

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 **VAISALA, INC.**, a Corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for **Douglas County Project No. CI2026-010, Installation of Three Road Weather Information System (RWIS) Weather Stations**; 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: Daniel R. Roberts, (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 A, 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 Two Hundred and Two Thousand, Two Hundred Eighty-Nine Dollars and Fifty Two Cents (\$202,289.52) 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 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.

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: Daniel R. Roberts
Douglas County Department of Public Works
100 Third Street, Suite 220
Castle Rock, CO 80104
(303) 660-7490
E-mail: drroberts@douglas.co.us

with a copy to: Douglas County Attorney's Office
100 Third Street
Castle Rock, CO 80104
(303) 660-7414
E-mail: attorney@douglas.co.us

and by the County to: Vaisala, Inc.
194 South Taylor Avenue
Louisville, CO 80027
Phone: (303) 391-8514
E-mail: adam.goldie@vaisala.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.

VAISALA, INC.

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

APPROVED AS TO CONTENT:

, CHAIR Date

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
Director of Finance

CHRIS PRATT Date
Senior Assistant County Attorney

December 2nd, 2025

Brian Schultz
Engineering Construction Manager
Douglas County Department of Public Works
3030 N. Industrial Way
Castle Rock, CO 80109

Reference: 3 New RWS200

Dear Brian,

With great pleasure, Vaisala, Inc., submits the attached proposal in response to your request for 3 new RWS200. Our proposal includes the equipment and associated services to meet this request.

Detailed equipment and the correct quantities of equipment were provided to satisfy the project's requirements. Vaisala will not be responsible for equipment, services, or documentation not listed in our proposal. If proposed changes to the scope are provided below, Vaisala would be happy to re-quote the project based on any new considerations.

Vaisala is the world leader in the RWIS industry and continues to strive through technology and superior customer service to meet our customers' needs. Our team looks forward to working with you. Please feel free to contact me with any questions or comments.

Best regards,

Adam Goldie
Sales Manager
Vaisala, Inc.
Mobile: (303) 319-8514
adam.goldie@vaisala.com

PRIMARY BID, SCOPE OF WORK, AND MATERIALS PROVIDED:

Vaisala will provide the following equipment:

1. RWS200 – N County Hwy 67 & N Rampart Range Rd.
 - Douglas County to provide the 25' or 30' pole
 - Douglas County to run power to RWIS station
 - Vaisala to provide Starlink satellite communications
 - Vaisala to install the equipment on pole and perform SAT (final hook up and configuration)

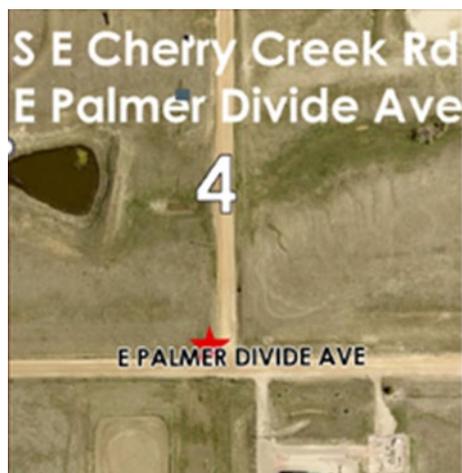


RWS200 – N County Hwy 67 & N Rampart Range Rd.

- a. (1) DSC – Remote Road Condition Sensor with 10m Cable
- b. (1) DST – Remote Road Temperature Sensor with 10m Cable
- c. (1) DTS12G Subsurface Temperature Sensor with 50m Cable
- d. (1) HMP155E – Air Temperature and Relative Humidity Sensor with 10m cable
- e. Compact Radiation Shield with mounting arm for HMP
- f. (1) PWD12 – Heated Visibility and Present Weather Sensor with 15m cable
- g. (1) WMT700 – Heated Ultrasonic Wind Sensor with 15m cable
- h. Adapter 228869 with WMT70FIX70 for Wind Sensor Installation
- i. Bird Cage for Wind Sensor
- j. (1) Axis PTZ - Cameras with Optics with Mounting Frame Kits and 10m Cables
- k. Device Control with three (3) Relays
- l. WIFI enable GPS and Cellular Antenna and WIFI Whip Antenna
- m. Primary telemetry ethernet
- n. Starlink satellite communications
- o. Mains Power with US Socket
- p. 24Ah backup battery
- q. (3) Sensor Arm and Mounting Kit for Pole Mount
- r. (1) ENC652 Enclosure and Radiation Shie

2. RWS200 – SE Cherry Creek Rd & E Palmer Divide Ave

- SW side is best location for pole as power is on this side. Suggestion location for pole is back side of the power lines.
 - If NW side is preferred by customer, power will need to be ran across road
- Douglas County to provide the 25' or 30' pole
- Douglas County to run power to RWIS station
- Vaisala to provide Starlink satellite communications
- Vaisala to install the equipment on pole and perform SAT (final hook up and configuration)



