# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING
# TUESDAY, FEBRUARY 24, 2026
# AGENDA

**Tuesday, February 24, 2026** **1:30 PM** **Hearing Room**

Invocation – Jason Van Divier

**1:30 PM**

**1. Call to Order**

a. Pledge of Allegiance

b. Attorney Certification of Agenda

c. Commissioners Disclosure for Items on This Agenda

**2. Ceremonies/Proclamations**

a. Resolution Recognizing School Resource Officers.

**Attachments:** Resolution Reognizing School Resource Officers

**3. Consent Agenda**

a. Approval of Business Meeting Minutes from February 10, 2026.

**Attachments:** Minutes Business Meeting 02.10.2026

b. Approval of Land Use/Public Hearing Minutes from February 10, 2026.

**Attachments:** Minutes LU_PH Meeting 02.10.2026

c. Approval of Vouchers February 17, 2026
Christie Guthrie, Director of Finance — *Finance Department*

**Attachments:** 02.17.26 BOCC

d. Approval of Vouchers February 24, 2026
Christie Guthrie, Director of Finance — *Finance Department*

**Attachments:** 02.24.26 BOCC

e. Amendment to the 2024-2028 Tyler Technologies Software Support Renewal Agreement with Costs Shared by the Douglas County Emergency Communications Services Authority of $556,844.05 Annually with a County Portion of $304,817.18 and Douglas County Emergency Communications Services Authority Portion of $252,026.87.
Division Chief Taylor Davis — *Sheriff*

**Attachments:** Cover Page
Douglas County CO Remove Software Svcs Amendment 021126

f. AXON Enterprises Purchase Requests for the 2026 Annual Invoice to Include Coterminous 5th, 6th and 7th Amendments to the Taser International Master Purchasing Agreement in the Amount of $1,748,541.86.
Division Chief Taylor Davis, Support Services — *Sheriff*

**Attachments:** Cover Page
AXON Invoice_INUS419383

g. Amendment No. 1 to the On-Call Arborist Services for Contract Maintenance Projects Contract with Colorado Virginia Company, LLC, dba COVA Tree for an Amount not to Exceed $100,000.00, Douglas County Project Number CI 2025-007.
Amy Strouthopoulos, Pavement Management Supervisor — *Department of Public Works Engineering*

**Attachments:** Cover Page
PCS Amendment - COVA - On-Call Arborist-Amy S

h. 2025 Equitable Sharing Agreement and Certification Report.
Joel White, Division Chief Patrol — *Sheriff*

**Attachments:** Cover Page
2025 ESAC Report Unsigned

i. 2026 Public Contract for Services with WEX Health, Inc. in the Annual Amount of $32,000.00 with a Maximum Contract Liability of $298,000.00.
Laura Leary, Human Resources Director — *Human Resources*

**Attachments:** Cover Page
WEX-Discovery Benefits Contract Amendment 2026

j. Public Amendment for Services by and Between Vision Services Plan and Douglas County for Vision Employee Benefits in the Amount of $229,000.00.
Laura Leary, Human Resources Director — *Human Resources*

**Attachments:** Cover Page
VSP Contract Amendment 2026

k. 2026 Public Amendment for Services with Hello Heart in the Amount of $355,000.00.
Laura Leary, Human Resources Director — *Human Resources*

**Attachments:** Cover Page
Hello Heart Contract Amendment 2026

l. 2026 Public Contract Amendment for Services with MJ Insurance, Inc. in the Amount of $150,000.00.
Laura Leary, Human Resources Director — *Human Resources*

**Attachments:** Cover Page
MJ Contract Amendment 2026

m. Lifelong, Inc. Contract- Second Amendment with the Department of Human Services in the Amount of $240,000.00.
Ruby Richards, Deputy Director — *Human Services*

**Attachments:** Cover Page
DC-SOSA- Lifelong 2025-2026- 2nd Amendment

n. Contract and Purchase Order for the 2026 Douglas County Fair & Rodeo Concert Headliner in the Amount of $150,000.00.
Zach Burns, Fairgrounds Manager, Facilities, Fleet & Emergency Support Services — *Fairgrounds Operations*

**Attachments:** Cover Page
Trace Adkins contract, Castle Rock, CO 2026

o. Parks Funding Agreement Between Douglas County and the Douglas County School District in the Amount of $336,769.00 for the Construction of Field Lights at Castle View High School.
Luke Thornton, Parks Program Coordinator — *Parks and Recreation Department*

**Attachments:** Cover Page
Staff Report - Parks Funding Agreement DCSD Castle View Lights

p. 2026 Public Contract for Services with River North Transit LLC For Regional Rideshare Services in the Amount Of $4,404,615.00.
Ryan Arthur, Community Programs Coordinator — *Community Services*

**Attachments:** Cover Page
Staff-Report_Via-PCS_20260224

q. Purchase Order to Power Equipment Company in the Amount of $178,255.00 Utilizing Sourcewell Contract #060122-BAI.
Brian Franklin, Assistant Director, Fleet Services — *Facilities and Fleet & Emergency Support Services*

**Attachments:** Cover Page
BW211D-5PL DOUGLAS COUNTY HWY.-2026-1-29 (1)
BOMAG Contract 060122

r. Purchase Order to Daniels Long Chevrolet in the Amount of $145,305.60 Under Douglas County IFB #027-25.
Brian Franklin, Assistant Director, Fleet Services — *Facilities and Fleet & Emergency Support Services*

**Attachments:** Cover Page
DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26
DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26
DOUGLAS COUNTY QUOTE 2026 EQUINOX ORDER
DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT PRICING
IFB #027-25 Posted Bid
Daniels Long Chevrolet Award Letter_120825

s. Purchase Order to Phil Long Ford in the Amount of $255,152.85 Under Douglas County IFB #027-25.
Brian Franklin, Assistant Director, Fleet Services — *Facilities and Fleet & Emergency Support Services*

**Attachments:** Cover Page
DouglasCO_F350CrewCabwUpfit
IFB #027-25 Posted Bid
Phil Long Ford Award Letter_120825

t. Purchase Order to Power Equipment Company in the Amount of $178,255.00 Utilizing Sourcewell Contract #060122-BAI.
Brian Franklin, Assistant Director, Fleet Services — *Facilities and Fleet & Emergency Support Services*

**Attachments:** Cover Page
BW211D-5PL DOUGLAS COUNTY HWY.-2026-1-29 (1)
BOMAG Contract 060122

u. Purchase Order to Strong Contractors for Phase VI Roof Replacement Project at the Robert A. Christensen Justice Center in the Amount of $321,000.00, Award IFB #027-22.
Troy Bahr, Facilities Manager, FFESS — *Facilities and Fleet & Emergency Support Services*

**Attachments:** Cover Page
Silicone Roof Coating Proposal - Justice Center - Phase VI
2026 DC Construction Contract_Strong Contractors_JC Roof_02.04.2026

v. Purchase Order #2025668 Change Order and Contract Amendment for Wember, Inc. in the Amount of $628,028.00.
Tim Hallmark, Director, Facilities, Fleet & Emergency Support Services — *Facilities and Fleet & Emergency Support Services*

**Attachments:** Cover Page
2026 DC_2nd Amdt to PCS -Wember_02.05.2026
ZEB-2026.01.30-WEM-Add Service-02.packet_Signed

w. ESRI ELA 2026 Renewal in the Amount of $675,000.00.
Mike Wise, Sr. Manager Application Services — *Information Technology*

**Attachments:** Cover Page
ESRI 2026-2028 675,000 Renewal Proposal

x. Circular Edge JDE 2026-2027 CNC and Oracle DBA Support in the Amount of $129,780.
Mike Wise, Deputy Director of IT for Application Services — *Information Technology*

**Attachments:** Cover Page
Circular Edge SOSA 2026-11 129,780 JDE CNC and DBA Support

y. E.T. Technologies - Fuel Management Hardware and Installation in the Amount of $159,678.40.
Mike Wise, Deputy Director, IT — *Information Technology*

**Attachments:** Cover Page
ET Technologies PCS 159,678.40 02.03.26

z. Amendment No. 1 to the Jones Road Improvements Project Contract with Matrix Design Group, Inc. for an Amount not to Exceed $149,170.00 and a Time Extension of Six Months, Douglas County Project Number CI 2025-029.
Amy Strouthopoulos, Pavement Management Supervisor — *Department of Public Works Engineering*

**Attachments:** Cover Page
Contract Amd - Matrix Design Group-Amend 1-Jones Rd Improvements-Amy S CI2025-029

aa. Amendment No. 1 to the Property Monument Replacement and Survey Support Project Contract with Aztec Consultants Inc. for an Amount not to Exceed $100,000.00 and a Time Extension of One Year, Douglas County Project Number CI 2025-005.
Amy Strouthopoulos, Pavement Management Supervisor — *Department of Public Works Engineering*

**Attachments:** Cover Page
Contract Amend 1 - Aztec Property Monument Repl and Survey Support-Amy S CI2025-005

ab. Public Contract for Services for Biochar Consulting Services Related to the Douglas County Biochar Facility with Carbon Dynamics LLC for an Amount not to Exceed $75,000.00.
Dan Roberts, P.E., Asst. Public Works Director - PW Operations — *Public Works Operations*

**Attachments:** Cover Page
PCS with Carbon Dynamics, LLC for Biochar Consulting Services 12.26.2025

ac. Resolution Approving the Draw in the Amount of $241,217.37 on Irrevocable Letter of Credit No. 18134339-00-000, issued by PNC Bank, N.A., In Connection with Cielo Filing 1, Model Lot Phase Warranty Performance Security, Douglas County Project Number DV 2021-313
Janet Peterson, Engineering Agreements Technician — *Department of Public Works Engineering*

**Attachments:** Cover Page
Warranty Resolution - PNC Bank - Cielo Filing 1
Warranty Letter - Cielo Filing 1

## 4. Regular Agenda

a. Public Contract for Services with Trans Aero LTD for Exclusive Use Helicopter Services for the Office of Emergency Management and Purchase Order for Approved $1,530,000.00 Budget Line Item.
Tom Kenny, Deputy Director of Emergency Management — *Emergency Management*

**Attachments:** Cover Page
2026 DC 3rd Amdt to PCS EU Trans Aero Ltd 01.29.26 Final

b. Public Contract for Services with Basis Partners for the Quebec Street / Park Meadows Drive Improvement Project Final Design, in the Amount of $839,502.40, Douglas County Project Number CI 2025-014.
Amy Strouthopoulos, P.E., Pavement Management Supervisor — *Department of Public Works Engineering*

**Attachments:** Cover Page
PCS_Basis_Quebec Park Meadows Final Design

c. Second Reading - An Ordinance to Support Law Enforcement and Crime Prevention in Douglas County, Colorado.
Jeff Garcia, County Attorney — *County Attorney*

**Attachments:** Cover Page
Ord Report Crimes 2.19.25

## 5. Commissioner Comments

## 6. Other Business

## 7. County Manager

a. County Manager Report.

**Attachments:** County Manager Report 2.24.26

## 8. Adjournment

***The Next Business Meeting Will be Held on Tuesday, March 10, 2026 @ 1:30 p.m.***

**MEETING DATE:** February 24, 2026

**DESCRIPTION:** Resolution Recognizing School Resource Officers.

**ATTACHMENTS:**

Resolution Reognizing School Resource Officers

**Resolution No. R-026-**

**THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO A RESOLUTION RECOGNIZING SCHOOL RESOURCE OFFICERS**

***WHEREAS***, Douglas County has the largest School Resource Officer team in the state, with 43 deputies protecting every elementary, middle and high school in the county.

***WHEREAS***, School Resource Officers of the Douglas Sheriff's Office are specially trained to work in the school environment with children and young adults, addressing their specific needs, challenges and safety concerns.

***WHEREAS,*** every School Resource Officer attends training sponsored by the National Association of School Resource Officers and attends refresher training sponsored by the Colorado Association of School Resource Officers, locally and nationally, to stay on the cutting edge of this field.

***WHEREAS,*** Douglas County is dedicated to the safety, well-being and education of children with Commissioners investing in school safety and resources, including voting unanimously in 2024 to share costs with schools for the funding of 7 new resource officers to provide Douglas County with the largest School Resource Officer team in Colorado.

***WHEREAS,*** School Resource Officer Appreciation Day is nationally recognized on February 15, 2026, this year, but due to their significant impact on Douglas County, the Board of Douglas County Commissioners wishes to recognize their contributions for a full week, declaring February 23 through February 27 as School Resource Officer Appreciation Week.

**BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**, that the Board of County Commissioners of the County of Douglas, Colorado,

**PASSED AND ADOPTED** this 24th day of February 2026 in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO**
**BY**:_____
**GEORGE TEAL,** Chair

**ATTEST**: **BY**: _____
**Hayley Hall, Clerk to the Board**

**MEETING DATE:** February 24, 2026

**DESCRIPTION:** Approval of Business Meeting Minutes from February 10, 2026.

**ATTACHMENTS:**

Minutes Business Meeting 02.10.2026

# BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING

# TUESDAY, FEBRUARY 10, 2026

# MINUTES

**Tuesday, February 10, 2026** **1:30 PM** **Hearing Room**

Invocation – Moment of Silence

**1:30 PM**

Rollcall

**PRESENT:** Commissioner Kevin Van Winkle
Vice Chair George Teal
**EXCUSED:** Chairperson Abe Laydon

**1. Call to Order**

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been reviewed by his office and they all meet legal approval.

c. Commissioners Disclosure for Items on This Agenda

**2. Ceremonies/Proclamations**

b. Roundup Riders of the Rockies Check Presentation.

Dan Dertz, Director of Open Space, addressed the Board to present on this Item.

Kim Harbough addressed the Board to comment on this Item.

Kelly Tisher addressed the Board to comment on this Item.

Mr. Dertz readdressed the Board to further present on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

a. Recognition of Eagle Scout Liam O'Brien.

Caroline Frizell, Director of Communication and Public Affairs, addressed the Board to present on this Item.

Liam O'Brien, Eagle Scout, addressed the Board to present on this Item.

Stephanie Dorrell, Douglas County Sheriff's Office, addressed the Board to present on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

**3. Consent Agenda**

This is Motion No. 026-015

Commissioner Van Winkle moved that the Board approve the requests in Items "a" through "r" and Items "t" through "z" of the Consent Agenda.Item "s" is pulled and will be heard at a later date.

**RESULT:** ADOPTED THE CONSENT AGENDA
**MOVER:** Kevin Van Winkle
**SECONDER:** George Teal
**AYES:** Van Winkle, Teal
**EXCUSED:** Laydon

a. Approval of Business Meeting Minutes from January 27, 2026.

b. Approval of Land Use/Public Hearing Minutes from January 27, 2026.

c. Approval of Vouchers February 3, 2026

d. Approval of Vouchers February 10, 2026

e. Second Amendment to the Amended and Restated Intergovernmental Agreement Between the Town of Castle Rock and Douglas County for the Highway 85 Wastewater Collection and Treatment System.

f. Intergovernmental Agreement Between The City Of Lone Tree And Douglas County Regarding Cost Sharing For Link On Demand, Douglas County Project Number CI 2023-042

g. 2026 Public Contract for Services Amendment with The Hartford Life and Accident Insurance Company in Amount of $1,233,000.00.

h. Public Amendment for Services by and Between Delta Dental of Colorado and Douglas County for Employee Dental Benefits in the Amount of $1,234,498.00.

i. 2026 Public Contract for Services Amendment with Telligen, Inc. in the Annual Amount of $74,000.00 with a Maximum Contract Liability of $506,000.00.

j. 2026 Public Contract for Services Amendment with Fiduciary Consulting Group at Morgan Stanley (formerly Cook Street Consulting, Inc.) in the Annual Amount of $60,000.00 with a Maximum Contract Liability of $180,000.00.

k. Public Amendment for Services by and Between Health Advocate and Douglas County for EAP and Advocacy Employee Benefits in the Amount of $251,600.00.

l. Purchase Order to John Elway Chevrolet for a Total Amount of $441,840.00 under Douglas

County IFB #027-25.

m. Purchase Order to Sil-TerHar Motors, Inc. in the Amount of $570,660.00 Under Douglas County IFB #027-25 Awarded to Sil-TerHar Motors.

n. Purchase Orders to KUBL Group for Justice Center Jail Control System Upgrade Projects Approved in 2026, Adopted Budget in the Amount of $519,705.00.

o. Purchase Order for the County's Portion of Funding for Douglas County Colorado State University Extension as Approved in the 2026 Budget in the Amount of $484,100.00.

p. Purchase Order to TransWest Trailers in the Amount of $111,633.70 Under Sourcewell - Trail King Trailer Contract #092922.

q. Reciprocal License Agreement Between the Douglas County Board of County Commissioners and the Highlands Ranch Metropolitan District.

r. Construction Contract for the 2026 Asphalt Overlay Project to Martin Marietta Materials, Inc. in the Amount of $10,230,041.55, Douglas County Project Number CI 2026-003.

s. Public Contract for Services for Purchase and Installation of Three Road Weather Information System Weather Stations with Vaisala, Inc. for an Amount not to Exceed $202,289.52, Douglas County Project No. CI2026-010.

t. Bid Award with Exteriors Denver LLC for Carcass Removal Services.

u. Amendment No.2 to the On-Call Landscape Services Contract with RG Landscaping Services LLC for an Amount not to Exceed $100,000.00, Douglas County Project Number CI 2025-006.

v. Professional Services Contract with Water and Earth Technologies, for the 2026 Flood Protection Infrastructure Hydraulics & Hydrology Operations & Maintenance Project in the Amount of $248,010.00, Douglas County Project Number SP 2026-001.

w. Acceptance of these Sidewalk Easements from Scott Ave Land Holdings, LLC, whose Address is 210 University Blvd., Ste. 460, Denver, CO., 80206, Douglas County Project Number DV 2023-282

x. Acceptance of this Drainage Easement from Scott Ave Land Holdings, LLC, whose Address is 210 University Blvd, Ste. 460, Denver, CO, 80206, Douglas County Project Number DV 2023-282

y. Acceptance of a Secondary Storm Drainage Easement from Storage Yard, LLC for 2096 South Interstate 25 to Provide Access to the Private Stormwater System to Perform Maintenance in the Event the Owner Fails to Adequately Maintain said Facilities, Douglas County Project Number DV 2024-276.

z. Acceptance of Special Warranty Deed from Scott Ave Land Holdings LLC Regarding the Dedication of a Segment of Right-of-Way for Pinery Center Boulevard.

**4. Regular Agenda**

a. Ordinance Establishing Business Licensure Requirements to Regulate Massage Facilities and to Regulate and Prohibit Unlawful Activities for the Sole Purpose of Deterring Illicit Massage Business and Preventing Human Trafficking, within Douglas County, Colorado.

Valerie Brewster, Sr. Assistant County Attorney, addressed the Board to present on this Item.

Commissioner Van Winkle commented on this Item and asked a clarifying question.
Ms. Brewster addressed the Board to answer the Commissioner's question.

Commissioner Teal commented on this Item.

Public Comment:

Barrett Rothe, Castle Pines, addressed the Board to provide public comment.

Katie Barrett, Castle Rock, addressed the Board to provide public comment.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Commissioner Van Winkle commented on this Item.

This is Motion No. 026-016

Commissioner Van Winkle moved that the Board approve Ordinance Establishing Business Licensure Requirements to Regulate Massage Facilities and to Regulate and Prohibit Unlawful Activities for the Sole Purpose of Deterring Illicit Massage Business and Preventing Human Trafficking, within Douglas County, Colorado.

**RESULT:** ADOPTED
**MOVER:** Kevin Van Winkle
**SECONDER:** George Teal
**AYES:** Van Winkle, Teal
**EXCUSED:** Laydon

b. Resolution for Expeditious Review of Electric Vehicle Charging Stations.

DJ Beckwith, Department of Community Development, addressed the Board to present on this Item.

Commissioner Teal asked clarifying questions.
Mr. Beckwith addressed the Board to help answer the Commissioner's questions.

Public Comment:

Barrett Rothe, Castle Pines, addressed the Board to provide public comment.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 026-017

Commissioner Van Winkle moved that the Board approve Resolution for Expeditious Review of Electric Vehicle Charging Stations.

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|---|---|
| **RESULT:** | ADOPTED |
| **MOVER:** | Kevin Van Winkle |
| **SECONDER:** | George Teal |
| **AYES:** | Van Winkle, Teal |
| **EXCUSED:** | Laydon |
| | Resolution No: R-026-011 |

c. Resolution Committing County Support to Douglas County Sheriff's Deputies in Matters of Civil Litigation.

Commissioner Teal presented on this Item and read the Resolution.

Public Comment:

Lora Thomas, Highlands Ranch, addressed the Board to provide public comment.

Kim Carol, Parker, addressed the Board to provide public comment.

Katie Barrett, Castle Rock, addressed the Board to provide public comment.

MiDian Shofner addressed the Board to provide public comment.

Julie Ort, Highlands Ranch, addressed the Board to provide public comment.

Rev. Lauren Grubaugh Thomas addressed the Board to provide public comment.

Bob Marshall, Highlands Ranch, addressed the Board to provide public comment.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

Veronica Seabron addressed the Board to provide public comment.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 026-018

Commissioner Van Winkle moved that the Board approve Resolution Committing County Support to Douglas County Sheriff's Deputies in Matters of Civil Litigation.

**RESULT:** ADOPTED

| | |
|---|---|
| **MOVER:** | Kevin Van Winkle |
| **SECONDER:** | George Teal |
| **AYES:** | Van Winkle, Teal |
| **EXCUSED:** | Laydon |
| | Resolution No: R-026-012 |

## 5. Commissioner Comments

## 6. Other Business

a. Resolution Making an Appointment to the Douglas County Community Foundation.

Commissioner Teal presented on this Item.

Public Comment: None

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 026-019

Commissioner Teal moved that the Board approve Resolution Making an Appointment to the Douglas County Community Foundation.

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|---|---|
| **RESULT:** | ADOPTED |
| **MOVER:** | George Teal |
| **SECONDER:** | Kevin Van Winkle |
| **AYES:** | Van Winkle, Teal |
| **EXCUSED:** | Laydon |
| | Resolution No: R-026-013 |

## 7. County Manager

a. County Manager Report.

## 8. Adjournment

***The Next Business Meeting Will be Held on Tuesday, February 24, 2026 @ 1:30 p.m.***

**MEETING DATE:** February 24, 2026

**DESCRIPTION:** Approval of Land Use/Public Hearing Minutes from February 10, 2026.

**ATTACHMENTS:**

Minutes LU_PH Meeting 02.10.2026

# BOARD OF COUNTY COMMISSIONERS LAND USE MEETING/PUBLIC HEARING

## TUESDAY, FEBRUARY 10, 2026

## MINUTES

**Tuesday, February 10, 2026** **2:30 PM** **Hearing Room**

**2:30 PM**

Rollcall

**PRESENT:** Vice Chair George Teal
Kevin Van Winkle
**EXCUSED:** Chairperson Abe Laydon

**1. Call to Order**

a. Pledge of Allegiance

b. Attorney Certification of Agenda

Jeff Garcia, County Attorney, said that all items on today's agenda have been properly noticed and the Board has jurisdiction to proceed.

c. Commissioners Disclosure for Items on This Agenda

**2. Land Use Meeting Agenda Items**

a. Hemphill Subdivision, 2nd Amendment - Replat - Project File: SB2025-013.

Eric Pavlinek, Department of Community Development, addressed the Board to present on this Item.

Commissioner Van Winkle asked a clarifying question.
Mr. Pavlinek addressed the Board to help answer the Commissioner's question.

Kevin Archer, applicant representative, addressed the Board to present on this Item and agreed to the conditions as presented.

Public Comment: None

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 026-020

Commissioner Van Winkle moved that the Board approve Hemphill Subdivision, 2nd

Amendment - Replat - because it does meet all of the approval criteria, with 8 conditions as presented, Project File: SB2025-013.

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|---|---|
| **RESULT:** | ADOPTED |
| **MOVER:** | Kevin Van Winkle |
| **SECONDER:** | George Teal |
| **AYES:** | Vice Chair Teal and Commissioner Van Winkle |
| **EXCUSED:** | Laydon |

## 3. Public Hearing Agenda Items

a. Sterling Ranch Planned Development, 15th Amendment - Planned Development Rezoning and Major Amendment - Project File: ZR2025-014.

Brett Thomas, Department of Community Development, addressed the Board to present on this Item.

Commissioner Van Winkle commented on this Item and asked a clarifying question.
Mr. Thomas addressed the Board to answer the Commissioner's question.

Susan Beckman, Sterling Ranch Development Company, addressed the Board to further present on this Item.

Kevin Johnk, Sterling Ranch Development Company, addressed the Board to further present on this Item.

Ms. Beckman readdressed the Board to further present on this Item.

Commissioner Van Winkle commented asked clarifying questions.
Brock Smethills, Sterling Ranch Development Company, addressed the Board to help answer the Commissioner's questions.
Andrea Cole, Dominion Water and Sanitation District, addressed the Board to help answer the Commissioner's questions.
Mr. Smethills readdressed the Board to comment on this Item.

Commissioner Teal commented on this Item and asked clarifying questions.
Mr. Smethills addressed the Board to help answer the Commissioner's questions.

Public Comment:

Marla Gifford, Louviers, addressed the Board to provide public comment.

Paul Messenich addressed the Board to provide public comment.

Robert Howard, Louviers, addressed the Board to provide public comment.

Ann Sheflin addressed the Board to provide public comment.

Sharon Caldwell addressed the Board to provide public comment.

Ephram Glass addressed the Board to provide public comment.

Sam Greska, Louviers, addressed the Board to provide public comment.

Doug Chestnutt addressed the Board to provide public comment.

Katy Michels addressed the Board to provide public comment.

Kristen McLaughlin, Louviers, addressed the Board to provide public comment.

James Gifford, Louviers, addressed the Board to provide public comment.

Jim Wattenberger addressed the Board to provide public comment.

Ms. Beckman readdressed the Board to respond to public comment.

Mr. Johnk readdressed the Board to respond to public comment.

Mr. Smethills addressed the Board to comment on this Item.

Abby Kirkbride, Counsel to Sterling Ranch, addressed the Board to comment on this Item.

Mr. Smethills addressed the Board to comment on this Item and accept the conditions as presented.

Gary Debus, Sterling Ranch Community Authority Board, addressed the Board to comment on this Item.

Jessica Gottschalk, Sterling Ranch Community Authority Board, addressed the Board to comment on this Item.

Ms. Beckman addressed the Board to comment on this Item.

Commissioner Van Winkle commented on this Item.

Commissioner Teal commented on this Item.

This is Motion No. 026-021

Commissioner Van Winkle moved that the Board approve Sterling Ranch Planned Development, 15th Amendment - Planned Development Rezoning and Major Amendment because it does meet all of the approval criteria, with 2 conditions as presented - Project File: ZR2025-014.

| | |
|---|---|
| **RESULT:** | ADOPTED |
| **MOVER:** | Kevin Van Winkle |
| **SECONDER:** | George Teal |
| **AYES:** | Vice Chair Teal and Commissioner Van Winkle |
| **EXCUSED:** | Laydon |

## 4. Adjournment

***The Next Land Use Meeting / Public Hearing Will be Held on Tuesday, February 24, 2026 @ 2:30 p.m.***

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Christie Guthrie, Director of Finance

**DESCRIPTION:** Approval of Vouchers February 17, 2026

**SUMMARY:** The attached printout lists vouchers and electronic funds transfers requiring Board approval.

| | | |
|---|---|---|
| Vouchers | $ | 3,563,646.57 |
| Electronic Funds Transfers | $ | |
| Handwritten Checks | $ | 4,543,384.39 |
| Purchasing Card Charges | $ | 873,205.64 |
| Election Judges | $ | |
| **TOTAL:** | **$** | **8,980,236.60** |

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

**RECOMMENDED ACTION:** Approval.

**REVIEW:**

| | | |
|---|---|---|
| Christie Guthrie | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/11/2026 |
| Doug DeBord | Approve | 2/11/2026 |

**ATTACHMENTS:**

02.17.26 BOCC

R55AP001 | DOUGLAS COUNTY GOVERNMENT | 2/10/2026
Payment Register Report | 9:39:59

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113423 | 02/18/26 | 3M COMPANY | 9437592151 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436500 | Sign Parts & Supplies | 390.00 | SIGN SHEETING |
| | | | 9437575679 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436500 | Sign Parts & Supplies | 4,212.75 | SIGN SHEETING AND FILM |
| | | | | | | | | **Total Payment** | **4,602.75** | |
| 113424 | 02/18/26 | ABSOLUTE GRAPHICS INC | 35904 | 100 | 21150 | PROFESSIONAL STANDARDS | 433500 | Clothing & Uniforms | 56.12 | JACKET |
| | | | 35903 | 100 | 23200 | EVIDENCE | 433500 | Clothing & Uniforms | 56.70 | POLOS |
| | | | 35902 | 100 | 23200 | EVIDENCE | 433500 | Clothing & Uniforms | 113.40 | POLOS |
| | | | 35904 | 100 | 23300 | VICTIM ASSISTANCE SECTION | 433500 | Clothing & Uniforms | 56.12 | JACKET |
| | | | | | | | | **Total Payment** | **282.34** | |
| 113425 | 02/18/26 | ACORN PETROLEUM INC | 37956IN | 100 | 19910 | FLEET MAINTENANCE | 436150 | Fleet Tanks Fuel | 2,334.63 | FUEL FOR SEDALIA |
| | | | 37957IN | 100 | 19910 | FLEET MAINTENANCE | 436150 | Fleet Tanks Fuel | 2,336.53 | FUEL FOR HIGHLANDS RANCH SUBSTATION |
| | | | 37955IN | 100 | 19910 | FLEET MAINTENANCE | 436150 | Fleet Tanks Fuel | 3,420.74 | FUEL FOR SOUTHEAST FACILITY |
| | | | 33826IN | 100 | 19910 | FLEET MAINTENANCE | 436150 | Fleet Tanks Fuel | 15,897.04 | FUEL FOR CASTLE ROCK |
| | | | 33376IN | 100 | 19910 | FLEET MAINTENANCE | 436150 | Fleet Tanks Fuel | 13,041.72 | FUEL FOR PARKER |
| | | | | | | | | **Total Payment** | **37,030.66** | |
| 113426 | 02/18/26 | ADVANCED PROPERTY MAINTENANCE | 42685 | 250 | 53500 | OPEN SPACE | 444700 | Other Repair & Maint. Service | 260.00 | SNOW REMOVAL |
| | | | 42615 | 250 | 53500 | OPEN SPACE | 444700 | Other Repair & Maint. Service | 225.00 | WASTE BAGS - SANDSTONE |
| | | | | | | | | **Total Payment** | **485.00** | |
| 113427 | 02/18/26 | ADVOCATES FOR CHILDREN CASA | JAN2026 | 210 | 44175 | JUVENILE JUSTICE SVCS/1451 | 443600 | Other Professional Services | 10,974.78 | JAN 2026 JUVENILE SERVICES |
| 113428 | 02/18/26 | AMERICAN WEST CONSTRUCTION LLC | 252601RTNG | 200 | 800506 | STORMWATER PRIORITY PROJECTS | 211810 | Retainage Payable | (9,459.30) | GEOPOLYMER PROJECT |
| | | | 252601 | 200 | 800506 | STORMWATER PRIORITY PROJECTS | 473200 | Roads, St., Drainage-Contr | 189,186.00 | GEOPOLYMER PROJECT |
| | | | | | | | | **Total Payment** | **179,726.70** | |
| 113429 | 02/18/26 | ARMORED KNIGHTS INC | 10813 | 210 | 44100 | ADMINISTRATION BLOCK GRANT | 447500 | Other Purchased Services | 121.00 | ARMORED CAR SERVICES |
| 113430 | 02/18/26 | AUTOAUTO WASH LLC | WO60052 | 100 | 19920 | FLEET-CAR WASH FACILITY | 444700 | Other Repair & Maint. Service | 267.16 | PARKER CAR WASH SERVICE CALL |
| 113431 | 02/18/26 | AZTEC CONSULTANTS INC | 196574 | 230 | 800267 | WATERTON ROAD | 473100 | Roads, St., Drainage-Eng. | 9,800.00 | SURVEYING SERVICES |
| 113432 | 02/18/26 | BASIS PARTNERS | 2295 | 230 | 800156 | HILLTOP RD (REATA-SINGING HILL | 473100 | Roads, St., Drainage-Eng. | 71,004.87 | QUEBEC/PARK MEADOWS DR DESIGN SERVICES |
| 113433 | 02/18/26 | BEACON COMMUNICATIONS LLC | 42199 | 100 | 802009 | IT INFRASTRUCTURE | 474500 | Computer Equipment | 12,056.00 | HEARING ROOM PARTS |
| 113434 | 02/18/26 | BENESCH | 349191 | 230 | 800163 | CHAMBERS EXT(LINCOLN -S.BRDWY) | 473100 | Roads, St., Drainage-Eng. | 11,970.94 | CONSTRUCTION MANAGEMENT - LINCOLN & CHAMBERS |
| | | | 349167 | 230 | 800129 | I-25 FRONTAGE RD(TOMAH-DAWSON) | 473100 | Roads, St., Drainage-Eng. | 977.50 | CONSTRUCTION MANAGEMENT - WEST FRONTAGE RD |
| | | | | | | | | **Total Payment** | **12,948.44** | |
| 113435 | 02/18/26 | BEST BUDDIES INTERNATIONAL INC | DDMLBB26 | 100 | 45100 | DEVELOPMENTAL DISABILITIES-ADM | 465200 | DD Grant | 8,700.00 | DEVELOPMENTAL DISABILITY GRANT |
| 113436 | 02/18/26 | BRINKWORTH, THOMAS | 010826-012826 | 220 | 800595 | MOUNTED PATROL | 433400 | Operating Supplies | 100.00 | MOUNTED PATROL FARRIER REIMBURSEMENT |
| 113437 | 02/18/26 | BROWNSTEIN HYATT FARBER SCHRECK LLP | 1069187 | 100 | 11200 | COUNTY ATTORNEY | 443200 | Legal Services | 2,649.54 | LEGAL SERVICES |
| 113438 | 02/18/26 | BUCK, SAMANTHA | 011226-012326 | 210 | 44500 | CHILD WELFARE | 445300 | Travel Expense | 104.84 | MILEAGE REIMBURSEMENT |
| 113439 | 02/18/26 | CALDWELL, KELLY | 011226-012726 | 217 | 861456 | MCH-MATERNAL & CHILD HEALTH | 445300 | Travel Expense | 114.91 | MILEAGE REIMBURSEMENT |
| 113440 | 02/18/26 | CARRELL, HOLLY | 012826 | 100 | 11400 | COUNTY MANAGER | 445200 | Metro Area Meeting Expense | 121.61 | CATERED LUNCH REIMBURSEMENT |
| 113441 | 02/18/26 | CASTLE PINES CONNECTION | 15477 | 100 | 11600 | PUBLIC AFFAIRS | 440200 | Newspaper Notices/Advertising | 3,600.00 | 2026 - 2028 SPONSORSHIP |
| 113442 | 02/18/26 | CATHOLIC CHARITIES OF CENTRAL COLORADO | HRP02024032 | 100 | 802042 | HOMELESS RESOLUTION PROG 2024 | 447500 | OPS/HRP 2024 | 140.00 | JAN 2026 SERVICES |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113443 | 02/18/26 | CCMSI | 174514IN | 620 | 19400 | UI/WC/DISABILITY SELF-INS. | 449700 | Review Fees/Bonds | 421.25 | JAN 2026 WC ADMIN FEES |
| 113444 | 02/18/26 | CCP DIRECT | IN05691573 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 433400 | Operating Supplies | 910.00 | TRAFFIC SUPPLIES |
| 113445 | 02/18/26 | CDW GOVERNMENT LLC | AH7D58U | 100 | 802009 | IT INFRASTRUCTURE | 444500 | Software/Hardware Supp./Maint. | 104,806.20 | MAINTENANCE & SUPPORT |
| | | | AH7D58U | 100 | 802009 | IT INFRASTRUCTURE | 444550 | Software/Hardware Subscription | 1,344.12 | LICENSES |
| | | | | | | | | **Total Payment** | **106,150.32** | |
| 113446 | 02/18/26 | CENTER COPY BOULDER, INC. | 72241 | 250 | 53500 | OPEN SPACE | 440100 | Printing/Copying/Reports | 33.60 | BUSINESS CARDS |
| | | | 72248 | 220 | 22270 | HR DIVISION ADMIN | 440100 | Printing/Copying/Reports | 36.75 | BUSINESS CARDS |
| | | | 72197 | 100 | 21100 | SHERIFF ADMINISTRATION | 440100 | Printing/Copying/Reports | 450.00 | LETTERHEAD ENVELOPES |
| | | | 72192 | 100 | 30200 | ENGINEERING | 440100 | Printing/Copying/Reports | 33.60 | BUSINESS CARDS |
| | | | 72191 | 100 | 30200 | ENGINEERING | 440100 | Printing/Copying/Reports | 33.60 | BUSINESS CARDS |
| | | | 72240 | 100 | 16200 | PLANNING & ZONING SERVICES | 440100 | Printing/Copying/Reports | 38.85 | BUSINESS CARDS |
| | | | 72196 | 100 | 21175 | CIVIL WARRANTS SECTION | 440100 | Printing/Copying/Reports | 36.75 | BUSINESS CARDS |
| | | | 72193 | 100 | 11400 | COUNTY MANAGER | 440100 | Printing/Copying/Reports | 77.70 | BUSINESS CARDS |
| | | | 72243 | 100 | 21500 | DETENTION | 440100 | Printing/Copying/Reports | 115.50 | BUSINESS CARDS |
| | | | | | | | | **Total Payment** | **856.35** | |
| 113447 | 02/18/26 | CENTRAL SALT LLC | PSI2606190 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 2,112.09 | BULK SALT PARKER |
| | | | PSI2606109 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 4,493.40 | BULK SALT PARKER |
| | | | | | | | | **Total Payment** | **6,605.49** | |
| 113448 | 02/18/26 | CENTURY LINK | 69677894/012426 | 100 | 18800 | PHONE/COMMUNICATIONS | 442400 | Telephone/Communications | 15.85 | JAN 2026 MILLER LONG DISTANCE |
| 113449 | 02/18/26 | CIRCULAR EDGE LLC | 30890 | 100 | 18900 | SOFTWARE MAINTENANCE | 444500 | Software/Hardware Supp./Maint. | 20,000.00 | JDE SUPPORT DEC 2025 |
| 113450 | 02/18/26 | CITY OF AURORA | JAN2026 | 100 | 100 | GENERAL FUND | 214515 | Due to Aurora - Auto Use Tax | 55,288.33 | MV SALES TAX - JAN 2026 |
| | | | JAN2026 | 100 | 100 | GENERAL FUND | 214514 | Due to Aurora - MV License Fee | 1,209.82 | MV LICENSE FEES - JAN 2026 |
| | | | | | | | | **Total Payment** | **56,498.15** | |
| 113451 | 02/18/26 | CITY OF CASTLE PINES | JAN2026 | 100 | 100 | GENERAL FUND | 214517 | Due to Castle Pines Auto Use | 163,419.43 | MV SALES TAX - JAN 2026 |
| | | | JAN2026 | 100 | 100 | GENERAL FUND | 214516 | Due to Castle Pines MV License | 4,428.49 | MV LICENSE FEES - JAN 2026 |
| | | | | | | | | **Total Payment** | **167,847.92** | |
| 113452 | 02/18/26 | CITY OF LITTLETON | JAN2026 | 100 | 100 | GENERAL FUND | 214503 | Due to Littleton-MV License | 704.26 | MV LICENSE FEES - JAN 2026 |
| | | | JAN2026 | 100 | 100 | GENERAL FUND | 214506 | Due to Littleton-Auto Use Tax | 5,379.43 | MV SALES TAX - JAN 2026 |
| | | | | | | | | **Total Payment** | **6,083.69** | |
| 113453 | 02/18/26 | CITY OF LONE TREE | JAN2026 | 100 | 100 | GENERAL FUND | 214504 | Due to Lone Tree-MV License | 4,114.31 | MV LICENSE FEES - JAN 2026 |
| 113454 | 02/18/26 | COLORADO CHILLER SERVICES | 8434 | 100 | 55200 | FAIRGROUND OPERATIONS | 444700 | Other Repair & Maint. Service | 1,540.00 | SERVICE CALL |
| 113455 | 02/18/26 | COLORADO COMMUNITY MEDIA | LEBYSZWH0004 | 210 | 44500 | CHILD WELFARE | 440200 | Newspaper Notices/Advertising | 70.18 | LEGAL NOTICE |
| | | | UD9NMZYA0002 | 100 | 11100 | OFFICE OF THE BOARD | 440200 | Newspaper Notices/Advertising | 925.80 | MONTHLY COMMISSIONERS PROCEEDINGS |
| | | | | | | | | **Total Payment** | **995.98** | |
| 113456 | 02/18/26 | COLORADO DEPARTMENT OF HEALTH & ENVIRONMENT | JAN2026 | 100 | 100 | GENERAL FUND | 214406 | Due to State-PH Marriage Licen | 396.00 | MARRIAGE LICENSE FEES - JAN 2026 |
| 113457 | 02/18/26 | COLORADO DEPARTMENT OF HUMAN SERVICES | JAN2026 | 100 | 100 | GENERAL FUND | 214415 | Due to State-CO TBI Trust | 10,400.00 | JAN 2026 TBI TRUST |
| 113458 | 02/18/26 | COLORADO DEPARTMENT OF HUMAN SERVICES | JAN2026 | 100 | 100 | GENERAL FUND | 214411 | Due to State-HS Marriage Licen | 2,640.00 | MARRIAGE LICENSE FEES - JAN 2026 |
| 113459 | 02/18/26 | COLORADO DEPARTMENT OF PUBLIC HEALTH | VR202600000000001364 | 217 | 46100 | DC HEALTH DEPT ADMIN | 345100 | Vital Record Fees | 7,423.00 | VITAL RECORDS FEES |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113460 | 02/18/26 | COLORADO DEPARTMENT OF STATE | JAN2026 | 100 | 100 | GENERAL FUND | 214430 | Due to State - eRecording | 8,868.00 | E-RECORDING FEES - JAN 2026 |
| 113461 | 02/18/26 | CONTINENTAL PARTITION SYSTEMS LLC | 15383 | 240 | 33215 | JUSTICE CNTR FACIL IMPRVMNTS | 478200 | Major Maint. of Assets | 32,914.00 | JUSTICE CENTER PARTITION REMOVAL & INSTALLATION |
| 113462 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 20546500/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 3,235.70 | 9918 JORDAN RD |
| 113463 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 20718400/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 57.01 | 6900 N PINERY PKWY |
| 113464 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 55251301/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 34.98 | 8176 HILLCREST WAY |
| 113465 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 83555100/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 34.98 | 800 MAIN ST STE B |
| 113466 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 83507503/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 88.66 | 800 MAIN ST |
| 113467 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 23007700/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 119.85 | 9918 JORDAN RD |
| 113468 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 23007800/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 207.87 | 17299 LINCOLN AVE |
| 113469 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 21306400/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 612.28 | 701 GILBERT ST |
| 113470 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 25299000/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 620.15 | 4815 FOX SPARROW RD |
| 113471 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 24684000/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 5,078.33 | 701 GILBERT ST |
| 113472 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 83021003/020426 | 200 | 31400 | MAINTENANCE OF CONDITION | 450210 | Electric | 326.64 | SEDALIA SHOP |
| 113473 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 20158900/012126 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 451.60 | 410 FAIRGROUNDS RD |
| 113474 | 02/18/26 | CORE ELECTRIC COOPERATIVE | 23795200/020526 | 100 | 51100 | PARK MAINTENANCE | 450210 | Electric | 91.30 | 7575 E PARK DR WLS |
| 113475 | 02/18/26 | CROSWHITE, TROY | 012826-012926PERDIEM | 100 | 21175 | CIVIL WARRANTS SECTION | 447300 | Transportation of Prisoners | 108.80 | EXTRADITION TRANSPORTATION |
| 113476 | 02/18/26 | CROWE LLP | CI276721/012326 | 100 | 800900 | TECHNOLOGY FUND | 443600 | Other Professional Services | 206,435.00 | WORKSMART DYNAMICS IMPLEMENTATION |
| | | | CI276721 | 100 | 800900 | TECHNOLOGY FUND | 443600 | Other Professional Services | 104,565.00 | WORKSMART DYNAMICS IMPLEMENTATION |
| | | | | | | | | **Total Payment** | **311,000.00** | |
| 113477 | 02/18/26 | DENVER DUMB FRIENDS LEAGUE | 303 | 100 | 19220 | ANIMAL CONTROL - DDFL | 447500 | Other Purchased Services | 6,441.69 | UTILITY & MAINTENANCE COSTS |
| 113478 | 02/18/26 | DENVER OIL | 20622 | 100 | 19910 | FLEET MAINTENANCE | 433400 | Operating Supplies | 515.00 | OIL FILTER DISPOSAL |
| 113479 | 02/18/26 | DOSSEY, MICHELLE | 011226-012626 | 210 | 44500 | CHILD WELFARE | 445300 | Travel Expense | 108.14 | MILEAGE REIMBURSEMENT |
| 113480 | 02/18/26 | DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION | 12863 | 250 | 53500 | OPEN SPACE | 443350 | Security Services | 2,448.00 | SECURITY PATROLS |
| | | | 12856 | 100 | 100 | GENERAL FUND | 211400 | A/P - General | 408.00 | SECURITY PATROLS |
| | | | | | | | | **Total Payment** | **2,856.00** | |
| 113481 | 02/18/26 | DYER-JONES, LARA | 010626-013026 | 210 | 44550 | CHILD WELFARE ADDTL ALLOCATION | 445300 | Travel Expense | 1,021.63 | MILEAGE REIMBURSEMENT |
| 113482 | 02/18/26 | ELLIOTT, MARY B | 011426-012126 | 217 | 861623 | NURSE SUPPORT | 445300 | Travel Expense | 55.83 | MILEAGE REIMBURSEMENT |
| 113483 | 02/18/26 | ENVIROTECH SERVICES INC | CD202607070 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 5,725.29 | BULK DEICER |
| | | | CD202606572 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 135,771.44 | BULK DEICER |
| | | | | | | | | **Total Payment** | **141,496.73** | |
| 113484 | 02/18/26 | ERO RESOURCES CORPORATION | 110029 | 350 | 800731 | SPRING CANYON LID | 443600 | Other Professional Services | 500.00 | SPRING CANYON IMPROVEMENTS |
| | | | 110113 | 250 | 807015 | ROCKSHELTER HISTORIC | 443600 | Other Professional Services | 1,307.50 | ROCKSHELTER MONITORING |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | 110154 | 100 | 60100 | NATURAL RESOURCES | 443600 | Other Professional Services | 2,200.00 | ROCKSHELTER MONITORING |
| | | | | | | | | **Total Payment** | **4,007.50** | |
| 113485 | 02/18/26 | EZ LINER INDUSTRIES | 78357 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436200 | Equip. & Motor Vehicle Parts | 77.01 | FLEET PARTS |
| 113486 | 02/18/26 | FELSBURG, HOLT AND ULLEVIG | 47207 | 230 | 800267 | WATERTON ROAD | 473100 | Roads, St., Drainage-Eng. | 23,765.00 | DESIGN SERVICES - WATERTON |
| 113487 | 02/18/26 | GRAINGER | 9771832426 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 433500 | Clothing & Uniforms | 66.53 | TRAFFIC SUPPLIES |
| | | | 9780495322 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436400 | Consumable Tools | 146.41 | TOOLS |
| | | | 9763053593 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436400 | Consumable Tools | 408.87 | TOOLS |
| | | | 9768286701 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436400 | Consumable Tools | 141.04 | TOOLS |
| | | | | | | | | **Total Payment** | **762.85** | |
| 113488 | 02/18/26 | GRIFFIN, SIERRA | 010626-013026 | 210 | 44550 | CHILD WELFARE ADDTL ALLOCATION | 445300 | Travel Expense | 169.74 | MILEAGE REIMBURSEMENT |
| 113489 | 02/18/26 | HATLEY, AIMEE L | 011226-012926 | 210 | 44550 | CHILD WELFARE ADDTL ALLOCATION | 445300 | Travel Expense | 138.91 | MILEAGE REIMBURSEMENT |
| 113490 | 02/18/26 | HENKEL, MINDY | 010526-013026 | 210 | 44500 | CHILD WELFARE | 445300 | Travel Expense | 119.26 | MILEAGE REIMBURSEMENT |
| 113491 | 02/18/26 | HIGHLANDS RANCH COMMUNITY ASSOCIATION | 072025 | 100 | 51100 | PARK MAINTENANCE | 447570 | Community Outreach | 22,000.00 | 2025 JULY 4TH FIREWORKS |
| 113492 | 02/18/26 | HODITS, SARAH | 121225 | 210 | 44500 | CHILD WELFARE | 445300 | Travel Expense | 36.40 | MILEAGE REIMBURSEMENT |
| 113493 | 02/18/26 | HR GREEN INC | 197973 | 100 | 16200 | PLANNING & ZONING SERVICES | 443600 | Other Professional Services | 866.25 | DEVELOPMENT REVIEW |
| 113494 | 02/18/26 | INDERBITZEN, KIRK | 020826-021226PERDIEM | 250 | 53500 | OPEN SPACE | 445300 | Travel Expense | 460.00 | SOCIETY FOR RANGE MANAGEMENT, MONTEREY, CA |
| 113495 | 02/18/26 | INSIGHT PUBLIC SECTOR INC | 1101349505 | 100 | 18900 | SOFTWARE MAINTENANCE | 444550 | Software/Hardware Subscription | 124,084.00 | ANNUAL MICROSOFT SQL MAINTENANCE & SUPPORT |
| | | | 1101349502 | 100 | 18900 | SOFTWARE MAINTENANCE | 444550 | Software/Hardware Subscription | 1,108.80 | ANNUAL MICROSOFT AZURE DIRECTORY |
| | | | | | | | | **Total Payment** | **125,192.80** | |
| 113496 | 02/18/26 | INTERPRET SITE LLC | 1032 | 250 | 53600 | HISTORIC RESOURCES | 443600 | Other Professional Services | 7,569.90 | REPOSITORY CONTRACT SERVICES |
| 113497 | 02/18/26 | J & A TRAFFIC PRODUCTS | 41268 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436500 | Sign Parts & Supplies | 9,399.00 | TRAFFIC POSTS |
| | | | 41328 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436500 | Sign Parts & Supplies | 525.00 | SIGN HARDWARE |
| | | | | | | | | **Total Payment** | **9,924.00** | |
| 113498 | 02/18/26 | JEWISH FAMILY SERVICE OF COLORADO | DDMLJFS26 | 100 | 45100 | DEVELOPMENTAL DISABILITIES-ADM | 465200 | DD Grant | 8,160.00 | DEVELOPMENTAL DISABILITY GRANT |
| 113499 | 02/18/26 | JON P DICKEY LLC | 26DC2 | 100 | 24100 | BUILDING DEVELOPMENT SERVICES | 443600 | Other Professional Services | 2,115.00 | CONTRACT ROOFING INSPECTIONS |
| 113500 | 02/18/26 | KERR, AVERY H | 010226-012826 | 210 | 44500 | CHILD WELFARE | 445300 | Travel Expense | 206.77 | MILEAGE REIMBURSEMENT |
| 113501 | 02/18/26 | KNECHT, ELIJAH | 020926-021226PERDIEM | 217 | 46200 | EMERGENCY PREP/DISEASE CONTROL | 445300 | Travel Expense | 208.00 | EMERGENCY MANAGEMENT CONFERENCE, LOVELAND, CO |
| 113502 | 02/18/26 | LAWSON PRODUCTS INC | 9313155267 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436400 | Consumable Tools | 88.58 | TRAFFIC SUPPLIES |
| 113503 | 02/18/26 | LEADSONLINE LLC | 422962 | 100 | 21200 | INVESTIGATIONS | 444550 | Software/Hardware Subscription | 6,746.00 | NIGHTHAWK LICENSES |
| 113504 | 02/18/26 | LEE, MICHAEL | 010526-012826 | 210 | 44550 | CHILD WELFARE ADDTL ALLOCATION | 445300 | Travel Expense | 742.24 | MILEAGE REIMBURSEMENT |
| | | | 010526-012826 | 210 | 44500 | CHILD WELFARE | 455200 | Direct Relief Payments | 79.00 | CLIENT VISITATION |
| | | | | | | | | **Total Payment** | **821.24** | |
| 113505 | 02/18/26 | LEVEL 3 COMMUNICATIONS | 55R7HCHDM/020126 | 100 | 18800 | PHONE/COMMUNICATIONS | 442440 | Data Communication Lines | 1,290.15 | FEB 2026 LONG DISTANCE |
| | | | 5GJSRDGHR/020126 | 100 | 18800 | PHONE/COMMUNICATIONS | 442440 | Data Communication Lines | 7,392.00 | DCSO CIRCUITS |
| | | | 205293003/020126 | 100 | 18800 | PHONE/COMMUNICATIONS | 442440 | Data Communication Lines | 3,535.66 | DCSO CIRCUITS |
| | | | 5KK5TQCBQ/020126 | 100 | 100 | GENERAL FUND | 121314 | Acct. Rec. - Sheriff Admin | 7,813.35 | DCSO CIRCUITS |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | 5KK5TQCBQ/020126 | 100 | 18800 | PHONE/COMMUNICATIONS | 442400 | Telephone/Communications | 792.46 | IP & DATA SERVICES |
| | | | | | | | | **Total Payment** | **20,823.62** | |
| 113506 | 02/18/26 | LIGHTHOUSE TRANSPORTATION GROUP | 254371 | 200 | 800916 | TRAFFIC SIG RPLMNT & MAJ MAINT | 478300 | Major Maint. Repair Projects | 3,029.00 | TRAFFIC SIGNAL MAINTENANCE |
| 113507 | 02/18/26 | LIGHTING ACCESSORY & WARNING SYSTEMS | 26732 | 220 | 22120 | FLEET - LEA | 474300 | Cars, Vans, Pickups | 3,875.00 | VEHICLE UPFIT |
| | | | 26735 | 100 | 19210 | VEHICLE REPLACEMENT | 474300 | Cars, Vans, Pickups | 3,150.00 | VEHICLE UPFIT |
| | | | 26736 | 100 | 19210 | VEHICLE REPLACEMENT | 474300 | Cars, Vans, Pickups | 2,950.00 | VEHICLE UPFIT |
| | | | | | | | | **Total Payment** | **9,975.00** | |
| 113508 | 02/18/26 | LONE TREE ARTS CENTER | DDMLLT26 | 100 | 45100 | DEVELOPMENTAL DISABILITIES-ADM | 465200 | DD Grant | 15,600.00 | DEVELOPMENTAL DISABILITY GRANT |
| 113509 | 02/18/26 | MANNA RESOURCE CENTER | SFY2526JAN | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 23,333.33 | JAN 2026 FAMILY SERVICES |
| 113510 | 02/18/26 | NEW GMCO LLC | CD202606571 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 10,632.98 | LIQUID DEICER |
| | | | CD202607146 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 10,634.16 | LIQUID DEICER |
| | | | CD202606649 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 5,307.64 | LIQUID DEICER |
| | | | | | | | | **Total Payment** | **26,574.78** | |
| 113511 | 02/18/26 | OLSSON INC | 565820 | 230 | 800267 | WATERTON ROAD | 473100 | Roads, St., Drainage-Eng. | 793.26 | WATERTON-EAGLERIVER ROUNDABOUT |
| 113512 | 02/18/26 | OUTPUT SERVICES INC | P4719 | 100 | 12400 | MOTOR VEHICLE | 439200 | Postage & Delivery Svc. | 11,400.00 | POSTAGE - MV RENEWAL CARDS |
| 113513 | 02/18/26 | PINERY HOMEOWNERS ASSOCIATION | 308 | 250 | 53500 | OPEN SPACE | 443350 | Security Services | 528.18 | SECURITY PATROLS |
| | | | 309 | 100 | 51100 | PARK MAINTENANCE | 443350 | Security Services | 1,207.95 | JAN 2026 SECURITY PATROLS |
| | | | | | | | | **Total Payment** | **1,736.13** | |
| 113514 | 02/18/26 | POSTMORTEM PATHOLOGY SERVICES INC | 2601DOU | 100 | 23100 | CORONER | 443100 | Medical, Dental & Vet Services | 17,115.00 | JAN 2026 AUTOPSIES |
| 113515 | 02/18/26 | RESPEC COMPANY LLC | INV12251042 | 200 | 800503 | EMERGENCY STORM DRAINAGE | 473100 | Roads, St., Drainage-Eng. | 1,790.00 | PETERSON RD DRAINAGE IMPROVEMENTS |
| | | | INV12251085 | 200 | 800506 | STORMWATER PRIORITY PROJECTS | 443600 | Other Professional Services | 10,837.50 | VIDEO ANALYSIS |
| | | | | | | | | **Total Payment** | **12,627.50** | |
| 113516 | 02/18/26 | RK WATER LLC | 24359 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 444400 | Service Contracts | 2,615.00 | WATER TREATMENT |
| 113517 | 02/18/26 | RMS RECOVERY MONITORING SOLUTIONS | 10184120 | 210 | 44500 | CHILD WELFARE | 443115 | Drug Testing | 1,384.86 | TESTING SERVICES |
| | | | 10194194 | 210 | 44500 | CHILD WELFARE | 443115 | Drug Testing | 1,298.79 | TESTING SERVICES |
| | | | | | | | | **Total Payment** | **2,683.65** | |
| 113518 | 02/18/26 | ROGGEN FARMERS ELEVATOR ASSOCIATION | 3890 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 1,291.81 | PROPANE |
| 113519 | 02/18/26 | SINGER, BRADY S | 010226-013026 | 210 | 44150 | ADULT PROTECTION | 445300 | Travel Expense | 398.39 | MILEAGE REIMBURSEMENT |
| 113520 | 02/18/26 | SOUTH SUBURBAN PARKS AND RECREATION | DDMLSS26 | 100 | 45100 | DEVELOPMENTAL DISABILITIES-ADM | 465200 | DD Grant | 13,754.00 | DEVELOPMENTAL DISABILITY GRANT |
| 113521 | 02/18/26 | SUMMIT PATHOLOGY | 260203AU1003 | 100 | 23100 | CORONER | 443560 | Forensic Testing | 62.00 | HISTOLOGY |
| 113522 | 02/18/26 | TOWN OF CASTLE ROCK | JAN2026 | 100 | 100 | GENERAL FUND | 214502 | Due to Castle Rock-Auto U-Tax | 723,802.25 | MV SALES TAX - JAN 2026 |
| | | | JAN2026 | 100 | 100 | GENERAL FUND | 214501 | Due to Castle Rock-MV License | 21,430.84 | MV LICENSE FEES - JAN 2026 |
| | | | | | | | | **Total Payment** | **745,233.09** | |
| 113523 | 02/18/26 | TOWN OF LARKSPUR | JAN2026 | 100 | 100 | GENERAL FUND | 214512 | Due to Larkspur-MV License | 104.30 | MV LICENSE FEES - JAN 2026 |
| 113524 | 02/18/26 | TOWN OF PARKER | JAN2026 | 100 | 100 | GENERAL FUND | 214513 | Due to Parker - MV License | 16,803.79 | MV LICENSE FEES - JAN 2026 |
| | | | JAN2026 | 100 | 100 | GENERAL FUND | 214505 | Due to Parker - Auto Use Tax | 427,010.15 | MV SALES TAX - JAN 2026 |
| | | | DDMLTOP26 | 100 | 45100 | DEVELOPMENTAL DISABILITIES-ADM | 465200 | DD Grant | 26,808.00 | DEVELOPMENTAL DISABILITY GRANT |
| | | | | | | | | **Total Payment** | **470,621.94** | |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113525 | 02/18/26 | TRINITY SERVICES GROUP INC | 3011500222 | 100 | 21500 | DETENTION | 447150 | Inmate Meals | 15,497.32 | INMATE MEALS |
| 113526 | 02/18/26 | ULINE | 203307136 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 433400 | Operating Supplies | 1,777.96 | TRAFFIC SUPPLIES |
| 113527 | 02/18/26 | UNCC - UTILITY NOTIFICATION CENTER OF COLORADO | 226010440 | 200 | 30200 | ENGINEERING | 443600 | Other Professional Services | 1,834.10 | JAN 2026 UTILITY NOTIFICATION SERVICES |
| 113528 | 02/18/26 | UNIFIRST CORPORATION | 2260219583 | 100 | 19910 | FLEET MAINTENANCE | 433500 | Clothing & Uniforms | 212.88 | UNIFORM SERVICE |
| | | | 2260224353 | 100 | 19910 | FLEET MAINTENANCE | 433500 | Clothing & Uniforms | 73.71 | UNIFORM SERVICE |
| | | | 2260224432 | 100 | 19910 | FLEET MAINTENANCE | 433500 | Clothing & Uniforms | 213.50 | UNIFORM SERVICE |
| | | | | | | | | **Total Payment** | **500.09** | |
| 113529 | 02/18/26 | UNITED STATES POSTAL SERVICE | 020426/EPS | 100 | 12500 | ELECTIONS AND REGISTRATION | 439200 | Postage & Delivery Svc. | 20,000.00 | POSTAGE |
| 113530 | 02/18/26 | VANCE BROTHERS LLC | AC00096457 | 200 | 31400 | MAINTENANCE OF CONDITION | 433400 | Operating Supplies | 307.50 | FLEET PARTS |
| | | | AC00096375 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 3,659.10 | FLEET PARTS |
| | | | | | | | | **Total Payment** | **3,966.60** | |
| 113531 | 02/18/26 | VECTORS INC | PSINV124265 | 200 | 31640 | PVMNT MGT CONTRACT MNT OF COND | 444500 | Software/Hardware Supp./Maint. | 4,582.50 | HARDWARE/SOFTWARE SUPPORT & MAINTENANCE |
| | | | PSINV124266 | 200 | 31640 | PVMNT MGT CONTRACT MNT OF COND | 444500 | Software/Hardware Supp./Maint. | 1,789.30 | ANNUAL SOFTWARE SUBSCRIPTION |
| | | | | | | | | **Total Payment** | **6,371.80** | |
| 113532 | 02/18/26 | WEBOLUTIONS INC | INV56220 | 100 | 800900 | TECHNOLOGY FUND | 444550 | Software/Hardware Subscription | 3,290.00 | ADA LICENSE & MANUAL CUSTOMIZATION |
| | | | INV56214 | 100 | 800900 | TECHNOLOGY FUND | 443600 | Other Professional Services | 8,328.00 | WEBSITE REBUILD |
| | | | | | | | | **Total Payment** | **11,618.00** | |
| 113533 | 02/18/26 | WEIS, KEITH | 020126-020426 | 295 | 861300 | RMHIDTA MGMT & COORDINATION | 445300 | Travel Expense | 1,508.90 | NATIONAL NARCOTIC OFFICERS' ASSOCIATIONS' COALITION, WASHINGTON, DC |
| 113534 | 02/18/26 | WELLSPRING COMMUNITY | DDMLWS26 | 100 | 45100 | DEVELOPMENTAL DISABILITIES-ADM | 465200 | DD Grant | 12,760.00 | DEVELOPMENTAL DISABILITY GRANT |
| 113535 | 02/18/26 | WENIGER, EMILEE G | 010726-012826 | 220 | 800595 | MOUNTED PATROL | 447500 | Other Purchased Services | 230.00 | MOUNTED PATROL REIMBURSEMENT |
| 113536 | 02/18/26 | WESTERN PAPER DISTRIBUTORS | 5368148 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 433900 | Janitorial Supplies | 1,243.20 | JANITORIAL SUPPLIES |
| | | | 5376958 | 100 | 19125 | FACILITIES MANAGEMENT | 433900 | Janitorial Supplies | 4,292.81 | JANITORIAL SUPPLIES |
| | | | 5369454 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 433900 | Janitorial Supplies | 32.48 | JANITORIAL SUPPLIES |
| | | | | | | | | **Total Payment** | **5,568.49** | |
| 531721 | 02/17/26 | 18TH JUDICIAL DISTRICT VALE FUND | JAN2026 | 100 | 100 | GENERAL FUND | 214627 | Due to 18th Judicial Dist-VALE | 6,010.00 | JAN 2026 VALE SURCHARGE |
| 531722 | 02/17/26 | ALDRICH, SEAN | DC003005 | 100 | 100 | GENERAL FUND | 221610 | Sec. Deposit Refund-Fairground | 200.00 | SECURITY DEPOSIT REFUND |
| 531723 | 02/17/26 | ANANTULA, MEENA | DC002980 | 100 | 100 | GENERAL FUND | 221610 | Sec. Deposit Refund-Fairground | 160.00 | SECURITY DEPOSIT REFUND |
| 531724 | 02/17/26 | ANGELSENSE INC | 43725 | 100 | 803077 | Angel Sense Program | 444550 | Software/Hardware Subscription | 757.88 | ANNUAL SUBSCRIPTION |
| 531725 | 02/17/26 | BERLA CORPORATION | 25S061231 | 100 | 21200 | INVESTIGATIONS | 444550 | Software/Hardware Subscription | 4,250.00 | ANNUAL RENEWAL |
| 531726 | 02/17/26 | CHATFIELD WATERSHED AUTHORITY | 2026 DUES | 100 | 81200 | OTHER REGIONAL BOARDS | 466500 | Chatfield Basin Authority | 75,510.00 | 2026 CHATFIELD WATERSHED DUES |
| 531727 | 02/17/26 | COLORADO JUDICIAL DEPARTMENT | JAN2026 | 100 | 100 | GENERAL FUND | 214416 | Due to State - Fam Frndly Crt | 600.00 | JAN 2026 FAMILY FRIENDLY |
| 531728 | 02/17/26 | CONTACT WIRELESS | 41269813 | 100 | 18900 | SOFTWARE MAINTENANCE | 444500 | Software/Hardware Supp./Maint. | 1,189.89 | TEXTING SERVICE |
| 531729 | 02/17/26 | DOUGLAS COUNTY IMPACT UNIT | 2026IMPACTCONTRIBUTION/2 | 100 | 23375 | INVESTIGATIVE TASK FORCES | 465100 | Contributions - Misc. | 5,928.00 | 2026 IMPACT UNIT CONTRIBUTION |
| 531730 | 02/17/26 | DOUGLAS COUNTY SHERIFFS OFFICE | 3136 | 223 | 28501 | DA 23RD - STATE MANDATED COSTS | 443650 | Process Services | 13.50 | PROCESS SERVICE |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 531731 | 02/17/26 | EATON SALES AND SERVICE LLC | 213957IN | 100 | 19910 | FLEET MAINTENANCE | 444700 | Other Repair & Maint. Service | 1,529.30 | LIFT INSPECTIONS |
| 531732 | 02/17/26 | ET TECHNOLOGIES INC | 88365 | 200 | 31400 | MAINTENANCE OF CONDITION | 474800 | Other Machinery & Equip. | 86,716.50 | (6) MAGNESIUM CHLORIDE TANK INSTALLATIONS |
| 531733 | 02/17/26 | EVERLY, CHASE T | 020826-021226PERDIEM | 250 | 53500 | OPEN SPACE | 445300 | Travel Expense | 460.00 | SOCIETY FOR RANGE MANAGEMENT, MONTEREY, CA |
| 531734 | 02/17/26 | GARCIA, RICHARD | 010826 | 220 | 800595 | MOUNTED PATROL | 433400 | Operating Supplies | 50.00 | MOUNTED PATROL HORSE RENTAL REIMBURSEMENT |
| 531735 | 02/17/26 | HBS | FR6151946 | 250 | 807011 | SANDSTONE RANCH | 450240 | Waste Disposal Services | 281.82 | WASTE DISPOSAL SERVICES |
| 531736 | 02/17/26 | HOME SCHOOL CIVIL WAR BALL | DC003003 | 100 | 100 | GENERAL FUND | 221610 | Sec. Deposit Refund-Fairground | 245.50 | SECURITY DEPOSIT REFUND |
| 531737 | 02/17/26 | IMAGEFIRST | 267860407 | 100 | 23100 | CORONER | 443600 | Other Professional Services | 63.73 | LAUNDRY SERVICE |
| 531738 | 02/17/26 | KEN CARYL GLASS INC | 283782IN | 100 | 55200 | FAIRGROUND OPERATIONS | 444700 | Other Repair & Maint. Service | 2,815.00 | GLASS REPLACEMENT |
| 531739 | 02/17/26 | KEN GARFF FORD GREELEY | 27192/091025 | 220 | 22120 | FLEET - LEA | 474300 | Cars, Vans, Pickups | 73,150.00 | 2023 CARGO VAN |
| 531740 | 02/17/26 | KLABON, KATHARINE | 010526-012926 | 100 | 12400 | MOTOR VEHICLE | 445300 | Travel Expense | 27.26 | MILEAGE REIMBURSEMENT |
| 531741 | 02/17/26 | KOIS BROTHERS EQUIPMENT COMPANY | 137441 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 1,213.04 | FLEET PARTS |
| 531742 | 02/17/26 | MAZZINI, KAREN M | 010726-012726 | 210 | 44550 | CHILD WELFARE ADDTL ALLOCATION | 445300 | Travel Expense | 111.14 | MILEAGE REIMBURSEMENT |
| 531743 | 02/17/26 | MOUNTAIN VIEW ELECTRIC ASSOCIATION | 013026 | 100 | 30200 | ENGINEERING | 341610 | Development Review Fees | 450.00 | UTILITY PLAN REFUND |
| 531744 | 02/17/26 | MULLER ENGINEERING COMPANY INC | 41503 | 230 | 800434 | BROADWAY/HRP INTERSECTION | 473100 | Roads, St., Drainage-Eng. | 57,037.81 | BROADWAY/HIGHLANDS RANCH PKWY DESIGN SERVICES |
| | | | 41809 | 230 | 800434 | BROADWAY/HRP INTERSECTION | 473100 | Roads, St., Drainage-Eng. | 188,205.62 | BROADWAY/HIGHLANDS RANCH PKWY DESIGN SERVICES |
| | | | | | | | | **Total Payment** | **245,243.43** | |
| 531745 | 02/17/26 | NATIONAL FIRE & SAFETY INC | 10019282 | 100 | 19100 | FACILITIES ADMINISTRATION | 444700 | Other Repair & Maint. Service | 1,855.00 | INSPECTION/REPAIR |
| 531746 | 02/17/26 | PHIL LONG FORD OF DENVER LLC | 204577 | 250 | 53500 | OPEN SPACE | 474300 | Cars, Vans, Pickups | 68,510.00 | 2026 FORD TRANSIT |
| 531747 | 02/17/26 | PILAR PRODUCTS LLC | 4131 | 100 | 861062 | GRAY & BLACK MARIJUANA ENFORCE | 438800 | C.A.-Other Equipment | 6,905.00 | DRUG INCINERATOR |
| 531748 | 02/17/26 | ROADSAFE TRAFFIC SYSTEMS | 261617 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 448500 | Paint & Road Striping | 2,000.00 | PARKING LOT PAINT |
| 531749 | 02/17/26 | SOUTH METRO WATER SUPPLY AUTHORITY | SALES2222 | 100 | 890020 | WATER INITIATIVES | 465100 | Contributions - Misc. | 25,000.00 | 2025 CONSERVATION EFFORTS |
| 531750 | 02/17/26 | ST.CYR, TERI | 011426 | 100 | 19700 | COMMUNITY JUSTICE SERVICES | 446300 | Prof. Membership & Licenses | 10.00 | NOTARY RENEWAL |
| | | | 011426/2 | 100 | 19700 | COMMUNITY JUSTICE SERVICES | 445300 | Travel Expense | 16.82 | MILEAGE REIMBURSEMENT |
| | | | | | | | | **Total Payment** | **26.82** | |
| 531751 | 02/17/26 | STEPHENS, RON | DC002596 | 100 | 100 | GENERAL FUND | 221610 | Sec. Deposit Refund-Fairground | 200.00 | SECURITY DEPOSIT REFUND |
| 531752 | 02/17/26 | STONEGATE VILLAGE METROPOLITAN DISTRICT | 5053/013126 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 1,033.20 | CHALLENGER PARK - SOFTBALL FIELD IRRIGATION |
| | | | 7816/013126 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 239.74 | CHALLENGER PARK - RECREATION CENTER IRRIGATION |
| | | | | | | | | **Total Payment** | **1,272.94** | |
| 531753 | 02/17/26 | SUNSTATE EQUIPMENT COMPANY LLC | 14083445001 | 200 | 31400 | MAINTENANCE OF CONDITION | 448700 | Other Constr/Maint. Materials | 515.14 | PROPANE |
| 531754 | 02/17/26 | TAPCO | I816416 | 200 | 31600 | ENG - TRAFFIC SIGNS/STRIPING | 436500 | Sign Parts & Supplies | 5,300.00 | LED STOP SIGN |
| 531755 | 02/17/26 | UNITED RENTALS | 258119097001 | 200 | 31400 | MAINTENANCE OF CONDITION | 446100 | Conference,Seminar, Train Fees | 3,510.00 | CONFINED SPACE TRAINING |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 531756 | 02/17/26 | US DOOR AND DOCK SERVICE | 271 | 250 | 53500 | OPEN SPACE | 444700 | Other Repair & Maint. Service | 374.00 | GATE REPAIR - DOUGLAS COUNTY OPEN SPACE |
| | | | 308 | 250 | 807011 | SANDSTONE RANCH | 444700 | Other Repair & Maint. Service | 357.00 | GATE REPAIR - SANDSTONE |
| | | | | | | | | **Total Payment** | **731.00** | |
| 531757 | 02/17/26 | VICTOR MARX FOR GOVERNOR | DC002993 | 100 | 100 | GENERAL FUND | 221610 | Sec. Deposit Refund-Fairground | 285.00 | SECURITY DEPOSIT REFUND |
| 531758 | 02/17/26 | WALZ, ERINN E | 011626-012026 | 100 | 11200 | COUNTY ATTORNEY | 445300 | Travel Expense | 73.08 | MILEAGE REIMBURSEMENT |
| 531759 | 02/17/26 | ARAGON, DEA | 012826 | 220 | 22270 | HR DIVISION ADMIN | 445200 | Metro Area Meeting Expense | 27.95 | CATERED MEAL REIMBURSEMENT |
| 531760 | 02/17/26 | WAGNER, DONALD | 012826-012926PERDIEM | 100 | 21175 | CIVIL WARRANTS SECTION | 447300 | Transportation of Prisoners | 108.80 | EXTRADITION TRANSPORTATION |
| 531761 | 02/17/26 | GERDES, PENELOPE D | 010226 | 100 | 14100 | ASSESSOR ADMINISTRATION | 446300 | Prof. Membership & Licenses | 49.00 | COLORADO CERTIFIED RESIDENTIAL APPRAISER FEE REIMBURSEMENT |
| | | | 020426 | 100 | 14100 | ASSESSOR ADMINISTRATION | 446450 | Conference Hosting Expenses | 36.50 | MEAL REIMBURSEMENT |
| | | | | | | | | **Total Payment** | **85.50** | |
| 531762 | 02/17/26 | ROXBOROUGH WATER & SANITATION DISTRICT | 7129571/013126 | 200 | 31400 | MAINTENANCE OF CONDITION | 448600 | Bulk Water | 1,350.00 | BULK WATER |
| | | | | | | | | **Grand Total:** | **3,563,646.57** | |

HANDWRITES



| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113391 | 02/04/26 | MOORE, KYLE J | 061625-061825 | 223 | 28001 | DA 23RD - DISTRICT MO ALLOC | 445300 | Travel Expense | 1,097.99 | AI IN PROSECUTION, CHICAGO, IL |
| 113392 | 02/04/26 | PINNACOL ASSURANCE | INV2286298 | 620 | 19400 | UI/WC/DISABILITY SELF-INS. | 458400 | Workers Compensation Claims | 44,332.25 | JAN 2026 WC DEDUCTIBLES |
| | | | INV2286298B | 620 | 19400 | UI/WC/DISABILITY SELF-INS. | 449700 | Review Fees/Bonds | 5,785.08 | JAN 2026 WC ADMIN FEES |
| | | | | | | | | **Total Payment** | **50,117.33** | |
| 113393 | 02/04/26 | S-COMM FIBER INC | 12995 | 330 | 33800 | Lansing Point Facilities Impro | 472300 | Improvements | 1,500.00 | LANSING REPAIRS |
| 113398 | 02/09/26 | COLORADO DEPARTMENT OF REVENUE | JAN2026 | 100 | 100 | GENERAL FUND | 214414 | Due to State - MV | 4,149,515.14 | DUE TO STATE-MV-JAN 2026 |
| 113399 | 02/09/26 | COLORADO DEPARTMENT OF REVENUE | JAN2026/DL | 100 | 100 | GENERAL FUND | 214518 | Due to State -Drivers License | 14,834.00 | DRIVERS LICENSE - JAN 2026 |
| 113400 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 23719802/012126 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 599.56 | 11815 SPRING VALLEY RD |
| 113401 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 81598201/012126 | 100 | 55200 | FAIRGROUND OPERATIONS | 450210 | Electric | 310.77 | 500 FAIRGROUNDS RD |
| 113402 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 83538001/012126 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 173.30 | 6437 FIRST ST |
| 113403 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 95634857/012126 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 168.06 | 2801 HWY 85 |
| 113404 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 95543683/012126 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 95.53 | 104 4TH ST |
| 113405 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 27240000/012126 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 64.12 | 7870 N I-25 |
| 113406 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 86156700/012126 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 38.46 | 159 N COUNTY HWY 67 |
| 113407 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 81598101/012726 | 100 | 55200 | FAIRGROUND OPERATIONS | 450210 | Electric | 73.00 | 500 FAIRGROUNDS RD |
| 113408 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 95629967/012126 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 31.45 | 125A STEPHANIE PL |
| 113409 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 22026100/012126 | 100 | 55200 | FAIRGROUND OPERATIONS | 450210 | Electric | 651.53 | 500 FAIRGROUNDS RD |
| 113410 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 81593003/012126 | 100 | 55200 | FAIRGROUND OPERATIONS | 450210 | Electric | 865.55 | 432 PERRY ST |
| 113411 | 02/09/26 | CORE ELECTRIC COOPERATIVE | 20159002/012126 | 100 | 55200 | FAIRGROUND OPERATIONS | 450210 | Electric | 1,025.14 | 500 FAIRGROUNDS RD |
| 113412 | 02/09/26 | WILDCAT SHOPPING CENTER LLC | ANNUAL2026 | 100 | 19100 | FACILITIES ADMINISTRATION | 451100 | Building/Land Lease/Rent | 148,902.55 | 2026 ANNUAL LEASE |
| 113413 | 02/10/26 | BLACK HILLS ENERGY | 7014265168/012326 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 1,618.60 | 4400 CASTLETON CT |
| 113414 | 02/10/26 | BLACK HILLS ENERGY | 7210915724/012326 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 2,124.75 | 301 WILCOX ST |
| 113415 | 02/10/26 | BLACK HILLS ENERGY | 3383073735/012326 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 450220 | Gas | 27,623.35 | 4000 JUSTICE WAY |
| 113416 | 02/10/26 | BLACK HILLS ENERGY | 6548784439/012326 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 1,596.37 | 3020 HWY 85 |
| 113417 | 02/10/26 | CINTAS CORPORATION | 9357596250 | 245 | 47100 | RUETER-HESS REC OPS & MAINT | 433450 | First Aid Supplies | 203.94 | PATROL AED'S |
| 113418 | 02/10/26 | CIRCULAR EDGE LLC | 30900 | 100 | 18900 | SOFTWARE MAINTENANCE | 444500 | Software/Hardware Supp./Maint. | 12,217.50 | JAN 2026 JDE SUPPORT |
| 113419 | 02/10/26 | PINERY WATER DISTRICT | 4623/020526 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 34.14 | CHERRY CREEK TRAILHEAD |
| | | | 3327/020526 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 46.64 | BAYOU GULCH DOG PARK |
| | | | 2291/020526 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 109.14 | PINERY PARK |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | 4310/020526 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 21.64 | BAYOU GULCH FOUNTAIN |
| | | | | | | | | **Total Payment** | **211.56** | |
| 113420 | 02/27/26 | SEDAM, PENNY | 020126-022826 | 295 | 861300 | RMHIDTA MGMT & COORDINATION | 443600 | Other Professional Services | 14,687.75 | FEB 2026 COMPENSATION |
| 113421 | 02/27/26 | WEIS, KEITH | FEB2026 | 295 | 861300 | RMHIDTA MGMT & COORDINATION | 445100 | Employee Auto Allowance | 800.00 | FEB 2026 AUTO |
| | | | 020126-022826 | 295 | 861300 | RMHIDTA MGMT & COORDINATION | 443600 | Other Professional Services | 18,147.08 | FEB 2026 COMPENSATION |
| | | | | | | | | **Total Payment** | **18,947.08** | |
| 113422 | 03/02/26 | BOSTON ENGLEWOOD LLC | MAR2026/TRAINING | 295 | 861350 | RMHIDTA TRAINING | 454225 | Lease Principal | 4,763.84 | MAR 2026 LEASE |
| | | | MAR2026/INTEL | 295 | 861305 | RMHIDTA INTELLIGENCE | 451100 | Building/Land Lease/Rent | 6,125.50 | MAR 2026 CAM CHARGES |
| | | | MAR2026/ADMIN | 295 | 861300 | RMHIDTA MGMT & COORDINATION | 451100 | Building/Land Lease/Rent | 2,722.33 | MARCH 2026 CAM CHARGES |
| | | | | | | | | **Total Payment** | **13,611.67** | |
| 531703 | 02/03/26 | MAIN STREET COMPUTING | 2026CVCDISTRICT23 | 223 | 862304 | DA23 - VALE Comp Admin (561) | 444550 | Software/Hardware Subscription | 3,000.00 | 2026 ANNUAL SOFTWARE RENEWAL |
| 531704 | 02/03/26 | SKYLINE LIGHTING & ELECTRIC | 04524RTNGREL | 100 | 890103 | 2023 Disaster - Tornado | 211810 | Retainage Payable | 16,050.49 | LED LIGHT REPLACEMENT - HIGHLANDS HERITAGE REGIONAL PARK |
| 531705 | 02/03/26 | VALE BOARD | 12926 | 223 | 862309 | DA23 - VALE FT (599) | 334600 | Other State Grants | 1,560.00 | STAFFING VACANCY REFUND |
| 531706 | 02/03/26 | PLUM CREEK GOLF CLUB | 061026 | 100 | 17100 | HR ADMIN | 447975 | Wellness Programs - Carrier | 1,000.00 | 2026 GOLF TOURNAMENT DEPOSIT |
| 531707 | 02/03/26 | PARKER TRAILER & RV INC | 800682 | 200 | 31000 | FUND ADMIN.-ROAD BRIDGE | 474800 | Other Machinery & Equip. | 19,137.00 | BIG TEX TRAILER |
| 531710 | 02/09/26 | DOUGLAS COUNTY SHERIFFS OFFICE | 3027 | 223 | 28501 | DA 23RD - STATE MANDATED COSTS | 443650 | Process Services | 11.00 | PROCESS SERVICES |
| | | | 3029 | 223 | 28501 | DA 23RD - STATE MANDATED COSTS | 443650 | Process Services | 11.00 | PROCESS SERVICES |
| | | | | | | | | **Total Payment** | **22.00** | |
| 531711 | 02/09/26 | FIRST STEP COUNSELING | 122225 | 223 | 28014 | DA 23RD - DISTRICT JD ALLOC | 443600 | Other Professional Services | 25.00 | COUNSELING SERVICES |
| 531712 | 02/09/26 | JOCHUM, REBECCA M | 020426 | 223 | 28001 | DA 23RD - DISTRICT MO ALLOC | 445300 | Travel Expense | 147.90 | ON CALL TRAVEL, HUGO, CO |
| 531713 | 02/09/26 | UNIVERSITY OF COLORADO MEDICINE | FIN092079 | 223 | 28501 | DA 23RD - STATE MANDATED COSTS | 445300 | Travel Expense-State Mandated | 796.50 | EXPERT WITNESS SERVICES |
| 531714 | 02/09/26 | WASTE MANAGEMENT OF COLORADO | 202948048 | 200 | 32500 | SOLID WASTE DISPOSAL | 450240 | Waste Disposal Services | 21,692.80 | WASTE DISPOSAL SERVICES |
| 531715 | 02/09/26 | XCEL ENERGY | 5300123634256/012726 | 100 | 19180 | UNIFIED METROPOLITAN FORENSIC | 450220 | Gas | 4,694.33 | 8555 DOUBLE HELIX - GAS |
| | | | 5300123634256/012726 | 100 | 19180 | UNIFIED METROPOLITAN FORENSIC | 450210 | Electric | 4,879.61 | 8555 DOUBLE HELIX - ELECTRIC |
| | | | | | | | | **Total Payment** | **9,573.94** | |
| 531716 | 02/09/26 | XCEL ENERGY | 5320791280/012626 | 200 | 31650 | ENG-ITS/TRAFFIC SIGNAL OPS | 450250 | Traffic Signal Utilities | 1,425.41 | 9717 FAIRVIEW PKWY - TRAFFIC LIGHTS |
| 531717 | 02/09/26 | XCEL ENERGY | 5389108889/011526 | 200 | 31650 | ENG-ITS/TRAFFIC SIGNAL OPS | 450250 | Traffic Signal Utilities | 194.75 | VEHICLE MESSAGE SIGN |
| 531718 | 02/09/26 | XCEL ENERGY | 5340380672/012826 | 100 | 19100 | FACILITIES ADMINISTRATION | 450210 | Electric | 4,220.26 | 9350 HERITAGE HILLS CIR - ELECTRIC |
| | | | 5340380672/012826 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 1,632.29 | 9350 HERITAGE HILLS CIR - GAS |
| | | | | | | | | **Total Payment** | **5,852.55** | |
| | | | | | | | | **Grand Total:** | **4,543,384.39** | |

PCARD

R55AP001 **DOUGLAS COUNTY GOVERNMENT** 2/9/2026

**Payment Register Report** 12:35:21

| Payment Number | Payment Date | Vendor Name | Invoice Number | Amount | Remark |
|---|---|---|---|---|---|
| 113394 | 02/04/26 | J P MORGAN CHASE BANK | 013126 | 873,205.64 | 2026 PCARD PURCHASES - 013126 |
| | | | | **873,205.64** | |

J.P.Morgan

JPMORGAN CHASE BANK NA
P.O. BOX 15918
MAIL SUITE DE1-1404
WILMINGTON DE 19850

| | |
|---|---|
| **ACCOUNT NUMBER** | [redacted] |
| **PAYMENT DUE DATE** | 02/13/2026 |
| **AMOUNT DUE** | $873,205.64 |
| **CURRENT BALANCE** | $873,205.64 |

Remit To: JPMORGAN CHASE BANK NA
P.O. BOX 4475
CAROL STREAM, IL 60197-4475

**AMOUNT ENCLOSED $**

DOUGLAS COUNTY GOVT
CAROLYN RIGGS
100 THIRD STREET
SUITE 130
CASTLE ROCK CO 80104-2425

** □□□□□□□

[redacted]

**PLEASE TEAR PAYMENT COUPON AT PERFORATION**

## STATEMENT MESSAGES

## COMMERCIAL ACCOUNT SUMMARY

ORGANIZATION NAME: DOUGLAS COUNTY GOVT

ACCOUNT NUMBER: [redacted]

| | |
|---|---|
| CLOSING DATE | 01-30-26 |
| CREDIT LIMIT | 2,000,000 |
| AVAILABLE CREDIT | 1,126,794 |

FOR CUSTOMER SERVICE CALL:
1-800-316-6056

FOR TTY/TDD SERVICE CALL:
1-800-955-8060

SEND BILLING INQUIRIES TO:

JPMORGAN CHASE BANK NA
COMMERCIAL CARD SOLUTIONS
P.O. BOX 2015
MAIL SUITE IL1-6225
ELGIN, IL 60121

| | |
|---|---|
| PREVIOUS BALANCE | 883,768.82 |
| PURCHASES AND OTHER CHARGES | 879,272.99 |
| CASH ADVANCES | .00 |
| CREDITS | 6,067.35 |
| PAYMENTS | 883,768.82- |
| LATE PAYMENT CHARGES | .00 |
| CASH ADVANCE FEE | .00 |
| FINANCE CHARGES | .00 |
| **NEW BALANCE** | **873,205.64** |
| TOTAL PAYMENT DUE | 873,205.64 |
| DISPUTED AMOUNT | .00 |

