



REQUEST FOR PROPOSAL

To Provide

Professional Design Services

For

**GORE VALLEY TRAIL - LIONSHEAD REALIGNMENT
FEASIBILITY ANALYSIS**

September 16, 2019

Town of Vail
Department of Public Works
Vail, Colorado

REQUEST FOR PROPOSALS
by
TOWN OF VAIL
DEPARTMENT OF PUBLIC WORKS
INSERT DATE

ADVERTISEMENT AND NOTICE OF INVITATION

REQUESTS FOR PROPOSAL AVAILABLE:

Request for Proposal, including response submittal requirements for:

**GORE VALLEY TRAIL - LIONSHEAD REALIGNMENT
FEASIBILITY ANALYSIS**

Will be available on the Town of Vail Share File site and at the Town of Vail Public Works Administration Building, 1309 Elkhorn Drive, Vail, CO 81657. Access to the Share File site can be obtained by emailing Todd Oppenheimer at toppenheimer@vailgov.com. All proposers who download or pick up the RFP must register with Todd Oppenheimer at toppenheimer@vailgov.com to be added to the plan holder's list and Share File system to receive future updates. Failure to do so may result in disqualification. All questions shall be directed to Todd Oppenheimer at the above e-mail address or at 970-479-2160 by **Thursday, October 3, 2019** by 3:00 pm.

RESPONSE INFORMATION:

Proposals are due by **4:00 PM** local time..... **Monday October 14, 2019**

Three (3) printed hard copies and one (1) electronic (PDF) copy shall be delivered to:

Town of Vail
Department of Public Works
1309 Elkhorn Drive
Vail, Colorado 81657
Attn: Todd Oppenheimer

Pre Proposal Meeting at **2:00 PM local time** at the address above
RFP Questions deadline at **3:00 PM** local time
Project Start

September 26, 2019
October 3, 2019
November 6, 2019



**Invitation for:
Request for Proposal
To Provide Professional Design Services
For
GORE VALLEY TRAIL - LIONSHEAD REALIGNMENT
FEASABILITY ANALYSIS**

September 16, 2019

Introduction

The Town of Vail, Colorado is seeking proposals for professional services from qualified design teams for Professional Engineering Design services to complete a feasibility analysis for the relocation of a section the Gore Valley Trail in the vicinity of the Vail Resorts owned and operated Lionshead Ski Base, Eagle Bahn Gondola and Born Free Express Lift. The Gore Valley Trail is a Town of Vail managed recreational multiuse trail running from West Vail to East Vail primarily along Gore Creek, a tributary of the Eagle River. The existing trail alignment through the study area (west to east) crosses beneath the Lionshead Skier Bridge, ascends a very steep, curving slope and enters the congested Lionshead ski base area before continuing east along Gore Creek. The study section of the Gore Valley Trail is approximately 1000 feet in length. The layout of the trail realignment is complicated by the lift cables, chair and rider paths, safety netting and lift buildings for the Eagle Bahn Gondola and Born Free Express Lift.

The purpose of this Feasibility Analysis is to create and evaluate concepts for improving user experience and safety through the realignment of the trail section to reduce the steep, curving grade and separate the trail from the congested ski base. This will be a project managed by the Town of Vail and funded by the Town of Vail and Vail Resorts.

The selected design team will create and evaluate the feasibility of multiple design solutions for the relocation of the trail. The Town of Vail and Vail Resorts have contemplated and discussed this project for some time. Alternatives considered to date include: 1) one or more bridges parallel to Gore Creek below the ski lifts; 2) On grade below the ski lifts.

The ideal team would possess extensive knowledge and design experience with projects of a similar nature and complexity as well as experience working with municipalities and ski resort companies. Teams with knowledge of the local entitlement process as well as the challenges of mountain construction will be favored in the selection process. It is anticipated that teams will

include at a minimum structural, geotechnical and civil engineers, landscape architect, licensed surveyor, and wetland consultant.

