gore Creek or its tributaries. If any drift is possible due to exposure or wind, the distance shall be increased as needed to prevent ANY overspray into Vail creeks.
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, soil injections and/or foliar spray of insecticides, insecticidal soaps, and/or horticultural oils 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 on the first page. 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 2016, approximately 90 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 2016, 530 trees were treated by 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 a 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 list of locations that have been treated in the past is attached (Appendix A). Additional sites and trees may 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 that has been 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 can be provided to the Contractor, free of charge, at the Town of Vail Public Works Facility. The work will be performed for the Town of Vail, hereinafter, the Town.
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 for on a unit price basis as determined by the submitted Proposal Form. The total contract amount is anticipated to be between **\$20,000 and \$30,000**, depending on quantities identified for treatment during May.
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 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 herbicide 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](mailto:gbarrie@vailgov.com)

## **PROPOSAL REQUIREMENTS**

**Proposals are due by Wednesday, April 26, 2017 by 2:00 p.m at the Town of Vail Public Works Department office.** by mail, fax, email (PDF format) or hand delivery.

Proposals shall contain the following information:

1. Contractor information including name, primary contact, address and phone
2. Provide a list of experience with similar types of work, including references
3. Copy of Contractor's Commercial Pesticide Applicator license
4. Proof of insurance - insurance requirements are listed in the attached Agreement
5. 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.

## **TOWN OF VAIL SPRAYING NOTIFICATION POLICY**

It shall be the responsibility of the Contractor to comply with the Town of Vail Spraying Notification Policy as outlined below.

- o Two Weeks prior - The Contractor shall notify the Town Representative a minimum of two weeks prior to any spraying activities. The Town Representative shall notify homeowners or resident listed on the Town of Vail Notification List. Anyone can be added to the list regardless of status as a Pesticide Sensitive Person.
- o *Town notification of residents is not a substitute for notification by the Contractor as required by the Colorado Department of Agriculture. As of the release of this RFP, there is at least one Vail resident on the CDA Pesticide Sensitive Registry.*
- o 72 Hours prior - The Contractor shall confirm application schedule with the Town Representative a minimum of 72 hours prior to any spraying activities. Contractor and Town Representative will determine how and where to place required signage.
- o Placement of Signs – It shall be the Contractor's responsibility to place and relocate signs as necessary to provide a minimum of 24 hours notice for all areas where applications will occur. The contractor will place multiple signs around and within each individual treatment area a minimum of 24 hours prior to the beginning of treatment. Signs are to be placed at all entrance points and significant vantage points of each area. Signs shall be bright orange, 8½" x 11", heavy laminated paper, stapled to 48" wood lathe. Signs shall be legibly state the information as shown on the following page.

## Appendix A

### Previous Treatment Locations

**Highlighted – areas where trees that were treated for Pine Needle Scale in 2016**

**Not Highlighted – treated in previous years and may require treatment in 2017 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

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

#### Gore Creek Stream Tract Areas

1. East end of Ford Park to Manor Vail Bridge (north bank)
2. Manor Vail Bridge to Vail Valley Drive (north bank)
3. Manor Vail Bridge to Vail Valley Drive (south bank)
4. Vail Valley Drive to Covered Bridge (north bank)
5. Covered Bridge to International Bridge (both banks)
6. International Bridge to Vail Road (north bank)
7. International Bridge to Vail Road (south bank)
8. Gore Valley Trail – Library to Lionshead Skier Bridge
9. Gore Valley Trail – Lionshead Skier Bridge to Forest Road
10. Gore Valley Trail – Forest Road to Cascade Skier Bridge east
11. Gore Valley Trail – Westhaven Drive to Matterhorn Circle

**WARNING**

**PESTICIDE APPLICATION FOR TREATMENT OF (PEST)**

**WILL OCCUR ON**

**(INSERT DATE AND TIME)**

**USERS ARE ADVISED TO STAY CLEAR OF TREATMENT ACTIVITIES  
AND TO AVOID THE AREA UNTIL THE CHEMICAL HAS DRIED**

**(INSERT CONTRACTOR'S NAME AND TELEPHONE NUMBER)**

**TOWN OF VAIL  
DEPARTMENT OF PUBLIC WORKS  
970-479-2158**

**UNIT COST PROPOSAL  
2017 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                      \$ \_\_\_\_\_ per 100 installed packets

**Pine Needle Scale**

2. 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: \_\_\_\_/\_\_\_\_

3. 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: \_\_\_\_/\_\_\_\_

4. Fertilizer (added to injections)                      \$ \_\_\_\_\_ per gallon of mixture

5. Fertilizer (stand-alone application)                      \$ \_\_\_\_\_ per gallon of mixture

Fertilizer name: \_\_\_\_\_

6. Surfactant (Name) \_\_\_\_\_/qt      \$ \_\_\_\_\_/\_\_\_\_

7. Surfactant (Name) \_\_\_\_\_/qt      \$ \_\_\_\_\_/\_\_\_\_

(continued on next page)



## AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, 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

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 seven (7) 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**

A. In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor an amount not to exceed \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00). This maximum 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.

B. Notwithstanding the maximum amount specified in this Section, Contractor shall be paid only for work performed. If Contractor completes the Scope of Services for less than the maximum amount, Contractor shall be paid the lesser amount, not the maximum amount.

### **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.

B. 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.

C. 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.

### **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.

### **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 one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) 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 thirty (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. ILLEGAL ALIENS**

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States 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 an illegal alien 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 an illegal alien 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 an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien 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 United States Mail to the party at the address set forth on the first page of this Agreement.

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

G. 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 hereto, 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 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.



**EXHIBIT A**  
**SCOPE OF SERVICES**

Contractor's Duties

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

- Contractor shall
- Contractor shall
- Contractor shall

Contractor's Deliverables

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

-

## NO EMPLOYEE AFFIDAVIT

*[To be completed only if Contractor has no employees]*

### 1. Check and complete one:

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

OR

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

### 2. Check one.

I am a United States citizen or legal permanent resident.

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

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

OR

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEPARTMENT PROGRAM AFFIDAVIT**

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

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

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within twenty (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 \_\_\_\_\_, 2017, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

My commission expires:

(S E A L)

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