# Spend Analysis by Merchant

Run Date: 02/02/2026

Report ID: 10013

Posting Date: 01/01/2026 - 01/31/2026

DOUGLAS COUNTY GOVT
CAROLYN RIGGS
100 THIRD STREET
CASTLE ROCK, CO 80104-2425 USA

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| JOHN ELWAY CHEVROLET - | 32,680.59 | 3.69 | 10,893.53 | 3 | 3.00 |
| TOWN OF CASTLE ROCK | 30,638.00 | 3.46 | 1,276.58 | 24 | 24.00 |
| TOSHIBA BUSINESS SOLUT | 26,778.15 | 3.02 | 26,778.15 | 1 | 1.00 |
| VZWRLSS*APOCC VISB | 24,855.48 | 2.81 | 24,855.48 | 1 | 1.00 |
| 481A PURCELL TIRE | 22,300.80 | 2.52 | 1,115.04 | 20 | 20.00 |
| CAMFIL USA, INC | 21,576.80 | 2.44 | 7,192.27 | 3 | 3.00 |
| XCEL EZ-PAY WEB | 20,155.55 | 2.28 | 1,832.32 | 11 | 11.00 |
| NU CPS REGISTRATION | 20,000.00 | 2.26 | 20,000.00 | 1 | 1.00 |
| 4TE*SECURITY CENTRAL, | 19,390.26 | 2.19 | 2,154.47 | 9 | 9.00 |
| L.A.W.S. | 18,672.11 | 2.11 | 2,667.44 | 7 | 7.00 |
| SQ *SCHOMP FORD*INVOIC | 17,045.05 | 2.03 | 2,435.01 | 7 | 7.00 |
| VZWRLSS*MY VZ VB P | 16,638.04 | 1.88 | 8,319.02 | 2 | 2.00 |
| BHE BLACK HILLS ENERGY | 15,680.50 | 1.77 | 1,306.71 | 12 | 12.00 |
| INSIGHT PUBLIC SECTOR | 15,594.63 | 1.76 | 3,898.66 | 4 | 4.00 |
| EVENT PRO SOFTWARE | 13,819.94 | 1.56 | 2,303.32 | 6 | 6.00 |
| HALL & EVANS LLC | 13,510.00 | 1.53 | 3,377.50 | 4 | 4.00 |
| UNITED AIRLINES | 13,140.18 | 1.56 | 386.48 | 34 | 34.00 |
| MCCANDLESS TRK CTR | 10,329.52 | 1.17 | 1,147.72 | 9 | 9.00 |
| ADORAMA INC. | 9,981.98 | 1.13 | 2,495.50 | 4 | 4.00 |
| GOVCONNECTION | 9,652.41 | 1.11 | 1,072.49 | 9 | 9.00 |
| INT'L CODE COUNCIL INC | 9,641.66 | 1.09 | 1,606.94 | 6 | 6.00 |
| GRAYBAR ELECTRIC COMPA | 9,386.72 | 1.06 | 2,346.68 | 4 | 4.00 |
| CINTAS CORP | 8,979.96 | 1.01 | 898.00 | 10 | 10.00 |
| UNITED SITE SERVICES | 8,622.07 | 0.97 | 374.87 | 23 | 23.00 |
| AFP*RECHT KORNFELD PC | 8,619.85 | 0.97 | 8,619.85 | 1 | 1.00 |
| BI, INC AP | 8,145.30 | 0.92 | 8,145.30 | 1 | 1.00 |
| C F M COMPANY OF COLOR | 7,821.00 | 0.88 | 7,821.00 | 1 | 1.00 |
| AXON WEEK 2026 | 7,684.00 | 0.87 | 7,684.00 | 1 | 1.00 |
| SOURCE MANAGEMENT | 7,435.00 | 0.84 | 151.73 | 49 | 49.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| GRAINGER | 6,299.74 | 0.71 | 572.70 | 11 | 11.00 |
| OJ WATSON | 6,249.17 | 0.71 | 1,562.29 | 4 | 4.00 |
| WAGNER EQUIPMENT CO | 6,165.00 | 0.70 | 385.31 | 16 | 16.00 |
| SOUTHWEST AIRLINES | 6,107.42 | 0.69 | 436.24 | 14 | 14.00 |
| SPONSORCX | 6,000.00 | 0.68 | 6,000.00 | 1 | 1.00 |
| SPLIT RAIL FENCE COMPA | 5,998.80 | 0.68 | 2,999.40 | 2 | 2.00 |
| WCI*WC OF COLORADO | 5,252.81 | 0.59 | 1,313.20 | 4 | 4.00 |
| SQ *KENZ & LESLIE DIST | 5,198.90 | 0.59 | 2,599.45 | 2 | 2.00 |
| CORE ELECTRIC COOPERAT | 4,677.04 | 0.53 | 467.70 | 10 | 10.00 |
| IN *ALL ANIMAL RECOVER | 4,675.00 | 0.53 | 4,675.00 | 1 | 1.00 |
| DOCUVAULT DELAWARE VAL | 4,640.00 | 0.52 | 4,640.00 | 1 | 1.00 |
| THE HOME DEPOT 1531 | 4,418.83 | 0.50 | 232.57 | 19 | 19.00 |
| CITY OF ENGLEWOOD COLO | 4,365.70 | 0.49 | 4,365.70 | 1 | 1.00 |
| 1000BULBS.COM | 4,335.40 | 0.49 | 4,335.40 | 1 | 1.00 |
| BAVCO | 4,200.00 | 0.47 | 4,200.00 | 1 | 1.00 |
| LEGACY PLOW & TRAILER | 4,039.14 | 0.46 | 1,346.38 | 3 | 3.00 |
| INTERSTATE BATTERIES P | 4,015.27 | 0.45 | 2,007.64 | 2 | 2.00 |
| IN *DEFY THEM ALL, LLC | 3,862.13 | 0.44 | 3,862.13 | 1 | 1.00 |
| GOLD STANDARD COLLISIO | 3,835.82 | 0.43 | 3,835.82 | 1 | 1.00 |
| HSS | 3,763.00 | 0.43 | 3,763.00 | 1 | 1.00 |
| AIRVAC SERVICES | 3,668.94 | 0.41 | 3,668.94 | 1 | 1.00 |
| NATIONAL SAFETY COUNCI | 3,605.00 | 0.41 | 1,802.50 | 2 | 2.00 |
| SQ *SESAC | 3,505.00 | 0.40 | 3,505.00 | 1 | 1.00 |
| ZORO TOOLS INC | 3,495.61 | 0.39 | 873.90 | 4 | 4.00 |
| IN *BLADES GROUP LLC | 3,439.00 | 0.39 | 3,439.00 | 1 | 1.00 |
| WWWMUGABUGPESTCONTROLC | 3,429.00 | 0.39 | 1,714.50 | 2 | 2.00 |
| UNIVERSITY OF DENVER C | 3,397.14 | 0.38 | 566.19 | 6 | 6.00 |
| 4IMPRINT, INC | 3,243.53 | 0.37 | 1,621.77 | 2 | 2.00 |
| CDL SAFETY SCHOOL | 3,100.00 | 0.35 | 3,100.00 | 1 | 1.00 |
| GOVERNMENT FINANCE OFF | 3,100.00 | 0.35 | 1,550.00 | 2 | 2.00 |
| NEOGOV | 3,001.86 | 0.34 | 3,001.86 | 1 | 1.00 |
| HIGHLANDS RANCH WATER | 2,963.29 | 0.33 | 227.95 | 13 | 13.00 |
| COMCAST BUSINESS | 2,929.10 | 0.33 | 2,929.10 | 1 | 1.00 |
| ACCUTECH | 2,925.00 | 0.33 | 2,925.00 | 1 | 1.00 |
| IN *ACKERMAN DISTRIBUT | 2,890.00 | 0.33 | 2,890.00 | 1 | 1.00 |
| VISION CHEMICAL SYSTEM | 2,802.45 | 0.32 | 2,802.45 | 1 | 1.00 |
| ATSSA | 2,735.00 | 0.31 | 1,367.50 | 2 | 2.00 |
| MILE HIGH SHRM | 2,700.00 | 0.30 | 900.00 | 3 | 3.00 |
| SQ *AUTO GLASS WORKS | 2,700.00 | 0.30 | 385.71 | 7 | 7.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| THE HOME DEPOT #1531 | 2,642.77 | 0.86 | 80.08 | 33 | 33.00 |
| WICKED COLLISION CENTE | 2,641.95 | 0.30 | 1,320.98 | 2 | 2.00 |
| COURTYARD BY MARRIOTT | 2,627.00 | 0.30 | 328.38 | 8 | 8.00 |
| COLORADO CORONERS ASSO | 2,610.88 | 0.29 | 1,305.44 | 2 | 2.00 |
| STARLINK INTERNET | 2,602.00 | 0.29 | 1,301.00 | 2 | 2.00 |
| ROCKY MOUNTAIN AIR SOL | 2,599.25 | 0.29 | 866.42 | 3 | 3.00 |
| THOMSON WEST*TCD | 2,597.49 | 0.29 | 2,597.49 | 1 | 1.00 |
| WAGNER EQUIP ALBUQUERQ | 2,593.00 | 0.29 | 2,593.00 | 1 | 1.00 |
| BOBCAT PARKER | 2,520.40 | 0.28 | 840.13 | 3 | 3.00 |
| SP SAFARILAND | 2,502.00 | 0.28 | 2,502.00 | 1 | 1.00 |
| SQ *NICOLETTI-FLATER A | 2,500.00 | 0.28 | 2,500.00 | 1 | 1.00 |
| HARRAHS HOTELS AND CASINOS | 2,454.70 | 0.28 | 613.68 | 4 | 4.00 |
| RSD - CENTENNIAL#74 | 2,386.68 | 0.27 | 477.34 | 5 | 5.00 |
| IN *CASTLE PINES CONNE | 2,350.00 | 0.27 | 1,175.00 | 2 | 2.00 |
| NTT | 2,295.00 | 0.26 | 2,295.00 | 1 | 1.00 |
| CENTER COPY PRINTING | 2,258.76 | 0.26 | 225.88 | 10 | 10.00 |
| BUSINESS RELATIONSHIP | 2,220.00 | 0.25 | 1,110.00 | 2 | 2.00 |
| SUPPLYHOUSE.COM | 2,212.24 | 0.25 | 737.41 | 3 | 3.00 |
| KLEEN RITE CORP | 2,184.06 | 0.25 | 728.02 | 3 | 3.00 |
| SOURCES INC | 2,148.18 | 0.24 | 429.64 | 5 | 5.00 |
| NATIONAL FIRE SAFETY | 2,035.28 | 0.23 | 2,035.28 | 1 | 1.00 |
| AMAZON MKTPL*4V4XR71Q3 | 2,032.33 | 0.23 | 2,032.33 | 1 | 1.00 |
| ACADEMY SPORTS TURF LL | 2,000.00 | 0.23 | 2,000.00 | 1 | 1.00 |
| COLORADO EMERGENCY MAN | 1,840.00 | 0.21 | 460.00 | 4 | 4.00 |
| EXTENDED STAY | 1,769.11 | 0.20 | 294.85 | 6 | 6.00 |
| LOWES #02274* | 1,747.36 | 0.21 | 145.61 | 12 | 12.00 |
| MOUNTAIN VIEW ELECTRIC | 1,726.54 | 0.20 | 1,726.54 | 1 | 1.00 |
| AMAZON MKTPL*0H4AV02E3 | 1677.58 | 0.19 | 1677.58 | 2 | 2 |
| CHARLES D JONES/ENGLE | 1,678.38 | 0.19 | 279.73 | 6 | 6.00 |
| QDOBA 1717 ONLINE | 1,662.84 | 0.19 | 1,662.84 | 1 | 1.00 |
| AMERICAN PLANNING ASSO | 1,634.60 | 0.18 | 817.30 | 2 | 2.00 |
| RYLIND MANUFACTURING I | 1,600.00 | 0.18 | 1,600.00 | 1 | 1.00 |
| WESTSIDE TOWING | 1,562.50 | 0.18 | 156.25 | 10 | 10.00 |
| HOT SHOT SUPPLY CO | 1,533.50 | 0.17 | 1,533.50 | 1 | 1.00 |
| DENT FREE* INV1234 | 1,532.13 | 0.17 | 1,532.13 | 1 | 1.00 |
| REXEL 7327 | 1,501.24 | 0.17 | 1,501.24 | 1 | 1.00 |
| AFP*KEEP IT COLORADO | 1,500.00 | 0.17 | 1,500.00 | 1 | 1.00 |
| SP FLAGMAN OF AMERIC | 1,490.90 | 0.17 | 1,490.90 | 1 | 1.00 |
| CASTLE ROCK WINNELSON | 1,465.24 | 0.30 | 183.16 | 8 | 8.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| PARKER WINNELSON CO | 1,446.25 | 0.16 | 723.13 | 2 | 2.00 |
| LA QUINTA INN AND SUITES | 1,424.00 | 0.16 | 237.33 | 6 | 6.00 |
| SQ *INTERMOUNTAIN SWEE | 1,382.64 | 0.16 | 1,382.64 | 1 | 1.00 |
| SQ *REGIONAL TRANSPORT | 1,375.00 | 0.16 | 687.50 | 2 | 2.00 |
| MERCEDES BENZ LITTLETO | 1,372.50 | 0.16 | 343.13 | 4 | 4.00 |
| AMAZON MKTPL*9170L49G3 | 1,367.00 | 0.15 | 1,367.00 | 1 | 1.00 |
| COWATERCON* INV-53633 | 1,352.00 | 0.15 | 1,352.00 | 1 | 1.00 |
| HOTWOODS | 1,350.00 | 0.15 | 1,350.00 | 1 | 1.00 |
| SHERWIN-WILLIAMS707232 | 1,346.02 | 0.15 | 224.34 | 6 | 6.00 |
| NITE BEAM PRODUCTS | 1,337.55 | 0.15 | 1,337.55 | 1 | 1.00 |
| AMAZON MKTPL*9K1F66QB3 | 1,299.90 | 0.15 | 1,299.90 | 1 | 1.00 |
| AIR CARE COLORADO HQ-O | 1,275.00 | 0.14 | 1,275.00 | 1 | 1.00 |
| SQ *ROCKVIEW HOTEL CAS | 1,275.00 | 0.14 | 255.00 | 5 | 5.00 |
| FAIRENTRY LEARNGROW | 1,250.00 | 0.14 | 1,250.00 | 1 | 1.00 |
| AMAZON MKTPL*6J1LT1WC3 | 1,247.52 | 0.14 | 1,247.52 | 1 | 1.00 |
| PAYPAL *CPOW | 1,245.00 | 0.14 | 415.00 | 3 | 3.00 |
| ATT* BILL PAYMENT | 1,234.11 | 0.14 | 176.30 | 7 | 7.00 |
| HOLIDAY INNS | 1,210.63 | 0.14 | 172.95 | 7 | 7.00 |
| FIRE ADAPTED COLORADO | 1,197.00 | 0.14 | 399.00 | 3 | 3.00 |
| CHEMSTATION INTER | 1,178.55 | 0.13 | 1,178.55 | 1 | 1.00 |
| AMAZON.COM*M77RA9TT3 | 1,167.21 | 0.13 | 1,167.21 | 1 | 1.00 |
| ORACLE AMERICA, INC. | 1,161.13 | 0.13 | 1,161.13 | 1 | 1.00 |
| EMBASSY SUITES | 1,154.00 | 0.13 | 1,154.00 | 1 | 1.00 |
| PAYPAL *TRANSITIONS | 1,145.00 | 0.13 | 1,145.00 | 1 | 1.00 |
| PRSA | 1,130.00 | 0.13 | 1,130.00 | 1 | 1.00 |
| SPI*DIRECTV SERVICE | 1,099.88 | 0.12 | 1,099.88 | 1 | 1.00 |
| CRMCA | 1,077.90 | 0.12 | 538.95 | 2 | 2.00 |
| LUBRICATION ENGINEERS | 1,060.64 | 0.12 | 1,060.64 | 1 | 1.00 |
| IN *MALCO AUTO SUPPLY | 1,057.51 | 0.12 | 352.50 | 3 | 3.00 |
| MSB*LARCONATURALRESOUR | 1,050.00 | 0.12 | 350.00 | 3 | 3.00 |
| SOCIETY FOR RANGE MANA | 1,050.00 | 0.12 | 350.00 | 3 | 3.00 |
| RIPP RESTRAINTS INTER | 1,045.81 | 0.12 | 1,045.81 | 1 | 1.00 |
| SQ *FLIPPIN FLAPJACKS | 1,045.50 | 0.12 | 1,045.50 | 1 | 1.00 |
| CO PARK* INV-6696 | 1,040.00 | 0.12 | 1,040.00 | 1 | 1.00 |
| TST*SCILEPPIS AT THE O | 1,033.04 | 0.12 | 103.30 | 10 | 10.00 |
| YODECK.COM FLIPNODE | 1,028.60 | 0.12 | 514.30 | 2 | 2.00 |
| TRANE SUPPLY-111621 | 1,027.77 | 0.12 | 342.59 | 3 | 3.00 |
| LOVABLE | 1,000.00 | 0.12 | 500.00 | 2 | 2.00 |
| NATIONAL WESTERN | 1,000.00 | 0.11 | 1,000.00 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| PAYPAL *WEECYCLE | 1,000.00 | 0.11 | 1,000.00 | 1 | 1.00 |
| BIG R OF MONUMENT | 999.95 | 0.11 | 999.95 | 1 | 1.00 |
| FSP*SOUTHWEST MOBILE S | 994.26 | 0.11 | 497.13 | 2 | 2.00 |
| FEDEX OFFIC17500017525 | 979.09 | 0.11 | 979.09 | 1 | 1.00 |
| DETECTACHEM INC | 978.36 | 0.11 | 978.36 | 1 | 1.00 |
| STANLEY STEEMER 29R | 960.00 | 0.11 | 960.00 | 1 | 1.00 |
| NRPA OPERATING | 945.00 | 0.11 | 945.00 | 1 | 1.00 |
| YEARLI.COM | 936.05 | 0.11 | 468.03 | 2 | 2.00 |
| AMAZON MKTPL*793P69JR3 | 934.24 | 0.11 | 934.24 | 1 | 1.00 |
| TRINITY GROUP COMPANIE | 930.00 | 0.11 | 930.00 | 1 | 1.00 |
| LED LIGHT EXPERT | 925.92 | 0.10 | 925.92 | 1 | 1.00 |
| GRAMMARLY CO*HEZ4F0R | 900.00 | 0.10 | 900.00 | 1 | 1.00 |
| HOMEDEPOT.COM | 899.79 | 0.10 | 449.90 | 2 | 2.00 |
| SAMSCLUB #6634 | 897.99 | 0.10 | 897.99 | 1 | 1.00 |
| HAMPTON INN HOTELS | 888.68 | 0.10 | 148.11 | 6 | 6.00 |
| AMAZON MKTPL*0M3Y98NU3 | 887.74 | 0.10 | 887.74 | 1 | 1.00 |
| COLORADOCHAPTERICC.ORG | 884.07 | 0.10 | 442.04 | 2 | 2.00 |
| EB *CREST COMMERCIAL B | 880.00 | 0.10 | 440.00 | 2 | 2.00 |
| EB *LIGHT COMMERCIAL B | 880.00 | 0.10 | 440.00 | 2 | 2.00 |
| IN *BACKFLOW CONSULTIN | 875.00 | 0.10 | 875.00 | 1 | 1.00 |
| ENTERPRISE RENT-A-CAR | 874.40 | 0.10 | 291.47 | 3 | 3.00 |
| MILE HIGH PROPANE - CO | 865.86 | 0.10 | 432.93 | 2 | 2.00 |
| CENTURYLINK LUMEN | 865.39 | 0.10 | 432.70 | 2 | 2.00 |
| AMERICAN AIRLINES | 856.98 | 0.10 | 856.98 | 1 | 1.00 |
| AMAZON MKTPL*TQ6ZH3IY3 | 824.00 | 0.09 | 824.00 | 1 | 1.00 |
| MURDOCHS CASTLE ROCK | 823.83 | 0.09 | 137.31 | 6 | 6.00 |
| RAY ALLEN MANUFACTURIN | 806.31 | 0.09 | 806.31 | 1 | 1.00 |
| VISION3 LIGHTING | 804.94 | 0.09 | 804.94 | 1 | 1.00 |
| AMAZON MKTPL*O63UR1PE3 | 802.10 | 0.09 | 802.10 | 1 | 1.00 |
| TRANSPARENT CLEA | 792.48 | 0.09 | 264.16 | 3 | 3.00 |
| OARC-REGISTRATION-CLE | 790.50 | 0.09 | 263.50 | 3 | 3.00 |
| INDUSTRIAL MOTORS & MA | 790.00 | 0.09 | 790.00 | 1 | 1.00 |
| ACE-KAUFMAN STAMP & SE | 777.05 | 0.09 | 777.05 | 1 | 1.00 |
| IN *AUTOAUTO WASH LLC | 774.56 | 0.09 | 387.28 | 2 | 2.00 |
| ELLIOTT ELECTRIC SUPPL | 774.07 | 0.09 | 774.07 | 1 | 1.00 |
| IN *RZ INDUSTRIES LLC | 768.80 | 0.09 | 768.80 | 1 | 1.00 |
| AMAZON MKTPL*XU8YF96K3 | 765.85 | 0.09 | 765.85 | 1 | 1.00 |
| AMAZON MKTPL*OZ6CL33J3 | 759.95 | 0.09 | 759.95 | 1 | 1.00 |
| QGV*FAMILY RESOURCE C | 750.00 | 0.08 | 375.00 | 2 | 2.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| PIRTEK SOUTH VALLEY | 749.55 | 0.08 | 749.55 | 1 | 1.00 |
| APEX WASTE SOLUTIONS - | 736.05 | 0.08 | 736.05 | 1 | 1.00 |
| AMAZON.COM*CF6L58P23 | 721.24 | 0.08 | 721.24 | 1 | 1.00 |
| ACADEMY CDR ACEND PAC | 720.00 | 0.08 | 720.00 | 1 | 1.00 |
| WWW.RMACES.ORG | 714.69 | 0.08 | 357.35 | 2 | 2.00 |
| DNH*GODADDY | 712.74 | 0.08 | 356.37 | 2 | 2.00 |
| LEXISNEXIS RISK SOL | 709.24 | 0.08 | 354.62 | 2 | 2.00 |
| THE HOME DEPOT 1516 | 700.84 | 0.08 | 350.42 | 2 | 2.00 |
| AMAZON.COM*YA3RN3593 | 699.99 | 0.08 | 699.99 | 1 | 1.00 |
| AMAZON MKTPL*GQ6TL1TF3 | 691.40 | 0.08 | 691.40 | 1 | 1.00 |
| AMAZON MKTPL*5V7RN90Q3 | 688.00 | 0.08 | 688.00 | 1 | 1.00 |
| AMAZON MKTPL*FG0HN53O3 | 684.92 | 0.08 | 684.92 | 1 | 1.00 |
| BEST PLUMBING SPECIALT | 681.24 | 0.08 | 681.24 | 1 | 1.00 |
| DICKEYS.CO* SN: CO-076 | 675.39 | 0.08 | 675.39 | 1 | 1.00 |
| ASAP | 675.00 | 0.08 | 675.00 | 1 | 1.00 |
| GOOGLE *CLOUD VP898D | 660.12 | 0.07 | 660.12 | 1 | 1.00 |
| DELTA | 656.60 | 0.19 | 328.30 | 2 | 2.00 |
| AMAZON MKTPL*7P9VE8M73 | 652.97 | 0.07 | 652.97 | 1 | 1.00 |
| ARNOLD MACHINE00 OF 00 | 652.58 | 0.07 | 652.58 | 1 | 1.00 |
| ASSOC OF CO CTY ADMIN | 650.00 | 0.07 | 650.00 | 1 | 1.00 |
| FRONTIER | 649.92 | 0.07 | 324.96 | 2 | 2.00 |
| INDIANA BERRY AND PLAN | 649.60 | 0.07 | 649.60 | 1 | 1.00 |
| AMAZON MKTPL*GC3J333F3 | 647.82 | 0.07 | 647.82 | 1 | 1.00 |
| ALAMIA | 643.59 | 0.07 | 643.59 | 1 | 1.00 |
| PWSD | 642.31 | 0.07 | 160.58 | 4 | 4.00 |
| THRIFTY CAR RENTAL | 640.72 | 0.07 | 640.72 | 1 | 1.00 |
| LITESYS INC | 635.00 | 0.07 | 635.00 | 1 | 1.00 |
| STEADMAN GROUP | 625.00 | 0.07 | 625.00 | 1 | 1.00 |
| MAILCHIMP | 623.50 | 0.07 | 207.83 | 3 | 3.00 |
| THE HOME DEPOT #1508 | 615.83 | 0.07 | 123.17 | 5 | 5.00 |
| AVTECH ELECTRONICS INC | 614.63 | 0.07 | 204.88 | 3 | 3.00 |
| AMAZON MKTPL*PB3B38H93 | 613.29 | 0.07 | 613.29 | 1 | 1.00 |
| QED - LITTLETON | 612.93 | 0.07 | 204.31 | 3 | 3.00 |
| CELLHIRE USA | 611.58 | 0.07 | 611.58 | 1 | 1.00 |
| COMCAST / XFINITY | 610.69 | 0.07 | 122.14 | 5 | 5.00 |
| POWER PRODUCTS UNLIMIT | 609.81 | 0.07 | 609.81 | 1 | 1.00 |
| ELECTION CENTER | 609.00 | 0.07 | 304.50 | 2 | 2.00 |
| SEED WORLD | 607.71 | 0.07 | 607.71 | 1 | 1.00 |
| EON OFFICE | 602.80 | 0.07 | 602.80 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| THERMOWORKS, INC. | 600.10 | 0.07 | 600.10 | 1 | 1.00 |
| CASTLE PINES CHAMBER O | 600.00 | 0.07 | 600.00 | 1 | 1.00 |
| SCOUTING COLORADO | 600.00 | 0.07 | 600.00 | 1 | 1.00 |
| COLORADOCO* COLORADOCO | 598.55 | 0.07 | 598.55 | 1 | 1.00 |
| 2026 MMH FORUM | 595.00 | 0.07 | 595.00 | 1 | 1.00 |
| AMAZON MKTPL*DV9O67173 | 585.60 | 0.07 | 585.60 | 1 | 1.00 |
| EXTRA SPACE 1458 | 579.00 | 0.07 | 579.00 | 1 | 1.00 |
| AMAZON MKTPL*FB7IJ2QW3 | 574.00 | 0.06 | 574.00 | 1 | 1.00 |
| INLAND TRUCK PARTS | 573.84 | 0.06 | 143.46 | 4 | 4.00 |
| RAMPART SUPPLY - 73 - | 561.98 | 0.06 | 561.98 | 1 | 1.00 |
| THE HOME DEPOT 1508 | 561.67 | 0.06 | 280.84 | 2 | 2.00 |
| WWW.COPYTRANS.NET | 560.00 | 0.06 | 560.00 | 1 | 1.00 |
| SP GETXENT | 559.90 | 0.06 | 559.90 | 1 | 1.00 |
| TRACTOR SUPPLY CO #180 | 557.52 | 0.06 | 69.69 | 8 | 8.00 |
| FARM DEALER | 550.76 | 0.06 | 137.69 | 4 | 4.00 |
| COLORADO POLICE K9 | 550.00 | 0.06 | 550.00 | 1 | 1.00 |
| AMAZON MKTPL*C03I18LD3 | 549.00 | 0.06 | 549.00 | 1 | 1.00 |
| AMAZON.COM*Z15RP0YH3 | 546.75 | 0.06 | 546.75 | 1 | 1.00 |
| PROGREEN E* PROGREEN E | 545.00 | 0.06 | 545.00 | 1 | 1.00 |
| E 470 EXPRESS TOLLS | 532.40 | 0.06 | 266.20 | 2 | 2.00 |
| AIRBNB * HMY9F982E3 | 523.59 | 0.06 | 523.59 | 1 | 1.00 |
| CES 691 | 523.53 | 0.06 | 174.51 | 3 | 3.00 |
| STAMPS.COM | 520.99 | 0.06 | 260.50 | 2 | 2.00 |
| SP PLUSH IN A RUSH | 517.50 | 0.06 | 517.50 | 1 | 1.00 |
| BTS*PATTERSONDENTAL | 516.16 | 0.06 | 516.16 | 1 | 1.00 |
| FS COM INC | 500.00 | 0.06 | 500.00 | 1 | 1.00 |
| HELPERHELPER.COM | 500.00 | 0.06 | 500.00 | 1 | 1.00 |
| QDOBA MEXICAN EATS #17 | 500.00 | 0.07 | 250.00 | 2 | 2.00 |
| AMAZON MKTPL*L759L40E3 | 498.16 | 0.06 | 498.16 | 1 | 1.00 |
| AMAZON.COM*ZZ7N64F63 | 497.99 | 0.06 | 497.99 | 1 | 1.00 |
| CO BOULDER CO SVS | 496.96 | 0.06 | 62.12 | 8 | 8.00 |
| AMAZON MKTPL*9Z3GA75V3 | 471.96 | 0.05 | 471.96 | 1 | 1.00 |
| SOCIETYFORHUMANRESOURC | 464.00 | 0.05 | 464.00 | 1 | 1.00 |
| PANERA BREAD #202448 O | 462.52 | 0.05 | 462.52 | 1 | 1.00 |
| AMAZON MKTPL*VZ0NA3GJ3 | 455.95 | 0.05 | 455.95 | 1 | 1.00 |
| IN *J. BROWER PSYCHOLO | 450.00 | 0.05 | 225.00 | 2 | 2.00 |
| AMAZON MKTPL*PG0K83CG3 | 449.99 | 0.05 | 449.99 | 1 | 1.00 |
| TRUCK ACCESORIES GROUP | 449.00 | 0.05 | 449.00 | 1 | 1.00 |
| XCEL EZ-PAY FEE WEB | 443.43 | 0.05 | 40.31 | 11 | 11.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| AMAZON.COM*GT5L380T3 | 442.43 | 0.05 | 442.43 | 1 | 1.00 |
| AMAZON MKTPL*4Y9VV7U73 | 441.00 | 0.05 | 441.00 | 1 | 1.00 |
| THEIACP | 440.00 | 0.05 | 146.67 | 3 | 3.00 |
| AMAZON MKTPL*MM3BI2CO3 | 434.56 | 0.05 | 434.56 | 1 | 1.00 |
| SAMS CLUB.COM | 433.28 | 0.05 | 433.28 | 1 | 1.00 |
| AMAZON.COM*TO8MQ8W93 | 427.99 | 0.05 | 427.99 | 1 | 1.00 |
| SP K2AWARDS | 424.83 | 0.05 | 424.83 | 1 | 1.00 |
| BWY*FBINAA NATL OFFIC | 415.00 | 0.05 | 138.33 | 3 | 3.00 |
| CITYDATA.AI | 415.00 | 0.05 | 415.00 | 1 | 1.00 |
| 1099 EXPRESS.COM INC | 410.70 | 0.05 | 205.35 | 2 | 2.00 |
| US COURT-DIST OF CO | 405.00 | 0.05 | 405.00 | 1 | 1.00 |
| AXON | 400.00 | 0.05 | 400.00 | 1 | 1.00 |
| JOHNNY'S SELECTED SEED | 399.15 | 0.08 | 133.05 | 3 | 3.00 |
| SEARCHWP.COM - DE | 399.00 | 0.05 | 399.00 | 1 | 1.00 |
| WESTERN INTERIOR SUPPL | 366.00 | 0.04 | 366.00 | 1 | 1.00 |
| USPS.COM CLICKNSHIP | 363.60 | 0.04 | 17.31 | 21 | 21.00 |
| BUFFER PLAN | 360.00 | 0.04 | 360.00 | 1 | 1.00 |
| AMAZON MKTPL*B24I46ZZ3 | 359.10 | 0.04 | 359.10 | 1 | 1.00 |
| FSP*CONTINUING LEGAL E | 351.39 | 0.04 | 351.39 | 1 | 1.00 |
| E&G TERMINAL CORPORATI | 349.68 | 0.04 | 174.84 | 2 | 2.00 |
| MSFT * E0500YIYVA | 349.60 | 0.04 | 349.60 | 1 | 1.00 |
| AMAZON.COM*CK3HC1LO3 | 347.99 | 0.04 | 347.99 | 1 | 1.00 |
| AMAZON MKTPL*966QK5YM3 | 340.48 | 0.04 | 340.48 | 1 | 1.00 |
| SOUTH METRO | 338.62 | 0.04 | 338.62 | 1 | 1.00 |
| MURDOCHS IN LITTLETON | 331.94 | 0.04 | 165.97 | 2 | 2.00 |
| HYATT HOTELS | 331.30 | 0.04 | 331.30 | 1 | 1.00 |
| ABPA | 330.00 | 0.04 | 330.00 | 1 | 1.00 |
| RANEY'S LLC | 329.95 | 0.04 | 329.95 | 1 | 1.00 |
| EASTERN SLOPE RURAL TE | 327.86 | 0.04 | 327.86 | 1 | 1.00 |
| ADVANCEDPOL | 325.00 | 0.04 | 325.00 | 1 | 1.00 |
| CMP | 325.00 | 0.04 | 325.00 | 1 | 1.00 |
| CHICK-FIL-A #01580 | 322.05 | 0.04 | 161.03 | 2 | 2.00 |
| TST* NOTHING BUNDT CAK | 321.00 | 0.04 | 160.50 | 2 | 2.00 |
| AMAZON MKTPL*UO1JQ6RK3 | 319.96 | 0.04 | 319.96 | 1 | 1.00 |
| FASTSIGNS 371801 | 317.72 | 0.04 | 317.72 | 1 | 1.00 |
| SHERWIN-WILLIAMS701831 | 316.88 | 0.04 | 316.88 | 1 | 1.00 |
| ULINE *SHIP SUPPLIES | 316.63 | 0.04 | 158.32 | 2 | 2.00 |
| THE HOME DEPOT 1540 | 316.58 | 0.04 | 79.15 | 4 | 4.00 |
| GALLS | 315.00 | 0.04 | 315.00 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| AMAZON MKTPL*I14I20GB3 | 314.50 | 0.04 | 314.50 | 1 | 1.00 |
| EINSTEIN BROS-ONLINE C | 314.16 | 0.04 | 314.16 | 1 | 1.00 |
| TEXTLINE | 314.00 | 0.04 | 314.00 | 1 | 1.00 |
| SAFEWAY #1877 | 309.33 | 0.03 | 38.67 | 8 | 8.00 |
| USPS PO 0714410156 | 304.03 | 0.03 | 101.34 | 3 | 3.00 |
| ACPA CO/WY CHAPTER | 300.00 | 0.03 | 300.00 | 1 | 1.00 |
| PAYPAL *ESPIOC ORG | 300.00 | 0.03 | 150.00 | 2 | 2.00 |
| AMAZON MKTPL*JH7X15523 | 299.14 | 0.03 | 299.14 | 1 | 1.00 |
| AMAZON.COM*5E4HY1V03 | 299.00 | 0.03 | 299.00 | 1 | 1.00 |
| SP FIREHOSEDIRECT FRQ | 298.74 | 0.03 | 298.74 | 1 | 1.00 |
| MOORE LUMBER-CASTLE RO | 294.77 | 0.03 | 147.39 | 2 | 2.00 |
| AMAZON MKTPL*AI7WQ06Z3 | 294.53 | 0.03 | 294.53 | 1 | 1.00 |
| THETRANZONICCOMPANIES | 293.49 | 0.03 | 293.49 | 1 | 1.00 |
| AUTOPAY/DISH NTWK | 293.36 | 0.03 | 97.79 | 3 | 3.00 |
| DVL GROUP INC | 291.50 | 0.03 | 291.50 | 1 | 1.00 |
| TMOBILE POSTPAID WEB | 287.75 | 0.03 | 287.75 | 1 | 1.00 |
| OPENAI *CHATGPT SUBSCR | 283.10 | 0.03 | 56.62 | 5 | 5.00 |
| SIGNUPGENIUS | 279.88 | 0.03 | 139.94 | 2 | 2.00 |
| SP OTTE GEAR.COM | 279.24 | 0.03 | 279.24 | 1 | 1.00 |
| CUMMINS INC - 42 | 278.21 | 0.03 | 278.21 | 1 | 1.00 |
| AMAZON MKTPL*U872A4WI3 | 277.36 | 0.03 | 277.36 | 1 | 1.00 |
| J FLOW CONTROLS | 277.14 | 0.03 | 277.14 | 1 | 1.00 |
| MINUTEMAN PRESS - CAST | 274.23 | 0.03 | 137.12 | 2 | 2.00 |
| AMAZON MKTPL*NL3G56P33 | 272.15 | 0.03 | 272.15 | 1 | 1.00 |
| AMAZON MKTPL*YV5ET2SD3 | 271.97 | 0.03 | 271.97 | 1 | 1.00 |
| AMAZON MKTPL*OH2HS0PE3 | 271.80 | 0.03 | 271.80 | 1 | 1.00 |
| LOWES #01755* | 269.62 | 0.03 | 89.87 | 3 | 3.00 |
| AMAZON.COM*0H0IV6W03 | 264.52 | 0.03 | 264.52 | 1 | 1.00 |
| DEPT OF REGULATORY-TTC | 263.00 | 0.03 | 263.00 | 1 | 1.00 |
| AMAZON MKTPL*Q82NB5F83 | 262.24 | 0.03 | 262.24 | 1 | 1.00 |
| AMAZON MKTPL*ZN6XT2133 | 260.82 | 0.03 | 260.82 | 1 | 1.00 |
| AMAZON MKTPL*1C8348X23 | 259.40 | 0.03 | 259.40 | 1 | 1.00 |
| AMAZON MKTPL*TL2PF20C3 | 258.40 | 0.03 | 258.40 | 1 | 1.00 |
| MSFT * E0500YIWA7 | 258.40 | 0.03 | 258.40 | 1 | 1.00 |
| AMAZON MKTPL*R27IL0PB3 | 256.14 | 0.03 | 256.14 | 1 | 1.00 |
| SPI*DENVER WATER | 254.30 | 0.03 | 254.30 | 1 | 1.00 |
| CORPORATE TRANSLATE | 253.87 | 0.03 | 126.94 | 2 | 2.00 |
| DCSD FACILITIES | 250.00 | 0.03 | 250.00 | 1 | 1.00 |
| IN *ADVANCED PARKING S | 250.00 | 0.03 | 250.00 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| AMAZON.COM*V66OH76P3 | 249.90 | 0.03 | 249.90 | 1 | 1.00 |
| DUKE RESTAURANT | 249.04 | 0.03 | 124.52 | 2 | 2.00 |
| KODEX, INC. | 245.00 | 0.03 | 245.00 | 1 | 1.00 |
| AMAZON MKTPL*MN4GE2323 | 244.72 | 0.03 | 244.72 | 1 | 1.00 |
| AMAZON MKTPL*TO8W161G3 | 240.74 | 0.03 | 240.74 | 1 | 1.00 |
| RED HILL SUPPLY-SOURCE | 237.64 | 0.03 | 237.64 | 1 | 1.00 |
| AMAZON MKTPL*VN67S97Z3 | 232.16 | 0.03 | 232.16 | 1 | 1.00 |
| THE HOME DEPOT #1540 | 230.03 | 0.03 | 57.51 | 4 | 4.00 |
| AMAZON MKTPL*IJ72Y6JT3 | 229.13 | 0.03 | 229.13 | 1 | 1.00 |
| COURTS/USCA-10TH | 225.00 | 0.03 | 225.00 | 1 | 1.00 |
| IN *5280 DRUG TESTING | 225.00 | 0.03 | 75.00 | 3 | 3.00 |
| AMAZON MKTPL*AH3JM94C3 | 224.47 | 0.03 | 224.47 | 1 | 1.00 |
| UBER *TRIP | 223.18 | 0.03 | 44.64 | 5 | 5.00 |
| WCI*MOUNTAIN VIEW WAST | 222.27 | 0.03 | 222.27 | 1 | 1.00 |
| AMAZON MKTPL*EZ5HB96Z3 | 213.71 | 0.02 | 213.71 | 1 | 1.00 |
| HARBOR FREIGHT TOOLS29 | 213.44 | 0.02 | 71.15 | 3 | 3.00 |
| DEN PUBLIC PARKING | 210.00 | 0.02 | 70.00 | 3 | 3.00 |
| AMAZON MKTPL*PA96H7EB3 | 207.80 | 0.02 | 207.80 | 1 | 1.00 |
| SQ *COOL J ICE | 207.00 | 0.02 | 207.00 | 1 | 1.00 |
| AMAZON.COM*UM9AU3WZ3 | 203.89 | 0.02 | 203.89 | 1 | 1.00 |
| SHERWIN-WILLIAMS707457 | 203.44 | 0.02 | 67.81 | 3 | 3.00 |
| HNS*HUGHESNET.COM | 200.73 | 0.02 | 200.73 | 1 | 1.00 |
| AMAZON MKTPL*F91S43CD3 | 200.27 | 0.02 | 200.27 | 1 | 1.00 |
| COLORADOPR* SAVING PLA | 200.00 | 0.02 | 200.00 | 1 | 1.00 |
| SP GHOST PATCH | 200.00 | 0.02 | 200.00 | 1 | 1.00 |
| AMAZON MKTPL*PK58P92L3 | 199.99 | 0.02 | 199.99 | 1 | 1.00 |
| GALLUP | 199.90 | 0.02 | 199.90 | 1 | 1.00 |
| AMAZON MKTPL*ZA9OB9113 | 199.59 | 0.02 | 199.59 | 1 | 1.00 |
| AMAZON MKTPL*090TO8YA3 | 197.70 | 0.02 | 197.70 | 1 | 1.00 |
| AMAZON.COM*E166U13N3 | 195.96 | 0.02 | 195.96 | 1 | 1.00 |
| AMAZON MKTPL*NH37L5VD3 | 193.83 | 0.02 | 193.83 | 1 | 1.00 |
| AMAZON MKTPL*7K3Y01EC3 | 193.50 | 0.02 | 193.50 | 1 | 1.00 |
| AMAZON MKTPL*FV6O86WO3 | 193.50 | 0.02 | 193.50 | 1 | 1.00 |
| AMAZON MKTPL*R73UI0MA3 | 191.97 | 0.02 | 191.97 | 1 | 1.00 |
| AMAZON MKTPL*TT86Y9CX3 | 190.67 | 0.02 | 190.67 | 1 | 1.00 |
| AMAZON MKTPL*D26514VF3 | 190.33 | 0.02 | 190.33 | 1 | 1.00 |
| WHELEN ENGINEE00 OF 00 | 189.60 | 0.02 | 189.60 | 1 | 1.00 |
| AMAZON MKTPL*9G9AE9RH3 | 189.18 | 0.02 | 189.18 | 1 | 1.00 |
| SATCOM DIRECT, INC | 187.80 | 0.02 | 46.95 | 4 | 4.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| CBI ONLINE | 186.00 | 0.02 | 6.00 | 31 | 31.00 |
| AMAZON MKTPL*W70EJ7Q23 | 185.23 | 0.02 | 185.23 | 1 | 1.00 |
| AMAZON MKTPL*BO8RF1CH0 | 183.01 | 0.02 | 183.01 | 1 | 1.00 |
| AMAZON MKTPL*6I00B6713 | 180.00 | 0.02 | 180.00 | 1 | 1.00 |
| AMAZON MKTPL*SH8GD7AK3 | 179.98 | 0.02 | 179.98 | 1 | 1.00 |
| TST* FIREHOUSE SUBS - | 179.98 | 0.02 | 179.98 | 1 | 1.00 |
| AMAZON MKTPL*6X7NK9HT3 | 179.48 | 0.02 | 179.48 | 1 | 1.00 |
| AMAZON MKTPL*RB9QS71V3 | 174.99 | 0.02 | 174.99 | 1 | 1.00 |
| WM SUPERCENTER #984 | 173.30 | 0.02 | 86.65 | 2 | 2.00 |
| AMAZON MKTPL*IZ28A0ZZ3 | 173.22 | 0.02 | 173.22 | 1 | 1.00 |
| AFP*PRIA | 170.00 | 0.02 | 170.00 | 1 | 1.00 |
| NAPA STORE 3600105 | 168.37 | 0.02 | 84.19 | 2 | 2.00 |
| AMAZON MKTPL*K251M2GU3 | 167.87 | 0.02 | 167.87 | 1 | 1.00 |
| RAM PRODUCTS, 00 OF 00 | 166.00 | 0.02 | 83.00 | 2 | 2.00 |
| SEDALIA LANDFILL | 166.00 | 0.02 | 166.00 | 1 | 1.00 |
| CORNWELL TOOLS | 165.85 | 0.02 | 165.85 | 1 | 1.00 |
| BUSINESSDEN.COM | 165.00 | 0.02 | 165.00 | 1 | 1.00 |
| PAYPAL *CO DEF LAW | 165.00 | 0.02 | 165.00 | 1 | 1.00 |
| BOBCAT COMPANY | 164.99 | 0.02 | 164.99 | 1 | 1.00 |
| KEN CARYL GLASS INC | 162.67 | 0.02 | 162.67 | 1 | 1.00 |
| WWW.CWFCUS.COM | 160.00 | 0.02 | 160.00 | 1 | 1.00 |
| SP ZERO9 SOLUTIONS LLC | 158.97 | 0.02 | 158.97 | 1 | 1.00 |
| AMAZON MKTPL*082YJ8FV3 | 157.24 | 0.02 | 157.24 | 1 | 1.00 |
| MUNRO COMPANIES, INC | 157.02 | 0.02 | 157.02 | 1 | 1.00 |
| AMAZON MKTPL*7960K4PC3 | 156.34 | 0.02 | 156.34 | 1 | 1.00 |
| MICRO ESSENTIA01 OF 01 | 155.81 | 0.02 | 155.81 | 1 | 1.00 |
| AMAZON MKTPL*VG3XO62X3 | 155.22 | 0.02 | 155.22 | 1 | 1.00 |
| MERIDIAN METROPOLITAN | 154.22 | 0.02 | 77.11 | 2 | 2.00 |
| EZCATER*PARRYS PIZZA | 153.83 | 0.02 | 153.83 | 1 | 1.00 |
| ABMDI | 150.00 | 0.02 | 150.00 | 1 | 1.00 |
| IN *INTERIM COUNSELING | 150.00 | 0.02 | 150.00 | 1 | 1.00 |
| IN *KYLE MORTENSEN | 150.00 | 0.02 | 150.00 | 1 | 1.00 |
| PAYPAL *ADEOIMAGING | 149.99 | 0.02 | 149.99 | 1 | 1.00 |
| SP DAKBOARD LLC | 149.95 | 0.02 | 149.95 | 1 | 1.00 |
| AMAZON MKTPL*0K2DD8ZI3 | 149.90 | 0.02 | 149.90 | 1 | 1.00 |
| AUTOPSY CENTER OF CHIC | 149.00 | 0.02 | 149.00 | 1 | 1.00 |
| ITE | 149.00 | 0.02 | 149.00 | 1 | 1.00 |
| LOAF N JUG 0068 | 148.72 | 0.02 | 37.18 | 4 | 4.00 |
| EZCATER*PANERA BREAD | 148.40 | 0.02 | 148.40 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| IAEI | 146.00 | 0.02 | 146.00 | 1 | 1.00 |
| AMAZON MKTPL*AV0YW1I43 | 144.20 | 0.02 | 144.20 | 1 | 1.00 |
| GRAMMARLY CO*UNMYKMZ | 144.00 | 0.02 | 144.00 | 1 | 1.00 |
| GRAMMARLY CO*ZYLWZIO | 144.00 | 0.02 | 144.00 | 1 | 1.00 |
| AMAZON MKTPL*FX65N6IR3 | 143.97 | 0.02 | 143.97 | 1 | 1.00 |
| AMAZON MKTPL*0Q3QR9163 | 143.95 | 0.02 | 143.95 | 1 | 1.00 |
| ROXBOROUGH WATERSANI D | 143.01 | 0.02 | 143.01 | 1 | 1.00 |
| SP TACTICAL WEAR LLC | 142.39 | 0.02 | 142.39 | 1 | 1.00 |
| AMAZON MKTPL*CC5GK26Z3 | 141.97 | 0.02 | 141.97 | 1 | 1.00 |
| AMAZON MKTPL*TF0IQ2VS3 | 141.16 | 0.02 | 141.16 | 1 | 1.00 |
| NW DOUGLAS CTY CHAM &E | 140.00 | 0.02 | 140.00 | 1 | 1.00 |
| AMAZON MKTPL*IQ3Y52Y63 | 139.95 | 0.02 | 139.95 | 1 | 1.00 |
| AMAZON MKTPL*PF6I624E3 | 138.48 | 0.02 | 138.48 | 1 | 1.00 |
| CITY OF WOODLAND PARK | 138.45 | 0.02 | 138.45 | 1 | 1.00 |
| NCCHC | 138.00 | 0.02 | 69.00 | 2 | 2.00 |
| WALMART.COM 8009256278 | 137.42 | 0.02 | 137.42 | 1 | 1.00 |
| CO EMERGENCY MGT ASSOC | 135.00 | 0.02 | 45.00 | 3 | 3.00 |
| KING SOOPERS #0091 | 132.46 | 0.01 | 132.46 | 1 | 1.00 |
| AMAZON MKTPL*GV8CY9CE3 | 130.99 | 0.01 | 130.99 | 1 | 1.00 |
| AMAZON MKTPL*EY7HI48F3 | 129.95 | 0.01 | 129.95 | 1 | 1.00 |
| DENVER INDUSTRIAL SALE | 129.65 | 0.01 | 129.65 | 1 | 1.00 |
| FYF*FROMYOUFLOWERS | 126.92 | 0.01 | 63.46 | 2 | 2.00 |
| 1675-GAYLORD ROCKIES | 126.40 | 0.01 | 21.07 | 6 | 6.00 |
| HERTZ | 125.98 | 0.01 | 125.98 | 1 | 1.00 |
| IAFCI | 125.00 | 0.01 | 125.00 | 1 | 1.00 |
| KING SOOPERS #0125 | 122.35 | 0.01 | 40.78 | 3 | 3.00 |
| VENNGAGE.COM | 120.00 | 0.01 | 120.00 | 1 | 1.00 |
| AMAZON MKTPL*CJ64A57C3 | 119.97 | 0.01 | 119.97 | 1 | 1.00 |
| AMAZON MKTPL*U40KN32X3 | 119.90 | 0.01 | 119.90 | 1 | 1.00 |
| LYFT *RIDE MON 3PM | 119.60 | 0.01 | 119.60 | 1 | 1.00 |
| AMAZON MKTPL*E70TE3DO3 | 118.80 | 0.01 | 118.80 | 1 | 1.00 |
| AMAZON MKTPL*2N1BK8O33 | 117.20 | 0.01 | 117.20 | 1 | 1.00 |
| CASTLE CAFE | 117.00 | 0.01 | 58.50 | 2 | 2.00 |
| AMAZON.COM*2K5CZ6AT3 | 116.99 | 0.01 | 116.99 | 1 | 1.00 |
| AMAZON.COM*AG4C44U93 | 115.82 | 0.01 | 115.82 | 1 | 1.00 |
| AMAZON MKTPL*047QB5IT3 | 114.98 | 0.01 | 114.98 | 1 | 1.00 |
| LYFT *RIDE TUE 8AM | 114.95 | 0.01 | 114.95 | 1 | 1.00 |
| AMAZON MKTPL*VV10H8DW3 | 114.86 | 0.01 | 114.86 | 1 | 1.00 |
| AMAZON.COM*705M436R3 | 114.35 | 0.01 | 114.35 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| LYFT *RIDE SUN 10PM | 111.60 | 0.01 | 111.60 | 1 | 1.00 |
| CROWN EQUIPMENT CORP | 111.00 | 0.01 | 111.00 | 1 | 1.00 |
| AMAZON MKTPL*ZY8HP43A3 | 107.97 | 0.01 | 107.97 | 1 | 1.00 |
| ROCK BOTTOM RESTAURANT | 106.60 | 0.01 | 53.30 | 2 | 2.00 |
| WAVE - *MRS SHRED AME | 105.95 | 0.01 | 105.95 | 1 | 1.00 |
| TOTAL RESTROOM | 105.64 | 0.01 | 105.64 | 1 | 1.00 |
| FS *MACKIEV | 104.20 | 0.01 | 104.20 | 1 | 1.00 |
| LYFT *1 RIDE 01-11 | 103.40 | 0.01 | 103.40 | 1 | 1.00 |
| REI*MATTHEW BENDER &CO | 103.08 | 0.01 | 103.08 | 1 | 1.00 |
| SAMSCLUB #4853 | 102.94 | 0.01 | 102.94 | 1 | 1.00 |
| SIERRA RESTAURANT, LLC | 102.53 | 0.01 | 102.53 | 1 | 1.00 |
| CASTLE ROCK FI00 OF 00 | 102.00 | 0.01 | 102.00 | 1 | 1.00 |
| AMAZON MKTPL*XK0HC8OJ3 | 101.96 | 0.01 | 101.96 | 1 | 1.00 |
| AMAZON.COM*0F7RW5O23 | 100.00 | 0.01 | 100.00 | 1 | 1.00 |
| AMAZON.COM*2T21P7YQ3 | 100.00 | 0.01 | 100.00 | 1 | 1.00 |
| PY *WSSA | 100.00 | 0.01 | 100.00 | 1 | 1.00 |
| SQ *LEEPAAC | 100.00 | 0.01 | 100.00 | 1 | 1.00 |
| TIME PARK LLC LOT 20 | 100.00 | 0.01 | 20.00 | 5 | 5.00 |
| TLO TRANSUNION | 100.00 | 0.01 | 100.00 | 1 | 1.00 |
| AMAZON MKTPL*SB2WS8GP3 | 99.98 | 0.01 | 99.98 | 1 | 1.00 |
| LYFT *RIDE MON 2PM | 99.97 | 0.01 | 99.97 | 1 | 1.00 |
| LYFT *RIDE MON 8AM | 98.93 | 0.01 | 98.93 | 1 | 1.00 |
| AMAZON MKTPL*BQ8961KG0 | 97.22 | 0.01 | 97.22 | 1 | 1.00 |
| AMAZON MKTPL*7B27Y6Q03 | 97.02 | 0.01 | 97.02 | 1 | 1.00 |
| AMAZON MKTPL*BM6SQ3L23 | 93.22 | 0.01 | 93.22 | 1 | 1.00 |
| AMAZON MKTPL*WX58K0YH3 | 93.14 | 0.01 | 93.14 | 1 | 1.00 |
| AMAZON MKTPL*734R71G13 | 92.94 | 0.01 | 92.94 | 1 | 1.00 |
| AMAZON MKTPL*U00ES1GG3 | 92.00 | 0.01 | 92.00 | 1 | 1.00 |
| SP HOME AND COUNTRY | 91.99 | 0.01 | 91.99 | 1 | 1.00 |
| AMAZON.COM*O12KL9VJ3 | 91.21 | 0.01 | 91.21 | 1 | 1.00 |
| TARGET 00022194 | 90.97 | 0.03 | 30.32 | 3 | 3.00 |
| KEKES BREAKFAST CAFE - | 90.75 | 0.01 | 90.75 | 1 | 1.00 |
| MILSPEC MON | 90.50 | 0.01 | 90.50 | 1 | 1.00 |
| LYFT *RIDE MON 7AM | 89.25 | 0.01 | 89.25 | 1 | 1.00 |
| AMAZON MKTPL*F24OQ98U3 | 86.99 | 0.01 | 86.99 | 1 | 1.00 |
| AMAZON MKTPL*V54P64JQ3 | 86.87 | 0.01 | 86.87 | 1 | 1.00 |
| AMAZON MKTPL*KL1TR3LN3 | 86.79 | 0.01 | 86.79 | 1 | 1.00 |
| JERSEY MIKES 22021 | 85.95 | 0.01 | 85.95 | 1 | 1.00 |
| H&M TRANSMISSION AND A | 85.00 | 0.01 | 85.00 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| KING SOOPERS #0132 | 84.96 | 0.01 | 42.48 | 2 | 2.00 |
| AMAZON MKTPL*YK19N4GF3 | 84.95 | 0.01 | 84.95 | 1 | 1.00 |
| AMAZON MKTPL*7Y9OI3NP3 | 84.00 | 0.01 | 84.00 | 1 | 1.00 |
| AMAZON MKTPL*8T5PH8AY3 | 83.89 | 0.01 | 83.89 | 1 | 1.00 |
| AMAZON MKTPL*9M8DE93I3 | 83.21 | 0.01 | 83.21 | 1 | 1.00 |
| AMAZON MKTPL*RX5K77S63 | 82.51 | 0.01 | 82.51 | 1 | 1.00 |
| METROPOLIS PARKING | 82.48 | 0.01 | 41.24 | 2 | 2.00 |
| AMAZON MKTPL*IE0NL2D43 | 81.44 | 0.01 | 81.44 | 1 | 1.00 |
| AMAZON MKTPL*225BU4J83 | 81.16 | 0.01 | 81.16 | 1 | 1.00 |
| AMAZON.COM*0I7H86NU3 | 80.99 | 0.01 | 80.99 | 1 | 1.00 |
| AMAZON MKTPL*ZU94C85H3 | 80.97 | 0.01 | 80.97 | 1 | 1.00 |
| AMAZON MKTPL*Z06GR16Y3 | 79.99 | 0.01 | 79.99 | 1 | 1.00 |
| AMAZON.COM*EK4371CF3 | 79.95 | 0.01 | 79.95 | 1 | 1.00 |
| DEWALT MOBILELOCK | 79.80 | 0.01 | 79.80 | 1 | 1.00 |
| AMAZON.COM*C97YK92E3 | 78.95 | 0.01 | 78.95 | 1 | 1.00 |
| BIG TOOL BOX (PARKER) | 78.89 | 0.01 | 78.89 | 1 | 1.00 |
| AMAZON MKTPL*252MG0K23 | 78.83 | 0.01 | 78.83 | 1 | 1.00 |
| IMPERIAL SUPPLIES | 78.76 | 0.01 | 78.76 | 1 | 1.00 |
| AMAZON MKTPL*3X3FR4MM3 | 78.48 | 0.01 | 78.48 | 1 | 1.00 |
| USPS PO 0746440803 | 78.00 | 0.01 | 78.00 | 1 | 1.00 |
| USPS PO 0750760255 | 78.00 | 0.01 | 78.00 | 1 | 1.00 |
| AMAZON.COM*6D28L7E33 | 77.48 | 0.01 | 77.48 | 1 | 1.00 |
| CHEESECAKE 0042 ONEDIN | 77.05 | 0.01 | 77.05 | 1 | 1.00 |
| LYFT *RIDE TUE 9AM | 76.99 | 0.01 | 76.99 | 1 | 1.00 |
| AMAZON MKTPL*M33391RS3 | 76.02 | 0.01 | 76.02 | 1 | 1.00 |
| FEDEX35875952 | 75.13 | 0.01 | 75.13 | 1 | 1.00 |
| AMAZON MKTPL*MX0MX9RP3 | 73.98 | 0.01 | 73.98 | 1 | 1.00 |
| AWARDS WITH MORE | 73.00 | 0.01 | 36.50 | 2 | 2.00 |
| RAINMASTER | 72.75 | 0.01 | 72.75 | 1 | 1.00 |
| B&C TACOS | 72.63 | 0.01 | 72.63 | 1 | 1.00 |
| COLUMN PUBLIC NOTICE | 72.60 | 0.01 | 36.30 | 2 | 2.00 |
| GEORGE T SANDERS COMPA | 71.30 | 0.01 | 35.65 | 2 | 2.00 |
| AMAZON MKTPL*L50IF4W13 | 70.50 | 0.01 | 70.50 | 1 | 1.00 |
| AMAZON MKTPL*VV5XU3JJ3 | 70.17 | 0.01 | 70.17 | 1 | 1.00 |
| AMAZON.COM*7G3BE3N43 | 69.56 | 0.01 | 69.56 | 1 | 1.00 |
| AMAZON MKTPL*029R496V3 | 68.37 | 0.01 | 68.37 | 1 | 1.00 |
| AMAZON MKTPL*BW1TG57M3 | 67.98 | 0.01 | 67.98 | 1 | 1.00 |
| SPYPOINT STD-ANNUAL | 67.20 | 0.01 | 67.20 | 1 | 1.00 |
| TST*BINGO BURGER- PUEB | 67.10 | 0.01 | 33.55 | 2 | 2.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| AMAZON MKTPL*PL75L4SA3 | 66.49 | 0.01 | 66.49 | 1 | 1.00 |
| GULF OIL 92068071 | 65.99 | 0.01 | 33.00 | 2 | 2.00 |
| HOBBY LOBBY #21 | 65.95 | 0.01 | 32.98 | 2 | 2.00 |
| AMAZON MKTPL*K68JC8AB3 | 65.53 | 0.01 | 65.53 | 1 | 1.00 |
| AMAZON MKTPL*SP3PG2FT3 | 65.12 | 0.01 | 65.12 | 1 | 1.00 |
| SAMS CLUB #4853 | 65.06 | 0.01 | 65.06 | 1 | 1.00 |
| AMAZON MKTPL*HZ0VY8VW3 | 65.00 | 0.01 | 65.00 | 1 | 1.00 |
| PAYPAL *IAPE | 65.00 | 0.01 | 65.00 | 1 | 1.00 |
| AMAZON MKTPL*5Q4GM20V3 | 64.99 | 0.01 | 64.99 | 1 | 1.00 |
| LYFT *RIDE MON 12PM | 64.91 | 0.01 | 32.46 | 2 | 2.00 |
| AMAZON MKTPL*3H00M29T3 | 64.85 | 0.01 | 64.85 | 1 | 1.00 |
| AMAZON MKTPL*TW7I44F83 | 64.73 | 0.01 | 64.73 | 1 | 1.00 |
| AMAZON MKTPL*088BK0LG3 | 63.57 | 0.01 | 63.57 | 1 | 1.00 |
| FEDEX511589896 | 63.36 | 0.01 | 63.36 | 1 | 1.00 |
| LYFT *RIDE MON 5PM | 62.93 | 0.01 | 62.93 | 1 | 1.00 |
| AMAZON MKTPL*EC2E49DS3 | 61.96 | 0.01 | 61.96 | 1 | 1.00 |
| AMAZON MKTPL*C805L8EV3 | 61.15 | 0.01 | 61.15 | 1 | 1.00 |
| CBI*FLIPPINGBOOK LTD. | 61.00 | 0.01 | 61.00 | 1 | 1.00 |
| PIONEER MATERIALS WEST | 60.00 | 0.01 | 60.00 | 1 | 1.00 |
| AMAZON MKTPL*KM0U61083 | 59.87 | 0.01 | 59.87 | 1 | 1.00 |
| IN *THE INTERIM, LLC | 59.00 | 0.01 | 29.50 | 2 | 2.00 |
| ETSY.COM*TRENDYGIFTSIN | 58.67 | 0.01 | 29.34 | 2 | 2.00 |
| FEDEX35595720 | 58.48 | 0.01 | 58.48 | 1 | 1.00 |
| AMAZON MKTPL*T839B8O03 | 56.99 | 0.01 | 56.99 | 1 | 1.00 |
| AMAZON MKTPL*7X7WR5JB3 | 56.95 | 0.01 | 56.95 | 1 | 1.00 |
| AMAZON MKTPL*GS2QL5LD3 | 56.67 | 0.01 | 56.67 | 1 | 1.00 |
| AMAZON MKTPL*H51TF6RK3 | 55.99 | 0.01 | 55.99 | 1 | 1.00 |
| TWIN PEAKS 2135 E CAME | 55.84 | 0.01 | 55.84 | 1 | 1.00 |
| AMAZON MKTPL*7I1PT52C3 | 55.57 | 0.01 | 55.57 | 1 | 1.00 |
| FAST STOP 1151 INC | 55.39 | 0.01 | 55.39 | 1 | 1.00 |
| AMAZON.COM*OF5787EG3 | 54.97 | 0.01 | 54.97 | 1 | 1.00 |
| NAPOLIS | 54.50 | 0.01 | 54.50 | 1 | 1.00 |
| AMAZON MKTPL*VO0K39QX3 | 54.46 | 0.01 | 54.46 | 1 | 1.00 |
| AMAZON MKTPL*CH2EV89Q3 | 53.97 | 0.01 | 53.97 | 1 | 1.00 |
| AMAZON MKTPL*F608N2Z63 | 53.89 | 0.01 | 53.89 | 1 | 1.00 |
| AMAZON MKTPL*NI98G8ZZ3 | 53.74 | 0.01 | 53.74 | 1 | 1.00 |
| AN TOYOTA SCION ARAPHA | 53.16 | 0.01 | 53.16 | 1 | 1.00 |
| AMAZON MKTPL*VT02B3ZN3 | 52.98 | 0.01 | 52.98 | 1 | 1.00 |
| AMAZON MKTPL*3B1KK4803 | 52.75 | 0.01 | 52.75 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| DOS AMIGOS MEXICAN GRI | 52.50 | 0.01 | 52.50 | 1 | 1.00 |
| WAL-MART #0984 | 52.47 | 0.01 | 26.24 | 2 | 2.00 |
| AMAZON.COM*069LB6UP3 | 52.35 | 0.01 | 52.35 | 1 | 1.00 |
| AMAZON MKTPL*WG1X73FW3 | 52.24 | 0.01 | 52.24 | 1 | 1.00 |
| AMAZON MKTPL*NB50P15N3 | 50.99 | 0.01 | 50.99 | 1 | 1.00 |
| ENGLEWOOD LOCK & SAFE | 50.39 | 0.01 | 50.39 | 1 | 1.00 |
| COLORADO PUBLIC HEALTH | 50.00 | 0.01 | 25.00 | 2 | 2.00 |
| IN *NATIONAL ASSOCIATI | 50.00 | 0.01 | 50.00 | 1 | 1.00 |
| CROWD MGR TRAINING | 49.90 | 0.01 | 49.90 | 1 | 1.00 |
| PHX T3 AJO ALS 6291536 | 49.37 | 0.01 | 49.37 | 1 | 1.00 |
| ISTOCKPHOTO | 49.00 | 0.01 | 49.00 | 1 | 1.00 |
| WWW.DJI.COM | 49.00 | 0.01 | 49.00 | 1 | 1.00 |
| FEDEX35121528 | 48.56 | 0.01 | 48.56 | 1 | 1.00 |
| QED - CENTENNIAL | 48.30 | 0.01 | 48.30 | 1 | 1.00 |
| DAKBOARD | 48.00 | 0.01 | 48.00 | 1 | 1.00 |
| AMAZON MKTPL*4L9X35WV3 | 47.99 | 0.01 | 47.99 | 1 | 1.00 |
| AMAZON.COM*QA8EE50R3 | 47.80 | 0.01 | 47.80 | 1 | 1.00 |
| AMAZON MKTPL*KV5JX7RB3 | 47.69 | 0.01 | 47.69 | 1 | 1.00 |
| DENVER POST CIRCULATIO | 47.67 | 0.01 | 47.67 | 1 | 1.00 |
| AMAZON MKTPL*GG2SV0623 | 46.97 | 0.01 | 46.97 | 1 | 1.00 |
| WASABI TECHNOLOGIES | 46.65 | 0.01 | 46.65 | 1 | 1.00 |
| BROKEN YOLK- HIGHLAND | 46.20 | 0.01 | 46.20 | 1 | 1.00 |
| AMAZON.COM*TV66E8GL3 | 46.09 | 0.01 | 46.09 | 1 | 1.00 |
| AMAZON MKTPL*P43097MO3 | 46.01 | 0.01 | 46.01 | 1 | 1.00 |
| AMAZON MKTPL*ZB1JO38W3 | 45.98 | 0.01 | 45.98 | 1 | 1.00 |
| AMAZON MKTPL*UY60E12F3 | 45.58 | 0.01 | 45.58 | 1 | 1.00 |
| CIRCLE K 09901 | 45.34 | 0.01 | 22.67 | 2 | 2.00 |
| SIGNATURE SIGNS, CORP. | 45.00 | 0.01 | 45.00 | 1 | 1.00 |
| AMAZON MKTPL*S99AR9C53 | 44.98 | 0.01 | 44.98 | 1 | 1.00 |
| AMAZON MKTPL*OS5C57ZU3 | 44.44 | 0.01 | 44.44 | 1 | 1.00 |
| AMAZON MKTPL*0R2831473 | 43.99 | 0.00 | 43.99 | 1 | 1.00 |
| SP EXCELBLADES.COM | 43.68 | 0.00 | 43.68 | 1 | 1.00 |
| AMAZON.COM*EW4T05G63 | 43.23 | 0.00 | 43.23 | 1 | 1.00 |
| TST*BAGEL STOP CAFE | 43.20 | 0.00 | 43.20 | 1 | 1.00 |
| CCI*CONSTANT-CONTACT | 43.00 | 0.00 | 43.00 | 1 | 1.00 |
| IDI | 42.50 | 0.00 | 42.50 | 1 | 1.00 |
| TRAVEL GUARD GROUP INC | 42.41 | 0.00 | 42.41 | 1 | 1.00 |
| AMAZON MKTPL*LN7ES28R3 | 42.00 | 0.00 | 42.00 | 1 | 1.00 |
| TARGET 00013268 | 41.40 | 0.00 | 41.40 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| AMAZON MKTPL*B380U1AS2 | 40.99 | 0.00 | 40.99 | 1 | 1.00 |
| AMAZON MKTPL*A06UK5933 | 40.80 | 0.00 | 40.80 | 1 | 1.00 |
| AMAZON MKTPL*L30TH0113 | 40.57 | 0.00 | 40.57 | 1 | 1.00 |
| AMAZON MKTPL*QT4OB2983 | 40.05 | 0.00 | 40.05 | 1 | 1.00 |
| STARBUCKS STORE 05325 | 40.00 | 0.00 | 40.00 | 1 | 1.00 |
| AMAZON MKTPL*8V44R7OH3 | 39.99 | 0.00 | 39.99 | 1 | 1.00 |
| AMAZON.COM*X87Z92EE3 | 39.99 | 0.00 | 39.99 | 1 | 1.00 |
| AMAZON MKTPL*YZ2XQ0P03 | 39.95 | 0.00 | 39.95 | 1 | 1.00 |
| AMAZON MKTPL*DP7OG9ND3 | 39.89 | 0.00 | 39.89 | 1 | 1.00 |
| AMAZON MKTPL*MN2XZ0VR3 | 39.88 | 0.00 | 39.88 | 1 | 1.00 |
| O'REILLY 4839 | 39.77 | 0.00 | 19.89 | 2 | 2.00 |
| AMAZON MKTPL*JI1BB2UL3 | 39.55 | 0.00 | 39.55 | 1 | 1.00 |
| MODERN MARKET 4015 | 39.06 | 0.00 | 39.06 | 1 | 1.00 |
| DUNKIN #352462 Q35 | 38.98 | 0.00 | 38.98 | 1 | 1.00 |
| AMAZON.COM*N40FJ4DB3 | 38.94 | 0.00 | 38.94 | 1 | 1.00 |
| AMAZON MKTPL*KS2US8203 | 38.75 | 0.00 | 38.75 | 1 | 1.00 |
| AMAZON MKTPL*RJ26S99A3 | 38.66 | 0.00 | 38.66 | 1 | 1.00 |
| AMAZON MKTPL*ZE9KE8J03 | 37.99 | 0.00 | 37.99 | 1 | 1.00 |
| AMAZON MKTPL*P794O20J3 | 37.98 | 0.00 | 37.98 | 1 | 1.00 |
| AMAZON MKTPL*IE3KJ63N3 | 37.89 | 0.00 | 37.89 | 1 | 1.00 |
| AMAZON MKTPL*4S6ZK50Y3 | 37.51 | 0.00 | 37.51 | 1 | 1.00 |
| AMAZON MKTPL*IS80O3FC3 | 37.51 | 0.00 | 37.51 | 1 | 1.00 |
| AMAZON MKTPL*W17MF5AS3 | 37.29 | 0.00 | 37.29 | 1 | 1.00 |
| AMAZON MKTPL*IG8SE5OB3 | 36.98 | 0.00 | 36.98 | 1 | 1.00 |
| AMAZON MKTPL*HN6IQ3DO3 | 36.05 | 0.00 | 36.05 | 1 | 1.00 |
| SQSP* DOMAIN#217942338 | 36.00 | 0.00 | 36.00 | 1 | 1.00 |
| AMAZON MKTPL*HW5BM6EB3 | 35.99 | 0.00 | 35.99 | 1 | 1.00 |
| AMAZON MKTPL*9311I9BV3 | 35.98 | 0.00 | 35.98 | 1 | 1.00 |
| AMAZON MKTPL*4R9Z37J43 | 35.62 | 0.00 | 35.62 | 1 | 1.00 |
| UPS*1Z72F0440396368288 | 35.31 | 0.00 | 35.31 | 1 | 1.00 |
| AMAZON MKTPL*9J9JA1NY3 | 35.16 | 0.00 | 35.16 | 1 | 1.00 |
| CO SECRETARY STATE FEE | 35.00 | 0.00 | 8.75 | 4 | 4.00 |
| KING SOOPERS #0027 | 34.99 | 0.00 | 34.99 | 1 | 1.00 |
| AMAZON MKTPL*489GH8IG3 | 34.96 | 0.00 | 34.96 | 1 | 1.00 |
| COLLEGE TRANSCRIPT | 34.95 | 0.00 | 34.95 | 1 | 1.00 |
| AMAZON MKTPL*3P1400RF3 | 34.93 | 0.00 | 34.93 | 1 | 1.00 |
| SQ *ABSOLUTE GRAPHICS, | 34.90 | 0.00 | 34.90 | 1 | 1.00 |
| AMAZON MKTPL*VT0BO96B3 | 34.88 | 0.00 | 34.88 | 1 | 1.00 |
| REMARKABLE OPS LLC | 34.58 | 0.00 | 17.29 | 2 | 2.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| AMAZON MKTPL*ZX9S49X13 | 34.30 | 0.00 | 34.30 | 1 | 1.00 |
| AMAZON MKTPL*4G3O65FA3 | 33.98 | 0.00 | 33.98 | 1 | 1.00 |
| AMAZON MKTPL*DS5ID9UQ3 | 33.95 | 0.00 | 33.95 | 1 | 1.00 |
| USPS.COM POSTAL STORE | 33.20 | 0.00 | 33.20 | 1 | 1.00 |
| MURDOCHS IN PARKER | 32.99 | 0.00 | 32.99 | 1 | 1.00 |
| AMAZON MKTPL*9Z2A84253 | 32.83 | 0.00 | 32.83 | 1 | 1.00 |
| AMAZON MKTPL*1U7KY4CD3 | 32.63 | 0.00 | 32.63 | 1 | 1.00 |
| AMAZON.COM*ML1R62NZ3 | 32.51 | 0.00 | 32.51 | 1 | 1.00 |
| AMAZON MKTPL*UF63Y7S83 | 32.35 | 0.00 | 32.35 | 1 | 1.00 |
| AMAZON MKTPL*RI1HT0J63 | 31.89 | 0.00 | 31.89 | 1 | 1.00 |
| MAVERIK #794 | 31.39 | 0.00 | 31.39 | 1 | 1.00 |
| AMAZON MKTPL*HH24Y2ZI3 | 31.32 | 0.00 | 31.32 | 1 | 1.00 |
| LOWES #00311* | 31.10 | 0.00 | 15.55 | 2 | 2.00 |
| RESTAURANT DEPOT | 30.81 | 0.00 | 30.81 | 1 | 1.00 |
| PAYPAL *DEBA PAYMNT | 30.00 | 0.00 | 30.00 | 1 | 1.00 |
| AMAZON MKTPL*858O55XJ3 | 29.97 | 0.00 | 29.97 | 1 | 1.00 |
| AMAZON MKTPL*TB4IX65A3 | 29.97 | 0.00 | 29.97 | 1 | 1.00 |
| CANVA* I04772-51573413 | 29.69 | 0.00 | 29.69 | 1 | 1.00 |
| WALMART.COM | 29.10 | 0.00 | 29.10 | 1 | 1.00 |
| FEDEX35279936 | 29.09 | 0.00 | 29.09 | 1 | 1.00 |
| AMAZON MKTPL*3607T4BO3 | 29.08 | 0.00 | 29.08 | 1 | 1.00 |
| AMAZON.COM*951YR9CK3 | 28.99 | 0.00 | 28.99 | 1 | 1.00 |
| KING SOOPERS #0075 | 28.77 | 0.00 | 28.77 | 1 | 1.00 |
| AMAZON.COM*P09XW5NX3 | 28.39 | 0.00 | 28.39 | 1 | 1.00 |
| USPS PO 0781180318 | 28.28 | 0.00 | 28.28 | 1 | 1.00 |
| AMAZON MKTPL*V07L17F13 | 28.00 | 0.00 | 28.00 | 1 | 1.00 |
| POTESTIO BROTHERS- PAR | 27.97 | 0.00 | 27.97 | 1 | 1.00 |
| CO MOTOR VEHICLE SERVI | 27.57 | 0.00 | 13.79 | 2 | 2.00 |
| AMAZON MKTPL*7V0BD9LN3 | 27.50 | 0.00 | 27.50 | 1 | 1.00 |
| AMAZON MKTPL*GP4BP90O3 | 27.50 | 0.00 | 27.50 | 1 | 1.00 |
| AMAZON MKTPL*QJ2OT0TW3 | 27.49 | 0.00 | 27.49 | 1 | 1.00 |
| AMAZON MKTPL*1Z87T7K93 | 27.17 | 0.00 | 27.17 | 1 | 1.00 |
| EASYKEYS.COM | 27.07 | 0.00 | 27.07 | 1 | 1.00 |
| AMAZON.COM*DH9XL0PB3 | 27.02 | 0.00 | 27.02 | 1 | 1.00 |
| AMAZON MKTPL*6A7I30003 | 26.99 | 0.00 | 26.99 | 1 | 1.00 |
| AMAZON MKTPL*KW8YQ8DX3 | 26.99 | 0.00 | 26.99 | 1 | 1.00 |
| IN *ROCK HOUSE ENTERPR | 26.95 | 0.00 | 26.95 | 1 | 1.00 |
| AMAZON MKTPL*PD0CO1133 | 26.90 | 0.00 | 26.90 | 1 | 1.00 |
| AMAZON MKTPL*PO11X75A3 | 26.69 | 0.00 | 26.69 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| AMAZON MKTPL*HX8KP8IJ3 | 26.59 | 0.00 | 26.59 | 1 | 1.00 |
| AMAZON MKTPL*SG12T8D63 | 26.39 | 0.00 | 26.39 | 1 | 1.00 |
| LOAF N JUG 0011 | 26.20 | 0.00 | 26.20 | 1 | 1.00 |
| AMAZON MKTPL*O69T04NS3 | 26.18 | 0.00 | 26.18 | 1 | 1.00 |
| SQ *DC DEPUTY SHERIFF' | 25.95 | 0.00 | 25.95 | 1 | 1.00 |
| IN *LANGUAGERS INC. | 25.94 | 0.00 | 25.94 | 1 | 1.00 |
| AMAZON MKTPL*560WX0ZG3 | 25.79 | 0.00 | 25.79 | 1 | 1.00 |
| AMAZON MKTPL*7R7IO73Z3 | 25.64 | 0.00 | 25.64 | 1 | 1.00 |
| TXT180COM | 24.95 | 0.00 | 24.95 | 1 | 1.00 |
| AMAZON MKTPL*F076J0A43 | 24.86 | 0.00 | 24.86 | 1 | 1.00 |
| AMAZON MKTPL*SS8HL5C43 | 24.69 | 0.00 | 24.69 | 1 | 1.00 |
| TST* URBAN EGG - TEJON | 24.29 | 0.00 | 24.29 | 1 | 1.00 |
| AMAZON MKTPL*RU4EN0VO3 | 24.19 | 0.00 | 24.19 | 1 | 1.00 |
| FEDEX35613507 | 24.16 | 0.00 | 24.16 | 1 | 1.00 |
| AMAZON MKTPL*CY0D49JM3 | 23.98 | 0.00 | 23.98 | 1 | 1.00 |
| AMAZON MKTPL*K19DT9953 | 23.88 | 0.00 | 23.88 | 1 | 1.00 |
| AMAZON.COM*5R87O1QR3 | 23.61 | 0.00 | 23.61 | 1 | 1.00 |
| ASE E-COMMERCE | 23.00 | 0.00 | 23.00 | 1 | 1.00 |
| QOSMOS | 23.00 | 0.00 | 23.00 | 1 | 1.00 |
| AMAZON MKTPL*H97K566J3 | 22.80 | 0.00 | 22.80 | 1 | 1.00 |
| AMAZON MKTPL*8T2J99HW3 | 22.39 | 0.00 | 22.39 | 1 | 1.00 |
| AMAZON.COM*QP0VE9AJ3 | 22.32 | 0.00 | 22.32 | 1 | 1.00 |
| INDEPENDENCE PLAZA | 22.00 | 0.00 | 22.00 | 1 | 1.00 |
| THE UPS STORE 2141 | 22.00 | 0.00 | 22.00 | 1 | 1.00 |
| AMAZON MKTPL*DK9IH3RK3 | 21.96 | 0.00 | 21.96 | 1 | 1.00 |
| TACO BELL 036110 | 21.94 | 0.00 | 21.94 | 1 | 1.00 |
| AMAZON MKTPL*BI0V32KD3 | 21.50 | 0.00 | 21.50 | 1 | 1.00 |
| AMAZON MKTPL*V444U5EK3 | 21.49 | 0.00 | 21.49 | 1 | 1.00 |
| KELLY S CREPERIE | 21.31 | 0.00 | 21.31 | 1 | 1.00 |
| AMAZON MKTPL*8Z9OW6EO3 | 21.19 | 0.00 | 21.19 | 1 | 1.00 |
| LOVE'S #0649 INSIDE | 20.74 | 0.00 | 20.74 | 1 | 1.00 |
| POTBELLY #467 | 20.41 | 0.00 | 20.41 | 1 | 1.00 |
| AMAZON.COM*V85P25K83 | 20.31 | 0.00 | 20.31 | 1 | 1.00 |
| CLAUDE.AI SUBSCRIPTION | 20.00 | 0.00 | 20.00 | 1 | 1.00 |
| LOVE'S #0357 OUTSIDE | 20.00 | 0.00 | 20.00 | 1 | 1.00 |
| AMAZON MKTPL*J42NA64Y3 | 19.99 | 0.00 | 19.99 | 1 | 1.00 |
| DENVER GAZETTE | 19.98 | 0.00 | 9.99 | 2 | 2.00 |
| AMAZON.COM*R687K7K13 | 19.97 | 0.00 | 19.97 | 1 | 1.00 |
| AMAZON MKTPL*J69TF0H43 | 19.33 | 0.00 | 19.33 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| GULF OIL 92063543 | 19.19 | 0.00 | 19.19 | 1 | 1.00 |
| CIRCLE K # 44062 | 19.02 | 0.00 | 19.02 | 1 | 1.00 |
| PODSERVE.FM | 19.00 | 0.00 | 19.00 | 1 | 1.00 |
| AMAZON MKTPL*CF2GO6313 | 18.99 | 0.00 | 18.99 | 1 | 1.00 |
| AMAZON MKTPL*JF1PG8OI3 | 18.99 | 0.00 | 18.99 | 1 | 1.00 |
| AMAZON MKTPL*3X7PK96Y3 | 18.98 | 0.00 | 18.98 | 1 | 1.00 |
| AMAZON MKTPL*8Q2ZR59U3 | 18.98 | 0.00 | 18.98 | 1 | 1.00 |
| MCDONALD'S F13570 | 18.72 | 0.00 | 18.72 | 1 | 1.00 |
| AMAZON.COM*RT2WN0WH3 | 18.66 | 0.00 | 18.66 | 1 | 1.00 |
| AMAZON.COM*2P6BT39Z3 | 18.04 | 0.00 | 18.04 | 1 | 1.00 |
| AMAZON MKTPL*9S9X36L03 | 17.99 | 0.00 | 17.99 | 1 | 1.00 |
| FEDEX34967913 | 17.70 | 0.00 | 17.70 | 1 | 1.00 |
| STARLINK | 17.34 | 0.00 | 17.34 | 1 | 1.00 |
| AMAZON.COM*BO8BS1GJ0 | 16.99 | 0.00 | 16.99 | 1 | 1.00 |
| AMAZON MKTPL*ZU5P78VT3 | 16.34 | 0.00 | 16.34 | 1 | 1.00 |
| AMAZON MKTPL*R12OW6TT3 | 15.79 | 0.00 | 15.79 | 1 | 1.00 |
| CASTLE PINES WINWTR WR | 15.34 | 0.00 | 15.34 | 1 | 1.00 |
| COLORADOSU-F55E15129T1 | 15.00 | 0.00 | 15.00 | 1 | 1.00 |
| CANVA* I04753-53130187 | 14.99 | 0.00 | 14.99 | 1 | 1.00 |
| PHILLIPS 66 - SEI 3823 | 14.80 | 0.00 | 14.80 | 1 | 1.00 |
| AMAZON MKTPL*1X6C974C3 | 14.42 | 0.00 | 14.42 | 1 | 1.00 |
| AMAZON MKTPL*SR58G11B3 | 14.39 | 0.00 | 14.39 | 1 | 1.00 |
| AMAZON MKTPL*3Y62R7SP3 | 14.24 | 0.00 | 14.24 | 1 | 1.00 |
| T J MAXX #1458 | 14.07 | 0.00 | 14.07 | 1 | 1.00 |
| CO.GOV.SUB-WF | 14.01 | 0.00 | 14.01 | 1 | 1.00 |
| AUTOZONE #0834 | 13.99 | 0.00 | 13.99 | 1 | 1.00 |
| AMAZON MKTPL*NO7AQ72K3 | 12.99 | 0.00 | 12.99 | 1 | 1.00 |
| AMAZON MKTPL*KY6O753V3 | 12.82 | 0.00 | 12.82 | 1 | 1.00 |
| AMAZON MKTPL*BI6I534Z3 | 12.76 | 0.00 | 12.76 | 1 | 1.00 |
| AMAZON MKTPL*N93HK0273 | 12.57 | 0.00 | 12.57 | 1 | 1.00 |
| FMCSA D&A CLEARINGHOUS | 12.50 | 0.00 | 12.50 | 1 | 1.00 |
| AMAZON MKTPL*BR8UV69S3 | 12.36 | 0.00 | 12.36 | 1 | 1.00 |
| SQSP* DOMAIN#216732023 | 12.00 | 0.00 | 12.00 | 1 | 1.00 |
| SQSP* DOMAIN#217389754 | 12.00 | 0.00 | 12.00 | 1 | 1.00 |
| LYFT *1 RIDE 01-12 | 11.99 | 0.00 | 11.99 | 1 | 1.00 |
| LYFT *RIDE MON 11AM | 11.87 | 0.00 | 11.87 | 1 | 1.00 |
| AMAZON MKTPL*3Y6P89UA3 | 11.75 | 0.00 | 11.75 | 1 | 1.00 |
| UPS*29GE7JPEBSE | 11.65 | 0.00 | 11.65 | 1 | 1.00 |
| SAFEWAY #1548 | 10.99 | 0.00 | 10.99 | 1 | 1.00 |

| Merchant Name | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|
| LYFT *RIDE TUE 7AM | 10.97 | 0.00 | 10.97 | 1 | 1.00 |
| AMAZON.COM*FF95Y0ME3 | 10.65 | 0.00 | 10.65 | 1 | 1.00 |
| AMAZON.COM*6F6VC6W73 | 10.27 | 0.00 | 10.27 | 1 | 1.00 |
| 1200 LINCOLN PARKING | 10.00 | 0.00 | 10.00 | 1 | 1.00 |
| CANVA* I04751-36604091 | 10.00 | 0.00 | 10.00 | 1 | 1.00 |
| AMAZON MKTPL*BA8R01O01 | 9.99 | 0.00 | 9.99 | 1 | 1.00 |
| PMC - PAID PARKING | 9.50 | 0.00 | 9.50 | 1 | 1.00 |
| AMAZON MKTPL*R25MI9OT3 | 9.49 | 0.00 | 9.49 | 1 | 1.00 |
| FEDEX35279432 | 9.36 | 0.00 | 9.36 | 1 | 1.00 |
| SHELL OIL10008229014 | 9.22 | 0.00 | 9.22 | 1 | 1.00 |
| PUBLIC WORKS-PRKG METR | 9.00 | 0.00 | 3.00 | 3 | 3.00 |
| AMAZON MKTPL*BW1KV4FW3 | 8.54 | 0.00 | 8.54 | 1 | 1.00 |
| AMAZON MKTPL*090ZB6HP3 | 7.98 | 0.00 | 7.98 | 1 | 1.00 |
| AMAZON.COM*3532N1DQ3 | 7.98 | 0.00 | 7.98 | 1 | 1.00 |
| AMAZON MKTPL*5X5JX3093 | 7.89 | 0.00 | 7.89 | 1 | 1.00 |
| AMAZON MKTPL*M73OR9863 | 7.88 | 0.00 | 7.88 | 1 | 1.00 |
| SAFEWAY #1480 | 7.38 | 0.00 | 7.38 | 1 | 1.00 |
| LN*COOKCLERKCOURTSONLI | 6.92 | 0.00 | 6.92 | 1 | 1.00 |
| HUDSON-DUNKIN ST1515 | 6.91 | 0.00 | 6.91 | 1 | 1.00 |
| THE HOME DEPOT #1516 | 6.88 | 0.00 | 6.88 | 1 | 1.00 |
| CIRCLE K 08829 | 6.64 | 0.00 | 6.64 | 1 | 1.00 |
| PRIMO BRANDS/WATERSERV | 6.49 | 0.00 | 6.49 | 1 | 1.00 |
| CO DEPT OF PUBLIC SAFE | 5.88 | 0.00 | 5.88 | 1 | 1.00 |
| AMAZON MKTPL*853V82B63 | 5.69 | 0.00 | 5.69 | 1 | 1.00 |
| FEDEX35121089 | 5.56 | 0.00 | 5.56 | 1 | 1.00 |
| GOOGLE CLOUD VCD9L8 | 5.25 | 0.00 | 5.25 | 1 | 1.00 |
| CCSI EFAX | 5.00 | 0.00 | 5.00 | 1 | 1.00 |
| FAADRONEZONE | 5.00 | 0.00 | 5.00 | 1 | 1.00 |
| AMAZON MKTPL*5G3RF1WE3 | 3.99 | 0.00 | 3.99 | 1 | 1.00 |
| REMARKABLE | 3.23 | 0.00 | 3.23 | 1 | 1.00 |
| SMUGMUG SOURCE | 3.00 | 0.00 | 3.00 | 1 | 1.00 |
| LYFT *CANCEL FEE | 2.00 | 0.00 | 2.00 | 1 | 1.00 |
| APPLE.COM/BILL | 0.99 | 0.00 | 0.99 | 1 | 1.00 |
| ROCKY MTN RANGER ASSOC | 0.00 | 0.01 | 0.00 | 2 | 2.00 |
| ZAZZLE INC | (6.08) | 0.00 | (6.08) | 1 | 1.00 |
| CRICUT | (7.77) | 0.00 | (7.77) | 1 | 1.00 |
| AUDIBLE | (16.16) | 0.00 | (16.16) | 1 | 1.00 |
| COMFORT INNS | (35.96) | 0.00 | (17.98) | 2 | 2.00 |
| ALLEGION ACCESS TECHNO | (40.40) | 0.00 | (40.40) | 1 | 1.00 |

| Merchant Name | | Amount | Amount % Of Total | Average Amount | Count | Count % Of Total |
|---|---|---|---|---|---|---|
| EVOLVE FORENSICS | | (200.00) | 0.02 | (200.00) | 1 | 1.00 |
| GOPRO.COM | | (363.64) | 0.04 | (363.64) | 1 | 1.00 |
| AMAZON MKTPLACE PMTS | | (478.11) | 0.05 | (79.69) | 6 | 6.00 |
| | **Total** | **873,205.64** | **100.00** | **553.74** | **1,578** | **1,578.00** |

# Account Statement (Version 2)

Run Date: 02/02/2026

Report Id: sd11080

Posting Date: 01/01/2026 - 01/31/2026

DOUGLAS COUNTY GOVT

CAROLYN RIGGS

100 THIRD STREET

CASTLE ROCK, CO 80104-2425 USA

| Account Name | Transaction Count | Transaction Amount |
|---|---|---|
| ABBY R FITHIAN | 6 | 1,841.18 |
| ABRAHAM J LAYDON | 2 | 249.04 |
| ADIANA S ALDRIDGE | 6 | 1,163.72 |
| ALYSSA M DE JESUS | 5 | 1,115.00 |
| AMY J FORTNER | 49 | 86,600.04 |
| AMY J FORTNER 1 | 54 | 46,541.16 |
| AMY J STROUTHOPOULOS | 1 | 511.82 |
| AMY T WILLIAMS | 3 | 200.84 |
| ANDREA FARROW | 2 | 51.71 |
| ANDREW C STEERS | 3 | 740.30 |
| ANGELA K WHITE | 22 | 11,674.53 |
| ANGELA M BYLIN | 12 | 3,012.97 |
| ANNE L WALTON | 6 | 807.33 |
| ANNE WEEKLY | 6 | 960.38 |
| ANTHONY R WOLF | 24 | 4,933.19 |
| ANTONIN JURKA | 3 | 911.44 |
| ASHLEY CHAMBERLAIN | 2 | 29.01 |
| ASHLEY L SCOLLARD | 3 | 90.97 |
| ATILIO D QUINTANILLA | 2 | 810.31 |
| AUGUST K STEFFEN | 6 | 1,370.26 |
| BOBBY L LECOMPTE | 4 | 687.12 |

| Account Name | Transaction Count | Transaction Amount |
|---|---|---|
| BRADEN H DAVIS | 2 | 199.86 |
| BRADLEY D MARQUARDT | 2 | 244.53 |
| BRADLEY M PROULX | 1 | 897.99 |
| BRANDON LENDERINK | 2 | 505.00 |
| BRENDA M HERRERA | 4 | 996.16 |
| BRETT HUGHES | 2 | 63.79 |
| BRIAN D FRANKLIN | 2 | 9,514.65 |
| BRIAN E MCKNIGHT | 1 | 26.95 |
| BRIAN K PHILLIPS | 2 | 833.02 |
| BRITTANY E CASSELL | 2 | 119.81 |
| BRYNN TURNBAUGH | 3 | 96.13 |
| CALEB J WEYDERT | 1 | 39.98 |
| CARMEN ZAMBRANA | 2 | 86.48 |
| CAROLINE FRIZELL | 6 | 2,848.05 |
| CAROLYN K VOLKERT | 1 | 579.00 |
| CASSIDY BROWN | 5 | 693.77 |
| CELESTE M DEAL | 6 | 4,366.69 |
| CHARLES W BUCKNER | 6 | 260.72 |
| CHASE EVERLY | 4 | 1,481.17 |
| CHRIS D MAES | 1 | 50.00 |
| CHRISTIE GUTHRIE | 3 | 3,380.80 |
| CHRISTINA K TAYLOR | 8 | 927.74 |
| CHRISTINE M LYLE | 10 | 532.92 |
| CHRISTOPHER K PRATT | 1 | 30.00 |
| CLAY A GYSIN | 4 | 4,350.45 |
| CODIE L WINSLOW | 4 | 1,183.39 |
| CRAIG KRONHART | 2 | 26,822.75 |
| CURTIS L MARSHALL | 2 | 1,188.59 |
| CYNTHIA L ROBIDEAU | 2 | 936.05 |
| DA23 ATTORNEYS OFFICE | 9 | 4,192.33 |
| DALLAS DOBBS | 7 | 1,357.95 |
| DANIEL L BRITE | 1 | 135.00 |
| DANIEL W AVERY | 1 | 650.00 |
| DARCY H KOFOL | 1 | 10.00 |
| DARCY WILSON | 38 | 17,227.61 |
| DARREN M WEEKLY | 6 | 115.20 |
| DAVID E KNAUB | 4 | 6,117.70 |
| DAVID M GILL | 1 | 120.00 |

| Account Name | Transaction Count | Transaction Amount |
|---|---|---|
| DEAN L GRAFFT | 7 | 2,700.00 |
| DEANNE M STEVENSON | 7 | 1,307.79 |
| DEBORAH A TAKAHARA | 13 | 1,842.78 |
| DECLAN C LAWSON | 17 | 2,803.51 |
| DJ BOETTCHER | 2 | 2,758.85 |
| DONALD A WAGNER | 20 | 3,023.20 |
| DOUGLAS COUNTY GOVT | 0 | 0.00 |
| DUSTIN B DOBBS | 7 | 1,590.29 |
| EDGAR BONILLA | 1 | 1.88 |
| ELIJAH KNECHT | 2 | 1,123.69 |
| EMILY A CORDES | 1 | 38.98 |
| EMILY D RILEY | 1 | (316.97) |
| EMILY J WRENN | 1 | 144.00 |
| ERIC E MILLER | 1 | 186.00 |
| FELICE A ENTRATTER | 1 | 263.00 |
| FIDEL A LEON | 1 | (612.15) |
| GARRETT BROWN | 1 | 26.40 |
| GEORGE BRAUCHLER | 2 | 5.00 |
| GEORGE P TEAL | 1 | 48.00 |
| GERARDO N RAMIREZ | 8 | 9,789.56 |
| GREGORY K MATTHEWS | 5 | 1,114.94 |
| GREGORY L LILLMARS | 2 | 1,933.17 |
| HAYLEY C HALL | 8 | 3,036.48 |
| HELENA M LUNA-LEONARD | 1 | 43.20 |
| HOLLY RYAN | 3 | 781.39 |
| IAN M AUSTIN | 1 | 559.90 |
| J MARK LONGACHER | 1 | 5.25 |
| JACK W TWITE JR | 2 | 428.00 |
| JACOB I LANDERS | 1 | 460.00 |
| JAMES STILTNER | 1 | 806.31 |
| JANEE PETERSEN | 1 | 350.00 |
| JANET L PETERSON | 7 | 243.88 |
| JANETTE TELLER | 8 | 2,055.64 |
| JARED JIRO TANAKA | 1 | 90.75 |
| JASON B TRUJILLO | 1 | 50.39 |
| JASON D KENNEDY | 5 | 221.20 |
| JASON HAWKINS | 9 | 8,463.82 |
| JASON J PETALAS | 4 | 4,747.42 |

| Account Name | Transaction Count | Transaction Amount |
|---|---|---|
| JASON M WALKER | 87 | 74,873.59 |
| JASON ZILLMAN | 14 | 9,722.31 |
| JAY C WILLIAMS | 1 | 72.75 |
| JAYSON C EVANS | 1 | 573.12 |
| JEFFERY A GARCIA | 3 | 351.92 |
| JEFFREY D ULRICH | 1 | 3.23 |
| JEFFREY J DEHART | 7 | 6,196.69 |
| JEFFREY P BUDD | 5 | 363.54 |
| JEFFREY PELLE | 1 | 144.00 |
| JENNIFER B STRINGER | 1 | (528.38) |
| JENNIFER R OSORIO | 1 | 1,045.50 |
| JENNIFER WARD | 6 | 579.31 |
| JEREMIAH J PETERSON | 17 | 9,865.36 |
| JEREMY L WAGNER | 5 | 395.03 |
| JESSE W LOVEGROVE | 21 | 6,890.96 |
| JESSICA SVOBODA | 2 | 518.53 |
| JOEL A ESTABROOK | 7 | 4,700.70 |
| JOEL T FOREMAN | 4 | 1,565.68 |
| JOEY D PASTORIUS | 12 | 1,416.89 |
| JOHN DAUM | 6 | 1,104.31 |
| JOHN J KADLEC | 1 | 125.00 |
| JOHN MCCASKILL | 1 | 25.00 |
| JONATHAN D FULLER | 2 | 225.17 |
| JOSH LEWIS | 1 | 399.00 |
| JULIE A WARE | 14 | 1,353.18 |
| JUSTIN R PUCKETT | 3 | 305.41 |
| K TROY DUNNING | 8 | 17,406.77 |
| K TROY DUNNING | 1 | (46.97) |
| K TROY DUNNING 2 | 12 | 9,830.11 |
| KARISSA K SANDERS | 6 | 1,151.14 |
| KATHARINE R KLABON | 2 | 54.98 |
| KATRINA L GAINES | 30 | 1,067.53 |
| KEEGAN Q DOHENEY | 5 | 299.77 |
| KEENAN G SNELL | 5 | 1,307.92 |
| KELLEY M DZIEDZIC | 7 | 434.84 |
| KELLY CALDWELL | 4 | 1,862.36 |
| KENNETH R GALLUP | 6 | 997.24 |
| KEVIN VAN WINKLE | 9 | 1,183.21 |

| Account Name | Transaction Count | Transaction Amount |
|---|---|---|
| KEVIN W BOND | 13 | 5,826.68 |
| KIRK INDERBITZEN | 8 | 1,679.92 |
| KRISTIN M RANDLETT | 2 | 268.90 |
| KRISTINA L MANN | 3 | 1,226.90 |
| KYLE KOWALSKI | 7 | 2,992.90 |
| LARA J MOONEY | 2 | 469.90 |
| LARRY D HECK | 3 | 168.68 |
| LASIE L ZION | 11 | 5,178.90 |
| LAURA E CIANCONE | 2 | 71.40 |
| LAURA H SKIRDE | 5 | 254.39 |
| LAURA LARSON | 2 | 3,177.70 |
| LAUREN D STOCKTON | 8 | 1,822.27 |
| LEANDRA MONTOYA | 2 | 200.00 |
| LEETA J MCCLARD | 8 | 3,186.68 |
| LEONARD K HERSTEIN | 1 | 19.02 |
| LEWIS A FONTANA | 8 | 975.79 |
| LINDSAY A WILLIAMS | 10 | 5,060.55 |
| LINDSEY A GROSS | 2 | 471.32 |
| LINNANE M CARRASCO | 21 | 4,339.36 |
| LOGAN R VAWTER | 1 | 74.97 |
| LORA L BRONNER | 3 | 1,240.72 |
| LUCAS A DECHANT | 17 | 2,777.71 |
| LUKE T THORNTON | 1 | 415.00 |
| LYNNE A WILSON | 3 | 64.48 |
| MAKENZIE BOYER | 7 | 2,061.49 |
| MALISA A GOUDY | 2 | 7,154.89 |
| MARIELA DONAHUE | 1 | 25.00 |
| MARK E ECKHARDT | 4 | 461.59 |
| MATTHEW DZIUBANSKI | 2 | 3,828.60 |
| MATTHEW S DUFRESNE | 1 | 75.00 |
| MATTTHEW A OVERMAN | 1 | 26.20 |
| MELINDA SPAULDING | 5 | 1,716.69 |
| MELISSA A BLOODWORTH | 2 | 1,800.00 |
| MICHAEL D ALEXANDER | 3 | 904.00 |
| MICHAEL DOYLE | 1 | 49.00 |
| MICHAEL R ADAM | 1 | 721.24 |
| MICHAEL R NICHOLAS | 8 | 1,264.70 |
| MICHAEL T ADAMS | 1 | 55.77 |

| Account Name | Transaction Count | Transaction Amount |
|---|---|---|
| MICHAEL T MCINTOSH | 1 | 130.00 |
| MICHELE A KENNEDY | 1 | 104.20 |
| MICHELLE L MANNES | 8 | 12,280.55 |
| MICHELLE R DOSSEY | 1 | 12.99 |
| MILES MCCLURE | 3 | 497.70 |
| MISTY R ARMIJO | 15 | 4,922.39 |
| MONICA DINCLER | 4 | 1,435.95 |
| NICK V GIAUQUE | 3 | 2,235.00 |
| NICOLE L ADAMS | 1 | 197.70 |
| NICOLE L WATSON | 1 | 62.12 |
| NICOLE M DEINDOERFER | 22 | 132.00 |
| PARIS PERAZZO | 5 | 564.22 |
| PATRICK J COLLINS | 2 | 16,314.57 |
| PAULA K BOLEJACK | 3 | 3,898.49 |
| PENELOPE D GERDES | 4 | 218.67 |
| PHILIP S DOMENICO | 2 | 166.38 |
| RACHEL M HALES | 7 | 875.33 |
| RAEANN L BROWN | 3 | 2,620.88 |
| RANA RASTEH | 1 | 744.48 |
| RAND M CLARK | 2 | 129.50 |
| REBECCA MACPHERSON | 45 | 24,631.17 |
| RICHARD E ROMERO | 1 | 85.00 |
| RICHARD J SMYTH | 4 | 592.53 |
| RICHARD M HARBOUR | 15 | 4,381.55 |
| RICHARD S GUNGLER | 3 | (15.96) |
| ROBERT A HOUGH | 7 | 1,879.36 |
| ROBERT C CURRY III | 1 | 900.00 |
| ROBERT D BAILIN | 22 | 24,209.72 |
| ROBERT GAYFIELD | 2 | 1,044.57 |
| ROBERT W ROBLES-LYNN | 1 | 277.14 |
| RONALD L HANAVAN | 1 | 900.00 |
| RUBY A RICHARDS | 1 | 22.00 |
| RUSSELL D DEROCHE | 2 | 93.70 |
| RYAN FALKNER | 2 | 105.06 |
| RYAN L YEGGY | 31 | 11,247.31 |
| SAMANTHA R HUTCHISON | 16 | 7,385.07 |
| SAN J CASTILLO-JONES | 10 | 4,469.76 |
| SARAH A BROCK | 5 | 1,321.16 |

| Account Name | Transaction Count | Transaction Amount |
|---|---|---|
| SCOTT A MATSON | 1 | 8,145.30 |
| SEAN HICKEY | 1 | 165.00 |
| SETH A ALDRIDGE | 3 | 487.35 |
| SHANE CLARK | 1 | 197.28 |
| SHANE FAULK | 5 | 1,449.67 |
| SHARON L HINES | 25 | 9,681.13 |
| SHAWNA F POTTER | 25 | 15,658.86 |
| SHELLY L ANDREAS | 2 | 590.17 |
| SHERYL A DAVIS | 2 | 41.31 |
| SHONDA L YOWELL | 2 | 336.00 |
| SKYLER SICARD | 6 | 1,492.81 |
| SONIA M STERANKO | 6 | 9,548.76 |
| SPENCER D HALES | 11 | 101.45 |
| STANLEY D DRINNON | 1 | 353.20 |
| STEPHANIE N RUSCIANO | 1 | 6.92 |
| STEVEN DODRILL | 2 | 750.00 |
| STEVEN M FLEMING | 1 | 9.49 |
| STEVEN S PATTERSON | 1 | 33.48 |
| STEVEN W DAVIS | 3 | 133.94 |
| SUSAN L QUINN | 2 | 187.38 |
| SUSAN N WOODRUFF | 39 | 41,332.88 |
| SUSAN N WOODRUFF2 | 9 | 26,701.17 |
| SUSANNAH J MITCHELL | 3 | 982.96 |
| TANNER J BUETTNER | 1 | 99.91 |
| TAYLOR B APPLEHANS | 2 | 218.00 |
| TAYLOR L WEST | 2 | 507.35 |
| TERESA Z KUTT | 1 | 255.50 |
| TEREZA LEWIS | 2 | 1,094.00 |
| THANE HOFFMAN | 3 | 2,950.00 |
| THANE HOFFMAN 2 | 2 | 36,022.48 |
| THOMAS KENNY | 6 | 10,385.98 |
| THOMAS R MUSTIN | 2 | 28.99 |
| TIFFANY M MCCAULEY | 3 | 955.49 |
| TIFFANY MARSITTO | 5 | 1,194.94 |
| TIFFANY R ZICKUS | 1 | 14.74 |
| TIMOTHY D HALLMARK | 6 | 1,322.24 |
| TIMOTHY G PENDLETON | 2 | 3,910.89 |
| TIMOTHY VAN NOORDT | 4 | 654.78 |

| Account Name | Transaction Count | Transaction Amount |
|---|---|---|
| TODD R KRANIG | 25 | 11,664.75 |
| TOMMY J HANSON | 5 | 1,845.65 |
| TORI THELEN | 2 | 105.87 |
| TRACE J WARRICK | 1 | 14.80 |
| TRENT A DUDECK | 1 | 23.00 |
| TROY D BAHR | 3 | 251.01 |
| TROY L CROSWHITE | 14 | 2,370.51 |
| TROY U MEISSNER | 4 | 4,300.25 |
| TYLER D WARD | 1 | 2,000.00 |
| TYLER J HUNTSMAN | 13 | 1,460.23 |
| VALERIE M BREWSTER | 1 | 165.00 |
| WALTER G SCHMIDT | 7 | 9,845.92 |
| WILLIAM STIENS | 4 | 152.03 |
| ZACHARY J BURNS | 6 | 330.23 |
| ZACHARY L ROMBERGER | 1 | 10.00 |
| ZACHARY VINCENT | 1 | 18.94 |
| ZOE A LAIRD | 1 | 28.28 |
| **Report Totals** | **1,578** | **873,205.64** |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Christie Guthrie, Director of Finance

**DESCRIPTION:** Approval of Vouchers February 24, 2026

**SUMMARY:** The attached printout lists vouchers and electronic funds transfers requiring Board approval.

| | | |
|---|---|---|
| Vouchers | $ | 4,081,241.66 |
| Electronic Funds Transfers | $ | |
| Handwritten Checks | $ | 709,090.31 |
| Purchasing Card Charges | $ | |
| Election Judges | $ | |
| **TOTAL:** | **$** | **4,790,331.97** |

All vouchers, electronic fund transfers, and election judge payments have been approved and signed by a department authorized signer or an elected official. The department authorized signer or an elected official acknowledges the item or service is within the approved budgetary spending authority (Colorado Revised Statutes Title 29, Article 1) and is pursuant to Douglas County policies.

**RECOMMENDED ACTION:** Approval.

**REVIEW:**

| | | |
|---|---|---|
| Christie Guthrie | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/17/2026 |
| Doug DeBord | Approve | 2/17/2026 |

**ATTACHMENTS:**

02.24.26 BOCC

VOUCHERS



| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113572 | 02/25/26 | 4 RIVERS EQUIPMENT LLC | 1892036 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 145.26 | FLEET PARTS |
| | | | 1890283 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 806.36 | FLEET PARTS |
| | | | | | | | | **Total Payment** | **951.62** | |
| 113573 | 02/25/26 | ACORN PETROLEUM INC | 33831IN | 100 | 19910 | FLEET MAINTENANCE | 436150 | Fleet Tanks Fuel | 18,361.95 | FUEL FOR PARKER |
| | | | 34379IN | 100 | 19910 | FLEET MAINTENANCE | 436150 | Fleet Tanks Fuel | 16,861.27 | FUEL FOR CASTLE ROCK |
| | | | | | | | | **Total Payment** | **35,223.22** | |
| 113574 | 02/25/26 | ADVANCED PROPERTY MAINTENANCE | 42617 | 250 | 53500 | OPEN SPACE | 444700 | Other Repair & Maint. Service | 4,395.00 | WASTE BAGS - MULTI LOCATIONS |
| 113575 | 02/25/26 | ALLHEALTH NETWORK | 2534 | 296 | 861582 | ARPA - CARE COMPACT | 443600 | Other Professional/Partner Svs | 6,374.21 | JAN 2026 DOUGLAS COUNTY MENTAL HEALTH INITIATIVE |
| 113576 | 02/25/26 | ANDERSON, STEVEN M | 020326-020526 | 200 | 31550 | WEED CONTROL | 445200 | Metro Area Meeting Expense | 164.67 | MILEAGE REIMBURSEMENT |
| 113577 | 02/25/26 | ARAPAHOE/DOUGLAS WORKS WORKFORCE CENTER | 1800008978TANF | 210 | 44400 | TANF BLOCK GRANT | 443600 | Other Professional Services | 8,105.30 | DEC 2025 YOUTH EMPLOYMENT |
| | | | 1800008978BCA | 210 | 44400 | TANF BLOCK GRANT | 443600 | Other Professional Services | 5,744.03 | DEC 2025 TANF CASE MANAGEMENT |
| | | | | | | | | **Total Payment** | **13,849.33** | |
| 113578 | 02/25/26 | ARGIS SOLUTIONS INC | 2275 | 100 | 18900 | SOFTWARE MAINTENANCE | 443600 | Other Professional Services | 5,734.00 | GIS PLATFORM MAINTENANCE |
| 113579 | 02/25/26 | ASA PROCESS SERVICE | JAN2026APS | 210 | 44150 | ADULT PROTECTION | 443650 | Process Services | 825.00 | PROCESS SERVICES |
| 113580 | 02/25/26 | AURORA MENTAL HEALTH & RECOVERY | 10018 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 3,450.00 | JAN 2026 INTERPRETING SERVICES |
| 113581 | 02/25/26 | AXIOM HUMAN RESOURCE SOLUTIONS | QB0022801 | 210 | 44100 | ADMINISTRATION BLOCK GRANT | 433210 | Computer Supplies | 85.00 | JAN 2026 USER FEE |
| 113582 | 02/25/26 | BEACON COMMUNICATIONS LLC | 42483 | 100 | 18100 | IT ADMINISTRATION | 444700 | Other Repair & Maint. Service | 400.80 | SERVICE CALL |
| | | | 42398 | 100 | 18100 | IT ADMINISTRATION | 444700 | Other Repair & Maint. Service | 185.00 | HEARING ROOM SUPPORT |
| | | | | | | | | **Total Payment** | **585.80** | |
| 113583 | 02/25/26 | BLACK HILLS ENERGY | 2054737143/021026 | 100 | 55200 | FAIRGROUND OPERATIONS | 450220 | Gas | 9,488.67 | 500 FAIRGROUNDS DR |
| 113584 | 02/25/26 | BRANNAN AGGREGATES | CI2025003APP9RTNG | 200 | 800100 | CONTRACTED MAJOR ROAD MAINT | 211810 | Retainage Payable | 669,638.77 | 2025 ASPHALT OVERLAY PROGRAM |
| 113585 | 02/25/26 | BRIDGEVIEW IT INC | 21214/013126 | 100 | 18900 | SOFTWARE MAINTENANCE | 432100 | Contract Work/Temporary Agency | 1,947.00 | IT SUPPORT |
| | | | 21214 | 100 | 18100 | IT ADMINISTRATION | 432100 | Contract Work/Temporary Agency | 7,434.00 | IT SUPPORT |
| | | | 21213 | 100 | 18100 | IT ADMINISTRATION | 432100 | Contract Work/Temporary Agency | 7,840.00 | IT SUPPORT |
| | | | 21215 | 100 | 18100 | IT ADMINISTRATION | 432100 | Contract Work/Temporary Agency | 8,493.25 | IT SUPPORT |
| | | | | | | | | **Total Payment** | **25,714.25** | |
| 113586 | 02/25/26 | CENTER COPY BOULDER, INC. | 72326 | 223 | 862311 | DA23 - Fed VOCA Vic Witns (641 | 440100 | Printing/Copying/Reports | 723.82 | BROCHURES |
| | | | 72285 | 223 | 28001 | DA 23RD - DISTRICT MO ALLOC | 440100 | Printing/Copying/Reports | 206.85 | BUSINESS CARDS |
| | | | 72286 | 220 | 22100 | PATROL-LEA | 440100 | Printing/Copying/Reports | 378.00 | BUSINESS CARDS |
| | | | 72332 | 100 | 23200 | EVIDENCE | 433400 | Operating Supplies | 45.00 | STAMP |
| | | | | | | | | **Total Payment** | **1,353.67** | |
| 113587 | 02/25/26 | CHATO'S CONCRETE LLC | CI2025001APP7RTNG | 200 | 800100 | CONTRACTED MAJOR ROAD MAINT | 211810 | Retainage Payable | 207,045.69 | 2025 SIDEWALK REPAIR PROGRAM |
| 113588 | 02/25/26 | CHURCH OF THE ROCK | 13126CC | 296 | 861582 | ARPA - CARE COMPACT | 443600 | Other Professional/Partner Svs | 3,695.75 | JAN 2026 SERVICES |
| 113589 | 02/25/26 | CLEAN DESIGNS | 86289IN | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 438800 | C.A.-Other Equipment | 814.13 | LINT SCREEN |
| 113590 | 02/25/26 | COLORADO COMMUNITY MEDIA | LEBYSZWH0005 | 210 | 44500 | CHILD WELFARE | 440200 | Newspaper Notices/Advertising | 67.54 | LEGAL NOTICE |
| | | | 2026CI11049 | 100 | 30300 | STORMWATER MANAGEMENT | 440200 | Newspaper Notices/Advertising | 1,324.98 | JAN 2026 STORMWATER ADS |
| | | | | | | | | **Total Payment** | **1,392.52** | |
| 113591 | 02/25/26 | COMMUNICATION INFRASTRUCTURE GROUP | 26046 | 230 | 800156 | HILLTOP RD (REATA-SINGING HILL | 443600 | Other Professional Services | 1,421.98 | HILLTOP RD PUBLIC INFORMATION SERVICES |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113592 | 02/25/26 | COMPASSCOM SOFTWARE CORPORATION | 6890 | 200 | 31400 | MAINTENANCE OF CONDITION | 442400 | Telephone/Comm.*AVL | 619.50 | MONTHLY SATELLITE SUBSCRIPTION |
| 113593 | 02/25/26 | COMPUTRONIX (USA) INC | 7738 | 100 | 800900 | TECHNOLOGY FUND | 443600 | Other Professional Services | 3,807.00 | POSSE SUSTAIN |
| | | | 7737 | 100 | 800900 | TECHNOLOGY FUND | 443600 | Other Professional Services | 8,413.00 | DEC 2025 POSSE MOBILE UPGRADE |
| | | | | | | | | **Total Payment** | **12,220.00** | |
| 113594 | 02/25/26 | CORDANT HEALTH SOLUTIONS | FS2560013126 | 100 | 19700 | COMMUNITY JUSTICE SERVICES | 443115 | Drug Testing | 171.03 | TESTING FEES |
| 113595 | 02/25/26 | CORE ELECTRIC COOPERATIVE | 95567070/021026 | 200 | 31400 | MAINTENANCE OF CONDITION | 450210 | Electric | 133.62 | LARKSPUR YARD |
| 113596 | 02/25/26 | DENVER REGIONAL COUNCIL OF GOVERNMENTS | 27520 | 100 | 81200 | OTHER REGIONAL BOARDS | 466200 | DRCOG-Participation Fees | 61,600.00 | MEMBER CONTRIBUTION |
| 113597 | 02/25/26 | DEVELOPMENTAL PATHWAYS INC | 16 | 296 | 861582 | ARPA - CARE COMPACT | 443600 | Other Professional/Partner Svs | 3,636.21 | JAN 2026 CASE MANAGEMENT |
| 113598 | 02/25/26 | DLH ARCHITECTURE LLC | 25083 | 330 | 870083 | VETERAN SVS RELOCATION REMODEL | 472100 | Construction | 1,175.00 | DESIGN SERVICES - VETERANS SERVICES |
| | | | 250910 | 330 | 870080 | SEDALIA PW FACILITY | 472100 | Construction | 23,934.00 | DESIGN SERVICES - SEDALIA FACILITY |
| | | | 242111 | 330 | 870076 | HEROES HALL - FAIRGROUNDS | 472200 | Design/Soft Costs | 32,000.00 | DESIGN SERVICES - HEROES HALL |
| | | | 25284 | 330 | 870082 | ELECTIONS REMODEL EXPANSION | 472100 | Construction | 2,500.00 | DESIGN SERVICES - ELECTIONS |
| | | | 25108 | 240 | 870055 | EVOC FACILITY | 472100 | Construction | 39,072.00 | DESIGN SERVICES - EMERGENCY VEHICLE OPERATIONS CENTER |
| | | | | | | | | **Total Payment** | **98,681.00** | |
| 113599 | 02/25/26 | DONAHUE, MARIELA | 012726 | 217 | 861457 | IMMUNIZATION & VACCINATN CHILD | 445300 | Travel Expense | 5.80 | MILEAGE REIMBURSEMENT |
| 113600 | 02/25/26 | DOUGLAS COUNTY DEPUTY SHERIFF'S ASSOCIATION | 12859 | 210 | 44100 | ADMINISTRATION BLOCK GRANT | 443350 | Security Services | 8,160.00 | JAN 2026 DHS SECURITY |
| 113601 | 02/25/26 | DRC CONSTRUCTION SERVICES | 260108 | 200 | 800506 | STORMWATER PRIORITY PROJECTS | 443600 | Other Professional Services | 4,623.66 | VIDEO INSPECTIONS |
| 113602 | 02/25/26 | EMERGENCY SYSTEMS COMPLIANCE SERVICES | 14930 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 444400 | Service Contracts | 17,474.45 | 2026 ANNUAL GENERATOR MAINTENANCE - JUSTICE CENTER |
| | | | 14931 | 100 | 19100 | FACILITIES ADMINISTRATION | 444400 | Service Contracts | 31,949.90 | 2026 ANNUAL GENERATOR MAINTENANCE |
| | | | | | | | | **Total Payment** | **49,424.35** | |
| 113603 | 02/25/26 | EMR ENTERPRISES LLC | 2403602 | 200 | 800506 | STORMWATER PRIORITY PROJECTS | 478200 | Major Maint. of Assets | 2,675.00 | TREE REMOVAL |
| 113604 | 02/25/26 | EMSL ANALYTICAL INC | 22134773 | 100 | 19100 | FACILITIES ADMINISTRATION | 444700 | Other Repair & Maint. Service | 360.00 | AIR ANALYSIS |
| | | | 22134835 | 100 | 19100 | FACILITIES ADMINISTRATION | 444700 | Other Repair & Maint. Service | 492.00 | AIR ANALYSIS |
| | | | | | | | | **Total Payment** | **852.00** | |
| 113605 | 02/25/26 | ESKER SOFTWARE INC | 460324264 | 100 | 18900 | SOFTWARE MAINTENANCE | 444500 | Software/Hardware Supp./Maint. | 766.74 | FAX SERVICES |
| 113606 | 02/25/26 | FORSGREN ASSOCIATES INC | 19509 | 100 | 890020 | WATER INITIATIVES | 443600 | Other Professional Services | 19,148.00 | 2050 DOUGLAS COUNTY WATER PLAN |
| 113607 | 02/25/26 | FORVIS MAZARS LLP | 2790996 | 100 | 802012 | AUDIT SERVICES | 443150 | Acctg & Financial Services | 40,000.00 | CONSULTING SERVICES |
| 113608 | 02/25/26 | GALLS LLC | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 461.04 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 461.04 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 495.24 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 463.37 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 461.04 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21400 | COURT SERVICES | 433500 | Clothing & Uniforms | 137.98 | PANTS |
| | | | 1001751958/013126 | 100 | 21450 | TRANSPORTS | 433500 | Clothing & Uniforms | 174.02 | SHIRTS |
| | | | 1001751958/013126 | 100 | 21500 | DETENTION | 433500 | Clothing & Uniforms | 637.11 | UNIFORM |
| | | | 1001751958/013126 | 100 | 21500 | DETENTION | 433500 | Clothing & Uniforms | 102.54 | PANTS |
| | | | 1001751958/013126 | 100 | 21500 | DETENTION | 433500 | Clothing & Uniforms | 459.39 | SHIRTS |
| | | | 1001751958/013126 | 100 | 21500 | DETENTION | 433500 | Clothing & Uniforms | 167.56 | SHIRTS |
| | | | 1001751958/013126 | 100 | 21500 | DETENTION | 433500 | Clothing & Uniforms | 147.04 | PANTS & NAME TAPE |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | 1001751958/013126 | 100 | 21500 | DETENTION | 433500 | Clothing & Uniforms | 102.54 | PANTS |
| | | | 1001751958/013126 | 100 | 21500 | DETENTION | 433500 | Clothing & Uniforms | 1,925.52 | UNIFORMS & EQUIPMENT |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 1,978.99 | UNIFORMS & LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 159.50 | SHIRTS |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | (415.52) | BALLISTIC PLATE RETURN |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 102.54 | PANTS |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 62.59 | NAME TAGS |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 193.96 | PANTS & SHIRTS |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 2,210.25 | BALLISTIC VEST |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 27.18 | NAME STRIP |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 102.54 | PANTS |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 1,101.60 | GLOVES |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 385.00 | BALLISTIC PLATE |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 248.82 | GLOVES |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 137.98 | PANTS |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 137.98 | PANTS |
| | | | 1001751958/013126 | 100 | 22100 | PATROL-LEA | 433500 | Clothing & Uniforms | 2,125.69 | BALLISTIC VEST |
| | | | 1001751958/013126 | 100 | 22400 | COMMUNITY RESOURCES | 433500 | Clothing & Uniforms | 137.98 | PANTS |
| | | | 1001751958/013126 | 100 | 23150 | MAJOR CRIMES SECTION | 433500 | Clothing & Uniforms | 196.95 | PANTS & SHIRTS |
| | | | 1001751958/013126 | 100 | 23150 | MAJOR CRIMES SECTION | 433500 | Clothing & Uniforms | 144.00 | JACKET |
| | | | 1001751958/013126 | 100 | 23150 | MAJOR CRIMES SECTION | 433500 | Clothing & Uniforms | 202.93 | PANTS & SHIRTS |
| | | | 1001751958/013126 | 100 | 23150 | MAJOR CRIMES SECTION | 433500 | Clothing & Uniforms | 227.06 | BADGES |
| | | | 1001751958/013126 | 100 | 23200 | EVIDENCE | 433500 | Clothing & Uniforms | 279.00 | SHIRTS |
| | | | 1001751958/013126 | 100 | 27200 | DCSD MIDDLE SCHOOL SRO PROGRAM | 433500 | Clothing & Uniforms | 196.95 | PANTS & SHIRTS |
| | | | 1001751958/013126 | 100 | 27200 | DCSD MIDDLE SCHOOL SRO PROGRAM | 433500 | Clothing & Uniforms | 102.54 | PANTS |
| | | | 1001751958/013126 | 100 | 27476 | SRO-PLATTE RIVER ACADEMY | 433500 | Clothing & Uniforms | 137.98 | PANTS |
| | | | 1001751958/013126 | 100 | 27476 | SRO-PLATTE RIVER ACADEMY | 433500 | Clothing & Uniforms | 350.34 | PANTS & SHIRTS |
| | | | 1001751958/013126 | 100 | 800540 | K-9 UNIT | 433500 | Clothing & Uniforms | 241.50 | EVC CARRIER |
| | | | 1001751958/013126 | 100 | 861611 | COMMUNITY RESPONSE TEAM- LEA | 433500 | Clothing & Uniforms | 391.75 | PANTS & SHIRTS |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 488.67 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 467.07 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 499.47 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 461.04 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 461.04 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21120 | ACADEMY TRAINING | 433500 | Clothing & Uniforms | 487.36 | LEATHER GEAR |
| | | | 1001751958/013126 | 100 | 21115 | SHERIFF TRAINING | 433500 | Clothing & Uniforms | 219.92 | PANTS & SHIRTS |
| | | | | | | | | **Total Payment** | **20,448.08** | |
| 113609 | 02/25/26 | GOVCONNECTION INC | 77178437 | 240 | 33210 | RA CHRISTENSEN JUSTICE CENTER | 474500 | Computer Equipment | 6,624.20 | LAPTOPS |
| 113610 | 02/25/26 | HDR ENGINEERING INC | 1200796033 | 230 | 800998 | US HWY 85 IMPROVEMENTS | 467400 | State-CDOT | 12,513.90 | DESIGN SERVICES - US 85 |
| | | | 1200796143 | 200 | 800435 | PINE DRIVE IMPROVEMENTS | 443600 | Other Professional Services | 2,011.25 | DESIGN SERVICES - PINE DR/PINE LN |
| | | | 1200796144 | 200 | 800302 | US85 CORRIDOR IMPROVEMENTS | 467400 | State-CDOT | 6,403.50 | DESIGN SERVICES - RON KING TR |
| | | | | | | | | **Total Payment** | **20,928.65** | |
| 113611 | 02/25/26 | HIRERIGHT LLC | G4280680 | 100 | 17100 | HR ADMIN | 447900 | Recruitment Costs | 1,669.97 | BACKGROUND SCREENING |
| 113612 | 02/25/26 | IDEAL FENCING CORPORATION LLC | CI2025002APP4RTNG | 200 | 800100 | CONTRACTED MAJOR ROAD MAINT | 211810 | Retainage Payable | (271.88) | GUARDRAIL REPAIR PROJECT |
| | | | CI2025002APP4 | 200 | 800100 | CONTRACTED MAJOR ROAD MAINT | 478200 | Major Maint. of Assets | 5,437.50 | GUARDRAIL REPAIR PROJECT |
| | | | | | | | | **Total Payment** | **5,165.62** | |
| 113613 | 02/25/26 | INCEED LLC | 736678 | 100 | 800900 | TECHNOLOGY FUND | 443600 | Other Professional Services | 24,016.00 | TEMPORARY POSITION - IT |
| | | | 736679 | 100 | 800900 | TECHNOLOGY FUND | 432100 | Contract Work/Temporary Agency | 12,880.00 | TEMPORARY POSITION - IT |
| | | | | | | | | **Total Payment** | **36,896.00** | |
| 113614 | 02/25/26 | INDIGOLD CONSULTING LLC | 1836 | 100 | 17200 | HR EMPLOYEE AND ORG DEVLP | 446550 | Leadership Academy | 2,800.00 | LEADERSHIP ACADEMY |
| 113615 | 02/25/26 | INSIGHT PUBLIC SECTOR INC | 1101351352 | 100 | 18900 | SOFTWARE MAINTENANCE | 444550 | Software/Hardware Subscription | 1,526,461.35 | ANNUAL RENEWAL MICROSOFT ENTERPRISE |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113616 | 02/25/26 | JUST APPRAISED INC | 13515 | 100 | 800900 | TECHNOLOGY FUND | 443600 | Other Professional Services | 55,000.00 | APPRAISAL SYSTEM IMPLEMENTATION |
| 113617 | 02/25/26 | KILIAN, MATTHEW | 010526-012326 | 100 | 19250 | YOUTH SERVICES PROGRAM MGMT | 445300 | Travel Expense | 103.97 | MILEAGE REIMBURSEMENT |
| 113618 | 02/25/26 | KIMLEY-HORN & ASSOCIATES INC | 677600100126 | 230 | 800267 | WATERTON ROAD | 473100 | Roads, St., Drainage-Eng. | 14,307.50 | ZEBULON ENGINEERING SERVICES |
| 113619 | 02/25/26 | LEADSONLINE LLC | 422959 | 100 | 23150 | MAJOR CRIMES SECTION | 444550 | Software/Hardware Subscription | 23,908.00 | 2026 POWERPLUS INVESTIGATION SYSTEM RENEWAL |
| 113620 | 02/25/26 | LEXISNEXIS RISK SOLUTIONS | 1300236018 | 100 | 21350 | TECHNOLOGY SECTION | 444550 | Software/Hardware Subscription | 178.27 | TRAX SUBSCRIPTION |
| 113621 | 02/25/26 | MAES, KIRA | 010926-012826 | 210 | 44500 | CHILD WELFARE | 445300 | Travel Expense | 207.21 | MILEAGE REIMBURSEMENT |
| 113622 | 02/25/26 | MCLAUGHLIN COUNSELING | FLEX60 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 1,200.00 | COUNSELING SERVICES |
| 113623 | 02/25/26 | MTM RECOGNITION | 6271567 | 100 | 17100 | HR ADMIN | 447700 | Recognition Programs | 1,209.80 | EMPLOYEE RECOGNITION AWARDS |
| 113624 | 02/25/26 | NEW GMCO LLC | CD202607206 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 5,310.00 | LIQUID DEICER |
| | | | CD202607411 | 200 | 31500 | SNOW AND ICE REMOVAL | 448400 | Salt & Other Ice Removal | 79,713.72 | LIQUID DEICER |
| | | | | | | | | **Total Payment** | **85,023.72** | |
| 113625 | 02/25/26 | OPTIV SECURITY INC | OAINV134976 | 100 | 18475 | CYBER SECURITY | 444500 | Software/Hardware Supp./Maint. | 14,828.90 | CYBERSECURITY ASSESSMENT |
| 113626 | 02/25/26 | PINERY WATER DISTRICT | 2112026 | 200 | 31400 | MAINTENANCE OF CONDITION | 448600 | Bulk Water | 1,106.03 | BULK WATER ROAD MAINTENANCE |
| 113627 | 02/25/26 | PROCTOR, KELSEY | 010726-013026 | 210 | 44500 | CHILD WELFARE | 445300 | Travel Expense | 238.89 | MILEAGE REIMBURSEMENT |
| 113628 | 02/25/26 | SANDOVAL ELEVATOR COMPANY LLC | 13307 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 444400 | Service Contracts | 1,783.00 | ELEVATOR PREVENTATIVE MAINTENANCE |
| 113629 | 02/25/26 | SCHNEIDER GEOSPATIAL LLC | I009584 | 100 | 18900 | SOFTWARE MAINTENANCE | 444550 | Software/Hardware Subscription | 56,863.80 | 2026 RENEWAL ASSESSOR SOFTWARE |
| 113630 | 02/25/26 | SCOLLARD, ASHLEY L | 011326-012726 | 217 | 861057 | TPEP - TOBACCO PREV & ED PROG | 445300 | Travel Expense | 40.47 | MILEAGE REIMBURSEMENT |
| 113631 | 02/25/26 | SECURITY CENTRAL INC | 1021376 | 330 | 33550 | FAIRGROUND LAND and FACILITIES | 438800 | C.A.-Other Equipment | 3,537.75 | FIRE ALARM INSTALLATION |
| 113632 | 02/25/26 | SEDALIA LANDFILL | 13780E313 | 200 | 31400 | MAINTENANCE OF CONDITION | 450240 | Waste Disposal Services | 889.19 | CONSTRUCTION DEBRIS DISPOSAL |
| 113633 | 02/25/26 | SEIBOLD, ABIGAYLE | 010226-012626 | 210 | 44550 | CHILD WELFARE ADDTL ALLOCATION | 445300 | Travel Expense | 276.73 | MILEAGE REIMBURSEMENT |
| 113634 | 02/25/26 | SEMPERA | DCO013126BC | 100 | 800900 | TECHNOLOGY FUND | 432100 | Contract Work/Temporary Agency | 8,344.00 | NEXTGEN SUPPORT |
| | | | DCO013126RF | 100 | 18100 | IT ADMINISTRATION | 432100 | Contract Work/Temporary Agency | 10,640.00 | IT SUPPORT |
| | | | | | | | | **Total Payment** | **18,984.00** | |
| 113635 | 02/25/26 | SENERGY PETROLEUM LLC | 415387527 | 100 | 19910 | FLEET MAINTENANCE | 436100 | Oil & Lubrication | 501.00 | DIESEL EXHAUST FLUID FOR PARKER |
| | | | 415387528 | 100 | 19910 | FLEET MAINTENANCE | 436100 | Oil & Lubrication | 437.75 | DIESEL EXHAUST FLUID FOR CASTLE ROCK |
| | | | | | | | | **Total Payment** | **938.75** | |
| 113636 | 02/25/26 | SHILOH HOUSE | 52001501225DOUG/2 | 210 | 44175 | JUVENILE JUSTICE SVCS/1451 | 443600 | Other Professional Services | 4,568.76 | DEC 2025 BED GUARANTEE |
| | | | 52001501225DOUG | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 36,876.42 | DEC 2025 BED GUARANTEE |
| | | | | | | | | **Total Payment** | **41,445.18** | |
| 113637 | 02/25/26 | SHUMS CODA ASSOCIATES | 20072 | 100 | 24100 | BUILDING DEVELOPMENT SERVICES | 447280 | New Elevator Installations | 850.00 | ELEVATOR PLAN REVIEW |
| 113638 | 02/25/26 | SOURCE OFFICE & TECHNOLOGY | 50036370 | 250 | 807011 | SANDSTONE RANCH | 433200 | Office Supplies | 244.16 | OFFICE SUPPLIES |
| 113639 | 02/25/26 | SOURCES INC | 50700 | 200 | 31400 | MAINTENANCE OF CONDITION | 443600 | Other Professional Services | 122.00 | EMBROIDERY |
| | | | 50700 | 200 | 31400 | MAINTENANCE OF CONDITION | 433500 | Clothing & Uniforms | 288.00 | NEW EMPLOYEES TOTES |
| | | | | | | | | **Total Payment** | **410.00** | |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113640 | 02/25/26 | SPRADLIN PRINTING INC | 24334 | 100 | 11600 | PUBLIC AFFAIRS | 440100 | Printing/Copying/Reports | 83.00 | BUSINESS CARDS |
| | | | 24336 | 100 | 11600 | PUBLIC AFFAIRS | 440100 | Printing/Copying/Reports | 405.00 | HOW-TO STICKERS |
| | | | | | | | | **Total Payment** | **488.00** | |
| 113641 | 02/25/26 | TAILOR STUDIO | 13870 | 100 | 21150 | PROFESSIONAL STANDARDS | 433500 | Clothing & Uniforms | 184.00 | UNIFORM ALTERATIONS |
| 113642 | 02/25/26 | THE RESOURCEFUL EDUCATOR LLC | 1040 | 217 | 861625 | EARLY CHILDHOOD COUNCIL ARP | 443600 | Other Professional Services | 2,750.00 | EARLY CHILDHOOD COUNCIL CONTRACTOR |
| | | | 1039 | 217 | 861619 | TSQI CSQI GAE FUNDING | 443600 | Other Professional Services | 4,150.00 | EARLY CHILDHOOD COUNCIL CONTRACTOR |
| | | | | | | | | **Total Payment** | **6,900.00** | |
| 113643 | 02/25/26 | TRANSWEST TRUCK TRAILER RV | 25721/013126 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 12,801.75 | FLEET REPAIRS |
| 113644 | 02/25/26 | TRINITY SERVICES GROUP INC | 3011500223 | 100 | 21500 | DETENTION | 447150 | Inmate Meals | 15,471.78 | INMATE MEALS |
| 113645 | 02/25/26 | TURNBAUGH, BRYNN | 021126-021326 | 217 | 46100 | DC HEALTH DEPT ADMIN | 445300 | Travel Expense | 166.08 | MILEAGE REIMBURSEMENT |
| 113646 | 02/25/26 | TYLER TECHNOLOGIES INC | CI10000251939 | 100 | 18900 | SOFTWARE MAINTENANCE | 444500 | Software/Hardware Supp./Maint. | 21,581.22 | ANNUAL SOFTWARE SUPPORT RENEWAL |
| 113647 | 02/25/26 | UNIFIRST CORPORATION | 2260225832 | 100 | 19910 | FLEET MAINTENANCE | 433500 | Clothing & Uniforms | 213.50 | UNIFORM SERVICE |
| | | | 2260225969 | 100 | 19910 | FLEET MAINTENANCE | 433500 | Clothing & Uniforms | 73.71 | UNIFORM SERVICE |
| | | | | | | | | **Total Payment** | **287.21** | |
| 113648 | 02/25/26 | VANDERBILT UNIVERSITY MEDICAL CENTER | VDCC5674818 | 100 | 18900 | SOFTWARE MAINTENANCE | 444550 | Software/Hardware Subscription | 124.30 | REDCAP PROJECT FEES |
| 113649 | 02/25/26 | VILLALOBOS CONCRETE INC | CI2025007APP2 | 235 | 801519 | WATERTON RD IMPROVEMENTS | 473200 | Road-St Drainage Construction | 538,938.75 | WATERTON RD/EAGLE RIVER ROUNDABOUT PROJECT |
| | | | CI2025007APP2RTNG | 230 | 801519 | WATERTON RD IMPROVEMENTS | 211810 | Retainage Payable | (26,946.94) | WATERTON RD/EAGLE RIVER ROUNDABOUT PROJECT |
| | | | | | | | | **Total Payment** | **511,991.81** | |
| 113650 | 02/25/26 | WEAR PARTS & EQUIPMENT COMPANY INC | 71811/2 | 200 | 31400 | MAINTENANCE OF CONDITION | 436200 | Equip. & Motor Vehicle Parts | 18,105.96 | (42) SNOW PLOW BLADES |
| 113651 | 02/25/26 | WESTERN PAPER DISTRIBUTORS | 5379008 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 433900 | Janitorial Supplies | 1,402.01 | JANITORIAL SUPPLIES |
| | | | 5378990 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 433900 | Janitorial Supplies | 30.72 | HEPA FILTERS |
| | | | | | | | | **Total Payment** | **1,432.73** | |
| 113652 | 02/25/26 | WESTPHAL, STEPHANIE | 010526-012726 | 210 | 44550 | CHILD WELFARE ADDTL ALLOCATION | 445300 | Travel Expense | 214.31 | MILEAGE REIMBURSEMENT |
| 113653 | 02/25/26 | WILSON & ASSOCIATES LLC | 113119 | 100 | 11200 | COUNTY ATTORNEY | 443200 | Legal Services | 1,615.45 | DEPOSITION |
| 531804 | 02/24/26 | ADAMS 12 FIVE STAR SCHOOLS | 14002 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 162.27 | TRANSPORTATION COST-SHARE |
| | | | 13967 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 152.35 | TRANSPORTATION COST-SHARE |
| | | | 14054 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 292.70 | TRANSPORTATION COST-SHARE |
| | | | 14042 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 292.07 | TRANSPORTATION COST-SHARE |
| | | | 14014 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 405.15 | TRANSPORTATION COST-SHARE |
| | | | 14027 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 347.46 | TRANSPORTATION COST-SHARE |
| | | | | | | | | **Total Payment** | **1,652.00** | |
| 531805 | 02/24/26 | ADVANTAGE TREATMENT CENTER | B2601000156 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 2,203.79 | COMMUNITY CORRECTIONS |
| 531806 | 02/24/26 | AMERICAN BIOIDENTITY INC | 126152 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 230.00 | JAN 2026 FINGERPRINT SUBMISSION |
| 531807 | 02/24/26 | ARAPAHOE COUNTY SHERIFF'S OFFICE | ACCIV2600947 | 210 | 44500 | CHILD WELFARE | 443650 | Process Services | 7.50 | PROCESS SERVICES |
| | | | ACCIV2600945 | 210 | 44500 | CHILD WELFARE | 443650 | Process Services | 7.50 | PROCESS SERVICES |
| | | | ACCIV2600946 | 210 | 44500 | CHILD WELFARE | 443650 | Process Services | 7.50 | PROCESS SERVICES |
| | | | | | | | | **Total Payment** | **22.50** | |
| 531808 | 02/24/26 | AWARDS WITH MORE | 34931 | 100 | 21150 | PROFESSIONAL STANDARDS | 433420 | Employee Recognition Supplies | 1,248.50 | EMPLOYEE RECOGNITION AWARDS |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 531809 | 02/24/26 | COLORADO COMMUNICATIONS & UTILITY ALLIANCE | 1705 | 100 | 802000 | LEGISLATIVE SERVICES | 446300 | Prof. Membership & Licenses | 5,000.00 | 2026 COMMUNICATION & UTILITY DUES |
| 531810 | 02/24/26 | COLORADO STATE TREASURER | 1317051/012626 | 620 | 19400 | UI/WC/DISABILITY SELF-INS. | 458200 | Unemployment Claims | 14,193.00 | UNEMPLOYMENT CHARGES |
| 531811 | 02/24/26 | CORECIVIC INC | B2601000198 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 403.93 | COMMUNITY CORRECTIONS |
| | | | B2601000140 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 17,980.00 | COMMUNITY CORRECTIONS |
| | | | B2601000197 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 11,359.47 | COMMUNITY CORRECTIONS |
| | | | B2601000207 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 104.24 | COMMUNITY CORRECTIONS |
| | | | | | | | | **Total Payment** | **29,847.64** | |
| 531812 | 02/24/26 | CSST HOLDINGS INC | 854334441 | 100 | 18900 | SOFTWARE MAINTENANCE | 444500 | Software/Hardware Supp./Maint. | 218.25 | COMMUNITY DEVELOPMENT |
| 531813 | 02/24/26 | DENVER INDUSTRIAL SALES & SERVICE COMPANY | 190916 | 200 | 31400 | MAINTENANCE OF CONDITION | 448300 | Asphalt & Asphalt Filler | 26,901.00 | CRACK SEALANT |
| 531814 | 02/24/26 | EVERDRIVEN TECHNOLOGIES LLC | 81797 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 1,912.50 | TRANSPORTATION SERVICES |
| 531815 | 02/24/26 | FRANKTOWN ANIMAL CLINIC | 787493 | 220 | 800540 | K-9 UNIT | 443100 | Medical, Dental & Vet Services | 85.06 | VETERINARY SERVICES |
| | | | 787494 | 220 | 800540 | K-9 UNIT | 443100 | Medical, Dental & Vet Services | 30.73 | VETERINARY SERVICES |
| | | | 787496 | 220 | 800540 | K-9 UNIT | 443100 | Medical, Dental & Vet Services | 92.02 | VETERINARY SERVICES |
| | | | 787502 | 220 | 800540 | K-9 UNIT | 443100 | Medical, Dental & Vet Services | 96.09 | VETERINARY SERVICES |
| | | | 787495 | 220 | 800540 | K-9 UNIT | 443100 | Medical, Dental & Vet Services | 43.69 | VETERINARY SERVICES |
| | | | 787499 | 220 | 800540 | K-9 UNIT | 443100 | Medical, Dental & Vet Services | 96.09 | VETERINARY SERVICES |
| | | | | | | | | **Total Payment** | **443.68** | |
| 531816 | 02/24/26 | GEO REENTRY INC | B2601000102 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 651.50 | COMMUNITY CORRECTIONS |
| | | | B2601000112 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 17,806.40 | COMMUNITY CORRECTIONS |
| | | | B2601000135 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 2,182.09 | COMMUNITY CORRECTIONS |
| | | | | | | | | **Total Payment** | **20,639.99** | |
| 531817 | 02/24/26 | HARWOOD, AAMA I | 020426 | 217 | 46100 | DC HEALTH DEPT ADMIN | 345100 | Vital Record Fees | 25.00 | VITAL RECORDS REFUND |
| 531818 | 02/24/26 | IMAGE360 LITTLETON | ILC24626 | 250 | 53500 | OPEN SPACE | 436500 | Sign Parts & Supplies | 2,532.49 | SIGN PANELS |
| 531819 | 02/24/26 | IMAGEFIRST | 267903603 | 100 | 23100 | CORONER | 443600 | Other Professional Services | 63.73 | LAUNDRY SERVICE |
| 531820 | 02/24/26 | INTERVENTION COMMUNITY CORRECTION SERVICES | B2601000071 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 3,378.72 | COMMUNITY CORRECTIONS |
| 531821 | 02/24/26 | J J KELLER & ASSOCIATES INC | 9110887280 | 100 | 17100 | HR ADMIN | 443600 | Other Professional Services | 1,602.56 | EMPLOYMENT POSTERS |
| 531822 | 02/24/26 | JEFFERSON COUNTY DEPARTMENT OF HUMAN SERVICES | 020326 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 2,652.47 | JAN 2026 HOME STUDY SERVICES |
| 531823 | 02/24/26 | JH MURALS | 012926 | 217 | 861626 | EARLY CHILDHOOD COUNCIL CCDF | 447500 | Other Purchased Services | 3,018.75 | EARLY CHILDHOOD COUNCIL CONTRACTOR |
| 531824 | 02/24/26 | JOHNSON, SHAWNA A | 020426 | 217 | 46100 | DC HEALTH DEPT ADMIN | 345100 | Vital Record Fees | 45.00 | VITAL RECORDS REFUND |
| 531825 | 02/24/26 | K9SENSUS FOUNDATION | 10528 | 220 | 800540 | K-9 UNIT | 446100 | Conference,Seminar, Train Fees | 5,000.00 | DOG TRAINING |
| 531826 | 02/24/26 | LARIMER COUNTY COMMUNITY CORRECTIONS | B2601000117 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 4,495.00 | COMMUNITY CORRECTIONS |
| 531827 | 02/24/26 | MESA COUNTY GOVERNMENT | B2601000075 | 100 | 861061 | Community Corrections Alloc. | 447500 | Other Purchased Services | 2,247.50 | COMMUNITY CORRECTIONS |
| 531828 | 02/24/26 | MILLER, LORENA G | 020326 | 217 | 46100 | DC HEALTH DEPT ADMIN | 345100 | Vital Record Fees | 25.00 | VITAL RECORDS REFUND |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 531829 | 02/24/26 | RAISE THE FUTURE | INV00003 | 210 | 44500 | CHILD WELFARE | 443600 | Other Professional Services | 3,133.92 | FOSTER & ADOPTION SERVICES |
| 531830 | 02/24/26 | RECHT KORNFELD PC | 37186 | 630 | 19450 | LIABILITY AND PROPERTY INS. | 458150 | Insurance Claims-Liability | 980.00 | INSURANCE CLAIM |
| 531831 | 02/24/26 | ROADSAFE TRAFFIC SYSTEMS | RC480262 | 200 | 800100 | CONTRACTED MAJOR ROAD MAINT | 444700 | Other Repair & Maint. Service | 6,520.00 | TRAFFIC SIGNAL RENTAL |
| 531832 | 02/24/26 | ROCKY MOUNTAIN BOTTLED WATER | 1154893 | 223 | 28001 | DA 23RD - DISTRICT MO ALLOC | 433220 | Food & Beverage Supplies | 36.95 | WATER FILTER SYSTEM |
| | | | 1154919 | 223 | 28001 | DA 23RD - DISTRICT MO ALLOC | 433220 | Food & Beverage Supplies | 36.95 | WATER FILTER SYSTEM |
| | | | | | | | | **Total Payment** | **73.90** | |
| 531833 | 02/24/26 | SAVIO HOUSE | JAN2026 | 100 | 861608 | Congressional Directed Spend | 443600 | Other Professional Services | 21,247.89 | THERAPY SERVICES |
| 531834 | 02/24/26 | SCHRAMM, SANDRA A | 1210252 | 223 | 28501 | DA 23RD - STATE MANDATED COSTS | 433990 | Transcriptions-State Mandated | 55.35 | TRANSCRIPTION SERVICES |
| 531835 | 02/24/26 | SHIPLEY, SEAN M | 020526 | 200 | 31400 | MAINTENANCE OF CONDITION | 433500 | Clothing & Uniforms | 300.00 | UNIFORM REIMBURSEMENT |
| 531836 | 02/24/26 | SILVER CROWN LANDSCAPE MATERIALS | 29485 | 200 | 800100 | CONTRACTED MAJOR ROAD MAINT | 473100 | Roads, St., Drainage-Eng. | 1,313.00 | LANDSCAPE MATERIALS |
| | | | 29486 | 200 | 800100 | CONTRACTED MAJOR ROAD MAINT | 473100 | Roads, St., Drainage-Eng. | 1,265.53 | LANDSCAPE MATERIALS |
| | | | | | | | | **Total Payment** | **2,578.53** | |
| 531837 | 02/24/26 | STEADMAN GROUP LLC | DOUGLAS22408 | 770 | 73000 | OPIOID SETTLEMENT FUND ADMIN | 443600 | Other Professional Services | 4,500.00 | MAY 2025 OPIOID CONSULTANTS |
| 531838 | 02/24/26 | STERICYCLE INC | 8013267705 | 217 | 861469 | WIC - ADDITIONAL OPERATING EXP | 443600 | Other Professional Services | 60.00 | OSHA COMPLIANCE SUBSCRIPTION |
| 531839 | 02/24/26 | STOKES, JACINE E | 010926-012926 | 210 | 44550 | CHILD WELFARE ADDTL ALLOCATION | 445300 | Travel Expense | 93.67 | MILEAGE REIMBURSEMENT |
| 531840 | 02/24/26 | T-MOBILE USA INC | L2602070142 | 100 | 21200 | INVESTIGATIONS | 443600 | Other Professional Services | 100.00 | TOWER DUMP |
| 531841 | 02/24/26 | THONN, SUSAN E | 010826 | 217 | 46100 | DC HEALTH DEPT ADMIN | 345100 | Vital Record Fees | 45.00 | VITAL RECORDS REFUND |
| 531842 | 02/24/26 | ULLOMMINNICH, MARLA R | 012026 | 217 | 46100 | DC HEALTH DEPT ADMIN | 345100 | Vital Record Fees | 25.00 | VITAL RECORDS REFUND |
| 531843 | 02/24/26 | WOODMOOR MOUNTAIN HOMEOWNERS ASSOCIATION | 021126 | 100 | 890106 | FOREST TO FAUCETS 3 DENVER WAT | 447500 | Other Purchased Services | 3,342.12 | WILDFIRE MITIGATION PROGRAM |
| 531844 | 02/24/26 | XCEL ENERGY | 5300112347584/020526 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 1,002.49 | 9040 TAMMY LN |
| 531845 | 02/24/26 | YAGEL, JULIE L | 010226 | 217 | 46100 | DC HEALTH DEPT ADMIN | 345100 | Vital Record Fees | 25.00 | VITAL RECORDS REFUND |
| 531846 | 02/24/26 | CASTLEVIEW BAPTIST CHURCH | DV2020210 | 200 | 200 | ROAD AND BRIDGE | 221630 | Escrow Payable | 29,008.75 | ESCROW RELEASE |
| 531847 | 02/24/26 | ADAMS COUNTY GOVERNMENT | 021326 | 210 | 44200 | NON-BLOCK GRANT ASSISTANCE | 382250 | Human Services Refunds | 469.00 | GRANT ASSISTANCE |
| 531848 | 02/24/26 | CASTLE ROCK CHRYSLER DODGE JEEP | 247886/013126 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 1,648.63 | FLEET PARTS |
| 531849 | 02/24/26 | CASTLE ROCK FORD | 247886/013126 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 11,714.63 | FLEET PARTS |
| 531850 | 02/24/26 | E&G TERMINAL INC | 120711/013126 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 575.74 | FLEET PARTS |
| | | | 120711/013126 | 100 | 19910 | FLEET MAINTENANCE | 433400 | Operating Supplies | 4,808.75 | OPERATING SUPPLIES |
| | | | | | | | | **Total Payment** | **5,384.49** | |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 531851 | 02/24/26 | JOHN ELWAY CHEVROLET | 7429/013126 | 100 | 19910 | FLEET MAINTENANCE | 436200 | Equip. & Motor Vehicle Parts | 17,409.80 | FLEET PARTS |
| 531852 | 02/24/26 | NAPA AUTO PARTS | 15572335/013126 | 100 | 19910 | FLEET MAINTENANCE | 433400 | Operating Supplies | 7,193.66 | FLEET PARTS |
| | | | 15572337/013126 | 100 | 19100 | FACILITIES ADMINISTRATION | 436200 | Equip. & Motor Vehicle Parts | 3,756.58 | FLEET PARTS |
| | | | | | | | | **Total Payment** | **10,950.24** | |
| 531853 | 02/24/26 | PARKER WATER & SANITATION DISTRICT | 1022403/020426 | 200 | 31400 | MAINTENANCE OF CONDITION | 448600 | Bulk Water | 120.20 | BULK WATER ROAD MAINTENANCE |
| | | | | | | | | **Grand Total:** | **4,081,241.66** | |

