

# Timberline Trailcraft PCS Staff Report

**Date:** August 12, 2025  
**To:** County Open Space Advisory Committee  
**Through:** Dan Dertz, Director of Open Space and Natural Resources  
**From:** Lindsay Williams, Land Manager/Ranger  
**CC:** Kirk Inderbitzen, Ranger Supervisor  
Scott McEldowney, Assistant Director  
**Subject:** Public Contract for Trail and Trailhead of County Open Space Properties

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## **EXECUTIVE SUMMARY**

Open Space and Natural Resources (OSNR) staff is requesting the approval of a public contract for services for trail and trailhead maintenance of all County Open Space properties. The contract term will commence July 2025 and terminate on December 31, 2025. The amount of funds appropriated for this contract is not to exceed \$350,000. This contract includes trail design work, maintaining existing trails, trails restoration, and remediation of closed trails. Additionally, this contract includes trailhead design, trailhead construction, and trailhead maintenance. This contract is essential to the continued expectations of Douglas County Open Space users and will allow for the best maintenance management of County Open Space properties.

### **1. Process**

Open Space and Natural Resource staff will execute the option to renew a contract with Timberline Trailcraft based on the agreed terms from the 2024 contract.

### **2. Location**

The project area is located across Douglas County Open Spaces and include Bayou Gulch, Columbine, Dawson Butte, Frink Creamery, Glendale Farm, Greenland, Hidden Mesa, Iron Horse, Lincoln Mountain, Prairie Canyon, Sandstone Ranch, Sharptail Ridge, Spruce Meadows, and Spruce Mountain.

### **3. Project Description**

Douglas County Open Space's trails see erosion from rain and snow melt to recreationists enjoying the trails. This year's projects are focused on repairing places of heavy erosion

that could cause safety concerns if not addressed. Work will include re-establishing the trail tread, drain maintenance, and culvert installation which will provide a safe and enjoyable recreation experience for our guests.

## **CONTEXT**

### **Background**

OSNR staff conducted a competitive process (IFB 012-23) for trail and trailhead maintenance in 2023 with the option to renew through 2025. The bid from Timberline Trailcraft is the most cost effective for what staff considers moderate and difficult trail construction and is competitively priced for the other sections of the invitation for bid.

Timberline Trailcraft, LLC has proven itself to be a company with high standards, effective communication, and a growing history of efficient and quality work as they continue to construct trails on Open Space properties. This last year the company has built upon an already stable history with the county as they constructed some of the original trails on Open Space properties. Timberline Trailcraft is part of a larger company, Timberline Landscaping, and as such can complete large scale projects without subcontracting.

## **RECOMMENDATION**

It is OSNR staff's recommendation that the PCS between the BOCC and Timberline Trailcraft, LLC be approved as it meets the following objectives described in the 2030 Parks, Trails, and Open Space Master Plan:

### **Objective OS 2A**

Develop access to County open space by creating trails and trailheads where appropriate while maintaining and managing existing facilities.

### **Objective OS 2B**

Support development of passive outdoor recreational uses within designated areas, including but not limited to hiking, bicycling, horseback riding, fishing, and other compatible uses of open space in accordance with adopted County regulations, conservation easements, and the PTOS Sales and Use Tax.

### **Objective OS 2C**

Improve recreational opportunities by linking open space areas, regional parks, trails, the national forest, and municipalities.

### **Objective OS 2E**

Adopt and refine open space resource management plans to balance the needs and desires for public use of open space properties and features with other identified open space values.

**Objective OS 3L**

Provide safe and secure open space public facilities.

**ATTACHMENTS PAGE**

2025 Public Contract with Timberline Trailcraft

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (“Contract”) is made and entered into this \_\_\_\_ day, of \_\_\_\_\_, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **TIMBERLINE TRAILCRAFT, LLC**, authorized to do business in Colorado (the “Contractor”). The County and the Contractor are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

### RECITALS

**WHEREAS**, the County is undertaking certain activities for trail construction, trail maintenance, trail reclamation and trail planning; and

**WHEREAS**, the County desires to engage the Contractor to render certain professional services and assistance in connection with such undertakings of the County; and

**WHEREAS**, the Contractor has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the Parties agree as follows:

**1. LINE OF AUTHORITY:** Land Manager Lindsay Williams (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

**2. SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Contractor.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and the Contractor, shall be in writing and shall become part of this Contract upon execution.

The Contractor agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Contractor shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the Term hereof between the Contractor and the County for the use and occupancy by the Contractor of any County facilities or space.