It is the intent of all involved to have the site information gathered by the end of November 2019 and complete the creation and analysis of multiple alternatives and have selected a preferred approach within the first quarter of 2020. An additional RFP, or contract negotiations, will occur following the selection of approach, for project design and entitlement with a projected contractor selection process occurring in late 2020 or early 2021. Construction is anticipated in the spring or fall of 2021.

Scope of Services (Overview)

The Town is soliciting proposals from a design team to perform the following tasks:

1. Gather site information
 - a. Property. The site boundary includes several individual ownership parcels. Determine property boundaries, ownership and legal restrictions, zoning, covenants, and easements for each parcel.
 - b. Wetland. Identify and delineate all wetland areas for mapping.
 - c. Utilities. Identify and document the location, type and size of all utilities within the site boundary.
 - d. Survey. Generate a new topographic and improvement survey of the site using Town of Vail datum showing all property lines and easements, utilities, wetlands, topographic features and contours at 2' contour interval, all existing site improvements including location and height of ski lift cable, and lower limits and elevations of features that may effect trail relocation design. Include the location and elevation of the 100 year flood plain line.
 - e. Geotechnical Report. Collect existing geotechnical information from property owner in the form of previous reports. Conduct and document additional drilling and testing as required to support design alternatives.

2. Prepare and Document Design Alternatives
 - a. All graphic documentation will be submitted in PDF, CAD and Word formats as appropriate for the type of document.
 - b. Prepare 3 to 5 conceptual solutions for realignment of the trail through the study area. Present conceptual solution to the Town of Vail Staff and Town Council and Vail Resorts Management for discussion. Prepare preliminary range of cost estimates for each of the conceptual solutions. Facilitate the selection of 2 alternative solutions for further evaluation.
 - c. Refine the 2 selected alternative solutions to a higher level of detail and understanding of the design and construction challenges and opportunities. Prepare an initial detailed construction cost estimate for each of the 2 selected alternatives including the costs associated with any wetland disturbance, utility relocations and ski base area impacts if required. Joint meetings between the

Town Council and other boards and groups are scheduled on infrequent basis and require specific approval by the Town Manager and Town Council.

- d. Present selected alternative solutions to the following groups and document feedback received.
 - i. Public. Schedule and facilitate at least 1 public presentation and discussion of the 2 selected alternatives.
 - ii. Vail Resorts, Vail Mountain Management. Schedule and facilitate a presentation of the 2 selected alternatives including cost estimates and potential impacts to ski base area impacts.
 - iii. Vail Planning and Environmental Commission, PEC. In a work session format present the 2 selected alternatives along with all wetland, utility and ski base area impacts, and feedback received from the public and Vail Resorts Management Team
 - iv. Vail Town Council. In a regular evening session, present the 2 selected alternatives along with cost estimates, all wetland, utility and ski base area impacts, and feedback received from the public, Vail Resorts Management Team and PEC. Facilitate the discussion with the Town Council to arrive at a Preferred Alternative for the realignment of the trail.
3. Development of Preferred Alternative
- a. Develop the Preferred Alternative to Design Development/50% Construction Document level documents to delineate the full scope and impact of the work.
 - b. Prepare detailed, final cost estimate for the Preferred Alternative.
 - c. Vail Planning and Environmental Commission. Prepare, submit and present, on behalf of the Town Council, an application for a Conditional Use Permit, CUP, for the realignment of the trail to the Vail PEC. Edit submittal documents as required to obtain approval of the CUP.
 - d. Approval of the CUP by the PEC will conclude the scope of work for this phase of the project. Additional design work and construction documentation will be negotiated or released as a new Request Proposal at the discretion of the Town of Vail.

Schedule

As previously stated, it is the intent of all involved to have the site information gathered by the end of November 2019 and complete the creation and analysis of multiple alternatives and have selected a preferred approach within the first quarter of 2020. An additional RFP, or contract negotiations, will occur following the selection of approach, for project design and entitlement with a projected contractor selection process occurring in late 2020 or early 2021. Construction is anticipated in the spring or fall of 2021.