HANDWRITES



| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113538 | 02/13/26 | 1ST RESPONDER HEALTHCARE | 1160 | 100 | 802022 | LAW ENFORCEMENT WORKFORCE RRT | 443100 | Medical, Dental & Vet Services | 7,904.00 | EMPLOYEE WELLNESS |
| 113539 | 02/13/26 | ALLHEALTH NETWORK | 021026 | 770 | 73000 | OPIOID SETTLEMENT FUND ADMIN | 457100 | Interagency Contract Services | 36,408.50 | OPIOID GRANT |
| 113540 | 02/13/26 | ALLIANT INSURANCE SERVICES INC | 3389032 | 630 | 19450 | LIABILITY AND PROPERTY INS. | 443600 | Other Professional Services | 37,500.00 | BROKER FEE |
| | | | 3387472 | 630 | 19450 | LIABILITY AND PROPERTY INS. | 449300 | Liability Insurance | 19,935.90 | LIABILITY INSURANCE |
| | | | 3378170 | 630 | 19450 | LIABILITY AND PROPERTY INS. | 449300 | Liability Insurance | 14,220.00 | LIABILITY INSURANCE |
| | | | 3378155 | 630 | 19450 | LIABILITY AND PROPERTY INS. | 449300 | Liability Insurance | 28,376.10 | LIABILITY INSURANCE |
| | | | 3387363 | 620 | 19400 | UI/WC/DISABILITY SELF-INS. | 449600 | Workers Comp. Premium | 7,429.00 | WORKERS COMPENSATION INSURANCE |
| | | | | | | | | **Total Payment** | **107,461.00** | |
| 113541 | 02/13/26 | ALLIED UNIVERSAL SECURITY SERVICES | 17970828 | 100 | 19100 | FACILITIES ADMINISTRATION | 443350 | Security Services | 13,227.29 | GUARD SERVICES - WILCOX & MILLER BUILDINGS |
| 113542 | 02/13/26 | BLACK HILLS ENERGY | 7843906157/012326 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 4,965.10 | 301 WILCOX ST |
| 113543 | 02/13/26 | CITY OF CASTLE PINES | SHAREBACKJAN2026 | 230 | 82305 | ROAD S/U TAX SHAREBACK-MUNIS | 468650 | Intergovernmental-Castle Pines | 13,761.64 | JAN 2026 AUTO USE TAX SHAREBACK |
| 113544 | 02/13/26 | CITY OF LONE TREE | SHAREBACKJAN2026 | 230 | 82305 | ROAD S/U TAX SHAREBACK-MUNIS | 468600 | Intergovernmental-Lone Tree | 12,166.25 | JAN 2026 ROAD AUTO USE TAX SHAREBACK |
| 113545 | 02/13/26 | DEVELOPMENTAL PATHWAYS INC | JAN2026 | 215 | 45100 | DEVELOPMENTAL DISABILITIES-ADM | 443600 | Other Professional Services | 111,467.19 | MILL LEVY DISTRIBUTION FOR JAN 2026 |
| 113546 | 02/13/26 | DLH ARCHITECTURE LLC | 25283 | 330 | 870082 | ELECTIONS REMODEL EXPANSION | 472100 | Construction | 5,250.00 | DESIGN SERVICES - ELECTIONS |
| | | | 25121 | 100 | 55200 | FAIRGROUND OPERATIONS | 443600 | Other Professional Services | 3,862.50 | DESIGN SERVICES - FAIRGROUNDS |
| | | | | | | | | **Total Payment** | **9,112.50** | |
| 113547 | 02/13/26 | HARDBEAUTY FOUNDATION | 021026 | 770 | 73000 | OPIOID SETTLEMENT FUND ADMIN | 457100 | Interagency Contract Services | 108,935.50 | OPIOID GRANT |
| 113548 | 02/13/26 | PARKER VALLEY HOPE | 021026 | 770 | 73000 | OPIOID SETTLEMENT FUND ADMIN | 457100 | Interagency Contract Services | 32,500.00 | OPIOID GRANT |
| 113549 | 02/13/26 | PINERY WATER DISTRICT | 4565/020526 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 34.14 | BINGHAM LAKE PARK |
| | | | 4309/020526 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 120.23 | BAYOU GULCH IRRIGATION |
| | | | 4309/010726 | 100 | 51100 | PARK MAINTENANCE | 450230 | Water & Sewer | 109.14 | BAYOU GULCH IRRIGATION |
| | | | | | | | | **Total Payment** | **263.51** | |
| 113550 | 02/13/26 | SPECIAL MARKETS INSURANCE CONSULTANTS | 176170 | 630 | 19450 | LIABILITY AND PROPERTY INS. | 449300 | Liability Insurance | 964.50 | 2026 VOLUNTEER INSURANCE |
| 113551 | 02/13/26 | THOMSON REUTERS WEST | 853064206 | 223 | 28001 | DA 23RD - DISTRICT MO ALLOC | 446400 | Books & Subscription | 310.00 | SOFTWARE SUBSCRIPTION |
| 113552 | 02/13/26 | TOWN OF CASTLE ROCK | SHAREBACKJAN2026 | 230 | 82305 | ROAD S/U TAX SHAREBACK-MUNIS | 468100 | Intergovernmental-Castle Rock | 54,421.25 | JAN 2026 ROAD AUTO USE TAX SHAREBACK |
| 113553 | 02/13/26 | TOWN OF PARKER | SHAREBACKJAN2026 | 230 | 82305 | ROAD S/U TAX SHAREBACK-MUNIS | 468400 | Intergovernmental-Parker | 44,171.94 | JAN 2026 ROAD AUTO USE TAX SHAREBACK |
| 113556 | 02/17/26 | BLACK HILLS ENERGY | 3257275256/021026 | 100 | 55200 | FAIRGROUND OPERATIONS | 450220 | Gas | 975.04 | 500 FAIRGROUNDS RD |
| 113557 | 02/17/26 | BLACK HILLS ENERGY | 3652893639/021226 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 88.87 | 104 4TH ST |
| 113558 | 02/17/26 | BLACK HILLS ENERGY | 0459202297/021026 | 100 | 55200 | FAIRGROUND OPERATIONS | 450220 | Gas | 5,054.74 | 500 FAIRGROUNDS RD |
| 113559 | 02/17/26 | BLACK HILLS ENERGY | 8021071449/021026 | 100 | 55200 | FAIRGROUND OPERATIONS | 450220 | Gas | 2,293.43 | 500 FAIRGROUNDS RD |
| 113560 | 02/17/26 | BLACK HILLS ENERGY | 7233076932/021226 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 2,093.17 | 100 THIRD STREET |

| Payment Number | Payment Date | Vendor Name | Invoice Number | Fund | Business Unit | Business Unit Description | Object Acct | Account Description | Amount | Remark |
|---|---|---|---|---|---|---|---|---|---|---|
| 113561 | 02/17/26 | BLACK HILLS ENERGY | 9989042724/021226 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 1,493.95 | 301 WILCOX ST |
| 113562 | 02/17/26 | BLACK HILLS ENERGY | 9773152288/021226 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 1,347.53 | 125 STEPHANIE PL |
| 113563 | 02/17/26 | BLACK HILLS ENERGY | 4504228038/021026 | 100 | 55250 | COUNTY FAIR | 450220 | Gas | 672.15 | 301 S LEWIS ST |
| 113564 | 02/17/26 | BLACK HILLS ENERGY | 2915708002/021026 | 100 | 55200 | FAIRGROUND OPERATIONS | 450220 | Gas | 650.49 | 500 FAIRGROUNDS RD |
| 113565 | 02/17/26 | BLACK HILLS ENERGY | 2468115937/021026 | 100 | 55200 | FAIRGROUND OPERATIONS | 450220 | Gas | 593.98 | 410 FAIRGROUNDS RD |
| 113566 | 02/17/26 | BLACK HILLS ENERGY | 3099396829/021226 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 385.77 | 410 WILCOX ST |
| 113567 | 02/17/26 | TOWN OF LARKSPUR | SHAREBACKDEC2025 | 230 | 82305 | ROAD S/U TAX SHAREBACK-MUNIS | 468300 | Intergovernmental-Larkspur | 951.48 | DEC 2025 ROAD SALES TAX SHAREBACK |
| 113569 | 02/17/26 | SISK, CHARLES WILLIAM | 022526 | 100 | 11100 | OFFICE OF THE BOARD | 446450 | Conference Hosting Expenses | 2,500.00 | KEYNOTE SPEAKER |
| 531764 | 02/12/26 | DOUGLAS COUNTY SCHOOL DISTRICT | 021026 | 770 | 73000 | OPIOID SETTLEMENT FUND ADMIN | 457100 | Interagency Contract Services | 62,000.00 | OPIOID GRANT |
| 531765 | 02/12/26 | THE ASPEN EFFECT | 021026 | 770 | 73000 | OPIOID SETTLEMENT FUND ADMIN | 457100 | Interagency Contract Services | 50,000.00 | OPIOID GRANT |
| 531766 | 02/12/26 | XCEL ENERGY | 5300112347562/020526 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 361.87 | 9040 TAMMY LN |
| 531767 | 02/12/26 | XCEL ENERGY | 5300111764383/020526 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 1,847.65 | 9040 TAMMY LN |
| 531768 | 02/12/26 | XCEL ENERGY | 5300112347404/020526 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 3,729.30 | 9040 TAMMY LN |
| 531769 | 02/12/26 | XCEL ENERGY | 5300119541631/020526 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 616.18 | 9040 TAMMY LN |
| 531770 | 02/12/26 | XCEL ENERGY | 5300112347540/020526 | 100 | 19100 | FACILITIES ADMINISTRATION | 450220 | Gas | 261.26 | 9040 TAMMY LN |
| 531773 | 02/13/26 | CLUTTER TRUCKER | 18602 | 210 | 44150 | ADULT PROTECTION | 455200 | Direct Relief Payments | 960.00 | CLIENT HOME CARE |
| 531774 | 02/13/26 | USDA FOREST SERVICE | BF021211AG187 | 100 | 19150 | JUSTICE CENTER FACILITY MGMT | 451100 | Building/Land Lease/Rent | 12,173.28 | DEVIL'S HEAD TOWER LEASE |
| | | | | | | | | **Grand Total:** | **709,090.31** | |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Division Chief Taylor Davis

**DESCRIPTION:** Amendment to the 2024-2028 Tyler Technologies Software Support Renewal Agreement with Costs Shared by the Douglas County Emergency Communications Services Authority of $556,844.05 Annually with a County Portion of $304,817.18 and Douglas County Emergency Communications Services Authority Portion of $252,026.87.

**SUMMARY:** On December 12, 2023, the BOCC approved the 2024-2028 Tyler Technologies Software Support Renewal Agreement.

After review of the 2026 annual maintenance invoice, DCSO decided to discontinue maintenance on the following items effective January 1, 2026:

Tyler Software
Equipment Tracking - $10,749.00
Activity Scheduling and Reporting - $7,165.98
Pawn Shops - $7,165.98
Tyler Connect - $14,904.87
Drivers Lic Mag Strip Reader/Barcode Reader Interface - $12,301.11

Services
New World Implementation and Training - $6,387.78

The removal of these items requires an amendment to the 2024-2028 Tyler Technologies Software Support Renewal Agreement, Section 2 of Exhibit 1. Once the Amendment is approved, Tyler Technologies will re-issue the 2026 annual maintenance invoice.

**RECOMMENDED ACTION:** Request that the Board approve and sign the Amendment in DocuSign and approval of a purchase order request to Tyler Technologies in the amount of $304,817.18 for the 2026 software renewal maintenance portion for the Douglas County Sheriff's Office.

**REVIEW:**

| | | |
|---|---|---|
| Darren Weekly | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/20/2026 |

**ATTACHMENTS:**

Cover Page
Douglas County CO Remove Software Svcs Amendment 021126

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Division Chief Taylor Davis

**DESCRIPTION:** Amendment to the 2024-2028 Tyler Technologies Software Support Renewal Agreement with Costs Shared by the Douglas County Emergency Communications Services Authority of $556,844.05 Annually with a County Portion of $304,817.18 and Douglas County Emergency Communications Services Authority Portion of $252,026.87.

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Drivers Lic Mag Strip Reader/Barcode Reader Interface - $12,301.11

Services
New World Implementation and Training - $6,387.78

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**RECOMMENDED ACTION:** Request that the Board approve and sign the Amendment in DocuSign and approval of a purchase order request to Tyler Technologies in the amount of $304,817.18 for the 2026 software renewal maintenance portion for the Douglas County Sheriff's Office.

**REVIEW:**

| | | |
|---|---|---|
| Darren Weekly | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/20/2026 |

**ATTACHMENTS:**

Douglas County CO Remove Software-Svcs Amendment 021126 (1)-Pre-sign - signed

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and Douglas County, CO, with offices at 4000 Justice Way, Castle Rock, CO 80109 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of January 29, 2008 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. As of the Amendment Effective Date, the following items are removed from the Agreement:

   Tyler Software
   Equipment Tracking - $10,749.00
   Activity Scheduling and Reporting - $7,165.98
   Pawn Shops - $7,165.98
   Tyler Connect - $14,904.87
   Drivers Lic Mag Strip Reader/Barcode Reader Interface - $12,301.11

   Services
   New World Implementation and Training - $6,387.78

   Upon such date, Client's license for such software is terminated, as are Tyler's obligations to support, maintain, and update such software. Should Client wish to again license and/or use such software, Client shall first pay Tyler the then-current license fee(s) for the software, as well as fees for any required services, support or 3rd party products.

2. The annual fees in Exhibit 1-Maintenance and Support Agreement for the removal of the above items will be reduced by the following amounts:

| Description | 2026 | 2027 | 2028 | Total |
|---|---|---|---|---|
| Equipment Tracking | $3,583.00 | $3,583.00 | $3,583.00 | $10,749.00 |
| Activity Scheduling and Reporting | $2,388.66 | $2,388.66 | $2,388.66 | $7,165.98 |
| Pawn Shops | $2,388.66 | $2,388.66 | $2,388.66 | $7,165.98 |
| Tyler Connect | $4,968.29 | $4,968.29 | $4,968.29 | $14,904.87 |
| New World Implementation and Training | $2,129.26 | $2,129.26 | $2,129.26 | $6,387.78 |
| Drivers Lic Mag Strip Reader/Barcode Reader Interface | $4,100.37 | $4,100.37 | $4,100.37 | $12,301.11 |
| Total | $19,558.24 | $19,558.24 | $19,558.24 | $58,674.72 |

3. On the Amendment Effective Date, the maintenance and support fee chart in Section 2 of Exhibit 1-Maintenance and Support Agreement is deleted in its entirety, and replaced with the following:

| Term | Douglas County Portion | DCECA Portion | Total Amount Due Under This Agreement | |
|---|---|---|---|---|
| January 1, 2024-December 31, 2024 | $324,375.42 | $252,026.87 | $576,402.29 | PAID |
| January 1, 2025-December 31, 2025 | $324,375.42 | $252,026.87 | $576,402.29 | PAID |
| January 1, 2026-December 31, 2026 | $304,817.18 | $252,026.87 | $556,844.05 | |
| January 1, 2027-December 31, 2027 | $304,817.18 | $252,026.87 | $556,844.05 | |
| January 1, 2028-December 31, 2028 | $304,817.18 | $252,026.87 | $556,844.05 | |

4. Accordingly, Invoice No. 130-161240 dated December 10, 2025 shall be voided and re-invoiced in accordance with the adjustmensts made pursuant to this Amendment.

5. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

6. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: 02/13/26

Douglas County, CO

By: _____

Name: _____

Title: _____

Date: _____

# Douglas County CO Remove Software-Svcs Amendment 021126 (1)-Pre-sign

Final Audit Report 2026-02-13

| | |
|---|---|
| Created: | 2026-02-13 |
| By: | Lori English (lori.english@tylertech.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA70wW0ESSAITC8M1uHToNpuMxUpmxJE4N |

## "Douglas County CO Remove Software-Svcs Amendment 021126 (1)-Pre-sign" History

Document created by Lori English (lori.english@tylertech.com)
2026-02-13 - 4:05:37 PM GMT- IP address: 163.116.253.56

Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2026-02-13 - 4:06:25 PM GMT

Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2026-02-13 - 4:07:17 PM GMT- IP address: 149.20.201.240

Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2026-02-13 - 4:07:33 PM GMT - Time Source: server- IP address: 149.20.201.240

Agreement completed.
2026-02-13 - 4:07:33 PM GMT

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Division Chief Taylor Davis, Support Services

**DESCRIPTION:** AXON Enterprises Purchase Requests for the 2026 Annual Invoice to Include Coterminous 5th, 6th and 7th Amendments to the Taser International Master Purchasing Agreement in the Amount of $1,748,541.86.

**SUMMARY:** On August 10, 2022, the Board of County Commissioners approved the Fifth Amendment to the Master Services and Purchasing Agreement with Taser International, Inc (now Axon Enterprises, Inc) which included a great number of technology enhancements and extended the original agreement and guaranteed pricing through September 14, 2030.

On February 23, 2023, the Board of County Commissioners approved the Sixth Amendment (coterminous with the Fifth Amendment) which added additional Officer Safety Plans and fleet camera plans to accommodate the additional staffing approved.

On May 13, 2025, the Board of County Commissioners approved the Seventh Amendment (coterminous with the Sixth Amendment) which added additional Officer Safety Plans (OSP10), fleet camera systems to the new vehicles associated with the Patrol staff additions and other vehicles that have been reassigned to functions requiring such systems and the Axon Fleet Respond licensing for the entire LEA fleet.

The purchase requests coincide with appropriated funding as outlined below:

$1,476,241.86 - General Fund
$ 109,700.00 - LEA Fund
$ 162,600.00 - School Safety Fund
$1,748,541.86 - GRAND TOTAL

**RECOMMENDED ACTION:** Request that Board approve the Purchase Requests and payment of the related invoice(s) when received for a total amount of $1,748,541.86.

## REVIEW:

| | | |
|---|---|---|
| Darren Weekly | Approve | 2/11/2026 |
| Jeff Garcia | Escalated | 2/18/2026 |
| Amy Williams | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/20/2026 |

## ATTACHMENTS:

Cover Page
AXON Invoice_INUS419383

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Division Chief Taylor Davis, Support Services

**DESCRIPTION:** AXON Enterprises Purchase Requests for the 2026 Annual Invoice to Include Coterminous 5th, 6th and 7th Amendments to the Taser International Master Purchasing Agreement in the Amount of $1,748,541.86.

**SUMMARY:** On August 10, 2022, the Board of County Commissioners approved the Fifth Amendment to the Master Services and Purchasing Agreement with Taser International, Inc (now Axon Enterprises, Inc) which included a great number of technology enhancements and extended the original agreement and guaranteed pricing through September 14, 2030.

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On May 13, 2025, the Board of County Commissioners approved the Seventh Amendment (coterminous with the Sixth Amendment) which added additional Officer Safety Plans (OSP10), fleet camera systems to the new vehicles associated with the Patrol staff additions and other vehicles that have been reassigned to functions requiring such systems and the Axon Fleet Respond licensing for the entire LEA fleet.

The purchase requests coincide with appropriated funding as outlined below:

$1,476,241.86 - General Fund
$ 109,700.00 - LEA Fund
$ 162,600.00 - School Safety Fund
$1,748,541.86 - GRAND TOTAL

**RECOMMENDED ACTION:** Request that Board approve the Purchase Requests and payment of the related invoice(s) when received for a total amount of $1,748,541.86.

**REVIEW:**

| | | |
|---|---|---|
| Darren Weekly | Approve | 2/11/2026 |
| Jeff Garcia | Escalated | 2/18/2026 |
| Amy Williams | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/20/2026 |

**ATTACHMENTS:**

AXON Invoice_INUS419383

# Invoice

Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-800-978-2737
arinquiries@axon.com
www.axon.com
TIN: 86-0741227
DUNS Number: 832176382
UEI Number: TBW7MGPYURM7

| | |
|---|---|
| Invoice ID | INUS419383 |
| Invoice Account | 115238 |
| Date | 01-Feb-26 |
| Payment Term | Net 30 days |
| PO/DO # | |
| Quote # | Q-750035, |
| Sales Order # | |
| Terms of Delivery | FCA |
| Customer Reference | Q-750035, |

**BILL TO**
Douglas County Sheriff's Office - CO
4000 Justice Way
Castle Rock, CO 80109-7802
USA

**SHIP TO**
Douglas County Sheriff's Office - CO
4000 Justice Way
Castle Rock, CO 80109-7802
USA

| Ship to* | Bundled Item Number | Bundled Description | Bundled Quantity | Invoice Plan % | Amount |
|---|---|---|---|---|---|
| 1 | Fleet3A10Yr | Fleet 3 Advanced 10 Year | 26.00 | 4.78076% | 37,070.68 |
| 1 | ProLicense | Pro License Bundle | 12.00 | 4.78076% | 3,719.59 |
| 1 | B00034 | BUNDLE - OFFICER SAFETY PLAN 10 PLUS 10YR | 465.00 | 4.78076% | 942,646.14 |
| 1 | Fleet3ARe | Fleet 3 Advanced Renewal | 194.00 | 4.78076% | 233,833.18 |
| 1 | BWCamMBDTA | Body Worn Camera Multi-Bay Dock TAP 10 Year Bundle | 1.00 | 4.78076% | 229.35 |
| 1 | BasicLicense | Basic License Bundle | 66.00 | 4.78076% | 6,819.24 |
| 1 | C00023 | BUNDLE - TASER 10 CERTIFICATION PRO 10YR | 20.00 | 4.78076% | 14,158.69 |
| 1 | H00001 | AB4 Camera Bundle | 1.00 | 4.78076% | 0.00 |
| | | | | **Bundled Line Subtotal** | **1,238,476.87** |

| Line No. | Ship to* | Item Number | Description | Quantity | Unit Price | Subtotal | Invoice Plan % | Amount |
|---|---|---|---|---|---|---|---|---|
| 1 | 1 | 74056 | AXON INTERVIEW - TOUCH PANEL WALL MOUNT<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 64.00 | 704.00 | 4.78076% | 33.66 |

**PAYMENT REMITTANCE INFORMATION**

| For ACH/EFT Payment: (Preferred Method) | | For Wire Transfers | | For Check Payments Mail To: | For Overnight Check Payments Mail |
|---|---|---|---|---|---|
| Account Name | Axon Enterprise, Inc. | Beneficiary | Axon Enterprise, Inc. | Axon Enterprise, Inc.<br>PO BOX 29661<br>DEPARTMENT 2018<br>PHOENIX, AZ 85038-9661<br>Reference No INUS419383 | Axon Enterprise, Inc.<br>JPMorgan Chase (AZ1-2170)<br>Attn: Axon Enterprises 29661-2018<br>2108 E Elliot Rd,<br>Tempe, AZ 85283<br>Reference No INUS419383 |
| Account Number | 634912729 | Account Number | 634912729 | | |
| Bank Routing No | 122100024 | Bank Routing No | 021000021 | | |
| Reference No | INUS419383 | SWIFT Code | CHASUS33 | | |
| | | Reference No | INUS419383 | | |

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire

# Invoice

| | | | |
|---|---|---|---|
| Customer Account | Douglas County Sheriff's Office - CO | Invoice ID | INUS419383 |
| Invoice Account | 115238 | Date | 01-Feb-26 |
| Quote # | Q-750035, | Page | 2 of 6 |

| Line No. | Ship to* | Item Number | Description | Quantity | Unit Price | Subtotal | Invoice Plan % | Amount |
|---|---|---|---|---|---|---|---|---|
| 2 | 1 | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10<br>Tax Date 01-Feb-26<br>Shipment Date: 03/01/2026 | 7.00 | 0.00 | 0.00 | 4.78076% | 0.00 |
| 3 | 1 | 73390 | AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY<br>Tax Date 01-Feb-26<br>Shipment Date: 03/01/2026 | 194.00 | 0.00 | 0.00 | 4.78076% | 0.00 |
| 4 | 1 | 80396 | AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10<br>Tax Date 01-Feb-26<br>Shipment Date: 03/01/2026 | 2.00 | 0.00 | 0.00 | 4.78076% | 0.00 |
| 5 | 1 | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)<br>Tax Date 01-Feb-26<br>Shipment Date: | 15.00 | 209.00 | 3,135.00 | 4.78076% | 149.88 |
| 6 | 1 | 50322 | AXON INTERVIEW - TOUCH PANEL PRO<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 2,532.00 | 27,852.00 | 4.78076% | 1,331.54 |
| 7 | 1 | 74056 | AXON INTERVIEW - TOUCH PANEL WALL MOUNT<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 64.00 | 704.00 | 4.78076% | 33.66 |
| 8 | 1 | 50118 | AXON INTERVIEW - MIC - WIRED (STANDARD MIC)<br>Tax Date 01-Feb-26<br>Shipment Date: | 15.00 | 209.00 | 3,135.00 | 4.78076% | 149.88 |
| 9 | 1 | 50322 | AXON INTERVIEW - TOUCH PANEL PRO<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 2,532.00 | 27,852.00 | 4.78076% | 1,331.54 |
| 13 | 1 | 12344 | AXON AIR - FOTOKITE CONNECT LICENSE<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | 33,000.00 | 33,000.00 | 4.78076% | 1,577.65 |
| 19 | 1 | 50043 | AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER<br>Tax Date 01-Feb-26<br>Shipment Date: | 2.00 | 4,419.60 | 8,839.20 | 4.78076% | 422.58 |
| 20 | 1 | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 5,000.00 | 55,000.00 | 4.78076% | 2,629.42 |
| 27 | 1 | 85170 | AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 5,000.00 | 55,000.00 | 4.78076% | 2,629.42 |

# Invoice

| | | | |
|---|---|---|---|
| Customer Account | Douglas County Sheriff's Office - CO | Invoice ID | INUS419383 |
| Invoice Account | 115238 | Date | 01-Feb-26 |
| Quote # | Q-750035, | Page | 3 of 6 |

| Line No. | Ship to* | Item Number | Description | Quantity | Unit Price | Subtotal | Invoice Plan % | Amount |
|---|---|---|---|---|---|---|---|---|
| 28 | 1 | 73896 | AXON STANDARDS - IMPLEMENTATION SERVICE<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | 29,680.69 | 29,680.69 | 4.78076% | 1,418.96 |
| 29 | 1 | 73681 | AXON RECORDS<br>Tax Date 01-Feb-26<br>Shipment Date: | 78.00 | 5,670.00 | 442,260.00 | 4.78076% | 21,143.40 |
| 30 | 1 | 85760 | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE<br>Tax Date 01-Feb-26<br>Shipment Date: | 465.00 | 3,024.00 | 1,406,160.00 | 4.78076% | 67,225.16 |
| 54 | 1 | 50045 | AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED<br>Tax Date 01-Feb-26<br>Shipment Date: | 15.00 | 14,976.00 | 224,640.00 | 4.78076% | 10,739.50 |
| 55 | 1 | 50039 | AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 3,780.00 | 41,580.00 | 4.78076% | 1,987.84 |
| 58 | 1 | 73638 | AXON STANDARDS - LICENSE<br>Tax Date 01-Feb-26<br>Shipment Date: | 78.00 | 1,454.40 | 113,443.20 | 4.78076% | 5,423.45 |
| 90 | 1 | 80374 | AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10<br>Tax Date 01-Feb-26<br>Shipment Date: 03/01/2026 | 596.00 | 0.00 | 0.00 | 4.78076% | 0.00 |
| 91 | 1 | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT<br>Tax Date 01-Feb-26<br>Shipment Date: 03/01/2026 | 194.00 | 0.00 | 0.00 | 4.78076% | 0.00 |
| 93 | 1 | 100560 | AXON STANDARDS - PSO - DATA CONVERSION/MIGRATION<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | 35,000.00 | 35,000.00 | 4.78076% | 1,673.27 |
| 124 | 1 | 100552 | TRANSFER BALANCE - GOODS<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | 861,584.91 | 861,584.91 | 100.00000% | 861,584.91 |
| 125 | 1 | 100553 | TRANSFER BALANCE - SOFTWARE AND SERVICES<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | -557,948.44 | -557,948.44 | 100.00000% | -557,948.44 |
| 128 | 1 | 100946 | AXON - MULTI-YEAR SWS TECHNICAL ACCOUNT MANAGER<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | 208,004.40 | 208,004.40 | 4.78076% | 9,944.19 |
| 129 | 1 | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING<br>Tax Date 01-Feb-26<br>Shipment Date: | 465.00 | 0.00 | 0.00 | 4.78076% | 0.00 |

# Invoice

| | | | |
|---|---|---|---|
| Customer Account | Douglas County Sheriff's Office - CO | Invoice ID | INUS419383 |
| Invoice Account | 115238 | Date | 01-Feb-26 |
| Quote # | Q-750035, | Page | 4 of 6 |

| Line No. | Ship to* | Item Number | Description | Quantity | Unit Price | Subtotal | Invoice Plan % | Amount |
|---|---|---|---|---|---|---|---|---|
| 157 | 1 | 100704 | AXON TASER 10 - EXT WARRANTY - HANDLE<br>Tax Date 01-Feb-26<br>Shipment Date: 03/01/2026 | 488.00 | 0.00 | 0.00 | 4.78076% | 0.00 |
| 158 | 1 | 101267 | AXON VR - PSO - FULL INSTALLATION<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | 0.00 | 0.00 | 4.78076% | 0.00 |
| 190 | 1 | 101648 | AXON INTERVIEW - EXT WARRANTY - 5 YEARS<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 464.00 | 5,104.00 | 4.78076% | 244.01 |
| 191 | 1 | 101648 | AXON INTERVIEW - EXT WARRANTY - 5 YEARS<br>Tax Date 01-Feb-26<br>Shipment Date: | 11.00 | 464.00 | 5,104.00 | 4.78076% | 244.01 |
| 193 | 1 | 85157 | AXON RECORDS - PROFESSIONAL SERVICES MILESTONE PAYMENT<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | 1,540,500.00 | 1,540,500.00 | 4.78076% | 73,647.64 |
| 194 | 1 | 102212 | AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE<br>Tax Date 01-Feb-26<br>Shipment Date: | 1.00 | 0.00 | 0.00 | 4.78076% | 0.00 |
| 204 | 1 | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME<br>Tax Date 01-Feb-26<br>Shipment Date: | 15.00 | 985.00 | 14,775.00 | 4.78076% | 706.36 |
| 205 | 1 | 50295 | AXON INTERVIEW - SERVER - PRO<br>Tax Date 01-Feb-26<br>Shipment Date: | 2.00 | 5,413.00 | 10,826.00 | 4.78076% | 517.57 |
| 206 | 1 | 50298 | AXON INTERVIEW - CAMERA - OVERT DOME<br>Tax Date 01-Feb-26<br>Shipment Date: | 15.00 | 985.00 | 14,775.00 | 4.78076% | 706.36 |
| 207 | 1 | 50295 | AXON INTERVIEW - SERVER - PRO<br>Tax Date 01-Feb-26<br>Shipment Date: | 2.00 | 5,413.00 | 10,826.00 | 4.78076% | 517.57 |

| | |
|---|---|
| **Item Line Subtotal** | **510,064.99** |

# Invoice

| | | | |
|---|---|---|---|
| Customer Account | Douglas County Sheriff's Office - CO | Invoice ID | INUS419383 |
| Invoice Account | 115238 | Date | 01-Feb-26 |
| Quote # | Q-750035, | Page | 5 of 6 |

| | |
|---|---|
| Sales Amount | 1,748,541.86 |
| Misc. Charge | 0.00 |
| Discount | 0.00 |
| Sales Tax | 0.00 |
| Total | 1,748,541.86 |
| Credit Amount(s) Applied | 0.00 |
| Amount Received | 0.00 |

**Payment Due** **03-Mar-26** **BALANCE DUE** **USD** **1,748,541.86**

# Invoice

| | | | |
|---|---|---|---|
| Customer Account | Douglas County Sheriff's Office - CO | Invoice ID | INUS419383 |
| Invoice Account | 115238 | Date | 01-Feb-26 |
| Quote # | Q-750035, | Page | 6 of 6 |

***Tax Note**

**Ship-to-address Legend***

| | |
|---|---|
| 1 | Douglas County Sheriff's Office - CO<br>4000 Justice Way<br>Castle Rock, CO 80109-7802<br>USA |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Amy Strouthopoulos, Pavement Management Supervisor

**DESCRIPTION:** Amendment No. 1 to the On-Call Arborist Services for Contract Maintenance Projects Contract with Colorado Virginia Company, LLC, dba COVA Tree for an Amount not to Exceed $100,000.00, Douglas County Project Number CI 2025-007.

**SUMMARY:** The On-Call Arborist Servies contract with COVA Tree provides on-call arborist services to evaluate and provide tree and shrub pruning and removal to minimize potential damage from construction equipment while performing sidewalk repairs, street paving, and road reconstruction projects. COVA Tree was selected based on an RFP sent to contractors on November 5, 2024.

This amendment adds $100,000.00 to the contract, bringing the new total contract amount to $175,000.00, and extends the time by one year.

Funding for the full amount of $100,000.00 for this amendment will come from Business Unit 800100.443600 in Fund 200. A new PO will be created.

**RECOMMENDED ACTION:** Approval of Amendment No. 1 to the On-Call Arborist Services for Contract Maintenance Projects Contract with Colorado Virginia Company, LLC, dba COVA Tree for an amount not to exceed $100,000.00, Douglas County Project Number CI 2025-007.

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/12/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
PCS Amendment - COVA - On-Call Arborist-Amy S

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Amy Strouthopoulos, Pavement Management Supervisor

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Funding for the full amount of $100,000.00 for this amendment will come from Business Unit 800100.443600 in Fund 200. A new PO will be created.

**RECOMMENDED ACTION:** Approval of Amendment No. 1 to the On-Call Arborist Services for Contract Maintenance Projects Contract with Colorado Virginia Company, LLC, dba COVA Tree for an amount not to exceed $100,000.00, Douglas County Project Number CI 2025-007.

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/12/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

PCS Amendment - COVA - On-Call Arborist-Amy S

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**ON-CALL ARBORIST SERVICES FOR CONTRACT MAINTENANCE PROJECTS**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-007**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: NEW PO (original PO #2025298)**
**ACCOUNT NUMBER: 800100.443600**

**THIS AMENDMENT** is entered into as of this _____ day of _____, 2026, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the "County"), and Colorado Virginia Company, LLC, dba COVA Tree, an LLC (the "Consultant").

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services dated March 7, 2025 (the "Contract"); and

**WHEREAS**, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of **$75,000.00.** Compensation for the additional work associated with this Amendment Number One (1) shall be **$100,000.00**; and

**WHEREAS**, the County and the Consultant desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Consultant, by adding additional payment terms, and extending the Term; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

"**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 $175,000.00. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: $ 100,000.00**

**PREVIOUSLY APPROVED PCS REVISIONS: $ 0.00**

**TOTAL FOR ALL PCS REVISIONS (TO DATE): $ 100,000.00**

**TOTAL FOR ORIGINAL PCS: $ 75,000.00**

**GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: $ 175,000.00**

**ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.**

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**ON-CALL ARBORIST SERVICES FOR CONTRACT MAINTENANCE PROJECTS**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-007**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: NEW PO (original PO #2025298)**
**ACCOUNT NUMBER: 800100.443600**

2. Section 5 of the Contract is hereby amended to read:

**"Term.** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on February 12, 2025 and terminate at 12:00 a.m. on December 31, 2026. 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."

3. **Exhibit B** of the Contract is hereby amended by adding the payment terms related to the work performed after the execution of this amendment as indicated in the attached Exhibit B-1, incorporated herein by this reference.

4. The remainder of the Contract shall remain in full force and effect.

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**ON-CALL ARBORIST SERVICES FOR CONTRACT MAINTENANCE PROJECTS**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-007**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: NEW PO (original PO #2025298)**
**ACCOUNT NUMBER: 800100.443600**

**IN WITNESS WHEREOF**, the County and Consultant have executed this Amendment as of the date first above written.

**COLORADO VIRGINIA COMPANY, LLC, dba COVA TREE**

**BY:**_____

**TITLE:**_____

**DATE:**_____

**Signature of Notary Public Required:**

**STATE OF _____ )**
**) ss.**
**COUNTY OF _____ )**

**The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.**

**Witness my hand and official seal**

_____
**Notary Public**

**My commission expires: _____**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

**APPROVED AS TO CONTENT:**

_____
**GEORGE TEAL , CHAIR Date**

_____
**DOUGLAS J. DEBORD Date**
**COUNTY MANAGER**

**ATTEST**

_____
**Deputy Clerk Date**

**DEPARTMENT OF PUBLIC WORKS:**

_____
**JANET HERMAN, P. E. Date**
**Director of Public Works**

**APPROVED AS TO FISCAL CONTENT:**

_____
**CHRISTIE GUTHRIE Date**
**Director of Finance**

**APPROVED AS TO LEGAL FORM:**

_____
**CHRIS PRATT Date**
**Senior Assistant County Attorney**

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**ON-CALL ARBORIST SERVICES FOR CONTRACT MAINTENANCE PROJECTS**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-007**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: NEW PO (original PO #2025298)**
**ACCOUNT NUMBER: 800100.443600**

**PROJECT MANAGER REQUIRED TO COMPLETE:**

**Name of Contact at Consultant's Place of Business: Michael Dwyer**

**Email Address of Contact: mike@covatree.com**

**Phone # of Contact: 720-660-2682, 720-550-0965**

**Address of Contact: 5594 N. Mesa Dr.**
**Castle Rock, CO 80104**

Exhibit B-1

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | COST |
|---|---|---|---|---|---|
| | | | | | |
| **1** | **CLEARING** | **10** | **HR** | $150.00 | $1,500.00 |
| **2** | **TREE AND SHRUB (Trimming/Pruning)** | **200** | **HR** | $175.00 | $35,000.00 |
| **3** | **REMOVAL OF TREES (AVERAGE)** | **50** | **EA** | $500.00 | $25,000.00 |
| **4** | **PLANTING OF TREES (AVERAGE)** | **4** | **EA** | $1,475.00 | $5,900.00 |
| **5** | **STUMP GRINDING (AVERAGE)** | **10** | **EA** | $175.00 | $1,750.00 |
| **6** | **MOBILIZATION** | **40** | **EA** | $500.00 | $20,000.00 |
| **7** | **F/A MINOR CONTRACT REVISIONS** | 1 | **F/A** | $10,850.00 | $10,850.00 |
| | | | | **TOTAL** | **$100,000.00** |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Joel White, Division Chief Patrol

**DESCRIPTION:** 2025 Equitable Sharing Agreement and Certification Report.

**SUMMARY:** The U.S. Department of Justice requires that all state and local law enforcement agencies participating in the Equitable Sharing Program submit an ESAC report each year delineating the use of federal forfeiture funds received and expended. The report for the 2025 calendar year must be submitted electronically by February 28, 2026 for the Douglas County Sheriff's Office to remain in compliance and to be eligible to receive future distributions of forfeited funds.

All expenditures reflected on the 2025 ESAC report fell within the federal guidelines in terms of permissible uses of the funds received and were approved by the Douglas County Sheriff's Office Seizure Board.

**RECOMMENDED ACTION:** Request the Board approve the electronic submission of the 2025 ESAC report. (Note: Despite the signature lines in the documents, signatures are not actually required for submission, however, for recordkeeping purposes the document is being processed via DocuSign).

**REVIEW:**

| | | |
|---|---|---|
| Darren Weekly | Approve | 2/18/2026 |
| Jeff Garcia | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/20/2026 |

**ATTACHMENTS:**

Cover Page
2025 ESAC Report Unsigned

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Joel White, Division Chief Patrol

**DESCRIPTION:** 2025 Equitable Sharing Agreement and Certification Report.

**SUMMARY:** The U.S. Department of Justice requires that all state and local law enforcement agencies participating in the Equitable Sharing Program submit an ESAC report each year delineating the use of federal forfeiture funds received and expended. The report for the 2025 calendar year must be submitted electronically by February 28, 2026 for the Douglas County Sheriff's Office to remain in compliance and to be eligible to receive future distributions of forfeited funds.

All expenditures reflected on the 2025 ESAC report fell within the federal guidelines in terms of permissible uses of the funds received and were approved by the Douglas County Sheriff's Office Seizure Board.

**RECOMMENDED ACTION:** Request the Board approve the electronic submission of the 2025 ESAC report. (Note: Despite the signature lines in the documents, signatures are not actually required for submission, however, for recordkeeping purposes the document is being processed via DocuSign).

**REVIEW:**

| | | |
|---|---|---|
| Darren Weekly | Approve | 2/18/2026 |
| Jeff Garcia | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/20/2026 |

**ATTACHMENTS:**

2025 ESAC Report Unsigned

OMB Number 1123-0011
Expires: May 31, 2028

# Equitable Sharing Agreement and Certification

**NCIC/ORI/Tracking Number:** CO0180000
**Agency Name:** Douglas County Sheriff's Office **Type:** Sheriff's Office
**Mailing Address:** 4000 Justice Way
Castle Rock, CO 80109

**Agency Finance Contact**
**Name:** Steranko, Sonia
**Phone:** 303-660-7599 **Email:** ssteranko@dcsheriff.net

**Jurisdiction Finance Contact**
**Name:** Guthrie, Christie
**Phone:** 303-663-6227 **Email:** cguthrie@douglas.co.us

**ESAC Preparer**
**Name:** Steranko, Sonia
**Phone:** 303-660-7599 **Email:** ssteranko@dcsheriff.net

**FY End Date:** 12/31/2025 **Agency FY 2026 Budget:** $121,012,001.00

## Annual Certification Report

| | Summary of Equitable Sharing Activity | Justice Funds [1] | Treasury Funds [2] |
|---|---|---|---|
| 1 | Beginning Equitable Sharing Fund Balance | $235,899.67 | $8,347.43 |
| 2 | Equitable Sharing Funds Received | $481,474.35 | $0.00 |
| 3 | Other Income | $0.00 | $0.00 |
| 4 | Interest Income | $2,674.30 | $45.62 |
| 5 | Total Equitable Sharing Funds Received (total of lines 2-4) | $484,148.65 | $45.62 |
| 6 | Equitable Sharing Funds Spent (total of lines a - n) | $94,646.79 | $0.00 |
| 7 | Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5) | $625,401.53 | $8,393.05 |

[1]Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2]Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

| | Summary of Shared Funds Spent | Justice Funds | Treasury Funds |
|---|---|---|---|
| a | Law Enforcement Administrative Costs | $0.00 | $0.00 |
| b | Training and Education | $0.00 | $0.00 |
| c | Law Enforcement, Public Safety, and Detention Facilities | $0.00 | $0.00 |
| d | Law Enforcement Equipment | $94,646.79 | $0.00 |
| e | Joint Law Enforcement and Public Safety Operations | $0.00 | $0.00 |
| f | Contracts for Services | $0.00 | $0.00 |
| g | Law Enforcement Travel and Per Diem | $0.00 | $0.00 |
| h | Law Enforcement Awards and Memorials | $0.00 | $0.00 |
| i | Drug, Gang, and Other Prevention or Awareness Programs | $0.00 | $0.00 |
| j | Overtime | $0.00 | $0.00 |
| k | Law Enforcement Initiatives that Further Investigations | $0.00 | $0.00 |
| l | Salaries | $0.00 | $0.00 |
| m | Non-Categorized Expenditures | $0.00 | $0.00 |
| | Total | $94,646.79 | $0.00 |

**Other Income**

| Other Income Type | Justice Funds | Treasury Funds |
|---|---|---|
| | | |

**Salaries**

| Salary Type | Justice Funds | Treasury Funds |
|---|---|---|
| | | |

**Non-Categorized Expenditures**

| Description | Justice Funds | Treasury Funds |
|---|---|---|
| | | |

## Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

## Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

# Single Audit Information

**Independent Auditor**

**Name:** Horn, Lisa
**Company:** Forvis Mazars
**Phone:** 303-837-2268 **Email:** lisa.horn@us.forvismazars.com

**Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.**

YES [X] NO [ ] THRESHOLD NOT MET [ ]

**Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2024-12-GSAFAC-0000360509**

# Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

# Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency’s fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

## Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ **Yes** ☒ **No**

## Agency Head

Name: Weekly, Darren
Title: Sheriff
Email: dweekly@dcsheriff.net

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

## Governing Body Head

Name: Teal, George
Title: Chair, Bd of Cty Commissioners
Email: gteal@douglas.co.us

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Laura Leary, Human Resources Director

**DESCRIPTION:** 2026 Public Contract for Services with WEX Health, Inc. in the Annual Amount of $32,000.00 with a Maximum Contract Liability of $298,000.00.

**SUMMARY:** The attached contract represents the 2026 eighth amendment agreement for administration of flexible spending, health savings accounts and COBRA administration.

**RECOMMENDED ACTION:** Request Board approval and signature of the 2026 Public Contract for Services with WEX Health, Inc.

**REVIEW:**

| | | |
|---|---|---|
| Laura Leary | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
WEX-Discovery Benefits Contract Amendment 2026

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Laura Leary, Human Resources Director

**DESCRIPTION:** 2026 Public Contract for Services with WEX Health, Inc. in the Annual Amount of $32,000.00 with a Maximum Contract Liability of $298,000.00.

**SUMMARY:** The attached contract represents the 2026 eighth amendment agreement for administration of flexible spending, health savings accounts and COBRA administration.

**RECOMMENDED ACTION:** Request Board approval and signature of the 2026 Public Contract for Services with WEX Health, Inc.

**REVIEW:**

| | | |
|---|---|---|
| Laura Leary | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

WEX-Discovery Benefits Contract Amendment 2026

# EIGHTH AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS EIGHTH AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES** (the "Eighth Amendment") is made and entered into this **1st day of January 2026**, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and Wex Health, Inc. dba Wex, (formally Discovery Benefits LLC), **a Delaware corporation with its principal place of business of, Simsbury CT,** authorized to do business in Colorado (the "Consultant").

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services Agreement effective January 1, 2018 ("Contract"); and

**WHEREAS,** the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of THIRTY-FIVE THOUSAND DOLLARS ($35,000.00); and

**WHEREAS**, the County and the Consultant amended the Contract on January 1, 2019 ("First Amendment") increasing the Maximum Expenditure in the amount of THIRTY-FIVE THOUSAND DOLLARS ($35,000.00) and extending the Term; and

**WHEREAS**, the County and the Consultant amended the Contract on January 1, 2020 ("Second Amendment") increasing the Maximum Expenditure in the amount of THIRTY-FIVE THOUSAND DOLLARS ($35,000.00) and extending the Term; and

**WHEREAS**, the County and the Consultant amended the Contract on January 10, 2021, ("Third Amendment") increasing the Maximum Expenditure in the amount of THIRTY-FIVE THOUSAND DOLLARS ($35,000.00), and by extending the Term; and

**WHEREAS**, the County and the Consultant amended the Contract on January 1, 2022, ("Fourth Amendment") increasing the Maximum Expenditure in the amount of THIRTY- FIVE THOUSAND DOLLARS ($35,000.00) and by extending the Term; and

**WHEREAS**, the County and the Consultant amended the Contract on January 1, 2023, ("Fifth Amendment") increasing the Maximum Expenditure in the amount of THIRTY- FIVE THOUSAND DOLLARS ($35,000.00) and by extending the Term; and

**WHEREAS**, the County and the Consultant amended the Contract on January 1, 2024, ("Sixth Amendment") increasing the Maximum Expenditure in the amount of TWENTY-EIGHT THOUSAND DOLLARS ($28,000.00) and by extending the Term; and

**WHEREAS**, the County and the Consultant amended the Contract on January 1, 2025, ("Seventh Amendment") increasing the Maximum Expenditure in the amount of TWENTY-EIGHT THOUSAND DOLLARS ($28,000.00) and by extending the Term; and

**WHEREAS**, the County and the Consultant hereby desire to further amend the Maximum Contract Expenditure by an additional THIRTY TWO THOUSAND DOLLARS ($32,000.00) for fiscal year 2026 and by extending the Term to December 31, 2026; and

**WHEREAS**, The County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is TWO HUNDRED NINETY-EIGHT THOUSAND DOLLARS ($298,000). The funds appropriated for the Eighth Amendment is THIRTY TWO THOUSAND DOLLARS ($32,000) for fiscal year **2026.** In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **January 1, 2018,** and terminate at 12:00 a.m. on **December 31, 2026**. 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.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF,** the County and Consultant have executed this Amendment as of the date first above written.

**WEX Health Inc.**

**BY:** [signature]

**TITLE:** National VP, Sales

**DATE:** 2/2/2026

**Signature of Notary Public Required:**

**STATE OF** ND

**COUNTY OF** Cass

The foregoing instrument was acknowledged before me this 2nd day of Feb., 2026, by, Nicholas Duk

Witness my hand and official seal

[signature]
Notary Public

My commission expires:

SAMANTHA BROWN
Notary Public
State of North Dakota
My Commission Expires Dec. 22, 2027

**THE BOARD OF COUNTY COMMISSIONERS**

**OF THE COUNTY OF DOUGLAS, COLORADO**

**By: _____**

**George Teal**

**Chair**

**ATTEST:**

**By: _____**

**Hayley Hall**

**Clerk to the Board, Clerk & Recorder**

**APPROVED AS TO CONTENT:**

**By: _____**

**Laura Leary**

**Human Resources Director**

**DATE: _____**

**APPROVED AS TO CONTENT:**

**By: _____**

**Doug DeBord**

**County Manager**

**DATE: _____**

**APPROVED AS TO FISCAL CONTENT:**

**By: _____**

**Christie Guthrie**

**Director of Finance**

**DATE: _____**

**APPROVED AS TO LEGAL CONTENT:**

**By: _____**

**Christopher Pratt**

**County Attorney**

**DATE: _____**

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Laura Leary, Human Resources Director

**DESCRIPTION:** Public Amendment for Services by and Between Vision Services Plan and Douglas County for Vision Employee Benefits in the Amount of $229,000.00.

**SUMMARY:** The attached annual addendum represents the 2026 agreement for claims administration of the employee vision insurance programs.

**RECOMMENDED ACTION:** Approval and signature of the Amendment of the Public Contract for Services with Vision Services Plan for $229,000 for 2026.

**REVIEW:**

| | | |
|---|---|---|
| Laura Leary | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
VSP Contract Amendment 2026

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Laura Leary, Human Resources Director

**DESCRIPTION:** Public Amendment for Services by and Between Vision Services Plan and Douglas County for Vision Employee Benefits in the Amount of $229,000.00.

**SUMMARY:** The attached annual addendum represents the 2026 agreement for claims administration of the employee vision insurance programs.

**RECOMMENDED ACTION:** Approval and signature of the Amendment of the Public Contract for Services with Vision Services Plan for $229,000 for 2026.

**REVIEW:**

| | | |
|---|---|---|
| Laura Leary | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

VSP Contract Amendment 2026

# EIGHTH AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the "Eighth Amendment") is made and entered into this 1st day of January 2026 by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **Vision Service Plan Insurance Company**, an Ohio corporation authorized to do business in Colorado.

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services Agreement in the amount of ONE HUNDRED THIRTY FIVE THOUSAND DOLLARS ($135,000.00) and Group Vision Care Plan Administrative Services Program effective January 1, 2017, for two years ("Agreement"); and

**WHEREAS**, the County and the Contractor subsequently extended the term and amended the Maximum Contract Expenditure in the amount of ONE HUNDRED THIRTY-FIVE THOUSAND DOLLARS ($135,000.00) for fiscal year 2019 ("First Amendment"); and

**WHEREAS**, the County and the Contractor subsequently extended the term and amended the Maximum Contract Expenditure in the amount of ONE HUNDRED AND FIFTY THOUSAND DOLLARS ($150,000.00) for fiscal year 2020 ("Second Amendment"); and

**WHEREAS**, the County and the Contractor subsequently extended the term of the Agreement and amend the Maximum Contract Expenditure by an additional ONE HUNDRED AND SIXTY THOUSAND DOLLARS ($160,000.00) for fiscal year 2021 ("Third Amendment"); and

**WHEREAS**, the County and the Contractor subsequently extended the term of the Agreement and amend the Maximum Contract Expenditure by an additional ONE HUNDRED AND SEVENTY THOUSAND DOLLARS ($170,000.00) for fiscal year 2022 ("Fourth Amendment"); and

**WHEREAS**, the County and the Contractor subsequently extended the term of the Agreement and amend the Maximum Contract Expenditure by an additional ONE HUNDRED AND SEVENTY ONE THOUSAND DOLLARS ($171,000.00) for fiscal year 2023 ("Fifth Amendment"); and

**WHEREAS**, the County and the Contractor subsequently extended the term of the Agreement and amend the Maximum Contract Expenditure by an additional ONE HUNDRED AND EIGHTY TWO THOUSAND DOLLARS ($182,000.00) for fiscal year 2024 ("Sixth Amendment"); and

**WHEREAS**, the County and the Contractor subsequently extended the term of the Agreement and amend the Maximum Contract Expenditure by an additional ONE HUNDRED AND EIGHTY SEVEN THOUSAND DOLLARS ($187,000.00) for fiscal year 2025 ("Seventh Amendment"); and

**WHEREAS**, the County and the Contractor hereby desire to further extend the term of the Agreement and amend the Maximum Contract Expenditure by an additional TWO HUNDRED AND TWENTY NINE THOUSAND DOLLARS ($229,000.00) for fiscal year 2026; and

**WHEREAS**, The County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for the Contract is ONE MILLION, FIVE HUNDRED AND NINETEEN THOUSAND DOLLARS ($1,519,000.00). The amount of funds appropriated for this Eighth Amendment is TWO HUNDRED AND TWENTY NINE THOUSAND DOLLARS ($229,000.00) for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

2. **TERM:** It is mutually agreed by the parties that the term of this Amendment shall commence as of 12:01 a.m. on **January 1, 2017, and** terminate at 12:00 a.m. on **December 31, 2026.**

3. The remainder of the Contract shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF,** the County and Consultant have executed this Amendment as of the date first above written.

**VISION SERVICE PLAN INSURANCE COMPANY**

**BY:** _____

**TITLE:** David E. Plevyak, Chief Insurance Officer

**DATE:** February 9, 2026

**Signature of Notary Public Required:**

**STATE OF New York**

**COUNTY OF Suffolk**

The foregoing instrument was acknowledged before me this 9th day of February, 2026, by Jacqueline P. Straehle, Notary Public.

Witness my hand and official seal

_____
Notary Public

My commission expires: November 4, 2026

JACQUELINE P. STRAEHLE
Notary Public, State of New York
Registration #01ST6082954
Qualified In Nassau County
Commission Expires Nov 4, 2026

**THE BOARD OF COUNTY COMMISSIONERS**

**OF THE COUNTY OF DOUGLAS, COLORADO**

**By: _____**

**George Teal**

**Chair**

**ATTEST:**

**By: _____**

**Hayley Hall**

**Clerk to the Board, Clerk & Recorder**

**APPROVED AS TO CONTENT:**

**By: _____**

**Laura Leary**

**Human Resources Director**

**DATE: _____**

**APPROVED AS TO CONTENT:**

**By: _____**

**Doug DeBord**

**County Manager**

**DATE: _____**

**APPROVED AS TO FISCAL CONTENT:**

**By: _____**

**Christie Guthrie**

**Director of Finance**

**DATE: _____**

**APPROVED AS TO LEGAL CONTENT:**

**By: _____**

**Christopher Pratt**

**County Attorney**

**DATE: _____**

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Laura Leary, Human Resources Director

**DESCRIPTION:** 2026 Public Amendment for Services with Hello Heart in the Amount of $355,000.00.

**SUMMARY:** The attached annual amendment represents the 2026 agreement for blood pressure monitoring kit, coaching and administrative services to support the program. The annual maximum liability of $355,000 is processed through the County's self-funded medical claims with United Healthcare and is included in the expenditure contract of our claims with United Healthcare. This agreement with Hello Heart is not an additional expenditure.

**RECOMMENDED ACTION:** Approval and signature of the Amendment of the Master Service Agreement with Hello Heart for $355,000.

**REVIEW:**

| | | |
|---|---|---|
| Laura Leary | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
Hello Heart Contract Amendment 2026

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Laura Leary, Human Resources Director

**DESCRIPTION:** 2026 Public Amendment for Services with Hello Heart in the Amount of $355,000.00.

**SUMMARY:** The attached annual amendment represents the 2026 agreement for blood pressure monitoring kit, coaching and administrative services to support the program. The annual maximum liability of $355,000 is processed through the County's self-funded medical claims with United Healthcare and is included in the expenditure contract of our claims with United Healthcare. This agreement with Hello Heart is not an additional expenditure.

**RECOMMENDED ACTION:** Approval and signature of the Amendment of the Master Service Agreement with Hello Heart for $355,000.

**REVIEW:**

| | | |
|---|---|---|
| Laura Leary | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Hello Heart Contract Amendment 2026

**THIS SECOND AMENDMENT TO THE PUBLIC CONTRACT FOR SERVICES** (the "Second Amendment") is made and entered into this **1st day of January 2026**, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **HELLO HEART, INC.**

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services dated **January 1, 2024.**

**WHEREAS**, the County and the Contractor originally agreed to a Maximum Contract Expenditure for services in the amount of THREE HUNDRED SIXTY THOUSAND DOLLARS ($360,000.00) for fiscal year 2024, and

**WHEREAS**, the County and the Contractor subsequently extended the term and amended the Maximum Contract Expenditure in the amount of TWO HUNDRED TWENTY-FOUR THOUSAND DOLLARS ($224,000.00) for fiscal year 2025 ("First Amendment"); and

**WHEREAS**, the County and the Contractor now desire to extend the term and amended the Maximum Contract Expenditure in the amount of THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($355,000.00) for fiscal year 2026, and

**WHEREAS,** the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

**1. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is NINE HUNDRED THIRTY-NINE THOUSAND DOLLARS ($939,000.00). The amount of funds appropriated for this Second Amendment is THREE HUNDRED FIFTY-FIVE THOUSAND DOLLARS ($355,000.00) for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**2. TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on **January 1, 2024, and** terminate at 12:00 a.m. on **December 31, 2026.** 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.

**3.** The remainder of the Contract shall remain in full force and effect.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF,** the County and Consultant have executed this Amendment as of the date first above written.

**[HELLO HEART, INC.]**

**BY:** Lora Bastin

Lora Bastin

**TITLE:** Senior Director, Client Experience

**DATE:** 02/06/2026

**Signature of Notary Public Required:**

**STATE OF** Texas

**COUNTY OF** Collin

The foregoing instrument was acknowledged before me this 6th day of February, 2026, by Bruce Edward Denny,

Witness my hand and official seal

Notary Public

My commission expires: 03/16/2027

Bruce Edward Denny

ID NUMBER
134256534
COMMISSION EXPIRES
March 16, 2027

Electronically signed and notarized online using the Proof platform.

**THE BOARD OF COUNTY COMMISSIONERS**

**OF THE COUNTY OF DOUGLAS, COLORADO**

**By: _____**

**George Teal**

**Chair**

**ATTEST:**

**By: _____**

**Hayley Hall**

**Clerk to the Board, Clerk & Recorder**

**APPROVED AS TO CONTENT:**

**By: _____**

**Laura Leary**

**Human Resources Director**

**DATE: _____**

**APPROVED AS TO CONTENT:**

**By: _____**

**Doug DeBord**

**County Manager**

**DATE: _____**

**APPROVED AS TO FISCAL CONTENT:**

**By: _____**

**Christie Guthrie**

**Director of Finance**

**DATE: _____**

**APPROVED AS TO LEGAL CONTENT:**

**By: _____**

**Christopher Pratt**

**County Attorney**

**DATE: _____**

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Laura Leary, Human Resources Director

**DESCRIPTION:** 2026 Public Contract Amendment for Services with MJ Insurance, Inc. in the Amount of $150,000.00.

**SUMMARY:** The attached contract represents the 2026 Public Contract for Services Amendment for benefit consulting services provided to Douglas County related to strategic planning, annual renewal, RFP's and general maintenance of the employee health and welfare benefits programs.

**RECOMMENDED ACTION:** Request Board approval and signature of the 2026 Public Contract for Services Amendment with MJ Insurance Inc. for $150,000.00.

**REVIEW:**

| | | |
|---|---|---|
| Laura Leary | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
MJ Contract Amendment 2026

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Laura Leary, Human Resources Director

**DESCRIPTION:** 2026 Public Contract Amendment for Services with MJ Insurance, Inc. in the Amount of $150,000.00.

**SUMMARY:** The attached contract represents the 2026 Public Contract for Services Amendment for benefit consulting services provided to Douglas County related to strategic planning, annual renewal, RFP's and general maintenance of the employee health and welfare benefits programs.

**RECOMMENDED ACTION:** Request Board approval and signature of the 2026 Public Contract for Services Amendment with MJ Insurance Inc. for $150,000.00.

**REVIEW:**

| | | |
|---|---|---|
| Laura Leary | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

MJ Contract Amendment 2026

## PUBLIC CONTRACT FOR SERVICES

**THIS CONTRACT** ("Contract") is made and entered into this **January 1, 2026** ("Effective Date") by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and a **MJ Insurance, Inc. dba The MJ Companies,** (an Indiana corporation authorized to do business in Colorado (the "Contractor")). The County and the Contractor hereinafter collectively referred to as the "Parties" and individually to as a "Party."

## RECITALS

**WHEREAS**, the County is undertaking certain activities in connection with its employee benefit plans, policies, programs, and/or insurance coverages and intends to appoint a "broker of record"; 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:** Laura Leary, (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 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 accordance with recognized industry standards of care, skill, and diligence for the type of work being performed. 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:** In lieu of receiving commissions from County's insurance carriers, the Parties agree that Contractor shall be compensated via a fee-for-service ("Fee" or "Fees"), as set forth in Exhibit B, attached hereto and incorporated herein, during the Term hereof, in accordance with the terms set forth herein. If the County's insurance carrier is unable to net-out commissions payable in connection with a given policy, Contractor may, to the extent permitted by applicable law, collect and credit these amounts toward payment of the Fee.

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 **One Hundred Fifty Thousand Dollars ($150,000.00)** for fiscal year **2026**. 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 **January 1, 2026,** and terminate at 11:59 p.m. on **December 31, 2026**. By mutual written agreement of the Parties, this Contract can be extended for up to three (3) additional one-year terms, and 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/LIMIT OF LIABILITY:** 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, directly resulting from or arising from Contractor's negligent acts or omissions, fraud or willful misconduct in performing the services 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, fraud or willful misconduct of the County's commissioners, officials, officers, directors, agents, and employees.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN THIS SECTION 8 (above), EACH PARTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR.

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 County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the Contractor and/or its designated agents. The Contractor acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the Contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The Contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

10. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** 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, §§ 24-10-101 to 120, C.R.S., 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 specifically and exclusively for the County by the Contractor in connection with this Contract shall be the property of the County ("Work Product"). Contractor agrees that Work Product are hereby deemed to be a "work made for hire" as defined in 17 U.S.C. § 101. To the extent that any of Work Product do not constitute a "work made for hire", Contractor hereby irrevocably assigns to County, in each case without additional consideration, all right, title, and interest throughout the world in and to the Work Product. At Contractor's expense, Contractor shall execute all paperwork in a form reasonably acceptable to Contractor and perform such actions reasonably necessary to secure County's rights in the Work Product. Notwithstanding anything to the contrary set forth in this Contract, Contractor will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by Contractor prior to the commencement of, or developed or acquired by us during (without reference to County's Confidential Information) or after, the performance of the services, including without limitation, all systems, software, specifications, documentation and other materials created, owned or licensed and used by Contractor or our subcontractors in the course of providing the services (the "Intellectual Property"), and we shall not be restricted in any way with respect thereto. For clarity, Work Product is not Contractor's Intellectual Property. To the extent any Work Product incorporates any Intellectual Property, we hereby grant you a non-exclusive, non-transferable right to use such Intellectual Property solely for purposes of utilizing the Work Product internally in accordance with the terms of this Contract.

14. **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 thirty (30) days before the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with this Contract for any work completed pursuant to the terms of this Contract prior to the date 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.

15. **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<br>Attn: Laura M. Leary<br>Human Resources Director<br>100 Third Street<br>Castle Rock, CO 80104<br>Phone: (303) 663-6173<br>Facsimile: (877) 288-0401<br>E-mail: HR@douglas.co.us |
| with a copy to: | Douglas County Attorney's Office<br>100 Third Street, 3rd Floor<br>Castle Rock, CO 80104<br>Telephone: (303) 660-7414<br>Facsimile: (303) 688-6596 |
| and by the County to: | MJ Insurance, Inc. dba The MJ Companies<br>Attention: Bryan J. Gross, VP of Legal + Compliance<br>571 Monon Blvd.,<br>Carmel, IN 46032<br>Telephone: (317) 805-7531<br>E-mail: corporatedocuments@themjcos.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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. 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:

1st This Contract, Sections 1 through 29
2nd Request for Proposal (if applicable)
3rd Exhibit C - Insurance Requirements
4th Exhibit A - Scope of Services
5th Exhibit B - Method of Payment
6th Response to Request for Proposal (if applicable).
7th Exhibit D – Business Associate Agreement

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. PERSONAL DATA:** For purposes of this Contract, County is a Covered Entity and Contractor is a Business Associate as those terms are defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Accordingly, the terms and conditions of Exhibit D, the Business Associate Agreement ("BAA"), are incorporated herein by reference. To the extent not pre-empted, excepted or exempted by HIPAA, Parties must comply with all applicable provisions of HB 18-1128 regarding "Personal Identifying Information" as defined in C.R.S. § 6-1-713(2)(b) and C.R.S. § 24-73-101(4)(b) and to "Personal Information" as defined in C.R.S. 24-73-103(1)(g). Personal Identifying Information and Personal Information are referred to collectively herein as "Personal Data." Compliance shall include, without limitation:

Adopting and enforcing a written policy governing the destruction of electronic and paper documents containing Personal Data. The written policy must, at a minimum, require that when electronic or paper documents containing Personal Data are no longer needed, such documents will be destroyed by shredding, erasing or otherwise modifying the Personal Data so as to make it unreadable or indecipherable through any means;

Implementing and maintaining reasonable security procedures designed to protect Personal Data from unauthorized access, use, modification, disclosure or destruction. Such procedures must be appropriate in light of the nature of the Personal Data that is provided to the Party and the nature and size of the Party's business and operations;

Providing immediate written notification to the Authorized Representative in the event a Party becomes aware that an unauthorized acquisition of Personal Data compromising the security, confidentiality or integrity of the Personal Data (hereinafter, a "Security Breach") has or may have occurred. The Party shall promptly and in good faith conduct an investigation to determine the likelihood that Personal Data has been or will be misused and shall coordinate with and promptly report the results of such investigation to the Authorized Representative, as requested.

Providing prompt written notification to affected Colorado residents, but in no event later than thirty (30) days after the date of determination that a Security Breach occurred, in accordance with the provisions of House Bill 18-1128; and

To the extent applicable, requiring any third-party service providers, as defined in C.R.S. § 6-1-716(i) and C.R.S. § 24-73-103, implement and maintain reasonable security procedures and practices appropriate to the nature of the Personal Data disclosed to the third-party service provider and reasonably designed to help protect the Personal Data from unauthorized access, use, modification, disclosure or destruction.

**29. MISC. TERMS**: Contractor's work product and services provided in connection with the Work (e.g., reports, summaries, quotes, analyses, recommendations, guidance, marketing, communications, compliance alerts, project deliverables, etc.) are highly dependent upon the accuracy, completeness, and timeliness of the data or information that Contractor periodically requests from County or its employees, officers, directors, representatives, vendors, contractors, or subcontractors thereof.

Contractor will use the information or data supplied by County or on County's behalf and Contractor shall not be required to independently verify the accuracy, completeness, or timeliness of such information, nor shall Contractor be responsible for any delays or liability arising from missing, delayed, incomplete, inaccurate or outdated information that County supplied to Contractor or its subcontractors.

County is solely responsible for accepting or rejecting the placement of insurance carriers, third-party service providers, or other plan vendors.

Contractor does not act on behalf of any insurer or other third-party vendor, is not bound to utilize any particular insurer or third-party vendor, nor does it have the authority to make binding commitments on behalf of any insurer or third-party vendor. Contractor does not act on any representation or warranty that a coverage or service can be placed on terms acceptable to County or County's employees and dependents. Contractor is not responsible for an insurance carrier's solvency or ability to pay claims or for the solvency or ability of any plan service provider to provide services.

**CONTRACTOR IS NOT A FIDUCIARY FOR THE COUNTY'S BENEFITS PLAN(S). CONTRACTOR DOES NOT PROVIDE LEGAL, ACCOUNTING, TAX, EMPLOYMENT, OR INVESTMENT ADVICE.**

## Exhibit A
## SCOPE OF WORK

**Strategic Planning**

- Assist the County in short and long-term employee benefits strategic planning with a focus on cost, innovation and cultural fit
- Conduct an actuarial analysis of different strategic scenarios to best understand the financial impact on the County
- Support the evaluation of alternative strategies in order to help the County best select the most appropriate strategy for business and human capital needs
- Participate in County Board presentations as needed
- Provide information regarding trends and benchmarks in the benefits field
- Access to Aperture reporting to provide the County with program data driven oversight
- Helps the County create and maintain a competitive benefit program through ongoing review, validation and modification of the goals and objects of the benefit program
- Assist the County to create and maintain a competitive (cost and plan design) benefit program and provide benchmark data from like public entities
- Advise the County of market and business trends affecting the County employees and providing guidance toward

**Underwriting/Actuarial**

- Calculate rates and budget projections
- Analyze large claims
- Validate rates needed to cover insured plan liabilities
- Project effect of possible benefit changes on plan costs
- Assist the county by pricing and analyzing benefit change options for employee groups
- Analyze renewal action of vendors and negotiate favorable terms for the County
- Project effect of employee contribution changes on participants and renewal costs
- Modeling healthcare reform impacts
- Collect claims experience and participation data from vendors and the County, provide detailed quarterly reporting and analysis, meet quarterly (more often if needed) to review data, and bring forth recommendation to impact claims – as available based on carrier and funding arrangements
- Estimate plan incurred but not reported (IBNR) liabilities

**Vendor Management**

- Negotiate contracts, services, performance standards and renewals with vendors
- Review pertinent vendor contracts and other legal documents to ensure they accurately reflect negotiated benefits, services and terms
- Develop and manage vendor process and program improvement initiative
- Review carrier service levels and compare performance guarantees
- Participate in semi-annual vendor service meetings
- Attend open enrollment/benefits fairs as needed

**Compliance**

- Provide updates on pertinent proposed and enacted benefits legislation, including PPACA
- Monitor emerging trends in benefits and funding legislation
- Proactively provide guidance and application of legislative impact to benefit programs
- Research and answer questions regarding state and federal benefits regulations
- Provide support in the preparation of reports and leadership presentations
- Assist in answering questions related to COBRA and HIPAA

**Seminars and ongoing staff training**

- Access to all seminars, roundtables, executive forums, webcasts and symposiums
- One-on-one visits with experts from specialty practices, as requested

**Competitive Bidding/Marketing Plans**

- Identify potential vendors by comparing their services, pertinent experience, networks and financial strength
- Prepare bid specifications, request proposals and answer vendor questions
- Advise on alternate funding approaches
- Negotiate favorable proposal from vendors
- Analyze proposal and present marketing results to the County
- Arrange for interview and on-site visits with vendor finalists
- Assist the County in selection of vendors and implement new plans
- Review contract terms and establish appropriate performance guarantees

**Wellness and Health Improvement**

- Evaluate opportunities for wellness intervention programs
- Identify proper risk measurement and management tools
- Develop wellness program strategy
- Conduct wellness vendor reviews and select vendors
- Leverage vendor capabilities
- Conduct Health Management Assessment Survey and provide results compared to best practice

**Employee Communications** (printing, postage and/or shipping is not included)

- Webinars
- In Person Events
- Open Enrollment
- Year-Round Education

## Exhibit B
## METHOD OF PAYMENT

### Core Service Compensation*

Effective January 1, 2026, Douglas County will compensate the Consultant on a fee basis to be paid in equal quarterly installments. Pursuant to requirements in Section 6, the following total annual payments will be made to the Contractor in equal quarterly installments:

| | | |
|---|---|---|
| January- December 2025 | $150,000 | (Quarterly Installments of $37,500) |
| January- December 2026 | $150,000 | (Quarterly Installments of $37,500) |
| January- December 2027 | $154,500 | (Quarterly Installments of $38,625) |
| January- December 2028 | $159,135 | (Quarterly Installments of $39,783.75) |
| January- December 2029 | $163,910 | (Quarterly Installments of $40,977.50) |

### Optional Services Compensation

Other optional services or specially requested services will be performed at a cost agreed to in writing between the Parties before performance.

### Contingent Compensation

MJ may enter into arrangements with certain insurance carriers or plan vendors under which additional compensation may be earned but not readily calculated at the time this contract or arrangement is executed, renewed, or extended. Such compensation is generally calculated at end of the calendar year and may be contingent upon such factors as the overall volume, retention, growth, and profitability of the total business placed by MJ with the particular insurance carrier or service provider during a specified measurement period (e.g., bonus or override programs). Accordingly, this contingent compensation may not be solely related or allocable to a particular client or plan.

## 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 ISO CG 20 01 04 13 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 a 30-day 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

**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.

**MJ INSURANCE, INC. dba THE MJ COMPANIES**

**BY:** Brian Stoll (Feb 3, 2026 16:07:29 MST)

**Printed Name** Brian Stoll

**Title:** CFO

**DATE:** 02/03/2026

**ATTEST: (if a corporation)**

Brittany Dickemeyer

**Title:** HR Specialist

**Signature of Notary Public Required:**

**STATE OF** Indiana

**COUNTY OF** Hamilton

**The foregoing instrument was acknowledged before me this** 3rd **day of** Feb **, 2026, by** Brian Stoll **.**

**Witness my hand and official seal**

Emily Daugherty

**Notary Public**

**My commission expires:** 11/28/2030

EMILY DAUGHERTY NOTARY PUBLIC SEAL HAMILTON COUNTY, STATE OF INDIANA COMMISSION NUMBER NP0725205 MY COMMISSION EXPIRES 11-28-30

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

**THE BOARD OF COUNTY COMMISSIONERS**

**OF THE COUNTY OF DOUGLAS, COLORADO**

**By: _____**

**George Teal**

**Chair**

**ATTEST:**

**By: _____**

**Hayley Hall**

**Clerk to the Board, Clerk & Recorder**

**APPROVED AS TO CONTENT:**

**By: _____**

**Laura Leary**

**Human Resources Director**

**DATE: _____**

**APPROVED AS TO CONTENT:**

**By: _____**

**Doug DeBord**

**County Manager**

**DATE: _____**

**APPROVED AS TO FISCAL CONTENT:**

**By: _____**

**Christie Guthrie**

**Director of Finance**

**DATE: _____**

**APPROVED AS TO LEGAL CONTENT:**

**By: _____**

**Christopher Pratt**

**County Attorney**

**DATE: _____**

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Ruby Richards, Deputy Director

**DESCRIPTION:** Lifelong, Inc. Contract- Second Amendment with the Department of Human Services in the Amount of $240,000.00.

**SUMMARY:** The Department of Human Services (Department) entered into a Scope of Services Agreement (SOSA) with Lifelong, Inc. for Child Welfare services in the amount of $95,000.00 for the term of June 1, 2025 through May 31, 2026. On November 18, 2025, the Department executed a First Amendment increasing the maximum contract liability to $190,000.00.

Due to increased service demands and extended case involvement, largely associated with cases involving domestic violence, the Department is seeking Commissioner-level spending authority to approve a Second Amendment increasing the maximum contract liability by $50,000.00, for a revised total not to exceed $240,000.00 for the balance of the contract term.

**RECOMMENDED ACTION:** Approve and sign.

**REVIEW:**

| | | |
|---|---|---|
| Ruby Richards | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/20/2026 |
| Christie Guthrie | Approve | 2/20/2026 |
| Doug DeBord | Approve | 2/20/2026 |

**ATTACHMENTS:**

Cover Page
DC-SOSA- Lifelong 2025-2026- 2nd Amendment

**MEETING DATE:** February 24, 2026

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**REVIEW:**

| | | |
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| Ruby Richards | Approve | 2/11/2026 |
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| Doug DeBord | Approve | 2/20/2026 |

**ATTACHMENTS:**

DC-SOSA- Lifelong 2025-2026- 2nd Amendment

Docusign Envelope ID: ECF57545-B23D-4786-A322-573A376E452C

# SECOND AMENDMENT TO EXHIBIT A
# SCOPE OF SERVICES AGREEMENT 2025-2026
# LIFELONG, INC.

**THIS SECOND AMENDMENT TO SCOPE OF SERVICES AGREEMENT 2025-2026** (the "Second Amendment"), is made and entered into as of this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **LIFELONG, INC.**, authorized to do business in Colorado (the "Contractor"). The County and Contractor are sometimes collectively referred to herein as the "Parties."

## RECITALS

**WHEREAS**, the Parties entered into a certain Master Service Agreement dated June 5, 2025, (the "MSA") with Term from June 1, 2025, through May 31, 2028; and

**WHEREAS** the Parties entered into a certain Scope of Services Agreement dated June 10, (the "SOSA") for the Contractor to provide Human Services Client and Staff Services per RFQ #043-22, with maximum contract liability in the amount of $95,000.00 and Term from June 1, 2025, through May 31, 2026; and

**WHEREAS**, the County entered into a First Amendment to Exhibit A Scope of Services Agreement on November 18, 2025, (the "SOSA") to increase the maximum contract liability by $95,000.00 for a total amount of $190,000.00; and

**WHEREAS,** the Parties have agreed to amend the SOSA a second time by increasing the maximum contract liability by $50,000.00 for a total amount of $240,000.00; and

**WHEREAS**, the Parties have determined that additional clarifications are needed and the County has budget and appropriated the necessary funds to satisfy the financial obligations set forth in the MSA.

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

1. The first paragraph of Section 4 of the MSA is hereby amended to read:

3. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **two hundred forty thousand dollars and zero cents ($240,000.00)** for the Term. Payment terms are as described in Exhibit A2. The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

Docusign Envelope ID: ECF57545-B23D-4786-A322-573A376E452C

2. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the MSA, First Amendment, and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the MSA otherwise is unmodified and remains in full force and effect. Each reference in the MSA to itself shall be deemed also to refer to this Second Amendment.

3. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the MSA.

(Remainder of Page Intentionally Blank)

Docusign Envelope ID: ECF57545-B23D-4786-A322-573A376E452C

**IN WITNESS WHEREOF**, the County and Contractor have executed this Second Amendment as of the date first above written.

**LIFELONG, INC.**

Signed by:

**BY:** Lindsey Spraker
Lindsey Spraker, Director

**DATE:** 2/2/2026

docusign

## Certificate Of Completion

Envelope Id: ECF57545-B23D-4786-A322-573A376E452C
Status: Completed
Subject: Complete with Docusign: DC- SOSA 2nd Amendment- Lifelong 25-26
Contract Type: Public Services Agreement
Tuition Reimbursement Application:
Source Envelope:
Document Pages: 3
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Madeleine Daly
100 Third St.
Castle Rock, CO 80104
mdaly@douglas.co.us
IP Address: 67.135.160.230

## Record Tracking

Status: Original
2/2/2026 11:09:04 AM
Holder: Madeleine Daly
mdaly@douglas.co.us
Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Lindsey Spraker<br>lindsey@lifelonginc.com<br>Director of Operations/Owner<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Lindsey Spraker<br>18FC66D64FB5447...<br><br>Signature Adoption: Pre-selected Style<br>Using IP Address:<br>2601:283:4f01:3aa0:31cc:bcb2:e85b:fc1f | Sent: 2/2/2026 11:12:41 AM<br>Viewed: 2/2/2026 11:35:18 AM<br>Signed: 2/2/2026 11:35:31 AM |

**Electronic Record and Signature Disclosure:**
Accepted: 2/2/2026 11:35:18 AM
ID: 4c996528-1383-4272-9455-83140d9db4d2

| In Person Signer Events | Signature | Timestamp |
|---|---|---|

| Editor Delivery Events | Status | Timestamp |
|---|---|---|

| Agent Delivery Events | Status | Timestamp |
|---|---|---|

| Intermediary Delivery Events | Status | Timestamp |
|---|---|---|

| Certified Delivery Events | Status | Timestamp |
|---|---|---|

| Carbon Copy Events | Status | Timestamp |
|---|---|---|

| Witness Events | Signature | Timestamp |
|---|---|---|

| Notary Events | Signature | Timestamp |
|---|---|---|

| Envelope Summary Events | Status | Timestamps |
|---|---|---|
| Envelope Sent | Hashed/Encrypted | 2/2/2026 11:12:41 AM |
| Certified Delivered | Security Checked | 2/2/2026 11:35:18 AM |
| Signing Complete | Security Checked | 2/2/2026 11:35:31 AM |
| Completed | Security Checked | 2/2/2026 11:35:31 AM |

| Payment Events | Status | Timestamps |
|---|---|---|

| Electronic Record and Signature Disclosure |
|---|

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Zach Burns, Fairgrounds Manager, Facilities, Fleet & Emergency Support Services

**DESCRIPTION:** Contract and Purchase Order for the 2026 Douglas County Fair & Rodeo Concert Headliner in the Amount of $150,000.00.

**SUMMARY:** Staff recommends approval of the Agreement and Purchase Order with Sarepta, Inc. for Trace Adkins' headliner performance at the 2026 Douglas County Fair & Rodeo opening concert. The Contract includes a guaranteed payment of $150,000.00.

Staff collaborated with Romeo Entertainment Group-awarded IFB #061-23 for Concert Production Services-to identify potential performers for the July 24, 2026, concert. Due to budget constraints and venue capacity, the list of available artists was limited. After outreach to several candidates, the staff received a verbal commitment from Trace Adkins.

On December 12, 2025, the Board of County Commissioners (BOCC) approved proceeding with contract negotiations with Romeo Entertainment to secure a headliner for the 2026 Fair & Rodeo.

**RECOMMENDED ACTION:** Approval of Agreement and Purchase Order to Sarepta, Inc. for Trace Adkins totaling $150,000.00.

**REVIEW:**

| | | |
|---|---|---|
| Tim Hallmark | Approve | 2/18/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
Trace Adkins contract
Castle Rock
CO 2026

**MEETING DATE:** February 24, 2026

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| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Trace Adkins contract
Castle Rock
CO 2026

Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596

PURCHASER'S ADDENDUM IS ATTACHED & INCORPORATED HERETO

as amended

**Artist Name : Trace Adkins**

THIS CONTRACT made on Tuesday, 09 day of December Year 2025 between Trace Adkins (herein referred as Artist) and Douglas County Fair & Rodeo (herein referred as Purchaser). Both parties are aware that Action Entertainment Collaborative is acting as the agent between both parties.

**Show Date(s):** 24-Jul-2026 Friday
**Venue Name:** Douglas County Fair & Rodeo
**Venue Address:** 500 Fairgrounds Rd.
Castle Rock, CO 80104
**Venue Phone:** 402-359-1010
**Venue Website:** https://douglascountyfairandrodeo.com/
**Age Limit:** All Ages
**Radius Clause:** 150 Miles; From announce until ~~30~~ 45 days following the engagement unless approved in writing.

see addendum #4

Artist / Producer shall not perform publicly or advertise any performance within a radius of 150 miles from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running 45 days following the Performance Date and shall not announce, leak, or advertise any performance within a radius of 150 miles from the Location listed above until the Engagement is sold out or the Performance Date has passed, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld.

**Position:** 100% Headline
**Billing:** Headline
**Show Lineup:** Trace Adkins, Approved Support TBD
**Number of Sets:** 1
**Set Length:** 75-90 Minutes ~~Approx.~~
**Show Time:** 7:30 PM
**Performance Time:** 9:00 PM
**Covered:** yes **Outdoor:** yes
**Turnhouse:** no **Private Show:** no
**Music Merch:** **Artist % :** 90 **House % :10**
**Soft Merch:** **Artist % :** 80 **House % :20**
**Who Sells:** Artist
**Accommodations:** None

SEE ADDENDUM #3--If the artists needs festival assistance on merch selling the artist is responsible for paying a minimum of $150 to merch seller.
-Artist is responsible for sales tax in relation to merch sales.

**Terms**

THE ARTIST MAY BE SUBJECT TO LOCAL, STATE OR FEDERAL INCOME OR SIMILAR TAXES REQUIRED BY ANY GOVERNMENTAL AUTHORITY EXERCISING CONTROL OR TAXING AUTHORITY OVER THIS EVENT.

**Total Amount of Contract:** $150,000.00 USD

EXISITNG EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

WITHIN A 30 MILE RADIUS OF VENUE ONLY

**Terms :** plus sound, lights, local ground transportation, hospitality and catering per rider and advance, and all other rider requirements. AS AMENDED

immediately following show on

NO ALCOHOL, BUS STOCK OR AFTER SHOW FOOD PROVIDED.

**~~Deposits are to be made payable to : Action Entertainment LLC by Cashier's/Certified Check or Money Order~~.**
**BALANCE is due ~~UPON DEMAND~~ day of show in ~~Cash or Cashier's Check~~ and made payable to Sarepta, Inc.. NO PERSONAL CHECKS WILL BE ACCEPTED without prior written agreement from AEC or Artist Management.**

EVENT CHECK

**Additional Provisions on Contract :** - Full balance of $150,000.00 due Day of Show ~~upon Artist's request~~ immediately following show
- Purchaser requests a Meet & Greet for a maximum of (30) people. Meet & Greet to be mutually agreed upon and confirmed during Advance per all current and Day of Show COVID-19 guidelines and Doctor's approval.
- Per Clause (7) in Additional Terms and Conditions, ~~Artist will be paid rain or shine.~~ as amended. SEE ADDENDUM #10 AND #11
- Purchaser requests Artist to sign a Purchaser-provided guitar for promotional use. Artist must approve all items to be signed.
- Purchaser must provide a backstage office with (2) tables w/chairs and waste basket. This room is for the exclusive use of Artist's Production Manager and Tour Manager. If no production offices are available on-site, Purchaser must provide, at not cost to Artist, a climate controlled production trailer suitable for six (6) people. Production trailer must be approved in writing by Artist Management prior to performance date.
- All Marketing/Ticketing as well as Announce/On-Sale schedules must be approved in advance by mtheory. Please reach out to Kayleigh Allen (kayleigh@mtheory.com) to coordinate your Announce and On-Sale plans. Once the Announce and On-Sale plans are confirmed, they will provide all marketing and ticketing information needed.
- PLEASE NOTE: Signed contract and deposit payment must be received before proceeding with mtheory unless approved in writing by AEC.
- Although catered meals are preferred by Artist, if venue/promoter elects to do a mandatory catering buyout, $4,500 cash will be provided to Tour Manager day of show upon Tour Manager's request.

**This engagement is not to be advertised or publicized in any manner or form until this contract is fully processed and signed by both parties or without written approval from Kaitlyn Moore of mtheory or Action Entertainment Collaborative. This contract may become void if Purchaser fails to sign and return same within fourteen(14) days of date issued.**

**We acknowledge and confirm that we have read and approved the terms and conditions set forth in this contract. Riders attached hereto are hereby made a part hereof.**

**Purchaser :** Douglas County Fair & Rodeo
**Signatory :** Zach Burns

**Signature :** _____

**Address :** c/o Romeo Entertainment Group, 565 Marriott Drive #100
Nashville, TN 37214
**Phone :** 402-359-1010
**Email :** mgramm@romeoent.com

**Artist Company :** Sarepta, Inc.
**Signatory :** Greg Baker

**Signature :** _____

**Address :** c/o Action Entertainment Collaborative
Nashville, TN 37212
**Phone :** (615) 208-9596
**Email :** greg@twangmgmt.com
**Agent :** Nick Meinema

-CANCELLATION: SEE ADDENDUM #2
-INSURANCE: SEE ADDENDUM #8
--Event will NOT pay for publicity materials
-Event does NOT list artist or their parties as additional insured
-The Fully Executed Contract must be returned to Romeo Entertainment Group at least 30 days prior to the date of the engagement in order for checks to be processed in time for payment to the artist on day of show.
-A Current rider must be issued with the contract, as no new updated artist rider will be signed and returned after the original contract and rider are issued.
-Client requests Artist interviews, radio and video liners, meet and greet passes for contest winners and merchandise giveaways.
-Any radio welcomes or presents to be mutually agreed upon.
-Artist sponsorship needs will be accommodated, within reason, per advance.
-Artist will be responsible for paying cleaning fee of up to $700 if they smoke in, trash, or otherwise cause damage to any provided artist trailer, if one is provided, or any dressing rooms or green rooms at the venue.
-Venue reserves the right to permit the Stage sponsor to place certain signage around or adjacent to the stage during the Artist's performance. Sponsor signage represents stage and/or event sponsorship and is not connected specifically to Artist. Terms of any Artist's sponsorship are to be negotiated upfront with Buyer. Artist agrees to assist in promotions and marketing for event as their schedule allows. Venue requests Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Artist shall do a post upon announcement of the show and a post the week of the show on all social networks that the Artist is on. Artist shall provide a 15-30 second announcement video liner.

Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596

**(Wire Instructions)**

**For Credit to (Beneficiary):**

Action Entertainment Collaborative
1617 17th Ave South
Nashville, TN 37212

**Receiving Bank:**

Bank : **First Horizon Bank**

Account Number : **220003647770**
Routing Number : 084000026
Bank Address :
1 Music Circle South Suite 330
Nashville TN 37203

**Special Instructions:**

Please reference Artist, City, and Show Date(s) when sending a deposit.

*Purchaser's Addendum Attached and Incorporated Hereto*

Nashville:
1617 17th Ave South
Nashville, TN 37212
P: (615) 208-9596
nick.meinema@action-ent.com

**Additional Terms and Conditions**

1. Force Majeure: See Addendum #10

In the event of Artist illness or serious injury, or if a performance is prevented, rendered impossible or infeasible by an Act of God, any act or regulation of any public authority or bureau, civil tumult, strike, epidemic, interruption or delay of transportation services, war conditions, emergencies, or any other similar or dissimilar cause beyond the control of either Artist or Purchaser (each a "Force Majeure Occurrence") it is understood and agreed by the parties that there shall be no claim for damages by either party against the other and each party's obligations hereunder shall be deemed waived and any deposit monies paid to Artist by Purchaser shall be refunded to Purchaser. ~~Notwithstanding the foregoing, if Artist's performance is prevented by a Force Majeure Occurrence, but Artist is present, ready, willing and able to render its services in accordance with the terms hereof, then Purchaser shall pay Artist the full amount of the Artist Guarantee.~~ Parties acknowledge that they are entering into this Agreement during a pandemic. ~~Therefore, the presence of COVID-19 by itself in the show market shall not be considered a Force Majeure event under this Agreement. If Purchaser unilaterally cancels the Performance contract as a result of COVID-19 Artist shall be entitled to prompt payment of the Guarantee in full.~~ See Addendum #17

2. Reproduction of Performance:

professionally

still non-professional photos permitted by audience

Purchaser shall not authorize anyone under its control nor any third party to record, stream, broadcast, televise, photograph or otherwise reproduce the audio, visual and/or audio-visual performance, in whole or in part, rendered by Artist hereunder without Artist's prior written approval, which may be withheld for any reason. If Purchaser televises the performance hereunder on a jumbotron or similar screen during Artist's performance, then any and all tapes or other recordings - physical, digital or other - created for purposes of such real-time broadcast, shall be surrendered by Purchaser to Artist at the completion of Artist's performance. unless mutually agreed upon in writing. See Addendum #15

3. Merchandise: See Addendum #3

Artist shall have the exclusive right to sell souvenir programs, ballet books, photographs, records and any and all types of merchandise including, but not limited to, articles of clothing (i.e. T-shirts, hats, etc.), posters, stickers, etc. on the premises of the place(s) of performance ~~without any participation in the proceeds by PURCHASER subject, however, to concessionaire's requirements, if any.~~

other than existing sponsors

4: Name and Likeness:

Artist to have full control over Artist's name, likeness, and all associated data. Purchaser, or any party under control of the purchaser, shall not endorse, promote, or otherwise advertise Artist unless agreed upon in writing by all parties prior to the performance date.

after granting the Purchaser a reasonable opportunity to cure said breach, such cure not to occur later than within a reasonable time prior to performance.

5. Termination: See Addendum #12.

In the event Purchaser refuses or neglects to provide any of the items or to perform any of its obligations herein stated, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform the contract, shall retain any amounts theretofore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth. ~~In addition, if, on or before the date of any scheduled performance, Purchaser has failed, neglected, or has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to demand the payment of the guaranteed compensation forthwith. If Purchaser fails or refuses to make such payment forthwith, Artist shall have the right to cancel this engagement by notice to Purchaser to that effect, and to retain any amounts theretofore paid to Artist by Purchaser and Purchaser shall remain liable to Artist for the agreed price herein and forth.~~ See Addendum #2

In the event Producer/Artist breaches this Agreement and fails to cure after a reasonable period of time, Purchaser may terminate this Agreement without penalty and Producer/Artist shall immediately return all monies to Purchaser without limiting Purchaser's remedies due to such breach. See Addendum #12.

upon mutual agreement with Purchaser

6. Controlling Authority:

Artist shall have ~~the sole and exclusive~~ control over the production, presentation and performance of the engagement hereunder including, but not limited to the details, means and methods of the performance of the performing artists hereunder, and Artist shall have the sole right to make changes to the performing personnel.

so long as Artist is in the city of the Engagement and is ready, willing, and able to perform. See Addendum #11.

7. Weather: See Addendum #11

Inclement weather rendering performance impossible, infeasible or unsafe shall not be deemed a Force Majeure Occurrence and payment of the full amount of the Artist Guarantee shall be made by Purchaser to Artist notwithstanding. ~~If Artist is present, ready, willing and able to render its services as contracted hereunder, irrespective of weather, the full amount of the Artist Guarantee shall be paid by Purchaser to Artist.~~

8. Cancellation: See Addendum #2

~~Unless stipulated by the parties to the contrary, in writing, Purchaser agrees that Artist may cancel the engagement hereunder without liability~~

by giving Purchaser written notice thereof as least thirty (30) days prior to the date of performance. Artist shall have the right to terminate this Agreement without liability to Purchaser if Purchaser fails to sign and return the Agreement within ten (10) days of Purchaser's receipt thereof.

9. Independent Contractor:

It is agreed that Artist signs this contract as an independent contractor and not as an employee. This contract shall not, in any way be construed so as to create a partnership, or any kind of joint undertaking or venture between the parties hereto, nor make provisions hereof or otherwise.

10. Authority for Inconsistencies: See Addendum #1

In the event of any inconsistency between the provisions of this contract and the provisions of any riders, addenda, exhibits or any other attachments hereto, the parties agree that the provisions most favorable to Artist and Artist shall control.

11. Indemnification: See Addendum #14

outside

Purchaser hereby indemnifies and holds Artist, as well as their respective agents, representatives, principals, employees, officers and directors, harmless from and against any loss, damage or expense, including reasonable attorney's fees, incurred or suffered by or threatened against Artist or any of the foregoing in connection with or as a result of any claim for personal injury or property damage or otherwise brought by or on behalf of any third party person, form or corporation as a result of or in connection with the engagement, which claim does not result from the active negligence of the Artist.

12. Dispute Resolution:

COLORADO

This Agreement and all questions arising hereunder shall be governed by, and construed in accordance with, the laws and decisions of Tennessee without giving effect to the principles thereof relating to conflicts of law. Each of the parties hereto (a) irrevocably agrees that the Federal Courts located in the State of Tennessee or the State Courts of Tennessee, as applicable, shall have sole and exclusive jurisdiction over any suit or other proceeding arising out of or based upon this Agreement, (b) submits to the venue and jurisdiction of such courts and (c) irrevocably consents to personal jurisdiction by such courts.

13. Conflict:

Nothing in this Agreement shall require the commission of any act contrary to law or to any rules or regulations of any union, guild or similar body having jurisdiction over the services and personnel to be furnished by the Purchaser to Artist hereunder. If there is a conflict between any provision of this Agreement and any law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified and/or limited only to the extent necessary to eliminate such conflict. Artist agrees to comply with all regulations and requirements of any union(s) that may have jurisdiction over any of the said materials, facilities, and personnel to be furnished by Purchaser, of which Artist is advised by Purchaser, in writing, prior to arrival at the performance venue.

14. Action Entertainment LLC as Agent:

Action Entertainment LLC acts herein only as agent for Artist and is not responsible for any act of commission or omission on the part of Artist or purchaser. In furtherance thereof and for the benefit of Action Entertainment LLC, it is agreed that neither purchaser nor Artist will name or join Agency as a party in any civil action or suit arising out of; in connection with, or related to any act(s) of commission or omission of purchaser or Artist. unless such acts are due to the negligence Action Entertainment LLC or Action Entertainment LLC's employees

15. Assignment:

This Agreement: (a) shall not be assigned or transferred without the written consent of both parties; (b) contains the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and, (c) may not be amended, supplemented, varied or discharged, except by a written instrument, signed by both parties. The person executing this Agreement on Purchaser's behalf warrants his/her authority to do so. The terms, 'Purchaser' and 'Artist' as used herein shall include and apply to the singular, the plural and all genders.