**3. COMPENSATION:** Subject to the Maximum Contract Expenditure and all other provisions of this Contract, the County agrees to pay to the Contractor, and the Contractor agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the Term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract

is **THREE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$350,000.00)** for the Term of this Contract. In no event shall the County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. The County is not under obligation to make any future apportionment or allocation to the Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the Parties that the Term of the Contract shall commence as of 12:01 a.m. on **JUNE 18, 2025**, and terminate at 11:59 p.m. on **DECEMBER 31, 2025**. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term.

6. **INVOICING PROCEDURES:** Payments shall be made to the Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. **CONFLICT OF INTEREST:** The Contractor agrees that no official, officer or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Contractor further agrees not to hire, pay, or contract for services of any official, officer or employee of the County. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the County.

8. **INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Contractor or any other person or entity whatsoever, for any purpose whatsoever. The Contractor shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Contractor need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees.

9. **INDEPENDENT CONTRACTOR:** The Contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Contractor to perform work under this Contract shall be and remain at all times, employees of the Contractor for all purposes. The Contractor and its employees are not entitled to Workers' Compensation or Unemployment Benefits through the County. The Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract relationship.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions of the Colorado Governmental Immunity Act, C.R.S. 24-10- 101 *et seq.* as applicable now or hereafter amended. There is no intent to waive or restrict

governmental immunity. The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, or otherwise available to the County.

**11. ASSIGNMENT:** The Contractor covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative. Any attempt by the Contractor to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Contract and all rights of the Contractor hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Contractor agrees that, upon request of the Authorized Representative, at any time during the Term of this Contract, or three (3) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Contract for the purpose of making an audit, examination or excerpts. The Contractor shall maintain such records until the expiration of three (3) years following the end of the Term of this Contract.

**13. OWNERSHIP OF DOCUMENTS:** Drawings, specifications, guidelines and any other documents prepared by the Contractor in connection with this Contract shall be the property of the County.

**14. ASSIGNMENT OF COPYRIGHTS:** The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Contract, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) to display the work publicly. The Contractor waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

**15. TERMINATION:** The County shall have the right to terminate this Contract, with or without cause, by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ten (10) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Contract shall become the County's property. The Contractor shall be entitled to receive compensation in accordance with this Contract for any satisfactory work completed pursuant to the terms of this Contract prior to the date of notice of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

**16. NOTICES:** Notices concerning Termination of this Contract, notices of alleged or actual violations of the terms or provisions of this Contract, and all other notices shall be made as follows:

by the Contractor to:

Douglas County, Open Space & Natural Resources  
Attn: Lindsay Williams, Land Manager  
100 Third Street  
Castle Rock, CO 80104  
Ph: (303) 660-7495  
E-mail: LWilliams1@Douglas.co.us

with a copy to:

Douglas County Attorney's Office  
100 Third Street, 3<sup>rd</sup> Floor  
Castle Rock, CO 80104  
Ph: (303) 660-7414  
E-mail: attorney@douglas.co.us

and by the County to:

Timberline TrailCraft, LLC  
Attn: Colton Emick  
8110 Opportunity View  
Colorado Springs, CO 80939  
Ph: (719) 491-3677  
E-mail: cemick@timberlinetrailcraft.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**18. GOVERNING LAW; VENUE:** This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under the Contract by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Contractor shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

**20. SEVERABILITY:** In the event any of the provisions of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either Party fail to enforce a specific term of this Contract, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

**21. NO THIRD-PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person under such Contract.

**22. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Contract or services pursuant to this Contract in any of the Contractor's advertising or public

relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, the Assistant Manager, and the Board of County Commissioners.

**23. PRIORITY OF PROVISIONS:** In the event that any terms of this Contract and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Exhibit C - Insurance Requirements
- 3<sup>rd</sup> Exhibit A - Scope of Services
- 4<sup>th</sup> Exhibit B - Method of Payment

**24. HEADINGS; RECITALS:** The headings contained in this Contract are for reference purposes only and shall not in any way affect the meaning or interpretation of this Contract. The Recitals to this Contract are incorporated herein.

**25. ENTIRE CONTRACT:** The Parties acknowledge and agree that the provisions contained herein constitute the Entire Contract and that all representations made by any commissioner, official, officer, director, agent or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Contract, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the Parties with the same formality as this Contract.

**26. INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Contractor shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Contractor's insurance coverage during the Term of this Contract.

**27. COUNTY EXECUTION OF CONTRACT:** This Contract is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

**28. FORCE MAJEURE:** No Party shall be liable for failure to perform hereunder if the failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a Party such as, but not limited to, weather conditions, acts of God, strikes, work stoppages, unavailability of or delay in receiving labor or materials, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or actions of government authorities.