Required Submittal

The consultant must provide the following information with respect to the Proposal. **Three** printed hard copies and one (1) electronic copy (Format: PDF) are required to be submitted by **October 14, 2019 at 4:00 PM.**

Your proposal should include the following information:

- A. Cover Letter identifying the lead or prime consulting firm, all other firms that will be include as part of the consulting team and the specific role of each firm.
- B. Background information about each firm.
- C. Description of past experience, regarding educational and/or environmental centers, historical renovations, as well as projects for municipal or ski resort companies. Please provide reference contacts.
- D. Description of the approach to the project, noting project understanding, unique challenges, assessments and project interpretation.
- E. Specify personnel to be assigned by name, position, specific office location, and commitment of time to the project of both the architects and sub consultants. Attach resumes of assigned personnel.
- F. Provide a fixed fee proposal for the Scope of Services listed of the project, with a breakdown of that fee into the phases outlined. The fee should be further broken down and identified by detailed tasks. (Please provide a breakdown of personnel type assigned, estimated time and hourly billing rates of each)
- G. Estimated calendar time to complete each major study work element. State whether the preferred schedule outlined above can be met.
- H. A breakdown of anticipated meetings and presentations.
- I. Any reservations, conditions or constraints related to the request for proposals.

Deliverables

The consultant shall submit the following as required;

- A. All submittals shall be submitted in PDF format as well as hard copy.
- B. 2 hard copies of each work phase

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 is established, the Town of Vail will negotiate a contract with the first priority firm. If negotiations cannot be successfully completed with the first priority firm, negotiations will be formally terminated and will be initiated with the second most qualified firm and, likewise, with the remaining firms.

Selection

Initial evaluation will be based upon the qualifications of the applicant. The Town of Vail reserves the right to waive interviews, and to make its final selection based solely upon the qualification statements and fee proposal.

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 architectural services will be adjusted accordingly.

Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., *et. seq.*, Contractor warrants, represents, acknowledges, and agrees that:

1. Contractor does not knowingly employ or contract with an illegal alien;
2. Contractor shall not 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;
3. Contractor has verified or attempted to verify through participation in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") that Contractor does not employ any illegal aliens. If Contractor is not accepted into the Basic Pilot Program prior to entering into this Agreement, Contractor shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This subparagraph 3 shall be null and void if the Basic Pilot Program is discontinued;
4. Contractor shall not use the Basic Pilot Program procedures to undertake preemployment screening of job applicants while this Agreement is being performed;

5. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall notify such subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien, and shall terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subsection the subcontractor does not cease employing or contracting with the illegal alien, except that Contractor shall not terminate the contract with the subcontractor 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;
6. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in subsection 8-17.5-102 (5), C.R.S; and
7. If Contractor violates any provision of this Agreement pertaining to the duties imposed by subsection 8-17.5-102, C.R.S. the Town may terminate this Agreement and Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

Insurance Requirements

The Contractor shall obtain and maintain in force for the term of this Agreement the following insurance coverage's. Certificates of insurance evidencing such coverages shall be furnished to the Town at the time of signing this Agreement. Prior to cancellation of, or material change in, any requisite policy, thirty (30) days written notice shall be given to the Town through its risk manager. All automobile liability and general liability policies shall include the Town 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.

Sample Agreement

The following Form of Agreement for Professional Services shall be utilized as the contract between parties.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this ____ day of _____, 2019 (the "Effective Date"), by and between the Town of Vail, 75 South Frontage Road, Vail, CO 81657, a Colorado home rule municipal corporation (the "Town"), and _____, an independent contractor with a principal place of business at _____, CO _____ ("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.

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 \$1,000,000 each occurrence and \$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.
3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$1,000,000 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

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. 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. 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 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 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 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 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.

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

TOWN OF VAIL, COLORADO

Patty McKenny, Acting 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 _____, 2019, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

DEPARTMENT PROGRAM AFFIDAVIT

*[To be completed if Consultant 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 ("Contract") 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 Contract; and

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

Consultant Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____
day of _____, 2019, by _____ as _____ of _____.

My commission expires:

(S E A L) _____