16. Counterparts:

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties. The parties agree that transmission to the other party of this Agreement with its facsimile signatures shall suffice to bind the party transmitting the same to this Agreement in the same manner as if an original signature had been delivered. Without limitation of the foregoing, each party who transmits this Agreement with its facsimile signature covenants to deliver the original thereof to the other party as soon as practicable thereafter.

17. Waiver:

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach or covenant shall not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing and signed by the party waiving its rights.

18. Confidentiality:

The terms of this Agreement, as well as correspondence and documentation related to this Agreement, are confidential to the parties and may not be disclosed to any third parties without the prior written consent of the parties hereto, except as disclosure may be required to professional advisors or by law or court order, or for carrying out the purposes of this Agreement. Further, the parties shall treat as confidential all information, data and documents acquired by each other relating to the business affairs of the other, except as such information may already be in the public domain. Notwithstanding anything to the contrary contained herein, if Artist is subject to a recording contract which mandates disclosure of show- and touring-related information and documentation to the record label as part of that contract, then any disclosures made by Artist (or Artist's agent or representative) in compliance therewith (including, without limitation, this Agreement and documentation ancillary hereto), shall be permitted and shall not be deemed a breach of the confidentiality provision(s) hereof by Artist (or Artist's agent or representative).

19. Security and Insurance: See Addendum #8

(a) Purchaser agrees to provide security personnel and take all security measures to ensure the safety of Artist at all times during the engagement hereunder. Purchaser's failure to provide such security and/or to ensure Artist's safety shall be a material breach of this Agreement and governed by the terms of Paragraph ~~4~~ 5 herein, after granting the Purchaser a reasonable opportunity to cure said breach, such cure not to occur later than within a reasonable time

(b) On the date of the contracted performance and through completion of Artist's load-out, Purchaser shall have valid, current and appropriate commercial general liability insurance with limits of no less than $1,000,000 per occurrence to cover its liability as noted above, ~~and worker's compensation insurance for Purchaser's employees~~ in accordance with legal requirements. As soon as reasonably possible after execution hereof, Purchaser shall provide Artist with a certificate evidencing the above insurance. upon request

20. Licenses: See Addendum #8

Purchaser shall be responsible for acquiring all licenses, permits and authorizations required to be obtained for this performance, including without limitation, any and all union, guild, music publisher, record company, performing rights society and public authority permissions, consents and licenses. All such licenses, permits and authorizations shall be valid and in effect throughout the Term of this Agreement and shall specifically cover any and all performance(s) hereunder. required

21. Limitation of Liability: See Addendum #13

Notwithstanding anything to the contrary contained herein: (i) in no event shall either party be liable for any incidental, special or consequential damages (including, without limitation, any lost profits or loss of business, whether foreseeable or not), occasioned by any cause whatsoever; and (ii) in no event shall Artist's liability to Purchaser hereunder exceed the amount of the deposits and/or fees paid to Artist hereunder. unless such damages are due to the negligence Artist's or Artist's employees

# CONTRACT ADDENDUM

**Producer: Sarepta, Inc.** **Buyer: Douglas County Fair & Rodeo**

**Performance Date: Friday, July 24, 2026** **Location: Castle Rock, CO**

1. **CONFLICT WITH CONTRACT**: All terms of this Addendum shall supersede any conflicting terms in the Contract and Producer/Artist Rider, solely to the extent of conflict.

2. **CANCELLATION:** There are no cancellation privileges for this contract by either party unless such cancellation is due to a material breach of the contract, force majeure, or inclement weather.

3. **MERCHANDISING:** Except as may otherwise be stated in the agency-issued agreement ("Contract Face"), Producer shall pay twenty percent (20%) of merchandise sales to venue, less any tax, however Producer shall only be required to pay ten percent (10%) to venue for sales derived from cd's/dvd's and books, less any tax and Producer shall provide all necessary sellers. Credit Card Fees shall be an expense deducted from the Gross at the actual credit card rate and no more than 3.5%.

4. **RADIUS PROTECTION FOR PERFORMANCE AND PROMOTION**: Except as may otherwise be stated on the contract face, Artist / Producer shall not perform publicly within a radius of **150 miles** from the Location listed above for a period beginning from the time of confirmation/acceptance of Buyer's offer, and running until 45 **days following** the Performance Date, unless Producer obtains Buyer's express written consent. Such consent shall not be unreasonably withheld.

5. **SOUND LEVEL CONTROL**: It is an express condition of this contract that the Buyer shall have control of the maximum sound level volume at all times, in consultation with Producer. And Producer's sound engineer shall reasonably cooperate with Buyer to achieve a satisfactory maximum level. THIS WILL BE STRICTLY ENFORCED.

6. **MEET & GREET / MARKETING:** Subject to the terms of the Contract Face and Producer/Artist Rider, Artist agrees to conduct a meet & greet with no more than 30 individuals at a time convenient for Artist. The meet & greet will be well organized and run smoothly and quickly. Event may request up to 30 photos signed by Artist. Artist agrees to assist in promotions and marketing for the event as their schedule allows. Buyer may request Artist interviews, radio and video liners, meet & greet passes for contest winners, and merchandise giveaways. Producer and Artist will limit on-site promotions to official Engagement sponsors and media partners, unless otherwise agreed. In the event Artist has any sponsorship and/or related obligations, Buyer and Producer will work in good faith to reasonably accommodate any such obligations without unduly interfering with Engagement sponsor and media partner rights.

7. **ADVANCE WITH BUYER**: Producer's representative shall contact INSERT NAME & PHONE NUMBER HERE, not less than two (2) weeks prior to the Performance Date to advance all production and technical aspects related to Artist's performance. Producer shall make reasonable efforts to supplement any of their required production specifications with any equipment already provided by Buyer. Buyer shall make best efforts to accommodate as much production equipment as possible, subject to safety and structural limitations. In no event shall Buyer be required to use all of Producer's supplied production. If Producer requires any additional production equipment, which Buyer is not otherwise obligated to provide, such requests shall be subject to Buyer's approval. Additional equipment, unless otherwise previously agreed upon, (including backline, in-ear monitors, artist specified consoles, moving lights, and any other non-standard equipment) is to be provided by Producer and installed in accordance with venue safety protocols, to which Producer is made aware of in a separate writing.

8. **TAX & INSURANCE INFORMATION/PAYMENT**: Producer shall complete and return the proper tax form (WT-11, W-9 or W4-NA which has been supplied to artists booking agency). All cash requests are subject to Buyer's approval. Producer shall maintain its current insurance policy with limits to be not less than $1 million per occurrence and $2 million aggregate, and Producer shall have reasonable opportunity to cure any breach of policy limits. Upon request, Producer shall provide proof of such insurance. Producer shall be responsible for paying all of its own applicable taxes or dues in connection with the compensation received from Buyer, including, but not limited to, any employment withholding tax, union dues, and pension plans. For clarification, Buyer shall remain responsible (as stated under the applicable law) for withholding any tax on the compensation paid from Buyer to Producer (e.g., Buyer shall withhold any non-resident entertainer tax). In the event the Producer contracts with Buyer as an individual, as opposed to a legal entity, Buyer will require a COI (Certificate of Insurance) as detailed in this paragraph. If Producer contracts directly as an individual, they acknowledge that they shall carry their own general liability and workers compensation insurance as required by law in order to perform at this event. Producer's failure to comply with any workers compensation obligation imposed on Producer by applicable law shall be considered a breach of this agreement and Purchaser may, as its sole right and remedy, cancel the engagement as a result thereof (subject to Producer's reasonable opportunity to cure same upon timely, separate, and written notice from Purchaser).Artist/Producer further acknowledges that they must provide a COI to Romeo Entertainment Group/Buyer within ten (10) days of written request by Buyer. For clarification, It is expressly understood and agreed that the parties hereto are acting as independent contractors with respect to one another and not as partners, co-venturers, joint venturers, employee-employer, agency or other affiliate relationship and, as such, neither party (including their respective contractors, agents, or employees) shall be eligible for the other's worker's compensation insurance benefits.

9. **CATERING:** All catering requirements and requests must be mutually agreed upon between Producer and Buyer. All special food requests and allergy information should be submitted within two weeks prior to the Performance Date.

10. **FORCE MAJEURE:** If either Party's obligations under this agreement are rendered impossible, hazardous or is otherwise prevented or impaired for reasons beyond a Party's control including, without limitation, a venue accident, a venue interruption, or failure as related to the venue, act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event including, but not limited to, acts of terrorism, similar or dissimilar, beyond either Party's control, then both Party's obligation with respect to the performance of the Contract shall be excused and neither Party shall have any liability to the other in connection therewith.

11. **INCLEMENT WEATHER:** Notwithstanding anything contained to the contrary herein, inclement weather shall not be deemed a Force Majeure event and Buyer shall remain liable for payment to Producer of the full guarantee plus all other compensation due hereunder if the performance(s) is rendered impossible, infeasible or unsafe by such weather conditions; provided that Artist is in the city of the Engagement, and is ready, willing, and able to perform the services set forth in the Agreement. For clarification, Buyer shall remain responsible for all other terms and conditions of this Agreement, including, without limitation accommodations, transportation and expense reimbursements for Artist and touring party, only as previously negotiated and agreed to on the contract face and, where applicable, such costs are actually incurred.

12. **PERFORMANCE TIME**: Artist shall perform at the stage location as set forth in the Agreement. In the event of inclement weather or Buyer's scheduling or logistic difficulties, Buyer shall have the right to delay Artist's performance for a reasonable time period from the scheduled performance time set forth in the Agreement, subject to the approval of the Producer, which will not be unreasonably withheld (a "Delay"). In the event a "Delay" cannot be agreed upon despite reasonable efforts of both parties, Producer shall, nonetheless, remain entitled to the full Guarantee due under the Agreement.

    In the event that a non-performance is due to Producer or Artist's negligence, any deposit or monies previously paid to Producer shall be refunded to Buyer within a reasonable time (unless the parties agree to apply any such amounts to a mutually agreed reschedule date) and Buyer and Producer/Artist shall engage in good faith efforts to determine a mutually approved reschedule time for the Engagement. In the event Buyer and Producer/Artist are unable to determine a mutually agreed rescheduled time, each party shall, have no further obligation in relation to the Engagement except pursuant to any payment obligations that may remain despite a non-performance (e.g., as set forth in paragraph fifteen (15) herein or as may be due as a result of Purchaser's uncured material breach).

    In the event that a material delay (for clarification, not a "Delay") is due to Artist or Producer's sole negligence or intentional conduct, Buyer may be entitled to request a reduction in the Guarantee, provided that any grant of a reduction shall be dependent upon mutual agreement between all parties. Notwithstanding the foregoing, in the event Producer/Artist breaches the terms of the Agreement and fails to cure such alleged breach within a reasonable time period, Buyer may terminate the Agreement without penalty, and upon such termination, Producer/Artist shall immediately return to Buyer all monies previously received in relation to the Agreement without limiting Buyer's available rights or remedies.

13. **LIMITED LIABILITY**: Buyer shall not be liable to Artist for any injury or damage to Artist or the Artist's equipment, unless such injury or damage is caused by the negligence or intentional conduct of Buyer, its agents, employees, contractors, or volunteers. Artist shall remove all of Artist's equipment and personal effects from the stage location and dressing rooms within a reasonable time following performance, unless prevented or prohibited from doing so through no fault of the Artist/Producer.

14 **INDEMNIFICATION**: Producer agrees to indemnify and hold harmless Buyer and Buyer's officers, agents and employees from any loss, damage, or expenses as a result of any third party claim for death, personal injury, or property damage where such claim is the direct result of Producer's or Artist's negligence or intentional wrongful act or omission (including reasonable outside attorneys' fees, expenses, and liabilities incurred in the defense of any such claims) where such claim is reduced to a final adverse judgment by a court of competent jurisdiction.

15. **PHOTOGRAPHY/TAPING**: Producer and Artist acknowledges that photography, videotaping and audio taping by the general public are impossible to completely control. Notwithstanding the foregoing, Buyer shall use reasonable efforts to prevent any professional grade or excessive recording (audio or video) and photography by the general public. The parties recognize the prevalent use of "smartphone" cameras and, subject to Buyer's obligations set forth herein, agree that such use shall not be deemed a breach of the Agreement.

16. **CHOICE OF LAW & VENUE**: The choice of law and choice of venue shall be the City, County and State in which the performance is to take place.

**ACCEPTED AND AGREED**:

PRODUCER

**ACCEPTED AND AGREED**:

BUYER

# TRACE ADKINS

PURCHASER'S ADDENDUM IS ATTACHED & INCORPORATED HERETO

# 2026 Tour Rider

Rider to agreement dated _____ SEE CONTRACT FACE _ _tween SAREPTA INC. f/s/o TRACE ADKINS hereinafter referred to as Producer _____ hereinafter referred to as BUYER.

To the BUYER of this production, please understand that the items required below are necessary for TRACE ADKINS to provide the best possible show for the BUYER and his patrons. In order to fully understand our production, please examine all parts of this rider. ~~After reading each page, BUYER is asked to initial in the space provided at the bottom left of each page. Failure to provide initials will constitute BUYER'S acceptance of all conditions set forth on set page.~~

BUYER and/or BUYER'S Representative agree that any changes regarding stage call times, personnel or production requirements (ours or other parties') will be subject to approval by ARTIST or ARTIST'S Representative.

BUYER and/or BUYER'S Representative must be present, from first call time of the day until completion of load-out. SEE ADDENDUM #7

Please forward any and all information contained within to the appropriate parties concerned (staging, sound, catering, etc.).

**KEY PERSONNEL** All questions and/or correspondence should be directed to:

| | | |
|---|---|---|
| Management<br>Twang Management | **Greg Baker** | 615-500-8324 (Cell)<br>Greg@twangmgmt.com |
| Tour Manager<br>Sarepta, Inc. | **David Milam** | 817-522-2380 (Cell)<br>tm@traceadkins.com |
| Production Manager<br>Sarepta Inc. | **Benny Durham** | 270-535-0988 (Cell)<br>pm@traceadkins.com |
| Booking Agent<br>Action Entertainment Collaborative | **Nick Meinema** | 615-720-2554 (Cell)<br>nick.meinema@action-ent.com |
| Tour Marketing<br>MTheory | **Kaitlyn Moore** | 860-857-9626 (Cell)<br>kaitlyn@mtheory.com |

## TRACE ADKINS BAND

SAREPTA INC.
C/O Wiles & Taylor
4011 Armory Oaks Drive
Nashville, TN 37204
615/242-2727
615/726-0223 (Fax)

f/s/o Trace Adkins

Fed ID # 62-1642233

ELECTRIC GUITAR
**Brian Wooten**

BASS
**Chris Haughey**

DRUMS
**John Spittle**

KEYBOARDS
**Brent McCollough**

ELECTRIC GUITAR
**Brent Wilson**

## 1. BILLING / ADVERTISING

### A. HEADLINE ACT

1. Unless otherwise stated to the contrary in the Contract, Artist shall receive one hundred percent (100%) sole headline billing in any and all press releases, advertisements and other publicity including, but not limited to, radio, television, ad mats, tickets, fliers, newspapers, programs, signs, lobby boards, and marquees. Producer shall have approval over each of the foregoing.
2. No other name or photograph shall (i) appear in equal or larger type with respect to size, thickness, boldness, or prominence that the type afforded Artist; nor (ii) shall appear on the same line or above the name or likeness of Artist.

### B. ADVERTISING SEE ADDENDUM #6

1. Producer reserves right of approval, in writing, of any and all advertising and promotions. All inquiries regarding Trace Adkins, including, but not limited to those from press, TV, and radio must be directed through the appropriate Artist representative. Upon sell-out of an Engagement, Purchaser shall promptly stop all advertising in connection therewith.
2. ~~Purchaser agrees to purchase all ad mats, radio spots & tv spots from Tour Design. There will be no logos used on our ad mat or television spots, other than logos provided by Producer~~.
3. The name, photograph or other likeness of Artist may not be used or associated, directly or indirectly, with any product or service, nor may it be used in or on any program or souvenir book, poster, pamphlet or any other material or merchandise for sale without the express written consent of Artist's Manager. EXISTING SPONSORS PERMITTED
4. Purchaser also agrees not to commit Artist to any personal appearances, interviews, photos, meet and greets, autograph sessions, or any other types of appearances without prior written consent of Artist's manager.

### C. RADIO

1. No stations may be contacted for advertising, promotion, concert announcement, for any reason at all until an APPROVED marketing plan has been agreed to by Artist's manager. Contact Greg Baker at 615.500.8324 for approval.
2. Welcoming status will not be granted to any station without prior approval by Producer.
3. No backstage passes (contests, staff, etc.) can be given to any radio station without **approval** of Producer.
4. No on stage banners.

## 2. INTERVIEWS/APPEARANCES

**A.** ARTIST and/or ARTIST'S Management reserves the right of approval, in writing, of any and all radio, television, newspaper, and/or magazine interviews made in conjunction with PERFORMANCE. BUYER further agrees not to commit TRACE ADKINS to any personal appearances, interviews, photos, meets and greets, or any other type of promotional appearance without prior consent of ARTIST'S Management.
**B.** All print, TV, and any type of electronic media requests should be requested through **Kaitlyn Moore (860.857.9626) at MTheory.**
**C.** All radio interview requests should be directed to Kaitlyn Moore kaitlyn@mtheory.com

## 3. ADMISSIONS TO PERFORMANCE

Admission for PERFORMANCE hereunder shall not be restricted due to race, gender, age, religion, color, creed, or the elements thereof.

## 4. COMPLIMENTARY TICKETS PER ADVANCE

**A.** Buyer shall provide ARTIST with twenty four (24) complimentary tickets and/or cover charges, at no expense to artist. Any unused tickets will be returned and may be placed on sale the day of PERFORMANCE. ~~No comp tickets shall be distributed by Purchaser without prior written approval of Producer. If approved, a list of those to whom tickets were distributed shall be available to Tour Manager prior to show.~~

## 5. OPENING ACTS

**A.** When the ARTIST is headlining, the appearance of another act or acts on the same bill as ARTIST shall be subject to ARTIST and/or ARTIST'S Manager's approval. Length of said act's(s) set shall be predetermined to allow for adequate time to rearrange the stage between performances and still allow ARTIST to perform entire show at designated time. And no act may perform to pre-recorded audio tracks, without the written approval by ARTIST'S Management.
**B**. If opening act or additional acts are on the bill, **separate** house and monitor consoles MUST BE supplied so that the ARTIST has segregated desks that will not be used by other bands.
**C.** BUYER shall indemnify and hold ARTIST harmless from any and all liability for damage to any and all equipment owned by, placed on stage by, or used by any other acts. SEE ADDENDUM #13

**D.** ARTIST shall, in ARTIST'S sole discretion decide whether any opening acts(s) shall use any of ARTIST'S equipment.

**6. SPONSORSHIP** EXISTING SPONSORS PERMITTED

SPONSORS SHALL NOT IMPLY ARTIST ENDORSEMENT.

~~All forms of sponsorship, whether part of an ongoing series or specifically for ARTIST'S PERFORMANCE, must be authorized in writing by ARTIST'S Manager prior to PERFORMANCE~~. ARTIST retains right to have a sponsor.

**7. PAYMENT**

EVENT CHECK

IMMEDIATELY FOLLOWING

**A.** Payment to ARTIST ~~for~~ PERFORMANCE shall be made, in full to ARTIST'S Representative ~~PRIOR TO~~ PERFORMANCE. Said payment shall be made only by ~~**cash or cashier's check**~~. ~~In case payment or any part thereof of PERFORMANCE hereunder is based on a percentage of gross admission receipts, then such gross admission receipts shall be computed on the actual full admission price provided on each ticket, and, in the absence of prior written agreement by ARTIST,~~ ~~**no ticket shall be offered or sold at a discount or premium**~~. ~~In the case of payment being based on percentages, as set forth above, no more than 10 (ten) complimentary tickets shall be offered or given away by BUYER, and no one authorized by BUYER shall be allowed into any part of PERFORMANCE venue without a ticket or free without ARTIST'S and/or ARTIST'S Manager's prior written consent, with exception of ARTIST'S complimentary tickets.~~

~~**B.** In case of payment being based in whole or in part on a percentage of gross receipts, ARTIST'S Tour Manager or ARTIST representative shall be allowed to be present in the box office at all times and shall be permitted to inspect ticket sales and otherwise determine gross receipts at the conclusion of each segment of PERFORMANCE or at the end of PERFORMANCE at ARTIST'S sole option.~~

~~**C.** In case of payment being based in whole or in part on a percentage of gross admission receipts, BUYER agrees to have on hand, at the place and time of PERFORMANCE, for counting verification by ARTIST'S Representative, all unsold tickets. Artist shall be compensated for difference between number of unsold tickets and number of tickets shown by the ticket manifest. If Purchaser should violate any of the preceding paragraphs of this section, it shall be deemed that Purchaser has sold a ticket for each seat (and any permitted standing room) at highest ticket price.~~

~~**D.** No admission tax shall be deducted from the gross box office receipts before computing percentages unless the amount of tax is stated on the face of the Contract. Unless Purchaser advises Artist promptly after submission of the Contract to Purchaser of any and all income or similar taxes which may be required to be withheld from monies earned by Producer from this engagement, any such tax shall be paid and borne solely by Purchaser.~~

~~**E.** Financial terms and conditions of this contract have been agreed upon based on exact ticket price/capacity/advance gross potentials as stated on the face of this contract. If gross receipts for engagement hereunder exceed stated advance gross potential, Artist shall be entitled to one hundred percent (100%) of the difference between stated and actual gross potential~~.

**8. CREATIVE CONTROL**

Producer shall have ~~exclusive~~ control over all creative elements of the Engagement including, without limitation, the creative elements of the following: sound, lights, choice of performers (including master of ceremonies and welcoming speakers) and their length of performance, stage sets, curtains, backdrops, song selection, manner of performance, and any music, film or videotape played to patrons at any time during the Engagement including prior to performance and during intermission.

PER CONTRACT FACE

TO BE MUTUALLY AGREED UPON

**9. ANCILLARY RIGHTS** STILL NON-PROFESSIONAL PHOTOS PERMITTED BY AUDIENCE

PROFESSIONAL

**A. RECORDING** - Purchaser will not permit the audio and/or visual recording or the audio and/or visual broadcast of all or any part of the Engagement without the express written consent of Producer. No portion of the engagement may be taped, broadcast, recorded, filmed or embodied in any form, for any purpose, without the prior written consent of Artist's Manager. Purchaser will deny entrance to any person carrying any audio and/or video recorder. Artist shall have the sole and exclusive right to film, record, tape or otherwise reproduce and embody any and all performances, including, without limitation, audio tape, video tape, and other audio visual process or solely audio or solely visual (per local union regulations and venue regulations fee).

TO BE MUTUALLY AGREED UPON WITH PURCHASER

SEE ADDENDUM #15

**B. RIGHT OF PUBLICITY** - Except as otherwise agreed in writing, nothing contained herein is intended, nor shall it be construed, to grant Purchaser any rights in connection with the use of the name, voice, likeness, logo or biographical information of Artist or any member thereof.

**C. SPONSORSHIP** - ~~All forms of sponsorship whether specifically for Artist's Engagement or part of an ongoing series must be authorized in writing by Producer/Artist's Manager prior to Engagement~~.

Venue reserves the right to permit the Stage sponsor to place certain signage around or adjacent to the stage during the Artist's performance. Sponsor signage represents stage and/or event sponsorship and is not connected specifically to Artist. Terms of any Artist's sponsorship are to be negotiated upfront with Buyer.

## 10. ADDITIONAL TERMS

MATERIAL

~~If before the date of any scheduled PERFORMANCE it is found that BUYER has not fully performed his obligations under any other Agreement with any party for another engagement or PERFORMANCE or that the financial credit of BUYER has been impaired, ARTIST may cancel this agreement, without any penalty to, or liability by ARTIST whatsoever~~. In the event that BUYER does not perform fully all of his obligations herein, ARTIST shall have the option to perform or refuse to perform hereunder, which PERFORMANCE or refusal to PERFORM shall not be a waiver of any other remedies that ARTIST may have against BUYER, and BUYER shall be liable to ARTIST for damage, including but not limited to reasonable attorney's fees and costs, in addition to the compensation provided for herein.

PURCHASER SHALL BE GRANTED A REASONALBE OPPORTUNITY TO CURE SAID BREACH. SUCH CURE NOT TO OCCUR LATER THAN WITHIN A REASONABLE TIME PRIOR TO PERFORMANCE

SEE ADDENDUM #2 AND #12

## 11. GENERAL REQUIREMENTS/PRODUCTION RIDER

Except as otherwise agreed to by the parties in writing or as otherwise stated in the attached Artist Production Rider (if any), Purchaser shall provide, at its sole cost, all elements of the production as required by Artist including, without limitation, catering, dressing rooms, ground transportation, sound, lights, staging, ~~and back-line~~ equipment. If the Artist Production Rider is attached hereto, the said Artist Production Rider shall be made part hereof and Purchaser agrees to fulfill or cause to be fulfilled, at its sole cost, all terms and conditions contained therein AS AMENDED AND AND MUTUALLY AGREED UPON DURING ADVANCE

## 12. LICENSES/PERMITS

Purchaser shall secure, at its sole cost, all licenses (including music licensing fees), permits, leases, certificates, and authorizations required or requested by any union, guild, governmental authority, performing rights society, Venue owner or any other third party in connection with (i) the Engagement; and (ii) Artist/Producer's exercise of any rights granted herein. Purchaser agrees to fulfill, or cause to be fulfilled, all terms, conditions, covenants, rules and/or regulations of such parties in connection therewith as well as pay all levies, dues and fees applicable thereto. Upon request, Purchaser shall provide Producer with evidence of the foregoing, provided that Producers failure to request or review same shall not be deemed a waiver of Purchaser's obligations or Producer's rights hereunder

## 13. FORCE MAJEURE

SEE ADDENDUM #10

~~If Artist's performance(s) hereunder is rendered impossible, hazardous or is otherwise prevented or impaired due to sickness, inability to perform, accident, interruption or failure of means of transportation, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond Producer's control, then Producer's obligations with respect to the affected performance(s) shall be excused and Producer shall have no liability to Purchaser in connection therewith. Provided Artist is ready, willing and able to perform, Purchaser shall remain liable to pay Producer the full contract price plus any monies called for in the Contract regardless of the occurrence of any of the foregoing events. For purposes of this provision, the term "Artist" shall include Artist or any member thereof.~~

## 14. INCLEMENT WEATHER

SEE ADDENDUM #11

~~Producer's obligations hereunder shall be excused, and Producer/Artist shall have no liability to Purchaser if Artist determines in good faith that their performance is (or is likely to be) rendered impossible, hazardous, or is otherwise prevented or impaired due to inclement weather. It is agreed and understood that the decision to cancel any engagement hereunder due to weather conditions shall be made solely by Artist or Artist's representative at his sole discretion. In such event (and notwithstanding anything to the contrary), Purchaser shall remain liable to Producer for the full contract price plus any percentage moneys called for in the Contract. Purchaser understands and agrees that ARTIST WILL NOT PERFORM ON A WET STAGE~~.

## 15. LIABILITY

SEE ADDENDUM #13

~~Except as otherwise specifically provided herein, Purchaser assumes full responsibility and liability for the payment of any and all costs, expenses, charges, claims, losses, liabilities and/or other damages related to or based upon the presentation or production of the Engagement.~~

## 16. CANCELLATION

SEE ADDENDUM #2

~~BUYER agrees that Artist may cancel the engagement hereunder, at ARTIST'S sole discretion, by giving BUYER notice thereof at least thirty (30) days prior to the commencement date of the engagement hereunder without liability to BUYER.~~

## 17. ASSIGNMENT

NEITHER PARTY

~~BUYER~~ shall ~~not~~ have the right to assign this Agreement or any provision thereof. Nothing herein contained shall be construed as to constitute the parties hereto as a partnership or joint venture, or that the ARTIST shall be liable in whole or in part for any obligation that may be incurred by BUYER in BUYER'S carrying out, or failing to carry out, any provisions hereof or otherwise. The person executing this Agreement on BUYER'S behalf warrants his authority to do so

## 18. CHOICE OF LAW/FORUM

COLORADO CASTLE ROCK, CO

This Rider and Contract shall be deemed made and entered into the State of ~~Tennessee~~ and shall be governed by the laws of such State applicable to contracts entered into and wholly to be performed therein. The state or Federal courts located in ~~Nashville, Tennessee~~ shall have exclusive jurisdiction over any disputes arising hereunder and the parties hereto agree to submit to the jurisdiction of these courts. In such event, the prevailing party to such dispute shall have the right to be reimbursed by the other party for its reasonable attorney's fees.

In the event of any default, dispute, or breach of this Agreement requiring court action, the prevailing party shall be entitled to recover reasonable attorney's fees, expenses, and court costs. The parties hereto consent to venue in Davidson County, State of Tennessee, in any such court action.

## 19. BREACH

SEE ADDENDUM #2 AND #12 AND ADDITIONAL TERMS AND CONDITIONS #5 AS AMENDED.

~~Each of the terms and conditions of this Rider and Contract is necessary and essential for Artist's full performance of its obligations hereunder. Accordingly, if Purchaser refuses or neglects to fulfill all of the terms and conditions contained in the Rider or the Contract (including, without limitation, the payment of any moneys due and any services and items required hereunder) then Purchaser shall be deemed in material breach of contract. In such event, Producer shall have the right, without waiver of any other rights and/or remedies, all of which are reserved: (i) to refuse to perform this Contract; (ii) to cancel the Engagement; and (iii) to retain any amounts paid to Producer as partial compensation. If on or before the date of the Engagement, Purchaser has failed, neglected, or refused to perform any contract with any other performer or entity, or if the financial standing or credit of Purchaser has been impaired or is unsatisfactory (in Producer's good faith opinion), Producer shall have the right to demand immediate payment of the full contract price specified herein. If Purchaser fails or refuses to make such payment immediately, Purchaser shall be deemed in anticipatory breach of contract. In such event, Producer shall have the right, without further obligation to Purchaser (i) to refuse to perform this contract; (ii) to cancel the Engagement; (iii) to retain any amounts paid to Producer as partial compensation; and (iv) Purchaser shall remain liable to Producer for the full contract price, including any percentage moneys due. The foregoing is in addition to all other rights and/or remedies available to Producer in law and/or equity.~~

## 20. INDEMNIFICATION

SEE ADDENDUM #14

Purchaser agrees to indemnify and hold harmless Producer and Artist and each of their respective employees, agents and contractors from and against any claims, costs (including, without limitation, reasonable attorneys' fees and court costs), expenses, damages, liabilities, losses and/or judgments arising out of, or in connection with, any claim, demand or action made by any party if such are (or are alleged to be) a direct or indirect consequence of: (i) the Engagement or (ii) any breach or alleged breach of any warranty, representation, agreement or covenant made by Purchaser herein.

## 21. SUBSEQUENT TERMS

STILL NON-PROFESSIONAL PHOTOS PERMITTED BY AUDIENCE

SEE ADDENDUM #15

### A. Recording

PROFESSIONALLY

BUYER will not permit the audio and/or visual recording or the audio and/or visual broadcast of all or any part of the PERFORMANCE without the express prior written consent of ARTIST and/or ARTIST'S Manager. No portion of this PERFORMANCE may be broadcast, recorded, filmed, taped, or embodied in any form, for any purpose, without the prior written consent of ARTIST and/or ARTIST'S Manager. BUYER will deny entrance to any person carrying any audio and/or video recorder.

### B. Merchandise/Sales

SEE ADDENDUM #3

1. ARTIST and/or ARTIST'S Representative shall have the ~~sole and exclusive~~ right, though not the obligation, to sell ARTIST'S products. BUYER further agrees and warrants that there shall be no sale or other distribution of recordings and/or other souvenir materials/products other than by ARTIST and/or ARTIST'S Representative at the PERFORMANCE without the prior written consent of ARTIST'S Manage
2. BUYER agrees to provide adequate space for ARTIST'S Representative to vend ARTIST'S products. ARTIST and/or ARTIST'S Representative, at ARTIST and/or ARTIST'S Representative sole discretion, will determine location of ARTIST vending area. BUYER will

provide ARTIST and/or ARTIST Representative with four (4) six (6') foot long heavy duty tables for the use in displaying and selling ARTIST'S products, and shall provide electrical source to hook up display lights.
3. ARTIST and/or ARTIST'S Representative may sell ARTIST'S products before, during, and after PERFORMANCE. ~~No percentage of sales receipt or other fee shall be paid by ARTIST and/or ARTIST'S Representative to BUYER on any sale of ARTIST'S products~~. BUYER shall not be entitled to free items unless agreed upon in advance by ARTIST.

**C. Miscellaneous** SEE ADDENDUM #8

~~1. BUYER agrees to provide comprehensive general liability insurance including, without limitation, coverage to protect against any and all injury to persons or property as a consequence of the installation and/or operation of the equipment and instruments provided by Producer and/or its employees, contractors and agents. Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times ARTIST or any of Producer's agents or independent contractors are in place of performance. ARTIST and its agent for the Engagement, Action Entertainment Collaborative, Inc. shall be listed as additionally named insurers under such insurance and this shall be indicated on the pertinent certificate of insurance. BUYER agrees to provide a policy of Workman's Compensation covering all of the BUYERS employees or third-party contractors.~~

~~2. Certificates of insurance relating to the coverage listed above shall be furnished by BUYERS to ARTIST at least fourteen (14) days prior to the Engagement. Certificates are to be sent to:~~

~~**Chris Hawks**~~
~~**C/O Wiles & Taylor**~~
~~**4011 Armory Oaks Drive**~~
~~**Nashville, TN 37204**~~
~~**615/242-2727 (phone) | 615/726-0223 (fax)**~~

~~ARTIST'S failure to request or review such insurance certificates shall not affect ARTIST'S rights or Purchaser's obligations hereunder. The Purchaser warrants that he has complete and adequate public liability insurance.~~

## Production Requirements PER ADVANCE

** If no production offices are available on-site, Purchaser must provide, at no cost to Artist, a climate-controlled production trailer suitable for six (6) people. Production trailer must be approved in writing by Artist Management prior to performance date. **

**BASIC PRODUCTION NOTES**

PER ADVANCE

**A. Passes**

All backstage passes, stage access passes and guest passes shall be issued only by the Artist's Tour Manager. **Purchaser shall not issue any such passes nor request any such passes be issued to any person not involved with producing or working to produce the show. NO OTHER PASSES ARE ACCEPTABLE except Vendor passes with no backstage access. All "stick-on" passes are non-transferable.**

1) LAMINATES - **All Access** – All members of Artist's entourage will display a laminated pass. Only persons wearing this pass will be permitted on stage. Laminates cannot, however, escort anyone without a VIP pass backstage.

2) VIP PASS – VIP Guests will have backstage and dressing room access, but NO stage access. VIP passes do not have escort privileges.

3) MEET & GREET - Meet & Greet is done in a designated area. Tour Manager will communicate in advance of the show what time and where these people should meet to be escorted to the Meet & Greet. Meet & Greet will include radio guests, fan club, and contest winners, all of which must be pre-approved by Artist's Management. One security person per group is required for escort during the Meet & Greet. Each participant must apply their pass, in plain view, before being escorted backstage. **Meet & Greet passes are null and void after meet & greet is completed.**

4) LOCAL WORKING CREW - Local Crew "stick-on" passes are used for *some* local working crew.**Local Crew "stick-on" passes cannot escort anyone backstage. NO EXCEPTIONS.**

**B. Transportation/ Parking** PER ADVANCE

1. Buyer will ensure that ARTIST'S busses, trucks and any other vehicles used by ARTIST for transportation to venue will have clear access to and from PERFORMANCE venue. This will include payment of any towing costs incurred as a result of BUYER'S failure to comply with the terms of this paragraph. Buyer shall be responsible for any and all permits and parking charges.
2. Parking should be provided as close to entrance to stage or dressing room as possible for two (2) forty five foot (45') busses. Parking should also be provided as close to loading area for One (1) fifty three foot (53') tractor trailer. If parking is available only on the street, space must be blocked off prior to arrival. Purchaser shall obtain, at no cost to Producer, all police and/or municipal permits if it is necessary to load-in from or park on the street.
3. Equipment load in and tour parking area must be clear of vehicles prior to load in and must remain clear until completion of load out. Purchaser will ensure that any vehicles used by Producer for transport of equipment and/or personnel to and from venue will have clear and dry access to and from venue. This will include payment of any towing costs incurred as a result of Purchaser's failure to comply with the terms of this paragraph.
4. All parking areas will have dry, clear (without going through audience) passage to and from stage and/or dressing room areas.
5. Three (3) 208 volt, 3 wire 60 amp, single phase electrical service is needed for three (3) busses. This service must be located within one-hundred feet (100') of parking area. An experienced electrician, familiar with the venue, must be present when shore power is connected and disconnected.
6. Purchaser shall ensure security for the parking area from load-in time until load-out is completed.

**C. Band Equipment and Backline**

1. ARTIST reserves the option to use any and all of ARTIST'S own equipment. **No assumptions should be made to use ARTIST'S and/or ARTIST'S band's equipment by any other acts.**
2. BUYER will ensure that the stage area is completely cleaned and cleared of any and all equipment before ARTIST'S arrival, with the exception of sound and lighting equipment directly associated with this PERFORMANCE.
3. ARTIST and/or ARTIST'S Representative will determine the placement of any and all equipment owned by, placed on stage by, or used by any and all other support acts.
~~4. BUYER agrees to provide at his sole expense, a complete backline package to be advance by ARTIST'S Production Manager when applicable. This backline package is for the sole and exclusive use of ARTIST.~~**~~BACKLINE REQUIREMENTS WILL BE FORWARDED DURING ADVANCE~~.**

**STAGE AND RISER REQUIREMENTS**

EXISTING EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

**ALL OUTDOOR STAGES MUST BE COVERED WITH A LOAD-BEARING ROOF THAT WILL ALLOW ARTISTS VIDEO, LIGHTING, AND AUDIO TO BE FLOWM FROM.**
**NO EXCEPTIONS!! NO EXCEPTIONS!! NO EXCEPTIONS!! NO EXCEPTIONS!! UNLESS CLEARED BY ARTIST MANAGEMENT & PRODUCTION MANAGER.**

**A. Dimensions**

Stage size – **48' wide x 40' deep x 4' high – OR minimum SL320 stage**
Mix Position – 80' from the downstage edge
Mix Position size - 16' wide x 16' deep
*Entire FOH mix area should be enclosed with bicycle racks or equivalent
No barricade (first row 6' from the Downstage Edge) – at Production Manager's Discretion
One (1) 8'x8'x2' risers at Mix Position for lighting console
*FOR OUTDOOR SHOWS ONLY:* Covered 16 'wide x 40' deep decking on stage left and stage right to accommodate monitor world and guitar world.

**If for any reason the minimum stage requirements cannot be fully accommodated, Artist's Production Manager must be notified immediately.**

EXISTING EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

**B. Staging Notes**

1. The performance stage, sound wings, and all associated risers should be solidly constructed, free from holes and soft spots and be incapable of any movement or motion. Center line of the performance stage should be placed on the center line of the arena floor or audience area. Stage is to be placed on the venue floor in such a manner that the passage behind it is no less than 8'wide.
2. If the Engagement is to be performed outdoors, Purchaser shall provide and pay for adequate stage covering and grounding to protect all persons and equipment involved in the production of the Engagement (including Producer and their crew) from heat and

inclement weather and dangerous conditions resulting there from. The foregoing shall apply to, without limitation, all stage areas, mixing consoles and wiring. Producer shall have the sole right to determine in good faith whether such covering and grounding is adequate.
3. An adequate supply of plastic sheeting (Visqueen) or tarps is required to cover all stage gear, lighting console, and all house and monitor electronics.
4. Stair units should have handrails and be lighted, places on each side of the stage and on the upstage side.
5. Sound check will require a minimum of one (1) hour after set up. Upon ARTIST'S arrival through completion of sound check, venue shall remain completely closed to public.
6. Artist's set equipment and backdrop/video screens shall supersede any other backdrops or set equipment, including sponsor banners and backdrops, and shall be controlled by Producer's representatives. Scaffolding to be provided for video screens and/or projectors to be coordinated with Artist's production manager. Backdrop and/or video screen is considered part of Artist's set and must be in place for Artist's show. Any changes must be approved in writing by Artist's Production Manager.
7. A barricade on each side of the stage that separates the audience from the backstage area is required.
8. Artist's Production Manager shall have authority over any facility lighting that will affect performance including backstage lighting, signage and/or other ambient lighting.

**LOCAL LABOR**

1. Purchaser will provide, at Purchaser's sole cost and expense, a minimum of Four (4) loaders and Twelve (12) stagehands present at load-in AND Four (4) loaders and Twelve (12) stagehands at load-out time to unload, move, set-up, tear down, and load Artist's equipment, sound and lighting equipment, and materials required for concession sales. There shall be no overlap between duties of security, stagehands and ushers. A consistent crew is critical for a smoother load-in and load-out. Four (4) deck hands will be needed for any and all set changes. As a rule, show call time should be 30 minutes prior to show time. All laborers asked to work the show should understand the times associated with the show and wear dark clothing.

**ALL LOCAL LABOR MUST BE SOBER, ABLE BODIED AND HAVE BASIC VERBAL SKILLS.**

## Buyer will provide, at his sole cost and expense, the following labor:

| **Load-in** | **Show call** (30 min prior to show) | **Load-out** |
|---|---|---|
| Twelve (12) stagehands | Four (4) deck hands | Twelve (12) stagehands |
| Four (4) loaders | Four (4) spot operators | Four (4) loaders |
| One (1) forklift operator | One (1) electrician (House Lights) | One (1) forklift operator |
| One (1) electrician | | One (1) electrician |
| One (1) runner (for entire day) | | |

**A. Loaders**
If loaders and stagehands are not separate calls, the same total numbers still apply as listed in Labor Call above.

**B. Stagehands**
There should be no overlap between duties of stagehands, security, and ushers. Maintaining a consistent crew is critical in that a smoother load-in and load-out is possible.

**C. Electrician**
Will be needed at load in and load out times for connecting and disconnecting buses shore power, as well as sound, light, rigging power. An electrician may also be needed for controlling house lights.

**D. Spot Operators and House Lights**
TWO (2) ~~Four (4)~~ experienced spot operators are required. Trainees are NOT acceptable. House light operator must be on the communication headset at least 15 minutes before show time. At no time should the house lights come up during performance unless directed by Artist's Lighting Director or Production Manager.

**E. Fork Lift Operator**
Experienced only. Trainees are NOT acceptable.

**F. Runners** WITHIN A 30 MILE RADIUS OF VENUE ONLY
Purchaser will provide, at Purchaser's sole cost and expense, One (1) runner, must have a newer SUV or 12-15 passenger van, in good working order, at their disposal all day. Runners must be licensed and of legal age to buy tobacco or alcohol, must be able to handle money and be responsible for the money handled. Runners should have a good knowledge of the local area and have no other duties, such as running for the caterer, venue or any other acts. As a rule, runners will work from load-in until thirty (30) minutes after load-out.

**POWER REQUIREMENTS**

EXISTING EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

Electricity should be made available for contracted sound/lighting companies according to their requirements. Sound power must be on a different transformer from the lighting source, or at least on the other side of an isolation transformer to prevent interaction between lighting and sound equipment All show power shall be separate and isolated from any other venue usage such as concessions, kitchen, etc. The lighting power sources must be within fifty (50) feet of upstage right and the sound power source should be within fifty (50) feet of upstage left. Voltage shall vary no more than five percent (5%) with no current drain when full amperage is drawn. Adequate fusing, spare fuses, disconnect switches and terminals with lugs suitable for attachment to 4/0 cables will be required at source. Lugs should be sufficient size to accommodate 4/0 bare ends without removal of any copper.

| | |
|---|---|
| **Sound** | One (1) 200 amp 3 phase |
| **Lighting** | One (1) 400 amp 3 phase |
| **Buses (Shore)** | Two (2) Separate 60 amp breakers, 220 volts 4 wire |

**FRONT OF HOUSE SOUND SYSTEM**

***Producer's Sound Engineer shall have complete and total control of sound pressure levels and functions of all sound equipment before, during and after performance.***

When Producer is not carrying Audio, system provided by Promoter must meet Producer specifications. CONSULT WITH PRODUCTION MANAGER! Acceptable PA's: V-Dosc, Ver-Tec, JBL, Meyers, Martin, d&b Audio.

**MUST PROVIDE ENOUGH PA TO COVER ENTIRE AUDIENCE, WHICH MAY INCLUDE THE USE OF FRONT FILLS, OUTFILLS AND DELAY STACKS. PRODUCER'S SOUND ENGINEER WILL CONSULT WITH AUDIO PROVIDER TO ENSURE REQUIREMENTS ARE MET**.

It is understood and agreed that Artist may check sound during said period of six (6) hours prior to Performance. **Load-in and sound check times are to be set by Producer's Production Manager.** No audience are allowed into venue until after sound check is complete

FOH mix position must be 80' from downstage with no obstructions between the stage and console. FOH console should be no more than 20' off center in either direction. FOH mix position should not be located in or under any balconies.

**LIGHTING REQUIREMENTS**

EXISTING EVENT PRODUCTION WILL BE IN PLACE. SEE ADDENDUM #7

**Lighting requirements are to match artist lighting plot. CONSULT WITH PRODUCTION MANAGER!**
Purchaser agrees to provide, at no expense to the Producer, a complete lighting system. Please advance with Production Manager.

**Follow Spots -** Four (4) FOLLOW SPOTS OF SAME TYPE in excellent operating condition. Communications to each is required.

Must be Xenon type, Super Troopers or Gladiators
All follow spots are to have unobstructed throws to all performance areas of the stage. Each spotlight should be symmetrically placed to one another. All follow spots are to be gelled per the supplied lighting plot. All spotlights should be equipped with working iris, douser and (6) color boomerangs. **ALL SPOTS MUST HAVE DOUBLE MUFF CLEAR COM STATIONS CONNECTED TO THE PRODUCER'S LIGHTING DIRECTOR.**

**SECURITY**

REASONABLY

Purchaser is ~~solely~~ responsible for providing security in connection with the Engagement. To this end, Purchaser shall provide and pay for adequate security for the protection of all persons and property in connection with the Engagement including, without limitation, Producer (and respective agents, employees, contractors and equipment) and patrons

**A. Security Guards**
BUYER will guarantee at least eight (8) security guards for stage, dressing rooms, and bus protection. ARTIST and ARTIST'S band and crew, instruments any and all property shall be protected from the time of the load-in, performance, and load-out is completed. BUYER will agree to provide requested security throughout the entire day, performance and the artist and crew has left the facility. This security will also include "front of stage" security during performance.

**B. Overnight**
~~If ARTIST is doing two (2) or more PERFORMANCES in one (1) location, or if an early load-in situation requires ARTIST and band to leave equipment at venue overnight, BUYER to provide an additional security person from the official time of the work ends until the official time the work begins the following day ARTIST'S Representative will provide specific times.~~

**C. Instruments**
BUYER will be liable for any damage to and/or theft of, ARTIST and ARTIST'S band's/crew's personal instruments and property that is directly attributable to negligence on the part of BUYER and/or BUYER'S Representative should damage and/or theft occur during the said period from load-in until load-out is completed after ARTIST PERFORMANCE.

UNLESS SUCH IS DIRECTLY DUE TO
NEGLIGENCE OF ARTIST OR ARTIST'S STAFF

**D. Vehicles**
BUYER WILL BE liable for any damage to and/or theft of and/or from ARTIST'S buses or trucks that is directly attributable to negligence on the part of the BUYER and/or BUYER'S Representative should such damage and/or theft occur while said buses or trucks are at the PERFORMANCE premises during said period from load-in until load-out is completed after ARTIST'S PERFORMANCE.

**E. Autographs**
Should ARTIST decide to sign autographs, security guards will be provided by BUYER at BUYER'S sole cost and expense.

## Catering Requirements

**Dressing Rooms / Green Room / Production Office** SEE ADDENDUM #9-PER ADVANCE

~~Three (3) clean, well lit lockable dressing rooms are needed.~~ They should have restroom and shower facilities (full length mirror, hot water, soap, and bath towels should be placed in each room). Dressing room should be heated or air conditioned to maintain a temperature between 65 and 75 degrees with a window that opens, if possible. 110v electrical power is needed for tuning. ARTIST will not be required to share this room with any other performer or crew. For dressing room catering requirements, see Catering Rider.

Dressing Room #1 Trace Adkins
Dressing Room #2 Trace Band (5 people / need shower / 12 large bath towels)
Dressing Room #3 Trace Crew (8 people / need shower / 10 large bath towels)

ARTISTS need a room in the backstage area to accommodate up to twenty five (25) people for ARTIST'S "meet and greet" prior to and following the PERFORMANCE.

**Production Office** – A backstage office is needed with Two (2) tables w/chairs and waste basket. **This room is for the exclusive use of Artist's Production Manager and Tour Manager.** *If no production offices are available on-site, Purchaser must provide, at not cost to Artist, a climate controlled production trailer suitable for six (6) people. Production trailer must be approved in writing by Artist Management prior to performance date.*

**Catering Room** - Purchaser shall provide a "catering room." This room should be clean, quiet, comfortable, and have seating for 25 people with banquet-type tables and clean tablecloths. It is understood that some venues will not have these facilities. Please advise ARTIST'S Tour Manager upon advancement.

**Trace / Stage -** Sixteen (16) clean or new **BLACK** hand towels and one (1) case (room temperature) bottled water, to be given to production manager for stage use.

**Catering Details** SEE ADDENDUM #9-PER ADVANCE

**A. Load-In** ALCOHOL, BUS STOCK, AFTER SHOW FOOD NOT PROVIDED

BUYER agrees to provide and pay the following 30 minutes prior to the scheduled load-in and delivered to each bus:

**Trace Bus #1 (Artist Bus)**
One (1) case of bottled water (Aquafina or Dasani preferred)
~~One (1) 3-pack of Dentyne Ice gum~~
~~One (1) six pack of Diet Mountain Dew (plastic bottles preferred)~~

~~One (1) six pack Diet A&W Root Beer (plastic bottles preferred)~~

**Trace Bus #2 (Band Bus)**

Two (2) cases of bottled water (Aquafina or Dasani preferred)

~~One (1) 6-pack of each of the following:~~

- ~~Diet Dr. Pepper~~
- ~~Diet Coke~~
- ~~Coke~~
- ~~Diet Mountain Dew (plastic bottles preferred)~~

ALCOHOL, BUS STOCK, AFTER SHOW FOOD NOT PROVIDED

~~One (1) large bag plain M&M's~~
~~One (1) large bag of Ruffles~~

**The following catering items are for the Trace Adkins and group touring personnel only.** This does not include other performers, building crew or local crews. Arrangements should be made to accommodate any others who will be offered catering services. No deletions or changes will be made to this catering rider without consent of the Tour Manager or Production Manager.

PER ADVANCE SEE ADDENDUM #9

**Breakfast**

Purchaser shall provide and pay for, breakfast for Eighteen (18) persons that shall include:

Hot breakfast (omelets, eggs, pancakes or waffles, bacon, sausage, ham, etc.)
Misc. cereals
Asst. Doughnuts
Pop-Tarts
Milk (2% and Skim)
Orange juice
Water
Coffee w/condiments
Assorted soda's

**Lunch**

Purchaser shall provide and pay for, healthy (low-fat) meals for Eighteen (18) persons will be provided at a time agreed to upon advancement of the date with Tour Manager.

Hot Sandwiches (Subs, hoagies, hamburgers, hot dogs, chicken tenders, etc.)
Cold Sandwich bar (meat, cheese, bread, condiments, peanut butter & jelly, etc.)
Soup & salad
Milk
Asst. fruit juices
Water
Iced Tea (sweet & un-sweet)
Various soft drinks
Coffee w/condiments
Candy Bars/Power Bars
Chips
Cookies

**Dinner**

Purchaser shall provide and pay for, hot, healthy meals for Eighteen (18) persons to be provided at a time agreed to upon advancement of the date with Tour Manager.

Suggested entrees: Steak, lasagna, spaghetti, meatloaf, Mexican, pork, seafood.
Vegetables (at least two: examples; corn, green beans, okra, mac-n-cheese, potato's)
Soup & Salad with all the fixing's
Bread (white, wheat, whole grain, etc.)
Desserts (ice cream, cakes, pies, etc.)
Milk (2% and Skim)
Asst. fruit juices
Water
Iced Tea (sweet & un-sweet)
Various soft drinks
Coffee w/condiments

ALCOHOL, BUS STOCK, AFTER SHOW FOOD NOT PROVIDED

**After Show Meals** - ~~Menus from local restaurants including pizza, Chinese and sandwiches to be given to tour manager upon arrival in morning; food to be delivered to all busses after show.~~

**~~** Although catered meals are preferred by Artist, if venue / promoter elects to do a mandatory catering buy out, $4,500 cash will be provided to TOUR MANAGER day of show~~**

**DRESSING ROOMS**

**Trace Dressing Room**

Six (6) bottles of room temperature water

One (1) coffee set-up

**Trace Band Dressing Room**

One (1) case of room temperature water

One (1) 6-pack of Coke

**Trace Crew Dressing Room**

One (1) case of room temperature water
One (1) 6-pack of Coke

*All soft drinks should be on ice. Dressing rooms should be set up by 12:00pm (NOON) and can be torn down immediately following load out.

**23. AGREEMENT**

*This Agreement, Trace Adkins Production Rider and the aforesaid Contract constitute the entire agreement between parties hereto and may not be changed*. Agreement shall be construed in accordance with the laws of the State of ~~Tennessee.~~ COLORADO Nothing in this agreement shall require the commission of any act contrary to law or PERFORMANCES hereunder or any element thereof, and wherever or whenever there is a conflict between any provision of this Agreement, and any such law, rule or regulation, then that law, rule or regulation prevails, and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflicts. If any provision of this Agreement shall be prohibited by law, or by court decree, or by impossibility of PERFORMANCE, that provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of the Agreement. The captions in this Agreement are inserted for convenience of reference only, are not part of this Agreement, and in no way define, describe, or limit the scope or intent of this Agreement. ~~This Agreement is voidable at ARTISTS sole option, unless executed by BUYER and returned to ARTIST within three (3) weeks of issuance.~~ The conditions of this contract shall be confidential. TO THE EXTENT PERMITTED BY LAW

**BUYER**

**ACCEPTED AND AGREED TO:**

**PRODUCER**

**ACCEPTED AND AGREED:**

_____

**BY:**

_____

**BY: SAREPTA INC f/s/o Trace Adkins**

# 2026 Trace Adkins M&G Security Measures

PER ADVANCE

## ****All M&G's are subject to cancellation at any time, unless otherwise approved by Management ****

## If M&G's are approved by Management, the following rules below apply.

Due to recent events, the Management of Trace Adkins has instituted new security measures for all 2026 Trace Adkins Meet and Greets. The specific security measures are listed below. If all of these security measures can't be fulfilled, then the M&G will be cancelled. Thank you for your understanding.

Regards,

Trace Adkins Management

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-Maximum number of Fifteen (15) attendees PURCHASER REQUESTS UP TO 30

-3-4 security officers available for the M&G. The Tour Manager will instruct as to how the officers will be utilized during the M&G.

-M&G location must have at least Two (2) exit points

-ALL M&G attendees must be present when the M&G begins. Once M&G starts, no one shall be admitted. If anyone is admitted after the M&G begins, the M&G will be immediately cancelled, and the Artist will be taken the bus.

-All attendees must use Trace Adkins tour passes. *No other passes are valid*

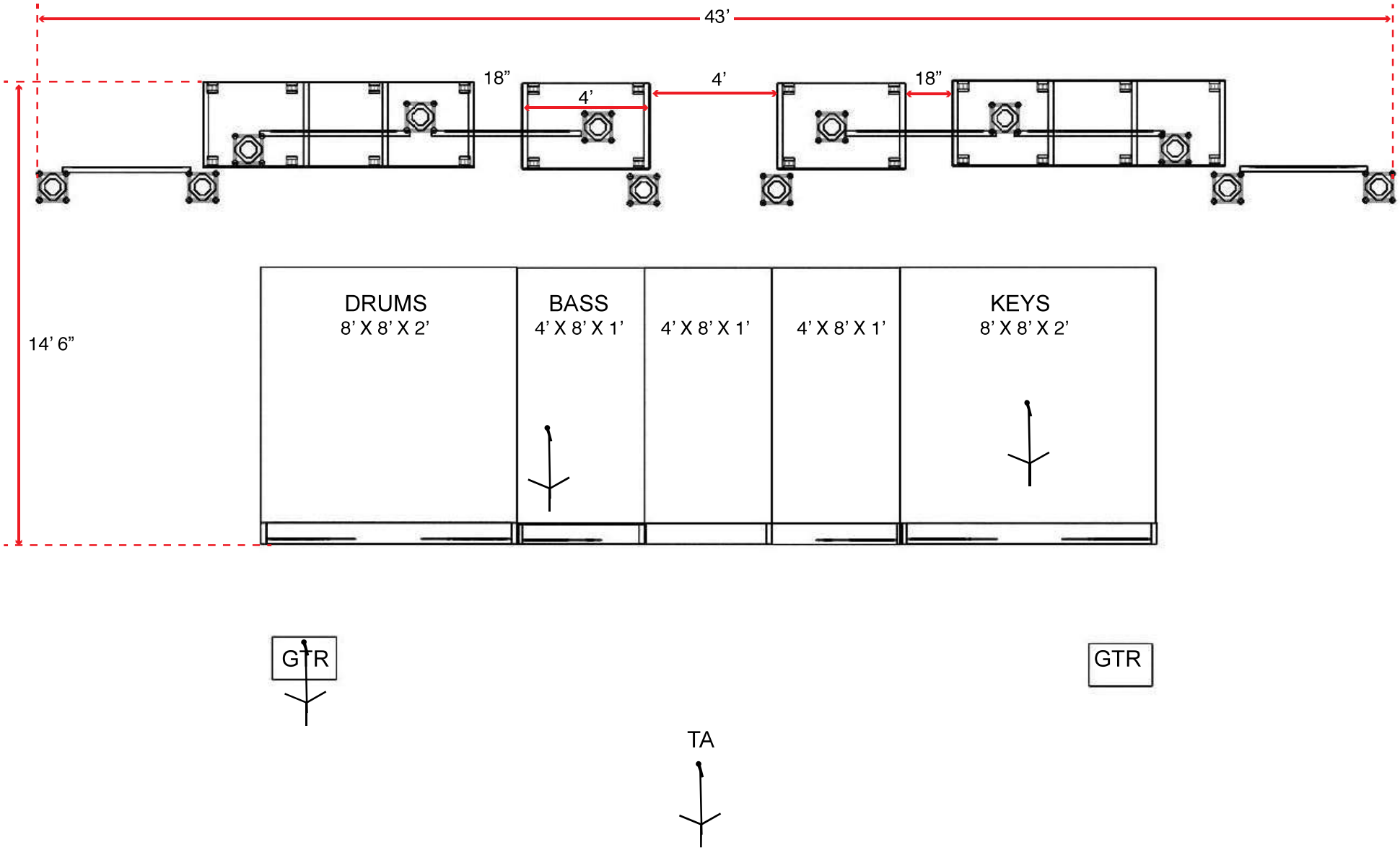
-M&G Passes must be on left side shirt pocket area (no exceptions)

-No purses or handbags are allowed in the M&G location.

-No drinks of any kind are allowed in the M&G location.

-All venue staff picture requests, autographs, etc. MUST be approved by the Tour Manager.

PER ADVANCE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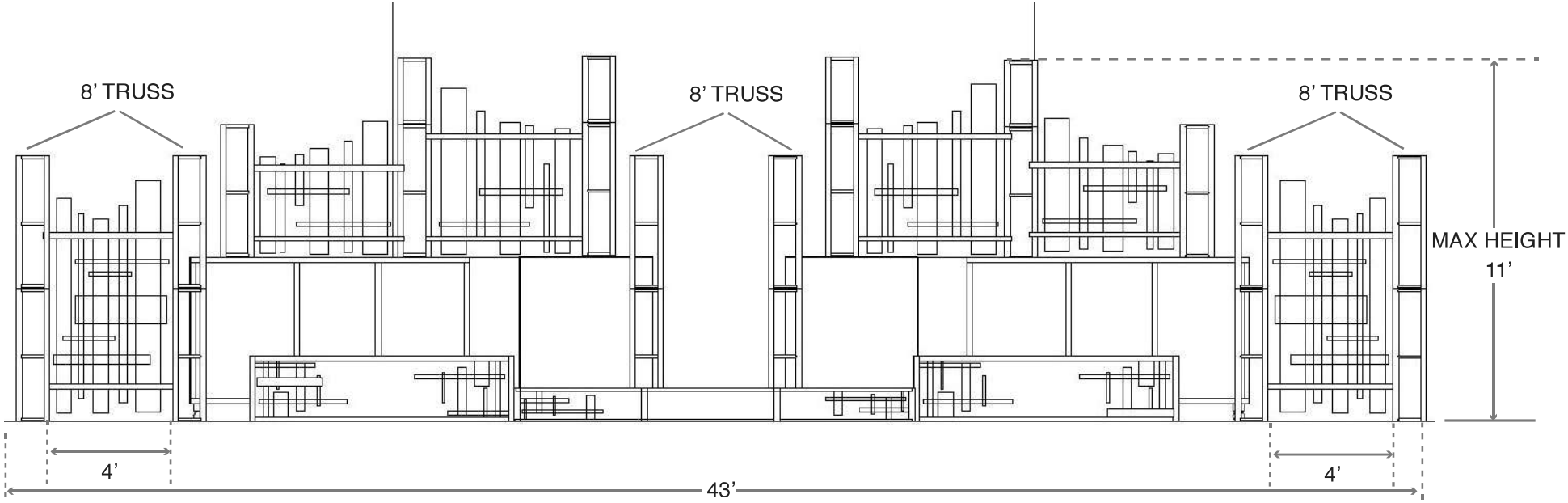
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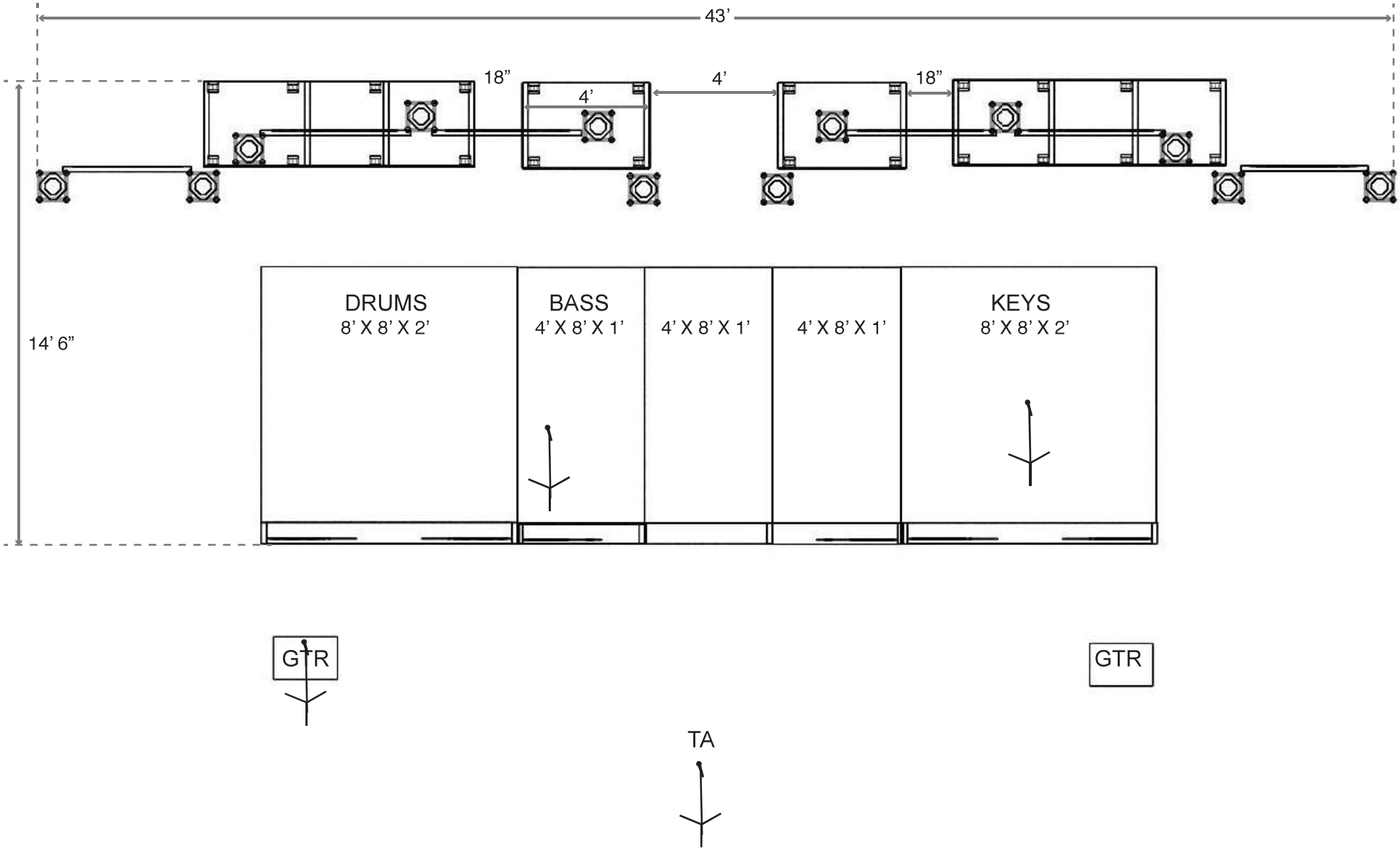
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**TRACE ADKINS**

2021 Stage

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
TRACY DARRELL ADKINS

2 Business name/disregarded entity name, if different from above
SAREPTA, INC.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.
PO BOX 41504

Requester's name and address (optional)

6 City, state, and ZIP code
NASHVILLE, TN 37204

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

**or**

**Employer identification number**
62-1642233

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** **Signature of U.S. person** ▶ Tracy Adkins **Date** ▶ 2/26/25

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See* What is backup withholding, *later.*

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Luke Thornton, Parks Program Coordinator

**DESCRIPTION:** Parks Funding Agreement Between Douglas County and the Douglas County School District in the Amount of $336,769.00 for the Construction of Field Lights at Castle View High School.

**SUMMARY:** The request is for approval of the Parks Funding Agreement between Douglas County and Douglas County School District for $335,769.

**STAFF ASSESSMENT:** Staff recommends that the Board of County Commissioners approve the Parks Funding Agreement between Douglas County and Douglas County School District for $336,769 for the construction of field lights at Castle View High School.

**REVIEW:**

| | | |
|---|---|---|
| Steve Shoultz | Approve | 2/13/2026 |
| Dan Avery | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/20/2026 |
| Samantha Hutchison - FYI | Notified - FYI | 2/20/2026 |

**ATTACHMENTS:**

Cover Page
Staff Report - Parks Funding Agreement DCSD Castle View Lights

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**ATTACHMENTS:**

Staff Report - Parks Funding Agreement DCSD Castle View Lights

DOUGLAS COUNTY
COLORADO

# Staff Report

**Date:**

**To:** Douglas County Board of County Commissioners

**Through:** Douglas J. DeBord, County Manager

**From:** Steve Shoultz, CPRE, Director of Parks and Recreation SS

**CC:** Luke Thornton, CPRP, Parks Program Coordinator
Nick Giauque, CPRP, Parks Program Manager

**Subject:** Parks Funding Agreement between Douglas County and the Douglas County School District for $336,769 for the construction of field lights at Castle View High School

**Board of County Commissioners Business Meeting:** **February 24, 2026 @ 1:30 p.m.**

## I. EXECUTIVE SUMMARY

This agreement between Douglas County and the Douglas County School District (DCSD) concerns the $336,769 funding award to DCSD for the construction of field lights at Castle View High School. Disbursement of funds will occur in a single installment in 2026, from the general fund.

## II. REQUEST

Staff is requesting approval of the Parks Funding Agreement between Douglas County and DCSD for $335,769.

## III. BACKGROUND

On January 23, 2025, DCSD submitted a funding application for $335,769 toward the construction of field lights at Castle View High School. The application was reviewed by staff, and DCSD presented its request to the Parks Advisory Board on March 24, 2025. The Board of County Commissioners approved the request at a work session on September 23, 2025.

## IV. RECOMMENDED ACTION

Staff recommends that the Board of County Commissioners approve the Parks Funding Agreement between Douglas County and DCSD for $336,769 for the construction of field lights at Castle View High School.

**ATTACHMENTS** **PAGE**

Funding Agreement ..... 3

# PARKS FUNDING AGREEMENT

**Project Title:** **Castle View High School Field Lights**

**Project Period:** **January 1, 2026 – December 31, 2026**

**Project Award:** **$336,769.00**

## PARTIES TO AGREEMENT:

**DOUGLAS COUNTY:** The Board of County Commissioners of the County of Douglas, State of Colorado (the "Board")
**Address:** 100 Third Street
Castle Rock, CO 80104
**Telephone:** (303) 660-7401

**Project Owner/Manager:** Douglas County School District RE-1 ("Owner/Manager")
**Contact Name:** Strategic Sourcing

**Address:** 701 Prairie Hawk Dr
Castle Rock, CO 80109
**Telephone:** (720) 433-0060
**Email:** StrategicSourcing@dcsdk12.org

## RECITALS

A. In 2022, the Douglas County voters approved a referred tax measure allocating funding for local parks with the discretion to make some of that funding available to local partners to fund public parks as recommended by the Parks Advisory Board, a citizen advisory committee ("Sales and Use Tax").

B. Owner/Manager submitted a funding application to the Board that contemplates the execution of the project entitled above (the "Project"). The Project is described in **Exhibit A**.

C. Owner/Manager shall adhere to the payment terms outlined in **Exhibit B** and the reporting requirements outlined in **Exhibit C**.

D. The Board approved Owner/Manager's application on September 30, 2025, subject to the execution of this funding agreement (the "Agreement").

## AGREEMENT

NOW, THEREFORE, in consideration of the parties' mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**1. Incorporation of Recitals and Exhibits A, B, C, and D.** The recitals set forth above and all exhibits are hereby incorporated herein.

**2. Funding and Project.** Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Owner/Manager a sum not to exceed **three hundred thirty-six thousand seven hundred sixty-nine dollars and zero cents ($336,769.00)** (the "Funding Award"). The Funding Award shall be used by Owner/Manager solely to complete the Project in substantial conformity with **Exhibit A**. The Owner/Manager shall complete the Project within one year of receiving the funds or the Owner/Manager shall return the funds to the Board.

**3. Project Scope.** Owner/Manager shall not materially modify the Project without the prior written approval of the Board. Any material modification to the Project undertaken without the Board's prior written consent may be deemed a breach of this Agreement, entitling the Board to all remedies available under this Agreement. The Board has reasonable discretion to determine whether any changes constitute a material modification.

Owner/Manager agrees to manage all aspects of the design, land use entitlement, construction, permitting and inspections of the Project. The Owner/Manager shall be responsible for paying for all design, construction, permitting and inspection costs associated with the Project, including any cost in excess of the cost estimates shown on **Exhibit A**, as may be amended in accordance with the terms of this Agreement.

Owner/Manager will own and maintain the Project that is located within property owned by the Owner/Manager or located within the jurisdiction of the Owner/Manager. Owner/Manager shall utilize Greiner Electric as contractor responsible for all electrical and field lighting installation services associated with the Project.

**4. Authorized Representative.** The Director of Parks and Recreation, or their designee, (the "Authorized Representative"), is designated as Authorized Representative of the Board for the purpose of administering, coordinating and approving, the work performed by the Owner/Manager under this Agreement as may be needed.

**5. Disbursement of Funds.** The Board shall disburse the funds for the Project subject to the terms described in **Exhibit B** (the "Payment Terms"). Any other provision of this Agreement notwithstanding and pursuant to § 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is **three hundred thirty-six thousand seven hundred sixty-nine dollars and zero cents ($336,769.00)**. In no event shall the Board be liable for payment under this Agreement for any amount in excess thereof. The Board is not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the Owner/Manager. Any potential expenditure by either Party for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

To the extent any Funds provided to the Owner/Manager under this Agreement are not actually expended, or any costs and expenses are subsequently refunded to the Board, the Owner/Manager agrees that it shall return any Funds that are unused or refunded to the Board on or before the termination date. No provision of funds by the Board shall be construed to operate as a waiver of the parties' obligation to comply with this Agreement and any other laws, regulations or rules, and shall operate as a waiver or estoppel of the parties' obligation to return/repay any Funds distributed to the Owner/Manager that are subsequently found to not have been used or reimbursed for objectives and eligible expenses as defined in the Scope of Work or the use of which was found to be in violation of this Agreement or otherwise unlawful.

**6.** **Reporting Requirement.** Owner/Manager agrees to submit the reports as described in **Exhibit C.**

**7.** **Procurement.** The parties understand and agree that no procurement process is required under this Agreement because the Board has directed Owner/Manager to utilize Greiner Electric as contractor responsible for all electrical and field lighting installation services associated with the Project.

**8.** **Compliance with Regulatory Requirements and Federal and State Mandates.** Owner/Manager hereby assumes responsibility for compliance with applicable regulatory requirements in all applicable areas, including, but not limited to, nondiscrimination, worker safety, local labor preferences, equal employment opportunity. In addition, Owner/Manager agrees to comply with all applicable licensing and permitting requirements imposed by an agency of a local, state or federal government.

**9.** **Indemnification**. The parties cannot and by this Agreement do not agree to indemnify, hold harmless, exonerate or assume the defense of the other parties or any other person or entity whatsoever, for any purpose whatsoever.

**10.** **Relationship of the Parties.** Nothing in this Agreement will be construed to create a joint venture, partnership, employer/employee, or other relationship between the parties other than independent contracting parties. No Party will have the express or implied right to act for, on behalf of, or in the name of any other Party

**11.** **No Waiver of Governmental Immunity Act**. The parties hereto understand and agree that their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or any other immunities or defenses from liability otherwise available to the parties.

**12.** **Audits and Accounting**. Owner/Manager shall maintain standard financial accounts, documents, and records relating to the use, management, and the operation of the Project. Owner/Manager shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The Board shall have the right, upon reasonable notice to Owner/Manager, to audit the books and records of Owner/Manager which pertain to the Project and to the use and disposition of the Board funds. The Board shall retain the authority to audit for two years after construction of the

Project is completed.

**13.** **Access and Use.** The Board shall have the right to use the Project Facilities as set forth in Owner/Manager's Facility Use Policy KF and KF-R-1, as noted in Exhibit D.

**14.** **Notices.** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

| | |
|---|---|
| by the Owner/Manager to: | DC Parks and Recreation Department<br>Attn: Steve Shoultz<br>9651 South Quebec Street<br>Highlands Ranch, CO 80130<br>Ph: (720) 733-6990<br>E-mail: parksandtrails@douglas.co.us |
| with a copy to: | Douglas County<br>Attorney's Office 100<br>Third Street<br>Castle Rock, CO 80104<br>Ph: (303) 660-7414<br>E-mail attorney@douglas.co.us |
| and by the Board to: | Douglas County School District RE-1<br>Attn: Strategic Sourcing<br>Ph: (720) 433-0060<br>Email: StrategicSourcing@dcsdk12.org |

Said notices shall be delivered to the appropriate office above, by prepaid first-class U.S. mail, via electronic mail, 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.

**15.** **Assignment.** Owner/Manager may not assign its rights under this Agreement.

**16.** **Applicable Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado and venue for any dispute hereunder shall lie exclusively in the County of Douglas, State of Colorado.

**17.** **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision other than those as to which it is found to be invalid, shall remain in full force and effect.

**18.** **Third Party Beneficiary.** The Board and Owner/Manager hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations

between the Board and Owner/Manager, and that no third-party beneficiaries are intended.

**19.** **Waiver.** The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach of the same, similar, or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

**20.** **Entire Agreement.** Except as expressly provided herein, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes in this Agreement shall be valid, unless made as an amendment to this Agreement, approved by the Board, and signed by the parties in this Agreement.

(Remainder of Page Intentionally Blank)

**IN WITNESS WHEREOF**, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____day of ___, 2026.

**OWNER/MANAGER: _____**

**Name: _____ Title: __ Date: _____**

STATE OF COLORADO )
) ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by _____.

My commission expires:_____

Witness my hand and official seal

_____

Notary Public

**EXHIBIT A**

**PARK IMPROVEMENTS PROJECT DETAILS**



## Parks and Trails Funding Application

Project Name: Castle View Lights

Date: 1/23/25

**Applicant Information:**

Name: Castle View High SChool Type

of Entity: Public School Authorized

Representative: Scott Dowis

Contact Information: gsdowis@dcsdk12.org, w 303-387-9020, c 816-674-7030

**Project Information:**

Project Type: Installation of lights on turf field.

Property address: 5254 N. Meadows Dr.

State Parcel Number(s):

Total acreage:

Geographic area to be benefitted by the project (local, community, regional):

This project would benefit Castle Rock and greater Douglas County. It will allow for more field usage for the community for practice and games. In addition, it will open up opportunites to host tournaments which would draw people from outside of our county.

Population to be benefitted by the project (including any special population groups):

Castle View high school students, local youth teams, and community members.

**Funding Information:**

Total project cost: Musco Lighting: $421,610 and Griener Electric $143,000 (no installation).

Requested Amount of County Funding: $421,610 Percentage

of project funded by the County: 100% Applicant's financial

contribution: $0

Financial contributions from other grants or project partners:

N/A

In-kind contributions from other project partners:

N/A

**Project Narrative:**

Describe the proposed project, its overall intent and function, and funding request. Discuss the project's anticipated construction timeframe. Describe any additional approvals, permits, easements, or agreements required for the project. State who owns the property and will maintain the project in perpetuity.

The proposed project involves the addition of lights to the turf field at Castle View High School. This initiative is intended to benefit not only the students of Castle View High School but also the broader Castle Rock and Douglas County communities. The primary goal is to enhance access to much-needed field space for both school activities and community use, particularly for local youth athletic teams.

Currently, field space is in short supply, and this project will significantly increase the availability of high-quality fields for practices, games, and events. With the installation of lights, the fields can be utilized during evening hours, extending the amount of time they are accessible for both school and community use. Additionally, this enhancement will support the hosting of tournaments, drawing participants and spectators from across the local area and the state, which will provide both athletic opportunities and economic benefits to the community.

The construction for this project is anticipated to take approximately 8-12 weeks.
The school district will own and maintain the lights in perpetuity, ensuring their proper upkeep and long-term functionality.

Approvals and Agreements:
All necessary approvals, permits, easements, and agreements will be obtained prior to construction, in accordance with district and municipal requirements. This project reflects a collaborative effort to enhance resources for the school and the community, supporting both educational and recreational activities for years to come.

**Additional Documentation:**

- [x] Maps showing project location, vicinity map, and proposed geographic service or benefit area.
- [ ] Overall site plan and color rendering for all proposed improvements. Include conceptual plans for proposed future phases. Separate applications are required for any requests to fund future phases.
- [ ] Other information the applicant deems useful for understanding its request

**Signature:**

**Date:** 1/23/25

## Musco Sports Lighting: Budget Estimate

May 2024

Castle View High School Football
Castle Rock, CO

Thank you for the opportunity to discuss Musco's Light-Structure System with TLC for LED™ Total Light Control and the benefits it will bring to the football field at Castle View High School . We are excited to offer this innovative system, and are confident you will see the value for many years to come.

This estimate includes Musco's Light-Structure System with TLC for LED™ . This system includes pre-cast concrete bases, galvanized steel poles, remote electrical component enclosures, pole length wire harnesses and factory-aimed and assembled luminaries.

**Benefits of Musco's Light-Structure System with TLC for LED®**

- Guaranteed light levels
- Control-Link® System for remote on/off control and performance monitoring with 24/7 customer support
- BallTracker™ technology – targeted aerial light optimizing visibility of the ball in play with no glare for players
- Reduction of spill light and glare by 50% or more
- Reduction of energy and maintenance costs by 50% to 85% over typical 1500w HID equipment
- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

**Estimated Project Cost: Material Only**

**Football Field** *-50 Footcandles* **(*360' x 160'*)** ..... **$270,000-$290,000**
**Adder: Entertainment Control Packages**..... **$10,000**

Pricing is based on May 2024 pricing and is subject to change.

This **estimate** includes anticipated equipment only. This estimate assumes 480v/3 phase power being located within 100' of the site. It does not include the cost of a new electrical transformer, sales tax, permitting fees, underground electrical or bonding. It also assumes standard soil conditions. Rock, bottomless, wet or unsuitable soil may require additional engineering, special installation methods and additional cost.

Thank you for the trust you have placed in Musco Lighting. Please feel free to contact me with any questions you may have.

**Marcelina Marvelli**
Sales Representative
Musco Sports Lighting, LLC
Phone: 720-614-1115
E-mail: Marcelina.marvelli@musco.com

Musco Sports Lighting, LLC 2012
www.musco.com • lighting@musco.com

*(See Quotes Below

*Quotation Price – Materials Delivered to Job Site and Estimated Installation*

*Football Field(Materials Only) - .....$ 230,000*
*Estimated Install Guarantee Electric.....$164,820*
*Adder : Additional Electrical from the School's main electrical room.....$26,790*

*Sales tax, bonding, labor, installation, and unloading of the equipment are not included.* $421,610
*Quote is confidential. Pricing and lead times are effective for 30 days only. Prices are subject to change if the order is not released within 60 days from the date of the purchase.*

***Light-Structure System™ with Total Light Control – TLC for LED™ technology***

**Guaranteed Lighting Performance**

- Guaranteed light levels of 50 Footcandles and uniformity of 2.5:1
- BallTracker® technology – targeted light, optimizing visibility of the ball in play with no glare in the players typical line-of-sight

**System Description**

- Factory aimed and assembled luminaries, including BallTracker® luminaires
- Galvanized steel poles
- Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies

**Environmental Light Control**

- Spill light minimized
- Off-site glare light minimized

**Control Systems and Services**

- Lighting contactor cabinet to provide onsite on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support

**Operation and Warranty Services**

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

October 28, 2024

Commissioner George Teal, District II
Board of County Commissioners
100 Third Street
Castle Rock, CO 80104

CC: Councilman Kevin Bracken – Town of Castle Rock

Project: Castle View High School – Football Field Stadium

Lighting Reference: Scope and Pricing

Dear George,

Please see our scope and attached pricing options for the Castle View High School – Football Field Stadium Lighting Addition:

**TOTAL PRICE $319,570.00**

The following qualifications, inclusions and exclusions also apply.

We appreciate the opportunity to quote this project for you and look forward to working on it with you. If you have any questions, or require additional information, please contact me.

Sincerely,

**GREINER ELECTRIC**

Tom Tarver,
Director of Market Development

## QUALIFICATIONS, INCLUSIONS, and EXCLUSIONS

### Qualifications

1. Based on the following:
    - Based on Greiner Electric Design and Cooper Lighting Solutions.
    - Electrical Engineering by Greiner Electric.
2. Based on (1) mobilization for project completion.
3. Installations per NEC.
4. Assumes existing systems are to code and in good working order.
5. Assumes a laydown and preparation area is available adjacent to the field.
6. Includes startup and training.
7. Based on all work being completed during standard business hours.
8. Project schedule based on best practices and school schedules.
9. Traffic control and safety procedures as needed.
10. Pricing is good for 30 days.

### Inclusions

1. Geotechnical report.
2. Blue stake prior to installation.
3. Permit.
4. Crane installation.
5. Grounding per NEC.
6. Labeling.
7. As built drawings for record.

### Exclusions

1. Sales tax.
2. Site demolition or removal of any systems.
3. Utilities fees.
4. Fill dirt and rock excavating.
5. Utilities costs for temporary utilities power.
6. Work required for noise control.
7. Dewatering power.
8. BIM/3D CADD.
9. Performance and payment bond costs.
10. Additional work by inspection or permitting authority.
11. All costs associated with cutting, patching, and painting.

# PROJECT SCOPE

**SITE**

Soils testing of site, Geotechnical report to be provided prior to installations.
Based on typical 10ft caisson, depth will be determined by soils test. Depth may increase to 14ft, added cost would be provided at that point.
Site preparation for safety and installations.
Underground electrical systems will be trenching and backfill around track and field, reuse of soils with compaction to standard.
Agreed upon laydown areas for installations with safety and priority.
We need access to the site for construction using standard 2-wheel drive rubber tire equipment.
Work required to be performed on track surface will be minimized or avoided whenever possible, when necessary, and surface protection will be provided as needed.
No work performed on or under the football field.

# ELECTRICAL SCOPE OF WORK

A physical site electrical systems and power review confirmed upgraded electrical power feeders were prior installed (not shown on country drawings), so sufficient power is available to allow expansion for new lighting package with these modifications below:

- Readjustment of overcurrent protection in MDP to allow required power for new lighting.
- Addition of (1) new 480V panel for lighting system in field house.
- Underground raceways to perimeter of field and track, no impact to track or field.
- Grounding of systems and new light poles.
- Soil finishing at pole bases.

# LIGHTING PACKAGE

**See attached photometric, itemized lighting cost and owner review submittals for complete installation of lighting package.**
https://www.dropbox.com/scl/fi/nzibjjnk48ubqg2aq8v4h/Castle-View-HS-FB-Proposal5_.pdf?rlkey=fvlx7tvpwmj8iqag1su09dm2h&st=dgkb3yys&dl=0

Provide design layout, aiming diagrams.
Remotely commission controls (with subcontractor assistance) and staff training. Caissons to code.
Crane and stabilization.
BMK Utility Line Pole Foam for caisson base installation https://bmkproducts.com/products/polecrete-stabilizer/. Erect and aim each light pole assembly.
Includes wireless control system.
Full onsite programing startup.
Ephesus uses COB – chip on board LEDs with a redundant power supply design to warranty the lighting system. This warranty holds true even if left in operation 24 hours a day for 10 years. That equates to 8,760 usage hours per year for 10 years.

*Current installation to field house from school has upgradable capabilities for increasing power for future baseball field lighting.

Douglas County Commissioners 100
Third Street
Castle Rock, CO 80104

**Subject: Letter of Support for Castle View High School Turf Field Lighting Project**

Dear Commissioners,

On behalf of the Douglas County School District, we are writing to express our strong support for the financial request of $421,610 for field lighting for the turf field at Castle View High School. We believe this project represents an incredible investment in CVHS, the Castle View feeder community, and the greater Castle Rock community.

As a proud community school district, we understand the vital role that facilities like the CVHS turf field play in the lives of our students and families. This project will directly benefit the children of Castle Rock and their families by significantly expanding access to the field. The addition of lights will allow for evening and late-night usage, creating opportunities for:

- **Increased athletic programming:** More practice and game times for school teams, allowing for greater participation and skill development.
- **Expanded extracurricular activities:** Opportunities for marching band, clubs, and other student groups to utilize the field after school hours.
- **Community use:** The lights will enable the field to be used for community events, youth sports leagues, and recreational activities, fostering a stronger sense of community and promoting healthy lifestyles.
- **Enhanced safety:** Improved visibility will create a safer environment for all users during evening hours.

The ability to utilize the turf field during evening hours is particularly crucial in Colorado, where daylight hours can be limited, especially during the fall and winter months. This investment will maximize the use of this valuable resource and provide countless benefits to our students and the broader Castle Rock community.

We firmly believe that this project will have an immeasurable positive impact on our community. We urge you to favorably consider this funding request and help make this important project a reality.

Sincerely,

Erin Kane Superintendent

## EXHIBIT B

## PAYMENT TERMS

The Board will provide up to **$336,769.00** in funding to Owner/Manager to be used exclusively for the Project as described in Exhibit A.

Approved funding will be paid as follows:

- The Board agrees to make a one-time payment of $336,769.00 to the Owner/Manager in 2026 within 30 days of the execution of this Agreement.
- Owner/Manager is responsible for any amounts for the Project in excess of the total funds awarded under this Agreement.
- Funds awarded for this Project shall only be used for costs directly incurred by the Owner/Manager for equipment and actual work completed designing or constructing the Project in accordance with the plans, budget, and schedule previously approved by the Board. No administrative, legal, maintenance, or other indirect design/construction costs will be reimbursed unless expressly permitted in writing by the Board. Any changes to the Project not approved by the Board may not be paid and any resultant reduction in costs of such changes may be deducted from the total Funding Award.

No official, officer or employee of the Board shall have any personal or beneficial interest whatsoever in the services or property described herein, and Owner/Manager shall not to hire, pay, or contract for services of any official, officer or employee of the Board or otherwise take any action that could constitute or create a conflict of interest with the Board.

**EXHIBIT C**

**REPORTING REQUIREMENTS**

Owner/Manager shall submit quarterly reporting to the Board of the progress on the Project. These reports shall include percentage complete, timeline/schedule to completion, any significant issues, and other information requested by the Board for this particular Project.

In addition to the above, the Owner/Manager shall provide a final report to the Board within 90 days of the completion of the Project. The purpose of this report is to describe the results of the funding award. Focus your answers on how the Project was beneficial to the community and the outcomes you observed. Provide as much narrative as needed to demonstrate success and tell your story. A sample report is shown below. Please review the organizational information and correct any information that may have changed.

**Project Period:** **January 1, 2026 – December 31, 2026**

**Organization**: **DCSD**

**Project Name**: **Castle View High School Field Lights**

**Funding Amount**: **$336,769.00**

1. Describe how the Project funds were used, the progress made toward your goals and objectives and the impact on your facility (e.g. results or outcomes).

2. Describe any feedback you have received from outside your organization as a result of the Project.

3. Did you form any new partnerships? If yes, please describe the partnership(s) and the impact on your efforts.

4. If there were any major variances in the anticipated expenditures as compared to the approved budget submitted in your application, please describe what changed.

5. How many individuals are served by your organization that will be impacted by the Project?

6. Please provide pictures and/or design plans of the Project.

_____ _____

**Signature of Executive Director or Authorized Board Officer** **DateEXHIBIT**

Douglas County School District
Learn Today, Lead Tomorrow

701 Prairie Hawk Drive
Castle Rock, Colorado 80109

***Superintendent File: KF***

# COMMUNITY USE OF SCHOOL FACILITIES

It is the intent of the District to make school facilities available for public use to the greatest extent possible without infringing on their primary purpose – the education of children. Where assessed, fees are not intended to profit the District but rather to defray the additional costs of public use and/or maintain and/or enhance the facilities used.

Use of school facilities by community and other authorized groups shall not constitute an endorsement by the District of any organization or group.

The District reserves the right to assess building/facility use fees, to refuse approval, or to cancel approved use of a school building or facility. Use of buildings/facilities will be denied if an organization intends to use school facilities to engage in conduct that is contrary to federal, state, or local law.

Rental fees and District personnel fees, such as custodians and auditorium/stadium managers, will be set yearly by the Superintendent or an approved designee.

Adopted: November 21, 1978
Revised: June 3, 1986
Repealed by the Board and re-enacted and revised by the Supt.: March 16, 2004
Revised: August 30, 2022

## LEGAL REF.:

C.R.S. 22-32-110(f)

Douglas County School District
Learn Today, Lead Tomorrow
701 Prairie Hawk Drive
Castle Rock, Colorado 80109

# *Superintendent File: KF-R-1*

## COMMUNITY USE OF SCHOOL/DISTRICT FACILITIES

### Administrative Procedures and Regulations

District facilities are built and maintained through community support. For this reason, the District encourages the community to use its facilities when not in use for educational programs and district/school sponsored activities/sports in accordance with the following rules, regulations, and rental schedules.

*Rental Application Process*

The community may rent district facilities Monday-Friday before and after normal school hours and weekends. Applications shall be completed and submitted to the District a minimum of ten days prior to the event for which the community seeks to rent the facility. Applications can be found at dcsdk12.org on the Facility Rental page. All applications are initially reviewed by the individual school or facility. If the application is approved by the school or facility, the District's Facility Rental Office will forward a rental agreement and invoice to the applicant. This rental agreement will serve as the applicant's authorization for use to the building staff at the time of use. The district building staff may deny use of the facility if the rental agreement is not presented.

The Facility Rental Office has the sole authority to enter into rental agreements on behalf of the District. Organizations that seek to rent facilities shall neither negotiate with, nor pay any school employee or booster club directly.For use of the Legacy Campus, please contact the Facility Rental Office to confirm the facility's availability. For Legacy Campus events, the District may require more than the ten days notice to ensure proper event management service can be provided. A separate rental contract will be required for this facility. The Legacy Campus may have differing cancellation policies negotiated in the rental contract. In the case of any conflict, the terms and conditions of the rental contract shall supersede this regulation.

*Denial of Requests*

The District reserves the right to deny use of facilities to any applicant when the intended use would be substantially disruptive to the operations of the District or any of its programs, or otherwise detrimental to the best interests of the District. Reasons the District may deny an application include, but are not limited to, the following:

- In the event of budget constraints or staffing shortages, some or all buildings/facilities may not be available for external use. District activities may be permitted.

- Buildings/facilities may be unavailable at certain times during weekends, holidays, summer vacations, or when they are scheduled for maintenance or custodial programs.
- A group's failure to comply with the District's procedure for building use or the misuse or abuse of buildings, facilities, equipment or grounds may be cause for immediate and future denial and/or immediate ejection by school/facility administration or custodial staff.
- Violation of federal, state or local laws or District policies or procedures may be grounds for a denial of a future request, as well as the immediate revocation of use and surrender of the premises.

*Cancellation*

Cancellation of any event by the renter must be received by the Facility Rental Office no later than 72 hours prior to the start of the event in order to receive a refund. If cancellation occurs within 72 hours, no refund will be issued.

The District reserves the right to cancel facility rental activities should the space be needed for district or school-related activities. This privilege will be used only when necessary. The District will attempt to provide suitable, alternative space.

When school is canceled or released early for emergencies, weather conditions, or other unforeseen reasons, all scheduled community rental (IGA, MOU and Partnerships included) activities will be canceled.

**General Requirements**

All approved renters must abide by the following general rules and requirements:

1. Any facility use shall not create a nuisance or hazard to other persons.
2. The renter shall be responsible for the conduct and control of all participants and spectators and shall ensure the use of the facility complies with all applicable federal, state and local laws and District policies, rules and regulations.
3. When any school/district building is occupied by an external organization on the weekend, a Rental Assistant (District provided staff that shall be paid by the renter per the rental agreement) shall be present for the duration of the event.
4. District schools, facilities and parking lots shall not be used for car washes or private family use (e.g., wedding receptions, funerals, memorials, family reunions, parties).
   Renters shall confine themselves to the room(s) and corridor(s) assigned for their use during the approved time. Areas shall be vacated completely at the agreed-upon ending time.
5. Renters who fail to timely vacate the facility shall be assessed additional charges and may be denied use of facilities in the future.
6. All rental areas are required to be left in the same or better condition as the start of the rental. The District recommends taking a photograph of the area when you arrive. Renters must return furniture and other items to their original location after use.
7. Renters are prohibited from using school materials and supplies located in any facility.
8. Renters must obtain approval from the school/facility administration for sales of prepackaged

food and drink prior to the event. This includes the use of food trucks.

9. Renter must follow policy KFAB and KFAB-E for any drone use during non-District sponsored events.
10. The use and possession of narcotics, drugs and controlled substances by any person or group on District property is strictly prohibited.
11. The use and possession of alcohol is prohibited unless otherwise specifically authorized in limited circumstances in District facilities other than District operated neighborhood or magnet schools. In such limited circumstances, serving, consuming, using and/or possessing alcoholic beverages at a non-school sponsored event held pursuant to a facilities use agreement may be authorized by the Superintendent or designee. In such limited circumstances:
    a. Non-alcoholic beverages and water should be available;
    b. Food should be available for consumption at the event;
    c. Alcohol should cease to be served and/or made available for consumption by event participants at least one hour prior to the event's conclusion;
    d. Adequate security must be provided by renter to monitor the event and its participants; and
    e. Renter must provide the District with proof of compliance with all applicable local ordinances and regulations authorizing the sale, consumption, possession and/or use of liquor and/or alcoholic beverages during the event, including a special events liquor license.
12. Smoking, vaping, and tobacco use on all District property is prohibited at all times.
13. Animals are not allowed on school property, with the exception of service animals.
14. Neither gambling nor unlicensed games of chance that are not legally authorized shall be permitted in District buildings/facilities. Only generally accepted amusement games may be conducted at student-oriented or similar activities.
15. No supplies, equipment or trailers shall be stored in school buildings or on school property without District approval from the school administration and the Facility Rental Office.
16. Temporary signage is permissible only on contracted use days, beginning one hour prior to use, and shall be removed no later than one hour after contracted use time.
17. Renters shall not access District secure internet facilities unless approved by the school/facility administration and Facility Rental Office.
18. All renters must provide proof of insurance before the event begins stating Douglas County School District as an additional insured with a minimum of $1,000,000 in general liability coverage, except that proof of insurance with a minimum of $2,000,000 in general liability is required for rental of the Legacy Campus. If alcoholic beverages are approved in accordance with this policy, the renter must provide proof of insurance before the event begins stating Douglas County School District is an additional insured with a minimum of $2,000,000 in general liability coverage as well as proof of liquor liability insurance coverage.

*Grounds and parking lots*

1. Placement of buildings, structures, trailers or equipment by outside organizations will only be allowed on District property with the approval from the school/facility administration and Facility Rental Office.
2. Vehicles shall be restricted to established roadways and parking lots.

3. Approved applications are required for use of all athletic fields, tracks and courts.
4. The District shall charge renters for any expenses incurred by the District in connection with renters' use of facilities.
5. Renters are prohibited from altering or modifying school/facility grounds and athletic fields without approval from the District Grounds Foreman and the Facility Rental Office.

*District-Owned Equipment*

1. Furniture and equipment located in District schools/facilities shall not be loaned or rented to any person or organization for use off premises. This equipment may be used in District buildings only, with the permission of the building administrator, and only by qualified personnel of the District.
2. No equipment or furniture shall be altered or moved by users unless approved by the Facility Rental Office or school/facility administration. Specifically included in this category are basketball backboards, bleachers, scoreboards and wrestling mats.
3. Due to increased risk and liability of kitchen equipment, District kitchens are not available for rent. Contact the Facility Rental Department for any exceptions to use of the Legacy Campus kitchens.

*Religions Organizations*

Community-based religious organizations may rent school buildings for religious services, Sunday school or other functions of religious service or religious instruction (i.e., seminars, revivals). Rental by these organizations is permissible only after school hours and when not otherwise occupied for school-related activities and shall be subject to all approval and regulatory conditions applicable to other organizations.

*Employee Use of District Facilities During Non-Working Hours*

District employees shall not use their position with the District for private or individual gain and therefore shall not use District facilities, equipment, or supplies for personal, family, or business purposes.

With regard to facility rentals, the District recognizes that many of its employees work with District students outside of school hours (coaching a club sport, enrichment classes, tutoring). The Facility Rental office waives hourly rental fees if the activity is a school sponsored event. A rental agreement, insurance, rental fees and other rental policies shall be applied for use that is not school sponsored, including all events where employees seek to use District facilities for personal or individual business reasons.

Unauthorized use of a District facility by any employee will be handled in accordance with policy GBEA (Staff Conflicts of Interest) and its accompanying regulation. The cost of additional wear and tear to District facilities as well as the direct cost of utilities and personnel cost should not be borne by the taxpayer in these cases.

**Rental Rates**[1]

Cost classification standards for groups using District facilities are posted on the District Facility Rental website. Rental charges, as per hourly fee schedule, will be based on the length of time the facility is used, inclusive of that period preceding the opening or beginning of the activity that is used for rehearsals, decoration, or preparation, as well as that period following the closing of the activity necessary for the removal of property, dismissal of personnel, and return to normal use. Rental Assistant fees will apply to the approved rental that is scheduled on a holiday, Saturday/Sunday and if the school requires additional staff during the week due to the type or size of the event.

Rental fees are payable in advance for dates specified on the application. All checks or money orders shall be made payable to the "Douglas County School District." Additional charges accrued during the event by the user are due within five business days after receipt of invoice.

*No Rental Fee (hourly rental assistant fees or other direct cost may still apply):*

- Law enforcement agencies located within Douglas County conducting business for the police/sheriff/fire department.
- Governmental general elections and precinct caucuses. Other political activities may be charged at the lowest rate available.

[1] Rates do not apply to the Legacy Campus. The Facility Rental Office should be contacted for specific details related to rental of the Legacy Campus facility.

- Users who are considered to be part of the regular school curriculum.
- Users who are participants in school-sponsored student activities, such as athletic and music groups, student clubs and plays, student council, and social events.
- School affiliated users, such as Parent Teacher Organizations, or school-related parent groups as approved by the individual school and the Facility Rental Department. No entry or participant fees may be charged for these events in order to qualify for no rent status.
- Forums for candidates for the Board of Education, where such forums are open to the public without charge, and all candidates are invited to participate.

*Non-profit Douglas County Youth Rate:*

- Non-profit recreational and educational groups and organizations serving primarily Douglas County youth.
    - Proof of non-profit status must be provided in the name of the organization requesting the rental and providing the insurance (i.e., an organization cannot submit a request using another organization's name in order to bypass approved rates).
- Other political activities outside of required general election and caucus activities.

*Non-profit Community Rate:*

- Recreational, homeowner associations, educational, religious, charitable, athletic and governmental groups and organizations that hold legal not-for-profit tax status that do not primarily serve Douglas County youth.
    - Proof of non-profit status must be provided in the name of the organization requesting the rental and providing the insurance (i.e., an organization cannot submit a request using another organization's name in order to bypass approved rates).

*Commercial Rate:*

- All youth and adult activities that are sponsored by individual(s), groups, and organizations that do not hold not-for-profit tax status through the state of Colorado or Internal Revenue Service.
- Any organization or individual(s), including District employees or groups, that use District buildings/facilities for the purpose of generating revenue by charging for admission or requesting donations from spectators and/or participants, or selling merchandise and/or services.

**User Responsibility and District Indemnity**

1. The electronic signer of the Agreement for Non-School Use of School Facilities will be considered the legal agent of the organization using the building/facility and, as such, will be responsible for compliance with all conditions for building use. The applicant signing the Agreement and the organization represented will defend, indemnify and hold harmless the District and any person whose property may be within that building, for loss or damage to such property caused by any persons attending said meeting, and for any damage or injury arising out of, or in any manner attributable to the holding of said meeting or the use of such building or facility by reason of holding said meeting.
2. The applicant shall be responsible for the conduct and control of all participants and spectators and shall see that all applicable federal, state, and municipal laws and regulations, and District policies and regulations are followed. All community user groups must identify an on-site adult responsible for supervising the event and as contact for the District. Users must have a copy of the approved Facility Rental Agreement in their possession at the time of the event.
3. The applicant must agree to be financially responsible to the District for any and all damage that occurs to the buildings and property during the period of use. Excessive wear to the District's property caused by non-school users will be charged to the user. If, in the opinion of the Facility Rental Office, a proposed activity will cause excessive wear, or require extensive custodial time, the Facility Rental Office may also require security coverage, or deny the request.
4. The District property insurance and comprehensive general liability insurance does not provide coverage to community user groups. The user will be required to provide a certificate of comprehensive general liability insurance in the amount of $1,000,000 per occurrence or as otherwise required by this policy. The certificate of insurance must have an endorsement naming the Douglas County School District as an additional insured. The District reserves the right to require different types of insurance dependent on user activities.

Approved: June 3, 1986; Revised on the basis of Board action. Revised: November 20, 1990
Revised: August 20, 1991
Revised: November 1, 1994
Revised: October 20, 1998
Revised May 1, 2001
Repealed by the Board and re-enacted and revised by Supt: March 16, 2004 Revised: March 14, 2005
Revised: April 3, 2013
Revised: August 30, 2022

4938-7859-3909, v. 1

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Ryan Arthur, Community Programs Coordinator

**DESCRIPTION:** 2026 Public Contract for Services with River North Transit LLC For Regional Rideshare Services in the Amount Of $4,404,615.00.

**SUMMARY:** Douglas County intends to continue providing Link on Demand (Link) regional rideshare service in Highlands Ranch and expand east through portions of unincorporated Douglas County into the Town of Parker in 2026. The request is for approval of the 2026 Public Contract of Service (PCS) between the Douglas County Board of County Commissioners (BCC) and River North Transit LLC, a subsidiary of Via Transportation Inc. (Via), to provide regional rideshare in the amount of $4,404,615.

**RECOMMENDED ACTION:** The County Attorney's Office has reviewed the Contract, and it complies with all State and local requirements. Staff recommends approval of the 2026 PCS between the Board of County Commissioners and River North Transit LLC in the amount of $4,404,615.

**REVIEW:**

| | | |
|---|---|---|
| Jennifer Eby | Approve | 2/12/2026 |
| Jeff Garcia | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/20/2026 |
| Jennifer Eby - FYI | Notified - FYI | 2/20/2026 |

**ATTACHMENTS:**

Cover Page
Staff-Report_Via-PCS_20260224

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**ATTACHMENTS:**

Staff-Report_Via-PCS_20260224

DOUGLAS COUNTY
COLORADO

# Contract Staff Report

| | |
|---|---|
| **Date:** | February 10, 2026 |
| **To:** | Douglas County Board of County Commissioners |
| **Through:** | Douglas J. DeBord, County Manager |
| **From:** | Jennifer L. Eby, AICP, Director of Community Services |
| **CC:** | Ryan Arthur, Community Programs Coordinator<br>Allison Cutting, Supervisor, Community Services<br>Rand M. Clark, CCAP, NCRT, Assistant Director of Community Services<br>Janet Herman, P.E. Public Works Director<br>Zeke Lynch, P.E. Assistant Public Works Director, Engineering |
| **Subject:** | **2026 Public Contract for Services with River North Transit LLC for regional rideshare services in the amount of $4,404,615.** |

**Board of County Commissioners' Business Meeting** **February 24, 2026 @ 1:30 p.m.**

## I. EXECUTIVE SUMMARY

Douglas County intends to continue providing Link on Demand (Link) regional rideshare service in Highlands Ranch and expand east through portions of unincorporated Douglas County into the Town of Parker in 2026. The request is for approval of the 2026 Public Contract of Service (PCS) between the Douglas County Board of County Commissioners (BCC) and River North Transit LLC, a subsidiary of Via Transportation Inc. (Via), to provide regional rideshare in the amount of $4,404,615.

## II. REQUEST

Staff requests approval of the 2026 PCS between the Board of County Commissioners and River North Transit LLC in the amount of $4,404,615.

## III. BACKGROUND

The Douglas County Integrated Transit and Multimodal Study (Study), completed in 2025, recommended microtransit service in northern Douglas County as a strategy to meet the transit and mobility needs of the community. The County partnered with the City of Lone Tree to expand the City's popular and successful Link service into Highlands Ranch. River North Transit LLC, a wholly owned subsidiary of Via, was selected as a Preferred Vendor to provide the recommended service and a PCS was executed to operate Link through March 31, 2026. Link was launched in Highlands Ranch on May 27, 2025, and has provided over 72,000 trips, consistently receiving a 4.9 out of 5 star rider rating.

## IV. DISCUSSION

Via currently operates regional rideshare service in Lone Tree, Highlands Ranch, and Meridian. The 2026 PCS maintains service in the Western Zone, including Highlands Ranch and Acres Green, and supports an expanded Pilot Project (Pilot) to the east as recommended in the Study.

The Pilot, referred to as the Eastern Zone, will add service into the northwest and central portions of Parker and the unincorporated communities of Meridian Village, Grand View Estates, Stepping Stone, and Stonegate. Service includes regional connections to shopping, employment, and healthcare centers, ADA accessibility, and integration with the Regional Transportation District (RTD). An additional ten vehicles will be added to support the Eastern Zone, increasing total ridership capacity by over 1,300 rides per week. The Eastern Zone will launch in April 2026 and serves the general public.

The cost of providing service in each zone is as follows:

| | |
|---|---|
| **Western Zone** | |
| Highlands Ranch & Acres Green | $2,792,010 |
| **Eastern Zone** | |
| Unincorporated Douglas County | $ 400,750 |
| Town of Parker | $1,211,855 |
| **TOTAL** | **$4,404,615** |

The PCS will be funded through Road and Bridge Sales and Use Tax revenue, State grants and a contribution of $250,000 from the Town of Parker in support of the County's provision of regional rideshare in the Eastern Zone.

## V. RECOMMENDED ACTION

The County Attorney's Office has reviewed the Contract, and it complies with all State and local requirements. Staff recommends approval of the 2026 PCS between the Board of County Commissioners and River North Transit LLC in the amount of $4,404,615.

**ATTACHMENTS** **PAGE**

2026 Public Contract for Services with River North Transit LLC ..... 3

## 2026 PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** ("Contract") is made and entered into this ____day, of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **RIVER NORTH TRANSIT 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 microtransit services in Douglas County; 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:** Ryan Arthur, Community Programs Coordinator (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 **FOUR MILLION FOUR HUNDRED FOUR THOUSAND SIX HUNDRED FIFTEEN DOLLARS AND ZERO CENTS ($4,404,615.00)** for fiscal year 2026. 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 **FEBRUARY 25, 2026**, and terminate at 11:59 p.m. on **MARCH 31, 2027**. This Contract shall remain in effect for one (1) year with an option to renew for two (2) additional years, unless this Contract is earlier terminated as provided herein. 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 Contractor's gross negligence or willful misconduct; 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. Neither Party will be liable for any indirect, incidental, special, consequential, reliance, or punitive damages or lost or imputed profits or lost data even if advised of the possibility of such damages. Other than with respect to fees paid or payable by the County under the Contract, each Party's total liability for all claims arising under this Contract will be limited to direct damages in an amount equivalent to the fees paid or payable to the Contractor with respect to the Contractor services, as applicable, under the Contract out of which the claim arose during the twelve (12) months immediately preceding assertion of the claim.

**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 Contract 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 Parties agree to not terminate this Contract in the first six (6) months of the Term. Effective August 25, 2026:

a. The County shall have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, which notice shall be given at least ninety (90) days before the effective date of such termination for cause or convenience; or
b. The Parties shall have the right to terminate by mutual written agreement for mutual convenience, which agreement of such termination shall be made at least thirty (30) 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, Dept. of Community Services
Attn: Ryan Arthur, Community Programs Coordinator
100 Third Street, 2nd Floor
Castle Rock, CO 80104
Ph: (303) 814-4326
Email: rarthur@douglas.co.us

with a copy to:

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

and by the County to:

River North Transit LLC
Attn: Alex Lavoie
114 5th Avenue, Floor 17
New York, NY 10011
Ph: (888) 501-7511
Email: alex@ridewithvia.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:

1st This Contract, Sections 1 through 28
2nd Exhibit C - Insurance Requirements
3rd Exhibit A - Scope of Services
4th Exhibit B - Method of Payment
5th Exhibit D - Data Sharing & Project Data

**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 SERVICES**

River North Transit, LLC (the "**Contractor**") a wholly owned subsidiary of Via Transportation, Inc. ("**Via**") and Douglas County (the "**County**") have agreed to initiate the County's demand response transit service in Highlands Ranch, CO **("The Western Zone")** and in unincorporated Douglas County east of Parker and the Town of Parker, CO ("**The Eastern Zone**"). The Parties acknowledge that the Western Zone service has already launched pursuant to the Public Contract for Services entered into by the Parties on March 25, 2025, and agree to extend the duration of the Western Zone service pursuant to the terms herein.

In accordance with the Contract, the Contractor shall provide services on behalf of the County to effectuate the delivery of the microtransit project, with technology and technology-enabled integration services (the "**Project**"). The Contractor will provide fleet managers, vehicle suppliers, driver partners, background check providers, customer service support agencies, a payment processor, and insurance brokers and underwriters.

The following are priorities for microtransit services:

- Passenger safety: all patrons must feel safe for the service to be successful, particularly of the older adult, youth, and vulnerable populations.
- Interoperability with Link on Demand microtransit and the existing Link on Demand rider application
- Connections to commercial areas along Highlands Ranch Parkway, County Line Road for the Western Zone and the Park Meadows Retail Resort for both employment and shopping
- Connections to local schools, parks, and recreation centers, local hospitals and medical centers, social and human services, bus and light rail (specifically the RTD County Line LRT and RTD Littleton/Mineral LRT stations for Western Zone).
- Trips that are competitive in trip time and cost to a single-occupancy vehicle.

The Contractor's Services shall include:

- Localization of a proprietary cloud-based dynamic vehicle routing and real-time passenger aggregation system;
- Access to the Via mobile rider application (available for iOS and Android) for individuals using the County's service ("**Riders**") to reserve and pay for rides through a smartphone;
- Access to reservations through a dedicated phone line for Riders who do not have access to a smartphone;
- Access to the Via mobile driver application for drivers to route and service rides through a smartphone or tablet;
- Established relationships with a vehicle rental company ("**Vehicle Partner**") for access to rental vehicles and independent contractor driver partners ("**Driver Partners**") for transportation services;

- Accompanying technical and operational support service;
- Marketing and outreach initiatives as described herein; and
- Data sharing and reporting as described herein.

***Duration & Launch Date***

**Western Zone:** Upon service completion or termination of the Project, the Contractor will have 90 calendar days, or an earlier date as agreed upon by the parties, to submit to the County all final performance reports, a certification of expenses incurred that implement the Contract, and the necessary audit reports of the Contract.

**Eastern Zone:** The County will provide written notice to proceed to the Contractor at least four (4) weeks prior to the service launch. The County may only provide written notice to proceed once this Agreement, exhibits, and appendices are final and signed, and any necessary local and regulatory approvals have been received or registrations completed. Upon receipt of such written notice to proceed, the Contractor shall commence local preparation for launch. Upon service completion or termination of the Project, the Contractor will have 90 calendar days, or an earlier date as agreed upon by the parties, to submit to the County all final performance reports, a certification of expenses incurred that implement the Contract, and the necessary audit reports of the Contract.