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## **Exhibit A**

### **SCOPE OF WORK**

Trail safety and sustainability are the primary goals. Trails are to be constructed and maintained for non-motorized use including equestrian, pedestrian, and bicycle. Motorized use is not allowed except for Other Power-Driven Mobility Devices (OPDMD).

#### **Trail Standards:**

- The existing tread width shall be widened up to 60 inches.
- The new trail tread width will be up to 60 inches with a rolling contour design.
- The trail corridor shall be 10 feet wide and 12 feet high from the center of the trail tread. The trees and shrubs need to be cleared from the corridor.
- All newly constructed and maintained structures shall be “self-cleaning.”
- Excess material shall be dispersed not less than 20 feet from the trail and shall not impede water flow.
- Construction and maintenance activities are to be conducted in such a manner as not to create safety hazards.
- Contractor may use motorized equipment, tools, and machinery as necessary.
- The Contractor shall furnish, at no additional cost, any reports that may be needed in tracking said services.

#### **Buck & Rail Standards:**

- Buck and rail fence will be placed according to, but not limited to, the descriptions below:
  1. The fence will be constructed in a manner that does not create a safety hazard. Two posts will be screwed to one another at least 12 inches from the top of both posts to form an A-Frame formation. Along with this, a tie will be screwed into both posts 12 inches from the end of each post.
  2. Bucks will be installed in the upright and level position. A top pole will be placed in the upper “V” of the bucks and screwed into the post of the assembled bucks in which the top pole lays with at least 6 inches of overlap between each top pole.
  3. On the level ground, a single diagonal brace pole should be added to every other section.
  4. In addition to the top pole and single diagonal brace pole, two poles will be placed on the trail side of the bucks.

#### **Post & Rail Standards:**

- Post and rail fence will be placed according to, but not limited to, the descriptions below:
  1. The 6.5-foot posts will be ordered with pre-cut holes for round rails.
  2. A fence line will be laid out and post spacing will be determined by the 6-foot round rails.
  3. Post holes will be dug out to a depth of no less than 42 inches. At least 6 inches of the post hole will be backfilled with construction aggregate to reduce the bottom of the post from rotting over time.
  4. Rails can be secured by screws or nails for better securement

#### **Trailhead & Trail Mowing Standards:**

- OSNR trails shall be mowed 2.5 feet on both sides of the trail tread.
- If vegetation is present in the middle of the trail tread, it will be mowed in its entirety.

- Vegetation will be mowed to a height no less than 3.0 inches and no more than 4.0 inches.
- At the direction of OSNR, woody vegetation within the trail corridor beyond the means of being mowed will be brush cut flush to the ground to a height no more than 2.0 inches.
- Structures, including but not limited to, benches, picnic tables, and kiosks encountered at OSNR Trailheads and Trails will be string-trimmed around the entirety of the structure(s) to a height no less than 2.0 inches and no more than 3.0 inches.
- At the direction of OSNR, trailhead envelopes will be mowed both inside and outside of the fence line to a height no less than 2.0 inches and no more than 3.0 inches in height.

### **2025 Priority Project Overview:**

Douglas County Open Space and Natural Resources (OSNR) has approximately 100 miles of natural surface trail. Trails are situated along riparian areas, meadows, forested buttes, and mountainous terrain. The Gambel oak and pine can be sparse to densely forested. Elevation ranges from 5,600 feet to 7,500 feet above sea level. Tread width currently varies from 18 inches to 60 inches. Tread condition varies wildly from newer construction to highly eroded and braided.

Douglas County Open Space and Natural Resources also manages and maintains twelve trailheads. All trailheads include a porta-potty structure, at least one kiosk, picnic tables and/or benches, and parking for vehicles. Four of the twelve trailheads contain picnic shelters.

As follows is a list of specific projects in priority ranking, although this is not all inclusive as priorities might change:

- 1) Spruce Meadows Open Space reroute. This project will be working on 2.2 miles of the southeast section of trail. The project will entail a reroute of the first .5 mile of trail due to heavy erosion causing unsafe trail conditions. The rest of the 1.7 miles of trail will be maintenance work and re-establishing the trail tread.
- 2) Culvert placement on multiple properties
- 3) Spruce Mountain Open Space re-establishing roughly a mile of tread on the north section of the loop on top of Spruce Mountain
- 4) Dawson Butte Open Space re-establishing half a mile of tread on the Fence Line Trail
- 5) Sharptail Ridge Open Space picnic shelter work
- 6) DuPont Open Space re-establish half a mile of tread
- 7) Columbine Open Space re-do fencing around parking lot
- 8) Greenland Open Space re-establishing a mile of tread on the Luge Trail
- 9) Bayou Gulch Open Space re-route a quarter mile of trail on the southwest corner of the Bayou Gulch Trail