***Service Parameters***

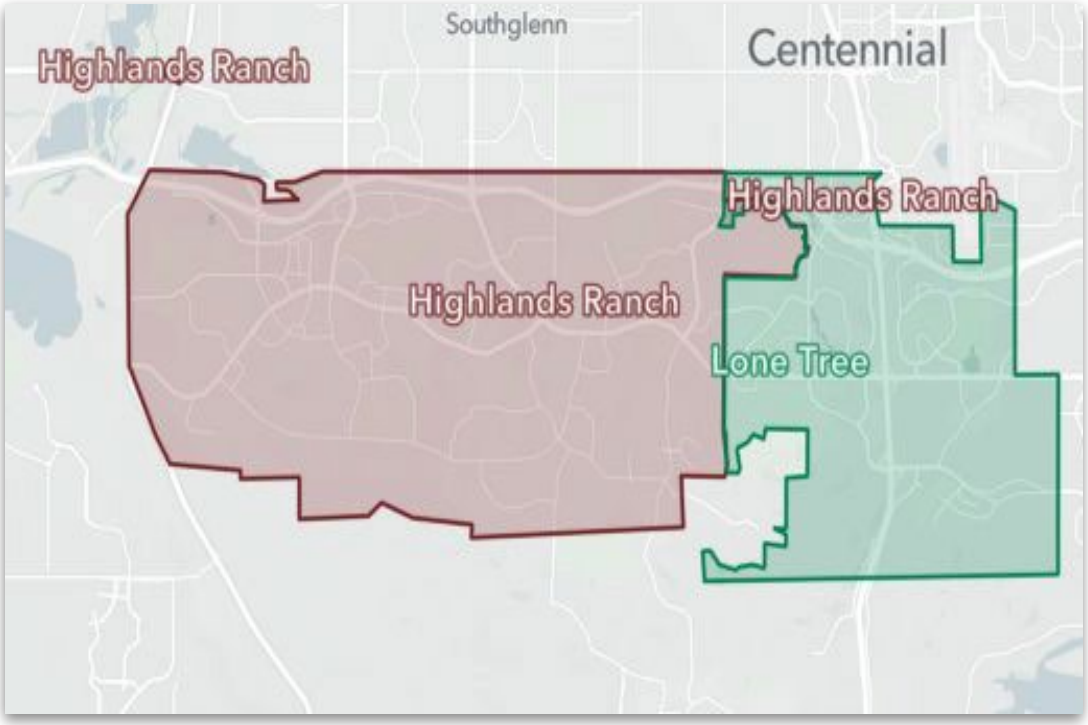
The Contractor shall provide access to a platform service (the "**Platform**") through which Riders will be able to reserve and pay for rides on a shared and on-demand basis and dedicated vehicles will be offered by the Vehicle Provider to Driver Partners on a rental basis.

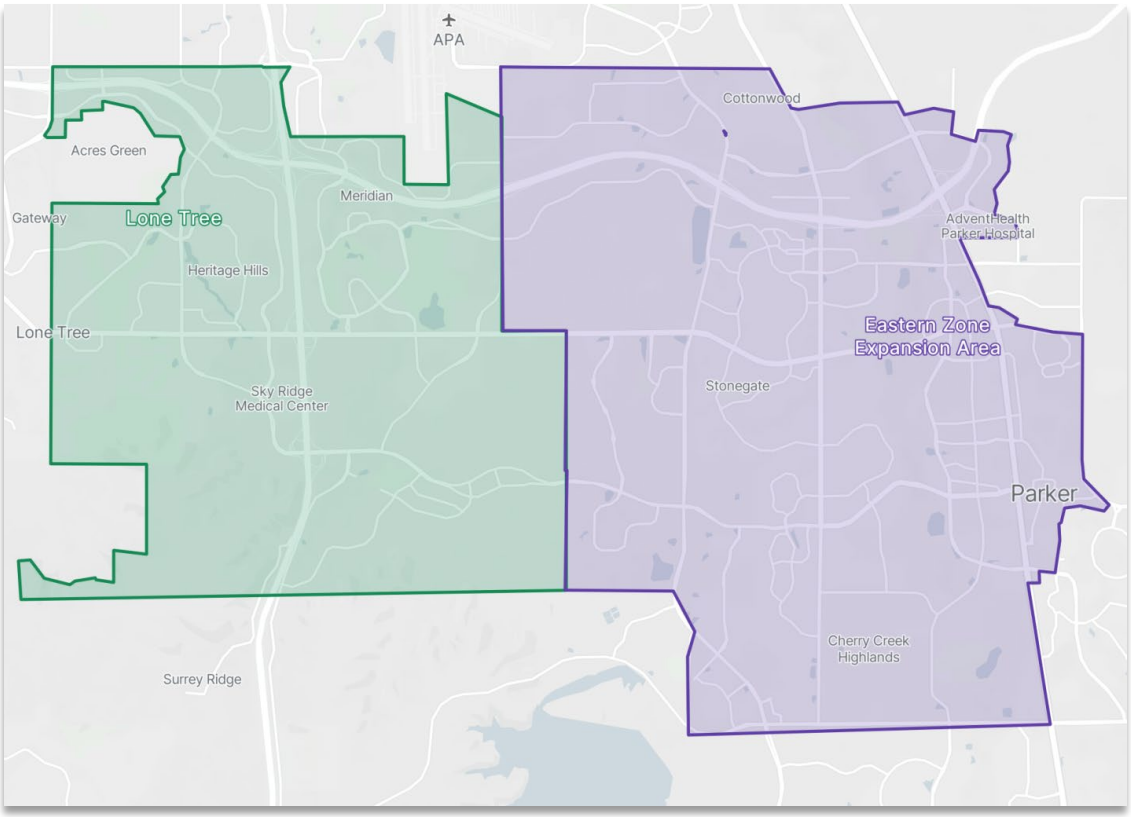
- **Geographic Coverage Zone**
  - **Western Zone**: Approximately 24 square miles full-coverage zone in Highlands Ranch, Colorado, with connections in to and out of the Lone Tree microtransit zone, the Park Meadows Retail Resort, and the RTD County Line and Littleton/Mineral LRT Stations.
  - **Eastern Zone**: Approximately 30.7 square mile zone in Parker, Colorado, aligned to the targeted zone outlined in the Douglas County Integrated Transit and Multimodal Study, the Stonegate area in unincorporated Douglas County, and Link on Demand's existing Lone Tree zone. The initial service boundaries are proposed below.

- **Key Performance Indicators and Vehicle Hours**:
  - **Western Zone**: The Contractor estimated that serving the entire Western Zone would comprise of 2,200 - 2,400 weekly rides, once the service has matured, with an estimated 750 weekly vehicle hours, an optimum number of vehicles at peak hours, and about 2.5 – 3.0 rides per vehicle hour. These performance metrics should be included in reports by the Contractor with the County's Project Manager as set forth in Exhibit D.

- **Eastern Zone**: The Contractor estimates that serving the zone will require 22,815 annual vehicle hours. Performance metrics should be included in reports by the Contractor with the County's Project Manager as set forth in Exhibit D.

- **Service Days/Hours**: Monday - Thursday (7AM - 7PM), Friday (7AM - 10PM), and Saturday (10AM – 10PM).






- **App**: The Contractor shall provide a fully tested smartphone app interface to allow passengers to reserve and schedule microtransit trips. The app will be fully integrated with the existing Link on Demand app. Beta versions are not allowed and the fully tested smartphone app interface must be publicly available to both iPhone and Android users, meeting ADA accessibility requirements. The App shall allow passengers to:
    - See the microtransit service zone and available vehicles on a map interface.
    - Rate drivers and service quality.
    - See information on the requested vehicle and driver prior to reserving a trip or pick up, including ability to see the estimated time of pick up at requested departure location and estimated time of arrival at requested destination.
    - Indicate if they need an ADA-accessible vehicle.
    - Indicate group size and specify if any children are in the group.
    - View real time audio/visual directions and notifications for drivers.
    - Create a passenger profile that identifies special needs of the rider in terms of vehicle type or accessibility.
    - Upgrade the technology for current and future app users, as becomes available.
    - Brand with the County service name and logo.
    - View the address and name of business when making a reservation.
    - Have easy passenger directions to a virtual stop or pickup point (for example, nearby cross street).
    - Reserve trips in advance.

- **Phone**: At all times in which the microtransit service is operating, the Contractor shall provide access to microtransit passengers without a smartphone through a dispatch phone number.

- **Website**: The Contractor shall provide a website to showcase the service, communicate any service changes, and provide a reservation option for those who may not be able to use the App or call-in options to request microtransit trips.

- **Rider Fare**: The rider fare will be **$0**. During the duration of the Project, rider fare may be amended by mutual agreement between the parties.

- **Rider Payment**: The Contractor shall ensure acceptance of Rider payment through the app via credit cards and pre-paid debit cards.

**Vehicle Fleet**: The Contractor shall provide the necessary vehicles to operate the microtransit service and be responsible for vehicle fueling, storage, appropriate licensing, preventative maintenance, cleaning twice weekly inside and out, and unscheduled maintenance of said vehicles, according to industry norms and best practices. Vehicles must be no more than four years old and must be set up for passenger service. Conversions from freight vehicles will not be allowed. For safety, vehicles shall be outfitted with GPS, AVL, and CCTV for vehicle routing, vehicle tracking, and vehicle monitoring/recording onboard activities. The Contractor shall propose additional safety measures that they have found successful in other similar programs.

The cost of the fleet should reflect the in-service and spare vehicles necessary to meet service demands. Initial service offering for the Eastern Zone will include a fleet of gasoline powered vehicles. 50% of the vehicles for the Eastern Zone will be hybrid vehicles. The Contractor shall highlight the pros, cons, and additional considerations of alternate fuel and electric vehicles.

The Contractor's vehicle fleet shall include a necessary number of branded, licensed, and insured vehicles, including Wheelchair Accessible Vehicles (WAVs), to provide adequate service to the public. The Contractor's vehicle fleet shall be made available to independent contractor Driver Partners who will gain access to these vehicles after registering on the Platform. If the Contractor's vehicle fleet is not sufficient to meet service requirements for any reason, the Contractor has the flexibility to (1) supplement the fleet with a temporary fleet that would include other makes and models, and/or (2) allow for Driver Partners to drive their own personal vehicles, to be deployed for temporary short-term periods, as necessary, to increase the supply of vehicle hours. If Driver Partners are to drive their own personal vehicles, the Contractor will provide magnets for personal vehicles to indicate to the public that these drivers are a part of the Project. The magnets will have similar branding used for the regular fleet to place on the exterior and both sides of personal vehicles.

- **ADA**: Transit fleet shall include enough ADA accessible vehicles that any passenger using a mobility device such as a wheelchair or walker can have that trip fulfilled in the equivalent timeframe to that of a passenger without a mobility device.

- **Third Parties**: The Contractor shall accept and work with any third-party service providers that the County may need to contract with to improve the transit service. The Contractor shall investigate integrating transit trip planning with RTD, CDOT Bustang, Google Maps, and any other relevant transit providers.

- **Branding**: The Contractor shall wrap vehicles as a County-branded service, according to the defined program brand, color scheme, and logo. The Contractor to provide design and costs associated with vinyl graphics application

- **Compliance**: The Contractor shall comply with all applicable local, state, and federal rules, requirements, certifications, clauses, and circulars. With the cooperation and assistance of the County, the Contractor shall ensure the execution of all necessary registrations and licensing required to perform the Services.

- **Storage**: The Contractor is responsible for storing, maintaining, and fueling the vehicles and housing operations, maintenance, and administration. Vehicle storage will take place at a County provided facility. For the Western Zone, in return for use of facilities for storage provided by the County, the Contractor will provide a parking credit of $2,000 per month on each monthly invoice. For the Eastern Zone, in return for use of facilities for storage provided by the County, the Contractor will provide a parking credit of $1,500 per month on each monthly invoice.

- **Service Adjustments**: The Contractor shall allow service adjustments to the transit service including fixed route schedule and routing, microtransit zone, service times, service days, and trip reservation parameters, as necessary to improve service over time. Service adjustments may require budget adjustments that may be discussed and agreed upon by the parties in writing as an amendment to the Contract.

***Project Team & Governance***

During the Project, the Contractor will be responsible for the integration of all relevant elements of the Project on a continuous basis and designate a project manager for this purpose who will lead the Contractor's Project Team. During the Project, the County will also designate a project manager to be the primary point of contact for the Contractor. The Contractor's Project Manager will be in regular contact with the County's Project Manager through informal and scheduled project meetings.

The Contractor's Project Manager may make day-to-day decisions related to the Services. The Contractor's Project Manager will appoint members to the Project Team to assist in the integration of the various elements of the Project, to include personnel with expertise in service scoping, independent contractor driver outreach and registration to the Platform, fleet maintenance procurement, marketing, and data analytics. The Contractor's Project Manager will have no power to serve notice or amend the Contract or its exhibits.

The Contractor's Project Team will be responsible for executing the following five primary tasks:

**Task 1: Program Management and Oversight**

- Program management plan including meetings, coordination, and communication.
- Establish a workplan that ensures the program meets the preferred service launch date, including a staffing plan.
- Provide a quality assurance/quality control plan/memo that outlines how the Contractor will proactively manage the operations and ensure the highest quality service possible.

**Task 2: Service Design Verification and Refinement**

- Analyze, verify, and finalize the proposed service plan and characteristics, in coordination with County staff, based on technology capabilities, costs, and service modeling.
- Make necessary final adjustments to service plan to optimize service delivery.

**Task 3: Launch Program, as applicable**

- Recruit and train all necessary staff ahead of launch.
- Field test of sample trip operations and make any additional service adjustments needed before launch.
- Creation of a Parker specific microtransit brand including vehicle wraps, advertising, and other promotional materials.
- Provide the County's communications team with input on marketing and outreach of service based on previous experience with similar services or industry best practices.
- Participate in launch promotional event.

**Task 4: Operation of Service**

- Daily service provision of safe and compliant service according to the service plan and associated local, state, and federal requirements.
- Continuous and ongoing service improvements.
- Daily service oversight, management, monitoring, and troubleshooting.
- Crashes, incidents, and complaint investigation and reporting.

**Task 5: Assessment and Evaluation**

- Regular reporting of key performance metrics and benchmarking of performance, along with associated dashboard, graphics, and data.
- Monthly written reports to the County on Launch Program progress, performance, challenges, and adjustments.
- Quarterly Business Review meetings between the parties.
- Annual Business Review meetings between the parties.
- Service adjustment suggestions and associated service change implementation.

***Driver Partner Registration & Supply Management***

The Contractor will source Driver Partners to provide transportation services to the County through the Platform. The Contractor will engage in a good faith effort to register Colorado residents as Driver Partners.

The Contractor will ensure that Driver Partners are properly screened, trained, licensed, and monitored, according to applicable federal, state, and local laws and ordinances required for the type of vehicles being operated. As part of Driver Partner registration for access to the Platform,

all Driver Partners will be introduced to the Contractor with the following areas covered: familiarization with the Project service areas; hours of service; the County's expectations; use of the Driver App; and reporting incidents and delays in service.

The Contractor will be responsible for ensuring that there is sufficient driver personnel, administrative staff, and call center/dispatch staff necessary to operate the microtransit service for each service zone within designated hours to meet demand with optimal quality of service, given constraints.

The Contractor shall conduct appropriate background checks and drug and alcohol testing pursuant to 49 CFR Part 40 and for the prevention of alcohol misuse and prohibited drug use in transit operations pursuant to 49 CFR Part 655. To ensure the safety of at-risk adults, the Contractor shall request background checks of the Adult Protective Services data system to minimize the potential of employing persons with a history of mistreating at-risk adults. All drivers will know the service area and/or be given adequate training prior to implementing service. All drivers operating a WAV vehicle shall be trained and certified to provide wheelchair service.

***Rider and Driver Partner Support***

The Contractor shall ensure the provision of customer service and support for Driver Partners and Riders on issues that arise in connection with use of the Platform.

Following each ride, the Rider will be prompted to submit a ride rating with feedback in the app. If an issue arises for a Rider or Driver Partner before, during, or after a ride, these parties will be able to reach customer support staff by phone, or by submitting an email ticket, which will be replied to promptly by such customer support staff through Via's global consolidated queues.

***Marketing, Promotions, & Press***

The Contractor shall work closely with the County to determine a unified marketing and promotional program that increases community awareness of the service and maximizes its success.

The Contractor will provide marketing strategy for the Project, including the following activities and tactics:

- Develop a marketing plan to guide the overall strategy and tactics to drive Rider awareness, acquisition, and growth.
- Design key marketing collateral (print and digital).
- Design vehicle branding/graphics in coordination with the County.
- Create virality by providing an intuitive and frictionless referral program with customizable incentive structures that creates opportunities for Riders to become the service's biggest ambassadors.
- Develop street marketing programs to effectively drive hyper-local awareness of the service.
- Manage digital marketing campaigns to build awareness and drive service adoption.

- Propose and implement in-app promotional programs to drive Rider activation, retention, growth.

The County shall assist with the execution of the marketing plan and promotion of the Platform to Riders, and will coordinate closely with the Contractor in all respects, including the following activities:

- Develop a media relations plan to drive publicity for the service unique to this area, including a press release and kick-off event that is planned in conjunction with the Contractor. All key project messaging used for public relations purposes is to be developed in collaboration with the Contractor. Any media announcement on the Project will be made available for the Contractor's review and approval prior to the Launch Date.
- Implement community outreach plan by meeting with key organizations and community members ahead of Launch Date and throughout the duration of the Project to educate, build awareness, and garner support for the service.
- Engage with local city leaders and politicians; request support in reaching out to their communities through their own communication channels.

The Project, including the rider app will be co-branded as "powered by Via". The "powered by Via" banner must be used only in the exact format provided by the Contractor and will be prominent on all assets promoting the Project, including (but not limited to) printed collateral, digital materials, websites, and any vehicle wraps. The "powered by Via" banner will have equal prominence on all marketing materials to any additional partner logos or trademarks. The Contractor may provide pre-approved brand assets and guidelines that must be complied with in all marketing communications distributed by the County.

All County-developed content that pertains to Via's brand, technology, and operations must be reviewed and approved in writing (i.e. email) by the Contractor before distribution with a minimum five business days review time.

***Data Security***

The Contractor shall identify and implement commercially available data security measures to protect customer personal information, including the use of multifactor authentication if applicable. These measures must comply with applicable local, state, and federal laws and regulations including the County's policies, procedures, regulations, ordinances, and practices.

***Data Sharing & Reporting***

The Contractor will share data from the Project as set forth in Exhibit D (the "Data Sharing & Project Data"). The Data Sharing & Project Data shall be made available in formatted numerical and graphical reports. The information above constitutes proprietary trade secrets of the Contractor and Via and shall be subject to the confidentiality obligations set forth in the Contract.

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## Exhibit B
## METHOD OF PAYMENT

The Fees for the Service are outlined below.

### Western Zone

The Contractor will require the County to issue ongoing monthly fees based on vehicle hours. All regulatory fees related to the service will be charged as a pass-through cost. The Project shall include a fleet of vehicles as described in Exhibit A, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed, including any change in fees. The total contract amount for the Highlands Ranch service shall not exceed two million seven hundred ninety-two thousand ten dollars and zero cents ($2,792,010.00).

**Douglas County: Via Total Not-to-Exceed Contract Value**

| | Price per Vehicle Hour | Total Price |
|---|---|---|
| Fixed (Upfront) Costs | N/A | $0 |
| ***Total Upfront Cost*** | | ***$0*** |
| Project Management & Other Operations* | $16.54 | $645,060 |
| Driver Pay (Incl. WAV) | $51.03 | $1,990,170 |
| Customer Service | $4.02 | $156,780 |
| ***Total Cost per Vehicle Hour*** | ***$71.59*** | ***$2,792,010*** |
| **Total Not-to-Exceed Cost to Douglas County** | | **$2,792,010** |

* Includes IT hosting, technology access, operations support, and other miscellaneous costs.

**Vehicle Hours Summary:**

| | |
|---|---|
| Total Implied Vehicle Hours | 39,000 |
| Total Implied Vehicle Hours (Weekly) | 750 |

**CONFIDENTIAL**

### Ongoing Invoice Fees

The County shall be responsible for monthly ongoing fees of seventy dollars and nineteen cents ($71.59) per vehicle hour (the "**Monthly Subscription Fees**"). A vehicle hour is defined as each hour during which a driver is paid on the Via platform. Notwithstanding the number of vehicle hours incurred per month, the County shall be responsible for a minimum Monthly Subscription Fee of fifty-five thousand dollars and zero cents ($55,000) per month (the "**Minimum Monthly Fees**"). The Minimum Monthly Fees shall be payable in advance on the first of the month provided that the first Minimum Monthly Fees shall be due upon execution of this Contract. If the Monthly Subscription Fees for any month exceed the Minimum Monthly Fees paid hereunder, the County shall be responsible for paying such difference (the "**Monthly True-up"**) on a monthly invoice basis. All fees set forth herein shall be payable by the County on a net fifteen basis. If the Contractor does not receive timely payment, the Contractor may charge the maximum monthly interest allowed by law or one percent, whichever is greater, suspend performance and seek cost of collection, including reasonable attorneys' fees.

The Contractor shall provide to the County an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form included at the bottom of Exhibit B. The County hereby agrees that the sample invoice form is satisfactory to the County, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to the Contractor. If the County requires additional invoice support, the Contractor will use best efforts to provide it and additional costs may apply.

If changes in applicable federal, state, or local law result in a significant change in the Contractor's costs, the parties may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in the Contractor's cost per hour of ten percent (10%) or more to any of the following categories, compared to costs at the time of contract signing, the parties may amend the ongoing on-demand vehicle hour rate to cover labor (driver pay), vehicle rental, and fuel.

Should the Contractor elect to adjust the per vehicle hour rate, the Contractor shall provide supporting documentation of the relevant cost increases to the County, and the Contract and/or its exhibits will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the County, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

If the County requires additional WAV retrofits or vehicle wraps, the Contractor will bill the County at cost as a pass-through as incurred, at an estimated cost of seventeen thousand dollars and zero cents ($17,000.00) each for WAV retrofit, and vehicle wraps for the fleet at an estimated cost of three thousand dollars and zero cents ($3,000.00) each.

**Eastern Zone**

The Fees for the Service are outlined below. The Contractor will require the County to issue an upfront fee, and ongoing monthly fees based on vehicle hours. All regulatory fees related to the service will be charged as a pass-through cost. The Project shall include a fleet of vehicles as described in Exhibit A, Service Parameters, subject to extension by mutual agreement of the parties on terms to be agreed, including any change in fees. The total contract amount shall not exceed one million six hundred twelve thousand six hundred five dollars and zero cents ($1,612,605.00).

**Douglas County: Via Total Not-to-Exceed Contract Value**

| | Price per Vehicle Hour | Total Price |
|---|---|---|
| Fixed (Upfront) Costs | N/A | $81,000 |
| ***Total Upfront Cost*** | | ***$81,000*** |
| Project Management & Other Operations* | $13.03 | $297,279 |
| Driver Pay (Incl. WAV) | $50.03 | $1,141,434 |
| Customer Service | $3.94 | $89,891 |
| ***Total Cost per Vehicle Hour*** | ***$67.00*** | ***$1,528,605*** |
| Marketing Materials | | $3,000 |
| ***Total Cost for Marketing Materials*** | | ***$3,000*** |
| **Total Not-to-Exceed Cost to Douglas County** | | **$1,612,605** |

Note: Pricing excludes all taxes and assumes launch within 4 months of contract signing.

* Includes IT hosting, technology access, operations support, and other miscellaneous costs.

**Vehicle Hours Summary:**

| | |
|---|---|
| Total Implied Vehicle Hours | 22,815 |
| Total Implied Vehicle Hours (Weekly) | 439 |

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Fees assume Launch Date occurs within four months of contract signing. If the Launch Date is delayed beyond four months of contract signing, the parties have the option to renegotiate the fees. Ongoing Invoice Fees will be billed payable in advance on the first of the month and as further specified below.

**Fixed Upfront Costs**

The County shall pay to the Contractor a one-time non-refundable installation fee of eighty one thousand dollars ($81,000.00), which will be payable in full upon signing of this Agreement. In addition to technology localization costs, installation fee includes 3 Wheelchair Access Vehicle (WAV) retrofits at a cost of $17,000.00 each and 10 vehicle wraps for the fleet at a cost of $3,000.00 each. If the County requires additional WAV retrofits or vehicle wraps, the Contractor will bill the County as incurred. Replacements of the 3 WAVs during the Additional Term for fleet refresh will also be billed as a pass-through. The estimated cost of each WAV retrofit is $17,000.00 and the estimated cost of each vehicle wrap is $3,000.00.

**Ongoing Invoice Fees**

The County shall be responsible for monthly ongoing fees of $67.00 per vehicle hour (the "**Monthly Subscription Fees**"). A vehicle hour is defined as each hour during which a driver is paid on the Via platform. Notwithstanding the number of vehicle hours incurred per month, the County shall be responsible for a minimum Monthly Subscription Fee of $25,000.00 per month (the "**Minimum Monthly Fees**"). The Minimum Monthly Fees shall be payable in advance on the first of the month provided that the first Minimum Monthly Fees shall be due upon execution of this Contract. If the Monthly Subscription Fees for any month exceed the Minimum Monthly Fees paid hereunder, the County shall be responsible for paying such difference (the "**Monthly True-up**") on a monthly invoice basis. All fees set forth herein shall be payable by the County on a net fifteen basis. If the Contractor does not receive timely payment, the Contractor may charge the

maximum monthly interest allowed by law or one percent, whichever is greater, suspend performance and seek cost of collection, including reasonable attorneys' fees.

The Contractor shall provide to the County an invoice statement showing the calculation of the Monthly Subscription Fees incurred based on the actual number of vehicle hours that Driver Partners performed during that month in the form included at the bottom of Exhibit B. The County hereby agrees that the sample invoice form is satisfactory to the County, both in substance and format, and sufficient to process invoicing such that questions regarding invoice or invoice support format will not delay payment to the Contractor. If the County requires additional invoice support, the Contractor will use best efforts to provide it and additional costs may apply.

If changes in applicable federal, state, or local law result in a significant change in the Contractor's costs, the parties may opt to renegotiate the ongoing monthly fees. Should changes in applicable market dynamics result in an increase in the Contractor's cost per hour of ten percent (10%) or more to any of the following categories, compared to costs at the time of contract signing, the parties may amend the ongoing on-demand vehicle hour rate to cover labor (driver pay), vehicle rental, and fuel.

Should the Contractor elect to adjust the per vehicle hour rate, the Contractor shall provide supporting documentation of the relevant cost increases to the County, and the Contract and/or its exhibits will be amended to reflect the new Fee structure and per vehicle hour rate so that, at the discretion of the County, either:

1. The total not-to-exceed contract value is adjusted such that the total not-to-exceed number of vehicle hours remains unchanged, or
2. The total not-to-exceed number of vehicle hours is adjusted such that the total not-to-exceed contract value remains unchanged.

**Marketing Materials**

The County shall reimburse the Contractor for promotional or print marketing materials at cost, on a pass-through basis, for an amount not to exceed $3,000 for the 1-year Term.

**Invoicing: Western and Eastern Zones**

The Contractor shall provide monthly invoices on or before the 15th of each month and by email to transit@douglas.co.us with line item break out maintenance, operating, and administration costs that make up the contracted hourly cost.

**Invoice Sample**

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Invoice

Date

RIVER NORTH TRANSIT, LLC
Via Transportation, Inc.
114 Fifth Ave, Floor 17
New York, NY 10011
United States

Invoice #

Terms Net 15
Due Date
PO #

Billing Period

Bill To
[Partner]
[Address]

| Description | Rate | Quantity | Amount |
|---|---|---|---|
| **Total Vehicle Hours** | | | |

**Please make checks payable to:**
[ ]
P.O. Box 741093
Chicago, IL 60674-0493

**Wire Instructions:**
Bank of America, N.A.
New York, NY 10038
Wire Routing #
ACH Routing #

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

CONSULTANT or 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 Consultant, 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): 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 CONSULTANT or 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 CONSULTANT or CONTRACTOR's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; 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 agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

**OTHER INSURANCE PROVISIONS:**
The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Additional Insured Status. Douglas 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 CONSULTANT or 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 CONSULTANT or 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 **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR's insurance.

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

**Waiver of Subrogation.** CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The CONSULTANT or 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. Douglas County may require the CONSULTANT or 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 Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas 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 Douglas 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 Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

**Verification of Coverage.** CONSULTANT or CONTRACTOR shall furnish Douglas 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 Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas 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 CONSULTANT or 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 Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination 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

**Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

**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 Douglas County may immediately terminate this contract.

**Governmental Immunity**. The parties hereto understand and agree that Douglas County is relying on, and does 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 from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances.**
Douglas 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.

**EXHIBIT D**
**Data Sharing & Project Data**

**Authorized Users**

The table below sets forth the members of the County's "Core Team" who are designated authorized users of the Via Solution and the Project Data. Any usage beyond the members of the Core Team would be in violation of the confidentiality provisions in the Contract.

**Core Team**

- Community Services Coordinator Ryan Arthur
- Community Services Supervisor Allison Cutting
- Assistant Director of Community Services Rand Clark
- Assistant Public Works Director Engineering Zeke Lynch
- Parker, Assistant Director of Planning Bryce Matthews
- Parker, Senior Planner Mary Munekata

**Data Sharing Plan**

The Contractor shall provide data to the County for performance tracking and program evaluation. The data shall be available in the Via Operations Center and only available to members of the Core Team identified by the County to require access. Underlying data may not be shared through any other method than the Via Operations Center access. The data is considered trade secret by Via and is subject to the confidentiality and other protective provisions set forth in the Contract.

The Consultant shall share data with the County's Core Team including, but not limited to:

- How new passengers learned about the service, made available through ad-hoc rider surveys.
- Passenger counts (per day, per hour, per month, per vehicle).
- Vehicle miles traveled, average trip length, on-time performance, and out of zone requests.
- Unique new passenger numbers and statistics on rider retention over time.
- Cancellation rates and how they may relate to other factors such as wait time (accounting for weather).
- Trip fulfillment response time (time from when a passenger makes a trip request to when they are picked up), trip origin and destination pairs.
- Service utilization (passengers per hour) by time of day and day of week.
- Average distance required to walk from desired pick-up/drop-off locations to actual pick-up/drop-off locations.
- Customer satisfaction and feedback for improvements.

To protect Via's intellectual property and the privacy of the Riders, the Contractor will provide the following data tables and dashboards in the form of aggregated Via Operations Center reports that shall be provided for the County's access. These reports will be refreshed daily. The reports are aggregated, de-identified, and do not include any personal information of the Riders.

| Section A: STANDARD REPORTING SET | |
|---|---|
| **Dashboard** | **Data / Graphs provided** |
| Top Level Service Operations Metrics<br>*Key service metrics filterable by time period* | **Total ride requests**: total number of attempts by riders to reserve a ride (or delivery) from an origin to a destination.<br>**Requests during service hours**: "Total ride requests" made during service hours.<br>**Met Demand**: total number of Ride Requests that received a ride proposal.<br>**Met Demand Rate**: 'Met Demand' out of 'Total ride requests,' as a percentage.<br>**Completed rides**: total number of riders (including additional passengers) successfully transported.<br>**Completed Rides Rate**: 'Completed Rides' out of 'Total ride requests,' as a percentage.<br>**Utilization**: average number of passengers transported per vehicle per hour. |
| Service Operations Metrics Graphs<br>*Graphs/visualization of key metrics by day, week, month, or specific days of the week* | **Met Demand:** total number of Ride Requests broken out by met demand and rides unable to fulfill.<br>**Detailed Ride Requests Status**: detailed breakdown of the outcome for each Ride Request (e.g., completed, cancelled, no show)<br>**Utilization:** average number of passengers transported per hour by day |
| Rider Experience<br>*Snapshot of quality of service and rider experience* | *Top Level Metrics*<br>**Average Ride Duration**: average time in minutes from pick-up to drop-off (displayed for completed rides only).<br>**Average Ride Rating:** average ride rating provided by riders (out of 5 stars).<br>**Average Pickup Walking Distance:** walking distance from the origin requested by the rider to the actual pickup location assigned.<br><br>*Rider Experience Graphs (filterable by day, week, month)*<br>Average Ride Duration, Distance, Rating, and Pickup Walking Distance |
| Data Generator: Ride Request Table<br>*Detailed table of every ride request made for the service* | *Data Columns in Table*<br>Request Creation Date and Time; Request ID, Status, Rider ID<br>Wheelchair Accessible; Number of Passengers<br>Origin Address, Latitude and Longitude Destination Address, Latitude and Longitude Ride Price, Distance, Duration (minutes) |

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

**RIVER NORTH TRANSIT, LLC**

**BY: _____**

**Printed Name: __Erin Abrams_____**

**Title: __Chief Legal Officer_____**

**DATE: _____**

**Signature of Notary Public Required:**

**STATE OF COLORADO_____ )**

**) ss.**

**COUNTY OF _____ )**

**The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.**

**Witness my hand and official seal**

**_____**

**Notary Public**

**My commission expires: _____**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

**APPROVED AS TO CONTENT:**

_____

**GEORGE TEAL, Chair** **Date**

_____

**DOUGLAS J. DEBORD** **Date**
**County Manager**

**ATTEST**

_____

**HAYLEY HALL** **Date**
**Clerk to the Board**

_____

**JENNIFER L. EBY** **Date**
**Director of Community Services**

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

_____

**CHRISTIE GUTHRIE** **Date**
**Assistant Director of Finance**

_____

**ARIELLE J. DENIS** **Date**
**Assistant County Attorney**

**APPROVED AS TO INSURANCE REQUIREMENTS:**

_____

**MEGAN DATWYLER** **Date**
**Risk Manager**

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to Power Equipment Company in the Amount of $178,255.00 Utilizing Sourcewell Contract #060122-BAI.

**SUMMARY:** The Fleet Services Division of Facilities, Fleet, and Emergency Support Services requests approval for a purchase order from the 2026 adopted budget to Power Equipment Company for the purchase of a Bomag BW211 D-5PL roller to replace unit Road & Bridge unit 07012.

This acquisition will be funded from Road & Bridge 31000.474300.

Attachments

- Power Equipment Company $178,255.00
- Sourcewell-Caterpillar Contract #060122-BAI

**RECOMMENDED ACTION:** Approval of Purchase Order to Power Equipment Company for $178,255.00 utilizing Sourcewell Contract #060122-BAI.

**REVIEW:**

| | | |
|---|---|---|
| Tim Hallmark | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
BW211D-5PL DOUGLAS COUNTY HWY.-2026-1-29 (1)
BOMAG Contract 060122

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to Power Equipment Company in the Amount of $178,255.00 Utilizing Sourcewell Contract #060122-BAI.

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|---|---|---|
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| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

BW211D-5PL DOUGLAS COUNTY HWY.-2026-1-29 (1)
BOMAG Contract 060122

POWER EQUIPMENT COMPANY

www.power-equip.com

1/29/2026

Proposal # **33393**

**PROPOSAL**

TO: **DOUGLAS COUNTY HWY.**
**3030 NORTH INDUSTRIAL WAY**
**CASTLE ROCK, CO 80104**

ATTENTION: **Doug Boettcher**
**303/502-4984**
**dboettcher@douglas.co.us**

**Quantity of One, New**
**BOMAG BW 211 D-5PL**
**Standard Equipment**
**Self locking differential**
**Rear axle with twin spring accumulator brakes**
**Hydrostatic travel and vibration drive**
**Hydrostatic articulated steering**
**Articulated joint lock**
**Battery disconnect switch**
**Single lever control for travel and vibration**
**Warning, information and operation displays with LCD**
**Emergency STOP**
**Back-up alarm**
**2 Scraper**
**Operator seat**
**Warning horn**
**Optional Equipment (Included in Price)**
**ROPS/FOPS cabin with seat belts, heat and A/C**
**Outside Mirrors on Cab**
**Rotary beacon**
**Operator Comfort Package**
**Radio**
**Economizer**
**Telematics**
**Rear View Camera System**

POWER EQUIPMENT COMPANY

**Andy Remmo**
Municipal Sales Manager

Denver Branch
500 E 62nd Avenue
Denver, CO 80216

Office: (303) 288-6801
Cell: (303) 961-8957
Fax: (866) 852-3382
aremmo@power-equip.com

**Pricing Summary**

| | |
|---|---|
| Sourcewell Contract 060122-BA Price | $178,255 |
| | |
| | |
| | |
| | |
| | |
| **Total Price** | $178,255 |

**All prices subject to applicable taxes and freight. This Quote is valid for thirty (30) days; subject to prior sale. FOB: Power Equipment Yard**

**All prices are subject to surcharges applied by the OEM manufacturers and will be applied to the final invoice. Material surcharges are subject to change the price at any time from the date of the order to the time of delivery.**

**EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS: Customer is skilled and experienced in use and operation of machinery of the type described in the quotation and will make his selection and decision to order on the basis of his own judgment. SELLER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY NOR ANY OTHER WARRANTY EXCEPT THOSE SPECIFICALLY STATED. THIS STATEMENT BECOMES A PART OF ANY PURCHASE.**

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Sourcewell

**Solicitation Number: RFP #060122**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BOMAG Americas, Inc., 125 Blue Granite Parkway, Ridgeway, SC 29130 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers, and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

| Sourcewell | BOMAG Americas, Inc. |
|---|---|
| By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | By: DocuSigned by: Cole Renken FF3ED9F3EEC7480... |
| Jeremy Schwartz | Cole Renken |
| Title: Chief Procurement Officer | Title: VP Sales & Marketing |
| Date: 7/29/2022 \| 12:59 PM CDT | Date: 10/17/2022 \| 5:35 AM PDT |

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 10/17/2022 | 7:37 AM CDT

# RFP 060122 - Roadway Paving Equipment

### Vendor Details

| | |
|---|---|
| Company Name: | BOMAG |
| Address: | 125 Blue Granite Pkw<br>Ridgeway, SC 29130 |
| Contact: | Christoph Thiesbrummel |
| Email: | christoph.thiesbrummel@bomag.com |
| Phone: | 803-338-1270 |
| HST#: | |

### Submission Details

| | |
|---|---|
| Created On: | Monday May 09, 2022 14:58:34 |
| Submitted On: | Tuesday May 31, 2022 07:22:44 |
| Submitted By: | Christoph Thiesbrummel |
| Email: | christoph.thiesbrummel@bomag.com |
| Transaction #: | d1ff7301-0d7e-412d-ad62-15abd0738572 |
| Submitter's IP Address: | 97.107.102.155 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | BOMAG Americas, Inc.<br>125 Blue Granite Parkway<br>Ridgeway, SC 29130<br>803-337-0700<br>EIN#34-160223 | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | BOMAG Americas | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | BOMAG Americas, Inc. or BOMAG | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 80924 (BOMAG Americas)<br>L0BQ4 (BOMAG Canada) | * |
| 5 | Proposer Physical Address: | North American Headquarters<br>125 Blue Granite Parkway<br>Ridgeway, SC 29130 | * |
| 6 | Proposer website address (or addresses): | https://www.bomag.com/us-en/ | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Cole Renken<br>VP Sales & Marketing<br>Cole.Renken@bomag.com<br>(828)551-5860 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Cole Renken<br>VP Sales & Marketing<br>Cole.Renken@bomag.com<br>(828)551-5860 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Christoph Thiesbrummel<br>Manager Market Development<br>Christoph.thiesbrummel@bomag.com<br>(803)338-1270 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | BOMAG recently celebrated its 60th anniversary as a company. Back in 1957, BOMAG was the first to introduce hand guided and ride on compaction rollers to the German market. Today, BOMAG has become a global market player and industry leader with representation in 150 countries and a global dealer network of more than 400 independent dealers and distributors. We take great pride in the fact that we are a family-owned company with focused business on roadbuilding equipment – covering the entire roadbuilding lifecycle!<br><br>BOMAG is considered an expert in our construction segment/field and not generalists like several of our full line competitors. Being a family owned company, we firmly believe in our Mission Statement and Core Values that guide our daily business.<br><br>Mission Statement: To be the global leader in road construction solutions, recognized for the best application knowledge, technology and service.<br><br>Corporate Values:<br>1) Autonomy - Respecting the companies identity, developing a team spirit and trusting<br>2) Commitment - Keeping our promises, managing project pragmatically with customer focus<br>3) Audacity - Entrepreneur spirit and taking calculated business risks | * |
| 11 | What are your company's expectations in the event of an award? | With cooperative purchasing contracts, we expect to streamline the municipal sales/purchasing process and strengthen our business relationships with the municipal entities wanting to save time and money in their bid process. Additionally, we expect to continue to grow our municipal sales volumes annually due through the cooperative purchasing process that allows BOMAG representatives to sell the features and benefits of BOMAG equipment at a competitive price. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | BOMAG Americas is a wholly owned subsidiary of BOMAG GMBH of Boppard, Germany, which is owned by a privately held family (FAYAT Group). BOMAG Americas, Inc. is a $230M+ business annually. BOMAG GMBH generates approximately $850M Euro (=900-950M USD) per year revenue and the FAYAT Group worldwide generates over $4.5B Euro (=4.7-4.9B USD) in revenue globally.<br><br>BOMAG Americas, Inc. has approximately 135 employees in the United States which are part of over 2,500 employees of BOMAG GMBH. The FAYAT Group has over 18,000 employees globally operating in over 50 countries. The FAYAT Group is debt free and has over $1B in cash on its balance sheet to fund future growth and investment opportunities. | * |
| 13 | What is your US market share for the solutions that you are proposing? | For the United States market, BOMAG products are sold through 46 independent contracted dealers. Market share today in the United States does vary by the different product lines, but remains in the 15-25% range in 2021. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | For the Canadian market, BOMAG products are sold through SMS Equipment. SMS Equipment covers all of Canada for BOMAG. Market share today in Canada does vary by the different product lines, but remains in the 15-35% range in 2021. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Manufacturer. The BOMAG Americas field sales team consists of regional BOMAG employees that support the independent contracted dealerships across the United States and Canada. The BOMAG field team consists of the Territory Sales Manager, Rental Sales Managers and the Area Service Solution Managers that are all employees of BOMAG Americas, not a third party. | * |

| | | | |
|---|---|---|---|
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | BOMAG Americas, Inc. is licensed to do business by the state of South Carolina in Fairfield County. Bomag Americas, Inc. operates as a manufacturer/importer in the United States of America and holds a federal EIN # certification. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None | * |

### Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | BOMAG Americas compaction, milling and paving products were named in the 2021 industry's Top 100 products for development by Construction Equipment Magazine for Innovation and Technology solutions. BOMAG won various design and innovation awards such as the iF Design Award (2020) for BOMAG's fully automated tandem roller ROBOMAG or the PLANTWORX Innovation Award (2019) recognizing BOMAP, a simplified compaction measurement app, as an innovative solution for intelligent compaction.<br>BOMAG Americas is a sustaining member of the National Asphalt Pavement Association (NAPA), Association of Equipment Manufacturers (AEM) and the American Reclamation and Rehabilitation Association (ARRA) and a member in many State Asphalt Associations. BOMAG Americas is an associate member of the America Equipment Distributors (AED) Association and actively involved in these associations. | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | For the past 3 years, roughly 10-15% of our annual sales are to government or education entities. We do not track government and education separately today. | * |
| 21 | What percentage of your sales are to the education sector in the past three years | For the past 3 years, roughly 10-15% of our annual sales are to government or education entities. We do not track government and education separately today. | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Today, BOMAG Americas does not hold any other state, provincial or cooperative contracts directly. These government contracts are held by our independent contracted dealers. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Today, BOMAG Americas does not have a federal GSA contract or other Federal supply contracts. BOMAG would use a third party company for products sold through a Federal Contract due to the complexity of compliance in these supply contracts. | * |

### Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| City of Pompano Beach, FL | Forrest Hall<br>Fleet Manager | +1 954 786 4507 | * |
| Adams County, CO | Mike A. Gutierrez<br>Operations Manager | +1 303 853 7051 | * |
| City of Margate Purchasing, FL | Kimberly Smiley<br>CPP Purchasing Specialist | + 954 935 5346 | * |

## Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| Adams County | Government | Colorado - CO | Asphalt Rollers & Paving | Heavy Tandem Roller (1x)<br>Light Tandem Roller (1x)<br>Paver (2x) | 838,870 USD | * |
| City of Enid | Government | Oklahoma - OK | Soil compaction<br>Asphalt Roller<br>Landfill | Single Drum Roller (1x)<br>Landfill Compactor (1x)<br>Heavy Tandem Roller (1x) | 814,363 USD | * |
| Summit County Waste | Government | Colorado - CO | Landfill | Landfill compactor (1x) | 812,032 USD | * |
| County of Surry | Government | North Carolina - NC | Landfill | Landfill compactor (1x) | 721,769 USD | * |
| Delaware Cunty | Government | New York - NY | Landfill | Landfill compactor (1x) | 697,832 USD | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 26 | Sales force. | BOMAG has 10 Territory Managers that handle sales covering the US and Canada. These 10 Territory Sales Managers are responsible for all sales through heavy equipment dealers and sales to municipal agencies. There are 5 Product Sales Specialists that support the Territory Managers and dealers in customer training and product delivery and start ups. Additionally, 3 Product Marketing Managers and 4 Inside Sales Support Specialists that order and sales support function to the entire sales field sales team. Last year, BOMAG also implemented a dedicated business unit for milling & paving to strengthen our focus on asphalt products. | * |
| 27 | Dealer network or other distribution methods. | BOMAG Americas has a dealer network in the US and Canada with 46 contracted heavy equipment dealers that have over 275 locations to support contractors and government agencies today. | * |
| 28 | Service force. | All Bomag customer service is provided by BOMAG employees as secondary support to the local contracted BOMAG heavy equipment dealer. The local BOMAG dealer will be responsible for all localized customer sales, service and support on a direct basis. The BOMAG employees are available both in person as well as through electronic and telephone correspondence in support of the dealer network. When customer service or support is required, the local government agency will first contact their local authorized BOMAG dealer for assistance. BOMAG personnel will be contacted or involved as requested help is needed from the local distributor. Our Service team is comprised of 9 Area Service Managers that are responsible for supporting the contracted heavy dealerships throughout the United States and Canada. Furthermore, our service call center is comprised of four service engineers with up to 40 years of industry experience. The spare parts team with six employees build the backbone of the service and solutions department. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | BOMG Americas team supports the dealers in all their quotes through the Sourcewell contract. The territory Managers review and approve all quotes before submission to the government agency. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | BOMG Americas team supports the dealers in all their quotes through the Sourcewell contract. The territory Managers review and approve all quotes before submission to the government agency. Response times are with in 24-48hrs for standard machine quotes pending all the machine specifications are known. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | BOMAG will offer an awarded contract to qualifying member agencies in United States with superior service and support. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | BOMAG can offer an awarded contract to qualifying member agencies in Canada with the same sales structure, service and product support as the U.S. BOMAG has a strong dealer in Canada, covering the entire country with almost 40 sales and service locations. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | BOMAG Americas has dealers and coverage in all 50 states and all Canadian providences. No servicing restrictions. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | All Sourcewell participating agencies will be eligible and supported through our contract. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no specific requirements or restrictions based on Hawaii, Alaska or the US Islands other than applicable shipping requirements. | * |

### Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | The BOMAG Americas sales team would continue to aggressively promote this contract through use of promotional marketing materials for the government channel, e-mail campaigns to our dealer network, attendance at regional governmental shows, and marketing on websites. The Sales Administration team is responsible for training of the field Territory Managers. The TMs are responsible for training their dealers within their territory and support local government shows with their dealers. These are normally completed 2x years with all their dealers. The BOMAG Marketing team support dealers in their local advertising needs and support materials for local government show and promotion of the Sourcewell contract. The dealer can use his COOP budget for Sourcewell marketing activities. As a manufacturer BOMAG offers a Sourcewell branded price list and will continue to develop and invest into the BOMAG & Sourcewell partnership (e.g. Sourcewell section on our new website). | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | BOMAG Americas has our social media platform on LinkedIn, Twitter, Instagram and Facebook. These social media platforms will be used to build awareness and promotion of the Sourcewell contract. BOMAG also has a Learning Management System (LMS) available to all internal and dealer personnel that provides "e-Learning" modules to efficiently train on the products and support services offered. BOMAG also rolled out a CRM system in 2021. Going forward, we will capture governmental contacts, track and provide leads to the Territory Managers and develop Sourcewell marketing campaigns. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | BOMAG plan to promote and integrate the awarded Sourcewell contract into the normal quarterly dealer meetings when sales activity is reviewed. The Territory Managers discuss sales activity monthly with their dealers, then during the quarterly meeting they highlight the activity and market opportunities in the product channels and market segments (govt, contractor, etc). These are key meetings to promote the Sourcewell contract with dealer principals and sales management as most dealers have dedicated government sales people. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | All equipment purchases are routed through our local contracted dealers. We do not offer an online equipment purchase process today. | * |

### Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | BOMAG Americas offer end customer training on all products in Ridgeway, SC. Normally this customer training is handled through our dealer network as part of the equipment purchase process. Furthermore, many dealers offer additional (advanced) training programs (e.g., paving school, operator and application training). The local dealer will determine the costs of the classes.<br>The dealer network is undergoing various sales, service and engine trainings on an annual base. The trainings are provided by our members of the sales, service, engineering, and product specialist team. It is mandatory for the dealers to attend trainings to ensure that they have the competency to offer trainings on a local level to end customers. | * |
| 41 | Describe any technological advances that your proposed products or services offer. | BOMAG is offering many solutions for intelligent compaction. The BOMAG Economizer package is one of our most popular and highly utilized technological features for compaction equipment. This package allows the operator to monitor the compaction process, identifying any weakness while he or she is working. This is a simple inexpensive package that adds great value for the end user. BOMAG telematics systems are installed on much of the BOMAG large specialty equipment and optional on all other ride on models. This web based package allows not only the customer but the dealer and BOMAG to monitor the use of the machine to support troubleshooting and proper notification. Last year BOMAG introduced BOMAP, an app with real-time access and documentation of the compaction process identifying any weak-spots within seconds. The entire fleet of compaction machines on a jobsite can be connected – both BOMAG and competitor models. | * |

| | | | |
|---|---|---|---|
| 42 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Technologies: (a) The BOMAG ECOMODE is an intelligent control system that operates the motor in an optimum range and reduces fuel consumption by up to 30%. (b) ECOSTOP shuts down the engines after a defined period in idle to prevent unnecessary fuel consumption and CO2 emissions. (c) In a similar vein, BOMAG intelligent compaction tools and system (BOMAP; Asphalt Manager) help to save fuel by reducing the number of unnecessary passes – optimizing the efficiency on every jobsite. (d) BOMAG Magma Life Screeds heat up within 20mins (vs. 60mins) and is considered as one of the most robust screeds on the market (>3000hrs) reducing waste and fuel consumption every time a BOMAG screed and paver is used. (e) The patented ion dust shield for our milling machines protect both the environment as well as the operator by filtering out small particles out of the dirty air around the milling drum. Overall, BOMAG puts a great emphasis on developing new technologies reducing fuel, waste and CO2 emissions ultimately helping both the customer and the environment at the same time.<br>Machines: BOMAG has test machines in all electric sectors and continues to invest in alternative drives to reduce dependence on fossil fuels. Last year, BOMAG announced a strategic partnership with Wacker Neuson to develop a common battery platform for tampers and plates pushing the electrification in our industry. BOMAG is also looking in other directions (e.g LPG) and intensively works together with customers to ensure that “green” solutions fit to the market. For example, a hybrid heavy tandem roller was introduced to the north American market two years ago.<br>Corporate initiatives: The factory in Germany (manufactures approx. 70% of the units for the North American market) continuously improves the carbon footprint. For example, the solar panels generate approx. 950.000 kWh of green energy. The factory is replacing all light bulbs to LED, already reducing the consumption by 45%. And the powder coating facility ensures a solvent-free operation. | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Technologies: (a) The BOMAG ECOMODE is an intelligent control system that operates the motor in an optimum range and reduces fuel consumption by up to 30%. (b) ECOSTOP shuts down the engines after a defined period in idle to prevent unnecessary fuel consumption and CO2 emissions. (c) In a similar vein, BOMAG intelligent compaction tools and system (BOMAP; Asphalt Manager) help to save fuel by reducing the number of unnecessary passes – optimizing the efficiency on every jobsite. (d) BOMAG Magma Life Screeds heat up within 20mins (vs. 60mins) and is considered as one of the most robust screeds on the market (>3000hrs) reducing waste and fuel consumption every time a BOMAG screed and paver is used. (e) The patented ion dust shield for our milling machines protect both the environment as well as the operator by filtering out small particles out of the dirty air around the milling drum. Overall, BOMAG puts a great emphasis on developing new technologies reducing fuel, waste and CO2 emissions ultimately helping both the customer and the environment at the same time.<br>Machines: BOMAG has test machines in all electric sectors and continues to invest in alternative drives to reduce dependence on fossil fuels. Last year, BOMAG announced a strategic partnership with Wacker Neuson to develop a common battery platform for tampers and plates pushing the electrification in our industry. BOMAG is also looking in other directions (e.g LPG) and intensively works together with customers to ensure that “green” solutions fit to the market. For example, a hybrid heavy tandem roller was introduced to the north American market two years ago.<br>Corporate initiatives: The factory in Germany (manufactures approx. 70% of the units for the North American market) continuously improves the carbon footprint. For example, the solar panels generate approx. 950.000 kWh of green energy. The factory is replacing all light bulbs to LED, already reducing the consumption by 45%. And the powder coating facility ensures a solvent-free operation. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Not applicable. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | BOMAG manufactures and distributes world class equipment, and we offer features that truly assist customers perform their jobs efficiently and effectively as well as add bottom line saving to their business. BOMAG has one of the leading Research and Development facilities in the industry and continually is reinvesting in our entire product line. BOMAG offers extensive training, service, operational, preventative maintenance and whatever else the customer needs year round at our State of the Art training center at our corporate office in Ridgeway, SC. Our parts fill rates to our dealers is 95+% same day shipment from our warehouse. | * |

## Table 9A: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Yes. BOMAG Factory Warranty.<br>Machine - 12mo/1000hrs<br>Engine - 24mo/2000hrs | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Yes. BOMAG Factory Warranty covers defects in material and/or workmanship. It does not cover misuse or abuse.<br>Machine - 12mo/1000hrs<br>Engine - 24mo/2000hrs | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, an allowance for travel time and mileage is covered under the base warranty program. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | BOMAG Americas has dealer coverage throughout the United States and Canada. The contracted dealers will provide any/all required warranty repairs on machines sold through the Sourcewell contract. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | BOMAG Americas warranty coverage is for BOMAG products. The local dealer that sold Open Market options will provide the warranty support of those options per their warranty agreement with that manufacturer. | * |
| 51 | What are your proposed exchange and return programs and policies? | If customers are having an issue with a machine, BOMAG Americas will do what is required to keep the customer satisfied in a machine. No formal return policy for machines. | * |
| 52 | Describe any service contract options for the items included in your proposal. | BOMAG Americas offers our contracted dealers service contracts and extended warranty options for BOMAG machines. | * |

## Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe any performance standards or guarantees that apply to your services | BOMAG Americas offers industry standard factory warranty. | * |
| 54 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | BOMAG Americas measures dealer performance through a dealer standards programs that focuses on parts stocking levels and service training levels annually for all there locations. These standards apply to product sales training requirements and other investments required to support the BOMAG products. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 55 | Describe your payment terms and accepted payment methods. | BOMAG Americans standard payment terms are NET 30 days. These payment terms are made to our authorized heavy equipment dealers as they provide all local billing, sales and service. | * |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | BOMAG Americas offers municipal lease program options through out third party finance partners. These programs are set up through the third party finance partners and offered on a request basis. The local BOMAG heavy equipment dealer arranges the financial lease packages to respective government agency as requested. Our finance partners today are Wells Fargo, Bank of the West, DLL and Komatsu Finance. | * |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | The government agency places their equipment order with the authorized local BOMAG dealer. The BOMAG dealer will place the order with BOMAG Americas to satisfy the requirement. All government agency orders are placed through our dealer channel. The dealers will be directly involved in the entire process. A BOMAG dealer listing is included electronically with this proposal. BOMAG will notify Sourcewell annually on dealer territory changes or responsibility. | * |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | All payment transactions are through the local dealer and subject to their discretion. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | The discount offered would be 28.5% Off List price for all products offered under this contract - this includes the base machine, factory installed options as well as field installation kits ordered with the machine. | * |
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Sourcewell contract pricing would a % off List Price or MSRP. For the product offered, there would be a 28.5% Off List Price offered. | * |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | Traditionally, most sales are single machine purchases through the Sourcewell contract. BOMAG will offer the following volume discounts under the Sourcewell program:<br><br>a) Rollers (Single Drum, Light Tandem, Heavy Tandem, Pneumatic Tired Rollers):<br>3-5 units: +2%<br>>5 units: +3%<br><br>b) Milling & Paving<br>2-3 units: +2%<br>>3 units: +3%<br><br>c) Landfill compactors:<br>2 units: +2 %<br>> 2 units: +3%<br><br>d) Recycler/Stabilizer:<br>2 or more units: +2% | * |
| 62 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | For BOMAG Americas, the sourced products would be machines and/or options offered by BOMAG. If there are Options or Kits not offered by BOMAG, the local dealer would include these options as Open Market options. BOMAG personnel work with the local dealer on the pricing offered for Open Market items to manage the sell price to the local government agency. Dealers use a cost plus approach on local Open Market options. | * |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Additional costs not included in the machine pricing:<br>1) Factory freight<br>2) Local delivery freight from dealer to<br>3) Dealer pre-delivery inspection<br>4) Cost of open market options<br>The local dealer will communicate the costs (1) thru (4) to the Sourcewell customer. BOMAG is auditing that the costs are in line with BOMAG guidelines. | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | BOMAG Americas charge dealers freight from the factory in Ridgeway, SC to their preferred location based upon a freight flat rate program per freight zone and product lines. The BOMAG flat rate program provides attractive/competitive rates to our dealers, approx. 95% of our US dealers use this program. | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For sales to Hawaii, Alaska or the US Islands, the local dealer handles freight from the US mainland to their locations. BOMAG freight rates apply to their preferred port of shipment out to their location. | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | BOMAG Americas has a proven process in handling Sourcewell quotes through our dealer to government agencies. If questions arise, the Inside Sales Admin team addresses with the dealer or customer. | * |

### Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 67 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | The Sourcewell pricing offered to municipal agencies is structured to the most favorable price on cooperative contracts held by BOMAG Americas. |

### Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 68 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | BOMAG Americas will have our Territory Manager and Sales Admin team review and verify all Sourcewell sales quotes prior to sending to the government agency to ensure compliance with the contract price structure and other guidelines outlined. The pricing and discount structures are preloaded - both - on the own Sourcewell price sheets to quote units as well as in our ERP system to eliminate pricing errors. For all sold Sourcewell units, the system is automatically adding a “Sourcewell” flag to ensure proper sales reporting and administrative fee calculation. BOMAG will provide the quarterly sales report withing 30-45 days following the request or compliance schedule. | * |
| 69 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | The Sales Administration Manager is responsible to report out quarterly on the sales tracking and quotes through the Sourcewell contract. This is then reviewed with the Territory Managers to show their progress tracking in YoY sales. If sales are down, discussions and actions are defined to increase sales quoting activity on the contract. The Government sales channel is important to BOMAG and tracked along with overall sales. | * |
| 70 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.) | BOMAG Americas will agree to offer a 2.0% administration fee for Sourcewell to manage and promote this contract. | * |

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 71 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | BOMAG Americas provide a complete portfolio of road building and compaction equipment that support the soil, asphalt and landfill segments.<br>Light Equipment: tampers, (reversible) plates and trench compactors<br>Light tandem rollers (1ton to 4.9 tons, 15 models)<br>Heavy tandem rolelrs (5tons to 16 tons, 30 models)<br>Pneumatic rolers (12tons to 30 tons, 2 models)<br>Milling: 20in to 98in drum width (15 models)<br>Paving: 8ft to 18ft highway class track/rubber tire tractors and screed (4 models)<br>Paving: 4ft & 6ft commercial class pavers (2 models)<br>Recycler/Stabilizer: 78in to 96in drum, up to 650hp (3 models)<br>Landfill compactors: 57,000lb to 125,000 lb (10 models)<br>Single drum rollers (3tons to 26 tons, 30 models) | * |
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | The products that BOMAG Americas offers for this RFP category would include but are listed under and not limited to: Landfill Compactors, Paving tractors, Paver Screeds, Cold Planers (milling) machines, Road Recycler and Soil Stabilizer, Single drum compaction rollers, Light Tandem rollers, Heavy Tandem rollers, Pneumatic tire rollers, Trench roller, Light hand held equipment. | * |

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 73 | Asphalt pavers, screeds, distributors, and loaders | (•) Yes<br>( ) No | Highway pavers:<br>CR 820T<br>CR 820W<br>CR 1030T<br>CR 1030W |
| 74 | Steel-wheeled and pneumatic tire rollers | (•) Yes<br>( ) No | Pneumatic tire roller:<br>BW 28<br>BW 11 |
| 75 | Wideners, tack distributors, cold planers, and compactors | (•) Yes<br>( ) No | Cold planers:<br>BMx00/15 (2 models)<br>BM1x00/30 (3 models)<br>BM 1x00/35 (3 models)<br>BM 2x00/60 (2 models)<br>BM 2x00/75 (3 models)<br>BM 2x00/65 (2 models) |
| 76 | Concrete mixers, and gunite or shotcrete delivery equipment | ( ) Yes<br>(•) No | No product offering |
| 77 | Other | ( ) Yes<br>(•) No | No product offering |

### Table 15: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 78.** **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricelist2022_USA_Sourcewell.xlsm - Thursday May 19, 2022 13:17:55
- Financial Strength and Stability - Sourcewell - BOMAG Americas.pdf - Thursday May 19, 2022 14:48:12
- Marketing Plan/Samples - LinkedIn_Marketing_Sourcewell.JPG - Thursday May 26, 2022 14:13:05
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - BOMAG_Warranty Coverage.pdf - Thursday May 19, 2022 13:16:37
- Standard Transaction Document Samples - Machine Quote template.pdf - Thursday May 19, 2022 13:16:24
- Upload Additional Document - BOMAG PRUS 101 337 2021_Line Card.pdf - Thursday May 19, 2022 13:17:19

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Cole Renken, VP Sales & Marketing, BOMAG Americas, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_4_Roadway_Paving_Eqpt_RFP_060122**<br>Tue May 24 2022 04:31 PM | ☑ | 1 |
| **Addendum_3_Roadway_Paving_Eqpt_RFP_060122**<br>Thu May 19 2022 09:01 AM | ☑ | 1 |
| **Addendum_2_Roadway_Paving_Eqpt_RFP_060122**<br>Fri April 29 2022 04:09 PM | ☑ | 1 |
| **Addendum_1_Roadway_Paving_Eqpt_RFP_060122**<br>Fri April 15 2022 03:54 PM | ☑ | 1 |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to Daniels Long Chevrolet in the Amount of $145,305.60 Under Douglas County IFB #027-25.

**SUMMARY:** The Fleet Services Division of Facilities, Fleet & Emergency Support Services, requests approval for purchase orders from the General and DA23 Funds to Daniels Long Chevrolet for the acquisition of four (4) replacement assets as approved in the 2026 Adopted Budget.

General Fund Replacements (Fund 100) 19210.474300

| | |
|---|---|
| • Unit 08009 | $30,324.00 |
| • Unit 18062 | $36,690.00 |
| **Total** | **$67,014.00** |

DA23 Fund Replacements (Fund223) 28001.474300

| | |
|---|---|
| • Unit 6202 | $40,905.00 |
| • Unit 6204 | $37,386.60 |
| **Total** | **$78,291.60** |

**Agenda Total** **$145,305.60**

Documents Attached:

- Daniels Long Quotes:
  - Chevrolet Blazer Quote $37,386.60
  - Chevrolet Colorado Quote $36,690.00
  - Chevrolet Equinox Quote $30,324.00
  - Chevrolet Traverse Quote $40,905.00
- Douglas County IFB #027-25 Posted Bid
- Douglas County IFB #027-25 Bid Award to Daniels Long Chevrolet

**RECOMMENDED ACTION:** Approval of a Purchase Order to Daniels Long Chevrolet for a total of $145,305.60 under Douglas County IFB #027-25.

**REVIEW:**

| | | |
|---|---|---|
| Tim Hallmark | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26
DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26
DOUGLAS COUNTY QUOTE 2026 EQUINOX ORDER
DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT PRICING
IFB #027-25 Posted Bid
Daniels Long Chevrolet Award Letter_120825

**MEETING DATE:** February 24, 2026

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- Unit 08009 $30,324.00
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**Total** **$67,014.00**

DA23 Fund Replacements (Fund223) 28001.474300

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**Total** **$78,291.60**

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| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26
DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26
DOUGLAS COUNTY QUOTE 2026 EQUINOX ORDER
DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT PRICING
IFB #027-25 Posted Bid
Daniels Long Chevrolet Award Letter_120825

[Fleet] 2026 Chevrolet Blazer (1NR26) AWD 4dr LT (11) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26

## Quote Worksheet

| | | MSRP |
|---|---|---|
| Base Price | | $37,000.00 |
| Dest Charge | | $1,995.00 |
| Total Options | | $1,445.00 |
| | **Subtotal** | **$40,440.00** |
| DANIELS LONG & GOVT PRICING | | ($3,833.40) |
| TWO EXTRA KEYS & REMOTE | | $780.00 |
| | **Subtotal Pre-Tax Adjustments** | **($3,053.40)** |
| Less Customer Discount | | $0.00 |
| | **Subtotal Discount** | **$0.00** |
| Trade-In | | $0.00 |
| | **Subtotal Trade-In** | **$0.00** |
| | **Taxable Price** | **$37,386.60** |
| Sales Tax | | $0.00 |
| | **Subtotal Taxes** | **$0.00** |
| | **Subtotal Post-Tax Adjustments** | **$0.00** |
| | **Total Sales Price** | **$37,386.60** |

**Comments:**

BLAZER ORDER W ETA EARLY APRIL

Terry Bassett, Fleet Manager
Daniels Long Chevrolet
670 Automotive Dr
Colorado Springs, CO 80905
719.228.3523 direct

1·30·26

Dealer Signature / Date

Customer Signature / Date

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Blazer (1NR26) AWD 4dr LT (11) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26

# Window Sticker

## SUMMARY

[Fleet] 2026 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT — MSRP:$37,000.00

Interior:Jet Black/Medium Gray, Premium Cloth seat trim

Exterior 1:Sterling Gray Metallic

Exterior 2:No color has been selected.

Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT)

Transmission, 9-speed automatic, electronically-controlled

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| 1NR26 | [Fleet] 2026 Chevrolet Blazer (1NR26) AWD 4dr LT w/2LT | | $37,000.00 |
| | **OPTIONS** | | |
| 2LT | LT Preferred Equipment Group | | $0.00 |
| AR9 | Seats, front bucket | | $0.00 |
| B94 | Bowties, Black, front and rear | Inc. | |
| CAV | LPO, Integrated cargo liner | Inc. | |
| FHB | Axle, 3.47 final drive ratio | | $0.00 |
| GXD | Sterling Gray Metallic | | $0.00 |
| H1T | Jet Black/Medium Gray, Premium Cloth seat trim | | $0.00 |
| IOS | Audio system, Chevrolet Infotainment 3 Plus system | | $0.00 |
| LSY | Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT) | | $0.00 |
| M3T | Transmission, 9-speed automatic, electronically-controlled | | $0.00 |
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | | $0.00 |
| PDF | LPO, Floor Liner Package | | $450.00 |
| QMX | Tires, P235/65R18 all-season blackwall | | $0.00 |
| RIA | LPO, All-weather floor liners | Inc. | |
| V59 | Roof rails, Black | Inc. | |

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Blazer (1NR26) AWD 4dr LT (11) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26

| | | | |
|---|---|---|---|
| VQ2 | Fleet processing option | | $0.00 |
| WJU | Midnight/Sport Edition | | $995.00 |
| WQN | Wheels, 18" (45.7 cm) High Gloss Black painted aluminum | Inc. | |
| | **SUBTOTAL** | | **$38,445.00** |
| | Adjustments Total | | $0.00 |
| | Destination Charge | | $1,995.00 |
| | **TOTAL PRICE** | | **$40,440.00** |

## FUEL ECONOMY

Est City:22 (2025) MPG

Est Highway:27 (2025) MPG

Est Highway Cruising Range:585.90 mi

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Blazer (1NR26) AWD 4dr LT (11) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26

## Selected Model and Options

### MODEL

| CODE | MODEL | MSRP |
|---|---|---|
| 1NR26 | 2026 Chevrolet Blazer AWD 4dr LT w/2LT | $37,000.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GXD | Sterling Gray Metallic |

### EMISSIONS

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | $0.00 |

### ENGINE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| LSY | Engine, 2.0L Turbo, 4-cylinder, SIDI DOHC with Variable Valve Timing (VVT) with Stop/Start (228 hp (170 kW) at 5000 rpm, 258 lb-ft of torque [350 N-m]) @ 1500-4000 rpm) (STD) | Inc. |

### TRANSMISSION

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| M3T | Transmission, 9-speed automatic, electronically-controlled with overdrive, includes Driver Shift Control (STD) | $0.00 |

### AXLE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| FHB | Axle, 3.47 final drive ratio | $0.00 |

### PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| 2LT | LT Preferred Equipment Group Includes Standard Equipment | $0.00 |

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Blazer (1NR26) AWD 4dr LT (11) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26

## WHEELS

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| WQN | Wheels, 18" (45.7 cm) High Gloss Black painted aluminum (Included and only available with (WJU) Midnight/Sport Edition.) | Inc. |

## TIRES

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| QMX | Tires, P235/65R18 all-season blackwall (STD) | $0.00 |

## PAINT

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| GXD | Sterling Gray Metallic | $0.00 |

## SEAT TYPE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| AR9 | Seats, front bucket (STD) | $0.00 |

## SEAT TRIM

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| H1T | Jet Black/Medium Gray, Premium Cloth seat trim | $0.00 |

## RADIO

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| IOS | Audio system, Chevrolet Infotainment 3 Plus system 10.2" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, Apple CarPlay and Android Auto capable, enhanced voice recognition, in-vehicle apps, cloud connected personalization for select infotainment and vehicle settings. Subscription required for enhanced and connected services after trial period. (STD) | $0.00 |

## ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| WJU | Midnight/Sport Edition includes Gloss Black grille bar, (B94) front and rear Black bowties, Black mirrors, Gloss Black nameplate (and AWD badge on AWD models), (WQN) 18" High Gloss Black painted aluminum wheels, and Black center caps with Black logo (Also includes (V59) Black roof-mounted side rails. Not available with PCP, PDJ, RIK, RFP, SJ9.) | $995.00 |

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Blazer (1NR26) AWD 4dr LT (11) ( Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 BLAZER LT W GOVT PRICING 1.30.26

## ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| V59 | Roof rails, Black roof-mounted side rails (Included and only available with (ZL3) Convenience Package or (WJU) Midnight/Sport Edition.) | Inc. |
| B94 | Bowties, Black, front and rear (Included with WJU, PDJ, RFP. Not available separately when WJU, PDJ, RFP are ordered. Not available with (R88) Black illuminated front bowtie emblem, LPO.) | Inc. |

## ADDITIONAL EQUIPMENT - LPO

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| PDF | LPO, Floor Liner Package includes (RIA) front and second row all-weather floor liners, LPO and (CAV) integrated cargo liner, LPO (Not available with (PDH) Interior Protection Package, LPO. Replaces standard floor mats.) | $450.00 |
| RIA | LPO, All-weather floor liners front and second row (Included and only available with (PDF) Floor Liner Package, LPO.) | Inc. |
| CAV | LPO, Integrated cargo liner (Included and only available with (PDF) Floor Liner Package, LPO.) | Inc. |

## ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| VQ2 | Fleet processing option | $0.00 |
| | **Options Total** | **$1,445.00** |

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (18) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26

## Quote Worksheet

| | | MSRP |
|---|---|---|
| Base Price | | $35,700.00 |
| Dest Charge | | $2,095.00 |
| Total Options | | $1,975.00 |
| | **Subtotal** | **$39,770.00** |
| DANIELS LONG & GOVT PRICING | | ($3,305.00) |
| DARKEST LEGAL TINT FRONT SIDE WINDOWS | | $225.00 |
| | **Subtotal Pre-Tax Adjustments** | **($3,080.00)** |
| Less Customer Discount | | $0.00 |
| | **Subtotal Discount** | **$0.00** |
| Trade-In | | $0.00 |
| | **Subtotal Trade-In** | **$0.00** |
| | **Taxable Price** | **$36,690.00** |
| Sales Tax | | $0.00 |
| | **Subtotal Taxes** | **$0.00** |
| | **Subtotal Post-Tax Adjustments** | **$0.00** |
| | **Total Sales Price** | **$36,690.00** |

**Comments:**

COLORADO IS INBOUND W ETA LATE FEBRUARY

Terry Bassett, Fleet Manager
Daniels Long Chevrolet
670 Automotive Dr
Colorado Springs, CO 80905
719.228.3523 direct

1·30·26

Dealer Signature / Date

Customer Signature / Date

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (18) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26

# Window Sticker

## SUMMARY

[Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT — MSRP:$35,700.00

Interior:Jet Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, TurboMax

Transmission, 8-speed automatic

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| 14C43 | [Fleet] 2026 Chevrolet Colorado (14C43) 4WD Crew Cab WT | | $35,700.00 |
| | **OPTIONS** | | |
| 4WT | Work Truck Preferred Equipment Group | | $0.00 |
| 5H1 | Key equipment, two additional key fobs | | $20.00 |
| 8S3 | Back-up alarm, 97 decibels | | $120.00 |
| A50 | Seats, front bucket | | $0.00 |
| CGN | Bedliner, Spray-on, Black with Chevrolet logo | | $475.00 |
| G80 | Differential, automatic locking rear | Inc. | |
| GAZ | Summit White | | $0.00 |
| GU6 | Rear axle, 3.42 ratio | | $0.00 |
| H1T | Jet Black, Cloth seat trim | | $0.00 |
| JL1 | Trailer brake controller, integrated | Inc. | |
| KW5 | Alternator, 220 amp | | $150.00 |
| L3B | Engine, TurboMax | | $0.00 |
| MFC | Transmission, 8-speed automatic | | $0.00 |
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | | $0.00 |
| QHR | Tires, 255/65R17 all-season, blackwall | | $0.00 |
| RD6 | Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel | | $0.00 |

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (18) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26

| | | | |
|---|---|---|---|
| RIA | LPO, All-weather Floor Liner, 1st and 2nd rows | | $265.00 |
| U1D | Trailering App | Inc. | |
| UKW | Blind Zone Steering Assist with Trailering | Inc. | |
| URL | 11.3" diagonal advanced color LCD display with Google Built-In | | $0.00 |
| Z82 | Trailering Package, heavy-duty | Inc. | |
| ZL6 | Advanced Trailering Package | | $945.00 |
| | **SUBTOTAL** | | **$37,675.00** |
| | Adjustments Total | | $0.00 |
| | Destination Charge | | $2,095.00 |
| | **TOTAL PRICE** | | **$39,770.00** |

## FUEL ECONOMY

Est City:17 MPG

Est Highway:22 MPG

Est Highway Cruising Range:470.80 mi

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (18) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26

## Selected Model and Options

### MODEL

| CODE | MODEL | MSRP |
|---|---|---|
| 14C43 | 2026 Chevrolet Colorado 4WD Crew Cab WT | $35,700.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GAZ | Summit White |

### EMISSIONS

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | $0.00 |

### ENGINE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| L3B | Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) | $0.00 |

### TRANSMISSION

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| MFC | Transmission, 8-speed automatic (STD) | $0.00 |

### AXLE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| GU6 | Rear axle, 3.42 ratio | $0.00 |

### PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| 4WT | Work Truck Preferred Equipment Group includes standard equipment | $0.00 |

### WHEELS

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| RD6 | Wheels, 17" X 8.0" (43.2 cm x 20.3 cm), Ultra Silver Metallic steel (STD) | $0.00 |

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (18) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26

## TIRES

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| QHR | Tires, 255/65R17 all-season, blackwall (STD) | $0.00 |

## PAINT

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| GAZ | Summit White | $0.00 |

## SEAT TYPE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| A50 | Seats, front bucket (STD) | $0.00 |

## SEAT TRIM

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| H1T | Jet Black, Cloth seat trim | $0.00 |

## RADIO

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| URL | 11.3" diagonal advanced color LCD display with Google Built-In includes color touch-screen, multi -touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring wireless Android Auto and Apple CarPlay capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD) (Terms and limitations apply.) | $0.00 |

## ADDITIONAL EQUIPMENT - PACKAGE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| ZL6 | Advanced Trailering Package (Includes (Z82) Trailering Package, (G80) Differential, automatic locking rear, (U1D) Trailering App.) | Inc. |

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Colorado (14C43) Crew Cab 4WD Work Truck (18) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 COLORADO W GOVT PRICING 1.30.26

## ADDITIONAL EQUIPMENT - MECHANICAL

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| G80 | Differential, automatic locking rear (Included and only available with (ZL6) Advanced Trailering Package.) | Inc. |
| KW5 | Alternator, 220 amp (Requires (Z82) Trailering Package.) | $150.00 |
| U1D | Trailering App (Included and only available with (ZL6) Advanced Trailering Package.) | Inc. |
| JL1 | Trailer brake controller, integrated (Included and only available with (Z82) Trailering Package.) | Inc. |
| Z82 | Trailering Package, heavy-duty includes trailer hitch and 7-pin connector (Includes (JL1) Trailer brake controller. Requires (KW5) 220 amp alternator. Included and only available with (ZL6) Advanced Trailering Package.) | Inc. |

## ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| CGN | Bedliner, Spray-on, Black with Chevrolet logo (Does not include the Chevrolet logo. Not available with (5VQ) Bedliner with Integral Storage Compartments, LPO or any Ship Thru code other than (VWY), (VAL), (VES) or (VWS).) | $475.00 |

## ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| UKW | Blind Zone Steering Assist with Trailering (Included and only available with (ZL6) Advanced Trailering Package.) | Inc. |
| 8S3 | Back-up alarm, 97 decibels (Requires a Fleet or Government order type. Not available with SEO (SFW) back-up alarm calibration.) | $120.00 |

## ADDITIONAL EQUIPMENT - INTERIOR

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| 5H1 | Key equipment, two additional key fobs Provides two additional spare key fobs for a total of (4). NOTE: programming of key fobs is at customer's expense. (Requires a fleet or government order type.) | $20.00 |

## ADDITIONAL EQUIPMENT - LPO

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| RIA | LPO, All-weather Floor Liner, 1st and 2nd rows includes Chevrolet logo, (dealer-installed) (Not available with (VAV) All-weather floor mats, LPO.) | $265.00 |
| | **Options Total** | **$1,975.00** |

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Data Version: 27625. Data Updated: Jan 29, 2026 7:00:00 PM PST.

[Fleet] 2026 Chevrolet Equinox (1PT26) 4dr AWD LT (10) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 EQUINOX LT W GOVT PRICING

## Quote Worksheet

| | | MSRP |
|---|---|---|
| Base Price | | $30,800.00 |
| Dest Charge | | $1,995.00 |
| Total Options | | $240.00 |
| | **Subtotal** | **$33,035.00** |
| DANIELS LONG & GOVT PRICING | | ($3,106.00) |
| EXTRA KEY & REMOTE | | $395.00 |
| | **Subtotal Pre-Tax Adjustments** | **($2,711.00)** |
| Less Customer Discount | | $0.00 |
| | **Subtotal Discount** | **$0.00** |
| Trade-In | | $0.00 |
| | **Subtotal Trade-In** | **$0.00** |
| | **Taxable Price** | **$30,324.00** |
| Sales Tax | | $0.00 |
| | **Subtotal Taxes** | **$0.00** |
| | **Subtotal Post-Tax Adjustments** | **$0.00** |
| | **Total Sales Price** | **$30,324.00** |

**Comments:**

EQUINOX ORDER W ETA MID-APRIL

Terry Bassett, Fleet Manager
Daniels Long Chevrolet
670 Automotive Dr
Colorado Springs, CO 80905
719.228.3523 direct

1·28·26

Dealer Signature / Date

Customer Signature / Date

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Data Version: 27609. Data Updated: Jan 27, 2026 7:23:00 PM PST.

[Fleet] 2026 Chevrolet Equinox (1PT26) 4dr AWD LT (10) · ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 EQUINOX LT W GOVT PRICING

# Window Sticker

## SUMMARY

[Fleet] 2026 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT — MSRP:$30,800.00

Interior:Black, Cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT

Transmission, 8-speed automatic

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| 1PT26 | [Fleet] 2026 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT | | $30,800.00 |
| | **OPTIONS** | | |
| 2LT | LT Preferred Equipment Group | | $0.00 |
| AR9 | Seats, front bucket | | $0.00 |
| EKV | Black, Cloth seat trim | | $0.00 |
| FHB | Axle, 3.47 final drive ratio | | $0.00 |
| GAZ | Summit White | | $0.00 |
| LSD | Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT | | $0.00 |
| MGH | Transmission, 8-speed automatic | | $0.00 |
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | | $0.00 |
| RIS | LPO, Second Row All-weather mat | Inc. | |
| RJS | Tires, 235/65R17, all-season blackwall | | $0.00 |
| RSC | Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum | | $0.00 |
| VAV | LPO, All-weather floor mats | | $240.00 |
| VQ2 | Fleet processing option | | $0.00 |
| | **SUBTOTAL** | | **$31,040.00** |
| | Adjustments Total | | $0.00 |

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Data Version: 27609. Data Updated: Jan 27, 2026 7:23:00 PM PST.

[Fleet] 2026 Chevrolet Equinox (1PT26) 4dr AWD LT (10) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 EQUINOX LT W GOVT PRICING

| | |
|---|---|
| Destination Charge | $1,995.00 |
| **TOTAL PRICE** | **$33,035.00** |

## FUEL ECONOMY

Est City:25 MPG

Est Highway:29 MPG

Est Highway Cruising Range:452.40 mi

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Data Version: 27609. Data Updated: Jan 27, 2026 7:23:00 PM PST.

[Fleet] 2026 Chevrolet Equinox (1PT26) 4dr AWD LT (10) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 EQUINOX LT W GOVT PRICING

## Selected Model and Options

### MODEL

| CODE | MODEL | MSRP |
|---|---|---|
| 1PT26 | 2026 Chevrolet Equinox AWD 4dr LT w/2LT | $30,800.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GAZ | Summit White |

### EMISSIONS

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | $0.00 |

### ENGINE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| LSD | Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT (STD) | $0.00 |

### TRANSMISSION

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| MGH | Transmission, 8-speed automatic (STD) | $0.00 |

### AXLE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| FHB | Axle, 3.47 final drive ratio (AWD only.) | $0.00 |

### PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| 2LT | LT Preferred Equipment Group includes standard equipment | $0.00 |

### WHEELS

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| RSC | Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum (STD) | Inc. |

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Data Version: 27609. Data Updated: Jan 27, 2026 7:23:00 PM PST.

[Fleet] 2026 Chevrolet Equinox (1PT26) 4dr AWD LT (10) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 EQUINOX LT W GOVT PRICING

## TIRES

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| RJS | Tires, 235/65R17, all-season blackwall (STD) | $0.00 |

## PAINT

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| GAZ | Summit White | $0.00 |

## SEAT TYPE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| AR9 | Seats, front bucket (STD) | $0.00 |

## SEAT TRIM

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| EKV | Black, Cloth seat trim | $0.00 |

## ADDITIONAL EQUIPMENT - LPO

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| VAV | LPO, All-weather floor mats (Includes (RIS) Second Row All-weather mat, LPO. Not available with (PDK) Floor Liner Package, LPO or (RIA) All-weather floor liners, LPO.) | $240.00 |
| RIS | LPO, Second Row All-weather mat (Included and only available with (RIA) All-weather floor liners, LPO, (VAV) All-weather floor mats, LPO or (PDK) Floor liner package, LPO.) | Inc. |

## ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| VQ2 | Fleet processing option | $0.00 |
| | **Options Total** | **$240.00** |

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Data Version: 27609. Data Updated: Jan 27, 2026 7:23:00 PM PST.

[Fleet] 2026 Chevrolet Traverse (1LB56) 4dr AWD LT (4) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT ASSISTANCE

## Quote Worksheet

| | | MSRP |
|---|---|---|
| Base Price | | $42,800.00 |
| Dest Charge | | $1,995.00 |
| Total Options | | $425.00 |
| | **Subtotal** | **$45,220.00** |
| DANIELS LONG & GOVT PRICING | | ($4,705.00) |
| ONE EXTRA KEY/REMOTE | | $390.00 |
| | **Subtotal Pre-Tax Adjustments** | **($4,315.00)** |
| Less Customer Discount | | $0.00 |
| | **Subtotal Discount** | **$0.00** |
| Trade-In | | $0.00 |
| | **Subtotal Trade-In** | **$0.00** |
| | **Taxable Price** | **$40,905.00** |
| Sales Tax | | $0.00 |
| | **Subtotal Taxes** | **$0.00** |
| | **Subtotal Post-Tax Adjustments** | **$0.00** |
| | **Total Sales Price** | **$40,905.00** |

**Comments:**

THIS TRAVERSE WILL BE ORDERED WITH ETA MID-JUNE

Terry Bassett, Fleet Manager
Daniels Long Chevrolet
670 Automotive Dr
Colorado Springs, CO 80905
719.228.3523 direct

1·29·26

Dealer Signature / Date

Customer Signature / Date

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Data Version: 27617. Data Updated: Jan 28, 2026 6:47:00 PM PST.

[Fleet] 2026 Chevrolet Traverse (1LB56) 4dr AWD LT (4) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT ASSISTANCE

# Window Sticker

## SUMMARY

[Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT — MSRP:$42,800.00

Interior:LT Jet Black, Premium cloth seat trim

Exterior 1:Lakeshore Blue Metallic

Exterior 2:No color has been selected.

Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT)

Transmission, 8-speed automatic

## OPTIONS

| CODE | MODEL | | MSRP |
|---|---|---|---|
| 1LB56 | [Fleet] 2026 Chevrolet Traverse (1LB56) AWD 4dr LT w/2LT | | $42,800.00 |
| | **OPTIONS** | | |
| 2LT | LT Preferred Equipment Group | | $0.00 |
| ABE | Seating, 7-passenger (2-2-3 seating configuration) | | $0.00 |
| AR9 | Seats, front bucket | | $0.00 |
| CAV | LPO, Integrated cargo liner | Inc. | |
| GXP | Lakeshore Blue Metallic | | $0.00 |
| HQB | LT Jet Black, Premium cloth seat trim | | $0.00 |
| LK0 | Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) | | $0.00 |
| MF8 | Transmission, 8-speed automatic | | $0.00 |
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | | $0.00 |
| PDF | LPO, Floor Liner Package | | $425.00 |
| QO5 | Tires, 255/65R18 all-season blackwall | | $0.00 |
| RIA | LPO, All-weather floor liners, first and second row | Inc. | |
| RIB | LPO, All-weather floor liner, third row | Inc. | |
| SGE | Wheels, 18" (45.7 cm) Grazen Metallic machined-face aluminum | | $0.00 |
| VQ2 | Fleet processing option | | $0.00 |

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[Fleet] 2026 Chevrolet Traverse (1LB56) 4dr AWD LT (4) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT ASSISTANCE

| | |
|---|---|
| **SUBTOTAL** | **$43,225.00** |
| Adjustments Total | $0.00 |
| Destination Charge | $1,995.00 |
| **TOTAL PRICE** | **$45,220.00** |

## FUEL ECONOMY

Est City:20 MPG

Est Highway:24 MPG

Est Highway Cruising Range:520.80 mi

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[Fleet] 2026 Chevrolet Traverse (1LB56) 4dr AWD LT (4) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT ASSISTANCE

## Selected Model and Options

### MODEL

| CODE | MODEL | MSRP |
|---|---|---|
| 1LB56 | 2026 Chevrolet Traverse AWD 4dr LT w/2LT | $42,800.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GXP | Lakeshore Blue Metallic |

### EMISSIONS

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| NE1 | Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New Mexico, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements | $0.00 |

### ENGINE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| LK0 | Engine, 2.5L Turbo DOHC SIDI with Variable Valve Timing (VVT) (328 hp [244 kW] @ 5500 rpm, 326 lb-ft of torque [442 N-m] @ 3500 rpm) (STD) | $0.00 |

### TRANSMISSION

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| MF8 | Transmission, 8-speed automatic (STD) | $0.00 |

### PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| 2LT | LT Preferred Equipment Group includes standard equipment | $0.00 |

### WHEELS

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| SGE | Wheels, 18" (45.7 cm) Grazen Metallic machined-face aluminum (STD) | $0.00 |

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[Fleet] 2026 Chevrolet Traverse (1LB56) 4dr AWD LT (4) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT ASSISTANCE

## TIRES

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| QO5 | Tires, 255/65R18 all-season blackwall (STD) | $0.00 |

## PAINT

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| GXP | Lakeshore Blue Metallic | $0.00 |

## SEAT TYPE

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| AR9 | Seats, front bucket (STD) | $0.00 |

## SEAT TRIM

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| HQB | LT Jet Black, Premium cloth seat trim | $0.00 |

## SEATING ARRANGEMENT

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| ABE | Seating, 7-passenger (2-2-3 seating configuration) (STD) | $0.00 |

## ADDITIONAL EQUIPMENT - LPO

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| PDF | LPO, Floor Liner Package includes (CAV) Integrated cargo liner, LPO, (RIA) first and second row all-weather floor liners, LPO and (RIB) third row all-weather floor liner, LPO (Not available with (PDH) Interior Protection Package, LPO or (VLI) cargo mat, LPO. | $425.00 |
| RIA | LPO, All-weather floor liners, first and second row (Included and only available with (PDF) Floor Liner Package, LPO. Not available with (VAV) first and second row all-weather floor mats, LPO.) | Inc. |
| RIB | LPO, All-weather floor liner, third row (Included and only available with (PDF) Floor Liner Package, LPO or (PDH) Interior Protection Package, LPO.) | Inc. |
| CAV | LPO, Integrated cargo liner (Included with (PDF) Floor Liner Package. Not available with (PDH) Interior Protection Package, LPO or (VLI) cargo mat, LPO.) | Inc. |

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[Fleet] 2026 Chevrolet Traverse (1LB56) 4dr AWD LT (4) ( ✔ Complete )

Quote: DOUGLAS COUNTY QUOTE 2026 TRAVERSE LT W GOVT ASSISTANCE

## ADDITIONAL EQUIPMENT - OTHER

| CODE | DESCRIPTION | MSRP |
|---|---|---|
| VQ2 | Fleet processing option | $0.00 |
| | **Options Total** | **$425.00** |

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# DOUGLAS COUNTY GOVERNMENT

**Finance Department ~ Purchasing Division**
**100 Third Street, Suite 130**
**Castle Rock, Colorado 80104**
**Telephone: 303-660-7434**
**www.douglas.co.us**

**INVITATION FOR BID (IFB)**
**NO. 027-25**
**DOUGLAS COUNTY FLEET VEHICLES**

**YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN**
**NOVEMBER 7, 2025 @ 3:00PM**

## BIDDER'S CERTIFICATION

**We offer to provide to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:**

**BIDDER:** _____

**ADDRESS:** _____

**CITY:** _____ **STATE:** _____ **ZIP:** _____

**TELEPHONE NUMBER:** _____ **FAX NUMBER:** _____

**EMAIL:** _____

**BY:** _____
**(Printed or Typed Name)**

_____
**(Signature)**

**TAXPAYER I.D. NUMBER:** _____

**Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.**

Bids shall be received **ELECTRONICALLY ONLY** through the Rocky Mountain E-Purchasing/BidNet System website at (www.bidnetdirect.com/colorado/douglas-county-government). All bid responses should consist of one (1) PDF document, without password protection. It is the sole responsibility of the bidder to ensure that their bid response is received on time. Bids will not be considered which are received after the time stated.

Douglas County distributes solicitation documents through the Rocky Mountain E-Purchasing/BidNet System only. Copies of solicitations obtained from other sources are not considered official copies and the County cannot attest to their accuracy. All BidNet System questions must be addressed with BidNet Vendor Support at 800-835-4603.

Douglas County Government reserves the right to reject any or all bids, to waive formalities, informalities, or irregularities contained in the said bid and furthermore, to award an agreement/contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, the County reserves the right to negotiate optional items and/or services with the successful bidder.

**OVERVIEW:**

Through this Invitation for Bid (IFB), the Department of Facilities, Fleet, and Emergency Support Services of Douglas County Government, hereinafter referred to as the County, respectfully requests bids from responsible and highly-qualified automotive dealerships capable of fulfilling the anticipated vehicle volume needs of Douglas County, as specified.

The initial agreement/contract, issued as a result of this IFB, will be for a period of one (1) year, beginning approximately January 1, 2026, to and including December 31, 2026. All pricing shall be firm and fixed for the initial agreement/contract period. The County shall have the option to renew the award for four (4) additional periods of one (1) year each, with the same terms and conditions. This agreement/contract and any extension to the original period of a subject agreement/contract shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's unanimous satisfaction with the products and services received during the preceding agreement/contract period.

**BID CONDITIONS AND PROVISIONS:**

All bids must be submitted on the forms provided and in accordance with all terms, conditions, specifications, and stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this IFB, which shall become part of the final agreement/contract.

All bids must be signed by a duly-authorized official of the company. The completed and signed bidder certification page (together with all required attachments) must be uploaded to the Rocky Mountain E-Purchasing/BidNet System before the due date and time shown on page one (1).

All participating bidders, by their signature on the certification page, shall agree to comply with all terms, conditions, specifications, and stipulations of this IFB as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this IFB shall constitute cause for rejection by the County. Exceptions or deviations to this IFB must not be added to the IFB pages and must be on company letterhead and accompany the bid response.

All bidders are required to complete all of the information requested in this IFB. Failure to do so may result in the disqualification of your bid response. When omitting a bid on an item, please insert the words "NO BID".

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension price, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

Bid pricing shall be fixed and subject to acceptance or rejection within ninety (90) days of the bid due date.

The County will not be responsible for any goods delivered and/or services performed without its purchase order, signed by an authorized representative of the County's Purchasing Division.

The successful bidder will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the laws of the State of Colorado for the duration of any agreement/contract issued as a result of this IFB. Additionally, the County must be notified of any changes occurring in this coverage and the successful bidder must demonstrate to the County that such changes do not, in any way, affect the minimum liability insurance required for this bid.

All information submitted in response to this IFB may be subject to disclosure under the Colorado Open Records Act. Bidders are discouraged from providing information that they consider confidential and/or privileged as part of their response to this IFB. If any portion of your response is identified as proprietary and/or confidential, a redacted copy must be uploaded to the Rocky Mountain E-Purchasing/BidNet System with your original/complete response.

The successful bidder may be required, as a provision of this IFB, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The successful bidder shall be in complete compliance with all terms, conditions, specifications, and stipulations of this IFB as outlined herein. The County shall have the right to inspect the facilities and equipment of the successful bidder to ensure such compliance.

No bid shall be accepted from, and no agreement/contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or agreement/contract term or condition as may be provided for or required in any County agreement/contract, or that may be deemed irresponsible or unreliable by the County. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this IFB.

All bidders agree to abide by all of the laws, regulations, and administrative rulings of the United States, the State of Colorado, and the County of Douglas, securing all necessary licenses/permits in connection with this IFB.

All materials furnished or services performed under the terms of this agreement/contract issued as a result of this IFB shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable federal, state, and local codes.

In the event that this IFB requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any bonds, insurance, Workers' Compensation, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All bidders must take into consideration that only the County's documents will be used in the finalization of any contract issued as a result of this IFB. Bidders are responsible for reviewing such documents prior to submitting their bid response.

All bidders must submit written disclosure of any known potential conflicts of interest that may result during the purchase of goods and/or the performance of the services listed herein.

**BADGE ACCESS TO COUNTY FACILITIES:**

This agreement/contract may require access to multiple facilities within Douglas County, including law enforcement and judicial buildings that may contain Criminal Justice Information Services (CJIS) material. As such, Douglas County will perform prescreening background checks of successful bidders and associated personnel. In addition, successful bidders and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, successful bidders and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts. Depending on access requirements, the successful bidders and associated personnel may be required to sign an additional CJIS security addendum.

The successful bidder shall supply a complete list of associated personnel to Douglas County with at least two potential alternative workers who will be responsible for performing services under this agreement/contract. Only these individuals will be allowed on Douglas County premises to perform services once confirmed to have passed background checks and CJIS Training.

**ETHICAL STANDARDS:**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement/contract or subcontract, or to any solicitation or IFB, therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under an agreement/contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the bid response shall be disqualified and shall not be reinstated.

**ETHICSPOINT/NAVEX GLOBAL:**

Douglas County is committed to an environment where open, honest communication is the expectation, not the exception. Douglas County has implemented a phone and Internet-based reporting system called EthicsPoint/Navex Global. The reporting system allows employees to report issues or concerns that they may have in an anonymous and confidential manner. We consider it a critical component in providing a safe, secure, and ethical workplace.

An option within the system allows vendors to also report an issue. As a vendor, you are in a position to observe not only questionable or unethical behavior by our employees but also identify areas that you would like to make a suggestion for change. By calling 1-888-337-3094 or logging-in on the Internet to www.ethicspoint.com and entering Douglas County Government, you can file a report, offer a suggestion or voice a concern. Online instructions are available on how to use the system. The EthicsPoint/Navex Global system also offers a follow-up/response mechanism. You can be assured that this is a fast, easy, and confidential system.

**NON-COLLUSIVE BIDDING CERTIFICATION:**

By the submission of your bid response, the bidder certifies that:

1) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.

2) The contents of the bid have not been communicated by the bidder; nor, to the best of their knowledge and belief, by any of their employees or agents, to any person not an employee or agent of the bidder or the surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this bid.

3) No bidder shall submit more than one (1) bid for this purchase.

**NON-DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of the work under an agreement/contract issued as a result of this IFB, the successful bidder must agree 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. The successful bidder must further agree to insert the foregoing provision into all subcontracts.

**INDEMNIFICATION:**

The County cannot and by this agreement/contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the vendor/company/contractor or any other person or entity whatsoever, for any purpose whatsoever. The vendor/company/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 agreement/contract; provided, however, that the vendor/company/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.

**INDEPENDENT CONTRACTOR:**

The vendor/company/contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this agreement/contract, all personnel assigned by the vendor/company/contractor to perform work under this agreement/contract shall be, and remain at all times, employees of the vendor/company/contractor for all purposes. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the vendor/company/contractor and/or its designated agents. The vendor/company/contractor acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the vendor/company/contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The vendor/company/contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

**ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:**

The successful bidder may not assign or otherwise transfer any of its rights or obligations under any purchase order or agreement/contract made and entered into pursuant to the County IFB without the prior written approval of the County Purchasing Division.

**CANCELLATION:**

The County reserves the right to cancel the whole or any part of an agreement/contract issued as a result of this IFB due to the failure of the successful bidder to carry out any term, promise or condition of the agreement/contract. The County will issue a written notice of default to the successful bidder for failing to act in compliance with the terms and conditions of such an agreement/contract.

**EXAMINATION OF RECORDS:**

The successful bidder agrees that the County shall, until the expiration of three (3) years after the final payment under an agreement/contract issued as a result of this IFB, have access to and the right to examine any directly pertinent books, documents, papers, and records of the bidder involving transactions of such agreement/contract.

**PRICE, PAYMENT, AND DELIVERY:**

1) All prices shall be firm and fixed for the specified time frame.

2) All payment terms shall be "Net 30"; consideration will be given to any discounts offered for payments made earlier than "Net 30", please explain.

3) In an effort to improve efficiency, Douglas County encourages the use of purchasing cards to make payments. Under this method, payments are made after the verification of the receipt of the goods and services and following the receipt of a proper invoice. Please confirm if this would be an acceptable payment option.

4) All deliveries will be "F.O.B. ~ Destination – Douglas County Fleet Services, 3030 North Industrial Way, Castle Rock, Colorado 80109"

**TAXES:**

All pricing shall reflect all applicable tax exemptions for Douglas County:

1) Federal Registration Number: 84-6000761

2) State Registration Number: 98-04428

**COOPERATIVE PURCHASING:**

Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Vendors may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The vendor must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

**REFERENCE LISTING:**

Bidders shall furnish a list of three (3) current government/fleet references to include name, title, address, telephone number, and email address for which they are currently furnishing/selling vehicles on a same or similar agreement/contract. The inability to contact references may be cause for the rejection of your bid response.

**QUESTIONS/INQUIRIES/ADDENDUMS:**

All questions related to this IFB must be submitted **ELECTRONICALLY ONLY** through the Rocky Mountain E-Purchasing/BidNet System website at (www.bidnetdirect.com/colorado/douglas-county-government). Please enter only one (1) question per line.

Questions will be received until 5:00pm on Monday, October 20, 2025. Responses to all questions will be posted on the Rocky Mountain E-Purchasing/BidNet System no-later-than Friday, October 24, 2025.

If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the potential bidder to ensure that they have received all addendums prior to submitting their IFB response.

# INVITATION FOR BID (IFB) #027-25
# DOUGLAS COUNTY FLEET VEHICLES

# SCOPE OF SERVICES & SPECIFICATIONS

**SCOPE OF SERVICES:**

Douglas County (the County) is seeking responses from qualified automotive dealerships capable of fulfilling the anticipated vehicle volume needs of Douglas County. The respondents may elect to submit a bid on one or more vehicle body types. No decals or insignia identifying the dealer are to be affixed to any vehicles purchased utilizing this solicitation. The agreements/contracts that result from this Invitation for Bid (IFB) will primarily be used by Douglas County to purchase vehicles, although other agencies may piggyback off the award(s).

Douglas County currently maintains approximately 700 light-duty vehicles and has averaged around sixty (60) vehicle acquisitions per year in each of the past three years. The number of vehicles that Douglas County may purchase each year will vary.

**SPECIFICATIONS:**

At a minimum, the respondent shall include manufacturer-standard new vehicle equipment for the current model year vehicles unless otherwise specified. Respondents shall indicate the least expensive Trim Level package that meets all listed Standard Specifications for the given vehicle description/class. Respondents shall provide Original Equipment Manufacturer ("OEM") product designation codes, where applicable. Douglas County reserves the right to modify vehicle configurations (i.e., regular cab, crew cab, extended cab, etc.), trim levels, packages, and options, as needed for each vehicle order. Respondents are encouraged to identify, in a separate attachment, the options available for each model vehicle being bid.

Tires will be specified as All-Season/ Mud and Snow radials. When specified, All-Terrain tires with open side lugs and open side tread should be provided.

A color chart listing all available interior and exterior colors, with their correct factory names, will be provided with the available free colors noted.

All current model year vehicles ordered within the dealership and manufacturer's ordering guidelines will be delivered and invoiced no later than the last business day of the third quarter of the year that the order is placed, unless declared and agreed upon in the quote/estimate. In the event the automotive dealership is not able to deliver the ordered vehicle(s) within the model year ordered, the County may choose to order, out of dealer stock, a unit(s) as close to original specifications as possible. Vehicles ordered within the OEM ordering and build periods are expected to be delivered through the dealership within six (6) to nine (9) months of the vehicle order date/purchase order issue date. Vehicles not built and delivered by OEM on a timely basis, except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the dealership, will be documented as delivery and performance issues that may jeopardize future orders/awards with Douglas County. Vehicles ordered by the County after the final order date has been announced by the OEM do not apply to this stipulation. If the current model year becomes unavailable due to manufacturer build-out dates, the dealership will be expected to work with the County to secure a current year model that meets the specifications from an alternative source or provide the next model-year vehicle at the current model year's pricing.

**OPTIONS**:

Options shall be bid and provided as factory-installed under the terms of the full, factory-backed, bumper-to-bumper warranty. Dealer-installed options will not be permitted unless pre-approved in writing by the County.

If a dealership substitutes an OEM option with a non-OEM option, the County may return the vehicle for a correctly equipped vehicle. The County may require the dealership to reimburse the County for all expenses and fees related to the repair of a non-OEM option that fails within the standard warranty period. If, at any time, the County discovers the dealership is substituting an OEM option with a non-OEM option, the County reserves the right to cancel the award in the best interest of the County.

The price and OEM Code for each option listed on the Vehicle Specification Sheet shall be specified. If an option is no charge (N/C) or included in the standard vehicle base price (STD or INC) write the appropriate designation. If an option is not available, write "N/A". The price for options will not exceed the Manufacturer's Suggested Retail Price (MSRP).

**DELIVERY REQUIREMENTS:**

All vehicles shall be delivered complete with all manufacturers' standard new vehicle equipment and must comply with the Vehicle Specifications and requested optional items as listed in the quote/estimate. The County reserves the right to return any vehicle, after acceptance, that is found to be incomplete and/or in violation of the Vehicle Specifications for the body code and purchase order. The County shall have the discretion whether to accept the vehicle and be reimbursed for monies already paid or to choose to have the dealer bring the vehicle up to specifications.

Scheduling of a vehicle delivery appointment must be completed with a minimum of forty-eight (48) hours notice, prior to delivery with Douglas County Fleet Services. The dealership will be asked to provide the purchase order number and the number of vehicles to be delivered when calling to schedule an appointment. The dealership shall deliver all vehicles requested through the award of this IFB to Douglas County Fleet Services, which is located at 3030 North Industrial Way, Castle Rock, CO 80109. Official inspection and acceptance of the vehicles shall occur at this location. Vehicle deliveries are accepted between the hours of 8:00 AM and 12:00 PM and 1:00 PM and 5:00 PM, Monday through Friday, excluding County Holidays, which are as follows:

1) New Year's Day
2) Martin Luther King, Jr. Day
3) Presidents' Day
4) Memorial Day
5) Juneteenth
6) Independence Day
7) Labor Day
8) Veterans' Day
9) Thanksgiving Day
10) Friday after Thanksgiving
11) Christmas Eve Day
12) Christmas Day

**The following documentation/items must be included in the vehicle at the time of the scheduled delivery. No handwritten documents will be accepted.**

1) All titling documents are to be completed as:
   DOUGLAS COUNTY OF
   PO BOX 1390
   CASTLE ROCK, CO 80104
2) The dealerships invoice with a typed Vehicle Identification Number (VIN), the Douglas County Purchase Order number, and the Dealer Stock Number.
3) A copy of the Douglas County Purchase Order, signed by the Dealership Sales Representative, verifying Quality Control and dealer check.
4) The manufacturer's window sticker with price and option information (do not leave the sticker on the vehicle door glass).
5) The manufacturer's "Certificate of Origin".
6) The Application for Title and odometer statement.

7) Weight slip and VIN verification will be provided whenever a vehicle body has been modified (i.e., dump bodies, cube vans, box trucks, etc.)
8) A sixty (60) day permit attached to the license plate area on the rear of the vehicle.

All vehicles will be delivered washed, have license plate brackets and screws installed on the vehicle, serviced, and with a minimum of one-quarter (1/4) tank of fuel in the vehicle.

Douglas County Fleet Services will inspect the delivered vehicle's condition and options to expedite the delivery process. If any problems are discovered after delivery, the County will have four (4) weeks to inspect and reject the vehicle while it is still located at the Fleet Services location. If rejected, the dealership will retrieve the vehicle within three (3) business days of notification for correction/repairs and redeliver the vehicle as soon as the repairs are complete.

**VEHICLE VISIBILITY REPORTS:**

The County requires vehicle visibility reports to be provided monthly. Failure to provide these reports may result in the cancellation of said order/award. These reports must be submitted to Fleet Services and must contain the following information:
1) The solicitation number (IFB #027-25)
2) Douglas County Purchase Order Number
3) Vehicle Type
4) Status of the vehicle
5) Vehicle location
6) Anticipated delivery date

Additional mandatory factory options required by the ordering of any given option will be specified under the "Actual/Comments" section of the Vehicle Specification Sheet.

**LIMITED AGREEMENT/CONTRACT EXTENSION TO COMPLETE WORK:**

Any specific work assignment which commences prior to the termination date of this award, and which will extend beyond the termination date, shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms, and conditions as set forth herein.

**LOCAL DEALERSHIP SHALL BE REQUIRED:**

Due to the service level required in conjunction with this award, the awarded automotive dealerships shall maintain a primary location within the Metro Denver, Colorado, area. This location must be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to this potential award. Metro Denver consists of those communities within a 100-mile radius of Castle Rock, CO. These communities may include, but will not be limited to, the City and County of Denver, City of Ft. Collins and surrounding counties, City of Colorado Springs and surrounding counties, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, and Gilpin County, Colorado.

**CURRENT MODEL/VERSION:**

This IFB states a specific model or version and an estimated number of items or units to be purchased. It is understood and agreed that the County may purchase additional vehicles from the dealerships, including subsequent product releases or replacement vehicles/products; provided that these additional items represent the same manufacturer and essential functionality.

**VEHICLES/EQUIPMENT SHALL BE THE MOST RECENT MODEL AVAILABLE:**

Vehicles/Equipment offered by the dealership shall be the most recent model available. Any optional components that are required in accordance with the specifications shall be considered standard equipment for purposes of this award. An omission of any essential detail from these specifications does not relieve the dealership from furnishing a complete vehicle. The vehicle shall conform to all applicable OSHA, State of Colorado, and Federal safety requirements. All components, including but not limited to, assists, wiring, accessory mounting, parts, connectors, and adjustments, are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

**DEFICIENCIES, DEFECTS, AND/OR DAMAGES TO VEHICLES SHALL BE CORRECTED BY THE DEALERSHIP:**

The dealership shall promptly correct all deficiencies, defects, and/or damages to vehicles delivered to the County in accordance with this potential award. All corrections shall be made within fifteen (15) calendar days after such deficiencies, defects, and/or damages are verbally reported to the dealership by Fleet Services. The dealership shall be responsible for filing, processing, and collecting all damage claims against the shipper, when applicable.

**PRICE DECREASE DURING AGREEMENT:**

If prices decrease during the term of this award agreement, the dealership must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

**PURCHASE ORDERS PLACED WITH THE DEALERSHIP:**

All orders placed with the dealership during the term of this award shall be issued by the County's Purchasing Division through a purchase order bearing a unique purchase order number. The dealership shall not fill any orders until a purchase order has been received from the County. A verbal purchase order number or letter of intent, may be issued to the dealership by Fleet Services under emergency circumstances in advance of a written purchase order.

**PURCHASE OF OTHER VEHICLES NOT LISTED ON THE SOLICITATION BASED ON PERCENTAGE DISCOUNTS:**

While the County has listed all major vehicles within this solicitation, which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary vehicles that must be purchased by the County during the term of this Agreement. For this reason, respondents are requested to quote a percentage discount from the dealerships price list that will be offered to the County for vehicles that did not appear in this IFB. The County reserves the right to award these ancillary vehicles to the said dealership or another dealership based on the lowest actual price offered.

**PRODUCT RECALL:**

The awarded dealerships shall notify Douglas County Fleet Services of any manufacturer's recalls regarding vehicles ordered under this Agreement. The dealership shall contact the County by email within one (1) week of notification by the manufacturer. Failure to comply with this requirement may be cause for termination of the award.

**BACK ORDERS MUST BE FILLED WITHIN A REASONABLE TIME:**

If the dealership experiences a back order of vehicles from its manufacturer or distributor, the dealership must ensure that such back orders are filled within a reasonable period of time. In these cases, the dealership must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County. The dealership shall not invoice the County for back-ordered vehicles until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County shall be the sole judge of what constitutes a reasonable period of time and may, at its discretion, verbally cancel back orders and seek the vehicles from another dealership.

**DISCOUNTS OFFERED DURING THE TERM OF THE AGREEMENT/CONTRACT:**

During the term of this award, the dealership may offer the County discounts below the original prices quoted in their bid response. In addition, the dealerships are encouraged to offer additional discounts below the original prices quoted in their bid response for large single orders.

**DUPLICATE SHIPMENTS ARE NOT ALLOWED:**

The County will not accept duplicate vehicle shipments. If the dealership sends duplicate shipments to a County location, the dealership shall either retrieve the vehicles at no cost to the County or allow the County to retain the vehicles at no cost to the County.

**ADJUSTMENTS/SURCHARGES:**

The County will not accept adjustments or surcharges from the dealership unless a negotiated request for such adjustment/surcharge is agreed upon by both parties as to amount and a very specific timeframe. Such an adjustment/surcharge must be documented in writing. The County will not honor such adjustments/surcharges invoiced without the attachment, of such agreement, to the invoice.

**SHIPPING TERMS FOB DESTINATION:**

All deliveries are F.O.B. Destination – Douglas County Fleet Services, 3030 North Industrial Way, Castle Rock, Colorado 80109. The dealership will hold the title to the vehicle(s) until such time as they are delivered to, and accepted by, an authorized County representative.

**METHOD OF PAYMENT FOR VEHICLES DELIVERED**:

The County shall provide payment for the vehicles delivered. The dealership shall provide a fully documented invoice upon delivery of the vehicle to Douglas County Fleet Services. Payment terms are Net 30. The invoice shall identify critical, descriptive data, including, but not limited to, model numbers, serial numbers, VIN numbers, and purchase order numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the vehicles.

**LOGOS:**

The County logo is trademarked and property solely of the County. Bidders do not have permission to use our logo on any documentation or presentation materials, and to do so would be a violation of our trademark.

**STANDARD EQUIPMENT REQUIREMENTS/SPECIFICATIONS**:

Below are the General Vehicle Specifications to be included, but not limited to, on all Douglas County vehicles. The 2026 Vehicle Specification sheets, attached and incorporated herein as Exhibit "A" – "V", must be completed and returned with your bid response.

**Standard Equipment Requirements (All Vehicles)**

- The primary color for Douglas County vehicles is white
- Power door locks
- Power windows
- Cruise control
- Automatic transmission
- Remote keyless entry
- 3x keys/fobs for non-law enforcement vehicles
- AM/FM radio with Bluetooth/Hands-Free cellular capabilities
- Spray in bedliners for pickups
- Backup camera/sensors
- Weather Tech or comparable floor liners (front and rear).
- Factory Warranties

**Optional Equipment**

- Additional/higher trim levels or packages, as needed
- Additional color options, as needed
- Front windows tinted to match rear window tint
- 5x keys/fobs for law enforcement vehicles
- All law enforcement units are to be fleet-keyed

**Additional upfitting options to be available through dealers, as needed**

- Toppers
- Amber lighting
- Law Enforcement lighting
- Snowplows
- Sanders
- Headache racks
- Tonneau covers
- Lift gates
- Cab/chassis - upfitting, including but not limited to dump, utility, box, service, crane, bucket, etc.
- Front bumper/grill guard combo with winch
- This list is not all-inclusive, and additional upfit requirements may be added at any time and per vehicle order.

**All SUVs (Small, Mid, and Full-Sized)**

- Four (4) doors
- Push button 4-wheel drive or all-wheel drive
- Limited-slip differential
- Towing package
- Transmission cooler

**Small Pickup Truck (Canyon, Colorado, Ranger)**

- Class 1 light truck
- 0 to 6,000 GVWR
- Gas engine
- Limited-slip differential
- Push button 4-wheel drive or all-wheel drive

**1/2 Ton Pickup Truck - 4x4 (F150 & 1500 Series Pickups)**

- Class 2A Light-Duty Truck
- 6,001 – 8,500 GVWR
- Gas or diesel engine
- Limited-slip differential
- Push button 4-wheel drive or all-wheel drive
- Heavy-duty towing package
- Transmission cooler

**3/4 Ton Pickup Truck - 4x4 (F250 & 2500 Series Pickups)**

- Class 2B Light-Duty Truck
- 8,501 - 10,000 GVWR
- Gas or Turbocharged Diesel Engine
- Limited-slip differential
- Heavy-duty towing package
- Transmission cooler
- Upfitter switches
- Snowplow prep package
- Factory Gooseneck prep

**1-Ton Pickup Truck - 4x4 (F350 & 3500 Series Pickups)**

- Class 3 Medium-Duty Truck
- 10,001 - 14,000 GVWR
- Gas or Turbocharged Diesel Engine
- Limited-slip differential
- Heavy-duty towing package w/ 2.5-inch receiver
- Transmission cooler
- Upfitter switches
- Snowplow prep package
- Factory Gooseneck prep

**1-Ton Cab & Chassis DRW - 4x4 (F350 & 3500 DRW Series Trucks)**

- Class 3 Medium-Duty Truck
- 10,001 - 14,000 GVW
- Gas or Turbocharged Diesel Engine
- Limited-slip differential
- Heavy-duty towing package
- Transmission cooler
- Upfitter switches
- Snowplow prep package
- 2.5-inch hitch receiver
- Factory Gooseneck prep

**1.5-Ton Cab & Chassis DRW - 4x4 (F450 & 4500 Series Trucks)**

- Class 4 Medium-Duty Truck
- 14,001 - 16,000 GVWR
- Gas or Turbocharged Diesel Engine
- Limited-slip differential
- Heavy-duty towing package
- Transmission cooler
- Upfitter switches
- Snowplow prep package

**2-Ton Cab & Chassis DRW - 4x4 (F550 & 5500 Series trucks)**

- Class 5 Medium-Duty Truck
- 16,001 -19,500 GVWR
- Gas or Turbocharged Diesel Engine

- Limited-slip differential
- Heavy-duty towing package
- Transmission cooler
- Upfitter switches
- Snowplow prep package

**All Cargo and Passenger Vans**

- Gas or Turbocharged Diesel Engine
- Front or All Wheel Drive
- Limited-slip differential

**EXHIBITS:**

**The 2026 Vehicle Specification sheets, attached and incorporated herein as Exhibit "A" – "V", must be completed and returned with your bid response.**

1) Exhibit "A" ~ DC_Pass Util Medium 4x4 5+ Pass – Base
2) Exhibit "B" ~ DC_Pass Van 15 Passenger – Base
3) Exhibit "C" ~ DC_PU BEV 1500 4x4 – Base
4) Exhibit "D" ~ DC_Pass Util Large 4x4 Patrol – Base
5) Exhibit "E" ~ DC_Pass Van 12 Passenger – Base
6) Exhibit "F" ~ DC_PU 2500 4x4 – Base
7) Exhibit "G" ~ DC_Pass Util Large 4x4 8+ Pass – Base
8) Exhibit "H" ~ DC_Pass Util Small 4x4 - Base
9) Exhibit "I" ~ DC_Police 1500 4X4 - Base
10) Exhibit "J" ~ DC_Pass Util Large 4x4 5+ Pass - Base
11) Exhibit "K" ~ DC_Pass Util Medium 4x4 Patrol - Base
12) Exhibit "L" ~ DC_PU 3500 4x4 - Base
13) Exhibit "M" ~ DC_Pass Util Ex Small 4x4 Util - Base
14) Exhibit "N" ~ DC_Cargo Van Maxi 1 Ton - Base
15) Exhibit "O" ~ DC_Pass Van 8 Passenger - Base
16) Exhibit "P" ~ DC_Cargo Van 1500 - Base
17) Exhibit "Q" ~ DC_Cab-Chassis 1.5 Ton DRW - Base
18) Exhibit "R" ~ DC_Pass Util Electric 4x4 - Base
19) Exhibit "S" ~ DC_PU 1500 4X4 - Base
20) Exhibit "T" ~ DC_Cab-Chassis 1 Ton DRW - Base
21) Exhibit "U" ~ DC_Cab-Chassis 2 Ton DRW – Base
22) Exhibit "V" ~ DC_Cargo Van 2500 - Base

December 8, 2025

Daniels Long Chevrolet
Attn: Mitch Maltry
670 Automotive Drive
Colorado Springs, CO 80905

Dear Mr. Maltry,

Douglas County Facilities, Fleet, and Emergency Support Services (FFESS) is pleased to inform you that we have selected Daniels Long Chevrolet's bid response to IFB #027-25, dated November 7, 2025, as one of our preferred vendors for the Douglas County Fleet Vehicles.

We are excited to partner with Daniels Long Chevrolet. As specific vehicles are identified, we will process purchase orders as needed for your review and approval.

We look forward to a successful collaboration with you and your team.

Sincerely,

Luanne Lee
Business Services & Operations Manager

Cc: Tim Hallmark, FFESS Director
Brian Franklin, Assistant Director, Fleet Services
Dean Grafft, Fleet Services Manager
Carolyn Riggs, Purchasing Supervisor

**DOUGLAS COUNTY INVITATION FOR BID (IFB) #027-25**

**DOUGLAS COUNTY FLEET VEHICLES**

| | | |
|---|---|---|
| **BIDDER - DEALER** | **DANIELS LONG CHEVROLET** | |
| **DEALER ADDRESS** | **670 AUTOMOTIVE DRIVE COLORADO SPRINGS, CO. 80905** | |
| **DEALER CONTACT** | **MITCH MALTRY** | |
| **CONTACT PHONE NUMBER** | **(719) 228-3520** | |
| **CONTACT EMAIL ADRRESS** | **mmaltry@phillong.com** | |
| | | |
| **CLASS / MODEL** | | |
| **Passenger Utility - Electric 4x4** | | |
| Chevy Equinox EV | $ | 32,983.00 |
| Chevy Blazer EV | $ | 39,875.00 |
| **Passenger Utility Small 4x4** | | |
| Chevy Equinox | $ | 30,024.00 |
| **Passenger Utility Medium, 4x4 5+Pass** | | |
| Chevy Blazer | $ | 35,806.00 |
| Chevrolet Traverse | $ | 40,805.00 |
| **Passenger Utility Large, 4x4 5+ Pass** | | |
| Chevy Tahoe SSV | $ | 55,108.00 |
| Chevy Tahoe | $ | 61,228.00 |
| **Passenger Utility Large, 4x4 8+Pass** | | |
| Chevy Suburban | $ | 63,563.00 |
| **Passenger utility Large 4x4 Patrol** | | |
| Chevy Tahoe PPV | $ | 56,095.00 |
| **Pickup small 4x4** | | |
| Chevrolet Colorado | $ | 36,250.00 |
| **Pickup 1500 Electric 4x4** | | |
| Chevy Silverado 1500- EV | $ | 59,895.00 |
| **1/2 Ton 4x4 PU** | | |
| Chevy Silverado 1500 Crew - SSV | $ | 44,866.00 |
| Chevy Silverado 1500 | $ | 38,620.00 |
| **1/2 Ton 4x4 PU - Patrol** | | |
| Chevy Silverado 1500 Crew - PPV | $ | 47,946.00 |
| **3/4 Ton 4x4 PU** | | |
| Chevy Silverado 2500 - Gas | $ | 47,167.00 |
| Chevy Silverado 2500 - Diesel | $ | 55,826.00 |
| **1 Ton 4x4 PU** | | |
| Chevy Silverado 3500 - Gas | $ | 47,996.00 |
| Chevy Silverado 3500 - Diesel | $ | 57,836.00 |
| **Cab/Chassis - 1 Ton 4x4 (DRW )** | | |
| Chevy Silverado 3500 - Gas | $ | 46,581.00 |
| Chevy Silverado 3500 - Diesel | $ | 56,846.00 |
| **Cab/Chassis - 1.5 Ton 4x4 (DRW)** | | |
| Chevrolet Silverado 4500 | $ | 58,067.00 |
| **Cab/Chassis - 2 Ton 4x4 (DRW)** | | |
| Chevy Silverado 5500 | $ | 59,167.00 |
| **Passenger Van - 8 Passenger** | | |
| Chevrolet Express 2500 - 8 Pass | $ | 46,351.00 |
| **Passenger Van - 12 Passenger** | | |
| Chevy Express 3500 - 12 Pass | $ | 44,409.00 |
| **Passenger Van - 15 Passenger** | | |
| Chevy Express 3500 - 15 pass | $ | 46,003.00 |
| **Cargo Van - 3/4 Ton** | | |
| Chevy Express 2500 Cargo | $ | 40,725.00 |
| **Cargo Van Maxi - 1 Ton** | | |
| Chevy Express 3500 Cargo | $ | 43,896.00 |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to Phil Long Ford in the Amount of $255,152.85 Under Douglas County IFB #027-25.

**SUMMARY:** The Fleet Services Division of the Facilities, Fleet & Emergency Support Services Department is requesting approval for a purchase order from the Open Space Fund to Phil Long Ford for the replacement of two vehicles and acquisition of one ADD asset as approved in the 2026 Adopted Budget.

Open Space Fund 250 (53500.474300)
- •Units 90042, 07040, and ADD asset $255,152.85

Documents attached:• Phil Long Ford Quote $255,152.85
- •Douglas County IFB #027-25 Posted Bid
- •Douglas County IFB #027-25 - Phil Long Ford Award

**RECOMMENDED ACTION:** Approval of a Purchase Order to Phil Long Ford in the amount of $255,152.85 under Douglas County IFB #027-25.

**REVIEW:**

| | | |
|---|---|---|
| Tim Hallmark | Approve | 2/18/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
DouglasCO_F350CrewCabwUpfit
IFB #027-25 Posted Bid
Phil Long Ford Award Letter_120825

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

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**ATTACHMENTS:**

DouglasCO_F350CrewCabwUpfit
IFB #027-25 Posted Bid
Phil Long Ford Award Letter_120825

Colorado Drives PHIL LONG SOUTHWEST AUTOPARK Since 1945 PhilLongDenver.com

| | |
|---|---|
| Quote | C25GW3B |
| Date | February 5, 2026 |

**To: Douglas County**
**Attn: Brian Franklin**
Fleet Manager

| QUANTITY | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| **1** | 2026 F350 4x4 Crew Cab Pickup 160" WB XL<br>6.7L PS V8 Diesel Oxford White with build attached<br>Please see build for details requested | **73,065.00** | **$69,500.00** |
| **1** | VSI Upfit as requested, Please see details attached.<br>Discount per vehicle $3565 | | **$14,398.00** |
| **2** | 2026 F350 Vehicles as decribed above plus upfits | | **$167,796.00** |
| 3 | Seat Covers ($399 Front; $299 Back) | | **$2,094.00** |
| 3 | Keys with programming | | **$689.85** |
| 3 | All Weather Mat Sets 1st & 2nd Row | | $675.00 |
| | | | **255,152.85** |

***Additional Information:*** For payment inquiries, please contact

Becky Christensen, bchristensen@phillong.com, 303.933.5765 or

***Cole Green, chgreen@phillong.com 303.904.5403***

**$255,152.85**

***Remit Payment to:***

***Phil Long Ford of Denver***

***7887 W. Tufts Ave, Littleton, CO 80123***

chgreen@phillong.com

***THANK YOU FOR YOUR BUSINESS!***

# DOUGLAS COUNTY GOVERNMENT

**Finance Department ~ Purchasing Division**
**100 Third Street, Suite 130**
**Castle Rock, Colorado 80104**
**Telephone: 303-660-7434**
**www.douglas.co.us**

**INVITATION FOR BID (IFB)**
**NO. 027-25**
**DOUGLAS COUNTY FLEET VEHICLES**

**YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN**
**NOVEMBER 7, 2025 @ 3:00PM**

## BIDDER'S CERTIFICATION

**We offer to provide to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:**

**BIDDER:** _____

**ADDRESS:** _____

**CITY:** _____ **STATE:** _____ **ZIP:** _____

**TELEPHONE NUMBER:** _____ **FAX NUMBER:** _____

**EMAIL:** _____

**BY:** _____
**(Printed or Typed Name)**

_____
**(Signature)**

**TAXPAYER I.D. NUMBER:** _____

**Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.**

Bids shall be received **ELECTRONICALLY ONLY** through the Rocky Mountain E-Purchasing/BidNet System website at (www.bidnetdirect.com/colorado/douglas-county-government). All bid responses should consist of one (1) PDF document, without password protection. It is the sole responsibility of the bidder to ensure that their bid response is received on time. Bids will not be considered which are received after the time stated.

Douglas County distributes solicitation documents through the Rocky Mountain E-Purchasing/BidNet System only. Copies of solicitations obtained from other sources are not considered official copies and the County cannot attest to their accuracy. All BidNet System questions must be addressed with BidNet Vendor Support at 800-835-4603.

Douglas County Government reserves the right to reject any or all bids, to waive formalities, informalities, or irregularities contained in the said bid and furthermore, to award an agreement/contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, the County reserves the right to negotiate optional items and/or services with the successful bidder.

**OVERVIEW:**

Through this Invitation for Bid (IFB), the Department of Facilities, Fleet, and Emergency Support Services of Douglas County Government, hereinafter referred to as the County, respectfully requests bids from responsible and highly-qualified automotive dealerships capable of fulfilling the anticipated vehicle volume needs of Douglas County, as specified.

The initial agreement/contract, issued as a result of this IFB, will be for a period of one (1) year, beginning approximately January 1, 2026, to and including December 31, 2026. All pricing shall be firm and fixed for the initial agreement/contract period. The County shall have the option to renew the award for four (4) additional periods of one (1) year each, with the same terms and conditions. This agreement/contract and any extension to the original period of a subject agreement/contract shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's unanimous satisfaction with the products and services received during the preceding agreement/contract period.

**BID CONDITIONS AND PROVISIONS:**

All bids must be submitted on the forms provided and in accordance with all terms, conditions, specifications, and stipulations contained herein. Bidders shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this IFB, which shall become part of the final agreement/contract.

All bids must be signed by a duly-authorized official of the company. The completed and signed bidder certification page (together with all required attachments) must be uploaded to the Rocky Mountain E-Purchasing/BidNet System before the due date and time shown on page one (1).

All participating bidders, by their signature on the certification page, shall agree to comply with all terms, conditions, specifications, and stipulations of this IFB as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this IFB shall constitute cause for rejection by the County. Exceptions or deviations to this IFB must not be added to the IFB pages and must be on company letterhead and accompany the bid response.

All bidders are required to complete all of the information requested in this IFB. Failure to do so may result in the disqualification of your bid response. When omitting a bid on an item, please insert the words "NO BID".

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension price, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

Bid pricing shall be fixed and subject to acceptance or rejection within ninety (90) days of the bid due date.

The County will not be responsible for any goods delivered and/or services performed without its purchase order, signed by an authorized representative of the County's Purchasing Division.

The successful bidder will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the laws of the State of Colorado for the duration of any agreement/contract issued as a result of this IFB. Additionally, the County must be notified of any changes occurring in this coverage and the successful bidder must demonstrate to the County that such changes do not, in any way, affect the minimum liability insurance required for this bid.

All information submitted in response to this IFB may be subject to disclosure under the Colorado Open Records Act. Bidders are discouraged from providing information that they consider confidential and/or privileged as part of their response to this IFB. If any portion of your response is identified as proprietary and/or confidential, a redacted copy must be uploaded to the Rocky Mountain E-Purchasing/BidNet System with your original/complete response.

The successful bidder may be required, as a provision of this IFB, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The successful bidder shall be in complete compliance with all terms, conditions, specifications, and stipulations of this IFB as outlined herein. The County shall have the right to inspect the facilities and equipment of the successful bidder to ensure such compliance.

No bid shall be accepted from, and no agreement/contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or agreement/contract term or condition as may be provided for or required in any County agreement/contract, or that may be deemed irresponsible or unreliable by the County. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this IFB.

All bidders agree to abide by all of the laws, regulations, and administrative rulings of the United States, the State of Colorado, and the County of Douglas, securing all necessary licenses/permits in connection with this IFB.

All materials furnished or services performed under the terms of this agreement/contract issued as a result of this IFB shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970 (Public Law 91-596), as well as with other applicable federal, state, and local codes.

In the event that this IFB requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any bonds, insurance, Workers' Compensation, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All bidders must take into consideration that only the County's documents will be used in the finalization of any contract issued as a result of this IFB. Bidders are responsible for reviewing such documents prior to submitting their bid response.

All bidders must submit written disclosure of any known potential conflicts of interest that may result during the purchase of goods and/or the performance of the services listed herein.

**BADGE ACCESS TO COUNTY FACILITIES:**

This agreement/contract may require access to multiple facilities within Douglas County, including law enforcement and judicial buildings that may contain Criminal Justice Information Services (CJIS) material. As such, Douglas County will perform prescreening background checks of successful bidders and associated personnel. In addition, successful bidders and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, successful bidders and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts. Depending on access requirements, the successful bidders and associated personnel may be required to sign an additional CJIS security addendum.

The successful bidder shall supply a complete list of associated personnel to Douglas County with at least two potential alternative workers who will be responsible for performing services under this agreement/contract. Only these individuals will be allowed on Douglas County premises to perform services once confirmed to have passed background checks and CJIS Training.

**ETHICAL STANDARDS:**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or an agreement/contract or subcontract, or to any solicitation or IFB, therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under an agreement/contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the bid response shall be disqualified and shall not be reinstated.

**ETHICSPOINT/NAVEX GLOBAL:**

Douglas County is committed to an environment where open, honest communication is the expectation, not the exception. Douglas County has implemented a phone and Internet-based reporting system called EthicsPoint/Navex Global. The reporting system allows employees to report issues or concerns that they may have in an anonymous and confidential manner. We consider it a critical component in providing a safe, secure, and ethical workplace.

An option within the system allows vendors to also report an issue. As a vendor, you are in a position to observe not only questionable or unethical behavior by our employees but also identify areas that you would like to make a suggestion for change. By calling 1-888-337-3094 or logging-in on the Internet to www.ethicspoint.com and entering Douglas County Government, you can file a report, offer a suggestion or voice a concern. Online instructions are available on how to use the system. The EthicsPoint/Navex Global system also offers a follow-up/response mechanism. You can be assured that this is a fast, easy, and confidential system.

**NON-COLLUSIVE BIDDING CERTIFICATION:**

By the submission of your bid response, the bidder certifies that:

1) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.

2) The contents of the bid have not been communicated by the bidder; nor, to the best of their knowledge and belief, by any of their employees or agents, to any person not an employee or agent of the bidder or the surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this bid.

3) No bidder shall submit more than one (1) bid for this purchase.

**NON-DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of the work under an agreement/contract issued as a result of this IFB, the successful bidder must agree 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. The successful bidder must further agree to insert the foregoing provision into all subcontracts.

**INDEMNIFICATION:**

The County cannot and by this agreement/contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the vendor/company/contractor or any other person or entity whatsoever, for any purpose whatsoever. The vendor/company/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 agreement/contract; provided, however, that the vendor/company/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.

**INDEPENDENT CONTRACTOR:**

The vendor/company/contractor is an Independent Contractor and is free to perform services for other clients. Notwithstanding any provision of this agreement/contract, all personnel assigned by the vendor/company/contractor to perform work under this agreement/contract shall be, and remain at all times, employees of the vendor/company/contractor for all purposes. The County shall have no responsibility for any federal and state taxes and contributions for Social Security, unemployment insurance, income withholding tax, and other taxes measured by wages paid to employees of the vendor/company/contractor and/or its designated agents. The vendor/company/contractor acknowledges that it and its employees are not entitled to Workers' Compensation benefits or Unemployment Insurance benefits from the County, unless the vendor/company/contractor or a third party provides such coverage, and that the County does not pay for or otherwise provide such coverage. The vendor/company/contractor shall provide and keep in force Workers' Compensation (and provide proof of such insurance when requested by the County) and Unemployment Compensation insurance in the amounts required by law, and shall be solely responsible for its own actions, its employees and agents.

**ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:**

The successful bidder may not assign or otherwise transfer any of its rights or obligations under any purchase order or agreement/contract made and entered into pursuant to the County IFB without the prior written approval of the County Purchasing Division.

**CANCELLATION:**

The County reserves the right to cancel the whole or any part of an agreement/contract issued as a result of this IFB due to the failure of the successful bidder to carry out any term, promise or condition of the agreement/contract. The County will issue a written notice of default to the successful bidder for failing to act in compliance with the terms and conditions of such an agreement/contract.

**EXAMINATION OF RECORDS:**

The successful bidder agrees that the County shall, until the expiration of three (3) years after the final payment under an agreement/contract issued as a result of this IFB, have access to and the right to examine any directly pertinent books, documents, papers, and records of the bidder involving transactions of such agreement/contract.

**PRICE, PAYMENT, AND DELIVERY:**

1) All prices shall be firm and fixed for the specified time frame.

2) All payment terms shall be "Net 30"; consideration will be given to any discounts offered for payments made earlier than "Net 30", please explain.

3) In an effort to improve efficiency, Douglas County encourages the use of purchasing cards to make payments. Under this method, payments are made after the verification of the receipt of the goods and services and following the receipt of a proper invoice. Please confirm if this would be an acceptable payment option.

4) All deliveries will be "F.O.B. ~ Destination – Douglas County Fleet Services, 3030 North Industrial Way, Castle Rock, Colorado 80109"

**TAXES:**

All pricing shall reflect all applicable tax exemptions for Douglas County:

1) Federal Registration Number: 84-6000761

2) State Registration Number: 98-04428

**COOPERATIVE PURCHASING:**

Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Vendors may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The vendor must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

**REFERENCE LISTING:**

Bidders shall furnish a list of three (3) current government/fleet references to include name, title, address, telephone number, and email address for which they are currently furnishing/selling vehicles on a same or similar agreement/contract. The inability to contact references may be cause for the rejection of your bid response.

**QUESTIONS/INQUIRIES/ADDENDUMS:**

All questions related to this IFB must be submitted **ELECTRONICALLY ONLY** through the Rocky Mountain E-Purchasing/BidNet System website at (www.bidnetdirect.com/colorado/douglas-county-government). Please enter only one (1) question per line.

Questions will be received until 5:00pm on Monday, October 20, 2025. Responses to all questions will be posted on the Rocky Mountain E-Purchasing/BidNet System no-later-than Friday, October 24, 2025.

If it becomes necessary to revise any part of this IFB or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the potential bidder to ensure that they have received all addendums prior to submitting their IFB response.

# INVITATION FOR BID (IFB) #027-25
# DOUGLAS COUNTY FLEET VEHICLES

# SCOPE OF SERVICES & SPECIFICATIONS

**SCOPE OF SERVICES:**

Douglas County (the County) is seeking responses from qualified automotive dealerships capable of fulfilling the anticipated vehicle volume needs of Douglas County. The respondents may elect to submit a bid on one or more vehicle body types. No decals or insignia identifying the dealer are to be affixed to any vehicles purchased utilizing this solicitation. The agreements/contracts that result from this Invitation for Bid (IFB) will primarily be used by Douglas County to purchase vehicles, although other agencies may piggyback off the award(s).

Douglas County currently maintains approximately 700 light-duty vehicles and has averaged around sixty (60) vehicle acquisitions per year in each of the past three years. The number of vehicles that Douglas County may purchase each year will vary.

**SPECIFICATIONS:**

At a minimum, the respondent shall include manufacturer-standard new vehicle equipment for the current model year vehicles unless otherwise specified. Respondents shall indicate the least expensive Trim Level package that meets all listed Standard Specifications for the given vehicle description/class. Respondents shall provide Original Equipment Manufacturer ("OEM") product designation codes, where applicable. Douglas County reserves the right to modify vehicle configurations (i.e., regular cab, crew cab, extended cab, etc.), trim levels, packages, and options, as needed for each vehicle order. Respondents are encouraged to identify, in a separate attachment, the options available for each model vehicle being bid.

Tires will be specified as All-Season/ Mud and Snow radials. When specified, All-Terrain tires with open side lugs and open side tread should be provided.

A color chart listing all available interior and exterior colors, with their correct factory names, will be provided with the available free colors noted.

All current model year vehicles ordered within the dealership and manufacturer's ordering guidelines will be delivered and invoiced no later than the last business day of the third quarter of the year that the order is placed, unless declared and agreed upon in the quote/estimate. In the event the automotive dealership is not able to deliver the ordered vehicle(s) within the model year ordered, the County may choose to order, out of dealer stock, a unit(s) as close to original specifications as possible. Vehicles ordered within the OEM ordering and build periods are expected to be delivered through the dealership within six (6) to nine (9) months of the vehicle order date/purchase order issue date. Vehicles not built and delivered by OEM on a timely basis, except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the dealership, will be documented as delivery and performance issues that may jeopardize future orders/awards with Douglas County. Vehicles ordered by the County after the final order date has been announced by the OEM do not apply to this stipulation. If the current model year becomes unavailable due to manufacturer build-out dates, the dealership will be expected to work with the County to secure a current year model that meets the specifications from an alternative source or provide the next model-year vehicle at the current model year's pricing.

**OPTIONS**:

Options shall be bid and provided as factory-installed under the terms of the full, factory-backed, bumper-to-bumper warranty. Dealer-installed options will not be permitted unless pre-approved in writing by the County.

If a dealership substitutes an OEM option with a non-OEM option, the County may return the vehicle for a correctly equipped vehicle. The County may require the dealership to reimburse the County for all expenses and fees related to the repair of a non-OEM option that fails within the standard warranty period. If, at any time, the County discovers the dealership is substituting an OEM option with a non-OEM option, the County reserves the right to cancel the award in the best interest of the County.

The price and OEM Code for each option listed on the Vehicle Specification Sheet shall be specified. If an option is no charge (N/C) or included in the standard vehicle base price (STD or INC) write the appropriate designation. If an option is not available, write "N/A". The price for options will not exceed the Manufacturer's Suggested Retail Price (MSRP).

**DELIVERY REQUIREMENTS:**

All vehicles shall be delivered complete with all manufacturers' standard new vehicle equipment and must comply with the Vehicle Specifications and requested optional items as listed in the quote/estimate. The County reserves the right to return any vehicle, after acceptance, that is found to be incomplete and/or in violation of the Vehicle Specifications for the body code and purchase order. The County shall have the discretion whether to accept the vehicle and be reimbursed for monies already paid or to choose to have the dealer bring the vehicle up to specifications.

Scheduling of a vehicle delivery appointment must be completed with a minimum of forty-eight (48) hours notice, prior to delivery with Douglas County Fleet Services. The dealership will be asked to provide the purchase order number and the number of vehicles to be delivered when calling to schedule an appointment. The dealership shall deliver all vehicles requested through the award of this IFB to Douglas County Fleet Services, which is located at 3030 North Industrial Way, Castle Rock, CO 80109. Official inspection and acceptance of the vehicles shall occur at this location. Vehicle deliveries are accepted between the hours of 8:00 AM and 12:00 PM and 1:00 PM and 5:00 PM, Monday through Friday, excluding County Holidays, which are as follows:

1) New Year's Day
2) Martin Luther King, Jr. Day
3) Presidents' Day
4) Memorial Day
5) Juneteenth
6) Independence Day
7) Labor Day
8) Veterans' Day
9) Thanksgiving Day
10) Friday after Thanksgiving
11) Christmas Eve Day
12) Christmas Day

**The following documentation/items must be included in the vehicle at the time of the scheduled delivery. No handwritten documents will be accepted.**

1) All titling documents are to be completed as:
   DOUGLAS COUNTY OF
   PO BOX 1390
   CASTLE ROCK, CO 80104
2) The dealerships invoice with a typed Vehicle Identification Number (VIN), the Douglas County Purchase Order number, and the Dealer Stock Number.
3) A copy of the Douglas County Purchase Order, signed by the Dealership Sales Representative, verifying Quality Control and dealer check.
4) The manufacturer's window sticker with price and option information (do not leave the sticker on the vehicle door glass).
5) The manufacturer's "Certificate of Origin".
6) The Application for Title and odometer statement.

7) Weight slip and VIN verification will be provided whenever a vehicle body has been modified (i.e., dump bodies, cube vans, box trucks, etc.)
8) A sixty (60) day permit attached to the license plate area on the rear of the vehicle.

All vehicles will be delivered washed, have license plate brackets and screws installed on the vehicle, serviced, and with a minimum of one-quarter (1/4) tank of fuel in the vehicle.

Douglas County Fleet Services will inspect the delivered vehicle's condition and options to expedite the delivery process. If any problems are discovered after delivery, the County will have four (4) weeks to inspect and reject the vehicle while it is still located at the Fleet Services location. If rejected, the dealership will retrieve the vehicle within three (3) business days of notification for correction/repairs and redeliver the vehicle as soon as the repairs are complete.

**VEHICLE VISIBILITY REPORTS:**

The County requires vehicle visibility reports to be provided monthly. Failure to provide these reports may result in the cancellation of said order/award. These reports must be submitted to Fleet Services and must contain the following information:
1) The solicitation number (IFB #027-25)
2) Douglas County Purchase Order Number
3) Vehicle Type
4) Status of the vehicle
5) Vehicle location
6) Anticipated delivery date

Additional mandatory factory options required by the ordering of any given option will be specified under the "Actual/Comments" section of the Vehicle Specification Sheet.

**LIMITED AGREEMENT/CONTRACT EXTENSION TO COMPLETE WORK:**

Any specific work assignment which commences prior to the termination date of this award, and which will extend beyond the termination date, shall, unless terminated by mutual agreement by both parties, continue until completion at the same prices, terms, and conditions as set forth herein.

**LOCAL DEALERSHIP SHALL BE REQUIRED:**

Due to the service level required in conjunction with this award, the awarded automotive dealerships shall maintain a primary location within the Metro Denver, Colorado, area. This location must be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to this potential award. Metro Denver consists of those communities within a 100-mile radius of Castle Rock, CO. These communities may include, but will not be limited to, the City and County of Denver, City of Ft. Collins and surrounding counties, City of Colorado Springs and surrounding counties, Arapahoe County, Jefferson County, Adams County, Boulder County, Douglas County, City and County of Broomfield, Clear Creek County, and Gilpin County, Colorado.

**CURRENT MODEL/VERSION:**

This IFB states a specific model or version and an estimated number of items or units to be purchased. It is understood and agreed that the County may purchase additional vehicles from the dealerships, including subsequent product releases or replacement vehicles/products; provided that these additional items represent the same manufacturer and essential functionality.

**VEHICLES/EQUIPMENT SHALL BE THE MOST RECENT MODEL AVAILABLE:**

Vehicles/Equipment offered by the dealership shall be the most recent model available. Any optional components that are required in accordance with the specifications shall be considered standard equipment for purposes of this award. An omission of any essential detail from these specifications does not relieve the dealership from furnishing a complete vehicle. The vehicle shall conform to all applicable OSHA, State of Colorado, and Federal safety requirements. All components, including but not limited to, assists, wiring, accessory mounting, parts, connectors, and adjustments, are to be in accordance with current SAE standards and recommended practices. The engineering, materials, and workmanship shall exhibit a high level of quality and appearance consistent with, or exceeding, industry standards.

**DEFICIENCIES, DEFECTS, AND/OR DAMAGES TO VEHICLES SHALL BE CORRECTED BY THE DEALERSHIP:**

The dealership shall promptly correct all deficiencies, defects, and/or damages to vehicles delivered to the County in accordance with this potential award. All corrections shall be made within fifteen (15) calendar days after such deficiencies, defects, and/or damages are verbally reported to the dealership by Fleet Services. The dealership shall be responsible for filing, processing, and collecting all damage claims against the shipper, when applicable.

**PRICE DECREASE DURING AGREEMENT:**

If prices decrease during the term of this award agreement, the dealership must notify the County of the lower prices so that all subsequent orders will reflect accurate pricing.

**PURCHASE ORDERS PLACED WITH THE DEALERSHIP:**

All orders placed with the dealership during the term of this award shall be issued by the County's Purchasing Division through a purchase order bearing a unique purchase order number. The dealership shall not fill any orders until a purchase order has been received from the County. A verbal purchase order number or letter of intent, may be issued to the dealership by Fleet Services under emergency circumstances in advance of a written purchase order.

**PURCHASE OF OTHER VEHICLES NOT LISTED ON THE SOLICITATION BASED ON PERCENTAGE DISCOUNTS:**

While the County has listed all major vehicles within this solicitation, which are utilized by the County and/or departments in conjunction with their operations, there may be ancillary vehicles that must be purchased by the County during the term of this Agreement. For this reason, respondents are requested to quote a percentage discount from the dealerships price list that will be offered to the County for vehicles that did not appear in this IFB. The County reserves the right to award these ancillary vehicles to the said dealership or another dealership based on the lowest actual price offered.

**PRODUCT RECALL:**

The awarded dealerships shall notify Douglas County Fleet Services of any manufacturer's recalls regarding vehicles ordered under this Agreement. The dealership shall contact the County by email within one (1) week of notification by the manufacturer. Failure to comply with this requirement may be cause for termination of the award.

**BACK ORDERS MUST BE FILLED WITHIN A REASONABLE TIME:**

If the dealership experiences a back order of vehicles from its manufacturer or distributor, the dealership must ensure that such back orders are filled within a reasonable period of time. In these cases, the dealership must notify the County of these backorders in advance of the delivery date so appropriate steps can be taken by the County. The dealership shall not invoice the County for back-ordered vehicles until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County shall be the sole judge of what constitutes a reasonable period of time and may, at its discretion, verbally cancel back orders and seek the vehicles from another dealership.

**DISCOUNTS OFFERED DURING THE TERM OF THE AGREEMENT/CONTRACT:**

During the term of this award, the dealership may offer the County discounts below the original prices quoted in their bid response. In addition, the dealerships are encouraged to offer additional discounts below the original prices quoted in their bid response for large single orders.

**DUPLICATE SHIPMENTS ARE NOT ALLOWED:**

The County will not accept duplicate vehicle shipments. If the dealership sends duplicate shipments to a County location, the dealership shall either retrieve the vehicles at no cost to the County or allow the County to retain the vehicles at no cost to the County.

**ADJUSTMENTS/SURCHARGES:**

The County will not accept adjustments or surcharges from the dealership unless a negotiated request for such adjustment/surcharge is agreed upon by both parties as to amount and a very specific timeframe. Such an adjustment/surcharge must be documented in writing. The County will not honor such adjustments/surcharges invoiced without the attachment, of such agreement, to the invoice.

**SHIPPING TERMS FOB DESTINATION:**

All deliveries are F.O.B. Destination – Douglas County Fleet Services, 3030 North Industrial Way, Castle Rock, Colorado 80109. The dealership will hold the title to the vehicle(s) until such time as they are delivered to, and accepted by, an authorized County representative.

**METHOD OF PAYMENT FOR VEHICLES DELIVERED**:

The County shall provide payment for the vehicles delivered. The dealership shall provide a fully documented invoice upon delivery of the vehicle to Douglas County Fleet Services. Payment terms are Net 30. The invoice shall identify critical, descriptive data, including, but not limited to, model numbers, serial numbers, VIN numbers, and purchase order numbers. It shall be understood that such invoices shall not be authorized for payment until such time as a County representative has inspected and approved the vehicles.

**LOGOS:**

The County logo is trademarked and property solely of the County. Bidders do not have permission to use our logo on any documentation or presentation materials, and to do so would be a violation of our trademark.

**STANDARD EQUIPMENT REQUIREMENTS/SPECIFICATIONS**:

Below are the General Vehicle Specifications to be included, but not limited to, on all Douglas County vehicles. The 2026 Vehicle Specification sheets, attached and incorporated herein as Exhibit "A" – "V", must be completed and returned with your bid response.

**Standard Equipment Requirements (All Vehicles)**

- The primary color for Douglas County vehicles is white
- Power door locks
- Power windows
- Cruise control
- Automatic transmission
- Remote keyless entry
- 3x keys/fobs for non-law enforcement vehicles
- AM/FM radio with Bluetooth/Hands-Free cellular capabilities
- Spray in bedliners for pickups
- Backup camera/sensors
- Weather Tech or comparable floor liners (front and rear).
- Factory Warranties

**Optional Equipment**

- Additional/higher trim levels or packages, as needed
- Additional color options, as needed
- Front windows tinted to match rear window tint
- 5x keys/fobs for law enforcement vehicles
- All law enforcement units are to be fleet-keyed

**Additional upfitting options to be available through dealers, as needed**

- Toppers
- Amber lighting
- Law Enforcement lighting
- Snowplows
- Sanders
- Headache racks
- Tonneau covers
- Lift gates
- Cab/chassis - upfitting, including but not limited to dump, utility, box, service, crane, bucket, etc.
- Front bumper/grill guard combo with winch
- This list is not all-inclusive, and additional upfit requirements may be added at any time and per vehicle order.

**All SUVs (Small, Mid, and Full-Sized)**

- Four (4) doors
- Push button 4-wheel drive or all-wheel drive
- Limited-slip differential
- Towing package
- Transmission cooler

**Small Pickup Truck (Canyon, Colorado, Ranger)**

- Class 1 light truck
- 0 to 6,000 GVWR
- Gas engine
- Limited-slip differential
- Push button 4-wheel drive or all-wheel drive

**1/2 Ton Pickup Truck - 4x4 (F150 & 1500 Series Pickups)**

- Class 2A Light-Duty Truck
- 6,001 – 8,500 GVWR
- Gas or diesel engine
- Limited-slip differential
- Push button 4-wheel drive or all-wheel drive
- Heavy-duty towing package
- Transmission cooler

**3/4 Ton Pickup Truck - 4x4 (F250 & 2500 Series Pickups)**

- Class 2B Light-Duty Truck
- 8,501 - 10,000 GVWR
- Gas or Turbocharged Diesel Engine
- Limited-slip differential
- Heavy-duty towing package
- Transmission cooler
- Upfitter switches
- Snowplow prep package
- Factory Gooseneck prep

**1-Ton Pickup Truck - 4x4 (F350 & 3500 Series Pickups)**

- Class 3 Medium-Duty Truck
- 10,001 - 14,000 GVWR
- Gas or Turbocharged Diesel Engine
- Limited-slip differential
- Heavy-duty towing package w/ 2.5-inch receiver
- Transmission cooler
- Upfitter switches
- Snowplow prep package
- Factory Gooseneck prep

**1-Ton Cab & Chassis DRW - 4x4 (F350 & 3500 DRW Series Trucks)**

- Class 3 Medium-Duty Truck
- 10,001 - 14,000 GVW
- Gas or Turbocharged Diesel Engine
- Limited-slip differential
- Heavy-duty towing package
- Transmission cooler
- Upfitter switches
- Snowplow prep package
- 2.5-inch hitch receiver
- Factory Gooseneck prep

**1.5-Ton Cab & Chassis DRW - 4x4 (F450 & 4500 Series Trucks)**

- Class 4 Medium-Duty Truck
- 14,001 - 16,000 GVWR
- Gas or Turbocharged Diesel Engine
- Limited-slip differential
- Heavy-duty towing package
- Transmission cooler
- Upfitter switches
- Snowplow prep package

**2-Ton Cab & Chassis DRW - 4x4 (F550 & 5500 Series trucks)**

- Class 5 Medium-Duty Truck
- 16,001 -19,500 GVWR
- Gas or Turbocharged Diesel Engine

- Limited-slip differential
- Heavy-duty towing package
- Transmission cooler
- Upfitter switches
- Snowplow prep package

**All Cargo and Passenger Vans**

- Gas or Turbocharged Diesel Engine
- Front or All Wheel Drive
- Limited-slip differential

**EXHIBITS:**

**The 2026 Vehicle Specification sheets, attached and incorporated herein as Exhibit "A" – "V", must be completed and returned with your bid response.**

1) Exhibit "A" ~ DC_Pass Util Medium 4x4 5+ Pass – Base
2) Exhibit "B" ~ DC_Pass Van 15 Passenger – Base
3) Exhibit "C" ~ DC_PU BEV 1500 4x4 – Base
4) Exhibit "D" ~ DC_Pass Util Large 4x4 Patrol – Base
5) Exhibit "E" ~ DC_Pass Van 12 Passenger – Base
6) Exhibit "F" ~ DC_PU 2500 4x4 – Base
7) Exhibit "G" ~ DC_Pass Util Large 4x4 8+ Pass – Base
8) Exhibit "H" ~ DC_Pass Util Small 4x4 - Base
9) Exhibit "I" ~ DC_Police 1500 4X4 - Base
10) Exhibit "J" ~ DC_Pass Util Large 4x4 5+ Pass - Base
11) Exhibit "K" ~ DC_Pass Util Medium 4x4 Patrol - Base
12) Exhibit "L" ~ DC_PU 3500 4x4 - Base
13) Exhibit "M" ~ DC_Pass Util Ex Small 4x4 Util - Base
14) Exhibit "N" ~ DC_Cargo Van Maxi 1 Ton - Base
15) Exhibit "O" ~ DC_Pass Van 8 Passenger - Base
16) Exhibit "P" ~ DC_Cargo Van 1500 - Base
17) Exhibit "Q" ~ DC_Cab-Chassis 1.5 Ton DRW - Base
18) Exhibit "R" ~ DC_Pass Util Electric 4x4 - Base
19) Exhibit "S" ~ DC_PU 1500 4X4 - Base
20) Exhibit "T" ~ DC_Cab-Chassis 1 Ton DRW - Base
21) Exhibit "U" ~ DC_Cab-Chassis 2 Ton DRW – Base
22) Exhibit "V" ~ DC_Cargo Van 2500 - Base

December 8, 2025

Phil Long Ford
Attn: Cole Green
7887 West Tufts Ave.
Littleton, CO 80123

Dear Mr. Green,

Douglas County Facilities, Fleet, and Emergency Support Services (FFESS) is pleased to inform you that we have selected Phil Long Ford's bid response to IFB #027-25, dated November 7, 2025, as one of our preferred vendors for the Douglas County Fleet Vehicles.

We are excited to partner with Phil Long Ford. As specific vehicles are identified, we will process purchase orders as needed for your review and approval.

We look forward to a successful collaboration with you and your team.

Sincerely,

Luanne Lee
Business Services & Operations Manager

Cc: Tim Hallmark, FFESS Director
Brian Franklin, Assistant Director, Fleet Services
Dean Grafft, Fleet Services Manager
Carolyn Riggs, Purchasing Supervisor

**DOUGLAS COUNTY INVITATION FOR BID (IFB) #027-25**

**DOUGLAS COUNTY FLEET VEHICLES**

| | | |
|---|---|---|
| **BIDDER - DEALER** | **PHIL LONG FORD** | |
| **DEALER ADDRESS** | **7887 WEST TUFTS AVE. LITTLETONE, CO. 80123** | |
| **DEALER CONTACT** | **COLE GREEN** | |
| **CONTACT PHONE NUMBER** | **(303) 904-5403** | |
| **CONTACT EMAIL ADRRESS** | **chgreen@phillong.com** | |
| | | |
| **CLASS / MODEL** | | |
| **Passenger Utility - Electric 4x4** | | |
| Ford Mustang Mach-E | $ | 39,108.00 |
| **Passenger Utility - Extra Small 4x4** | | |
| Ford Bronco | $ | 39,888.00 |
| **Passenger Utility Small 4x4** | | |
| Ford Bronco Sport | $ | 30,782.00 |
| **Passenger Utility Medium, 4x4 5+Pass** | | |
| Ford Explorer | $ | 37,427.00 |
| **Passenger Utility Medium, 4x4 Patrol** | | |
| Ford Explorer PIU | $ | 45,513.50 |
| **Passenger Utility Large, 4x4 5+ Pass** | | |
| Ford Expedition | $ | 51,666.00 |
| **Passenger Utility Large, 4x4 8+Pass** | | |
| Ford Expedition Max | $ | 59,144.00 |
| **Passenger utility Large 4x4 Patrol** | | |
| Ford Expedition - Patrol | $ | 51,666.00 |
| **Pickup small 4x4** | | |
| Ford Ranger | $ | 33,400.00 |
| **Pickup 1500 Electric 4x4** | | |
| Ford F150 Lightning - EV | $ | 48,878.00 |
| **1/2 Ton 4x4 PU** | | |
| Ford F150 PU | $ | 40,257.00 |
| **1/2 Ton 4x4 PU - Patrol** | | |
| Ford F150 SSV | $ | 48,342.00 |
| **3/4 Ton 4x4 PU** | | |
| Ford Super Duty PU F-250 - Gas | $ | 47,130.00 |
| **1 Ton 4x4 PU** | | |
| Ford Super Duty PU F-350 - Gas | $ | 48,430.00 |
| **Cab/Chassis - 1 Ton 4x4 (DRW )** | | |
| Ford Super Duty F-350 - Gas | $ | 53,564.00 |
| **Cab/Chassis - 1.5 Ton 4x4 (DRW)** | | |
| Ford Super Duty F-450 - Gas | $ | 55,606.00 |
| **Cab/Chassis - 2 Ton 4x4 (DRW)** | | |
| Ford Super Duty F-550 | $ | 57,480.00 |
| **Passenger Van - 8 Passenger** | | |
| Ford Transit 350 - 8 Pass | $ | 57,636.00 |
| **Passenger Van - 12 Passenger** | | |
| Ford Transit 350 - 12 Pass | $ | 56,700.00 |
| **Passenger Van - 15 Passenger** | | |
| Ford Transit 350 - 15 Pass | $ | 57,989.00 |
| **Cargo Van - 1/2 Ton** | | |
| Ford Transit 150 Cargo | $ | 47,085.00 |
| **Cargo Van - 3/4 Ton** | | |
| Ford Transit 250 Cargo | $ | 48,035.00 |
| **Cargo Van Maxi - 1 Ton** | | |
| Ford Transit 350 Cargo | $ | 47,000.00 |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to Power Equipment Company in the Amount of $178,255.00 Utilizing Sourcewell Contract #060122-BAI.

**SUMMARY:** The Fleet Services Division of Facilities, Fleet, and Emergency Support Services requests approval for a purchase order from the 2026 adopted budget to Power Equipment Company for the purchase of a Bomag BW211 D-5PL roller to replace Road & Bridge unit 07012.

This acquisition will be funded from Road & Bridge 31000.474300.

Attachments

- Power Equipment Company $178,255.00
- Sourcewell-Caterpillar Contract #060122-BAI

**RECOMMENDED ACTION:** Approval of Purchase Order to Power Equipment Company for $178,255.00 utilizing Sourcewell Contract #060122-BAI.

**REVIEW:**

| | | |
|---|---|---|
| Tim Hallmark | Approve | 2/18/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
BW211D-5PL DOUGLAS COUNTY HWY.-2026-1-29 (1)
BOMAG Contract 060122

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Brian Franklin, Assistant Director, Fleet Services

**DESCRIPTION:** Purchase Order to Power Equipment Company in the Amount of $178,255.00 Utilizing Sourcewell Contract #060122-BAI.

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| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

BW211D-5PL DOUGLAS COUNTY HWY.-2026-1-29 (1)
BOMAG Contract 060122

POWER EQUIPMENT COMPANY

www.power-equip.com

1/29/2026

Proposal # **33393**

**PROPOSAL**

TO: **DOUGLAS COUNTY HWY.**
**3030 NORTH INDUSTRIAL WAY**
**CASTLE ROCK, CO 80104**

ATTENTION: **Doug Boettcher**
**303/502-4984**
**dboettcher@douglas.co.us**

**Quantity of One, New**
**BOMAG BW 211 D-5PL**
**Standard Equipment**
**Self locking differential**
**Rear axle with twin spring accumulator brakes**
**Hydrostatic travel and vibration drive**
**Hydrostatic articulated steering**
**Articulated joint lock**
**Battery disconnect switch**
**Single lever control for travel and vibration**
**Warning, information and operation displays with LCD**
**Emergency STOP**
**Back-up alarm**
**2 Scraper**
**Operator seat**
**Warning horn**
**Optional Equipment (Included in Price)**
**ROPS/FOPS cabin with seat belts, heat and A/C**
**Outside Mirrors on Cab**
**Rotary beacon**
**Operator Comfort Package**
**Radio**
**Economizer**
**Telematics**
**Rear View Camera System**

POWER EQUIPMENT COMPANY

**Andy Remmo**
Municipal Sales Manager

Denver Branch
500 E 62nd Avenue
Denver, CO 80216

Office: (303) 288-6801
Cell: (303) 961-8957
Fax: (866) 852-3382
aremmo@power-equip.com

**Pricing Summary**

| | |
|---|---|
| Sourcewell Contract 060122-BA Price | $178,255 |
| | |
| | |
| | |
| | |
| | |
| **Total Price** | $178,255 |

**All prices subject to applicable taxes and freight. This Quote is valid for thirty (30) days; subject to prior sale. FOB: Power Equipment Yard**

**All prices are subject to surcharges applied by the OEM manufacturers and will be applied to the final invoice. Material surcharges are subject to change the price at any time from the date of the order to the time of delivery.**

**EXCLUSION OF WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS: Customer is skilled and experienced in use and operation of machinery of the type described in the quotation and will make his selection and decision to order on the basis of his own judgment. SELLER DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY NOR ANY OTHER WARRANTY EXCEPT THOSE SPECIFICALLY STATED. THIS STATEMENT BECOMES A PART OF ANY PURCHASE.**

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Sourcewell

**Solicitation Number: RFP #060122**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and BOMAG Americas, Inc., 125 Blue Granite Parkway, Ridgeway, SC 29130 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Paving Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

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## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

**19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

**20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

**21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers, and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

| Sourcewell | BOMAG Americas, Inc. |
|---|---|
| By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | By: DocuSigned by: Cole Renken FF3ED9F3EEC7480... |
| Jeremy Schwartz | Cole Renken |
| Title: Chief Procurement Officer | Title: VP Sales & Marketing |
| Date: 7/29/2022 \| 12:59 PM CDT | Date: 10/17/2022 \| 5:35 AM PDT |

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...

Chad Coauette

Title: Executive Director/CEO

Date: 10/17/2022 | 7:37 AM CDT

# RFP 060122 - Roadway Paving Equipment

### Vendor Details

| | |
|---|---|
| Company Name: | BOMAG |
| Address: | 125 Blue Granite Pkw<br>Ridgeway, SC 29130 |
| Contact: | Christoph Thiesbrummel |
| Email: | christoph.thiesbrummel@bomag.com |
| Phone: | 803-338-1270 |
| HST#: | |

### Submission Details

| | |
|---|---|
| Created On: | Monday May 09, 2022 14:58:34 |
| Submitted On: | Tuesday May 31, 2022 07:22:44 |
| Submitted By: | Christoph Thiesbrummel |
| Email: | christoph.thiesbrummel@bomag.com |
| Transaction #: | d1ff7301-0d7e-412d-ad62-15abd0738572 |
| Submitter's IP Address: | 97.107.102.155 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | BOMAG Americas, Inc.<br>125 Blue Granite Parkway<br>Ridgeway, SC 29130<br>803-337-0700<br>EIN#34-160223 | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | BOMAG Americas | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | BOMAG Americas, Inc. or BOMAG | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | 80924 (BOMAG Americas)<br>L0BQ4 (BOMAG Canada) | * |
| 5 | Proposer Physical Address: | North American Headquarters<br>125 Blue Granite Parkway<br>Ridgeway, SC 29130 | * |
| 6 | Proposer website address (or addresses): | https://www.bomag.com/us-en/ | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Cole Renken<br>VP Sales & Marketing<br>Cole.Renken@bomag.com<br>(828)551-5860 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Cole Renken<br>VP Sales & Marketing<br>Cole.Renken@bomag.com<br>(828)551-5860 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Christoph Thiesbrummel<br>Manager Market Development<br>Christoph.thiesbrummel@bomag.com<br>(803)338-1270 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | BOMAG recently celebrated its 60th anniversary as a company. Back in 1957, BOMAG was the first to introduce hand guided and ride on compaction rollers to the German market. Today, BOMAG has become a global market player and industry leader with representation in 150 countries and a global dealer network of more than 400 independent dealers and distributors. We take great pride in the fact that we are a family-owned company with focused business on roadbuilding equipment – covering the entire roadbuilding lifecycle!<br><br>BOMAG is considered an expert in our construction segment/field and not generalists like several of our full line competitors. Being a family owned company, we firmly believe in our Mission Statement and Core Values that guide our daily business.<br><br>Mission Statement: To be the global leader in road construction solutions, recognized for the best application knowledge, technology and service.<br><br>Corporate Values:<br>1) Autonomy - Respecting the companies identity, developing a team spirit and trusting<br>2) Commitment - Keeping our promises, managing project pragmatically with customer focus<br>3) Audacity - Entrepreneur spirit and taking calculated business risks | * |
| 11 | What are your company's expectations in the event of an award? | With cooperative purchasing contracts, we expect to streamline the municipal sales/purchasing process and strengthen our business relationships with the municipal entities wanting to save time and money in their bid process. Additionally, we expect to continue to grow our municipal sales volumes annually due through the cooperative purchasing process that allows BOMAG representatives to sell the features and benefits of BOMAG equipment at a competitive price. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | BOMAG Americas is a wholly owned subsidiary of BOMAG GMBH of Boppard, Germany, which is owned by a privately held family (FAYAT Group). BOMAG Americas, Inc. is a $230M+ business annually. BOMAG GMBH generates approximately $850M Euro (=900-950M USD) per year revenue and the FAYAT Group worldwide generates over $4.5B Euro (=4.7-4.9B USD) in revenue globally.<br><br>BOMAG Americas, Inc. has approximately 135 employees in the United States which are part of over 2,500 employees of BOMAG GMBH. The FAYAT Group has over 18,000 employees globally operating in over 50 countries. The FAYAT Group is debt free and has over $1B in cash on its balance sheet to fund future growth and investment opportunities. | * |
| 13 | What is your US market share for the solutions that you are proposing? | For the United States market, BOMAG products are sold through 46 independent contracted dealers. Market share today in the United States does vary by the different product lines, but remains in the 15-25% range in 2021. | * |
| 14 | What is your Canadian market share for the solutions that you are proposing? | For the Canadian market, BOMAG products are sold through SMS Equipment. SMS Equipment covers all of Canada for BOMAG. Market share today in Canada does vary by the different product lines, but remains in the 15-35% range in 2021. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | Manufacturer. The BOMAG Americas field sales team consists of regional BOMAG employees that support the independent contracted dealerships across the United States and Canada. The BOMAG field team consists of the Territory Sales Manager, Rental Sales Managers and the Area Service Solution Managers that are all employees of BOMAG Americas, not a third party. | * |

| | | | |
|---|---|---|---|
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | BOMAG Americas, Inc. is licensed to do business by the state of South Carolina in Fairfield County. Bomag Americas, Inc. operates as a manufacturer/importer in the United States of America and holds a federal EIN # certification. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | None | * |

### Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | BOMAG Americas compaction, milling and paving products were named in the 2021 industry's Top 100 products for development by Construction Equipment Magazine for Innovation and Technology solutions. BOMAG won various design and innovation awards such as the iF Design Award (2020) for BOMAG's fully automated tandem roller ROBOMAG or the PLANTWORX Innovation Award (2019) recognizing BOMAP, a simplified compaction measurement app, as an innovative solution for intelligent compaction.<br>BOMAG Americas is a sustaining member of the National Asphalt Pavement Association (NAPA), Association of Equipment Manufacturers (AEM) and the American Reclamation and Rehabilitation Association (ARRA) and a member in many State Asphalt Associations. BOMAG Americas is an associate member of the America Equipment Distributors (AED) Association and actively involved in these associations. | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | For the past 3 years, roughly 10-15% of our annual sales are to government or education entities. We do not track government and education separately today. | * |
| 21 | What percentage of your sales are to the education sector in the past three years | For the past 3 years, roughly 10-15% of our annual sales are to government or education entities. We do not track government and education separately today. | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Today, BOMAG Americas does not hold any other state, provincial or cooperative contracts directly. These government contracts are held by our independent contracted dealers. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Today, BOMAG Americas does not have a federal GSA contract or other Federal supply contracts. BOMAG would use a third party company for products sold through a Federal Contract due to the complexity of compliance in these supply contracts. | * |

### Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| City of Pompano Beach, FL | Forrest Hall<br>Fleet Manager | +1 954 786 4507 | * |
| Adams County, CO | Mike A. Gutierrez<br>Operations Manager | +1 303 853 7051 | * |
| City of Margate Purchasing, FL | Kimberly Smiley<br>CPP Purchasing Specialist | + 954 935 5346 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| Adams County | Government | Colorado - CO | Asphalt Rollers & Paving | Heavy Tandem Roller (1x)<br>Light Tandem Roller (1x)<br>Paver (2x) | 838,870 USD | * |
| City of Enid | Government | Oklahoma - OK | Soil compaction<br>Asphalt Roller<br>Landfill | Single Drum Roller (1x)<br>Landfill Compactor (1x)<br>Heavy Tandem Roller (1x) | 814,363 USD | * |
| Summit County Waste | Government | Colorado - CO | Landfill | Landfill compactor (1x) | 812,032 USD | * |
| County of Surry | Government | North Carolina - NC | Landfill | Landfill compactor (1x) | 721,769 USD | * |
| Delaware Cunty | Government | New York - NY | Landfill | Landfill compactor (1x) | 697,832 USD | * |

## Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 26 | Sales force. | BOMAG has 10 Territory Managers that handle sales covering the US and Canada. These 10 Territory Sales Managers are responsible for all sales through heavy equipment dealers and sales to municipal agencies. There are 5 Product Sales Specialists that support the Territory Managers and dealers in customer training and product delivery and start ups. Additionally, 3 Product Marketing Managers and 4 Inside Sales Support Specialists that order and sales support function to the entire sales field sales team. Last year, BOMAG also implemented a dedicated business unit for milling & paving to strengthen our focus on asphalt products. | * |
| 27 | Dealer network or other distribution methods. | BOMAG Americas has a dealer network in the US and Canada with 46 contracted heavy equipment dealers that have over 275 locations to support contractors and government agencies today. | * |
| 28 | Service force. | All Bomag customer service is provided by BOMAG employees as secondary support to the local contracted BOMAG heavy equipment dealer. The local BOMAG dealer will be responsible for all localized customer sales, service and support on a direct basis. The BOMAG employees are available both in person as well as through electronic and telephone correspondence in support of the dealer network. When customer service or support is required, the local government agency will first contact their local authorized BOMAG dealer for assistance. BOMAG personnel will be contacted or involved as requested help is needed from the local distributor. Our Service team is comprised of 9 Area Service Managers that are responsible for supporting the contracted heavy dealerships throughout the United States and Canada. Furthermore, our service call center is comprised of four service engineers with up to 40 years of industry experience. The spare parts team with six employees build the backbone of the service and solutions department. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | BOMG Americas team supports the dealers in all their quotes through the Sourcewell contract. The territory Managers review and approve all quotes before submission to the government agency. | * |
| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | BOMG Americas team supports the dealers in all their quotes through the Sourcewell contract. The territory Managers review and approve all quotes before submission to the government agency. Response times are with in 24-48hrs for standard machine quotes pending all the machine specifications are known. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | BOMAG will offer an awarded contract to qualifying member agencies in United States with superior service and support. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | BOMAG can offer an awarded contract to qualifying member agencies in Canada with the same sales structure, service and product support as the U.S. BOMAG has a strong dealer in Canada, covering the entire country with almost 40 sales and service locations. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | BOMAG Americas has dealers and coverage in all 50 states and all Canadian providences. No servicing restrictions. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | All Sourcewell participating agencies will be eligible and supported through our contract. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | There are no specific requirements or restrictions based on Hawaii, Alaska or the US Islands other than applicable shipping requirements. | * |

### Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | The BOMAG Americas sales team would continue to aggressively promote this contract through use of promotional marketing materials for the government channel, e-mail campaigns to our dealer network, attendance at regional governmental shows, and marketing on websites. The Sales Administration team is responsible for training of the field Territory Managers. The TMs are responsible for training their dealers within their territory and support local government shows with their dealers. These are normally completed 2x years with all their dealers. The BOMAG Marketing team support dealers in their local advertising needs and support materials for local government show and promotion of the Sourcewell contract. The dealer can use his COOP budget for Sourcewell marketing activities. As a manufacturer BOMAG offers a Sourcewell branded price list and will continue to develop and invest into the BOMAG & Sourcewell partnership (e.g. Sourcewell section on our new website). | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | BOMAG Americas has our social media platform on LinkedIn, Twitter, Instagram and Facebook. These social media platforms will be used to build awareness and promotion of the Sourcewell contract. BOMAG also has a Learning Management System (LMS) available to all internal and dealer personnel that provides "e-Learning" modules to efficiently train on the products and support services offered. BOMAG also rolled out a CRM system in 2021. Going forward, we will capture governmental contacts, track and provide leads to the Territory Managers and develop Sourcewell marketing campaigns. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | BOMAG plan to promote and integrate the awarded Sourcewell contract into the normal quarterly dealer meetings when sales activity is reviewed. The Territory Managers discuss sales activity monthly with their dealers, then during the quarterly meeting they highlight the activity and market opportunities in the product channels and market segments (govt, contractor, etc). These are key meetings to promote the Sourcewell contract with dealer principals and sales management as most dealers have dedicated government sales people. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | All equipment purchases are routed through our local contracted dealers. We do not offer an online equipment purchase process today. | * |

### Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|
| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | BOMAG Americas offer end customer training on all products in Ridgeway, SC. Normally this customer training is handled through our dealer network as part of the equipment purchase process. Furthermore, many dealers offer additional (advanced) training programs (e.g., paving school, operator and application training). The local dealer will determine the costs of the classes.<br>The dealer network is undergoing various sales, service and engine trainings on an annual base. The trainings are provided by our members of the sales, service, engineering, and product specialist team. It is mandatory for the dealers to attend trainings to ensure that they have the competency to offer trainings on a local level to end customers. | * |
| 41 | Describe any technological advances that your proposed products or services offer. | BOMAG is offering many solutions for intelligent compaction. The BOMAG Economizer package is one of our most popular and highly utilized technological features for compaction equipment. This package allows the operator to monitor the compaction process, identifying any weakness while he or she is working. This is a simple inexpensive package that adds great value for the end user. BOMAG telematics systems are installed on much of the BOMAG large specialty equipment and optional on all other ride on models. This web based package allows not only the customer but the dealer and BOMAG to monitor the use of the machine to support troubleshooting and proper notification. Last year BOMAG introduced BOMAP, an app with real-time access and documentation of the compaction process identifying any weak-spots within seconds. The entire fleet of compaction machines on a jobsite can be connected – both BOMAG and competitor models. | * |

| | | | |
|---|---|---|---|
| 42 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Technologies: (a) The BOMAG ECOMODE is an intelligent control system that operates the motor in an optimum range and reduces fuel consumption by up to 30%. (b) ECOSTOP shuts down the engines after a defined period in idle to prevent unnecessary fuel consumption and CO2 emissions. (c) In a similar vein, BOMAG intelligent compaction tools and system (BOMAP; Asphalt Manager) help to save fuel by reducing the number of unnecessary passes – optimizing the efficiency on every jobsite. (d) BOMAG Magma Life Screeds heat up within 20mins (vs. 60mins) and is considered as one of the most robust screeds on the market (>3000hrs) reducing waste and fuel consumption every time a BOMAG screed and paver is used. (e) The patented ion dust shield for our milling machines protect both the environment as well as the operator by filtering out small particles out of the dirty air around the milling drum. Overall, BOMAG puts a great emphasis on developing new technologies reducing fuel, waste and CO2 emissions ultimately helping both the customer and the environment at the same time.<br>Machines: BOMAG has test machines in all electric sectors and continues to invest in alternative drives to reduce dependence on fossil fuels. Last year, BOMAG announced a strategic partnership with Wacker Neuson to develop a common battery platform for tampers and plates pushing the electrification in our industry. BOMAG is also looking in other directions (e.g LPG) and intensively works together with customers to ensure that “green” solutions fit to the market. For example, a hybrid heavy tandem roller was introduced to the north American market two years ago.<br>Corporate initiatives: The factory in Germany (manufactures approx. 70% of the units for the North American market) continuously improves the carbon footprint. For example, the solar panels generate approx. 950.000 kWh of green energy. The factory is replacing all light bulbs to LED, already reducing the consumption by 45%. And the powder coating facility ensures a solvent-free operation. | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Technologies: (a) The BOMAG ECOMODE is an intelligent control system that operates the motor in an optimum range and reduces fuel consumption by up to 30%. (b) ECOSTOP shuts down the engines after a defined period in idle to prevent unnecessary fuel consumption and CO2 emissions. (c) In a similar vein, BOMAG intelligent compaction tools and system (BOMAP; Asphalt Manager) help to save fuel by reducing the number of unnecessary passes – optimizing the efficiency on every jobsite. (d) BOMAG Magma Life Screeds heat up within 20mins (vs. 60mins) and is considered as one of the most robust screeds on the market (>3000hrs) reducing waste and fuel consumption every time a BOMAG screed and paver is used. (e) The patented ion dust shield for our milling machines protect both the environment as well as the operator by filtering out small particles out of the dirty air around the milling drum. Overall, BOMAG puts a great emphasis on developing new technologies reducing fuel, waste and CO2 emissions ultimately helping both the customer and the environment at the same time.<br>Machines: BOMAG has test machines in all electric sectors and continues to invest in alternative drives to reduce dependence on fossil fuels. Last year, BOMAG announced a strategic partnership with Wacker Neuson to develop a common battery platform for tampers and plates pushing the electrification in our industry. BOMAG is also looking in other directions (e.g LPG) and intensively works together with customers to ensure that “green” solutions fit to the market. For example, a hybrid heavy tandem roller was introduced to the north American market two years ago.<br>Corporate initiatives: The factory in Germany (manufactures approx. 70% of the units for the North American market) continuously improves the carbon footprint. For example, the solar panels generate approx. 950.000 kWh of green energy. The factory is replacing all light bulbs to LED, already reducing the consumption by 45%. And the powder coating facility ensures a solvent-free operation. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Not applicable. | * |
| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | BOMAG manufactures and distributes world class equipment, and we offer features that truly assist customers perform their jobs efficiently and effectively as well as add bottom line saving to their business. BOMAG has one of the leading Research and Development facilities in the industry and continually is reinvesting in our entire product line. BOMAG offers extensive training, service, operational, preventative maintenance and whatever else the customer needs year round at our State of the Art training center at our corporate office in Ridgeway, SC. Our parts fill rates to our dealers is 95+% same day shipment from our warehouse. | * |

## Table 9A: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 46 | Do your warranties cover all products, parts, and labor? | Yes. BOMAG Factory Warranty.<br>Machine - 12mo/1000hrs<br>Engine - 24mo/2000hrs | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Yes. BOMAG Factory Warranty covers defects in material and/or workmanship. It does not cover misuse or abuse.<br>Machine - 12mo/1000hrs<br>Engine - 24mo/2000hrs | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes, an allowance for travel time and mileage is covered under the base warranty program. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | BOMAG Americas has dealer coverage throughout the United States and Canada. The contracted dealers will provide any/all required warranty repairs on machines sold through the Sourcewell contract. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | BOMAG Americas warranty coverage is for BOMAG products. The local dealer that sold Open Market options will provide the warranty support of those options per their warranty agreement with that manufacturer. | * |
| 51 | What are your proposed exchange and return programs and policies? | If customers are having an issue with a machine, BOMAG Americas will do what is required to keep the customer satisfied in a machine. No formal return policy for machines. | * |
| 52 | Describe any service contract options for the items included in your proposal. | BOMAG Americas offers our contracted dealers service contracts and extended warranty options for BOMAG machines. | * |

## Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe any performance standards or guarantees that apply to your services | BOMAG Americas offers industry standard factory warranty. | * |
| 54 | Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.) | BOMAG Americas measures dealer performance through a dealer standards programs that focuses on parts stocking levels and service training levels annually for all there locations. These standards apply to product sales training requirements and other investments required to support the BOMAG products. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 55 | Describe your payment terms and accepted payment methods. | BOMAG Americans standard payment terms are NET 30 days. These payment terms are made to our authorized heavy equipment dealers as they provide all local billing, sales and service. | * |
| 56 | Describe any leasing or financing options available for use by educational or governmental entities. | BOMAG Americas offers municipal lease program options through out third party finance partners. These programs are set up through the third party finance partners and offered on a request basis. The local BOMAG heavy equipment dealer arranges the financial lease packages to respective government agency as requested. Our finance partners today are Wells Fargo, Bank of the West, DLL and Komatsu Finance. | * |
| 57 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | The government agency places their equipment order with the authorized local BOMAG dealer. The BOMAG dealer will place the order with BOMAG Americas to satisfy the requirement. All government agency orders are placed through our dealer channel. The dealers will be directly involved in the entire process. A BOMAG dealer listing is included electronically with this proposal. BOMAG will notify Sourcewell annually on dealer territory changes or responsibility. | * |
| 58 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | All payment transactions are through the local dealer and subject to their discretion. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 59 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | The discount offered would be 28.5% Off List price for all products offered under this contract - this includes the base machine, factory installed options as well as field installation kits ordered with the machine. | * |
| 60 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Sourcewell contract pricing would a % off List Price or MSRP. For the product offered, there would be a 28.5% Off List Price offered. | * |
| 61 | Describe any quantity or volume discounts or rebate programs that you offer. | Traditionally, most sales are single machine purchases through the Sourcewell contract. BOMAG will offer the following volume discounts under the Sourcewell program:<br><br>a) Rollers (Single Drum, Light Tandem, Heavy Tandem, Pneumatic Tired Rollers):<br>3-5 units: +2%<br>>5 units: +3%<br><br>b) Milling & Paving<br>2-3 units: +2%<br>>3 units: +3%<br><br>c) Landfill compactors:<br>2 units: +2 %<br>> 2 units: +3%<br><br>d) Recycler/Stabilizer:<br>2 or more units: +2% | * |
| 62 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | For BOMAG Americas, the sourced products would be machines and/or options offered by BOMAG. If there are Options or Kits not offered by BOMAG, the local dealer would include these options as Open Market options. BOMAG personnel work with the local dealer on the pricing offered for Open Market items to manage the sell price to the local government agency. Dealers use a cost plus approach on local Open Market options. | * |
| 63 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | Additional costs not included in the machine pricing:<br>1) Factory freight<br>2) Local delivery freight from dealer to<br>3) Dealer pre-delivery inspection<br>4) Cost of open market options<br>The local dealer will communicate the costs (1) thru (4) to the Sourcewell customer. BOMAG is auditing that the costs are in line with BOMAG guidelines. | * |
| 64 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | BOMAG Americas charge dealers freight from the factory in Ridgeway, SC to their preferred location based upon a freight flat rate program per freight zone and product lines. The BOMAG flat rate program provides attractive/competitive rates to our dealers, approx. 95% of our US dealers use this program. | * |
| 65 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | For sales to Hawaii, Alaska or the US Islands, the local dealer handles freight from the US mainland to their locations. BOMAG freight rates apply to their preferred port of shipment out to their location. | * |
| 66 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | BOMAG Americas has a proven process in handling Sourcewell quotes through our dealer to government agencies. If questions arise, the Inside Sales Admin team addresses with the dealer or customer. | * |

### Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 67 | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | The Sourcewell pricing offered to municipal agencies is structured to the most favorable price on cooperative contracts held by BOMAG Americas. |

### Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 68 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | BOMAG Americas will have our Territory Manager and Sales Admin team review and verify all Sourcewell sales quotes prior to sending to the government agency to ensure compliance with the contract price structure and other guidelines outlined. The pricing and discount structures are preloaded - both - on the own Sourcewell price sheets to quote units as well as in our ERP system to eliminate pricing errors. For all sold Sourcewell units, the system is automatically adding a “Sourcewell” flag to ensure proper sales reporting and administrative fee calculation. BOMAG will provide the quarterly sales report withing 30-45 days following the request or compliance schedule. | * |
| 69 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | The Sales Administration Manager is responsible to report out quarterly on the sales tracking and quotes through the Sourcewell contract. This is then reviewed with the Territory Managers to show their progress tracking in YoY sales. If sales are down, discussions and actions are defined to increase sales quoting activity on the contract. The Government sales channel is important to BOMAG and tracked along with overall sales. | * |
| 70 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.) | BOMAG Americas will agree to offer a 2.0% administration fee for Sourcewell to manage and promote this contract. | * |

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 71 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | BOMAG Americas provide a complete portfolio of road building and compaction equipment that support the soil, asphalt and landfill segments.<br>Light Equipment: tampers, (reversible) plates and trench compactors<br>Light tandem rollers (1ton to 4.9 tons, 15 models)<br>Heavy tandem rolelrs (5tons to 16 tons, 30 models)<br>Pneumatic rolers (12tons to 30 tons, 2 models)<br>Milling: 20in to 98in drum width (15 models)<br>Paving: 8ft to 18ft highway class track/rubber tire tractors and screed (4 models)<br>Paving: 4ft & 6ft commercial class pavers (2 models)<br>Recycler/Stabilizer: 78in to 96in drum, up to 650hp (3 models)<br>Landfill compactors: 57,000lb to 125,000 lb (10 models)<br>Single drum rollers (3tons to 26 tons, 30 models) | * |
| 72 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | The products that BOMAG Americas offers for this RFP category would include but are listed under and not limited to: Landfill Compactors, Paving tractors, Paver Screeds, Cold Planers (milling) machines, Road Recycler and Soil Stabilizer, Single drum compaction rollers, Light Tandem rollers, Heavy Tandem rollers, Pneumatic tire rollers, Trench roller, Light hand held equipment. | * |

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments |
|---|---|---|---|
| 73 | Asphalt pavers, screeds, distributors, and loaders | (•) Yes<br>( ) No | Highway pavers:<br>CR 820T<br>CR 820W<br>CR 1030T<br>CR 1030W |
| 74 | Steel-wheeled and pneumatic tire rollers | (•) Yes<br>( ) No | Pneumatic tire roller:<br>BW 28<br>BW 11 |
| 75 | Wideners, tack distributors, cold planers, and compactors | (•) Yes<br>( ) No | Cold planers:<br>BMx00/15 (2 models)<br>BM1x00/30 (3 models)<br>BM 1x00/35 (3 models)<br>BM 2x00/60 (2 models)<br>BM 2x00/75 (3 models)<br>BM 2x00/65 (2 models) |
| 76 | Concrete mixers, and gunite or shotcrete delivery equipment | ( ) Yes<br>(•) No | No product offering |
| 77 | Other | ( ) Yes<br>(•) No | No product offering |

### Table 15: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 78.** **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Pricelist2022_USA_Sourcewell.xlsm - Thursday May 19, 2022 13:17:55
- Financial Strength and Stability - Sourcewell - BOMAG Americas.pdf - Thursday May 19, 2022 14:48:12
- Marketing Plan/Samples - LinkedIn_Marketing_Sourcewell.JPG - Thursday May 26, 2022 14:13:05
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - BOMAG_Warranty Coverage.pdf - Thursday May 19, 2022 13:16:37
- Standard Transaction Document Samples - Machine Quote template.pdf - Thursday May 19, 2022 13:16:24
- Upload Additional Document - BOMAG PRUS 101 337 2021_Line Card.pdf - Thursday May 19, 2022 13:17:19

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Cole Renken, VP Sales & Marketing, BOMAG Americas, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_4_Roadway_Paving_Eqpt_RFP_060122**<br>Tue May 24 2022 04:31 PM | ☑ | 1 |
| **Addendum_3_Roadway_Paving_Eqpt_RFP_060122**<br>Thu May 19 2022 09:01 AM | ☑ | 1 |
| **Addendum_2_Roadway_Paving_Eqpt_RFP_060122**<br>Fri April 29 2022 04:09 PM | ☑ | 1 |
| **Addendum_1_Roadway_Paving_Eqpt_RFP_060122**<br>Fri April 15 2022 03:54 PM | ☑ | 1 |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Troy Bahr, Facilities Manager, FFESS

**DESCRIPTION:** Purchase Order to Strong Contractors for Phase VI Roof Replacement Project at the Robert A. Christensen Justice Center in the Amount of $321,000.00, Award IFB #027-22.

**SUMMARY:** Douglas County Facilities, Fleet & Emergency Support Services (FFESS) received funding approval in the 2026 Adopted Budget to continue the phased replacement of the roofing system at the Robert A. Christensen Justice Center. This request is for Phase VI of the project to replace the existing 27-year-old roof by building sections.

In September 2022, an Invitation for Bid process was completed, and IFB #027-22 was awarded to Strong Contractors as one of the successful bidders.

A purchase order request in the amount of $321,000.00 has been submitted to Douglas County Purchasing for processing to complete Phase VI of the Roof Replacement Project.

**RECOMMENDED ACTION:** Approval of Purchase Order to Strong Contractors in the amount of $321,000.00 to complete Phase VI of the Robert A. Christensen Justice Center Roof Replacement Project in response to IFB #027-22.

**REVIEW:**

| | | |
|---|---|---|
| Tim Hallmark | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
Silicone Roof Coating Proposal - Justice Center - Phase VI
2026 DC Construction Contract_Strong Contractors_JC Roof_02.04.2026

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**ATTACHMENTS:**

Silicone Roof Coating Proposal - Justice Center - Phase VI
2026 DC Construction Contract_Strong Contractors_JC Roof_02.04.2026

# SILICONE ROOF COATING PROPOSAL
# PHASE VI

**January 22, 2026**

**Project Address:**
**4000 Justice Way**
**Castle Rock, CO 80109**

**Silicone Roof Coating System Over Ballasted EPDM** **$ 314,500**

**Inspection and Repairs**

- Inspect the roof for existing leaks, saturated areas, and existing application defects
- Remove and treat saturated areas as necessary
- Inspect and clean all scuppers and/or roof drains to create a watertight seal
- Repair EPDM as necessary to maintain manufacturer standards and create a watertight seal
- Install seam seal and mesh, per the manufacturer's specification
- Fasten and caulk any existing loose metals

**Substrate Preparation and Coating**

- Relocate approximately 15-20 SQ of existing rock ballast, as necessary
- Power wash roof with Everest AF Cleaner Concentrate to water test and ensure proper adhesion of silicone
- Mask the building, as necessary
- Install accessories, including liquid flashing and mesh on seams and penetration, per manufacturer specifications
- Topcoat with Everest Siloxy-EZ silicone (36 dry mils)
- Install coating 10” up the parapet wall
- Install a ballast protection mat over the newly coated areas
- Replace approximately 10-15 SQ of the removed rock ballast and begin the process again
- Remove and replace any damaged concrete pavers
- Clean debris created from installing the new roofing system
- Repair any damage to landscaping caused by construction efforts

OPTIONAL 20-Year Manufacturer NDL Warranty $ 6,500

- 20-year No-Dollar-Limit Everest Systems Labor Warranty

**TOTAL INCLUDING 20-Year NDL Warranty** **$ 321,000**

INCLUSIONS

- Approximately 33,249 SF (333 SQ) white silicone coating, including walls
- Strong Contractors Inc 2-year workmanship warranty
- 5% Bond Fee

EXCLUSIONS

- Permit fees
- Heavy equipment (not foreseen to be needed)

Thank you for considering our proposal and allowing Strong Contractors to bid on this project. We greatly appreciate the possibility of working together and are committed to delivering high-quality results that meet your needs and expectations.

Matteo Mazzullo Revel, COO

**ACCEPTANCE OF PROPOSAL**

The prices, specifications, and conditions stated above are satisfactory and are accepted. Strong Contractors is authorized to proceed with the work as specified. This complete document, including the terms and conditions below, is between Strong Contractors Inc and the property owner(s) or their representative(s), referred to as the "Owner", and is subject to the laws in effect in the State of Colorado.

**By:** _____ **Title:** _____ **Date:** _____

10233 S Parker Rd Ste 300, Parker CO 80134 | www.strongcontractors.com
720-404-1647 | matteo@strongcontractors.com

# TERMS AND CONDITIONS

ANY REPRESENTATION, STATEMENT, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT OR MADE IN WRITING PURSUANT THERETO ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND DO NOT SURVIVE THE EXECUTION OF THIS AGREEMENT.

1. **Payment Terms.** Proposals are valid for thirty (30) days. Payment terms require fifty percent (50%) due at material delivery. Material deposit must be received to schedule work. The remaining balance shall be due and payable upon completion of the specified work.

2. **Accounts.** Invoices past-due for thirty (30) days will accrue interest at one percent (1%) per month. The Owner acknowledges that it shall be responsible for any expenses incurred by Strong Contractors Inc. for collection of any past-due amounts, including, but not limited to, all attorney fees, costs, expert fees, etc. Strong Contractors Inc. may place a lien or encumbrance on the contract property if full payment is not received.

3. **Final Inspection.** If a final inspection is required, the Owner shall agree to pay the total balance due less 5% retainage until the final inspection and any subsequent punch list items are completed.

4. **Performance of Work**. Strong Contractors Inc. shall perform all specified work in compliance with all generally accepted industry standards and guidelines, adhering to local building codes and ordinances, where applicable.

5. **Failure to Perform.** The Owner acknowledges that Strong Contractors Inc. will not be responsible for any failure to perform its obligations due to labor controversies, strikes, acts of nature or inclement weather, material shortages, labor shortages, eminent domain actions, court, or any other government agency or authority declaration, or any other circumstance beyond the control of Strong Contractors Inc.

6. **Additional Work.** Unexpected or unforeseen work or damage uncovered during installation is not included in the scope of work. A Change Order will be issued for such work.

7. **Access.** The Owner warrants and guarantees that Strong Contractors Inc., its subcontractors, agents, or assigns shall have unrestricted and reasonable access to the contract property. The Owner shall notify any tenants, subtenants, leaseholders, or other third parties of Strong Contractors Inc.'s work at the contract property.

8. **Paid in Full.** Strong Contractors Inc. will not honor the Warranty or any inspection or repair requests on agreements not paid in full.

9. **Cancellation.** If the Owner cancels this contract 72 hours after signing but before work commences, the Owner agrees to pay Strong Contractors Inc as liquidated damages, twenty-five percent (25%) of the proposal.

10233 S Parker Rd Ste 300, Parker CO 80134 | www.strongcontractors.com
720-404-1647 | matteo@strongcontractors.com

**CONSTRUCTION CONTRACT**
**DOUGLAS COUNTY JUSTICE CENTER PHASE 6 ROOF REPLACEMENT**

**THIS CONSTRUCTION CONTRACT** made and entered into this _____, day, of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County") and **STRONG CONTRACTORS, INC.**, authorized to do business in Colorado (the "Contractor"). The County and the Contractor, hereinafter collectively referred to as the "Parties" and individually to as a "Party."

**RECITALS**

**WHEREAS**, the County advertised that sealed bids would be received for furnishing all planning, design, engineering, permitting, mobilization, materials, labor, and construction installation, bonding, and insurance needed for various roofing projects and repairs throughout Douglas County. The County would like to proceed with Phase 6 Roof Replacement at the Robert A. Christensen Justice Center, located at 4000 Justice Way, Castle Rock, CO 80109; and

**WHEREAS**, bids from said advertisement have been received by the County, and it has been recommended that a contract for said work be made and entered into with the above-named Contractor who was the lowest, responsive, responsible, qualified bidder therefore; and

**WHEREAS**, said Contractor is now willing and able to perform all of said work in accordance with the Contract Documents and its bid.

**NOW, THEREFORE**, for and in consideration of the compensation to be paid the Contractor, the mutual agreements hereinafter contained, and subject to the terms hereinafter stated, it is mutually agreed as follows:

**1. CONTRACT DOCUMENTS:** It is agreed by the Parties hereto that the following list of instruments, drawings and documents which are attached hereto and bound herewith or incorporated herein by reference constitute and shall be referred to either as the Contract Documents or the Contract, and all of said instruments, drawings and documents taken together as a whole constitute the Contract between the Parties hereto, and they are as fully a part of and incorporated into this Agreement as if they were set out verbatim and in full herein:

This Contract, Sections 1 through 24
Performance Bond
Payment Bond
Notices to Proceed
General Contract Conditions (Standard Specifications for Construction)
Invitation to Bid
Contractor Bid
Technical Specifications (if any)
Special Conditions (if any)
Addenda (if any)
Contract Drawings (if any)
Change Directives (if any)
Change Orders (if any)
Shop Drawings (if any)

**2. SCOPE OF WORK:** The Contractor agrees to and shall furnish all labor and tools, supplies, equipment, superintendence, materials and everything necessary for and required to do, perform and complete all of the work described, drawn, set forth, shown and included in said Contract Documents and Exhibit A.

**3. TERMS OF PERFORMANCE:** The Contractor agrees to begin the performance of the work required under this Contract within ten (10) days after being notified to commence work by the County's Authorized Representative pursuant to a Notice to Proceed and agrees to substantially complete said work in its entirety by **November 1, 2026**, exact number of days for completion to be determined upon Notice to Proceed. This period of performance is also referred to as the Contract Time. The Contractor is not authorized to commence work prior to its receipt of the Notice to Proceed.

**4. LIQUIDATED DAMAGES:** There will be no liquidated damages for this Contract.

**5. TERMS OF PAYMENT:** Subject to additions and deletions pursuant to Change Order and other provisions of the Contract Documents, including Exhibit B, the County agrees to pay the Contractor for the performance and completion of all of the work as required by the Contract Documents, and the Contractor agrees to accept as its full and only compensation therefore, subject to additions and deletions pursuant to Change Order and other provisions of the Contract Documents, the total lump sum amount of **THREE HUNDRED TWENTY-ONE THOUSAND DOLLARS AND ZERO CENTS ($321,000.00)** payable pursuant to the Contract Documents. Any work accomplished and put in place by the Contractor above and beyond the appropriated and allocated funds for each budget year will be done at the Contractor's risk.

**6. ANNUAL APPROPRIATIONS:** This appropriation is for the fiscal year ending December 31, 2026. The County is not under obligation to make any future apportionment or allocation to this Contract. Any work performed in excess of amounts appropriated shall be solely the risk of the Contractor. Notwithstanding any other term of this Contract, it is expressly understood and agreed that: (1) any County financial obligation, whether direct or contingent, for all or any part of the work under this Contract, shall extend only to monies duly and lawfully appropriated and budgeted by the County and encumbered for the purposes of this Contract; (2) County does not by this Contract irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) this Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of County; (4) the obligation of County for expenditure obligations, if any, arising during any subsequent fiscal year in which this Contract could be extended and be in effect shall only extend to utilization and payment of monies appropriated and budgeted and encumbered for the purpose of this Contract in the fiscal year in which obligations arise; and (5) no change order may be issued requiring compensation work which causes the aggregate amount payable under the Contract to exceed the amounts appropriated, budgeted and encumbered for the payment of this Contract in the fiscal year in which such obligations arise, unless the Contractor is given written assurance by the County that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in the Contract. Any work completed for this Contract shall be secured from harm until future moneys are appropriated so that additional work may commence. In the event a future appropriation is made by the County, County will inform contractor in writing of any amounts appropriated for work proposed herein.

**7. TAXES**: The Contractor shall apply to the State Revenue Department for an exemption certificate to exempt it from having to pay sales and use tax.

**8. PERMITS AND LICENSES:** Unless otherwise provided, the Contractor shall procure all permits and licenses pay all charges and fees including, but not limited to, all inspection charges of agencies having appropriate jurisdiction, give all notices necessary and incidental to the due and lawful construction of the Project. County may assist Contractor, when necessary, in obtaining such permits and licenses.

**9. BADGE ACCESS TO COUNTY FACILITIES:** If this Contract requires access to multiple facilities within Douglas County, including law enforcement and judicial buildings such as the Douglas County Justice Center, 4000 Justice Way, Castle Rock, CO 80109, that may contain Criminal Justice Information (CJI) material, additional provisions are necessary. If applicable, Douglas County will perform prescreening background checks of successful bidders and associated personnel. In addition, successful bidders and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, successful bidders and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts. Depending on access requirements, the successful bidders and associated personnel may be required to sign an additional CJIS security addendum.

**10. 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.

**11. CONTRACT BINDING:** It is agreed that this Contract shall be binding on and inure to the benefit of the Parties hereto, their heirs, executors, administrators, assigns and successors.

**12. SEVERABILITY:** If any part, portion or provision of this Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having authority thereover, only such part, portion or provision shall be affected thereby and all other parts, portions and provisions of this Contract shall remain in full force and effect.

**13. ASSIGNMENT:** The Contractor shall not assign the whole or any part of its duties, rights and interest in this Contract without first obtaining the written consent of the County.

**14. JOINT VENTURE:** If the Contractor is a Joint Venture, the partners to the Joint Venture shall be jointly and severally liable to the County for the performance of all duties and obligations of the Contractor which are set forth in the Contract.

**15. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**16. INDEPENDENT CONTRACTOR:** Contractor is an independent contractor. Notwithstanding any provision of this Contract, all personnel assigned by Contractor to perform work under this Contract shall be and remain at all times, employees of Contractor for all purposes. It is not intended nor shall it be construed that the Contractor, its employees or volunteers are agents, employees or officers of the County for any purpose whatsoever.

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

**18. INSURANCE:** The Contractor shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference.

**19. POLITICAL CONTRIBUTIONS PROHIBITED:** Pursuant to Section 15 of Article XXVIII of the Colorado Constitution, there is a presumption of impropriety between contributions to any campaign and sole source government contracts. Therefore, the Contractor agrees, that in the event Contractor is awarded sole source contracts by the State or any of its political subdivisions exceeding One Hundred Thousand Dollars ($100,000.00) cumulatively from any and all governmental entities within a calendar year, Contractor shall, for the duration of this Agreement and for two (2) years thereafter, cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions. Further, pursuant to Section 16 of Article XXVIII of the Colorado Constitution, in the event that the Contractor is awarded sole source contracts in excel of the amounts discussed herein, Contractor shall promptly prepare and deliver to the executive director of the Colorado Department of Personnel, a true and correct "Government Contract Summary," for this Agreement in a form acceptable to that office.

**20. COLORADO LABOR PREFERENCE:** The provisions of Sections 8-17-101 and 102, C.R.S., are applicable to this Contract. Colorado labor must be employed to perform the work to the extent of not less than eighty percent of each type or class of labor in the several classifications of skilled and common labor employed on the Project. "Colorado labor" means any person who is a resident of the State of Colorado, at the time of employment, without discrimination as to race, color, creed, sex, age, or religion except when sex or age is a bona fide occupational qualification.

**21. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this 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.

**22. ENTIRE AGREEMENT:** The Parties acknowledge and agree that the provisions contained herein constitute the entire agreement 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.

**23. 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.

**24. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such 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 action of government authorities.

(Remainder of Page Intentionally Blank)

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned **[Contractor]**, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and _____**[Bond Company name]**, a corporation organized under the laws of the State of _____**[Bond company state],** and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of _____**[Bid Amount Text] Dollars ($Bid Amount Numbers])** lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

**WHEREAS**, the above Contractor has on the ____ day of _____, 2026, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. _____, in accordance with the all Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW**, **THEREFORE**, the condition of this performance bond is such that if the Contractor:

1. Promptly and faithfully observes, abides by and performs each and every covenant, condition and part of said Contract, including, but not limited to, its warranty provisions, in the time and manner prescribed in the Contract, and

2. Pays the County all losses, damages (liquidated or actual, including, but not limited to, damages caused by delays in the performance of the Contract), expenses, costs and attorneys' fees, that the County sustains resulting from any breach or default by the Contractor under the Contract, then this bond is void; otherwise, it shall remain in full force and effect.

**IN ADDITION**, if said Contractor fails to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or any other supplies used or consumed by said Contractor or its subcontractors in its performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools, or equipment, all amounts due as the result of the use of such machinery, tools, or equipment in the prosecution of the work, the Surety shall pay the same in an amount not exceeding the amount of this obligation, together with interest as provided by law.

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

[END OF PAGE]

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this ____ day of _____, ____2026.

_____
CONTRACTOR

By:_____
President

_____
SURETY

By:_____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

# PAYMENT BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned _____**[Contractor]**, a corporation organized under the laws of the State of Colorado, hereinafter referred to as the "Contractor" and _____**[Bond Company name]**, a corporation organized under the laws of the State of _____**[Bond company state],** and authorized to transact business in the State of Colorado, hereinafter referred to as Surety, are held and firmly bound unto the COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, hereinafter referred to as the "COUNTY", in the penal sum of _____**[Bid Amount Text] Dollars ($_____ [Bid Amount Numbers])** lawful money of the United States of America, for the payment of which sum the Contractor and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

the above Contractor has on the ____ day of _____, 2026, entered into a written contract with the County for furnishing all labor, materials, equipment, tools, superintendence, and other facilities and accessories for the construction of Contract No. _____, in accordance with the all Contract Documents therefor which are incorporated herein by reference and made a part hereof, and are herein referred to as the Contract.

**NOW**, **THEREFORE**, the condition of this payment bond obligation is such that if the Contractor shall at all times promptly make payments of all amounts lawfully due to all persons supplying or furnishing it or its subcontractors with labor and materials, rental machinery, tools, or equipment, used or performed in the prosecution of work provided for in the above Contract and shall indemnify and save harmless the County to the extent of any and all payments in connection with the carrying out of such Contract which the County may be required to make under the law, then this obligation shall be null and void, otherwise, it shall remain in full force and effect;

**PROVIDED FURTHER**, that the said Surety, for value received, hereby stipulates and agrees that any and all changes in the Contract, or compliance or noncompliance with the formalities in the Contract for making such changes shall not affect the Surety's obligations under this bond and the Surety hereby waives notice of any such changes.

[END OF PAGE]

**IN WITNESS WHEREOF**, said Contractor and said Surety have executed these presents as of this ____ day of _____, 2026.

_____
CONTRACTOR

By:_____
President

_____
SURETY

By:_____
Attorney-in-Fact

(Accompany this bond with Attorney-in-Fact's authority from the Surety to execute bond, certified to include the date of the bond.)

**EXHIBIT A**

**SCOPE OF SERVICES**

# SILICONE ROOF COATING PROPOSAL
# PHASE 6

**Project Address:**
**4000 Justice Way**
**Castle Rock, CO 80109**

**Silicone Roof Coating System Over Ballasted EPDM,** Total: $ 314,500

**Inspection and Repairs**

- Inspect the roof for existing leaks, saturated areas, and existing application defects
- Remove and treat saturated areas as necessary
- Inspect and clean all scuppers and/or roof drains to create a watertight seal
- Repair EPDM as necessary to maintain manufacturer standards and create a watertight seal
- Install seam seal and mesh, per the manufacturer's specification
- Fasten and caulk any existing loose metals

**Substrate Preparation and Coating**

- Relocate approximately 15-20 SQ of existing rock ballast, as necessary
- Power wash roof with Everest AF Cleaner Concentrate to water test and ensure proper adhesion of silicone
- Mask the building, as necessary
- Install accessories, including liquid flashing and mesh on seams and penetration, per manufacturer specifications
- Topcoat with Everest Siloxy-EZ silicone (36 dry mils)
- Install coating 10” up the parapet wall
- Install a ballast protection mat over the newly coated areas
- Replace approximately 10-15 SQ of the removed rock ballast and begin the process again
- Remove and replace any damaged concrete pavers
- Clean debris created from installing the new roofing system
- Repair any damage to landscaping caused by construction efforts

OPTIONAL 20-Year Manufacturer NDL Warranty, Total: $ 6,500

- 20-year No-Dollar-Limit Everest Systems Labor Warranty

**TOTAL INCLUDING 20-Year NDL Warranty: $ 321,000**

INCLUSIONS

- Approximately 33,249 SF (333 SQ) white silicone coating, including walls
- Strong Contractors Inc 2-year workmanship warranty
- 5% Bond Fee

EXCLUSIONS

- Permit fees
- Heavy equipment (not foreseen to be needed)

**Payment Terms.** Proposals are valid for thirty (30) days. Payment terms require fifty percent (50%) due at material delivery. Material deposit must be received to schedule work. The remaining balance shall be due and payable upon completion of the specified work.

**Accounts.** Invoices past-due for thirty (30) days will accrue interest at one percent (1%) per month. The Owner acknowledges that it shall be responsible for any expenses incurred by Strong Contractors Inc. for collection of any past-due amounts, including, but not limited to, all attorney fees, costs, expert fees, etc. Strong Contractors Inc. may place a lien or encumbrance on the contract property if full payment is not received.

**Final Inspection.** If a final inspection is required, the Owner shall agree to pay the total balance due less 5% retainage until the final inspection and any subsequent punch list items are completed.

**Performance of Work**. Strong Contractors Inc. shall perform all specified work in compliance with all generally accepted industry standards and guidelines, adhering to local building codes and ordinances, where applicable.

**Failure to Perform.** The Owner acknowledges that Strong Contractors Inc. will not be responsible for any failure to perform its obligations due to labor controversies, strikes, acts of nature or inclement weather, material shortages, labor shortages, eminent domain actions, court, or any other government agency or authority declaration, or any other circumstance beyond the control of Strong Contractors Inc.

**Additional Work.** Unexpected or unforeseen work or damage uncovered during installation is not included in the scope of work. A Change Order will be issued for such work.

**Access.** The Owner warrants and guarantees that Strong Contractors Inc., its subcontractors, agents, or assigns shall have unrestricted and reasonable access to the contract property. The Owner shall notify any tenants, subtenants, leaseholders, or other third parties of Strong Contractors Inc.'s work at the contract property.

COMPLETED IN PHASE V
PHASE VI PROPOSAL
COMPLETED IN PHASE IV
COMPLETED IN PHASE I
COMPLETED IN PHASE V
COMPLETED IN PHASE II & III

## EXHIBIT B

## FEE SCHEDULE OR METHOD OF PAYMENT

A Purchase Order will be issued to the Contractor for this project, and the Purchase Order number must be included on all invoices/payment applications.

A fifty percent (50%) material deposit will be due at material delivery upon receipt of the invoice. The remaining balance will be paid upon completion of the specified work.

Payment terms are Net 30.

## EXHIBIT C

## INSURANCE REQUIREMENTS

1. The Contractor agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

| | |
|---|---|
| Workers' Compensation: | Statutory |
| Employers' Liability: | $1,000,000 |

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence with respect to each of Contractor's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Douglas County as a Certificate Holder and name Douglas County, its officers and employees as additional insureds. The required Workers' Compensation policy will be endorsed to include Douglas County as a Certificate Holder. Douglas County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be provided to Douglas County by the Contractor's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within 20 days of cancellation, termination, or material change will be sent to:

Megan Datwyler
Douglas County
Risk Management
100 Third Street
Castle Rock, Colorado 80104

4. 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.

5. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

6. The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Douglas County, its officers, or its employees.

**Approved by:**
Megan Datwyler,
Risk Manager

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Tim Hallmark, Director, Facilities, Fleet & Emergency Support Services

**DESCRIPTION:** Purchase Order #2025668 Change Order and Contract Amendment for Wember, Inc. in the Amount of $628,028.00.

**SUMMARY:** The County entered into a contract with Wember, Inc. on July 3, 2025, to provide Project Management and Owner's Representative services for Phase Ia and Phase Ib of the Zebulon Sports Complex with a total Contract amount of $71,690.00.

Wember, Inc.'s original proposal anticipated completion by October 2025 and covered procurement and schematic design of the project, as well as associated road improvements.

On November 18, 2025, the parties executed a first amendment for $65,854.00 to cover additional services.

This agenda item requests approval of a change order to extend and expand the scope of services to include the Program and Schematic Design Phase (March 2026-December 2026) and the Bidding, Permitting, Construction, and Closeout Phase (January 2027-November 2028). The total cost for these additional services for fiscal years 2026-2028 is $628,028.00.

**RECOMMENDED ACTION:** Approve PO #2025668 Change Order and Contract Amendment for Wember, Inc. for a total Contract amount of $628,028.00.

**REVIEW:**

| | | |
|---|---|---|
| Tim Hallmark | Approve | 2/18/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
2026 DC_2nd Amdt to PCS -Wember_02.05.2026
ZEB-2026.01.30-WEM-Add Service-02.packet_Signed

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Tim Hallmark, Director, Facilities, Fleet & Emergency Support Services

**DESCRIPTION:** Purchase Order #2025668 Change Order and Contract Amendment for Wember, Inc. in the Amount of $628,028.00.

**SUMMARY:** The County entered into a contract with Wember, Inc. on July 3, 2025, to provide Project Management and Owner's Representative services for Phase Ia and Phase Ib of the Zebulon Sports Complex with a total Contract amount of $71,690.00.

Wember, Inc.'s original proposal anticipated completion by October 2025 and covered procurement and schematic design of the project, as well as associated road improvements.

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This agenda item requests approval of a change order to extend and expand the scope of services to include the Program and Schematic Design Phase (March 2026-December 2026) and the Bidding, Permitting, Construction, and Closeout Phase (January 2027-November 2028). The total cost for these additional services for fiscal years 2026-2028 is $628,028.00.

**RECOMMENDED ACTION:** Approve PO #2025668 Change Order and Contract Amendment for Wember, Inc. for a total Contract amount of $628,028.00.

**REVIEW:**

| | | |
|---|---|---|
| Tim Hallmark | Approve | 2/18/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

**SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**

**THIS SECOND AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the "Amendment") is made and entered into as of this _____day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **WEMBER, INC.**, 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 Parties entered into a certain Public Contract for Services dated July 3, 2025, (the "Contract") for the Contractor to provide project management/Owners Representative for Phase Ia: off-site improvements, and Phase Ib: on-site work for Zebulon Sports Complex, with maximum contract expenditure of $71,690.00 and Term from June 24, 2025, through December 31, 2026; and

**WHEREAS**, the Parties entered into a First Amendment dated November 18, 2025, to increase the maximum contract expenditure by $65,854.00 for fiscal year 2025/2026, for a total amount of $137,544.00, and update the payment terms exhibit; and

**WHEREAS**, the Parties have agreed to amend the Contract a second time by increasing the Maximum Contract Expenditure by six hundred twenty-eight thousand twenty-eight dollars and zero cents ($628,028.00), extending the Term through November 30, 2028, and updating the scope of work and payment terms exhibits; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**WHEREAS**, the Parties have now determined that additional clarifications are needed; and

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

> **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 **SEVEN HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED SEVENTY-TWO DOLLARS AND ZERO CENTS ($765,572.00).** The funds appropriated for this Second Amendment are **SIX HUNDRED TWENTY-EIGHT THOUSAND TWENTY-EIGHT DOLLARS AND ZERO CENTS ($628,028.00)** for the fiscal years 2026-2028. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this 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.

2. Exhibit A is replaced with Exhibit A-1.

3. Exhibit B-1 is replaced with Exhibit B-2.

4. **OTHER TERMS AND CONDITIONS REMAIN:** In the event of any inconsistencies between the Contract, First Amendment, and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Contract otherwise is unmodified and remains in full force and effect. Each reference in the Contract to itself shall be deemed also to refer to this Second Amendment.

5. **CAPITALIZED TERMS:** All capitalized terms used but not defined herein shall have the same meanings as defined in the Contract.

(Remainder of Page Intentionally Blank)

## EXHIBIT A-1
## SCOPE OF SERVICES

**Program & Schematic Design Phase**

Add-Service 02 will continue services through the Program, Design, and construction phases. Wember will also support the process to secure funds through COPs and/or CRAs, or similar, during the Program & Design Phase. See Exhibit A-Scope of Work - Add Service 02, attached. Wember has calculated the timeline for these phases, as shown below, and has prepared a lump-sum fee to continue services through construction closeout in October 2028.

1. Program Phase: (March 2026 - April 2026)
2. Design Services: (May 2026 - Dec 2026)

**Bidding & Permitting and Construction & Closeout Phase**

This phase begins upon acceptance of the GMP and development of an agreement with the Design-Build Team to construct the Zebulon Regional Sports Complex. See Exhibit A-Scope of Work - Add Service 02, attached. Wember has calculated the timeline for this phase, as shown below, and has prepared a lump-sum fee to continue services through construction closeout in November 2028.

1. Bidding & Permitting: (Jan 2027-Feb 2027)
2. Construction Administration, Closeout & Warranty: (March 2027-Nov 2028)

### Add Service 02

This amendment describes the services included in the added scope for Add Services 02, as a result of completing the services defined in the original agreement, dated July 3, 2025, and Add Service 01, dated November 18, 2025.

SCHEDULE

Zebulon Regional Sports Complex

1. Program Phase: March 2026-April 2026
2. Schematic Design Phase: May 2026-December 2026
3. Bidding & Permitting Phase: January 2027-February 2027
4. Construction & Closeout Phase – March 2027 – November 2028

SCOPE OF SERVICES

Design and Planning (Through schematic design)

1. Scope as included in original agreement, dated July 3, 2025.
2. Support process to secure funding through COPs, CRAs, or similar.

Bidding and Permitting

1. Support process to secure funding through COPs, CRAs, or similar.
2. Confirm that the permit process is completed prior to the start of construction.
3. Coordinate and review any modifications to pricing with the Owner.
4. Review insurance and bonding requirements.
5. Review subcontractor bids and process and confirm that a competitive process has been followed in obtaining bids from subcontractors, assist in the review of bids and subcontractor selection, and take

a. necessary action such that subcontractors are properly insured.

6. Issue final approval of Guaranteed Maximum Price or hard bid award.
7. Work with the design team to assist in obtaining building permits, other governmental approvals, authorizations, and sign-offs as necessary for the design and construction of the Project.

Construction Administration

1. Serve as the primary Owner contact for the general contractor.
2. Review the contractor's safety plan for the construction site.
3. Work with the General Contractor on schedule and logistics plan.
    a. 7350 E. Progress PL STE 100 Greenwood Village, CO 80111
    b. 303-378-4130
    c. www.wemberinc.com/blog facebook.com/Wemberinc
    d. wemberinc.com
4. Advise the Owner on issues, including construction costs, schedule, coordination, and owner-occupancy.
5. Assist with planning for the placement of construction trailers, fences, signage, staging areas, and construction traffic zones.
6. Monitor construction costs.
7. Review and monitor preliminary and final construction schedules.
8. Attend weekly construction meetings.
9. Observe construction activities. Once a week anticipated. Document weekly site observations. Monitor design team reports and follow up and close out quality-related issues identified.
10. Monitor inspections and testing reports take place as required. Review reports taking necessary action such that deficiencies are addressed.
11. Monitor the construction phase activities of the design and engineering firm(s), including the following:
    i. Technical review and approval of materials submittals and samples
    ii. Resolution of technical questions that may arise during construction
    iii. Review and opinion on change orders subject to Owner approval
    iv. Monitor the progress of construction work. Track corrective measures by the general contractor to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor.
12. Resolve questions asked of the Owner that may arise during construction.
13. Maintain Owner's record copies and permanent project files of necessary design and construction-related communications.
14. Report to and advise Owner on issues of construction cost, schedule, and Owner-related items.

15. Review progress payment requests of the contractor and provide payment recommendations to the Owner.
16. Monitor the design team's construction-phase performance with respect to timeliness of documentation, type, and frequency of contractually agreed-to project reporting and other documentation relied upon by the Owner and Owner's Representative.

Close-Out and Post-Construction

1. Monitor the moving of new/old/stored furnishings and equipment into the completed facility.
2. Monitor the creation of the design team punch list monitor progress and completion of corrective work identified on the punch list.
3. Recommend to the Owner the approval of the issuance of the Certificate of Substantial Completion.
4. Provide recommendation to the Owner regarding the final acceptance of the Project and release of final payment to the contractor(s).
5. Monitor the turnover of stock supplies of materials as specified by the contract documents.
6. Monitor the preparation of operations, maintenance manuals, and as-built plans and specifications on behalf of the Owner.
7. Facilitate the
8. contractor's training of appropriate; Owner selected facilities staff members on subjects of operations and maintenance. Facilitate post-occupancy evaluation following approximately 11 months.

Warranty Period

1. Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate the value and additional cost.
2. Schedule the 11-month warranty walkthrough with the design team if the warranty is a minimum of 1 year.
3. Assist the Owner with building issues/complaints and determine the necessary steps to take to address these items. Address warranty items to confirm that the requirements of the warranty are met.
4. Provide status reports to the Owner summarizing progress, schedule, and cost status, major decisions, changes, and other key project information affected through the warranty period.

**EXHIBIT B-2**
**METHOD OF PAYMENT**

Additional Services for fiscal years 2026-2028: $628,028.00.

1. Design, Program & Schematic Design Phase - $165,835.00
2. CA, Bidding & Permitting and Construction & Closeout Phase - $462,193.00

WEMBER

7350 E. Progress PL STE 100 | www.wemberinc.com/blog
Greenwood Village, CO 80111 | facebook.com/Wemberinc
303-378-4130 | wemberinc.com

# Additional Services Request

**Project Name:** ZEB-Zebulon Sports Complex
**Wember Inc. Project Number:** 2025.31
**Issue Date:** January 30, 2026
**Purpose:** Add Service Request - 02

Mr. Tim Hallmark, FFESS Director
Douglas County
3026 North Industrial Way
Phone: 303 663-7275
Email: thallmar@douglas.co.us

Mr. Tim Hallmark,

Wember is sending you this ASR (Add-Services Request) for project management services regarding the Zebulon Sports Complex project. This add service request will amend the original contract dated July 3rd, 2025. The cause of the additional services is in relation to a change in scope of services related to management of the project. Wember's original proposal was to run through October 2025, with Add-Service 01 extending services through February 2026. Work during this time included facilitation of RFEI and RFQ/P processes to procure operating partners and a Developer to manage the Design-Build Process. With the completion of these tasks in February 2026, this ASR will provide for services to continue through project completion.

| The Contract is Changed as follows: | Professional Services | Reimbursable |
|---|---|---|
| The original Contract Sum was | $ 71,690.00 | $ - |
| The net change by previously authorized Add-Service Request | $ 65,854.00 | $ - |
| The Contract Sum prior to this Add-Service Request was | $ 137,544.00 | $ - |
| The Contract Sum will be INCREASED by this Add-Service Request in the amount of | $ 628,028.00 | $ - |
| **Total Add Service Request** | $ 628,028.00 | |
| **Total Updated Contract Amount** | $ 765,572.00 | |

| Scope/Task | Description | Fee |
|---|---|---|
| Design, Bidding | **Program & Schematic Design Phase**<br>Add-Service 02 will continue services through the Program, Design and Construction phases. Wember will also support the process to secure funds through COPs and/or CRAs, or similar, during the Program & Design Phase. See Exhibit A-Scope of Work - Add Service 02, attached. Wember has calculated the timeline for these phases as shown below and has prepared a lump sum fee to continue services through construction closeout in October 2028.<br>1. Program Phase: (March 2026-April 2026)<br>2. Design Services: (May 2026 - Dec 2026) | $ 165,835.00 |

| | | |
|---|---|---|
| CA | **Bidding & Permitting and Construction & Closeout Phase**<br>This phase begins upon acceptance of the GMP and development of agreement with Design-Build Team to construct the Zebulon Regional Sports Complex. See Exhibit A-Scope of Work - Add Service 02, attached. Wember has calculated the timeline for this phase as shown below and has prepared a lump sum fee to continue services through construction closeout in November 2028.<br>1. Bidding & Permitting: (Jan 2027-Feb 2027)<br>2. Construction Administration, Closeout & Warranty: (March 2027-Nov 2028) | $ 462,193.00 |

Douglas County
3026 North Industrial Way
Castle Rock, CO 80109

By: _____ _____
Contact Date

Wember, Inc.
7350 E. Progress PL STE 100
Greenwood Village, Colorado 80111

By: _____ 1/30/2026
Paul D. Wember, CEO Date

WEMBER

7350 E. Progress PL STE 100
Greenwood Village, CO 80111
303-378-4130

www.wemberinc.com/blog
facebook.com/Wemberinc
wemberinc.com

**Project Name:** **Zebulon Sports Complex**
**Wember Project #/Name** 2025.31-ZEB-Zebulon
**Issue Date** January 29, 2026
**Purpose**: Owner's Representative Add-Service 02

# Exhibit A
# SCOPE OF WORK – Add Service 02

This amendment describes the services included in the added scope for Add Services 02, as a result of the completing services defined in the original agreement, dated July 3, 2025, and Add Service 01, dated November 18, 2025.