**Exhibit B**  
**METHOD OF PAYMENT**

**Trail Fee Schedule**

Category	Measurement	Easy	Moderate	Difficult
LF price trail construction	LF	\$5.51	\$6.14	\$7.62
LF price trail maintenance	LF	\$4.36	\$5.73	\$6.47
Rock armor/diversion structure construction	SF	\$16.42	\$35.60	\$44.50
Rock armor/diversion structure maintenance	LF	\$5.51	\$6.14	\$7.62
Reclaim abandoned trail	LF	\$1.38	\$2.01	\$3.29
Mobilization (4 per crew/Per Day)	SF	\$250.00	\$250.00	\$250.00

Linear Foot = LF

Square Foot = SF

Mobilization = Per Day

**Fence Fee Schedule**

Category	Measurement	Minimal Slope	Moderate Slop	Extreme Slope
LF buck & rail removal	LF	\$13.75	\$25.66	\$40.88
LF post & rail removal	LF	\$8.99	\$17.89	\$46.47
LF buck & rail installation	LF	\$34.87	\$45.18	\$68.20
LF post & rail installation	LF	\$32.33	\$43.22	\$64.11
Mobilization (3 per crew)	Per Day	\$225.00	\$225.00	\$225.00

Linear Foot = LF

Mobilization = Per Day

**Trailhead and Trail Mowing Fee Schedule**

Category	Measurement	Minimally Vegetated	Moderately Vegetated	Extremely Vegetated
Per hour mowing	Hour	\$93.68	\$93.68	\$93.68
Per hour string trimmer	Hour	\$75.41	\$75.41	\$75.41
Per hour brush cutting	Hour	\$75.41	\$75.41	\$75.41
Mobilization	Per Day	\$200.00	\$200.00	\$200.00

Mobilization = Per Day

**Exhibit C**  
**INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury (including coverage for contractual and employee acts) with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. \$2,000,000.
2. **Automobile Liability:** Insurance Services Office Form covering, Code 1 (any auto), or if the Contractor has no owned autos, Code 8 (hired) and 9 (non- owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Colorado, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

The Insurance obligations under this Contract shall be the minimum Insurance coverage requirements and/or limits shown in this Contract; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to the County. No representation is made that the minimum Insurance requirements of this Contract are sufficient to cover the obligations of the Contractor under this Contract.

**OTHER INSURANCE PROVISIONS**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status.** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

**Primary Coverage.** For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance. Any insurance or self- insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the Contractor's insurance.

**Notice of Cancellation.** Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

**Waiver of Subrogation.** The Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The Contractor agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County. The Contractor will indemnify the County, in full, for any amounts related to the above.

**Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

**Claims Made Policies.** If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of Contract work.
2. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after completion of the Contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of Contract work.

**Verification of Coverage.** The Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, the County reserves the right, but not the obligation, to

review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the Contractor to provide insurance policies within ten (10) working days of receipt of the written request will constitute a material breach of contract upon which the County may immediately terminate this Contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within twenty (20) days of cancellation, termination, or material change will be sent via mail or e-mail to:

Douglas County Government  
Attn: Risk Management  
100 Third Street  
Castle Rock, Colorado 80104  
[risk@douglas.co.us](mailto:risk@douglas.co.us)

**Subcontractors.** The Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure the County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The Contractor will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the Contractor to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which the County may immediately terminate this Contract.

**Governmental Immunity.** The Parties hereto understand and agree that the County is relying on and does not waive or intend to waive by any provision of this Contract, 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 from time to time amended, or otherwise available to the County, its commissioners, officers, officials, employees or volunteers.

**Special Risks or Circumstances.** The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract as of the above date.

TIMBERLINE TRAILCRAFT, LLC

BY: [Signature]  
Printed Name Judd Bryarly  
Title: VICE PRESIDENT  
DATE: 7/2/25

ATTEST: (if a corporation)  
[Signature]  
Title: Business Unit Leader

Signature of Notary Public Required:

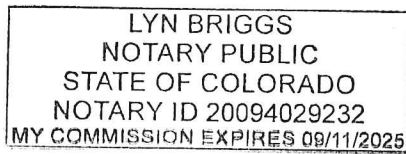
STATE OF Colorado )  
 ) ss.  
COUNTY OF El Paso )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of July, 2025, by  
Cotton Judd Bryarly

Witness my hand and official seal

[Signature]  
Notary Public

My commission expires: 9/11/2025



INSTRUCTIONS

Print out this page and then attach the signed and notarized page to this attachment icon.