## SCHEDULE

Zebulon Regional Sports Complex

1. *Program Phase: March 2026-April 2026*
2. *Schematic Design Phase: May 2026-December 2026*
3. *Bidding & Permitting Phase: January 2027-February 2027*
4. *Construction & Closeout Phase – March 2027 – November 2028*

## SCOPE OF SERVICES

### Design and Planning (Through schematic design)

1. Scope as included in original agreement, dated July 3, 2025.
2. Support process to secure funding through COPs, CRAs, or similar.

### Bidding and Permitting

1. Support process to secure funding through COPs, CRAs, or similar.
2. Confirm that the permit process is completed prior to the start of construction.
3. Coordinate and review any modifications to pricing with the Owner.
4. Review insurance and bonding requirements.
5. Review subcontractor bids and process and confirm that a competitive process has been followed in obtaining bids from subcontractors, assist in the review of bids and subcontractor selection, and take necessary action such that subcontractors are properly insured.
6. Issue final approval of Guaranteed Maximum Price or hard bid award.
7. Work with the design team to assist in obtaining building permits, other governmental approvals, authorizations, and sign-offs as necessary for the design and construction of the Project.

### Construction Administration

1. Serve as the primary Owner contact for the general contractor.
2. Review the contractor's safety plan for the construction site.
3. Work with the General Contractor on schedule and logistics plan.

4. Advise the Owner on issues, including construction costs, schedule, coordination, and owner-occupancy.
5. Assist with planning for the placement of construction trailers, fences, signage, staging areas, and construction traffic zones.
6. Monitor construction costs.
7. Review and monitor preliminary and final construction schedules.
8. Attend weekly construction meetings.
9. Observe construction activities. Once a week anticipated. Document weekly site observations. Monitor design team reports and follow up and close out quality-related issues identified.
10. Monitor inspections and testing reports take place as required. Review reports taking necessary action such that deficiencies are addressed.
11. Monitor the construction phase activities of the design and engineering firm(s), including the following:
    i. Technical review and approval of materials submittals and samples
    ii. Resolution of technical questions that may arise during construction
    iii. Review and opinion on change orders subject to Owner approval
    iv. Monitor the progress of construction work. Track corrective measures by the general contractor to mitigate and correct non-conforming workmanship per the Contract Documents as identified by the Architect or Contractor.
12. Resolve questions asked of the Owner that may arise during construction.
13. Maintain Owner's record copies and permanent project files of necessary design and construction-related communications.
14. Report to and advise Owner on issues of construction cost, schedule, and Owner-related items.
15. Review progress payment requests of the contractor and provide payment recommendations to the Owner.
16. Monitor the design team's construction-phase performance with respect to timeliness of documentation, type, and frequency of contractually agreed-to project reporting and other documentation relied upon by the Owner and Owner's Representative.

## Close-Out and Post-Construction

1. Monitor the moving of new/old/stored furnishings and equipment into the completed facility.
2. Monitor the creation of the design team punch list monitor progress and completion of corrective work identified on the punch list.
3. Recommend to the Owner the approval of the issuance of the Certificate of Substantial Completion.
4. Provide recommendation to the Owner regarding the final acceptance of the Project and release of final payment to the contractor(s).
5. Monitor the turnover of stock supplies of materials as specified by the contract documents.
6. Monitor the preparation of operations, maintenance manuals, and as-built plans and specifications on behalf of the Owner.

7. Facilitate contractor's training of appropriate; Owner selected facilities staff members on subjects of operations and maintenance. Facilitate post-occupancy evaluation following approximately 11 months.

## Warranty Period

1. Assist the Owner with determining the warranty period. If an extended warranty is considered, assist the Owner with understanding the cost and value associated with extended warranties to evaluate the value and additional cost.
2. Schedule the 11-month warranty walkthrough with the design team if the warranty is a minimum of 1 year.
3. Assist the Owner with building issues/complaints and determine the necessary steps to take to address these items. Address warranty items to confirm the requirements of the warranty are met.
4. Provide status reports to the Owner summarizing progress, schedule and cost status, major decisions, changes and other key project information affected through the warranty period.

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Mike Wise, Sr. Manager Application Services

**DESCRIPTION:** ESRI ELA 2026 Renewal in the Amount of $675,000.00.

**SUMMARY:** Seeking approval for the ESRI ELA Maintenance Agreement for 2026-2028. This is a 3-year term with the following pay schedule: Year 1: $675,000; Year 2: $700,000; Year 3: $725,000. The ESRI software suite is used by every department within the county and the public for viewing, editing, and managing GIS data, applications, and maps. The Year 1 payment of $675,000 is due on March 1, 2026. This is budgeted from the Maintenance Fund 18900

**RECOMMENDED ACTION:** Approval of the ESRI ELA 2026 Renewal in the Amount of $675,000.00.

**REVIEW:**

| | | |
|---|---|---|
| John Huber | Approve | 2/11/2026 |
| Jeff Garcia | Escalated | 2/17/2026 |
| Amy Williams | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |
| Suzi Woodruff - FYI | Notified - FYI | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
ESRI 2026-2028 675,000 Renewal Proposal

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Mike Wise, Sr. Manager Application Services

**DESCRIPTION:** ESRI ELA 2026 Renewal in the Amount of $675,000.00.

**SUMMARY:** Seeking approval for the ESRI ELA Maintenance Agreement for 2026-2028. This is a 3-year term with the following pay schedule: Year 1: $675,000; Year 2: $700,000; Year 3: $725,000. The ESRI software suite is used by every department within the county and the public for viewing, editing, and managing GIS data, applications, and maps. The Year 1 payment of $675,000 is due on March 1, 2026. This is budgeted from the Maintenance Fund 18900

**RECOMMENDED ACTION:** Approval of the ESRI ELA 2026 Renewal in the Amount of $675,000.00.

**REVIEW:**

| | | |
|---|---|---|
| John Huber | Approve | 2/11/2026 |
| Jeff Garcia | Escalated | 2/17/2026 |
| Amy Williams | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

ESRI 2026-2028 675,000 Renewal Proposal

February 4, 2026

Michael Dawson
Douglas County
100 Third Street
Castle Rock, CO 80104

Dear Michael:

As a follow-up to our discussions regarding the renewal of the Enterprise Agreement for Douglas County, I am providing proposed pricing and product rights below.

The Esri Enterprise Agreement (EA) will remain in effect for three (3) years and grant Douglas County access to the Esri products listed below.

Maintenance on all listed software, including maintenance on listed software deployed prior to the Agreement, is included for the term of the EA. This Agreement also includes Licenses that are Annual and will expire at the end of the Agreement.

The Agreement will be effective on 03/01/2026 and requires a three-year commitment.

As the County continues to expand the use of spatial technology, this agreement is structured to support organization-wide growth during the next three years. Benefits of an Esri Enterprise Agreement include:

- A lower cost per unit for licensed software.
- Reduced administrative and procurement expenses.
- Flexibility to deploy software products when and where needed.

Proposed payment terms for the EA, developed to reflect your organization's anticipated deployment schedule, are as follows:

| | Year 1 | Year 2 | Year 3 | Total |
|---|---|---|---|---|
| Annual EA Fee | $675,000 | $700,000 | $725,000 | **$2,100,000** |

Esri products and services to which the Douglas County will have deployment rights during the term of this agreement include:

**EA Products— Esri Flex (formerly Uncapped) ***

| Product - Perpetual | Total |
|---|---|
| ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard) | Esri Flex |
| ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst | Esri Flex |
| ArcGIS GIS Server: Advanced, Standard, Basic | Esri Flex |
| ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server | Esri Flex |
| ArcGIS Monitor | Esri Flex |
| ArcGIS Runtime Advanced | Esri Flex |
| ArcGIS Runtime Analysis Extension | Esri Flex |
| ArcGIS Desktop: Advanced, Standard, Basic (Single and Concurrent Use) | Esri Flex |
| ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single and Concurrent Use) | Esri Flex |

| Product - Subscription | Total |
|---|---|
| ArcGIS Enterprise Contributor (formerly Editor) User Type Annual Subscription | Esri Flex |
| ArcGIS Enterprise Mobile Worker User Type Annual Subscription | Esri Flex |
| ArcGIS Enterprise Creator User Type Annual Subscription | Esri Flex |
| ArcGIS Online Viewer User Type Annual Subscription | Esri Flex |
| ArcGIS Online Contributor (formerly Editor) User Type Annual Subscription | Esri Flex |
| ArcGIS Online Mobile Worker User Type Annual Subscription | Esri Flex |
| ArcGIS Online Creator User Type Annual Subscription | Esri Flex |
| ArcGIS Online Professional (formerly Standard) User Type Annual Subscription | Esri Flex |
| ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription | Esri Flex |

*Esri Flex (formerly Uncapped) provides the right to Deploy quantities as needed throughout the term of the Agreement.

The Enterprise Agreement also includes:

**EA Products—Capped Quantities**

| ArcGIS Desktop Perpetual Products | SU/CU | Rolled-In Qty. (if applicable) | Qty. to Be Deployed | Total |
|---|---|---|---|---|
| ArcGIS Roads and Highways (Location Referencing) for ArcGIS GIS Server Up to Four Cores Perpetual License | N/A | 0 | 1 | 1 |
| ArcGIS Workflow Manager Server Standard Up to Four Cores Perpetual License | N/A | 0 | 1 | 1 |
| ArcGIS Workflow Manager Server Standard Staging Up to Four Cores Perpetual License | N/A | 0 | 1 | 1 |
| ArcGIS Knowledge Server up to Four Cores Perpetual License | N/A | 0 | 1 | 1 |

| Annual Subscription Products | Term 1 | Term 2 | Term 3 |
|---|---|---|---|
| ArcGIS Developer Bundle Annual Subscription | 2 | 2 | 2 |
| ArcGIS Hub Premium Community Annual Subscription | 1 | 1 | 1 |
| Site Scan for ArcGIS Custom 1 Year License, up to 50,000 images | 1 | 1 | 1 |
| ArcGIS Indoors Maps for ArcGIS Enterprise Annual Subscription | 1 | 1 | 1 |
| ArcGIS Indoors Spaces for ArcGIS Enterprise Annual Subscription | 1 | 1 | 1 |
| ArcGIS Velocity Standard US Region Annual Subscription | 1 | 1 | 1 |
| ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription | 10 | 15 | 20 |
| ArcGIS Online Service Credits (based on user types listed under Esri Flex) | 127,500 | 139,750 | 152,750 |

The EA also includes the following additional components:

| Additional Benefits | Quantity |
|---|---|
| Esri International User Conference Registrations | 10 |
| Back-Up Media | 1 |
| Authorized Tier-Two Standard Support Callers | 4 |

**Advantage Program:** One annual subscription to the Advantage Program.

- This program includes the following components per year for three years:
    - Up to 100 Advisor hours
    - Annual one-day Planning Meeting
    - Technology Webcasts
    - 175 Learning and Services credits that can apply towards:
        - **Business and Technical Consulting:** Access to a range of industry, business, and technical domain consultants. Get advice and hands-on help from GIS experts, industry specialists, developers, and designers.
        - **Training:** Access to an extensive curriculum of instructor-led training courses as well as client-site training options. A complete list of Esri training facilities and course catalog are available at www.esri.com/training.
        - **Premium Support Services (PSS):** Access to prioritized incident management and all-hours technical support. PSS has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications.
        - **Esri Managed Cloud Services:** Access to a variety of hosting options for the ArcGIS platform that leverage a cloud environment designed to be reliable, cost-effective, and secure.
- Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for your organization to receive focused technical enablement support. These credits are not intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. You can find more information about the Advantage Program at www.esri.com/services/eeap.
- Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program.
- At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.

**Esri Premium Support Services (PSS):** One annual PSS subscription with a total of two authorized callers and unlimited premium support cases. PSS gives your organization the convenience of prioritized case management and personalized technical support for Esri customers. Premium Support Services complement and extend existing standard technical support options by providing focused industry-centric support. The PSS program has been designed to meet the needs of Esri customers who are developing, implementing, or supporting complex, mission-critical GIS applications. With the Premium Support Services program, your organization will benefit from the highest level of technical support that Esri offers.

- PSS key components include:
    - An assigned Technical Account Manager who acts as your organization's liaison within Esri Support Services and across Esri departments
    - 24/7/365 case response and work clock
    - Prioritized case management
    - One-hour response time for all reported PSS issues
    - Daily status updates for all PSS cases
    - Premium access to the My Esri Portal
    - Quarterly review of PSS cases and service
    - Other benefits exclusive to PSS customers
- You can find more information about PSS at https://support.esri.com/en-us/support-services/premium

This proposal is valid for 30 days.

Esri and Douglas County have a long and rich history working together. We appreciate the opportunity to present this proposal and look forward to continuing our relationship and supporting a geographic approach to County initiatives.

Best regards,

Andrew Larson
Account Manager
167 S. Taylor Ave.
Louisville, CO 80027 | USA
(m) 720.364.9699 | alarson@esri.com

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Mike Wise, Deputy Director of IT for Application Services

**DESCRIPTION:** Circular Edge JDE 2026-2027 CNC and Oracle DBA Support in the Amount of $129,780.

**SUMMARY:** Approval is requested for the continuation of CNC and Oracle DBA support for the County's JD Edwards (JDE) system, provided by Circular Edge. This continuation will ensure that all County departments and employees receive consistent, high-quality technical support for the system's infrastructure, configurations, and overall operational stability. The total request is for $129,780.00 budgeted from the Maintenance Fund: 18900.444500.

**RECOMMENDED ACTION:** Approval of the Circular Edge JDE 2026-2027 CNC and Oracle DBA Support in the Amount of $129,780.

**REVIEW:**

| | | |
|---|---|---|
| John Huber | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |
| Suzi Woodruff - FYI | Notified - FYI | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
Circular Edge SOSA 2026-11 129,780 JDE CNC and DBA Support

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| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Circular Edge SOSA 2026-11 129,780 JDE CNC and DBA Support

**EXHIBIT A**
**SCOPE OF SERVICES AGREEMENT 2026-11**
**Circular Edge, LLC**

**THIS SCOPE OF SERVICES AGREEMENT** ("SOSA") is made and entered into is made and entered into this _____ day of _____ 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **CIRCULAR EDGE**, authorized to do business in Colorado (the "Consultant"). The County and the Consultant are collectively referred to herein as the "Parties".

## RECITALS

**WHEREAS**, the Parties entered into an active Master Services Agreement dated November 21, 2022, (the "MSA") for the Consultant to perform services for the County governed and executed through Scope of Services Agreements (SOSA); and

WHEREAS, the County would like a JDE developer resource added to the support team; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in this SOSA.

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

1. **MASTER SERVICES AGREEMENT:** This SOSA is subject and subordinate to the terms and conditions specified in the MSA, executed between the Parties.

2. **CYBERSECURITY REQUIREMENTS:**
   a. The Contractor(s) shall complete the Douglas County Cyber Security Awareness training prior to the start of work and access to any Douglas County facility or information system. This training is issued up to four (4) times per year.
   b. The Contractor must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County CJI facility or information system. The Douglas County Justice Center, located at 4000 Justice Way in Castle Rock, CO 80109, is an example of a county CJI facility
   c. To complete the required fingerprinting, the Contractor and/or its associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI) at https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts. The Contractor shall be responsible for assigning all associated personnel to the account and complying with the section (b) fingerprint requirements under the CBI process.
   d. The Contractor agrees and acknowledges it shall adhere to the CJIS security policy.

3. **SCOPE OF WORK:** All services described in Exhibit 1, attached hereto and incorporated herein, shall be performed by the Consultant.

4. **MAXIMUM CONTRACT LIABILITY:** Any other provisions of this SOSA notwithstanding, in no event shall the County be liable for payment under this for any amount in excess of **ONE HUNDRED AND TWENTY-NINE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND ZERO CENTS ($129,780.00**). The County is not under obligation to make any future apportionment or allocation to this SOSA. Any potential expenditure for this SOSA 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 this SOSA shall commence as of 12:01 a.m. on **April 1, 2026,** and terminate at 11:59 p.m. on **March 31, 2027**. This SOSA 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. **COUNTY EXECUTION OF AGREEMENT**: This SOSA is expressly subject to and shall not be or become effective or binding on the County, until execution by all signatories of the County.

(Remainder of Page Intentionally Blank)

**EXHIBIT 1**

**Scope of Work**

# JDE E1 CNC & Oracle DBA

# Managed Services Support SOW#11

**Wednesday, February 4, 2026**

**Prepared by:**

**Cade Mulloy**
*Account Executive*
*Circular Edge, LLC* | www.CircularEdge.com
*Mobile: 308-760-4788* | mailto:Cade.Mulloy@CircularEdge.com

**Tonio Thomas**
*Director – Cloud & Technology Services*

*Circular Edge, LLC* | www.CircularEdge.com
*Mobile: 571-232-2895* | TonioT@CircularEdge.com

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# 1. Executive Summary

This **Statement of Work #11** (SOW11) has been developed by Circular Edge, LLC ("Circular Edge" or "CE") for **Douglas County** ("COUNTY") to receive **Smart Help E1 CNC & Oracle DBA Managed Services Support** for its Enterprise Applications environment. The goal of this engagement is to establish a valuable support relationship and partnership in which Circular Edge provides ongoing E1 CNC & Oracle DBA support and guidance while continuously looking out for the COUNTY's best interests.

# 2. About Circular Edge

Started in 2003, CE is a **3x award winning JDE consulting company** having been **recognized by the Oracle JD Edwards Product Team** for continuously **Delivering & Showcasing Customer Success** in 2017, 2019 & 2020/2021. We understand that change is constant and the best way to support our customers' success is to care for their present needs. Through **Smart Help Managed Services** our customers have the flexibility to utilize hours freely across multiple areas and to tap into a direct staff of 200+ technical & functional resources.

# 3. SOW Tasks

## a) JDE CNC and Oracle Database Managed Services Scope

- Task / Request Based **CNC** Activities
    - User / Role Security and Administration
    - Project promotions, package build and deployment
    - Full Package Builds (All Environments), Update Packages (Production)
    - Preventive and Proactive Maintenance
    - System and Job Monitoring
    - ESU Application
    - JDE Data Refresh
    - Performance Tuning
    - L2 and L3 Troubleshooting
    - System Audits
    - ReportsNow Administration
    - Linux Cron job maintenance on JDE Servers
    - Linux shell scripts maintenance on JDE servers – small changes to existing scripts. (Creation of brand-new scripts or major rewrite of existing scripts will be out of scope of managed services and can be executed as change orders)

- Periodic **CNC** Activities
    - Monthly System Restarts
    - Weekend and Monthly Maintenance Activities
    - System Audits
    - Full Package Builds for all environments.
    - Periodic (as needed) logfile review and maintenance.
    - Review compatibility and end of life of various components of the JDE architecture including – OS, DB, WebLogic, Visual Studio, and Vertex.
    - Quarterly Oracle CPU patching for WebLogic and Java on JDE servers
    - Quarterly application of Vertex Updates using documented processes followed by the County.
- Oracle Database Managed Services Activities
    - Database Monitoring and Alerting
    - Production Issue Troubleshooting
    - Oracle CPU Patching
    - Backup management and monitoring
    - Data Export / Import
    - User Security and Administration
    - Tablespace Monitoring and Management
    - Table and Index De-fragmentation as needed.
    - Statistics Update as needed.
    - Executing SQL Statements provided by County team.
    - Preparing SQL Statements to be executed based on requirements provided by County Team. (Any DML statements will be tested in non-production first and affected data backed up prior to execution).

- Lynx Monitoring Tool Add-On (Please refer to ***Appendix B*** for detailed list of Lynx monitor types and functionality)
    - Setup and Configuration of Lynx Monitors
    - Generate Reports from Historical monitor data when needed

- Standard Operating Procedures (SOPs)
    - Creation of SOP documents for support areas and tasks agreed to by THE COUNTY
    - Implementation and execution of SOPs created above.
    - See ***Appendix C*** for Service Onboarding & Delivery Details

Servers in scope of support listed in Appendix A

### b) Out of Scope

- Operating System, Networking, Storage Activities for On prem systems
- Antivirus, end point protection, OS Patch Management
- Third Party system support and issues not directly related to JDE E1 issues.
- JDE Application / Tools Upgrades (Can be executed as projects)
- Ongoing support of skills & technologies outside of those listed above

## 4. Service Location & Hours

- Support activities to be performed remotely (Resources based remotely and out of US & India facilities).
- THE COUNTY Support Team includes US Account Manager, US Lead and resources across US & India.
- Whenever agreed that a resource should travel onsite, travel & expenses billed on actuals.
- Support Coverage is 24x7 as per the SLAs described in the following section.

## 5. Service Level Agreement (SLA)

**Proposed Service Response Times**

| Problem Severity | | Response Time | | Status Frequency | |
|---|---|---|---|---|---|
| | Time Slot (MT) | Weekdays | Weekends & Holidays | Weekdays | Weekends & Holidays |
| Severity 1 | 8AM to 6PM | < 15 mins | < 30 mins | < 1 hour | < 1 hour |
| | 6PM to 8AM | < 30 mins | < 30 mins | < 1 hour | < 1 hour |
| Severity 2 | 8AM to 6PM | < 60 mins | < 90 mins | < 4 hours | < 4 hours |
| | 6PM to 8AM | < 90 mins | < 90 mins | < 4 hours | < 4 hours |
| Severity 3 | 8AM to 6PM | < 8 Hours | Next Working Day | Next Working Day | NA |
| | 6PM to 8AM | Next Working Day | Next Working Day | NA | NA |

*All Severity 1 issues should be entered into CE ticketing system followed by a phone call to the designated support number

Any work to be performed on the system during off hours, holidays, and weekends apart from scheduled maintenance activities need to be requested at least 4 working days in advance. While we

will do our best to accommodate requests outside of this window, we cannot guarantee resource availability.

**Proposed Severity Rating Guidelines**

| Type | Description |
|---|---|
| **Severity 1** | • A major service/application is unavailable, and the business is unable to operate. Examples include complete loss of service, crashed production system or degraded performance is impacting users from performing daily tasks.<br>• A large amount of business-critical data is unavailable (Issue with the database)<br>• The issue, if not quickly resolved or replied to, may result in a serious loss for the company or will create a service or system unavailable situation. |
| **Severity 2** | • Severe impact on day-to-day activities affecting multiple users. Examples include: Jobs ending in error, unable to access applications/menus, jobs in wait indefinitely, cannot process AP checks or 1099s<br>• Experiencing intermittent failures |
| **Severity 3** | • No immediate or minor business impact and workaround exists<br>• Single user impacted.<br>• A new feature fails to work, but no one is dependent on the feature yet<br>• All problems on non-production systems, such as test and development environments |

*Guidelines above provided as recommendations. Issue severity levels determined by THE COUNTY.

## 6. Assumptions

THE COUNTY will provide all required connections & credentials to provide effective support defined in scope.

## 7. Contract Period & Dates

**Period:** 12 Months
**Contract Start Date:** April 1st, 2026
**Contract End Date:** March 31st, 2027
**Auto-Renewal(s):** This SOW#11 will continue to renew automatically for subsequent 12-month terms unless canceled with written notice no less than 90 days prior to the current term.

## 8. Pricing and Terms for Fixed Price Model

| Area | Monthly Cost |
|---|---|
| JDE CNC Managed Services | $10,815 USD |
| Oracle DBA Managed Services | |
| Lynx JDE Monitoring Tool Subscription | |
| Smart Build Package Build Automation Subscription | |

- The prices quoted in this SOW are valid for a 2-year term, with increases being capped at a 3% increase annually if there is no increase in scope.

Fixed Cost solution for CNC and DBA Managed Services has the following limits, terms, and exclusions.

| Environment Parameters | |
|---|---|
| **Production Environment** | 1 |
| **Production Pathcode** | 1 |
| **Non-Production Pathcodes** | Up to 4 |
| **Production Enterprise Servers** | Up to 2 |
| **Non-Production Enterprise Servers** | Up to 2 |
| **Production Web Servers** | Up to 2 |
| **Non-Production Web Servers** | Up to 2 |
| **AIS Servers** | Up to 2 |
| **JDE Database servers** | Up to 2 |
| **FAT Clients** | No Limit |
| **E1 Users** | Up to 100 Concurrent |
| **JDE Production Database Size** | Up to 750 GB |

| Task Parameters | |
|---|---|
| **Non-Prod Update Builds per month** | *Unlimited |
| **Prod Update Builds per month** | 5 |
| **Full Builds per year** | 12 |
| **JDE Data Refreshes** | 1 per month |
| **ESUs per month** | Up to 5 (per pathcode) |

| | |
|---|---|
| **General CNC Support** | Unlimited |
| **Oracle DBA Support** | Unlimited |

*Assumes SmartBuild will be used. Manual Non-Prod builds done by the COUNTY staff.

**Environment Parameter - List of Oracle Database Servers to be supported.**

| VM | Env | OS | DB Version | Edition | Size | Usage |
|---|---|---|---|---|---|---|
| dvdc-ora | DV | RHEL 8.5 | 19.0 | Standard | 40G | DC General |
| dve1entora | DV/UA | RHEL 7.9 | 19.0 | Standard | 700G | JDE |
| prdc-ora | PR | RHEL 8.5 | 19.0 | Standard | 40G | DC General |
| pre1entora | PR | RHEL 7.9 | 19.0 | Standard | 440G | JDE |
| uadc-ora | UA | RHEL 8.8 | 19.0 | Standard | 40G | DC General |

**Terms**

- Changes in Environment Parameters can result in an increase in monthly fee. Circular Edge will review and let The COUNTY Pacific know in advance should such a change be anticipated
- Exceeding Task Parameters can result in additional fees billed on a T&M basis as incurred using the rate of **$135/HR**. Circular Edge will review and let The COUNTY Pacific know should such a charge be anticipated.
- No additional fees or costs will be charged without written consent (email approval) from The COUNTY.

**Exclusions**

- Training activities
- Does not include any non-CNC resource efforts such as
  - Functional and Application Resource efforts
  - Development Resource efforts
- Operating System, Storage and Networking Activities
- Major Application / ESU updates – Can be handled as T&M projects using existing rate cards
- Major Tools or Application Upgrades - Can be handled as T&M projects using existing rate cards
- Third Party System support not identified in scope.2
- Database upgrades
- Oracle DBA support for databases not listed above.

**Rate Card for Projects**

| Resource Type | CNC Architect | Architect/ Lead/PM |
|---|---|---|
| Rate / Hour | $165 | $175 |

**LynX Configuration – Servers Included in Subscription Cost**

- 1 Production Enterprise Server \ Database Server
- 1 Non-Production Enterprise Server \ Database Server
- 3 Web Servers
- 1 Deployment Server / Server Manager
- 1 Load balanced URL
- 2 ReportsNow Servers

## 9. SOW Modifications & Other Projects

Any additional projects or changes to this SOW#11 will require a separate Amendment or SOW. These may include upgrades, audits, migrations and onsite engagements, as well as adding or removing support skills, modifying scope, increasing or decreasing hours, etc.

## 10. Ticketing and Reporting

All ticketing for SmartHelp will be done through Circular Edge ticketing system. Circular Edge will provide a Dashboard that will indicate the utilization, availability and carryover hours every month.

## 11. Invoicing & Payments

THE COUNTY invoiced monthly. Payment terms are net 30 Days. Circular Edge Tax ID #20-0261745.

## 12. On Boarding Process

All key contact points, commutation mechanisms, ticketing system and escalation procedures will be defined with an **Engagement Operational Document** delivered at the start of the engagement.

## 13. Service Quality and Rate Protection

In order to ensure delivery of quality support services and SLAs, the contracted resource rates will be reviewed semi-annually and may increase up to 5% or based on Consumer Price Index.

## 14. Smart Help's Mutual Promise

This **Smart Help** SOW#11 is flexible and elastic by design. At the core of **Smart Help** there has always been and will continue to be the ability to expand and contract skills, resources and services as demands of business and/or industry change.

In the future should THE COUNTY need to adjust the terms defined within this SOW, Circular Edge will strive to be flexible and elastic so as to support the success of THE COUNTY. Circular Edge asks the same, should there be a time in the future when CE needs to adjust the terms, that each party might work together toward a common solution that supports the success of each other's business.

**Smart Help.** **#Flexible** **#Elastic** **#Freedom** **#Happiness**

| JD Edwards | Oracle CX | Third Party Products | Development | CNC Basic Tasks | SQL Admin Tasks |
|---|---|---|---|---|---|
| Sales & Distribution | Sales Cloud | Smart Scheduler | C++ | User Security and Administration | User & Security Admin |
| Manufacturing | CPQ Cloud | JDESign | Java/.NET | OMW Promotions, Package Builds & Deployments | Backup Monitoring |
| Finance / HCM | Marketing Cloud / Eloqua | AtomIQ | Web Services | System Monitoring | Backup & Restore |
| Real Estate / AREF | ATG Web Commerce | AutoXCHNG | Business Services (BSSV) | Job Monitoring | Performance Monitoring |
| Deal Flow Automation | Service Cloud | DSI / RFSmart | FDA/RDA | Proactive/Preventive Maintenance | Index Reorg & Maint |
| Warehouse Mgmt | Tailored Workflows | Insight/Hubble | Financial Report Writer | Level 1 Troubleshooting | **AS400 Admin Tasks** |
| Transportation Mgmt | Integrations Blueprint | ReportsNow | Retrofitting | ESU Application | User & Security Admin |
| Health & Safety Incident Mgmt | Reporting & Dashboards | Cognos / Business Objects | Interfaces / Integrations | **CNC Advanced Tasks** | Job / Print Queue Mgmt |
| Apparel Mgmt | SSO & Security | Vertex / Avalara | SOAP / REST API | Apps & Tools Upgrades | Backup Monitoring and Tape Management |
| Inventory Management | Upgrade Cycle Support & Much More | Essentio | Business Functions | Lift & Shifts, Migrations | System Monitoring |
| Cycle Counts | **Other Oracle** | Canon EIP | Workflow Modeler | Environment Creation | Capacity Planning |
| Lot / Serial Automation | OBIEE / BI Cloud | Create!Form / Optio / Transform | Page Composer | Data Refreshes | MIMIX Monitoring |
| Chart of Accounts | HCM Cloud | All Out Security/Q Soft | E1 Pages / Cafe1 | Server and Database Migrations | **Oracle Admin Tasks** |
| Capacity Planning | EPM Cloud / Hyperion | Snap POS/Snap Pay | IoT / AIS | Performance Tuning | User & Security Admin |
| VCP / ASCP | BI Publisher | ERP2Web | MAF / MAX / Mobile | Level 2 & 3 Troubleshooting | Tablespace & Backup Monitoring and Management |
| EDI Design | OATS | TIDAL Scheduler | JET / ADF | Capacity Planning | Database Export / Import |
| Localizations (GST, VAT) | Fusion Middleware / ICS | Automic Scheduler (AppWorx) | BML | System Audits | DBMS Scheduler Tasks |
| Financial Reporting | Identity & Access Management | Everest Single Sign-On | QA / Scripts | | Alert Log Monitoring |
| Multi-Currency | VCP, ASCP | Admin, Monitoring | ETL Tools | | Dataguard Monitoring |
| Business Process Improvement (BPI) | & Much More | Troubleshooting | JavaScript | | |
| QA, SOX, 1099s, & Much More | | Level 1, 2, 3 Support & Much More | JSON, APEX Groovy, PHP SSO & More | | |

[SIGNATURES INTENTIONALLY CONTINUED ON NEXT PAGE]

## 15. Statement of Work Acceptance

This **Statement of Work #11** is issued as of January 22nd 2026, for consulting services to be provided by Circular Edge to The COUNTY. The signatures below indicate acceptance and provide authorization for Circular Edge to proceed with the assignment as outlined in this Statement of Work.

This Statement of Work is governed by the terms and conditions noted in the Master Services Agreement(MSA) signed by Circular Edge and COUNTY.

## Appendix A – List of Servers in scope of support

| Server Name | Type | Description |
|---|---|---|
| PRE1ENTORA.vm.douglas.co.us | JDE / DB | Enterprise Server/Database Server - PD |
| PRE1WEBORC22.dcgov.douglas.us | JDE | Web Server / AIS - PD |
| PRE1DEPLOY22.dcgov.douglas.co.us | JDE | Deployment Server - PD |
| DVE1ENTORA.vm.douglas.co.us | JDE / DB | Enterprise Server/Database Server - Non-Prod |
| DVE1WEBORC22.dcgov.douglas.us | JDE | Web Server / AIS - Non-Prod |
| dcw10-dvjde01 | JDE | Fat Client |
| dcw10-dvjde02 | JDE | Fat Client |
| dcw10-dvjde03 | JDE | Fat Client |
| dcw10-dvjde04 | JDE | Fat Client |
| dcw10-dvjde05 | JDE | Fat Client |
| dcw10-Denovo1 | JDE | Fat Client |
| dcw10-Denovo2 | JDE | Fat Client |
| PRREPORTSSDAS | 3rd party | Fat Client - ReportsNow |
| PRREPORTSNOW | 3rd party | ReportsNow Server - Mobi |

# Appendix B – Lynx Monitoring Tool

**MTR for Lynx Server**

- Windows 2016 / Windows 2019
- SQL Server 2012 or above Database for repository (Can be on the same server or an existing SQL Server DB)
- 2 vCPU, 8 GB RAM , C:100 , D:300

Detailed requirements for Lynx Server will be provided.

Overview of the Lynx monitor functionality is listed below.

| Monitor Type | What does it monitor? | Server Type |
|---|---|---|
| PING | Check if a computer or device can be reached by pinging it. Alerts are sent when:<br>• The server cannot be pinged<br>• The server cannot be pinged within a specified timeout<br>• The server is pinged after a failed attempt | All Servers |
| PORT | Checks if a port is reachable on a computer or device. Use this monitor to check if E1 ports on your Enterprise, HTML or Server Manager servers can be accessed. Alerts are sent out when:<br>• The specified port cannot be opened<br>• The specified port cannot be opened within a timeout<br>• The specified port is opened after a failed attempt | All Servers |
| DATABASE CONNECTIVITY | Checks if a database connection can be opened. Alerts are sent out when:<br>• The database is not reachable<br>• The database cannot be opened within a specified timeout<br>• The database connection is opened after a failed attempt<br>• A database query does not execute within a specified timeout | All Database Servers |
| | Monitors the processing of reports on E1 report servers. Report thresholds can be set by report and version. Alerts are sent out when:<br>• A report has been waiting beyond a configured threshold | E1 Enterprise Servers |

| Monitor Type | What does it monitor? | Server Type |
|---|---|---|
| REPORT | • A report has been processing beyond a configured threshold<br>• A report ends in error | |
| <br>QUEUE | Monitors queues on E1 report servers. Queue thresholds are set by queue name. Alerts are sent out when:<br>• The number of waiting jobs in a queue exceeds the configured threshold *consistently* over a time period<br>The monitor can also be configured to re-prioritize jobs if one user submits too many jobs within a short time. | E1 Enterprise Servers |
| <br>KERNEL (NATIVE) | Checks if kernels are running. This is configured by kernel type. Alerts are sent out when:<br>• A kernel type is not running<br>• A kernel type is out of range<br>• A kernel type is back in the configured range | E1 Enterprise Servers |
| <br>SCHEDULER SERVER | Checks if the E1 scheduler server is functioning properly. Alerts are sent out when:<br>• The scheduler status is down<br>• The scheduler's is behind schedule<br>• The scheduler recovers after being down | E1 Enterprise Servers |
| <br>SCHEDULED REPORT | Checks if your critical scheduled reports are running as expected. Alerts are sent out when:<br>• The scheduled report was not submitted by the scheduler<br>• The scheduled report did not start by a certain time<br>• The scheduled report did not complete by a certain time | E1 Enterprise Servers |
| <br>SUBSYSTEM | Checks if subsystem jobs are processing. Alerts are sent out when:<br>• The subsystem report is not running<br>• The number of unprocessed jobs exceeded the threshold | E1 Enterprise Servers |

| Monitor Type | What does it monitor? | Server Type |
|---|---|---|
| WEB APP | Monitors any web application, including E1. The monitor can be configured to send out screenshots of the browser along with the alerts. Alerts are sent out when:<br>• The Web URL did not launch<br>• Login to the Web app fails<br>• A web task did not complete<br>• A web task did not complete within a timeout<br>• All web tasks completed successfully (after a previous failure) | E1 HTML Servers |
| FILE / LOG | Monitors any folder for files and the contents of the file for keywords. Keywords may include regular expressions and wild cards. Alerts are sent out when:<br>• A keyword was located in a file<br>In addition, it can also perform the following tasks:<br>• Clean up files older than a given date. This frees you from manually cleaning up folders that accumulate logs<br>• Archive logs locally on the monitor server and optionally clean up the archive as well | All Servers |
| SM CONSOLE, HOME, INSTANCE | Checks if the Server Manager Console, Home and Instances are up. Alerts are sent out when:<br>• The Server Manager entity is down<br>• The Server Manager entity is up after a previous failure | E1 Server Manager |
| ENTERPRISE SERVER | Monitors Enterprise Servers defined in Server Manager. You can set thresholds on:<br>• Network Jobs (range)<br>• Kernel Jobs (range)<br>• Security Users<br>• Call Object Users<br>• CPU with sustenance<br>• Memory with sustenance | E1 Enterprise Servers |

| Monitor Type | What does it monitor? | Server Type |
|---|---|---|
| ENTERPRISE SERVER PROCESS | Monitors kernels of Enterprise Servers defined in Server Manager. You can set thresholds on:<br>• JDE Log Size<br>• Users<br>• Memory with sustenance<br>• CPU with sustenance | E1 Enterprise Servers |
| ENTERPRISE SERVER DISK | Monitors disk usage of Enterprise Servers defined in Server Manager. You can set thresholds on:<br>• Free space (MB)<br>• Free space (%) | E1 Enterprise Servers |
| ENTERPRISE SERVER KERNEL RANGE | Monitors kernel range Enterprise Servers defined in Server Manager. Alerts are created when:<br>• # of Kernels of a type is out of range.<br>• # of Kernels of a type is back in range. | E1 Enterprise Servers |
| HTML SERVER | Monitors HTML Servers defined in Server Manager. You can set thresholds on:<br>• Active users with sustenance<br>• Heap, Committed and Actual Memory with sustenance<br>• User disabled status | E1 HTML Server<br>E1 BSSV Server<br>E1 AIS Server |
| AIS SERVER | Logins to AIS Server and opens forms. You can set thresholds on:<br>• Time taken to login and open forms, with sustenance | E1 AIS Server |
| CALL OBJECT | Monitors call object stats of HTML Servers defined in Server Manager. You can set thresholds on:<br>• Application Errors<br>• Timeout Errors<br>• System Errors<br>• Execution Time | E1 Enterprise Servers |

| Monitor Type | What does it monitor? | Server Type |
|---|---|---|
| COMMAND | Runs a command and monitors its exit code. Exit codes can be tied to meaningful descriptions. Use this feature to monitor just about anything! Alerts are sent out when:<br>• The command fails<br>• The command succeeds after a previous failure | All Servers |
| EVENT LOG | Monitors event logs on Windows computers. Alerts are sent out when:<br>• An event that meets the configured criteria (level, source, event id and/or keyword) is logged | Windows Servers |
| DISK SPACE | Checks if disk space has exceeded the configured threshold. Alerts are sent out when:<br>• The disk space has exceeded the threshold (% or MB), subject to a sustenance interval.<br>• The disk space is normal after having exceeded the threshold. | Windows Servers |
| MEMORY | Checks if the total memory on the server has exceeded the configured threshold. Alerts are sent out when:<br>• The memory has exceeded the threshold (% or MB), subject to a sustenance interval.<br>• The memory is normal after having exceeded the threshold. | Windows Servers |
| CPU | Checks if the total CPU of the server has exceeded the configured threshold. Alerts are sent out when:<br>• The CPU has exceeded the threshold (% or MB), subject to a sustenance interval.<br>• The CPU is normal after having exceeded the threshold. | Windows Servers |
| PROCESS MEMORY | Checks if the memory consumed by a process has exceeded the configured threshold. Alerts are sent out when:<br>• The process memory has exceeded the threshold, subject to a sustenance interval. | Windows Servers |

| Monitor Type | What does it monitor? | Server Type |
|---|---|---|
| | • The process memory is normal after having exceeded the threshold. | |
| PROCESS CPU | Checks if the CPU consumed by a process has exceeded the configured threshold. Alerts are sent out when:<br>• The process CPU has exceeded the threshold, subject to a sustenance interval.<br>• The process CPU is normal after having exceeded the threshold. | Windows Servers |

# Appendix C – Service Onboarding & Delivery Details

## Smart Help JDE CNC Managed Services

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### Lifecycle Management Including Smart Build Package Automation

- Monthly / Weekly Production Update package
- Monthly Full Package Builds (DV, PY, PD)
- Daily Non prod update Builds
- E1 System updates for standard & baseline ESUs, Year End Included
- Oracle Security Alerts – Critical Patch Update Review and Advisory
- Tools upgrades –Tools Upgrades on the same production platform (in place o multi foundation). Other Tools Upgrades can be executed as projects.

**Smart Build Package Build Automation Tool** – Included at no additional cost to help automate and improve object promotion, build and deployment change management life cycle.

**Automate Package Builds & Deployments**
Objects and Reports
Business Functions (C BSFN & NER)
Business Services (Separate Packages)

**Schedule Builds & Deployments**
Fixed Schedule using OS Scheduler
On-Demand
Pre-built adapter for Smart Scheduler

**Other Key Features**
Backup and restore projects
Email notification with server build and client PDFs
Automatically generate tables and indexes
Kill List to terminate jobs during deployments
Configurable wait time for deployments
Intelligent Package Naming Convention

Smart Help

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## Smart Help JDE CNC Managed Services

ORACLE Partner

### LynX Application Monitoring and Notifications

We use a specialized JDE Monitoring Tool called **Lynx**. It monitors your JDE system not just from a technical standpoint, but also from a business standpoint providing great insights about the health of your JD Edwards system enabling you to respond to many issues before the users complain about them. Some highlights of the tool

**WEB CONSOLE**
Configure the system through a user -friendly web console.

**SINGLE INSTANCE**
Monitor multiple servers, multiple releases from a single LynX Monitor instance.

**AGENTLESS**
No agents to install on any server!

**ALERTS**
Alerts can be emailed and/or logged to the Windows Event Log.

**SAMPLE REPORTS AND ALERTS**

- Long running jobs
- Jobs in Wait in Queue based on thresholds
- Key Word found in log file alert
- Kernel Alerts
- Archival of all log files
- Business function execution time alerts
- E1 Process CPU and Memory alerts
- E1 Web login Test alerts
- Historical Stats of User and Report Activity
- Disk Usage Alerts
- Subsystem Job Monitors
- Key Scheduled Job Monitors
- Windows Process level CPU and Memory alerts

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## JDE CNC Managed Services

### Team Structure

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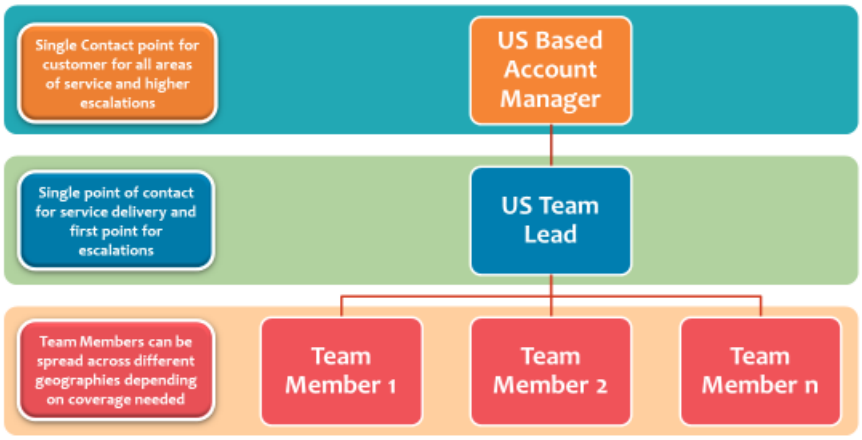

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## Smart Help JDE CNC Managed Services

### On Boarding Process – Review and Define Phases

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**Review**

**Define**

- Establish Roles & Responsibilities
- User & Security Administration Process
- Change Approval Process
- Establish Maintenance Windows & Processes
- OMW Promotion & Package Build Frequencies and Promotion Approval process
- Critical Patch Update Schedule
- Build Operational Checklist & Frequencies
- Escalation Procedures with Infrastructure and 3rd Party teams

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# Smart Help JDE CNC Managed Services

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## On Boarding Process – Implement Phase

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- Implement automated alerts using Server Manager
- Implement additional alerts using Lynx where native alerts not available
- Implement customized mobile alerts
- Setup and automate scripts for maintenance processes where applicable

**Build Engagement Operational document**

Key contact points, communication mechanisms, ticketing system & escalation procedures will be defined. This will be delivered in the form of an **Engagement Operational Document** at the start of the engagement.

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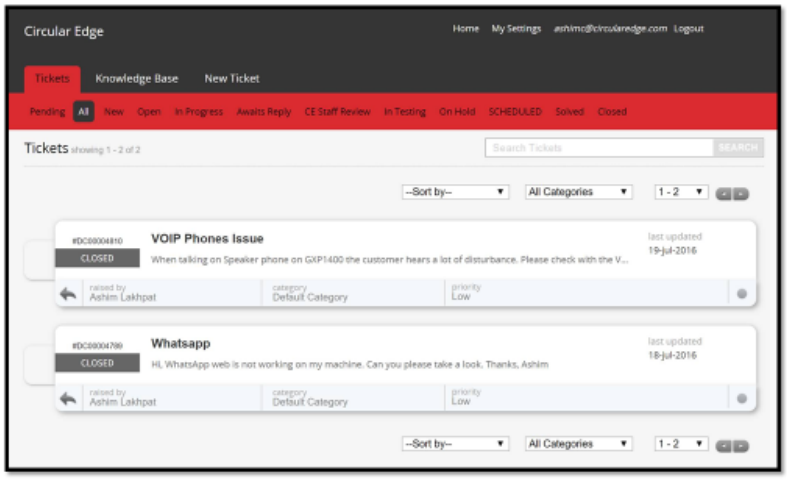
Circular Edge
Redefining Impossible

# Smart Help – happyfox

ORACLE Partner

## State of the Art Ticketing System – With Smart SLA's

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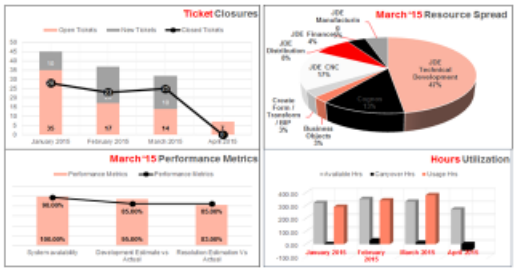
# Smart Help JDE CNC Managed Services

ORACLE Partner

## Regular Status Reporting

- Monthly Reports on Services
  - Tickets Opened / Closed
  - Hours Consumed
  - Maintenance Activities performed
- Calls
  - Weekly to Bi-Weekly Status Calls






# Smart Help JDE CNC Managed Services

ORACLE Partner

## System Health Reports

- Monthly System Health Reporting Generated from **Lynx**
  - System Up Time Reports
  - Long Running Report
  - Reports in Error
  - Business Function Performance
  - Average User Load
  - System Capacity Reports
  - More Available based on customers requirements

| | CIRCULAR EDGE, LLC | | DOUGLAS COUNTY |
|---|---|---|---|
| By: | | By: | |
| Print Name: | sAchin cHoudhari | Print Name: | |
| Title: | CEO | Title: | |
| Date: | | Date: | |
| Address: | 399 Campus Drive, #102 Somerset NJ 08873 | Address: | |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Mike Wise, Deputy Director, IT

**DESCRIPTION:** E.T. Technologies - Fuel Management Hardware and Installation in the Amount of $159,678.40.

**SUMMARY:** The Fuel Management Replacement project is working with Facilities, Fleet, and Emergency Support Services (FFESS) to replace outdated and unsupported fuel pedestals and their associated software. This contract provides funding for E.T. Technologies for both the hardware and the installation of the new fuel management system. The total funding request is $159,678.40, which will be allocated from the IT Technical Fund

This needs to go to BOCC because this engagement takes us over the $100,000 threshold for BOCC approval for the year.

**RECOMMENDED ACTION:** Approval of the E.T. Technologies - Fuel Management Hardware and Installation in the Amount of $159,678.40.

**REVIEW:**

| | | |
|---|---|---|
| John Huber | Approve | 2/18/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |
| Suzi Woodruff - FYI | Notified - FYI | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
ET Technologies PCS 159,678.40 02.03.26

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| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

ET Technologies PCS 159,678.40 02.03.26

**PUBLIC CONTRACT FOR SERVICES**

**THIS PUBLIC CONTRACT FOR SERVICES** (the "Contract") is made and entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **E.T. TECHNOLOGIES**, INC. authorized to do business in Colorado (the "Consultant"). The County and the Contractor hereinafter collectively referred to as the "Parties" and individually to as a "Party."

**RECITALS**

**WHEREAS**, the County is undertaking certain activities for installation/implementation of Multiforce Systems Corporation hardware and maintenance support; and

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

**WHEREAS**, the Consultant 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:** Mike Wise, Deputy Director, IT (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Consultant under this Contract.

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

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 Consultant's compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant 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 Consultant 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 Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant 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 **ONE HUNDRED FIFTY-NINE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS AND FORTY CENTS ($159,678.40)** for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract, nor is anything set forth herein a limitation of liability for Consultant. 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 this Contract shall commence as of 12:01 a.m. on this **FEBRUARY 1, 2026**, and terminate at 12:00 a.m. on **DECEMBER 31, 2026**. 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 Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days or within a mutually agreed-upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Consultant 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 Consultant 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 Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

**8. INDEMNIFICATION:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. The Consultant 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 Consultant 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 Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**11. ASSIGNMENT:** The Consultant 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 Consultant 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 Consultant hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Consultant 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 Consultant 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 Consultant in connection with this Contract shall be the property of the County.

**14. ASSIGNMENT OF COPYRIGHTS:** The Consultant 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 Consultant 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 Consultant 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 Consultant pursuant to this Contract shall become the County's property. The Consultant 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 Consultant 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 Consultant.

**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 Consultant to: | Douglas County Information Technology<br>Attn: Mike Wise<br>100 Third Street<br>Castle Rock, CO 80104<br>Ph: (303) 663-6267<br>Email: mwise@douglas.co.us |
| with a copy to: | Douglas County Attorney's Office<br>100 Third Street<br>Castle Rock, CO 80104<br>Ph: (303) 660-7414<br>Email: attorney@douglas.co.us |
| and by the County to: | E.T. Technologies, Inc.<br>Attn: Jeffrey S. Roehrig<br>Address 10000 S. Dransfeldt Road, Unit 100<br>Parker, CO 80134<br>Ph: (303 ) 680-9414<br>E-mail: jeff.roehrig@ettechusa.com |

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, 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 Consultant 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 Consultant

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 this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant 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 Consultant, 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 Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant'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, Assistant County 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:

1st This Contract, Sections 1 through 29
2nd Exhibit C- Insurance Requirements
3rd Exhibit A- Scope of Services
4th 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. CONFLICT WITH EXHIBITS:** If any Exhibit to this Contract, conflicts with the express terms of the Contract proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the contract are superior, supersede, and prevail.

**26. ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement 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.

**27. INSURANCE:** The Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant 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 Consultant's insurance coverage during the term of this Contract.

**28. COUNTY EXECUTION OF AGREEMENT:** 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.

**29. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such 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 action of government authorities.

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**EXHIBIT A**
**SCOPE OF SERVICES & METHOD OF PAYMENT**

**E.T. Technologies, Inc.**
10000 S Dransfeldt Rd, Suite 100
Parker CO 80134
(303) 680-9414 ettechusa.com

# Estimate

| | |
|---|---|
| **ESTIMATE #** | 1038291558 |
| **DATE** | 01/20/2026 |
| **PO #** | |

| **CUSTOMER** |
|---|
| Douglas County Government<br>Jeff Tibbetts<br><br>(303) 663-6180<br><br>jtibbetts@douglas.co.us |

| **SERVICE LOCATION** |
|---|
| Douglas County Government<br>Castle Rock Public Works<br>3030 Industrial Way<br>Castle Rock, CO, 80109<br>(303) 663-6180<br><br>jtibbetts@douglas.co.us |

| | |
|---|---|
| **DESCRIPTION** | Quote for replacement of the fuel island controllers at the 9 fueling sites for Douglas County. This quote is for 814 Controller installations at the Castle Rock and Parker locations, each with one-each 814 Remote Island Terminals for both sites (Parker and Castle Rock), to include HID readers for authorization and cellular modems for in and outbound communications to the Fuelserve.net servers. The other 7 sites are quoted for the 894 Fuel Island Controllers (4 hose max) also utilizing the HID readers and cellular communications, and one 894 controller with ethernet module instead of cellular modem (Trumbull). Quote does not include all setup fees and first year of annual software and helpdesk services. All software and setup fees are being quoted directly to Douglas County to lower total costs. Also included is mobilization and labor for installations for all 9 sites. Forced air heaters are also listed as an optional add on as well. Pulser line item is for MR1 filtered pulsers, as the older OPW 800 pulsers sometimes have issues with the controllers quoted, because the OPW does not have a power filter, as the MR1 pulsers do. All prices are marked-up per our fixed contract rate, which gets all hardware pricing below Fuel Force list prices. This quote now has the additional 6.70% discount on the controllers for a bulk purchase. 9 or more controllers would need to be purchased at a time to maintain the additional 6.70% discount on controllers. Also included is the Helpdesk support for startups, one hour per controller. This was not on the last quote ET received from Fuel Force, if it is included in the software quote they provide Douglas County, this line item will be omitted. |

## Estimate

| Description | Qty | Rate | Tax | Total |
|---|---|---|---|---|
| **Castle Rock** | | | | $31,161.09 |
| **814 Island Mounted Fuel Controller with Flex Prompts, 6" Stainless Pedestal Base, Prox Card Rdr, Cell Modem, 8-Hose** | 1.00 | $11,991.17 | $0.00 | $11,991.17 |
| **814R Remote Island Terminal (used in Conjunction with an FF814 or FF814W) 6" Stainless Pedestal Base, Prox Card Rdr, Hard Wire, 4-Hose** | 1.00 | $7,157.80 | $0.00 | $7,157.80 |

| | | | | | |
|---|---|---|---|---|---|
| | **Wireless Radio Link Set (2)for Wireless Communication Programed for 1200Baud** | 1.00 | $6,117.12 | $0.00 | $6,117.12 |
| | **1501**<br>Labor regular Time | 24.00 | $105.00 | $0.00 | $2,520.00 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 24.00 | $18.00 | $0.00 | $432.00 |
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |
| | **FES-Shipping**<br>Shipping | 2.00 | $354.00 | $0.00 | $708.00 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W** | 2.00 | $955.00 | $0.00 | $1,910.00 |
| | **Parker** | | | | $30,915.09 |
| | **814 Island Mounted Fuel Controller with Flex Prompts, 6" Stainless Pedestal Base, Prox Card Rdr, Cell Modem, 8-Hose** | 1.00 | $11,991.17 | $0.00 | $11,991.17 |
| | **814R Remote Island Terminal (used in Conjunction with an FF814 or FF814W) 6" Stainless Pedestal Base, Prox Card Rdr, Hard Wire, 4-Hose** | 1.00 | $7,157.80 | $0.00 | $7,157.80 |
| | **Wireless Radio Link Set (2)for Wireless Communication Programed for 1200Baud** | 1.00 | $6,117.12 | $0.00 | $6,117.12 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W** | 2.00 | $955.00 | $0.00 | $1,910.00 |
| | **1501**<br>Labor regular Time | 22.00 | $105.00 | $0.00 | $2,310.00 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 22.00 | $18.00 | $0.00 | $396.00 |
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |
| | **FES-Shipping**<br>Shipping | 2.00 | $354.00 | $0.00 | $708.00 |
| | **Highlands Ranch** | | | | $13,682.50 |
| | **894 Island Mounted Fuel Controller, Controls up to 4 Hoses. Includes Pedestal & Door Assembly for up to 4 Hoses with a 12" Stainless Steel Base, Prox Card Rdr, Cell Modem, 4-Hose** | 1.00 | $10,325.70 | $0.00 | $10,325.70 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W** | 1.00 | $955.80 | $0.00 | $955.80 |

| | | | | | |
|---|---|---|---|---|---|
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |
| | **1501**<br>Labor regular Time | 14.00 | $105.00 | $0.00 | $1,470.00 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 14.00 | $18.00 | $0.00 | $252.00 |
| | **FES-Shipping**<br>Shipping | 1.00 | $354.00 | $0.00 | $354.00 |
| | **Southeast** | | | | $13,498.00 |
| | **894 Island Mounted Fuel Controller, Controls up to 4 Hoses. Includes Pedestal & Door Assembly for up to 4 Hoses with a 12" Stainless Steel Base, Prox Card Rdr, Cell Modem, 4-Hose** | 1.00 | $10,325.70 | $0.00 | $10,325.70 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W** | 1.00 | $955.80 | $0.00 | $955.80 |
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |
| | **1501**<br>Labor regular Time | 12.50 | $105.00 | $0.00 | $1,312.50 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 12.50 | $18.00 | $0.00 | $225.00 |
| | **FES-Shipping**<br>Shipping | 1.00 | $354.00 | $0.00 | $354.00 |
| | **Fairgrounds** | | | | $14,147.90 |
| | **894 Island Mounted Fuel Controller, Controls up to 4 Hoses. Includes Pedestal & Door Assembly for up to 4 Hoses with a 12" Stainless Steel Base, Prox Card Rdr, Cell Modem, 4-Hose** | 1.00 | $10,325.70 | $0.00 | $10,325.70 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W** | 1.00 | $955.80 | $0.00 | $955.80 |
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |
| | **1501**<br>Labor regular Time | 14.00 | $105.00 | $0.00 | $1,470.00 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 14.00 | $15.00 | $0.00 | $210.00 |
| | **FES-Shipping**<br>Shipping | 1.00 | $354.00 | $0.00 | $354.00 |
| | **MR1 Pulsers for Fill Rite/GPI Pumps** | 2.00 | $253.70 | $0.00 | $507.40 |
| | **Trumbull** | | | | $13,985.40 |

| | | | | | |
|---|---|---|---|---|---|
| | **894 Island Mounted Fuel Controller, Controls up to 4 Hoses. Includes Pedestal & Door Assembly for up to 4 Hoses with a 12" Stainless Steel Base, Prox Card Rdr, Ethernet Module, 4-Hose** | 1.00 | $10,305.70 | $0.00 | $10,305.70 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W** | 1.00 | $955.80 | $0.00 | $955.80 |
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |
| | **1501**<br>Labor regular Time | 12.50 | $105.00 | $0.00 | $1,312.50 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 12.50 | $18.00 | $0.00 | $225.00 |
| | **FES-Shipping**<br>Shipping | 1.00 | $354.00 | $0.00 | $354.00 |
| | **MR1 Pulsers for Fill Rite/GPI Pumps** | 2.00 | $253.70 | $0.00 | $507.40 |
| | **Substation** | | | | $13,690.20 |
| | **894 Island Mounted Fuel Controller, Controls up to 4 Hoses. Includes Pedestal & Door Assembly for up to 4 Hoses with a 12" Stainless Steel Base, Prox Card Rdr, Cell Modem, 4-Hose** | 1.00 | $10,325.70 | $0.00 | $10,325.70 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W** | 1.00 | $955.80 | $0.00 | $955.80 |
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |
| | **1501**<br>Labor regular Time | 12.00 | $105.00 | $0.00 | $1,260.00 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 12.00 | $18.00 | $0.00 | $216.00 |
| | **FES-Shipping**<br>Shipping | 1.00 | $354.00 | $0.00 | $354.00 |
| | **MR1 Pulsers for Fill Rite/GPI Pumps** | 1.00 | $253.70 | $0.00 | $253.70 |
| | **Sedalia** | | | | $13,444.20 |
| | **894 Island Mounted Fuel Controller, Controls up to 4 Hoses. Includes Pedestal & Door Assembly for up to 4 Hoses with a 12" Stainless Steel Base, Prox Card Rdr, Cell Modem, 4-Hose** | 1.00 | $10,325.70 | $0.00 | $10,325.70 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W** | 1.00 | $955.80 | $0.00 | $955.80 |
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |

| | | | | | |
|---|---|---|---|---|---|
| | **1501**<br>Labor regular Time | 10.00 | $105.00 | $0.00 | $1,050.00 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 10.00 | $18.00 | $0.00 | $180.00 |
| | **FES-Shipping**<br>Shipping | 1.00 | $354.00 | $0.00 | $354.00 |
| | **MR1 Pulsers for Fill Rite/GPI Pumps** | 1.00 | $253.70 | $0.00 | $253.70 |
| | **Northwest** | | | | $13,444.20 |
| | **894 Island Mounted Fuel Controller, Controls up to 4 Hoses. Includes Pedestal & Door Assembly for up to 4 Hoses with a 12" Stainless Steel Base, Prox Card Rdr, Cell Modem, 4-Hose**<br>FES MISC parts Miscellaneous | 1.00 | $10,325.70 | $0.00 | $10,325.70 |
| | **Optional- Forced Air Heater Option Kit, FF-814, 100W**<br>FES MISC parts Miscellaneous | 1.00 | $955.80 | $0.00 | $955.80 |
| | **Conduit, wiring, anchors, etc.** | 1.00 | $325.00 | $0.00 | $325.00 |
| | **1501**<br>Labor regular Time | 10.00 | $105.00 | $0.00 | $1,050.00 |
| | **FES-Truck**<br>FES Truck Rate per Hour | 10.00 | $18.00 | $0.00 | $180.00 |
| | **FES-Shipping**<br>Shipping | 1.00 | $354.00 | $0.00 | $354.00 |
| | **MR1 Pulsers for Fill Rite/GPI Pumps**<br>FES MISC parts Miscellaneous | 1.00 | $253.70 | $0.00 | $253.70 |
| | **Distributor Remote Installation Support**<br>Fuel Force charge for helpdesk time for startups | 9.00 | $189.98 | $0.00 | $1,709.82 |

| CUSTOMER MESSAGE |
|---|
| The scope and pricing on this work order are valid for 30 days. If the start date of awarded job is more than 60 days from the work order date will potentially require a change order due to the delay. |

**Estimate Total:** **$159,678.40**

**PROPOSAL PRICING, CHANGE ORDERS, SCHEDULE DELAYS/CHANGES**

- All pricing quoted is valid for 30 days.
- Any changes to the scope of the work requires a separate proposal and a signed change order.
- Unexpected schedule changes that are not caused by E.T. Technologies or weather, but are caused or initiated by Client, or other Client vendors/subcontractors that cause additional cost to our company will be invoiced at normal rates.

**PAYMENT OF CHARGES**

All charges are due and payable upon receipt of invoice. Payment terms for approved Clients are NET 30. Client agrees to pay a charge for all past due amounts in an amount equal to the lesser of one and one-half percent (1-1/2%) or a $5.00 minimum charge of such past due amounts for each month or part thereof during which such payments remain unpaid or the maximum rate allowed by applicable law. A service charge of $30.00 shall be added to all returned checks. In the event of non-payment, the Client shall be responsible for all of contractor's reasonable attorney's fees and costs incurred during collection. If Contractor shall seek to assign this account to an agency for collection, the client agrees to pay all fees and discounts imposed.

**FORCE MAJEURE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, guideline or order of any governmental body or any instrumentality thereof, whether now existing or hereafter created.

**ASSIGNMENT**

This Agreement is assignable with the written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, nor required in the event of assignment by operation of law, nor required in the event of an assignment to an affiliate or Contractor, merger or sale by Contractor.

**SAVINGS CLAUSE**

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless such finding shall impair the rights of obligations of Contractor, hereunder, in which event, at Contractor's option, this Agreement may be terminated.

**INDEMNITY/DAMAGES**

(Omitted).

**COMPLIANCE WITH LAW AND RECORD KEEPING**

In the performance of all services to be provided hereunder, Contractor and Client agree to comply with all applicable permits, all applicable federal, state, county and municipal laws and ordinances and all lawful orders, rules, regulations and guidelines of any duly constituted authority, including but not limited to, social security and income tax withholding laws, unemployment compensation laws, environment, safety and health laws and manifesting requirements.

Contractor and its affiliates have obtained all necessary permits, license, zoning and other federal, state or local authorizations required to perform services hereunder and, upon request of Client. Contractor shall furnish copies thereof to Client.

Contractor and Client shall keep and retain adequate books and records and other documentation including personnel records, correspondence, instructions, plans, receipts, vouchers, copies of all manifests, tracking records and any other records or reports or memoranda, consistent with and for the periods required by applicable regulatory requirements and guidelines pertaining to performance of the services required by this Agreement.

**INDEPENDENT CONTRACTOR**

Contractor's relationship with Client under this Agreement shall be that of independent contractor. Contractor is to exercise its own discretion on the method and manner of performing its duties, and Client will not exercise control over Contractor or its employees except insofar as may be reasonably necessary to ensure performance and compliance with this Agreement. The employees, methods, equipment and facilities used by Contractor shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate Contractor, or any of its employees, agents, joint ventures or partners of Client.

Client acknowledges and agrees that the scope of work may be performed in whole or in part by subcontractors selected by Contractor.

**AMENDMENT AND WAIVER**

Except as otherwise provided in Article III, this Agreement may be amended from time to time only by an instrument in writing signed by the parties to this Agreement at any time of such amendment. No provision of this Agreement can be waived except by a written instrument signed by the party waiving such provision, nor shall failure to object to any breach of a provision of this Agreement waive the right to object to a subsequent breach of the same or any other provision.

**ENTIRE AGREEMENT**

This Agreement (including any attachments, exhibits, and amendments hereto) constitutes the entire understanding between the parties hereto, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

**GOVERNING LAW / MISCELLANEOUS PROVISIONS**

This Agreement shall be governed by and construed in accordance with the laws of Utah. If any of the conditions of the Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect, and be binding upon Contractor and Client. Contractor and Client agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Amy Strouthopoulos, Pavement Management Supervisor

**DESCRIPTION:** Amendment No. 1 to the Jones Road Improvements Project Contract with Matrix Design Group, Inc. for an Amount not to Exceed $149,170.00 and a Time Extension of Six Months, Douglas County Project Number CI 2025-029.

**SUMMARY:** Jones Road serves as an east-west thoroughfare in the southeast portion of the county. This is a gravel road that has been identified by the High Priority Gravel Road Paving Program as a paving candidate.

This project will extend from Highway 83 to S. East Cherry Creek Road. The scope of this project includes paving a roughly 3.3-mile section and implementing drainage improvements. The project will be constructed in two phases.

The project is currently under design and engineers have identified potential issues that require additional testing, inspection and design work.

This amendment adds $149,170.00 to the contract, bringing the new total contract amount to $495,550.00 and adds six months time.

Funding for the full amount of $149,170.00 for this amendment will come from Business Unit 800117.473100 in Fund 230.

**RECOMMENDED ACTION:** Approval of Amendment No. 1 to the Jones Road Improvements Project contract with Matrix Design Group, Inc. for an amount not to exceed $149,170.00 and a time extension of six months, Douglas County Project Number CI 2025-029.

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/12/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
Contract Amd - Matrix Design Group-Amend 1-Jones Rd Improvements-Amy S CI2025-029

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Amy Strouthopoulos, Pavement Management Supervisor

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**SUMMARY:**

Jones Road serves as an east-west thoroughfare in the southeast portion of the county. This is a gravel road that has been identified by the High Priority Gravel Road Paving Program as a paving candidate.

This project will extend from Highway 83 to S. East Cherry Creek Road. The scope of this project includes paving a roughly 3.3-mile section and implementing drainage improvements. The project will be constructed in two phases.

The project is currently under design and engineers have identified potential issues that require additional testing, inspection and design work.

This amendment adds $149,170.00 to the contract, bringing the new total contract amount to $495,550.00 and adds six months time.

Funding for the full amount of $149,170.00 for this amendment will come from Business Unit 800117.473100 in Fund 230.

**RECOMMENDED ACTION:** Approval of Amendment No. 1 to the Jones Road Improvements Project contract with Matrix Design Group, Inc. for an amount not to exceed $149,170.00 and a time extension of six months, Douglas County Project Number CI 2025-029.

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/12/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Contract Amd - Matrix Design Group-Amend 1-Jones Rd Improvements-Amy S CI2025-029

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**JONES ROAD IMPROVEMENTS PROJECT**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-029**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: 2025833**
**ACCOUNT NUMBER: 800117.473100**

**THIS AMENDMENT** is entered into as of this _____ day of _____, 2026, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the "County"), and Matrix Design Group, Inc. (the "Consultant").

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services dated September 2, 2025 (the "Contract"); and

**WHEREAS**, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of **$346,380.00.** Compensation for the additional work associated with this Amendment Number One (1) shall be **$149,170.00**; and

**WHEREAS**, the County and the Consultant desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Consultant, by adding additional scope of work and payment terms, and extending the Term; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

"**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 $495,550.00. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: $ 149,170.00**

**PREVIOUSLY APPROVED PCS REVISIONS: $ 0.00**

**TOTAL FOR ALL PCS REVISIONS (TO DATE): $ 149,170.00**

**TOTAL FOR ORIGINAL PCS: $ 346,380.00**

**GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: $ 495,550.00**

**ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.**

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**JONES ROAD IMPROVEMENTS PROJECT**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-029**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: 2025833**
**ACCOUNT NUMBER: 800117.473100**

2. Section 5 of the Contract is hereby amended to read:

**"Term.** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on August 28, 2025 and terminate at 12:00 a.m. on September 30, 2026. 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."

3. **Exhibit A** of the Contract is hereby amended by adding the additional work contained in the attached Exhibit A-1, incorporated herein by this reference.

4. **Exhibit B** of the Contract is hereby amended by adding the payment terms related to the additional work contained in the attached Exhibit B-1, incorporated herein by this reference.

5. The remainder of the Contract shall remain in full force and effect.

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**JONES ROAD IMPROVEMENTS PROJECT**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-029**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: 2025833**
**ACCOUNT NUMBER: 800117.473100**

**IN WITNESS WHEREOF**, the County and Consultant have executed this Amendment as of the date first above written.

**MATRIX DESIGN GROUP, INC.**

**BY:**_____

**TITLE:**_____

**DATE:**_____

**Signature of Notary Public Required:**

**STATE OF _____ )**
**) ss.**
**COUNTY OF _____ )**

**The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.**

**Witness my hand and official seal**

_____
**Notary Public**

**My commission expires: _____**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

_____
**GEORGE TEAL, CHAIR Date**

**APPROVED AS TO CONTENT:**

_____
**DOUGLAS J. DEBORD Date**
**COUNTY MANAGER**

**ATTEST**

_____
**Deputy Clerk Date**

**DEPARTMENT OF PUBLIC WORKS:**

_____
**JANET HERMAN, P. E. Date**
**Director of Public Works**

**APPROVED AS TO FISCAL CONTENT:**

_____
**CHRISTIE GUTHRIE Date**
**Director of Finance**

**APPROVED AS TO LEGAL FORM:**

_____
**CHRIS PRATT Date**
**Senior Assistant County Attorney**

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**JONES ROAD IMPROVEMENTS PROJECT**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-029**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: 2025833**
**ACCOUNT NUMBER: 800117.473100**

**PROJECT MANAGER REQUIRED TO COMPLETE:**

**Name of Contact at Consultant's Place of Business: JAMES L. PRICE, P.E.**

**Email Address of Contact: Jamie_Price@matrixdesigngroup.com**

**Phone # of Contact: 303-572-0200**

**Address of Contact: 707 17th Street, Suite 3150**
**Denver, CO 80202**

## Exhibit A – Additional Scope of Services –

Matrix will provide the following additional scope of services for this project:

**Task 1A – Additional Project Coordination**

Matrix will provide additional project coordination for the project, including oversight of the alternatives analysis and extended Phase 2 design period.

**Task 5A – Additional Preliminary Design**

Matrix provided an Alternatives Design Analysis for Jones Road through the Crowfoot Creek area to support the County in determination of a preferred alternative for reconstruction of Jones Road, including the Crowfoot Creek embankment and the road east of Crowfoot Creek through the forested area.

**Task 8 – Geotechnical Investigation & Analysis (KUMAR)**

As a Sub-consultant to Matrix, Kumar & Associates (Kumar) will provide a geotechnical investigation and analysis for Jones Road Phase 2. The investigation will include four (4) 20-foot deep borings at the Crowfoot Creek embankment and ten (10) 20-foot deep borings at 1000-foot spacing for Jones Road to East Cherry Creek Road. Kumar will provide recommendations for raising the existing embankment with engineered fill, with an alternative for retaining wall(s).

**Task 9 – Embankment Improvement/Modification Design**

Matrix will design improvements to the existing earthen embankment at Crowfoot Creek. For the purposes of this proposal, it is assumed that the existing embankment will be modified and raised in elevation using engineered fill or through new mechanically stabilized engineered (MSE) retaining walls. For the fee estimate, Matrix has assumed that an MSE wall will be required. The type of MSE wall will be agreed upon by the County and Matrix prior to design.

We will work with our subconsultant, Kumar, to develop the recommended alternative which will be based on the geotechnical investigation of the existing earthen materials, availability of new engineered fill, new roadway geometrics, floodplain requirements, and state requirements (if determined to be a jurisdictional dam).

**Task 10 - Structural Inspection & Rehabilitation Recommendations (existing outlet structure)**

Matrix will perform a structural inspection of the existing storm outlet structure at Crowfoot Creek. The purpose of the inspection is to determine recommendations for rehabilitation of the structure. The Matrix structural inspection team will coordinate the work with the County's maintenance team, after best efforts to clear the existing structure of sediment. A separate inspection and recommendations report will be prepared for the County's review.

**Task 11 – Existing Culvert Rehabilitation & New Culvert Design**

Matrix will provide plans and specifications for the rehabilitation of the existing outlet structure, as supported by the investigations to be performed under Task 10.

Matrix will also design a new culvert at Crowfoot Creek to accommodate additional stormwater flows, assumed to be at or above the existing outlet elevation to provide additional protection of the roadway embankment. The outlet structure rehabilitation and new culvert design will be

coordinated with the State Engineer's office if the embankment is determined to be a jurisdictional dam.

For the fee estimate, Matrix has assumed the culvert design will not include any water rights diversion design. We are also assuming the County will lead coordination and engagement with landowners and water rights holders.

**Task 12 – Jurisdictional Dam Determination & Coordination**

The Matrix Water Resources team will coordinate with the State Engineer's Division of Water Resources (DWR) Dam Safety team to determine if the existing and/or proposed alternative roadway embankment along Jones Road at Crowfoot Creek is a jurisdictional dam or not. It is anticipated that a report and application for jurisdictional determination will need to be submitted for review. For the fee estimate, Matrix has assumed two submissions and reviews with State Engineers to determine if the existing and/or proposed alternatives are jurisdictional.

If the existing and/or proposed embankment is determined to be a jurisdictional dam, Matrix will continue to coordinate with the State Engineer's office to establish a pathway through final design. Final design of a jurisdictional dam along the roadway embankment will require additional scope and fee. For this fee estimate, Matrix has assumed that water rights considerations are not included in this coordination with State Engineers.

**Task 13 – Right-of-Way Acquisition Support Services (TRS)**

As a Sub-consultant to Matrix, TRS Consultants will provide right-of-way acquisition support services to Douglas County, for the reconstruction of Jones Road, Phase 2. For the purposes of this proposal, it is assumed that two (2) permanent slope easements and four (4) temporary construction easements will be needed for this project.

# Exhibit B-1

| | | | PM | QC | Structural | | | Civil Engineeirng | | Water Resources | | | SUB | SUB |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DOUGLAS COUNTY | | | Jamie | Kevin | Angus | Ken | Matt | Miranda | Alec | Drew | Bennet | | Geotech | ROW |
| Exhibit B - Jones Road | | | Price | Lardner | Campbell | Schneider | Kelly | Johnson | Rodden | Beck | Madigan | | KUMAR | TRS |
| 12-Jan-25 | | SUMMARY | $ 275.00 | $ 260.00 | $ 210.00 | $ 160.00 | $ 130.00 | $ 180.00 | $ 140.00 | $ 275.00 | $ 180.00 | | 1 | 1 |
| Task 1A | Additional Project Coordination | $ 20,280.00 | 40 | 16 | | | | 16 | 16 | | | | | |
| Task 5A | Additional Prelminary Design | $ 18,860.00 | 16 | 8 | | | | 8 | 60 | 4 | 8 | | | |
| Task 8 | Geotechnical Investigation & Analysis | $ 14,730.00 | | | | | | | | | | | $14,730 | |
| Task 9 | Embankment Analysis & Design | $ 27,320.00 | 8 | 16 | 24 | 40 | 8 | 16 | 40 | | | | | |
| Task 10 | Structural Inspection & Recommendation | $ 6,600.00 | | 2 | 24 | | 8 | | | | | | | |
| Task 11 | Culvert Rehabilitation & Design | $ 14,160.00 | 4 | 4 | 12 | 8 | 24 | 8 | 8 | 4 | 8 | | | |
| Task 12 | Jurisdictional Dam Determination & Coordination | $ 15,220.00 | 4 | 4 | | | | 16 | 16 | 8 | 32 | | | |
| Task 13 | ROW Acquisition Support Services | $ 30,000.00 | | | | | | | | | | | | $30,000 |
| | Total Number of Task Hours | 538 | 72 | 50 | 60 | 48 | 40 | 64 | 140 | 16 | 48 | 0 | | |
| | Total Task Cost | $147,170.00 | $19,800.00 | $13,000.00 | $12,600.00 | $7,680.00 | $5,200.00 | $11,520.00 | $19,600.00 | $4,400.00 | $8,640.00 | $0.00 | $14,730 | $30,000 |
| | TASK BUDGET SUBTOTAL | $147,170.00 | | | | | | | | | | | | |
| | Miscellenous Expenses | $2,000.00 | | | | | | | | | | | | |
| | TOTAL BUDGET REQUEST: | $149,170.00 | | | | | | | | | | | | |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Amy Strouthopoulos, Pavement Management Supervisor

**DESCRIPTION:** Amendment No. 1 to the Property Monument Replacement and Survey Support Project Contract with Aztec Consultants Inc. for an Amount not to Exceed $100,000.00 and a Time Extension of One Year, Douglas County Project Number CI 2025-005.

**SUMMARY:** The Property Monument Replacement and Survey Support Project contract with Aztec Consultants Inc. provides professional services which include surveying services for monument location and replacement, and survey support, associated with the pavement contract maintenance projects. Aztec was selected based on an RFQ in 2025.

This amendment adds $100,000.00 to the contract, bringing the new total contract amount to $196,700.00, as well as one year time to continue to provide services.

Funding for the full amount of $100,000 for this amendment will come from Business Unit 800100.478100 in Fund 200.

**RECOMMENDED ACTION:** Approval of Amendment No. 1 to the Property Monument Replacement and Survey Support Project Contract with Aztec Consultants Inc. for an amount not to exceed $100,000.00 and a time extension of one year, Douglas County Project Number CI 2025-005.

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/12/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
Contract Amend 1 - Aztec Property Monument Repl and Survey Support-Amy S CI2025-005

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Amy Strouthopoulos, Pavement Management Supervisor

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**RECOMMENDED ACTION:** Approval of Amendment No. 1 to the Property Monument Replacement and Survey Support Project Contract with Aztec Consultants Inc. for an amount not to exceed $100,000.00 and a time extension of one year, Douglas County Project Number CI 2025-005.

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/12/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Contract Amend 1 - Aztec Property Monument Repl and Survey Support-Amy S CI2025-005

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**2025 PROPERTY MONUMENT REPLACEMENT AND SURVEY SUPPORT PROJECT**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-005**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: 2025144**
**ACCOUNT NUMBER: 800100.478100**

**THIS AMENDMENT** is entered into as of this _____ day of _____, 2026, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (the "County"), and Aztec Consultants Inc. (the "Consultant").

**WHEREAS**, the County and the Consultant entered into a certain Public Contract for Services dated February 5, 2025 (the "Contract"); and

**WHEREAS**, the County and the Consultant originally agreed to a Maximum Contract Expenditure for services in the amount of **$96,700.00.** Compensation for the additional work associated with this Amendment Number One (1) shall be **$100,000.00**; and

**WHEREAS**, the County and the Consultant desire to amend the Contract by increasing the Maximum Contract Expenditure which may be paid to the Consultant, by adding additional payment terms, and extending the Term; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

"**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 $196,700.00. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**THE COST OF THIS ADDITIONAL WORK SHALL NOT EXCEED: $ 100,000.00**

**PREVIOUSLY APPROVED PCS REVISIONS: $ 0.00**

**TOTAL FOR ALL PCS REVISIONS (TO DATE): $ 100,000.00**

**TOTAL FOR ORIGINAL PCS: $ 96,700.00**

**GRAND TOTAL INCLUDING ALL PCS REVISIONS SHALL NOT EXCEED: $ 196,700.00**

**ACTUAL TIME AND MATERIALS FOR SERVICES PROVIDED SHALL BE BILLED MONTHLY.**

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**2025 PROPERTY MONUMENT REPLACEMENT AND SURVEY SUPPORT PROJECT**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-005**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: 2025144**
**ACCOUNT NUMBER: 800100.478100**

2. Section 5 of the Contract is hereby amended to read:

**"Term.** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on February 12, 2025 and terminate at 12:00 a.m. on December 31, 2026. 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."

3. **Exhibit B** of the Contract is hereby amended by adding the payment terms related to the work performed after execution of this Amendment is contained in the attached Exhibit B-1, incorporated herein by this reference.

4. The remainder of the Contract shall remain in full force and effect.

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**2025 PROPERTY MONUMENT REPLACEMENT AND SURVEY SUPPORT PROJECT**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-005**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: 2025144**
**ACCOUNT NUMBER: 800100.478100**

**IN WITNESS WHEREOF**, the County and Consultant have executed this Amendment as of the date first above written.

**AZTEC CONSULTANTS, INC.**

**BY:**_____

**TITLE:**_____

**DATE:**_____

**Signature of Notary Public Required:**

**STATE OF _____ )**
**) ss.**
**COUNTY OF _____ )**

**The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.**

**Witness my hand and official seal**

_____
**Notary Public**

**My commission expires: _____**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

_____
**GEORGE TEAL, CHAIR Date**

**APPROVED AS TO CONTENT:**

_____
**DOUGLAS J. DEBORD Date**
**COUNTY MANAGER**

**ATTEST**

_____
**Deputy Clerk Date**

**DEPARTMENT OF PUBLIC WORKS:**

_____
**JANET HERMAN, P. E. Date**
**Director of Public Works**

**APPROVED AS TO FISCAL CONTENT:**

_____
**CHRISTIE GUTHRIE Date**
**Director of Finance**

**APPROVED AS TO LEGAL FORM:**

_____
**CHRIS PRATT Date**
**Senior Assistant County Attorney**

**AMENDMENT TO PUBLIC CONTRACT FOR SERVICES**
**2025 PROPERTY MONUMENT REPLACEMENT AND SURVEY SUPPORT PROJECT**
**DOUGLAS COUNTY PROJECT NUMBER CI 2025-005**
**AMENDMENT NUMBER ONE (1)**
**PURCHASE ORDER NUMBER: 2025144**
**ACCOUNT NUMBER: 800100.478100**

**PROJECT MANAGER REQUIRED TO COMPLETE:**

**Name of Contact at Consultant's Place of Business: Daniel E. Davis, PLS**

**Email Address of Contact: ddavis@aztecconsultants.com**

**Phone # of Contact: 303-713-1898**

**Address of Contact: 300 East Mineral Avenue, Suite 1**
**Littleton, CO 80122**

# Exhibit B-1

| ITEM NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | COST |
|---|---|---|---|---|---|
| 1 | PROJECT MANAGER | 30 | HR | $140.00 | $4,200.00 |
| 2 | EXISTING MONUMENT SURVEY | 50 | CR-HR | $200.00 | $10,000.00 |
| 3 | REESTABLISH/SET NEW MONUMENT | 1000 | EA | $50 | $50,000.00 |
| 4 | FILE LAND SURVEY PLAT | 5 | EA | $500 | $2,500.00 |
| 5 | F/A MINOR CONTRACT REVISIONS | 1 | F/A | $33,300.00 | $33,300.00 |
| | | | | TOTAL | $100,000.00 |

AZTEC CONSULTANTS, INC.

# CHARGE RATE SCHEDULE – 2026

| | | |
|---|---|---|
| **OFFICE SURVEY:** | Principal | $150.00/hour |
| | Manager, PLS | $140.00/hour |
| | Project Surveyor | $130.00/hour |
| | Survey Technician | $120.00/hour |
| | Administrative Technician | $75.00/hour |
| | Expert Witness | $250.00/hour |
| **FIELD SURVEY:** | Survey Crew | $200.00/hour |
| **GIS SERVICES:** | Coordinator | $140.00/hour |
| | Associate | $130.00/hour |
| | Technician | $120.00/hour |

**SERVICES AND EXPENSES:**

| | |
|---|---|
| Legal Descriptions & Exhibits (Each) | $1,000 (Min.) |
| Sub Consultants | Cost + 15% |
| Delivery (Mail, FEDEX, Courier) | Cost + 15% |
| Reproductions | Cost + 15% |
| Per Diem (per person/ per day) | $275.00 |
| Mileage - Outside local area | $0.66/mile |

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Dan Roberts, P.E., Asst. Public Works Director - PW Operations

**DESCRIPTION:** Public Contract for Services for Biochar Consulting Services Related to the Douglas County Biochar Facility with Carbon Dynamics LLC for an Amount not to Exceed $75,000.00.

**SUMMARY:** Carbon Dynamics LLC is part of a team selected under RFEI No. 29-94, Biomass Processing Facility to assist the County in development of its new Biochar Facility.

The Douglas County Biochar Facility is scheduled for construction in 2026 and is planned to be operational in August 2026. Carbon Dynamics will provide consulting services including technical consultation, certification assistance, public outreach and education, market development, standards conformance and other related services.

Funding for this project will come from Business Unit 870077, in Fund 200, in the amount of $75,000.00.

**RECOMMENDED ACTION:** Approval of a Public Contract for Services for Biochar Consulting Services related to the Douglas County Biochar Facility with Carbon Dynamics LLC for an amount not to exceed $75,000.00

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
PCS with Carbon Dynamics LLC for Biochar Consulting Services 12.26.2025

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Dan Roberts, P.E., Asst. Public Works Director - PW Operations

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**RECOMMENDED ACTION:** Approval of a Public Contract for Services for Biochar Consulting Services related to the Douglas County Biochar Facility with Carbon Dynamics LLC for an amount not to exceed $75,000.00

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/11/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

PCS with Carbon Dynamics LLC for Biochar Consulting Services 12.26.2025

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the "Contract") is made and entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **CARBON DYNAMICS, LLP** authorized to do business in Colorado (the "Consultant").

## RECITALS

**WHEREAS**, the County is undertaking certain activities for planning, development, construction and operation of Project CI2025-033, Douglas County Biochar Initiative; and

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

**WHEREAS**, the Consultant 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:** Jared Tanaka, (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

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

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 Consultant's compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant 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 Consultant 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 Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant 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 Seventy-Five Thousand Dollars ($75,000.00) for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. 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 this Contract shall commence as of 12:01 a.m. on January 1, 2026, and terminate at 12:00 a.m. on January 1, 2027. 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 Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Consultant 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 Consultant 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 Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

**8a. INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant 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 Consultant 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. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

**8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**11. ASSIGNMENT:** The Consultant 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 Consultant 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 Consultant hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Consultant 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 Consultant 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 Consultant in connection with this Contract shall be the property of the County.

**14. ASSIGNMENT OF COPYRIGHTS:** The Consultant 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 Consultant 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 Consultant 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 Consultant pursuant to this Contract shall become the County's property. The Consultant 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 Consultant 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 Consultant.

**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 Consultant to: | Jared Tanaka<br>Douglas County Department of Public Works<br>100 Third Street, Suite 220<br>Castle Rock, CO 80104<br>(303) 660-7490 |
| with a copy to: | E-mail: jtanaka@douglas.co.us<br><br>Douglas County Attorney's Office<br>100 Third Street<br>Castle Rock, CO 80104<br>(303) 660-7414<br>E-mail: attorney@douglas.co.us |
| and by the County to: | Carbon Dynamics, LLP<br>2445 B St<br>Lincoln, NE 68502<br>Attn: Nash Leef, Member<br>Phone: (303) 817-0189<br>E-mail: nash@flatwaterbiochar.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 Consultant 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 Consultant 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 this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant 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 Consultant, 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 Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant'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, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

**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:

1st This Contract, Sections 1 through 28
2nd Request for Proposal (if applicable)
3rd Exhibit C- Insurance Requirements

4th Exhibit A- Scope of Services
5th Exhibit B- Method of Payment
6th Response to Request for Proposal (if applicable).

**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 AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement 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 Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant 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 Consultant's insurance coverage during the term of this Contract.

**27. COUNTY EXECUTION OF AGREEMENT:** 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 such 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 against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

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

**CARBON DYNAMICS LLP**

**BY:_____** **ATTEST: (if a corporation)**

**Printed Name_____** **_____**

**Title:_____** **Title:_____**

**DATE:_____**

**Signature of Notary Public Required:**

**STATE OF _____ )**
**) ss.**
**COUNTY OF _____ )**

**The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____.**

**Witness my hand and official seal**

**_____**
**Notary Public**

**My commission expires: _____**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

**_____**
**, CHAIR Date**

**APPROVED AS TO CONTENT:**

**_____**
**DOUGLAS J. DEBORD Date**
**COUNTY MANAGER**

**ATTEST**

**_____**
Deputy Clerk **Date**

**DEPARTMENT OF PUBLIC WORKS ENGINEERING:**

**_____**
**JANET HERMAN, P. E. Date**
**Director of Public Works**

**APPROVED AS TO FISCAL CONTENT:**

**_____**
**CHRISTIE GUTHRIE Date**
**Director of Finance**

**APPROVED AS TO LEGAL FORM:**

**_____**
**CHRIS PRATT Date**
**Senior Assistant County Attorney**

EXHIBIT A

**SCOPE OF SERVICES:**
**DOUGLAS COUNTY BIOCHAR PROGRAM**
**CARBON DYNAMICS, LLC**

**Overview:**

Douglas County has selected Carbon Dynamics, LLC to perform a variety of tasks associated with providing consulting services primarily related to the Douglas County Biochar Program. These consultant services will be performed utilizing this on-call task order contract for **Douglas County Project Number CI 2025-033**.

**Implementation:**

Tasks are expected to include (but are not limited to):

1. Site and Construction Support:
    - Aid in designing and constructing sites, equipment setup, operations, and resolving issues during construction and startup.
2. Biochar Certification Assistance:
    - Acquire and maintain biochar certifications, including carbon crediting, Organic Certification, IBI Certification, and other required labels, on behalf of Douglas County.
3. Technical Consultation:
    - Provide technical support for County operations using biochar, including integration into composting operations, watershed projects, tree planting, and public gardens.
4. Public Outreach and Education:
    - Assist Douglas County and partners in educating the public about biochar.
5. Market Development:
    - Support in developing markets for biochar products.
6. Marketing Collaboration:
    - Collaborate on creating marketing materials and establishing sales channels, including packaging, co-composting, and bulk sales.
7. Sales and Revenue Forecasting:
    - Assist in developing sales and revenue forecasts.
8. Carbon Credit Strategy:

- Development of strategies for carbon credit conformance and sales.

9. Biochar Standards Conformance:
    - Assist in adherence to biochar standards.
10. Additional Assistance:
    - Provide other requested assistance as approved.

**Task Order Contract**

All professional services under this contract will require written authorization from the County for each individual task order assigned to the Consultant. At the time this contract will be executed, there are no known tasks, therefore, the following general process will be used to authorize each individual task order associated with this contract:

(1) The County may elect to authorize the Consultant to perform various tasks by issuing one or more specific task orders. Each task order needs to be mutually agreed to in writing by both the County and Consultant authorized representatives, and this will typically be done via email.

(2) The County will contact the Consultant to discuss the assignment and their availability, either by telephone, email or by conducting a formal meeting to discuss each specific task order. Some task orders may require a field inspection to assess the assignment and for the Consultant to render a professional opinion.

(3) The Consultant shall be compensated for working with the County during the initial assessment and for developing / preparing a detailed scope for work when requested in writing by the County.

(4) The total amount of billable work shall not exceed $10,000 per calendar month, without written approval from the County. It shall be the Consultant's responsibility to track the value of work completed and to notify the County when it is anticipated that the monthly value of work completed is expected to exceed $10,000.

(5) For all individual task orders, the Consultant shall provide a maximum price and a schedule to the County for completing the anticipated professional services. The County will work with the Consultant to define a mutually agreeable schedule for completing the work for each individual task order. No work will occur until the County has agreed to the maximum price and schedule in writing. The Consultant will complete tasks as requested by the County within the time frame established for each individual task order.

**Additional Roles and Responsibilities**

The County: The County will review materials submitted by the Consultant, monitor the Consultant's work and progress in meeting established deadlines and deliverables, and review and approve monthly invoices pertaining to this work. The Consultant will prepare monthly invoices, and monthly progress reports for each individual task order. The Consultant's Standard Hourly Billing Rates shall be in accordance with those shown in **Exhibit B**.

The Consultant may request that the County approve an increase in the Standard Hourly Billing Rates beginning on January 1st for any multi-year contract. Hourly billing rate increase requests should be associated with hourly rate adjustments reflecting annual salary increases and other normal business operating expenses; and reasonable requests will not be unreasonable withheld by the County.

The County anticipates that the initial contract will be amended for consultant services provided in 2026; and may also be amended in 2026 for additional services. Contract amendments will be based on the Consultant's performance and availability of funding.

EXHIBIT B

CARBON DYNAMICS, LLC

Schedule of Rates

| Description | Hourly Rate |
|---|---|
| Biochar Consultant | $150.00 |

Chargeable Expenses

| | |
|---|---|
| Travel | Actual Cost |
| Other Miscellaneous Project Expenses | Actual Cost |

## Exhibit C

## INSURANCE REQUIREMENTS

CONSULTANT or 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 Consultant, 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): 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 CONSULTANT or 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 CONSULTANT or CONTRACTOR's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; 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 agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

**OTHER INSURANCE PROVISIONS:**

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

**Additional Insured Status. Douglas 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 CONSULTANT or 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 CONSULTANT or 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 **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR's insurance.

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

**Waiver of Subrogation.** CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The CONSULTANT or 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. Douglas County may require the CONSULTANT or 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 Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas 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 Douglas 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 Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

**Verification of Coverage.** CONSULTANT or CONTRACTOR shall furnish Douglas 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 Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas 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 CONSULTANT or 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 Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination 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

**Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

**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 Douglas County may immediately terminate this contract.

**Governmental Immunity**. The parties hereto understand and agree that Douglas County is relying on, and does 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 from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances**
Douglas 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.

_____

Megan Datwyler, Risk Manager Date

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Janet Peterson, Engineering Agreements Technician

**DESCRIPTION:** Resolution Approving the Draw in the Amount of $241,217.37 on Irrevocable Letter of Credit No. 18134339-00-000, issued by PNC Bank, N.A., In Connection with Cielo Filing 1, Model Lot Phase Warranty Performance Security, Douglas County Project Number DV 2021-313

**SUMMARY:** In accordance with the Subdivision Improvements Agreement (SIA) dated September 15, 2016, for Cielo Filing 1, the owner, Toll Southwest, LLC are responsible for posting and maintaining security for the warranty performance improvements for this project; therefore, security must remain valid until the Engineering Division has inspected and granted Full Term Maintenance of all public improvements of the project.

The Letter of Credit (No. 18134339-00-000 - $241,217.37 - PNC Bank, N.A.) has an expiration date of March 11, 2026. The developer has been notified (by FedEx 01/23/2026) to extend the Letter of Credit. To date, Engineering has not received the amendment to the Letter of Credit. The County will not draw upon this Letter of Credit if the amendment is received prior to the expiration date of March 11, 2026.

**RECOMMENDED ACTION:** Approval of a resolution to draw upon Irrevocable Letter of Credit No. 18134339-00-000, in the amount of $241,217.37, no later than March 11, 2026. The County shall hold the funds until full-term maintenance has been granted in accordance with the SIA.

**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/5/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
Warranty Resolution - PNC Bank - Cielo Filing 1
Warranty Letter - Cielo Filing 1

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Janet Peterson, Engineering Agreements Technician

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**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/5/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Warranty Resolution - PNC Bank - Cielo Filing 1
Warranty Letter - Cielo Filing 1

**RESOLUTION NO. R-026-**

**THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO**

**A RESOLUTION APPROVING THE DRAW IN THE AMOUNT OF $241,217.37 ON IRREVOCABLE LETTER OF CREDIT NO. 18134339-00-000 ISSUED BY PNC BANK, N.A. IN CONNECTION WITH THE MODEL LOT PHASE WARRANTY IMPROVEMENTS FOR CIELO FILING 1, EXECUTED BY TOLL SOUTHWEST, LLC,**

***WHEREAS,*** on March 11, 2021, PNC Bank, N.A. issued its Irrevocable Letter of Credit No. 18134339-00-000 ("LOC"), and subsequent amendments, in the amount of $241,217.37; and

***WHEREAS,*** said Letter of Credit was issued at the request of Toll Southwest, LLC ("Developer"), as Model Lot Phase Warranty Performance Improvements security, of its obligations under the Subdivision Improvements Agreement ("SIA"), for Project No. DV2021-313; and

***WHEREAS***, said Letter of Credit will expire on March 11, 2026, and, under the terms and conditions of the Subdivision Improvements Agreement ("SIA"), security must remain valid and in full force and effect until all public improvements have been accepted and approved for final acceptance by Douglas County; and

***WHEREAS***, Douglas County's Engineering Division has determined that those obligations of Toll Southwest, LLC have not been fulfilled; and

***WHEREAS,*** Toll Southwest, LLC is in default in the performance of its obligations under the SIA; and

***WHEREAS,*** Toll Southwest, LLC was provided with a minimum of fourteen days' written notice of Douglas County's intention to draw on said Letter of Credit; and

***WHEREAS***, Toll Southwest, LLC was provided timely notice of the hearing on this matter; and

***WHEREAS***, the Board of County Commissioners has concluded that in order to maintain its security for the performance of the obligations of Toll Southwest, LLC, under the terms of the SIA, it must draw on said Irrevocable Letter of Credit No. 18134339-00-000, in the amount of $241,217.37 now, therefore,

**BE IT RESOLVED** by the Board of County Commissioners of the County of Douglas, State of Colorado, that the Chair or Vice Chair of the Board of County Commissioners is authorized and directed to draw on said Irrevocable Letter of Credit No. 18134339-00-000, issued by PNC Bank, N.A., the amount of $241,217.37, and to execute any statement, draft, or other documents necessary to accomplish said draw on or before March 11, 2026; now, therefore,

**BE IT FURTHER RESOLVED**, in the event that Toll Southwest, LLC extends said Irrevocable Letter of Credit to March 11, 2027, before such draw is made, this resolution shall have no further effect and such draw on said Irrevocable Letter of Credit shall not be made.

**PASSED AND ADOPTED** this _____ day of February 2026, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS**
**OF THE COUNTY OF DOUGLAS, COLORADO**

**BY:_____**
**Chair**

**ATTEST:**

**_____**
**Hayley Hall, Clerk to the Board**

January 23,2026

Toll Southwest, LLC
C/O First Huntingdon Finance Corporation
1140 Virginia Drive
Fort Washington, PA 19034

File No.: DV2021-313

**RE: Expiration of Letter of Credit No. 18134339-00-000 – Cielo Filing 1, Model Lot Phase - Warranty Performance Security.**

To Whom It May Concern:

Please be advised that the letter of credit in the amount of $241,217.37 held as Model Lot Phase Warranty Performance security for the above referenced project expires on **March 11, 2026.** This letter of credit should be amended to extend the expiration date for at least a **one-year period** and submitted to this office no later than *March 10, 2026.* It is the policy of Douglas County to maintain current security for all projects *until the improvements have been inspected and approved for final release* by the Engineering Inspections Division.

***We must hear from you by February 16, 2026, or the matter will be heard before the Board of County Commissioners at the regular business meeting on February 17, 2026, for board resolution to approve the process to draw upon the letter of credit and hold the funds until completion of the project.***

Per the terms and conditions of the Subdivision Improvements Agreement, dated September 15, 2016, security must remain in full force and effect until such time as the improvements have been inspected and approved for final release by Douglas County Engineering.

Please forward all correspondence concerning the letter of credit to my attention.

Sincerely,

Janet Peterson
Engineering Agreements Technician

Attachments

C: Janet Herman, P.E., Public Works Director
Zeke Lynch, P.E., Assistant Director Public Works Engineering
Toll Southwest, LLC, Madison Back, Land Development Manager
7100 E. Belleview Ave. # 200, Greenwood Village, CO 80111
PNC Bank, N.A., International Trade Product Delivery, 500 First Ave., 2nd Floor
Mail Stop P7-PFSC-02-T, Pittsburgh, PA 15219
File

PNC Bank, National Association
International Trade Product Delivery
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Client Care: 1-800-682-4689
SWIFT Address: PNCCUS33

PNC

DOUGLAS COUNTY
JAN 16 2025
ENGINEERING SERVICES

DATE: JANUARY 10, 2025

BENEFICIARY:
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

100 THIRD STREET
CASTLE ROCK, CO 80104

ATTENTION: PUBLIC WORKS ENGINEERING
TECHNICIAN, JANET
PETERSON

APPLICANT:
TOLL SOUTHWEST LLC
C/O FIRST HUNTINGDON FINANCE CORP.
1140 VIRGINIA DRIVE
FORT WASHINGTON, PA 19034

# AMENDMENT TO IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE: 18134339-00-000
AMENDMENT NUMBER: 5

WE HEREBY AMEND OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 18134339-00-000 AS FOLLOWS:

THE EXPIRY DATE IS NOW TO READ: MARCH 11, 2026.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE PRODUCT DELIVERY



FORM 163918

# Transaction Record

FedEx

| TRACKING NO.: | SHIP DATE: | ESTIMATED SHIPPING CHARGES: |
|---|---|---|
| 888172698730 | Jan 23, 2026 | 9.36 USD |

## From address

**Douglas County**
Janet Peterson
100 Third Street
80104 CO Castle Rock
US
Phone: 3036636240
jlpeterson@douglas.co.us

## To address

**Toll Southwest, LLC**
Madison Back
7100 E. Belleview Ave., # 200
80111 CO GREENWOOD VILLAGE
US
Phone: 3036636240

## Package information

| Pieces | Weight | Dimensions (LxWxH) | Carriage value | Package options |
|---|---|---|---|---|
| 1 x | 1.00 lb | | | n/a |

**Packaging type:**
Your Packaging

**Service:**
FedEx Standard Overnight

**Pickup / drop-off type:**
I'll drop off my shipment at a FedEx location

## Billing information

| | | | |
|---|---|---|---|
| Bill transportation cost to: | ******155 | P.O. No.: | |
| Bill duties, taxes and fees to: | | Invoice No.: | |
| Your reference: | DV 16 195 | Department No.: | |

**Please note:** This transaction record is neither a statement nor an invoice, and does not confirm shipment tendered to FedEx or payment. FedEx will not be responsible for any claim in excess of $100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of $100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is $1000, e.g., jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits; Consult the applicable FedEx Service Guide for details. The estimated shipping charge may be different than the actual charges for your shipment. Differences may occur based on actual weight, dimensions, and other factors. Consult the applicable FedEx Service Guide or the FedEx Rate Sheets for details on how shipping charges are calculated.

FedEx

Learn about FedEx services and locations impacted by severe winter weather.

Tracking ID: 888172698730

Delivered
Monday, 1/26/26 at 11:49 AM

Signed for by: J.Vandenack

How was your delivery?

GPS delivery location

View more details

Obtain proof of delivery

Report missing package

**From**
Douglas County
100 Third Street
Castle Rock,CO US 80104

**To**
Toll Southwest, LLC
7100 E. Belleview Ave., # 200
ENGLEWOOD, CO US

**OUR COMPANY**
About FedEx
Our Portfolio
Investor Relations
Careers
FedEx Blog
Corporate Responsibility
Newsroom
Contact Us

**MORE FROM FEDEX**
FedEx Compatible
FedEx Developer Portal
FedEx Logistics

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Tom Kenny, Deputy Director of Emergency Management

**DESCRIPTION:** Public Contract for Services with Trans Aero LTD for Exclusive Use Helicopter Services for the Office of Emergency Management and Purchase Order for Approved $1,530,000.00 Budget Line Item.

**SUMMARY:** As a result of the anticipated dry conditions in and around Douglas County for 2026, the Douglas County Office of Emergency Management is requesting approval for a purchase order and renewal of Public Contract for Services with Trans Aero LTD for a maximum expenditure of $1,530,00.00, including a minimum 168-day Exclusive Use (EU) period. Trans Aero LTD was selected from eligible vendors and awarded a Public Contract for Services in 2023, following the County's open bid process and procedures. The awarded contract includes options to be extended annually for an additional four terms beyond the initial one-year contract, 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.

The 2026 contract amendment includes an option that enhances year-round helicopter support, called Modified Availability (MA). This option includes a provision to place the helicopter and crew on standby from Trans Aero headquarters, at reduced rates, during elevated fire potential periods that occur during the winter months.

With the $1,530,000.00 budget approval and maximum expenditure purchase order, OEM retains financial flexibility and discretion to order the contract helicopter back into Douglas County as needed, throughout the entire year.

**RECOMMENDED ACTION:** Approval of purchase order to Trans Aero LTD with a maximum expenditure limit of $1,530,000 and award extension of Public Contract for Services for Exclusive Use Helicopter Services for the Office of Emergency Management to cover the 168-day minimum Helicopter

Exclusive Use period for 2026.

**REVIEW:**

| | | |
|---|---|---|
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
2026 DC 3rd Amdt to PCS EU Trans Aero Ltd 01.29.26 Final

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Tom Kenny, Deputy Director of Emergency Management

**DESCRIPTION:** Public Contract for Services with Trans Aero LTD for Exclusive Use Helicopter Services for the Office of Emergency Management and Purchase Order for Approved $1,530,000.00 Budget Line Item.

**SUMMARY:** As a result of the anticipated dry conditions in and around Douglas County for 2026, the Douglas County Office of Emergency Management is requesting approval for a purchase order and renewal of Public Contract for Services with Trans Aero LTD for a maximum expenditure of $1,530,00.00, including a minimum 168-day Exclusive Use (EU) period. Trans Aero LTD was selected from eligible vendors and awarded a Public Contract for Services in 2023, following the County's open bid process and procedures. The awarded contract includes options to be extended annually for an additional four terms beyond the initial one-year contract, 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.

The 2026 contract amendment includes an option that enhances year-round helicopter support, called Modified Availability (MA). This option includes a provision to place the helicopter and crew on standby from Trans Aero headquarters, at reduced rates, during elevated fire potential periods that occur during the winter months.

With the $1,530,000.00 budget approval and maximum expenditure purchase order, OEM retains financial flexibility and discretion to order the contract helicopter back into Douglas County as needed, throughout the entire year.

**RECOMMENDED ACTION:** Approval of purchase order to Trans Aero LTD with a maximum expenditure limit of $1,530,000 and award extension of Public Contract for Services for Exclusive Use Helicopter Services for the Office of Emergency Management to cover the 168-day minimum Helicopter

Exclusive Use period for 2026.

**REVIEW:**

| | | |
|---|---|---|
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

2026 DC-3rd Amdt to PCS_EU - Trans Aero Ltd. 01.29.2026 FINAL

# THIRD (3rd) AMENDMENT TO PUBLIC CONTRACT FOR SERVICES

**THIS AMENDMENT TO PUBLIC CONTRACT FOR SERVICES** (the "Second Amendment") is made and entered into this _____day, of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and **TRANS AERO LTD.**, a Wyoming corporation registered to do business in Colorado (the "Contractor"). The County and the Contractor hereinafter collectively referred to as the "Parties" and individually to as a "Party."

## RECITALS

**WHEREAS**, the Parties entered into a certain Public Contract for Services dated (IFB#008-23) dated April 11, 2023, (the "Contract"); and

**WHEREAS**, the Parties originally agreed to a Maximum Contract Expenditure for services in the amount of $1,128,750.00; and

**WHEREAS**, the Parties amended the Contract on March 26, 2024, (the "First Amendment") by increasing the Maximum Contract Expenditure amount by $1,505,000.00 and extending the Term through 2024; and

**WHEREAS**, the Parties amended the Contract on January 27, 2025, (the "Second Amendment" by increasing the Maximum Contract Expenditure amount by $1,530,000.00, extending the Term through 2025; and

**WHEREAS**, the Parties would like to amend the Contract a third time by (i) increasing the Maximum Contract Expenditure amount by one million five hundred thirty thousand dollars and zero cents ($1,530,000.00) for continued services in the coming year as approved in the 2026 budget and for new Contract total in the amount of $5,693,750.00; (ii) extending the Term through 2026; and (iii) amending the scope of services exhibit; and

**WHEREAS**, the County has budgeted and appropriated the necessary funds to satisfy the financial obligations set forth in the Contract.

**NOW, THEREFORE**, the Parties hereto mutually agree as follows:

1. Section 4 of the Contract is hereby amended to read:

   **MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the total amount of funds appropriated for this Contract is **FIVE MILLION SIX HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS ($5,693,750.00)**. The funds appropriated for this Third Amendment is **ONE MILLION FIVE HUNDRED THIRTY THOUSAND DOLLARS AND ZERO CENTS ($1,530,000.00)** for

fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure."

2. Section 5 of the Contract is hereby amended to read:

   **TERM**: It is mutually agreed by the Parties that the term of this Amended Contract shall commence as of 12:01 a.m. on **April 12, 2023**, and terminate at 12:00 a.m. on **December 31, 2026**. This Contract, at the option of the County, may be renewed for one (1) or more successive terms if notice is given to the Contractor by the County on or before December 31, 2026, of the current term. 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.

3. Exhibit B-2 of the Contract is hereby replaced with the payment terms contained in the attached **Exhibit B-3**, incorporated herein by this reference for all services rendered after execution of this Third Amendment.

4. The remainder of the Contract shall remain in full force and effect.

(Remainder of Page Intentionally Blank)

**Exhibit B-2**
**METHOD OF PAYMENT**

Charges may be paid by the County from its emergency incident funds independent of the contract encumbrance set forth in paragraph 4 of the Contract, titled Maximum Contract Expenditure. Contractor will submit invoice for services, equipment, and mileage as provided in paragraph 6 in the Contract.

The County Reserves the right to make price/technical tradeoffs that are in the best interest and advantageous to the County. The County may reject any or all offers if such action is determined to be in the best interest of the County

1. **Item Number 1: Exclusive Use Helicopter Equipped with Tank and Bucket**
   Host Base: Douglas County Helibase
   Location: 8500 Moore Rd, Littleton, CO 80125
   MAP: Minimum of 168 Days, plus additional days if required based on weather conditions.
   New Fee Structure only applies to charges incurred AFTER January 1, 2026.

| **Exclusive Use, Type 2 Daily Availability and Flight Rate Offer** Complete for each offer helicopter | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | Unit Price | 2023 | 2024 | 2025 | 2026 | 2027 |
| N# | 205TA | EX Availability | $6,550 | $6,910 | $7,152 | $7,402 | $7,661 |
| Make | Bell | EX Flight Rate | $2,110 | $2,226 | $2,304 | $2,385 | 2,468 |
| Model | 205 A1++ | | | | | | |
| Type | Type II | ☑Bucket 324 Gal<br>☑Tank 350 Gal | | | | | |
| Equipped Weight | 6,567 | | | | | | |
| Attach Load Calculation: Enter allowable payload @ 7,000' MSL, 30 degrees Celsius, 1.5 hour of fuel and a 200lb. pilot. | | | | | | | |
| HIGE 1,688 | | HOGE 1,278 | | | HOGEJ 1,538 | | |

2. **Payment Procedures**
   a. All flight time, daily availability, and other authorized charges or deductions shall be recorded on an invoice. At the end of each day, data shall be entered and reviewed by the Douglas County Helicopter Manager and the Contractor's Representative.
   b. Approved invoices will be packaged electronically for payment on a biweekly basis for submission to Douglas County.
   c. Upon completion of the time for use or any extension thereof, final payment will not be made until all County-furnished property has been returned and a Contract Release form (as applicable) has been completed.

3. **Payment for Flight**
    a. Flight time will be computed in hours and tenths of hours as recorded by the collective activated flight hour meter (Hobbs) on the helicopter.
    b. Payment for flight time will be made only for Douglas County authorized flights.
    c. Douglas County does not guarantee any flight time on the Exclusive Use Contract.

4. **Payment for Availability**
    a. Payment of availability will be made at the applicable Daily Availability Offer Rate.
    b. The maximum amount of availability to be earned per day is the Daily Availability Offered Rate amount.
    c. Availability for helicopters and crewmembers (maximum 14 hours, single crew) will be ordered, measured, and recorded each day by the Douglas County Helicopter Manager.

5. **Extended Standby Hourly Rate**
    a. Extended Standby (that period over the first 9 hours of standby per day, per authorized crewmember) will be measured in hours (rounded to the next full hour and paid at the rate of $53.00 per hour when ordered by Douglas County and performed by the Contractor.
    b. The Contractor will not be compensated for Extended Standby when the aircraft is not available for immediate dispatch, except when authorized by Douglas County.

6. **Payment for Services in the Optional Use Period**
    a. Modified Availability, during the Optional Use Period, the County may request Modified Availability; the contractor will provide all contract requirements from the vendor base of operations to be available at the county's request.
        i. The County will provide the vendor with 24-48 hours' notification and an approximate duration of services needed. The vendor will notify the County if they can meet the request.
        ii. The daily rate for the Modified Availability for 2026 is $3,000.00 per day.
        iii. If requested to respond to the county, standard Optional Use Rates will apply.
    b. Payment for Optional Use service shall be made with the Daily Availability Rate plus Specified Flight Rate Method.
        i. The Contractor will be paid for availability and flight time.
        ii. Unavailability will be deducted in accordance with the Unavailability section of this contract.
        iii. Any additional payments will be made in accordance with the Miscellaneous Costs to the Contractor section of this contract.
    c. Ferry time of aircraft to and from the point of hire from the Contractor's base of operations or current aircraft location, whichever is closer, will be paid at the applicable flight rate. If a fuel servicing vehicle is required, mileage to and from the point of use from the Contractor's base of operations or the current location that the fuel servicing vehicle is stationed, whichever is closer, will be paid at the rates stipulated in Payment for Fuel Servicing Vehicle Mileage.

6. **Payment for Substitution/Replacement of Helicopter**
    a. When substitute or replacement aircraft are approved for use by Douglas County, the following payment terms will apply:
        i. Availability – The same rate is applicable if the aircraft is the same make and model as the contracted aircraft. The rate may need to be negotiated if the make and model is different than the contracted aircraft.
        ii. Flight – The same rate is applicable if the aircraft is the same make and model as the contracted aircraft. The rate may need to be negotiated if the make and model is different than the contracted aircraft.

7. **Payment for Fuel Servicing Vehicle**
    a. A fuel-servicing vehicle is required for all fire support and non-fire use.
    b. The price of the vehicle is included in the daily availability rate.
    c. Outside the MAP period (Optional Use), when dispatched by Douglas County, applicable mileage rates will be paid to and from the Assigned Work Location, beginning at the Contractor's Principal Base of Operations or from the location of the vehicle at the time of order, whichever is closer. Payment will be made only for miles driven in support of the aircraft.
    d. During the MAP period, the fuel-servicing vehicle will be paid mileage when it is dispatched by Douglas County to give service support to helicopters away from the host base as follows:
    e. Vehicle Mileage Schedule
        i. $4.33 per mile - where the carrying capacity of aircraft fuel is 1,500 gallons or more
        ii. $3.14 per mile - where the carrying capacity of aircraft fuel is at least 750 gallons to 1,499 gallons
        iii. $2.42 per mile - where the carrying capacity of aircraft fuel is at least 350 gallons to 749 gallons
        iv. $1.71 per mile - where the carrying capacity of aircraft fuel is less than 350 gallons

8. **Overnight Standard Per Diem Rate**
    a. Douglas County will pay overnight allowance equal to the current GSA CONUS Per Diem Rates at https://www.gsa.gov/travel/plan-book/per-diem-rates for each authorized crew member for every night assigned to an alternate base.

9. **Payment for Costs Away from Host Base**
    a. When Contractor's aircraft is dispatched away from the host base, Douglas County will authorize payment for additional necessary and reasonable costs involved in transporting authorized relief crewmembers to and from alternate bases when approved in advance by Douglas County. These costs are limited to the actual transportation of the individual, i.e., airplane tickets, car rentals, etc. Salary costs for the Contractor's employee(s) while in travel status is not a cost for which Douglas County will reimburse the Contractor.

b. Reimbursement of necessary and reasonable transportation costs to and from the location of the aircraft is authorized. Itemized receipts shall support claims for reimbursement and shall be provided to Douglas County with all requests for reimbursement.

**10. Miscellaneous Cost to the Contractor**

a. Douglas County will reimburse the Contractor for any airport use costs the Contractor is required to pay when ordered to operate from an airport other than the host base, such as airport landing fees, tie-down charges, or other similar type costs.

**b.** Itemized receipts must support claims for reimbursement and must be kept on file by the Contractor and made available to Douglas County upon request.

(Remainder of Page Intentionally Blank)

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Amy Strouthopoulos, P.E., Pavement Management Supervisor

**DESCRIPTION:** Public Contract for Services with Basis Partners for the Quebec Street / Park Meadows Drive Improvement Project Final Design, in the Amount of $839,502.40, Douglas County Project Number CI 2025-014.

**SUMMARY:** The intersection of Quebec Street and Park Meadows Drive is a high-traffic area that experiences delays in all directions, specifically during the AM peak hour. The delays impact the flow of vehicles travelling north on Quebec and turning east on the C-470 interchange on-ramp. Additionally, the concrete pavement has exceeded its service life and the condition has deteriorated to the point that it must be replaced.

Basis Partners was selected to perform the concept design though an RFP process on April 14, 2025. The Basis Partners team conducted a traffic analysis and worked with Douglas County staff and agency partners to develop a concept design for the corridor that will improve traffic flow. Staff recommends continuing to work with Basis Partners for the final design of the project.

Staff recommends entering into a design contract with Basis Partners for an amount not to exceed $839,502.40. The contract end date will be April 30, 2027.

Funding in the full amount of $839,502.40 will come from Business Unit 800100, Fund 200. A new PO will be created.

**RECOMMENDED ACTION:** Approval of a Public Contract for Services (PCS) with Basis Partners for the Quebec Street / Park Meadows Drive Improvement Project Final Design, in the amount of $839,502.40, Douglas County Project Number CI 2025-014.

## REVIEW:

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

## ATTACHMENTS:

Cover Page
PCS_Basis_Quebec Park Meadows Final Design

**MEETING DATE:** February 24, 2026

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**REVIEW:**

| | | |
|---|---|---|
| Kristina Mann | Approve | 2/17/2026 |
| Jeff Garcia | Approve | 2/18/2026 |
| Christie Guthrie | Approve | 2/18/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

PCS_Basis_Quebec Park Meadows Final Design

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the "Contract") is made and entered into this _____ day of _____, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the "County"), and BASIS PARTNERS, a Corporation authorized to do business in Colorado (the "Consultant").

## RECITALS

**WHEREAS**, the County is undertaking certain activities for CI2025-014, QUEBEC STREET / PARK MEADOWS DRIVE IMPROVEMENTS PROJECT FINAL DESIGN and

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

**WHEREAS**, the Consultant 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:** Amy Strouthopoulos, P.E., (the "Authorized Representative"), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

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

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 Consultant's compensation, which are mutually agreed upon between the County and Consultant, shall be in writing and shall become part of this Contract upon execution.

The Consultant 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 Consultant 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 Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant 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 Eight Hundred Thirty-Nine Thousand Five Hundred Two Dollars and Forty Cents ($839,502.40) for fiscal year 2026. In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. 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 this Contract shall commence as of 12:01 a.m. on February 25, 2026, and terminate at 12:00 a.m. on April 30, 2027. 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 Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

**7. CONFLICT OF INTEREST:** The Consultant 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 Consultant 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 Consultant by placing the Consultant's own interests, or the interest of any party with whom the Consultant has a contractual arrangement, in conflict with those of County.

**8a. INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant 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 Consultant 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. Further, this indemnification is intended to comply with and be subject to C.R.S. 13-50.5-102 (8), as amended from time to time.

**8b. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

**11. ASSIGNMENT:** The Consultant 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 Consultant 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 Consultant hereunder.

**12. COUNTY REVIEW OF RECORDS:** The Consultant 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 Consultant 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 Consultant in connection with this Contract shall be the property of the County.

**14. ASSIGNMENT OF COPYRIGHTS:** The Consultant 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 Consultant 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 Consultant 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 Consultant pursuant to this Contract shall become the County's property. The Consultant 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 Consultant 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 Consultant.

**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 Consultant to: | Amy Strouthopoulos, P.E.<br>Douglas County Department of Public Works<br>100 Third Street, Suite 220<br>Castle Rock, CO 80104<br>(303) 660-7480 |
| with a copy to: | E-mail: astrouthopoulos@douglas.co.us<br><br>Douglas County Attorney's Office<br>100 Third Street<br>Castle Rock, CO 80104<br>(303) 660-7414<br>E-mail: attorney@douglas.co.us |
| and by the County to: | Basis Partners<br>25 North Spruce Street, Suite 310<br>Colorado Springs, CO 80905<br>Attn: Jason Bonini, P.E.<br>Phone: (710) 235-2901<br>E-mail: Jason.Bonini@basisp.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 Consultant 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 Consultant 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 this Contract by the Consultant shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The Consultant 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 Consultant, 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 Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant'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, Assistant County Manager, and the Board of County Commissioners. Notwithstanding the foregoing, upon completion of the project, Consultant shall have the right to accurately represent their role, contractual relationship, and work performed under this Contract in client proposals for the purposes of establishing work experience.

**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:

1st This Contract, Sections 1 through 28
2nd Request for Proposal (if applicable)
3rd Exhibit C- Insurance Requirements

4th Exhibit A- Scope of Services
5th Exhibit B- Method of Payment
6th Response to Request for Proposal (if applicable).

**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 AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement 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 Consultant shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Consultant 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 Consultant's insurance coverage during the term of this Contract.

**27. COUNTY EXECUTION OF AGREEMENT:** 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 such 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 against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts, such as, but not limited to, natural disasters of overwhelming proportions, exceptional adverse weather conditions, acts of God, acts of war, strikes, work stoppages, fire or other catastrophic casualty or action of non-party government authorities.

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

**BASIS PARTNERS**

**BY:_____** **ATTEST: (if a corporation)**

**Printed Name_____** **_____**

**Title:_____** **Title:_____**

**DATE:_____**

**Signature of Notary Public Required:**

**STATE OF _____ )**
**) ss.**
**COUNTY OF _____ )**

**The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____.**

**Witness my hand and official seal**

**_____**
**Notary Public**

**My commission expires: _____**

**BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS**

**_____**
**GEORGE TEAL, CHAIR** **Date**

**APPROVED AS TO CONTENT:**

**_____**
**DOUGLAS J. DEBORD** **Date**
**COUNTY MANAGER**

**ATTEST**

_____
Deputy Clerk **Date**

**DEPARTMENT OF PUBLIC WORKS ENGINEERING:**

_____
**JANET HERMAN, P. E.** **Date**
**Director of Public Works**

**APPROVED AS TO FISCAL CONTENT:** **APPROVED AS TO LEGAL FORM:**

| | |
|---|---|
| **CHRISTIE GUTHRIE** **Date** | **Chris Pratt** **Date** |
| **Director of Finance** | **Senior Assistant County Attorney** |

**SCOPE OF WORK**
Douglas County Department of Public Works
Quebec St and Park Meadows Dr Improvements – Final Design (Phase 1)

January 23, 2026

## INTRODUCTION

Basis Partners (Basis) will provide professional engineering services to Douglas County (County) for the Quebec Street (Quebec) and Park Meadows Drive (Park Meadows) Improvements project. As part of the conceptual design phase led by Basis, Douglas County identified the need for improvements at the intersection of Quebec and Park Meadows. In addition to these intersection improvements, the project will remove and replace the existing pavement and adjacent concrete infrastructure along Quebec between Palomino Parkway and the C470 EB ramp (seen in the image below) and add necessary lanes and extensions to address the traffic conditions as identified in the traffic analysis and conceptual design task order completed by Basis. This scope comprises the work necessary to complete final design and bid package documents of the preferred alternative and new concrete infrastructure.

Goals of the project include:

- Complete Final Design plans, estimate, and specifications
- Prepare final bid package for construction and provide bid support
- Acquire necessary right-of-way and easements for proposed improvements

## CONTACTS

Key individuals related to the administration of this project include:

County Project Manager
Amy Strouthopoulos
Douglas County
720.467.3222
astrouthopoulos@douglas.co.us

Basis Principal in Charge
Jenna Siegel
Basis Partners
302.540.3262
jenna.siegel@basisp.com

Basis Project Manager (PM)
David Ziegler
Basis Partners
719.467.6407
david.ziegler@basisp.com

## SCHEDULE

Anticipated milestone dates include:

- Notice to Proceed (NTP): February 2026
- Data Collection Complete: April 2026
- 30% Design Submittal: July 2026
- 90% Design Submittal: November 2026
- Construction Plans: December 2026
- Property Acquisition Complete: March 2027
- Advertisement & Bid Support: Spring 2027

## A. PROJECT MANAGEMENT AND COORDINATION

The following tasks will be performed by Basis to administer and coordinate the project.

### 1. Project Management and Administration

Project Management tasks include the work necessary to set up the project financially within the Basis system, track project progress, and manage Basis staff and subconsultants on the project.

Basis will follow the general schedule outlined above and refine the dates after receiving NTP. A detailed project schedule will be created in Microsoft Project and include milestones/deliverables.

#### Tasks

- Project/Amendment and setup
- Project schedule and updates
- Progress letters and invoices
- Financial tracking
- Client coordination (excluding formal meetings)
- Subconsultant management
- Basis QA/QC and staff management

#### Deliverables

- Invoices and progress letters
- Project schedule (PDF)

### 2. Project Coordination

This task includes the work necessary for Basis to conduct internal and external kickoff meetings, monthly progress meetings with the client, biweekly internal meetings with the design team, and milestone review meetings. Milestone meetings are expected to include technical reviews for the 30% and 90% deliverables. For each client meeting, Basis will prepare an agenda and meeting summary, which can be provided upon request.

Various stakeholder and coordination meetings with City of Lone Tree, Highlands Ranch Metro District, RTD, CDOT, MHFD, utility owners, etc. are anticipated to coordinate design progress and to confirm cohesion with ongoing and future projects.

#### Tasks

- Kickoff meetings (2 meeting assumed)
- Monthly progress meetings with County (12 meetings assumed)
- Biweekly internal team meetings (24 meetings assumed – 30 minutes on average)
- Milestone review meetings (2 meetings assumed)
- Stakeholder meetings (4 meetings assumed)

- Email and phone coordination with stakeholders
- Prepare meeting agendas and minutes

**Deliverables**

- Meeting agendas and minutes (PDF) (available upon request)
- Meeting materials for Technical Reviews (as needed)

## B. SURVEY & RIGHT-OF-WAY (ROW)

This task includes the work necessary to establish project control, provide a topographic field survey for the assumed project limits, develop a survey control diagram, and survey both utility and geotechnical test holes. A right-of-way (ROW) survey will also be completed during this phase, and an existing ROW file and ownership map will be produced. Legal descriptions and exhibits will be created for up to six ROW or easement acquisitions required to accommodate the proposed improvements.

Survey and ROW work will be completed by Farnsworth Group as a subconsultant to Basis. **See the attached scope and fee estimate from Farnsworth for detailed information on their tasks and deliverables.**

Acquisition work will be completed by TRS as a subconsultant to Basis. **See the attached scope and fee estimate from TRS for detailed information on their tasks and deliverables.**

## C. GEOTECHNICAL EVALUATION

This task includes the work necessary to complete geotechnical evaluation services to explore and evaluate the subsurface conditions within the footprint of the proposed improvements. Based on the subsurface information obtained through field investigations, Vivid will provide a geotechnical and subsurface investigation report that will discuss soil conditions and pavement recommendations to aid in the design. This work will be completed by Vivid as a subconsultant to Basis. **See the attached scope and fee estimate from Vivid for detailed information on tasks and deliverables.**

## D. SUBSURFACE UTILITY ENGINEERING (SUE) & UTILITY COORDINATION

This task includes the work necessary to perform the SUE investigation and to coordinate with private and public utility owners to confirm the findings of this investigation and discuss potential relocations and new facilities. The SUE investigation and utility coordination will be completed by Triunity, Inc a Lochner company (Triunity) as a subconsultant to Basis. **See the attached scope and fee estimate from Triunity for detailed information on tasks and deliverables.**

## E. 30% DESIGN

This phase includes the work necessary to prepare 30% design plans for roadway, multimodal, traffic, and drainage design elements for both the resurfacing of Quebec from Palomino to C470 and intersection improvements at Quebec and Park Meadows.

### 1. Roadway & Multimodal

This task includes updating the project roadway design criteria that was established as part of the Conceptual Design Phase completed under a previous Task Order. The Douglas County Roadway Design and Construction Standards, CDOT Roadway Design Guide (RDG), and 2018 AASHTO A Policy on the Geometric Design of Highways and Streets (PGDHS) will control the roadway and

geometric design of streets, driveways, sidewalks, and other roadway elements. Variances to the standards will be identified and coordinated with the County. Official variance forms will be submitted to the County during the 90% Design phase.

Utilizing this design criteria, the preliminary horizontal and vertical geometry and typical section for Quebec will be developed from approximately Palomino to the EB C470 intersection. In addition to mainline geometry, curb line alignments and profiles will be developed to help match the existing drainage patterns. This task also includes the incorporation of attached sidewalks and layout of pedestrian facilities at intersections, including existing RTD bus stops which are assumed to match existing conditions. A 3D model will be developed to identify slope limits, roadway cross slope, drainage concerns, utility conflicts, retaining wall constraints, and ROW impacts. These impacts will be evaluated against the existing conditions to determine the removal and reset plan. Potential utility conflicts will be identified and coordinated with Triunity for the inclusion on the Utility Coordination/SUE plans.

**Tasks**

- Update design criteria
- Develop roadway geometry and layout
- Advance the conceptual design of the selected alternative from the previous task order
- Develop 3D model for roadway and pedestrian facilities
- Identify potential design variances
- Identify slope limits, potential utility conflicts, and ROW impacts
- Develop general and roadway sheets, details, and quantities
- Lead development of an overall construction cost estimate
- Lead development of a specifications outline
- Perform QA/QC for deliverables

**Deliverables**

- Preliminary (30%) Design KMZ
- Preliminary (30%) General Plans
- Preliminary (30%) Summary of Approximate Quantities
- Preliminary (30%) Roadway Typical Sections
- Preliminary (30%) Geometric Layout
- Preliminary (30%) Removal & Reset Plan
- Preliminary (30%) Roadway Plan
- Preliminary (30%) Roadway Profile
- Preliminary (30%) Curb Line Plan and Profile (excluding detailed callouts)
- Preliminary (30%) Intersection Details (excluding northing, easting, and elevation callouts)
- Preliminary (30%) Cross Sections (not annotated)
- Preliminary (30%) Roadway quantities
- Preliminary (30%) Construction Cost Estimate
- Preliminary (30%) Specifications Outline

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## 2. Traffic

This task involves developing preliminary signing, striping, and signal design and plans based on current Manual on Uniform Traffic Control Devices (MUTCD) requirements and the Douglas County Roadway Design and Construction Standards (Appendix F).

It is assumed that signal design will be provided for Peterson and Issaquah. The design of the signal foundations, including diameter and length of caisson, will be determined using available County and CDOT standards and specifications. Signal configurations that require additional structural

design and analysis will be considered out of scope. It is assumed that the County will be responsible for the development of traffic signal timing plans and the location, design, and orientation of detection equipment. Conduit will be shown on the signal plans; however, exact locations of conduit will not be specified and will be the responsibility of the County/construction engineer and contractor to determine during construction.

Traffic signing and striping for the corridor will be designed as part of this task. It is assumed that only minor signing and striping changes within 50 feet of Quebec will be required for cross streets.

**Tasks**

- Coordinate with County Traffic for proposed signal placement
- Coordinate with stakeholders for power source
- Develop traffic signing, striping, and signal layout (one intersection)
- Develop high-level phasing narrative (including signals)
- Identify potential utility impacts
- Develop traffic signing, striping, and signal sheets, details, and quantities
- Perform QA/QC for deliverables

**Deliverables**

- Preliminary (30%) Traffic Signal Plans
- Preliminary (30%) Signing and Striping plans
- Preliminary (30%) Construction Phasing narrative
- Preliminary (30%) Traffic quantities

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### 3. Drainage

This task includes the work necessary to develop and document hydrologic and hydraulic analyses within the project limits. Existing and proposed hydrologic basin models were prepared as part of the previous task order based on available LiDAR information and supplemented with topographic survey and information obtained from the project site walk using the Rational method. These models will be further refined during this task order. The existing and proposed hydrology will consider the 5-year and 100-year design storms.

Existing and proposed hydraulic analyses were completed as part of the previous task order to determine capacity of existing inlets that receive runoff from the project. This analysis indicated there was sufficient capacity for the inlets to receive additional runoff associated with the roadway improvements. These models will be further refined for this task order to verify that capacity remains, and the results will be documented in a drainage report. The surface inlets will be evaluated for compliance with the Douglas County Storm Drainage Design and Technical Criteria Manual. No subsurface analysis is included in this scope.

Preliminary (30%) plans completed during this phase will include Grading, Erosion, and Sediment Control (GESC) plans. A drainage report (including basin maps) will be completed during this phase to document the hydrologic and hydraulic findings in support of adequate existing drainage. The project will add less than 1 acre of new impervious area and is located outside of the Cherry Creek watershed; therefore, Permanent Water Quality is not required per the SDDTC.

**Tasks**

- Refine existing basin hydrology
- Refine proposed basin hydrology
- Refine evaluation of existing inlet capacities
- Develop Preliminary Drainage Report

- Develop GESC sheets and standard detail sheets
- Complete GESC Drawing and Report Checklist
- Develop GESC quantities and cost estimate
- Perform QA/QC for deliverables

**Deliverables**

- Preliminary (30%) Drainage Report
- Preliminary (30%) GESC Plans
- Preliminary (30%) GESC Drawing and Report Checklist
- Preliminary (30%) GESC quantities and cost estimate

## F. 90% DESIGN

This phase includes the work necessary to prepare a 90% Plans, Specifications, and Estimates (PS&E) package for roadway, traffic, and drainage design elements for both the resurfacing of Quebec from Palomino to C470 and intersection improvements at Quebec and Park Meadows.

### 1. Roadway, Multimodal, and Traffic

This task includes the work necessary to advance the roadway, multimodal, and traffic design presented at the 30% Design Review Meeting to a 90% level and prepare a 90% PS&E package, including refining wall profiles. Northing and Easting details on intersection detail sheets will be added at this stage, as well as the creation of concrete jointing plans and necessary details. The construction phasing narrative will be used to create plans. The contractor will be responsible for obtaining an approved Traffic Control Plan in accordance with County Standard Specifications.

**Tasks**

- Incorporation of 30% review comments
- Advance roadway geometry and layout
- Advance 3D model for roadway and pedestrian facilities and determine slope limits
- Develop jointing design and plans
- Define proposed easements as needed
- Advance construction phasing plan following coordination with the County
- Advance general and roadway sheets and details
- Verify potential utility conflicts and ROW impacts
- Advance traffic signing, striping, and signal layout (one intersection)
- Advance and advance traffic signing, striping, and signal sheets and details
- Submit applicable design variances to the County
- Prepare project specifications package; lead this task for all disciplines
- Update construction cost estimate
- Perform QA/QC for deliverables

**Deliverables**

- 30% Client comment resolution & response log (XLSX and PDF)
- 90% Design KMZ
- 90% General Plans
- 90% Summary of Approximate Quantities
- 90% Roadway Typical Sections
- 90% Geometric Layout
- 90% Removal & Reset Plan
- 90% Roadway Plan
- 90% Roadway Profile
- 90% Curb Line Plan and Profile

- 90% Intersection Details
- 90% Concrete Jointing plan and detail sheets
- 90% Cross Sections
- 90% Roadway quantities
- 90% Overall construction cost estimate (XLSX and PDF)
- 90% Specifications / Project Special Provisions Package
- Official Design Variance Forms

### 2. Drainage

The drainage analysis and GESC plans will build upon the 30% submittal, incorporating review comments and advancing the design. Project hydrology will be updated to reflect roadway design updates, and peak flow values will be revised. Project hydraulic analysis and documentation will be updated based on 90% design changes and review comments.

Review comments will be incorporated into the 90% Drainage Report and GESC documents.

#### Tasks

- Document and respond to comments collected from 30%
- Complete hydrology updates
- Complete hydraulic updates
- Refine Final Drainage Report
- Refine GESC sheets
- Refine GESC quantities and cost estimate
- Perform QA/QC for deliverables

#### Deliverables

- 90% Final Drainage Report
- 90% GESC Plans
- 90% GESC Drawing and Report Checklist
- 90% GESC quantities and cost estimate

## G. CONSTRUCTION PLANS AND BID SUPPORT

This phase includes the work necessary to incorporate comments from the 90% technical review, advance design to a 100%-level, and provide as-needed support services during construction bidding. Final plans, specifications, quantities, and a construction cost estimate will be completed. The review comments on the 90% PS&E package will serve as the basis to initiate the tasks necessary to complete the 100% construction plans.

This task also includes the work necessary to assist the County on an as-needed basis during and prior to construction on design elements completed by Basis, limited to the hours in the scope. Support may include clarification on design and quantities, site visits, or design revisions. This task will provide a means of documentation and communication of these issues and responses by the design personnel.

#### Tasks

- Document and respond to comments collected from the 90% technical review
- Finalize roadway and traffic design and plans
- Finalize drainage design and plans
- Finalize roadway, traffic, and drainage quantities and construction cost estimate
- Finalize project specifications
- Perform QA/QC for deliverables

- Attend Pre-Bid Meeting
- Attend Pre-Construction Meeting
- Respond to questions on the plans and specifications

**Deliverables**

- Bid-ready plans
- Bid-ready CADD Contract electronic files (XML and DGN)
- Bid-ready Engineers' Construction Cost Estimate (XLSX and PDF)
- Bid-ready specifications
- Formal question responses during bid support
- As-needed plan and specification revisions during bid support

## H. ADDITIONAL SUBCONSULTANTS

This phase includes the work necessary to advance subconsultant-led design disciplines through the design lifecycle of the project.

### 1. Traffic Analysis Support

This task includes the work necessary to complete support and review of signing and striping improvements as well as miscellaneous traffic analysis support for other traffic analysis needs. The miscellaneous work under this task will be completed by LJA as a subconsultant to Basis. **Due to the nature of LJA's potential task a scope was not created, however, see the attached fee estimate from LJA for detailed information on their tasks and deliverables.**

### 2. Structural Wall Design

This task includes the work necessary to design the retaining wall along the east side of Quebec Street to accommodate the intersection improvements discussed during conceptual design. The wall design will be completed by Theorem Design Group (Theorem) as a subconsultant to Basis. **See the attached scope and fee estimate from Theorem for detailed information on tasks and deliverables.**

## I. EXCLUSIONS

The following are not included in this scope. This list is not comprehensive. Inclusion of these items will be subject to a change in scope, schedule, and fee.

- Environmental analysis, documentation, or clearance
- Public Involvement efforts
- Construction phasing methods of handling traffic (MHTs)
- Subsurface stormwater analysis and design
- Utility design
- Irrigation and landscaping design
- Lighting design
- Construction management, inspection, and materials testing services
- Other items not specifically included in this scope of work.

**SUBMITTED**
**Basis Partners**

David Ziegler, PE
Basis Project Manager

Jason Bonini, PE
Basis Vice President

# Exhibit B

BASIS PARTNERS

Douglas County
Quebec St and Park Meadows Dr Improvements – Final Design (Phase 1)
**FEE PROPOSAL** **January 23, 2026**



| Task | Job Classification | Senior Project Manager II | Engineering Manager II | Senior Project Manager I | Senior Engineer II | Senior Engineer I | Project Controller II | Engineer III | Engineer II | Engineer I | Project Coordinator I | SUBTOTAL HOURS | ODC or Sub (See table at bottom) | SUBTOTAL FEE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Billing Rate** | $270.00 | $255.00 | $245.00 | $220.00 | $195.00 | $180.00 | $155.00 | $136.00 | $118.00 | $110.00 | | | |
| **A. Project Management and Coordination** | | **50** | 0 | **154** | **28** | **24** | **22** | **40** | 0 | 0 | **18** | **336** | | **$ 74,210.00** |
| 1 Project Management and Administration | | 20 | | 106 | | | 22 | | | | 18 | 166 | | $ 37,310.00 |
| *a Project/Amendment and setup* | | | | *2* | | | *2* | | | | | *4* | | *$ 850.00* |
| *b Project schedule and updates* | | *8* | | *12* | | | | | | | | *20* | | *$ 5,100.00* |
| *c Progress letters and invoices* | | *4* | | *12* | | | | | | | *18* | *34* | | *$ 6,000.00* |
| *d Financial tracking* | | | | *24* | | | *12* | | | | | *36* | | *$ 8,040.00* |
| *e Client coordination (excluding formal meetings)* | | *4* | | *24* | | | | | | | | *28* | | *$ 6,960.00* |
| *f Subconsultant management* | | | | *16* | | | *8* | | | | | *24* | | *$ 5,360.00* |
| *g Basis QA/QC and staff management* | | *4* | | *16* | | | | | | | | *20* | | *$ 5,000.00* |
| 2 Project Coordination | | 30 | | 48 | 28 | 24 | | 40 | | | | 170 | | $ 36,900.00 |
| *a Kickoff meetings (2 meeting assumed)* | | *2* | | *2* | *2* | *2* | | *2* | | | | *10* | | *$ 2,170.00* |
| *b Monthly progress meetings with County (12 meetings assumed)* | | *12* | | *12* | *8* | *6* | | | | | | *38* | | *$ 9,110.00* |
| *c Biweekly internal team meetings (24 meetings assumed)* | | *12* | | *12* | *12* | *12* | | *12* | | | | *60* | | *$ 13,020.00* |
| *d Milestone review meetings (2 meetings assumed)* | | *2* | | *2* | *2* | *2* | | *2* | | | | *10* | | *$ 2,170.00* |
| *e Stakeholder meetings (4 meetings assumed)* | | *2* | | *4* | *4* | *2* | | | | | | *12* | | *$ 2,790.00* |
| *f Prepare meeting agendas and minutes* | | | | *16* | | | | *24* | | | | *40* | | *$ 7,640.00* |
| **B. Survey & Right-of-Way (Farnsworth & TRS)** | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | **$ 190,803.00** | **$ 190,803.00** |
| 1 Farnsworth Survey & ROW Tasks | | | | | | | | | | | | | $ 113,700.00 | $ 113,700.00 |
| 2 TRS Property Acquisition Tasks | | | | | | | | | | | | | $ 77,103.00 | $ 77,103.00 |
| **C. Geotechnical Evaluation (Vivid)** | | 0 | 0 | 0 | | | 0 | 0 | 0 | 0 | 0 | | **$ 55,498.00** | **$ 55,498.00** |
| **D. Subsurface Utility Engineering (SUE) & Utility Coordination (Triunity)** | | 0 | 0 | 0 | | | 0 | 0 | 0 | 0 | 0 | | **$ 155,005.00** | **$ 155,005.00** |
| **E. 30% Design** | | **6** | **6** | **16** | **182** | **27** | 0 | **192** | **102** | **168** | 0 | **699** | | **$ 115,831.00** |
| 1. Roadway & Multimodal | | 6 | | 8 | 140 | | | 104 | | 144 | | 402 | | $ 67,492.00 |
| *a Update design criteria* | | | | | *4* | | | | | | | *4* | | *$ 880.00* |
| *b Develop roadway geometry and layout* | | | | | *32* | | | *16* | | | | *48* | | *$ 9,520.00* |
| *c Advance the conceptual design of the selected alternative* | | | | | *16* | | | | | | | *16* | | *$ 3,520.00* |
| *d Develop 3D model for roadway and pedestrian facilities* | | | | | *32* | | | *24* | | | | *56* | | *$ 10,760.00* |
| *e Identify potential design variances* | | 0 | 0 | | *4* | | 0 | 0 | 0 | 0 | 0 | *4* | | *$ 880.00* |
| *f Identify slope limits, potential utility conflicts, and ROW impacts* | | | | | *4* | | | | | | | *4* | | *$ 880.00* |
| *g Develop general and roadway sheets, details, and quantities* | | | | | *16* | | | *40* | | *120* | | *176* | | *$ 23,880.00* |
| *h Lead development of an overall construction cost estimate* | | | | | *12* | | | *8* | | | | *20* | | *$ 3,880.00* |
| *i Lead development of a specifications outline* | | *2* | | | *4* | | | *8* | | | | *14* | | *$ 2,660.00* |
| *j Perform QA/QC for deliverables* | | *4* | | *8* | *16* | | | *8* | | *24* | | *60* | | *$ 10,632.00* |
| 2 Traffic | | | | 8 | 42 | | | 88 | | 24 | | 162 | | $ 27,672.00 |
| *a Coordinate with County Traffic for proposed signal placement* | | | | | *4* | | | | | | | *4* | | *$ 880.00* |
| *b Coordinate with stakeholders for power source* | | | | | *2* | | | | | | | *2* | | *$ 440.00* |
| *c Develop traffic signing, striping, and signal layout (one intersection)* | | | | | *8* | | | *24* | | | | *32* | | *$ 5,480.00* |
| *d Develop high-level phasing narrative (including signals)* | | | | | *16* | | | | | | | *16* | | *$ 3,520.00* |
| *e Identify potential utility impacts* | | | | | *4* | | | | | | | *4* | | *$ 880.00* |
| *f Develop traffic signing, striping, and signal sheets, and quantities* | | | | | | | | *48* | | *24* | | *72* | | *$ 10,272.00* |
| *g Perform QA/QC for deliverables* | | | | *8* | *8* | | | *16* | | | | *32* | | *$ 6,200.00* |
| 3 Drainage | | | 6 | | | 27 | | | 102 | | | 135 | | $ 20,667.00 |
| *a Refine existing basin hydrology* | | | | | | *1* | | | *2* | | | *3* | | *$ 467.00* |
| *b Refine proposed basin hydrology* | | | | | | *2* | | | *4* | | | *6* | | *$ 934.00* |
| *c Refine evaluation of existing inlet capacities* | | | | | | *2* | | | *4* | | | *6* | | *$ 934.00* |
| *d Develop Preliminary Drainage Report* | | | *2* | | | *4* | | | *24* | | | *30* | | *$ 4,554.00* |
| *e Develop GESC sheets and standard detail sheets* | | | | | | *8* | | | *40* | | | *48* | | *$ 7,000.00* |
| *f Complete GESC Drawing and Report Checklist* | | | | | | *4* | | | *12* | | | *16* | | *$ 2,412.00* |
| *g Develop GESC quantities and cost estimate* | | | | | | *2* | | | *4* | | | *6* | | *$ 934.00* |
| *h Perform QA/QC for deliverables* | | | *4* | | | *4* | | | *12* | | | *20* | | *$ 3,432.00* |
| **F 90% Design** | | **12** | **4** | **14** | **256** | **12** | 0 | **224** | **44** | **184** | 0 | **750** | | **$ 128,766.00** |
| 1 Roadway, Multimodal, and Traffic | | 12 | | 14 | 256 | | | 224 | | 184 | | 690 | | $ 119,422.00 |
| *a Incorporation of 30% review comments* | | | | | *16* | | | | | *24* | | *40* | | *$ 6,352.00* |
| *b Advance roadway geometry and layout* | | | | *4* | *24* | | | *32* | | | | *60* | | *$ 11,220.00* |
| *c Advance 3D model for roadway and pedestrian facilities* | | | | | *40* | | | *24* | | | | *64* | | *$ 12,520.00* |
| *d Develop jointing design and plans* | | | | | *40* | | | | | *40* | | *80* | | *$ 13,520.00* |
| *e Define proposed easements as needed* | | | | | *4* | | | *8* | | | | *12* | | *$ 2,120.00* |
| *f Advance construction phasing plan* | | | | | *32* | | | | | *40* | | *72* | | *$ 11,760.00* |
| *g Advance general and roadway sheets and details* | | | | | *16* | | | *24* | | *56* | | *96* | | *$ 13,848.00* |
| *h Verify potential utility conflicts and ROW impacts* | | | | | *4* | | | *4* | | | | *8* | | *$ 1,500.00* |
| *i Advance traffic signing, striping, and signal layout (one intersection)* | | | | | *16* | | | *24* | | | | *40* | | *$ 7,240.00* |
| *j Advance and advance traffic signing, striping, and signal sheets* | | | | | *16* | | | *40* | | | | *56* | | *$ 9,720.00* |

| Task | | Job Classification | Senior Project Manager II | Engineering Manager II | Senior Project Manager I | Senior Engineer II | Senior Engineer I | Project Controller II | Engineer III | Engineer II | Engineer I | Project Coordinator I | SUBTOTAL HOURS | ODC or Sub (See table at bottom) | SUBTOTAL FEE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | **Billing Rate** | $270.00 | $255.00 | $245.00 | $220.00 | $195.00 | $180.00 | $155.00 | $136.00 | $118.00 | $110.00 | | | |
| | *k* | *Submit applicable design variances to the County* | | | *2* | *8* | | | *4* | | | | *14* | | *$ 2,870.00* |
| | *l* | *Prepare project spec package; lead this task for all disciplines* | *8* | | | *16* | | | *32* | | | | *56* | | *$ 10,640.00* |
| | *m* | *Update construction cost estimate* | | | | *8* | | | *16* | | | | *24* | | *$ 4,240.00* |
| | *n* | *Perform QA/QC for deliverables* | *4* | | *8* | *16* | | | *16* | | *24* | | *68* | | *$ 11,872.00* |
| 2 | | Drainage | | 4 | | | 12 | | | 44 | | | 60 | | $ 9,344.00 |
| | *a* | *Incorporation of 30% review comments* | | | | | *2* | | | *4* | | | *6* | | *$ 934.00* |
| | *b* | *Complete hydrology updates* | | | | | *1* | | | *2* | | | *3* | | *$ 467.00* |
| | *c* | *Complete hydraulic updates* | | | | | *1* | | | *2* | | | *3* | | *$ 467.00* |
| | *d* | *Refine Final Drainage Report* | | *2* | | | *2* | | | *8* | | | *12* | | *$ 1,988.00* |
| | *e* | *Refine GESC sheets* | | | | | *2* | | | *16* | | | *18* | | *$ 2,566.00* |
| | *f* | *Refine GESC quantities and cost estimate* | | | | | *2* | | | *4* | | | *6* | | *$ 934.00* |
| | *g* | *Perform QA/QC for deliverables* | | *2* | | | *2* | | | *8* | | | *12* | | *$ 1,988.00* |
| **G** | | **Construction Plans and Bid Support** | **12** | **6** | **18** | **44** | **26** | 0 | **80** | **24** | **40** | 0 | **250** | | **$ 44,314.00** |
| 1 | | Document and respond to comments collected from the 90% review | | | 2 | 4 | | | 4 | | | | 10 | | $ 1,990.00 |
| 2 | | Finalize roadway and traffic design and plans | | | | 16 | | | 32 | | 24 | | 72 | | $ 11,312.00 |
| 3 | | Finalize drainage design and plans | | 4 | | | 12 | | | 16 | | | 32 | | $ 5,536.00 |
| 4 | | Finalize quantities and construction cost estimate | | | | 8 | | | 16 | | 8 | | 32 | | $ 5,184.00 |
| 5 | | Finalize project specifications | 4 | | | | 4 | | 12 | | | | 20 | | $ 3,720.00 |
| 6 | | Perform QA/QC for deliverables | 4 | | 8 | 8 | 4 | | 8 | 8 | 8 | | 48 | | $ 8,852.00 |
| 7 | | Attend Pre-Bid Meeting | 2 | | 2 | | 2 | | | | | | 6 | | $ 1,420.00 |
| 8 | | Attend Pre-Construction Meeting | 2 | | 2 | | | | | | | | 4 | | $ 1,030.00 |
| 9 | | Respond to questions on the plans and specs | | 2 | 4 | 8 | 4 | | 8 | | | | 26 | | $ 5,270.00 |
| **H** | | **Additional Subconsultants** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | **$ 75,075.40** | **$ 75,075.40** |
| 1 | | Traffic Analysis Support (LJA) | | | | | | | | | | | | $ 16,283.20 | $ 16,283.20 |
| 2 | | Structural Wall Design (Theorem) | | | | | | | | | | | | $ 58,792.20 | $ 58,792.20 |
| | | **SUBTOTAL HOURS** | 80 | 16 | 202 | 510 | 89 | 22 | 536 | 170 | 392 | 18 | **2035** | | |
| | | **SUBTOTAL FEE** | $ 21,600.00 | $ 4,080.00 | $ 49,490.00 | $ 112,200.00 | $ 17,355.00 | $ 3,960.00 | $ 83,080.00 | $ 23,120.00 | $ 46,256.00 | $ 1,980.00 | **$ 363,121.00** | **$ 476,381.40** | |

**Other Direct Cost (ODC), Subcontractor, and Vendor Detail**

| Task | Description | Cost |
|---|---|---|
| B.1 | Survey & ROW (Farnsworth) | $113,700.00 |
| B.2 | Property Acquisitions (TRS) | $77,103.00 |
| C. | Geotechnical Evaluation (Vivid) | $55,498.00 |
| D. | SUE & Utility Coordination (Triunity) | $155,005.00 |
| H1 | Traffic Analysis Support (LJA) | $16,283.20 |
| H2 | Structural Wall Design (Theorem) | $58,792.20 |
| | | |
| | | |
| | | |

**SERVICES TOTAL = $ 839,502.40**

Submitted by:
Basis Partners

David Ziegler

David Ziegler, PE
Basis Project Manager

Jason Bonini

Jason Bonini, PE
Basis Vice President

# STANDARD HOURLY RATE SCHEDULE

BASIS PARTNERS
25 N Spruce Street, Suite 310
Colorado Springs, CO 80905
719-299-5077

The tables below will be used to bill labor and expenses for services performed during 2026 for the Quebec St and Park Meadows Dr Improvements – Final Design (Phase 1) Project. Labor rates are per hour and include time spent working on the project whether in the office, field, or traveling.

## HOURLY LABOR RATES BY CLASSIFICATION

### PROJECT MANAGEMENT

| CLASSIFICATION | RATE |
|---|---|
| Project Coordinator I | $110.00 |
| Project Coordinator II | $128.00 |
| Project Controller I | $160.00 |
| Project Controller II | $180.00 |
| Project Manager I | $185.00 |
| Project Manager II | $215.00 |
| Senior Project Manager I | $245.00 |
| Senior Project Manager II | $270.00 |
| Principal | $290.00 |

### CONSTRUCTION MANAGEMENT

| CLASSIFICATION | RATE |
|---|---|
| Construction Inspector I | $98.00 |
| Construction Inspector II | $117.00 |
| Construction Inspector III | $132.00 |
| Construction Manager I | $147.00 |
| Construction Manager II | $165.00 |
| Construction Manager III | $185.00 |
| Senior Construction Manager | $220.00 |
| | |
| | |

### ENGINEERING

| CLASSIFICATION | RATE |
|---|---|
| Engineer Intern | $96.00 |
| Engineer I | $118.00 |
| Engineer II | $136.00 |
| Engineer III | $155.00 |
| Engineer IV | $175.00 |
| Senior Engineer I | $195.00 |
| Senior Engineer II | $220.00 |
| Engineering Manager I | $240.00 |
| Engineering Manager II | $255.00 |

### BRIDGE/ASSET INSPECTION

| CLASSIFICATION | RATE |
|---|---|
| Bridge Inspector I | $110.00 |
| Bridge Inspector II | $120.00 |
| Bridge Inspector III | $130.00 |
| Bridge Inspector Team Lead I | $145.00 |
| Bridge Inspector Team Lead II | $155.00 |
| Drone Pilot | $140.00 |
| Intern | $85.00 |
| | |
| | |

## OTHER REIMBURSABLE COSTS

| EXPENSE | RATE |
|---|---|
| Vehicle mileage | Included[1] |
| Travel per diem – M&IE | At cost[2] |
| Travel per diem – Lodging | At cost[2] |
| Other travel costs | Included[1] |
| Reproduction Supplies | Included[1] |
| Other Expenses | Included[1,3] |

| EXPENSE | RATE |
|---|---|
| Subconsultants | At cost |
| Vendors | At cost |
| | |
| | |
| | |
| | |

[1] Expenses marked "included" are included in the labor rates and will not be billed separately.
[2] Per diem will only be billed if required by the contract and paid to the employee. Per diem rates will match the federal GSA rate in effect for the location.
[3] Unless specified otherwise in the contract.

## Exhibit C

## INSURANCE REQUIREMENTS

CONSULTANT or 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 Consultant, 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): 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 CONSULTANT or 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 CONSULTANT or CONTRACTOR's profession, with limit no less than **$1,000,000** per occurrence or claim, $2,000,000 aggregate.

The Insurance obligations under this agreement shall be the minimum Insurance coverage requirements and/or limits shown in this agreement; 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 agreement are sufficient to cover the obligations of the CONSULTANT or CONTRACTOR under this agreement.

**OTHER INSURANCE PROVISIONS:**

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

**Additional Insured Status. Douglas 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 CONSULTANT or 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 CONSULTANT or 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 **CONSULTANT or CONTRACTOR's insurance coverage shall be primary** insurance. Any insurance or self-insurance maintained by Douglas County, its officers, officials, employees, or volunteers shall be excess and non- contributory to the CONSULTANT or CONTRACTOR's insurance.

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

**Waiver of Subrogation.** CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

**Self-Insured Retentions, Deductibles and Coinsurance.** The CONSULTANT or 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. Douglas County may require the CONSULTANT or 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 Douglas County. The CONSULTANT or CONTRACTOR will indemnify Douglas 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 Douglas 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 Dat***e prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***three (3)*** years after completion of contract work.

**Verification of Coverage.** CONSULTANT or CONTRACTOR shall furnish Douglas 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 Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas 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 CONSULTANT or 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 Douglas County may immediately terminate this contract.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation or termination 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

**Subcontractors.** Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors. Any subcontractors will not be required to maintain professional liability insurance if their scope of work does not include any: (a) engineering or design; (b) construction inspection; or (c) survey work.

**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 Douglas County may immediately terminate this contract.

**Governmental Immunity**. The parties hereto understand and agree that Douglas County is relying on, and does 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 from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances**
Douglas 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.

_____

Megan Datwyler, Risk Manager Date

**MEETING DATE:** February 24, 2026

**STAFF PERSON RESPONSIBLE:** Jeff Garcia, County Attorney

**DESCRIPTION:** Second Reading - An Ordinance to Support Law Enforcement and Crime Prevention in Douglas County, Colorado.

**SUMMARY:** An ordinance requiring the mandatory reporting of retail theft in Douglas County.

**RECOMMENDED ACTION:** Approve Ordinance.

**REVIEW:**

| | | |
|---|---|---|
| Jeff Garcia | Approve | 2/19/2026 |
| Christie Guthrie | Approve | 2/19/2026 |
| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Cover Page
Ord Report Crimes 2.19.25

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| Doug DeBord | Approve | 2/19/2026 |

**ATTACHMENTS:**

Ord Report Crimes 2.19.25

**ORDINANCE NO. O-025-XXX**

**THE BOARD OF COUNTY COMMISSIONERS**
**OF THE COUNTY OF DOUGLAS, COLORADO**

**AN ORDINANCE TO SUPPORT LAW ENFORCEMENT AND CRIME PREVENTION IN DOUGLAS COUNTY, COLORADO**

***WHEREAS*,** the Board of County Commissioners of the County of Douglas, Colorado, ("Board") is authorized to enact this Ordinance pursuant to C.R.S. § 30-11-101(2), to provide for public health, safety, and welfare.

***WHEREAS*,** the Board recognizes Douglas County is proud to be an inviting community. However, Douglas County's welcoming nature makes the County an ideal target for criminals.

***WHEREAS***, the Board recognizes property crimes, including shoplifting and theft are regularly linked to more serious offenses, including: gang activity; organized crime; auto theft; drug and firearm related crimes; and violent crimes. As a result, retail theft endangers the safety and welfare of Douglas County consumers and residents, and the Douglas County business community. Crime prevention is the goal and responsibility of everyone in Douglas County. Significant crime prevention is only possible when government, law enforcement, the business community, and residents work together.

***WHEREAS***, it is not the intent of the Board or the County to unnecessarily regulate businesses or impede victims of crime from seeking support; however, in balancing these concerns, the Board recognizes the need to prevent corporate conduct that facilitates or promotes crime in Douglas County.

***WHEREAS*,** in 1979, the Colorado General Assembly passed House Bill 1110, which created C.R.S. § 18-8-115, which states:

> **It is the duty of every corporation or person who has reasonable grounds to believe that a crime has been committed to report promptly the suspected crime to law enforcement authorities.** Notwithstanding any other provision of the law to the contrary, a corporation or person may disclose information concerning a suspected crime to other persons or corporations for the purpose of giving notice of the possibility that other such criminal conduct may be attempted which may affect the persons or corporations notified. When acting in good faith, such corporation or person shall be immune from any civil liability for such reporting or disclosure. This duty shall exist notwithstanding any other provision of the law to the contrary; except that this section shall not require disclosure of any communication privileged by law.

***WHEREAS,*** in 1996, the Court in *Lunsford v. W. States Life Ins.*, 919 P.2d 899 (Colo. App. 1996) applied the plain language of the statute to hold, under C.R.S. §18-8-115, "It is the duty of every corporation or person who has reasonable grounds to believe that a crime has been committed to report promptly the suspected crime to law enforcement authorities". C.R.S. §18-8-115 and the Court are silent in defining "prompt reporting" under the statute and prescribing a remedy for violating the statute.

***WHEREAS***, through this Ordinance, the Board honors the intent of the General Assembly and the Court in the enactment and application of C.R.S. §18-8-115 by defining "prompt reporting" and prescribing a remedy for violating C.R.S. §18-8-115 related to retail theft in Douglas County.

THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO, THAT:

**PART I: INTENT**

The intent of this Ordinance is to prohibit business practices that encourage crime and impede criminal investigations in Douglas County.

The intent of this Ordinance is not to impair business, generate revenue for the County, or punish victims of crime or retail sales staff.

**PART II: Violation of this Ordinance**

**Section 1. Failure to Promptly Report Theft**

(A.) A corporate entity violates this Ordinance if the corporate entity, through an employee or representative:

1. Knowingly fails to report the theft of its property within ninety-six (96) hours of reasonably becoming aware of the theft to law enforcement where the corporation through an employee or representative has reasonable grounds to believe that theft has been committed.

   (a) For the purpose of this Ordinance, "reasonable grounds" require an honest belief that a theft has been committed, supported by facts sufficiently strong to warrant that belief in a cautious person.

   (b) For the purpose of this Section, "report" means to inform any law enforcement agency of applicable jurisdiction of the theft by a means that the law enforcement agency has adopted for accepting reports of crime.

      i. **Online Reporting** – A corporation may comply with this Ordinance by reporting retail theft through Douglas County Sheriff's Office's online reporting tool, subject to the conditions published by the Douglas County Sheriff's Office for use of that tool.

ii. While the County encourages cooperation with law enforcement, a corporation has complied with this Ordinance when it has reported the theft of its property; unless otherwise stated in this Ordinance or otherwise stated by law, "reporting" does not include real-time suspect location updates or other information that would require the reporting person to maintain observation of the suspect.

(c) Pursuant to C.R.S. § 18-8-115, when acting in good faith, such corporation, employee, or representative shall be immune from any civil liability for such reporting or disclosure.

**Section 2. Failure to Retain and Provide Photographic or Video Evidence**

(A.) A corporate entity violates this Ordinance if the corporate entity, through an employee or representative:

1. Knowingly fails to retain, conceals, removes, alters, damages or destroys any photographic or video evidence of a crime subject to and reported under Section 1 of this Ordinance, or

2. Knowingly fails to provide to law enforcement any photographic or video evidence of a crime subject to and reported under Section 1 of this Ordinance.

(B.) A corporation is relieved of any duty to retain photographic or video evidence created under this Ordinance when all such evidence has been provided to law enforcement.

**Section 3. Retaliation against Reporting Party**

(A.) A corporate entity violates this Ordinance if the corporate entity, through an employee or representative takes adverse employment action against an employee for complying with Part II, Sections 1 and 2 of this Ordinance, including the reporting of a crime to law enforcement or preserving, retaining, or providing law enforcement evidence of a crime.

(B.) This Ordinance does not relieve any party violating Part II, Sections 3(A.) of this Ordinance from additional criminal or civil liability.

(C.) Should the County become reasonably aware of a violation of Part II, Sections 3(A.) of this Ordinance, the County shall report such violation to appropriate law enforcement.

**Section 4. Corporate Policy Violating C.R.S. § 18-8-115**

(A.) A corporate entity violates this Ordinance if the corporate entity adopts a written policy prohibiting employees of the corporation from reporting theft to law enforcement.

(B.) This Ordinance does not relieve any party violating Part II, Sections 4(A.) of this Ordinance from additional criminal or civil liability.

**Section 5. Exceptions**

(A.) A corporation or person has not violated this Ordinance if the reporting of a crime subject to this Ordinance requires the corporation or person to violate any other Colorado or Federal Law.

(B.) **Good Faith Attempt** - A corporation or person has not violated this Ordinance if at the discretion of law enforcement or determination of the Court, the reporting party has made a good faith effort to comply with this Ordinance.

(C.) This Ordinance does not require, encourage, or authorize a business, employee, or agent to follow, pursue, detain, confront, or otherwise engage with a suspected criminal, or to take any action that could reasonably jeopardize the safety of any person.

(D.) This Ordinance does not require any person to incriminate themselves.

(E.) This Ordinance does not require any person to report the observation of a crime believed to have been committed by their spouse.

(F.) This Ordinance exempts a corporate entity that proactively communicates with law enforcement within ninety-six (96) hours that the corporate entity is pursuing an investigation through their own agents in a good faith attempt to gather information to report to law enforcement for filing of charges at a later time.

**PART III: ADOPTION AND ENFORCEMENT**

**Section 1. Douglas County Enforcement**

(A.) It is the intent of the County that enforcement of this Ordinance be limited to corporate entities, not natural persons.

(B.) This Ordinance is applicable in unincorporated Douglas County.

1. This Ordinance is only applicable in Douglas County's incorporated municipalities by agreement or contract between the County and municipality.

(C.) The Douglas County Sheriff shall be responsible for the enforcement of this Ordinance.

(D.) The District Attorney for the 23rd Judicial District may participate in the resolution of violations of this Ordinance to the extent permitted by Colorado law.

(E.) The Douglas County Attorney's Office shall represent the County in the enforcement, prosecution, and resolution of violations of this Ordinance.

(F.) Douglas County shall make available to retailers, a retail theft poster depicting the intent of this Ordinance, retailers' duties in complying with this Ordinance, and means of reporting retail theft in Douglas County, including online reporting. Douglas County retailers shall display the retail poster in a location and manner to provide notice to its employees.

(G.) Violations of this Ordinance shall not be used as grounds to determine a location is a public nuisance, including any finding made pursuant to Title 16, Article 13, Part 3 of Colorado Revised Statutes.

(H.) This Ordinance creates no independent civil right of action.

(I.) This Ordinance may be enforced concurrently with any other criminal, civil, or administrative law or regulation.

(J.) This Ordinance does not relieve any person, party, or business of any other lawful duty to report.

**Section 2. Violation**

(A.) Any corporation who violates any Section of Part II of this Ordinance commits a civil infraction as defined under C.R.S. §30-15-402(1) and upon conviction thereof, may by determination of the Court be assessed a penalty as defined under C.R.S. §30-15-402(2).

(B.) **Repeat Violations –** The Sheriff's Office, Court, and County Attorney's Office shall consider when issuing a citation, determining a penalty, or prosecuting a violation whether a corporation has previously been found to have violated this Ordinance more than four (4) times by: 1.) failing to report separate incidents of theft in violation of Part II, Section 1, which have occurred on different dates more than seven days apart, or 2.) violating Part II, Sections 2-4.

## PART IV: ADMINISTRATION

### Section 1. Severability

Should any section, clause, sentence, or part of this Ordinance be adjudged by a court of competent jurisdiction to be unconstitutional or invalid, the same shall not affect, impair, or invalidate the Ordinance as a whole or any part thereof other than the part so declared to be invalid.

### Section 2. Safety Clause

The Board of County Commissioners hereby finds, determines, and declares that this Ordinance is necessary for the preservation of public welfare, health, and safety.

### Section 3. Repeal

This Ordinance is intended to be applied in conjunction with other applicable laws, not repeal or supersede other applicable laws. This Ordinance repeals and supersedes only those parts of any other Douglas County ordinance that expressly contradicts and directly prohibits the application and enforcement of this Ordinance. In application of this Section, this Ordinance and all related ordinances shall be narrowly construed in their application.

### Section 4. Adoption and Passage of this Ordinance

Pursuant to C.R.S. §§ 30-15-405 and 406, County ordinances are typically presented for review and comment on First Reading at a Board of County Commissioners Business Meeting. Subsequently, after notice has been provided in the newspaper, the Board of County Commissioners will adopt an ordinance at Second and Final Reading, which is conducted at a public hearing. If adopted as an "emergency ordinance," the ordinance will take effect immediately. Otherwise, all ordinances go into effect 30 days after publication after Second and Final Reading.

## CERTIFICATION

The Douglas County Clerk shall certify the passage of this ordinance and shall have on file copies of this ordinance available for inspection by the public during regular business hours.

**ADOPTED ON SECOND AND FINAL READING** on February 24, 2026, and ordered published by reference to title only in the DOUGLAS COUNTY NEWS-PRESS.

**THE BOARD OF COMMISSIONERS**
**OF THE COUNTY OF DOUGLAS, COLORADO**

By:_____
George Teal, Chair

**ATTEST**:

_____
Deputy Clerk

## CERTIFICATE

I hereby certify that the foregoing Ordinance No. O-025-XXX was introduced and read on First Reading at the regular meeting of the Board of County Commissions of the County of Douglas on December 9, 2025, and the same was published in full in the Douglas County News-Press, a newspaper of general circulation published in Douglas County, on December 30, 2025, and thereafter was adopted on Second and Final Reading at a regular public hearing of the Board of County Commissioners of the County of Douglas on February 24, 2026. Said ordinance was published by reference to title only by March 31, 2026. Said ordinance shall become effective as of May 1, 2026.

_____
Deputy Clerk

State of Colorado )
)ss.
County of Douglas )

Subscribed and sworn to before me this _____ day of _____, 2025, by _____, Deputy Clerk.

_____
Notary Public

My commission expires: _____

## CERTIFICATION

I, _____, Douglas County Deputy Clerk, do hereby certify that the foregoing Ordinance No. O-025-XXX, entitled, **AN ORDINANCE FOR THE ASSISTANCE OF LAW ENFORCEMENT AND CRIME PREVENTION DOUGLAS COUNTY, COLORADO**, is a true, correct and complete copy from the records in my office, that said ordinance was duly adopted by the Board of County Commissioners of Douglas County and is in full force and effect.

_____
Deputy Clerk

**MEETING DATE:** February 24, 2026

**DESCRIPTION:** County Manager Report.

**ATTACHMENTS:**

County Manager Report 2.24.26

**TO:** The Board of County Commissioners
**FROM:** Douglas J. DeBord, County Manager
**DATE:** February 24, 2026
**RE:** **County Manager Report**

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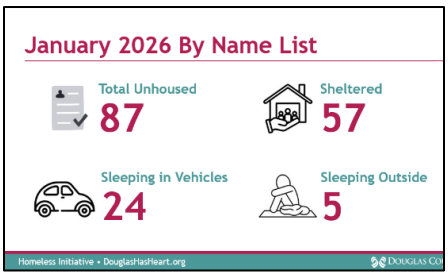
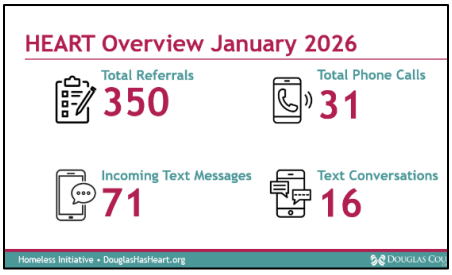
- **$500,000 in federal funding approved for Douglas County roadway improvements -** An important transportation project in Douglas County will receive federal funding this year. On Feb. 3, President Donald Trump signed a five-bill appropriations 'minibus' (a spending bill that includes fewer than 12 regular appropriations bills) into law, securing $500,000 in community project funding for the widening of Highway 85 from Sedalia to Castle Rock, a much-needed improvement in the region. The $500,000 is a direct result of federal engagement by the Board of Douglas County Commissioners in Washington, D.C., last year, as well as sustained action by Congresswoman Lauren Boebert. Visit our webpage to learn more about how these funds will be used and to read more about Commissioner advocacy on a federal level

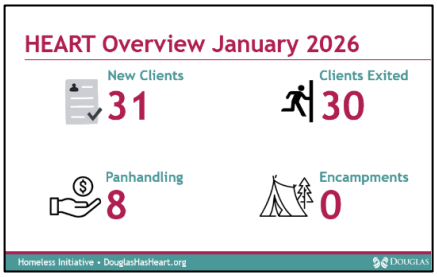
## Community Services

***Activity Report February 6 - 19, 2026***

- **HEART January 2026 Update:**



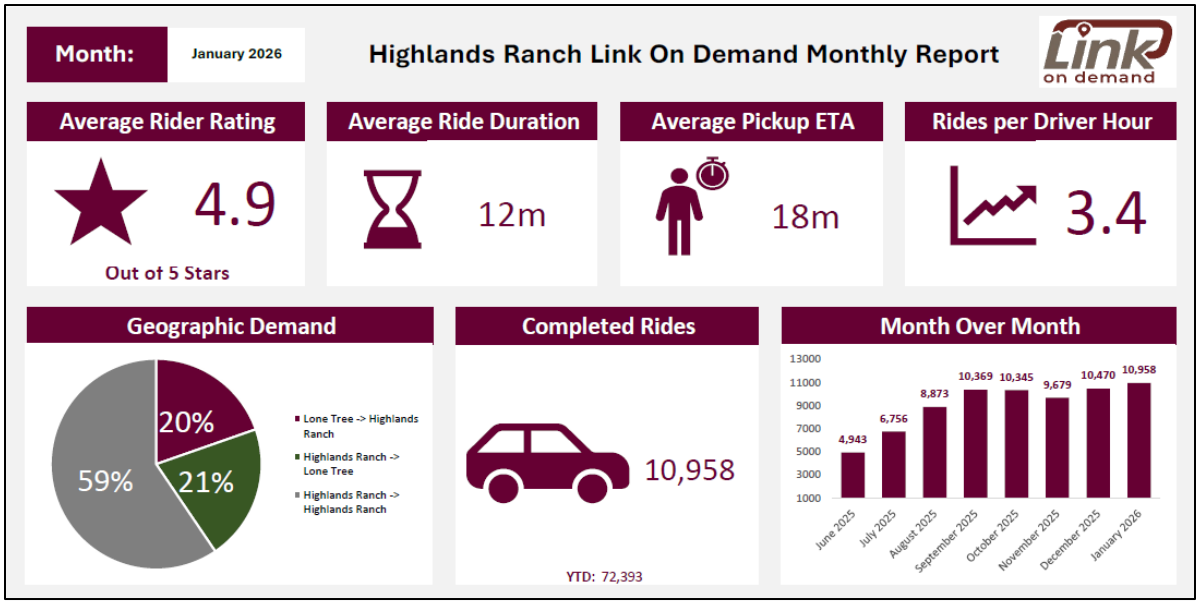




- **Housing Stability Program -** The Housing Stability Program (HSP) has completed the 2025 Homeless Resolution Program funding for eviction prevention, which began on April 1, 2025. During this time, the program assisted six unique households consisting of a total of 13 participants. Through the dedicated efforts of our community partners, more than 50 hours were spent providing comprehensive case management and wrap-around services to clients. Just over $37,000 was allocated for rent assistance, effectively preventing evictions and ensuring households were able to maintain their current housing.

  The County was awarded $50,000 for the next grant period starting April 1, which will enable the program to continue offering exceptional services in collaboration with our HSP Partners. We look forward to maintaining our commitment to housing stability and supporting our community through this impactful program.

- **Link On Demand Report for January 2026:**




- **Douglas County Youth Initiative (DCYI): WrapAround–CASA Juvenile Justice Partnership** - The WrapAround Program has partnered with Court-Appointed Special Advocates (CASA) to provide structured, facilitated 360° action planning meetings for youth involved in the juvenile justice system. Now because of this WrapAround– CASA collaborative model families are no longer left to interpret court expectations on their own. The model represents a proactive, coordinated approach that is successfully moving youth toward stability, accountability, and long-term success.

## Parks and Recreation

***Parks Programing***

- **Parks Volunteer Program -** The Parks Volunteer Program provides opportunities throughout the year for the community to give back to the outdoor spaces that our residents cherish. In 2026, there will be over 40 events across the County. Participants will have the chance to plant trees, flowers, and other landscape plants; clean up the shorelines at Bingham Lake and Rueter-Hess Reservoir; prune scrub oak along the East/West Regional Trail; eradicate noxious weeds; and more! View all opportunities and sign up at douglasvolunteers.com. The program kicked off the 2026 season on February 14th, with a shoreline cleanup at Bingham Lake. Eight volunteers spent three hours in the morning collecting four bags of trash.

***Rueter-Hess Reservoir***

- **New Entrance Station -** On February 2nd, the Rueter-Hess property received its new entrance station (see below right). This new entrance station is one of the improvements that will enhance the guests' experience entering the park. To date, the old entrance station (pictured below left) has served over 20,000 guests in the past 3 years. In addition to being more visibly inviting, the new entrance station will better enable park rangers to serve guests by providing a faster, safer, friendlier arrival. The new entrance station is expected to be fully functioning and ready by the start of this year's watercraft season.

- **Special Event Update -** The Rueter-Hess property continues to be a highly sought-after destination for community programming, hosting youth day camps that teach safe canoe, kayak, and paddleboard use, as well as signature events like the Town's Dash Across the Dam 5K and community engagement days featuring paddle sports, fishing, and hiking. In 2025, the property successfully supported 27 special events, reflecting strong community interest and growing recreational demand. Looking ahead, we have already received 11 special-use requests for 2026, demonstrating continued enthusiasm for using the site for educational and recreational gatherings. These events play an important role in connecting residents to outdoor experiences while reinforcing the property's value as a regional asset. Our team remains committed to supporting safe, well-organized, and memorable events throughout the upcoming season.

## Public Works

***Activity Report February 9 – 20, 2026***

- **Four-way stop coming to Crystal Valley Parkway and Lake Gulch Road - Attention drivers in the Plum Creek Area of Castle Rock!** Due to increased collisions, Douglas County crews installed all-way stop signs at the intersection of Crystal Valley Parkway and Lake Gulch Road on Wednesday, Feb. 18. This improvement is intended to reduce crashes, clarify right-of-way, and improve safety for all drivers, cyclists, and pedestrians traveling through the intersection.

***Active Projects (Cone Zone Webpage)***

- **County Line Road Widening and Reconstruction –** Construction on County Line Road began in September 2025. As of, Jan. 6, 2026, County Line Road was fully closed for approximately 100 days between Clarkson Street and the U-Haul business access. This closure is required for crews to safely import, move and place large quantities of dirt, equal to filling 40,000 washing machines, at Lee Gulch. The fill operations, which are a key component of the widening and reconstruction work, will level out the roadway by removing the dip at Lee Gulch, improving drainage, driver line of sight and overall public safety. Visit our webpage for closure details beginning in January 2026 and lasting through mid-April
Since 2019, Douglas County has worked with partners to advance the final design, acquire right-of-way, and prepare utility relocation design for a major water line located within the project area. Douglas County is partnering with the Denver Regional Council of Governments, City of Littleton, and City of Centennial to fund the project.

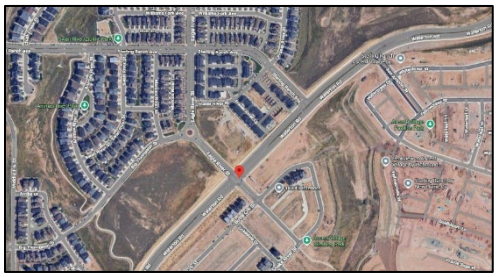
- **I-25 Douglas County Monument Signs** – Cushing Terrell has begun producing construction plans for both the north and south monument signs. The project team has received initial comments from CDOT and is working to address them. Once CDOT approves the design the application will continue to the Federal Highway Administration for approval. Approval is expected to take several months.

- **Hilltop Road (Legend High School to Crest View Drive) Improvements Project** – For segment 1 of this project, the construction began on April 16, 2025, and the contractor began implementing public notifications on message boards. This is the first of three projects planned over the next few years to reconstruct and widen the Hilltop Road and Singing Hills Road corridors. The project has a 16-month completion date and is anticipated to be finished in September 2026. Phase 2 of Construction is anticipated to begin in 2027; and will take 9 to 12 months to construct. Phase 3 of construction is anticipated to begin in 2029 (pending funding); and will take 12 to 18 months to construct.

  There have been questions from citizens about the new roundabout construction at the intersection of Crestview Dr and Village Rd on Hilltop Rd, which will eliminate the existing two-way stop-controlled intersection. Here is the map: Roundabout Rendition/Map.

- **Pine Creek and Highway 67 Culvert Replacement Project** - Two culverts on Pine Creek Rd and three culverts on Douglas County Highway 67 need to be replaced. The existing storm culverts vary in size from 36" diameter to 48" diameter and are made of metal. We are anticipating that this work will occur Fall 2025 – Spring 2026. These culvert replacements will have roadway impacts and travelers to the area should expect long delays.

- **Waterton and Eagle River Roundabout Project** - Construction started on December 8, 2025, and is anticipated to be completed by March 8, 2026. **View Roundabout Plan here**



  - **Phase 1** was completed on Friday, February 6, 2026.
  - **Phase 2** Traffic switch will remain in configuration until the first week of April. This configuration includes opening lanes on Waterton Rd in both directions of traffic as well as opening Eagle River St to the south. The north side of Waterton Rd will be closed and access from Eagle River St to the north of the intersection will also be closed. Detour Map for the Work Zone

- **Highlands Ranch Pkwy Reconstruction, Broadway to Burntwood** - County received final design on February 6th and are beginning to assemble the bid documents. The project is planned to bid April 7th, and construction will begin in early summer of 2026.

- **Broadway at Northridge Recreation Center Storm Sewer Maintenance Project** – Staff have begun the maintenance phase of this project for the 54" Corrugated Metal Pipe (CMP) located along the front of the Northridge Recreation Center in Highlands Ranch, and the dual 126" CMP storm culverts that are located under Broadway at the Northridge Recreation Center.

  On Monday, February 16, 2026, the contractor began lining the 90" storm sewer from Wildcat Reserve Pkwy and University to the outfall north of Lark Sparrow Dr. The right turn lane from northbound Wildcat Reserve Pkwy to eastbound University will be closed for approximately 6 weeks and the through lane will become the through/right turn lane during this time; and the sidewalk on the east side will also be closed. Pedestrians will need to cross from the east side of Wildcat

Reserve Pkwy to the west side at the signalized intersection south of the work zone which is Grace Blvd/Cresthill Ln or cross to the west side of Wildcat Reserve Pkwy to access Fallbrooke or to head south to Grace Boulevard. The contractor will also be staging on the north side of Lark Sparrow Dr and there will be a traffic shift there also, but lanes will remain open. Access to Eastridge Rec Center and Falcon Park will not be impacted.

- **Traffic Striping and Markings Projects** - On Wednesday, Feb. 18, 2026, Traffic Signs and Markings crews installed an all-way stop condition at the intersection of S. Lake Gulch Rd and Crystal Valley Parkway.

- **2026 Pavement Management**
  - The 2026 Sidewalk Repair Project was bid on December 9th. Chato's Concrete LLC was the apparent low bidder with a bid of $2,279,120.00. This is 9% below the engineer's estimate. Work is expected to begin in March.

  - The 2026 Guardrail Repair Project bid on December 16th. The apparent low bidder submitted a bid package that was found to be insufficient; the next low bidder is Cruz Construction. The bid amount from Cruz Construction was $150,090.00 which was 25% under the engineer's estimate. A pre-construction meeting is scheduled for February 5th.

  - The 2026 Asphalt Overlay Project bid on December 2nd. The apparent low bidder was Martin Marietta Materials, Inc. with a bid of $10,230.041.55 which was 13% below the engineer's estimate. Work is expected to begin in May.

- **Jones Road** – Matrix Design Group was selected as the design consultant for the design of the Jones Road project. The project includes asphalt paving of the roughly 3-mile road as well as drainage improvements. The project will be constructed in phases. A concept design has been selected, and the team is working towards the final design of the first phase.

- **Grigs Road Paving Project – Phase 2** - RS&H was selected as the design consultant for phase 2 of the Grigs Road project. Phase 2 will start where phase 1 ends, near the East-West Trailhead Parking Lot and will continue north onto the existing concrete road. The project includes realignment of the road, drainage improvements, a parallel pedestrian trail, and asphalt paving. The consultant has developed concept-level designs for the roadway and adjacent trail. A virtual open house is being developed to share the concept designs and solicit feedback from the public. Survey and geotechnical work continue. This project is scheduled to be constructed in 2027.

- **Quebec and Park Meadows Dr Intersection Improvements** – Basis Partners met with County staff as well as RTD, CDOT, HRMD and Lone Tree staff in mid-December to review the concept designs. The concept design includes improvements from C470 to the lighted intersection south of Park Meadows Dr. The first phase of work is planned for 2026 and may include retiming of signals and upgrades to signs and striping. County staff is preparing the contract for final design with Basis Partners. They are expected to begin on final design in March.

- **2023 Bannock LID** - The design consultant, TST, is working on the design, with a preliminary design expected by the end of the year. County staff have reviewed the initial roadway design and provided feedback. The consultant is continuing the roadway design and beginning the drainage design. Once the preliminary design is complete, financing will be executed, and plans will be prepared for bidding. (Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)

- **2023 Spring Canyon LID** – The design consultant, TST, is nearing the end of preliminary design and will continue into final design. The CDPHE approval process for the proposed lift station continues. CORE and Black Hills Energy continue to work on the designs for electric and gas services. The county has received rough construction cost estimates as well as a proposal for final design work and the project is still on schedule for mid-2026 construction bidding. TST will begin reaching out to property owners in December to discuss design considerations. (Design work performed in advance of finalizing financing will be reimbursed to the County by the lender as part of the construction loan.)

***Operations***

- **Street Sweeping**: Feb: 293 lane miles swept; 389 lane miles swept YTD
- **Grading**: 121 lane miles graded; 314 total lane miles graded YTD
- **Paved Surface Report**
  - Pothole Patching YTD: 7,850 pounds of material
  - Crack Sealing YTD: 26,650 pounds of material
- **Culvert Inspections**: 90 inspections completed YTD.

- **New Webpages**
  - Gravel Road Paving Program
  - Concrete Roadway Improvement Projects
  - Sidewalk Repair and Roadway Pavement Improvement Projects

***Building***

- **Inspections, Permits and Valuations for Feb 5 – 18, 2026**:

| Inspections | |
|---|---|
| Building | 552 |
| Electrical | 555 |
| Mechanical/Plumbing | 346 |
| Roofing | 43 |
| **Permits** | |
| Accessory Use | 20 |
| New Commercial | 19 |
| Residential Alteration | 0 |
| New Residential | 24 |
| Roofing | 46 |
| **Valuations** | |
| Accessory Use | $543,768 |
| Commercial | $23,506,824 |
| Residential Alteration | $1,179,505 |
| New Residential | $8,633,349 |

## Douglas County Economic Development Corporation

- **Tech Spotlight: Sodern America** - Douglas County is now home to the **"celestial compasses"** that guide the world's most advanced satellites. By bringing their world-class star tracker and neutron emission technology to our community, Sodern America is cementing our reputation as a premier hub for deep-space innovation. Learn more

- **Colorado Space Business Roundtable (CSBR)**: Sponsor of Aerospace Day at the Colorado Capitol - Aerospace Day is a premier gathering of industry leaders, policymakers, students, and innovators celebrating Colorado's leadership in aerospace and advancing our state's growing space economy. To learn more about sponsorship opportunities and register for free attendance, click the link below.

When: March 16 | 9am - 6pm
Where: 200 East Colfax Ave, Denver, CO 80203

## Public Health

- **You can now read Douglas County's 2025-2028 Community Health Needs Assessment and Public Health Improvement Plan -** Over the past year, the Douglas County Health Department (DCHD) engaged residents across the county to better understand their top public health concerns. Your input has now shaped action. The 2025–2028 Public Health Improvement Plan (PHIP), informed by a Community Health Needs Assessment (CHNA), identifies key health priorities unique to our community and aligns local efforts with statewide strategies to ensure resources are used effectively and impact is maximized. **Visit our webpage to read the full PHIP and CHNA** and to learn about the future of public health in Douglas County.

- **Help shape local health efforts: Share your voice on nicotine, vaping, and tobacco use -** Your Douglas County Health Department wants to better understand what you know, think, and experience when it comes to nicotine, vaping, and tobacco. Whether you've used these products, been impacted by them, or simply want to help guide community health initiatives, your perspective matters. We invite you to share your thoughts and experiences through a community survey by March 31.

- **Help shape the future of opioid services in Douglas County -** In 2021, Colorado joined a national settlement with opioid manufacturers and distributors for their role in fueling the opioid epidemic. The Douglas County Opioid Council oversees local funding received through the settlement, managing resources for programs that address opioid use and substance use disorder.

To help ensure allocated funds reflect the community's most pressing needs, the Council is asking residents to complete a short prioritization survey. Community feedback will directly inform future funding decisions and program investments. **Visit our webpage to learn more and participate in the survey**.

## Open Space and Natural Resources

- **Barbed Wire Removal with Volunteer Trail Crew -** On Tuesday, February 10th, Open Space and Natural Resources (OSNR) staff and Trail Crew Volunteers went out to Hidden Mesa Open Space to remove unnecessary barbed wire. In total ¾ mile of fencing was removed. This new project supports a broader initiative to enhance wildlife connectivity by reopening natural corridors. Removing unnecessary fencing reduces the risk of injury and entanglement for wildlife, allowing animals to move freely throughout the area. The next barbed wire removal will occur on Tuesday, February 24th at Spruce Mountain Open Space. This opportunity is open to the public on Douglas Volunteers!

- **OSNR Staff Install Memorial Plaque on top of Lincoln Mountain Open Space -** On February 17th, OSNR staff worked through gale force winds, carried a steel rock bar and tamping bar to the top of Lincoln Mountain to secure a plaque memorializing Retired U.S Army Lieutenant Mark Maloney. The plaque was placed adjacent to a stone bench donated by Mark several years ago.

Mark is a Vietnam Veteran and former marathon runner who suffered an accident in 2020 that left him paralyzed. Lincoln Mountain was his favorite place in Douglas County and Mark has been a long-time advocate for the County's open spaces, trails, and for helping other accident victims and Veterans recover from injuries.

OSNR staff was honored to install the plaque for Mark and his family – it serves as a lasting tribute to his military service and contributions to the Douglas County community.

## Facilities, Fleet and Emergency Support Services

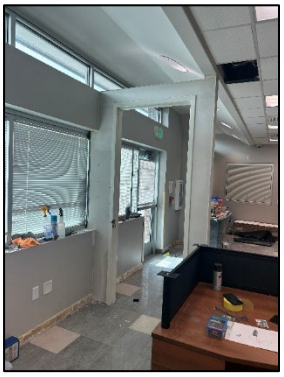
***Douglas County Fairgrounds and James R. Sullivan Events Center***

- **Fairgrounds Events**: Battle for the Mountain Top Martial Arts, DC GOP Governor Debate, Mile High Barrels, Mounted Shoot, Parker Barkers, Discover 4-H, Tanner Gun Show, Douglas Conserves Workshop, DC Rabbitears, Running Rovers, Next Steps Neurodiversity, 4-H Buckle Series, Aurora Horseman Practice, CO Bar Exam, Cowboys 4-H Practice, Plum Creek Kennel, Mounted Patrol, DC IT Dept. Luncheon, PE+, Revive 1787, Front Range Agility, Colorado Muay Thai, Jasmine's Quincenera.

- **Event Spotlight:** On Saturday, February 14, the Fairgrounds hosted the 14th Annual Castle Rock Bull Riding event in the Indoor Arena, featuring both afternoon and evening performances with strong ticket sales and an enthusiastic crowd. The event delivered an exceptional competition, with Bryce Burnell taking home the buckle and nearly $5,000 in purse money after posting a top score of 90.0. Hosting a rodeo event of this caliber requires extensive coordination, and Fairgrounds staff worked closely with the event organizer to manage facility setup, animal welfare and logistics, patron flow, crowd management, and overall life safety operations. The event was a success across all measures, and we look forward to celebrating the 15th year of Castle Rock Bull Riding in 2027.

- **Fair & Rodeo Committee Meetings:**
    - Show Management 3/2; Livestock Sale 3/2; Marketing 3/9; Guest Experience 3/9; Entertainment 3/12; Executive 3/12; Fair Board 3/19

***Facilities:***



- **Fairgrounds:**
    - Premium Seating Deck Ceiling: 100% complete
    - Kirk Hall Floor Finish: 50% complete
    - **Justice Center -** Detention Kitchen Apoxy Floor Reseal: 10% complete
- **LED Lighting Conversions**
    - Substation: 80% complete
- **Lansing Point**: Phase II: 23% complete
- **PMC Clerk & Recorder Remodel**: 1st Floor - 75% complete (see right)

***Fleet***

- **Working On:**
    - Fuel site controller/pedestal upgrades with IT
    - Replacing old diagnostic laptops with newer assets with IT
    - 2026 asset acquisition specifications
    - Assisting the Sheriff's Office in setting up Hi/Low Sirens in all patrol units
    - Acquiring a Chevy Traverse for HEART using a grant award

- **Fleet Acquisitions:**
    - 2024 Asset Replacements & ADDs
        - Budgeted (69) – 8 at upfitter, 61 received.
    - 2025 Asset Replacements & ADDS
        - Budgeted (64) – 33 at upfitter, 31 received.
    - 2026 Asset Replacements & ADDS
        - Budgeted (60) – 58 in progress, 2 received.

- **Recently Completed:**
    - In-serviced unit 2507, 2510, 2511 and 2514.
    - In-serviced two new trailers that were donated to Search and Rescue. (see right)
    - All stored units have been removed from the Miller parking garage and sent for upfitting

- **Safety and Security/Emergency Support Services:**
    - **Workplace Safety and Security Training** sessions are scheduled for 2026. An email notification was sent to all employees during the first week of February.
    - Please monitor your email in the coming weeks for updates to our emergency notification process.
    - The **Hazard Mitigation Plan** will be released for public review in early March. Announcements will be made to inform both employees and the public where the plan can be accessed.

## Information Technology

***Completed Projects***

- **Next Generation Teams and SharePoint Rollout Nears Completion** - The County's Next Generation Teams and SharePoint Program is approaching full implementation. With recent deployments in Public Affairs, IT, HR, and Finance, this leaves two remaining departments, Community Justice Services and Clerk and Recorder, before countywide completion.

Each implementation has established a standardized Microsoft Teams collaboration environment, migrated legacy content, and provided structured training to support adoption. As part of this effort, outdated Teams have been migrated, and then the legacy Teams have been formally retired, strengthening security, improving records management practices, and enhancing cross-department collaboration.

This initiative represents a significant step forward in modernizing the County's digital workplace infrastructure, improving operational consistency, and reducing long-term technology risk. A final update will be provided upon completion of the CJS and Clerk & Recorder implementations.

- **Tax Roll Interim Enhancements – Phase 2** - The County successfully completed Phase 2 of the Tax Roll Interim Enhancements project on February 5, 2026. This initiative ensured compliance with new state legislation requiring split property tax assessments, and previously, Phase 1 replaced the outdated Tax Roll application with a modern, flexible system. Delivered on time and at zero cost, the new Tax Roll System enables the Assessor, Treasurer, and IT teams to process and send tax notices seamlessly, including legislative changes, while improving efficiency and reliability. Citizens experienced no disruption, and tax notices were delivered on schedule, reinforcing the County's commitment to exceptional service.

- **Geospatial Data Modernization Phase 2** - Phase 2 of the Geospatial Data Modernization Program has been successfully completed, advancing Douglas County's geospatial capabilities through improved operational efficiency, streamlined workflows, and strengthened data governance. Our datasets are now more accurate, standardized, and enterprise-ready — positioning the County for future integration, advanced analytics, and AI innovation while supporting smarter decision-making and enhanced service delivery for our community.

- **ArcGIS Online Cleanup Phase 1** - The ArcGIS Online Cleanup Initiative has been successfully completed, modernizing and streamlining Douglas County's GIS platform to make it cleaner, faster, and easier to use. Through organized content, standardized governance, and improved data integrity, we have established a stronger, more sustainable foundation for collaboration, innovation, and efficient service delivery across the County.

***New IT Projects***

| Project Name | Description | Department Office |
|---|---|---|
| **Deed Processing Automation** | Modernize the Assessor's deed transfer process by replacing manual data entry with an automated solution that captures and updates property information quickly and accurately. This project will reduce staff time spent on data entry, enhance data quality, and strengthen reporting and transparency. | Assessor's Office |
| **Cartegraph Migrate AGOL to Portal Initiative** | This initiative will transition Cartegraph Traffic and Parks GIS workflows from ArcGIS Online to ArcGIS Enterprise Portal. By implementing a standardized Portal-based design pattern with automated data synchronization and controlled read-only publishing, the effort strengthens governance, improves performance, and aligns Cartegraph integrations with the County's enterprise GIS architecture. | Traffic Division of Engineering, Parks & Recs Department |

***Active IT Projects***

| Project Name | Description | Dept/Office |
|---|---|---|
| **Zoning Statutes Codification Project** | This modern platform will replace the current manual, PDF-driven process. The new system will provide a centralized, ADA-compliant public portal with robust search capabilities and GIS integration, improving transparency and accessibility for constituents. This initiative streamlines internal workflows, ensures legal compliance through version control, reduces operational risk, and positions the County for future scalability. | Community Development |
| **.gov Migration Project** | This project aims to enhance security and citizen confidence by migrating Douglas County websites, email addresses, county collateral, and processes to a .gov domain (from the CO.US domain). | Countywide |
| **WorkSMART Budget/Finance** | As part of the JDE replacement program, we aim to streamline business processes and improve data accuracy by implementing efficient data entry and system integration. This will modernize the County's outdated finance, accounting, budget, and procurement processes by implementing an Enterprise Resource Planning system. | Countywide |
| **Next-Gen Teams and SharePoint** | This initiative is designed to streamline collaboration by leveraging Microsoft Teams and SharePoint. With clear guidelines, training, and ongoing support, departments will have the tools to work together more efficiently and securely. | Countywide |
| **Recreation Opportunity Public Map** | Develop a comprehensive, up-to-date map showcasing recreational opportunities across the county. This initiative is designed to improve public access to information about parks, trails, open spaces, and other amenities, making it easier for residents and visitors to explore and enjoy the county's outdoor offerings. | Parks |
| **DC Services Refresh** | The DC Services Refresh project is upgrading Douglas County's employee service portal to provide a modern, user-friendly experience. By moving to ServiceNow's Employee Center, employees will gain a centralized place to access services, submit requests, and track approvals across departments. This refresh streamlines navigation, improves usability across devices, and enhances visibility into service delivery—making it easier for staff to get what they need. | Countywide |
| **FFESS Fuel Management System Replacement** | Douglas County is replacing its outdated and unsupported fuel management system with a modern, cloud-based solution to improve efficiency, enhance security, and ensure compliance. The current system, used across nine fuel sites, is unreliable and difficult to maintain, with unresolved issues and limited vendor support. This upgrade will be rolled out sequentially in Spring - Summer 2026. | FFESS |
| **Gravel Pavement Survey App** | The Gravel Pavement Survey App will enhance how Public Works manages and visualizes community paving input by automating the integration of Survey123 results with the maintenance centerline layer. This will reduce manual effort, improve data accuracy, and enable real-time insights to support better planning and prioritization of pavement projects across the county. | Public Works |
| **Comprehensive Master Plan Interactive Map** | Preparing and auditing CMP GIS datasets to establish a clean, standardized, and well-documented data framework that will support | Community Development – Planning |

| | | |
|---|---|---|
| **Phase 1** | the future development of an interactive map, improve accessibility, and enable advanced functionality such as point-on-parcel queries. | |
| **Server Patching Tool** | This modern server patching solution will replace legacy tools (SCCM and Ansible) that no longer meet operational or compliance requirements. This initiative will deliver real-time visibility, automated audit reporting, scheduling flexibility, and improved collaboration during deployments—enhancing security, efficiency, and reliability across the County's server infrastructure. | IT Department |
| **Windows Hello Deployment Project** | This project aims to strengthen identity security and improve the user sign-in experience by deploying Windows Hello for Business across Douglas County endpoints, enabling modern, phishing-resistant authentication through biometrics and PIN-based credentials. | Countywide |
| **Bitwarden Password Management Project** | This project aims to enhance credential security and reduce password-related risk by implementing Bitwarden as the enterprise password management solution for Douglas County, promoting secure password storage, sharing, and user adoption of strong authentication practices. | Countywide |
| **Microsoft Purview Security Tools Project** | This project aims to improve data governance, compliance, and insider risk visibility by leveraging Microsoft Purview security tools across Douglas County, enabling data classification, sensitivity labeling, and policy-driven protection of county information assets. | Countywide |
| **Office Monthly Enterprise Channel Modernization Project** | This project aims to maintain application security, performance, and feature consistency by standardizing Douglas County on the Microsoft Office Monthly Enterprise Channel, ensuring timely updates while balancing stability and change control across the enterprise. | Countywide |
| **POSSE Mobile** | This project will update our mobile app to ensure it remains fully compatible with Apple's latest iOS release. It will prevent service interruptions, improve performance, and make the app easier to maintain in the future. The update will be seamless for users. | IT, Planning, Engineering, Building |
| **E. Lansing Point Bldg. – Technical Infrastructure Relocation Moves** | Phase 2 encompasses the remaining construction buildout, the extension of necessary County technology, and relocation of Human Services and Mental Health staff to accommodate Douglas's growth and the need for a northern County presence. | Human Services |

## Administrative Meeting – February 3, 2026

- The Board took action on several board and commission appointments, while identifying additional vacancies for future consideration. Public affairs updates included finalization of the County magazine, upcoming town halls, and multiple video projects pending RFP and draft review. The Board reviewed citizen correspondence related to development projects, public safety inquiries, and concerns about mayoral lunches, which commissioners defended as a high-value coordination tool, noting that some costs are personally covered by commissioners. Legislative discussion included opposition to state preemption of local drone authority (with final direction deferred) and continued prioritization of advocacy for a human trafficking bill currently in committee, along with direction to develop a focused legislative news landing page highlighting high-impact policy issues.
  **Motion:** The Board directed staff to redirect the County's nonprofit sponsorship efforts away from the Douglas County Community Foundation due to concerns regarding mission drift and management

standards and to begin the legal establishment of a new 501(c)(3) entity, tentatively named the Douglas County Foundation. Interim representation will be maintained during the transition. Passed 2-0.
**Motion:** The Board appointed Ed Hairfield to the Fair Board. Passed 2-0.

## Commissioner Work Session – February 3, 2026

- During the Work Session, the Board received detailed briefings and provided strategic direction on nonprofit restructuring, the 2026 Fair and Rodeo, building code updates, and legislative priorities. Commissioners affirmed direction to move forward with establishing the Douglas County Foundation to better serve approximately 800 nonprofits and 400,000 residents. The Fair Board presented its first formal business plan, which the Board requested to review and vote on at a future meeting, and staff received direction to pursue a second concert (Rock or 90s Alternative) on Parade Day and to relocate the Hometown Rodeo to the weekend prior to the Fair to reduce operational congestion. Strong early ticket sales were reported, and the Board reaffirmed support for community events, including Farm to Table revisions and staff appreciation events, noting the prior $31,000 staff night was successful. Staff also briefed the Board on adoption of the 2024 International Building Codes and the state-mandated Wildfire Resiliency Code, with direction to continue evaluating Intergovernmental Agreements with fire districts to provide streamlined enforcement despite expected cost impacts to homeowners. Legislative discussion included intensifying advocacy for a human trafficking bill and planning for clearer public communication of the Board's legislative priorities.

## Commissioner Work Session – February 9, 2026

- The Board reviewed proposed updates to Douglas County's building codes and implementation of the state-mandated Wildfire Resiliency Code (SB 23-166). The County plans to adopt updated 2024/2026 International Building, Fire, Energy, and Electrical Codes by April 1, 2026 (no later than July 1, 2026) to avoid automatic imposition of more restrictive state "low energy" codes that would require full electrification of homes. The Board discussed the significant impact of the Wildfire Resiliency Code, particularly Class 2 hardening requirements, which mandate non-combustible materials for siding, decking, windows, fencing near structures, and landscaping changes within defined "structure ignition zones." Commissioners expressed concern about retrofit triggers, where minor permits (e.g., siding or window replacement) could require full wildfire compliance upgrades. Staff was directed to pursue Intergovernmental Agreements (IGAs) with fire districts to streamline permitting as a "one-stop shop," prepare template plans and public education materials, and explore zoning resolution updates to integrate wildfire standards and address HOA conflicts. Upcoming milestones include Planning Commission review in February/March 2026 and targeted Board adoption by April 1, 2026.

## Administrative Meeting - February 9, 2026

- The Board addressed governance transitions, public communication efforts, Retail Theft Ordinance refinements, and Fair event planning. Commissioner Van Winkle was appointed to the Douglas County Community Foundation (DCCF) Board following Commissioner Laydon's resignation to maintain oversight during the County's exploration of forming a separate foundation. Public Affairs reported on citizen engagement through the Citizen Connect portal and Commissioner Teal noted 32 direct constituent contacts after publication of his cell phone number. The County Attorney's Office continues to revise the Retail Theft Ordinance, incorporating public feedback, and clarifying jurisdictional enforcement boundaries in unincorporated areas and Sheriff-policed municipalities. The County is transitioning from "Code Red" to "Doug Co Alerts," requiring residents to re-register, with an internal employee test scheduled in March. The Board discussed formalizing recognition standards for Hall of Fame honors. Fair planning updates confirmed Trace Adkins as headliner (tickets on sale), evaluation of additional acts, potential multi-act scheduling changes, and inclusion of a drone show.
- The Board went into Executive Session to receive legal advice regarding a resolution to provide county support for Sheriff's deputies involved in civil litigation to be considered the next day. Upon conclusion of

the executive session, the Board directing preparation of a brief public statement and routing media inquiries to the public meeting video for transparency.

- The Board reviewed multiple board and commission transitions, including Stephen Allen's resignation from the Planning Commission and discussed nominating him to the Hall of Fame, temporary succession by Mark Witkiewicz, and consideration of Mark Reyher for appointment. Planning for the upcoming leadership retreat was expanded from 22 to approximately 55 attendees to include assistant directors, focusing on AI implementation and strategic planning. The Board previously approved a $10,000 increase to the Douglas County Rodeo Queen Royalty Scholarship, and staff is coordinating planning discussions to align funding with program delivery.

## Legislative Positions Briefing - February 11, 2026

- The Board of County Commissioners convened following executive session to discuss negotiating positions and unanimously approved the following motions:
    - HB26-1138 - Retail Theft Prevention Program – Support.
    - HB26-1021 - Second Amendment Protection Act – Sheriff supports – Support.
    - HB26-1037 - Ban Government Purchase of Personal Data from Third Party – Oppose.
    - HB26-1126 - Requirements for Firearms Dealers – Oppose.
    - HB26-1144 - Prohibit Three-Dimensional Printing Firearms and Components – Oppose.
    - HB26-1114 - Allowed Minimum Lot Size for Subject Jurisdictions – Oppose.
    - SB26-043 - Record Keeping and Regulation of Sale of Firearm Barrel – Oppose.

  Staff (Mariah and Josh) were directed to formally register and post the County's positions. The Board also received an update from Treasurer Gill regarding HB 1119, which the Colorado County Treasurers Association strongly opposes and is currently under active negotiation; the Association's analysis will be circulated to the Board for review.

## Administrative Meeting - February 17, 2026

- The Board convened an executive session to discuss negotiation strategy for an upcoming "Link on Demand" presentation. Following executive session, the Board reviewed public affairs topics. The Board finalized edits to the county magazine, which will be mailed within 7–10 days. The Board clarified and reaffirmed its public participation policy providing for public comment on every agenda item prior to a vote. Future initiatives will include coordinating a Town Hall on child internet safety prior to spring break, directing Communications to prepare a one-page resource guide for parents and host materials on the Healthy Families webpage. Commissioner Laydon gave an update of the Wildfire Action Collaborative, describing a GIS-based wildfire mitigation and evacuation software tool and noted plans to relaunch wildfire grants in Q2. Commissioner Laydon confirmed his plan to attend the NACo Winter Legislative Conference in Washington DC (February 20–24) and will convene a Metro Area County Commissioners (MACC) meeting on February 23 at the conference with Representative Brittany Pettersen to discuss SNAP funding, human services, wildfire mitigation, and Metro Area County priorities.

  At the request of the County's state lobbyist, the Board briefly discussed a recently introduced state senate bill, SB26-097, which would decriminalize commercial sexual activity between consenting adults. The Board unanimously voted to oppose the bill.

  The Board briefly discussed board and commission appointments for Rocky Mountain RETAC, including Dr. Burt Katubig and Health Department employee Elijah Knecht, and began reviewing candidates for Cultural Council vacancies. The Board directed that departing Planning Commissioner Stephen Allen be recognized through a "Hall of Fame" honor and discussed potential replacements. Additional direction included pursuing a high-priority meeting with the new head of Colorado Parks and Wildlife regarding open space acquisitions and other potential partnership.

## Public Works Bid Calendar

| Project Description | Plans Available to Contractors | Contractor Pre-Bid Conference | Project Bid Opening | Tentative BCC Approval Date |
|---|---|---|---|---|
| **Pine Drive and Pine Lane Improvements CI 2020-019 and CI 2020-020** | Dec. 22, 2025 | Jan. 14, 2026 | Jan. 27, 2026 | Mar. 10, 2026<br>*10 bids under review* |
| *Extending the 4-lane roadway section north from Lincoln Ave to approximately 700-ft north of the intersection with Pine Ln and includes installing traffic signals at Ponderosa Dr and Pine Ln Intersections; and widening Pine Ln from a 2-lane roadway section (1 through lane in each direction) to include a center 2-way left-turn lane between Dixon Dr and Pine Dr and provide a westbound right-turn deceleration lane at Dixon Dr.* | | | | |
| **Crowfoot Valley Road / Macanta Blvd. Temp Signal Project TF 2025-023** | Jan. 12, 2026 | Jan. 21, 2026 | Feb. 3, 2026 | Mar. 10, 2026<br>*4 bids under review* |
| *Repairing or replacing guardrail components within unincorporated Douglas County.* | | | | |

## Planning Services Activity Report

### Completed Projects

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 3 | 02/04/26 | EVOC - Zebulon Infrastructure | Douglas County Public Works Engineering request for grading & infrastructure improvements assoc. with future EVOC and Zebulon Park development. | Location and Extent | LE2025-023 |
| 1 | 02/05/26 | Hillcamp Ridgegate Preliminary Plan | City of Lone Tree - 261 single family detached lots. | External Referral | RE2025-200 |
| 1 | 02/05/26 | Hillcamp Southridge Preliminary Plan | City of Lone Tree - 343 single family detached lots. | External Referral | RE2025-199 |
| 2 | 02/05/26 | Triple G Ridge, Lot 2, 3rd Revision, 5th Modification | Eligible Facilities Request (EFR) to remove and replace existing equipment. | SIP Modification | SP2026-008 |
| 2 | 02/06/26 | Chateau Valley SDP Project | Town of Castle Rock - 126 duplex lots & 297 single family detached lots. | External Referral | RE2026-004 |
| 2 | 02/06/26 | Dawson Trails Filing 1, Amendment 2 Plat | Town of Castle Rock for updates to the plat for the easements for Costco. | External Referral | RE2026-008 |
| 1 | 02/06/26 | Compark Village Planned Development, 8th Amd | Town of Parker - amend certain areas and guide text. | External Referral | RE2026-007 |
| 3 | 02/10/26 | Highlands Ranch Planned Development, 80th Amd | Amend Planning Area 85 to add residential units. | Planned Dev - Major Amd | ZR2025-001 |
| 3 | 02/10/26 | Roxborough Downs, Lot 60 and Lot 61 | Request to vacate the lot line between 2 residential lots. | Administrative Replat | SB2025-007 |
| 3 | 02/11/26 | Highlands Ranch Planned Development, 81st Amd | Add uses and adjust planning areas in OSCA. | Planned Dev - Major Amd | ZR2025-004 |

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 1 | 02/12/26 | Meridian Office Park Filing 1, 28th Amd, Block 6A, Lot 2B-1C-1A, 1st Rev, 1st Mod | 400 square foot addition to an existing commercial building. | SIP Modification | SP2026-006 |
| 1 | 02/12/26 | Inverness Filing 7, 1st Amd, Lot 1, 1st Revision | Construction of a 325-unit apt complex with a clubhouse and amenities. | SIP Revision | SP2024-069 |
| 3 | 02/12/26 | Walker Center, 1st Amd, Tract A & Walker Center 3rd Amd, Lot 4B-2 | Request to vacate lot and tract for a commercial property. | Administrative Replat | SB2024-018 |
| 1 | 02/17/26 | Crowsnest Planned Development | City of Castle Pines - 749-acre mixed use, master planned community zoned PD | External Referral | RE2026-003 |
| 2 | 02/17/26 | Lambert Ranch Rural Site Plan Exemption, 8th Amd | Amend residential building envelope on Parcel 25. | Exemption | EX2025-010 |
| 1 | 02/17/26 | Pinery Village Filing 1, 2nd Amd, Lot 3B | Request for Site Improvement Plan (SIP) for an automobile repair business. | Site Imp Plan | SP2025-079 |

## Referrals

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 2 | 01/22/26 | Jam Ranch Rezone | Rezone 3 parcels from Agricultural One (A1) to Estate Residential (ER). | Rezoning | ZR2025-015 |
| 2 | 01/27/26 | Westcreek Lakes Filing 1, Block 2, Lot 30 and Lot 31 | Request to vacate common lot line between two residential lots. | Administrative Replat | SB2026-001 |
| 1 | 01/28/26 | Vacation of a portion of Cottonwood Ave | Vacation of a portion of Cottonwood Ave with ownership to be split between Block 13, Lot 5 and Block 24, Lot 1A. | Roadway Vacation | SB2026-004 |
| 3 | 01/30/26 | Highlands Ranch Filing 89A, Tract E | New cell tower. | Site Imp Plan | SP2026-009 |
| 3 | 01/30/26 | Owens Ind'l Park Filing 1, 1st Amd, Lot 1A & M/B Parcel, 4th Amd | Install a South Metro Fire District heated enclosure to cover fire equipment, add fencing and clarify paved surfacing within the loop road. | Administrative USR Amendment | US2026-001 |
| 1 | 02/02/26 | Redemption Church | Minor Development Non-Residential Final Plat for Redemption Church. | Minor Dev Non-Residential | SB2026-005 |
|  | 02/03/26 | Nonfunctional Turf, DCZR Amd, Secs 27, 32 & 36 | Proposed County Regulations for Nonfunctional Turf | Document and Regulation | DR2026-001 |
| 2 | 02/03/26 | Remuda Ranch Rural Site Plan, 3rd Revision | Reduce side setbacks by five to ten feet based on property acreage. | SIP Revision | SP2026-010 |
| 3 | 02/04/26 | Chatfield Commercial Center Rezone | Rezone from Rural Residential and Business to Light Industrial. | Rezoning | ZR2026-001 |
|  | 02/09/26 | Single Family Attached Residential Development Process Streamlining, Douglas County Zoning Resolution Amd, Sec 27 | Proposed amendments to streamline review of single-family attached residential developments. | Document and Regulation | DR2026-002 |
| 2 | 02/10/26 | Pinery Filing 30-B, Lot 5 | Accommodate construction of accessory structure. | Administrative Replat | SB2026-002 |
| 3 | 02/10/26 | Highlands Ranch Filing 61B, 1st Amd, Lot 1D, 2nd Rev | Request for a change use from retail to retail and restaurant. | SIP Revision | SP2026-007 |

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 3 | 02/10/26 | Highlands Ranch Planned Development, 84th Amd | Amend PA 85 to add residential units. | Planned Dev - Major Amd | ZR2026-002 |
| 2 | 02/12/26 | Canyons South Filing 5, Lots 95 and 96 | Request for a lot line adjustment between two existing lots. | Administrative Replat | SB2026-006 |
| 3 | 02/17/26 | 5675 Delva Way | Request by Douglas County for a tree and yard waste recycling biochar facility. | Location and Extent | LE2026-001 |

## Upcoming PC Hearings

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| | 02/23/26 | Building Code Adoption Work Session | Work Session with the Planning Commission regarding Updates to Building Codes for 2026. | | |
| 2 | 02/23/26 | Ramblewood Preliminary Plan | Request to subdivide into 70 single family residential lots and 8 tracts. | Preliminary Plan | SB2025-040 |
| | 02/23/26 | Large Day-Care Homes, Douglas County Zoning Resolution Amd, Sec 21 | Remove the USR requirement for Large Day-Care Homes to comply with State Statutes. | Zoning Resolution Amendment | DR2025-007 |
| 1 | 03/02/26 | Pinery Village Filing 2 | Request to establish 4 commercial lots and 6 tracts (Pinery Village). | Minor Dev Non-Residential | SB2021-049 |
| 3 | 03/02/26 | Highlands Ranch Filing 159 | Plat one multi-family residential lot for future senior apartment development. | Minor Dev Final Plat | SB2023-022 |
| | 03/02/26 | Recommendation for Building Code Adoption | Recommendation from the Planning Commission for Building Code Adoption. | Code Adoption | |
| 1 | 03/02/26 | Driskill Subdivision | Create one 10.16-acre lot, and one 20-acre lot. | Minor Dev Residential | SB2025-042 |
| 3 | 03/16/26 | 5676 Delva Way | Construct a County biochar facility on 10 acres within the Sedalia Business Park Planned Development. | Location and Extent | LE2026-001 |

## Upcoming BCC Land Use Hearings or Meetings

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 1 | 02/24/26 | Pinery Meadows | 136 residential lots | Final Plat | SB2025-045 |
| 3 | 02/24/26 | Sterling Ranch Filing 6A, 1st Amd – Approval Ext | Extension to the recordation period for a minor development final plat. | Extension | XT2026-001 |
| 2 | 03/10/26 | Ramblewood Preliminary Plan | Request to subdivide into 70 single family residential lots and 8 tracts. | Preliminary Plan | SB2025-040 |
| 1 | 03/10/26 | Driskill Subdivision | Create one 10.16-acre lot & one 20-acre lot. | Minor Dev Residential | SB2025-042 |
| 3 | 03/10/26 | Sterling Ranch Filing 7C | Request for approval for revisions to the previously approved exhibit. | Final Plat | SB2024-060 |
| 2 | 03/10/26 | Bennet, Benedik, and Colander Exemption | Request for approval of an exemption for 3 residential lots. | Exemption | EX2025-007 |
| 3 | 03/10/26 | Highlands Ranch Filing 159 | Plat one multi-family residential lot for future senior apartment development. | Minor Dev Final Plat | SB2023-022 |
| 1 | 03/10/26 | Pinery Village Filing 2 | 4 commercial lots and six tracts | Minor Dev | SB2021-049 |

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| | 03/10/26 | Large Day-Care Homes, Douglas County Zoning Resolution Amd, Sec 21 | Request to amend the DCZR to remove the USR requirement for Large Day-Care Homes to comply with State Statutes. | Zoning Resolution Amendment | DR2025-007 |

## Pre-submittals

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 1 | 02/04/26 | Pinery Village Filing 1, 1st Amendment, Lot 1K | Construction of a drive through fast food restaurant. | Administrative Replat | PS2026-017 |
| 3 | 02/04/26 | Highlands Ranch Filing 150, Lot 2 | Installation of solar panels | SIP Revision | PS2026-018 |
| 1 | 02/06/26 | Stonegate Filing 22, 7th Amendment, Lot 90A | Split the property into two lots to allow the construction of a car wash. | Administrative Replat | PS2026-033 |
| 2 | 02/06/26 | 2077 Kelty Road | Add a commercial structure with parking and accessory structures. | Site Imp Plan | PS2026-026 |
| 3 | 02/06/26 | PS2025- Highlands Ranch Filing 157, Lots 3 & 4 | Major Amendment to Planning Area 85 to add up to 350 multifamily units. | Planned Dev - Major Amd | PS2026-034 |

## Streamline Pre-submittals

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 2 | 02/12/26 | Spring Canyon Plant Site 1 in NW ¼ 16-9-68 | PPWS proposes to install and operate a Sanitary Sewer Lift Station. | Location and Extent | PS2026-031 |
| 3 | 02/12/26 | River Canyon Filing 1B, 3rd Amd, Lot 27A and 26A | Lot Line Adjustment to better position the home on the property. | Administrative Replat | PS2026-035 |
| 1 | 02/13/26 | Black Forest Ranchettes, Outlot 53 | Religious structure corresponding amenities for less than 350 people. | Site Imp Plan | PS2026-023 |
| 3 | 02/13/26 | Hier Exemption, Parcel A | Replat a section of the property for a CRWS Lift Station. | Exemption | PS2026-021 |

## New Applications

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 2 | 02/04/26 | Dawson Trails Filing 1, Amendment 2 Plat | Town of Castle Rock for updates to the plat for the easements for Costco. | External Referral | RE2026-008 |
| 3 | 02/05/26 | Highlands Ranch Filing 134A, Lot 432, 5th Mod | Install two electric vehicle charging stations. | SIP Modification | SP2026-012 |
| 2 | 02/05/26 | Crystal Valley Ranch Filing 14, Amendment 1 | Town of Castle Rock - Site Development Plan for 112 single-family detached lots | External Referral | RE2026-009 |
| | 02/06/26 | Adoption of Colorado Wildfire Resiliency Code | Amendments to adopt the Colorado Wildfire Resiliency Code. | External Referral | RE2026-010 |
| 3 | 02/06/26 | Highlands Ranch Planned Development, 84th Amd | Major Amendment to Planning Area 85 to add residential units. | Planned Dev - Major Amd | ZR2026-002 |
| 2 | 02/06/26 | Key Bank Site Development Plan | Town of Castle Rock for a Site Development Plan (SDP) for Key Bank. | External Referral | RE2026-012 |
| 2 | 02/06/26 | Heroes Hall Site Development Plan | Town of Castle Rock SDP for Heroes Hall. | External Referral | RE2026-013 |
| 2 | 02/06/26 | DXD Castle Rock Storage Site Development Plan | Town of Castle Rock - DXD Storage Timbermill. | External Referral | RE2026-011 |

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| 1 | 02/06/26 | Hillcamp Water Pump Booster Station | City of Lone Tree - USR for a new water booster pump to provide potable water | External Referral | RE2026-014 |
| 3 | 02/09/26 | 3280E Redstone Park Circle, 4th Rev, 3rd Mod | Eligible Facilities Request - AT&T to remove and replace antennas & wiring | SIP Modification | SP2026-013 |
| 3 | 02/11/26 | 5675 Delva Way | Request by Douglas County for a tree and yard waste recycling biochar facility. | Location and Extent | LE2026-001 |
| 2 | 02/11/26 | Bella Mesa North Filing 1 | Town of Castle Rock - final plat | Ext Referral | RE2026-015 |
| 2 | 02/12/26 | Soleana Subdivision | Town of Castle Rock - Plat 55 detached single-family lots & 22 live-work homes. | External Referral | RE2026-016 |
| 1 | 02/17/26 | Inverness Filing 6, 9th Amd, Lot 2D-2A-1, 1st Mod | Add 2 new EV chargers, and 2 wall mounted EV Chargers. | SIP Modification | SP2026-016 |
| 1 | 02/17/26 | 13682 G N State Hwy 83, 2nd Rev, 4th Modification | Eligible Facilities Request (EFR) for a T-Mobile Cell Site. | SIP Modification | SP2026-014 |
| 2 | 02/17/26 | 567 C Flintwood Road, 2nd Revision, 11th Mod | Eligible Facilities Request (EFR) to replace existing antenna equipment. | SIP Modification | SP2026-015 |

## New Miscellaneous Jobs

| Dist. | Date | Project Title | Project Description | Project Type | Project No. |
|---|---|---|---|---|---|
| | 02/12/26 | Location and Extent Determinations | Location and Extent Determinations (no L&E required). | MI | MI2026-003 |
| 2 | 02/13/26 | St. Francis of Assisi Annexation | St. Francis of Assisi Annexation into the Town of Castle Rock. | MI | MI2026-004 |

## New Sign Permits

| Dist. | Date | Project Title | Project Description | Project No. |
|---|---|---|---|---|
| 2 | 02/11/26 | Castle Pines Village Filing 10, 3rd Amd, Lot 2A-1A | Rock Solid - 880 W Happy Canyon Rd Bldg #K Unit #100 B | SG2026-009 |
| 3 | 02/12/26 | Highlands Ranch Filing 20, 15th Amd, Lot 18A | Panorama Orthopedics - 640 Plaza Dr Unit #300 | SG2026-010 |
| 1 | 02/17/26 | Douglas County Ind'l Park Filing 1, 4th Amd, Lot 4D-1 | Real Commercial Solutions - 13300 James E Casey Bldg #3 Unit #400 | SG2026-012 |
| 3 | 02/17/26 | Highlands Ranch Filing 20, 1st Amd, Lot 3A | CM Chicken Korean Fried Chicken and Bistro - 9385 S Colorado Blvd Unit #109 | SG2026-011 |