RWS200 – SE Cherry Creek Rd & E Palmer Divide Ave

- a. (1) DSC – Remote Road Condition Sensor with 10m Cable
- b. (1) DST – Remote Road Temperature Sensor with 10m Cable
- c. (1) DTS12G Subsurface Temperature Sensor with 50m Cable
- d. (1) HMP155E – Air Temperature and Relative Humidity Sensor with 10m cable
- e. Compact Radiation Shield with mounting arm for HMP
- f. (1) PWD12 – Heated Visibility and Present Weather Sensor with 15m cable
- g. (1) WMT700 – Heated Ultrasonic Wind Sensor with 15m cable
- h. Adapter 228869 with WMT70FIX70 for Wind Sensor Installation
- i. Bird Cage for Wind Sensor
- j. (1) Axis PTZ - Camera with Optics with Mounting Frame Kits and 10m Cables
- k. Device Control with three (3) Relays
- l. WIFI enable GPS and Cellular Antenna and WIFI Whip Antenna
- m. Primary telemetry ethernet
- n. Starlink satellite communications
- o. Mains Power with US Socket
- p. 24Ah backup battery
- q. (3) Sensor Arm and Mounting Kit for Pole Mount
- r. (1) ENC652 Enclosure and Radiation Shield

3. RWS200 - Trumble S County Hwy 67 (7828 S. County Hwy 67) Site #5



- Eastside looks to be best location as appears to be power that can be ran to station.
- Douglas County to provide 25' to 30' pole
 - Pole must be no further than 35' from roadside for DSC/DST.
- Douglas County to run power to RPU
- Vaisala to handle Starlink satellite Communications
- Vaisala to install the equipment on pole and perform SAT (final hook up and configuration)

RWS200 – Trumble S County Hwy 67 (7828 S. County Hwy 67) Site #5

- a. (1) DSC – Remote Road Condition Sensor with 10m Cable
- b. (1) DST – Remote Road Temperature Sensor with 10m Cable
- c. (1) DTS12G Subsurface Temperature Sensor with 50m Cable
- d. (1) HMP155E – Air Temperature and Relative Humidity Sensor with 10m cable
- e. Compact Radiation Shield with mounting arm for HMP
- f. (1) PWD12 – Heated Visibility and Present Weather Sensor with 15m cable
- g. (1) WMT700 – Heated Ultrasonic Wind Sensor with 15m cable
- h. Adapter 228869 with WMT70FIX70 for Wind Sensor Installation
- i. Bird Cage for Wind Sensor
- j. (1) Axis PTZ - Camera with Optics with Mounting Frame Kits and 10m Cables
- k. Device Control with three (3) Relays
- l. WIFI enable GPS and Cellular Antenna and WIFI Whip Antenna
- m. Primary telemetry ethernet
- n. Starlink satellite communications
- o. Mains Power with US Socket
- p. 24Ah backup battery
- q. (3) Sensor Arm and Mounting Kit for Pole Mount
- r. (1) ENC652 Enclosure and Radiation Shield

CLARIFICATION:

1. **This quote is for equipment only.** Installation and Site Acceptance Testing will be quoted when the County is ready to install next year.
 - a. The county will be responsible for making sure there is a pole and power to each site.
 - b. Vaisala will install the system outlined above.
 - c. Vaisala will perform final Site Acceptance Testing, a Territory Service Engineer (TSE) will ensure all sensors are working correctly and reporting
 - d. A ballpark estimate for Vaisala to install and do final site acceptance testing for these 3 stations is approximately \$8,500. A firm price will be quoted once installation timeline is determined.
 - e. After installation Vaisala can provide annual maintenance. A ballpark cost for this is 10,000 annually and includes the cleaning, testing, and calibration of the stations each year. There can be fluctuations in cost depending on location of the stations which may require additional traffic control. A firm price can be determined once installation has been completed.
 - f. All equipment is based on a standard 1-year warranty, after that one year repairs will be on a time and materials basis.
2. Xweather Horizon Visualization Software.
 - a. Not included in this quote, will begin once the system is active.
 - b. This will be at a cost of \$14,330 annually
 - c. Includes software, Starlink communications, and 5 virtual points that Douglas County can choose locations for site specific roadway forecasts separate from the 3 RWIS stations.

CUSTOMER RESPONSIBILITIES:

1. Complete all civil work prior to the scheduled RWIS installation.
2. Provide pole to mount RWIS.
3. Provide power to the location before the RWIS is scheduled for installation
4. Provide Traffic Control and Bucket Truck for Installation and SAT.
5. Upon receipt of the equipment, notify Vaisala of any damage. Verify that all hardware is included as specified on the package slip(s).
6. A completed Pre-site Checklist must be provided to a Vaisala Project Manager before the SAT on-site visit.

NOTES:

1. Please refer to the submitted Quote No. Q- 00307898 for the supply of equipment and services.
2. If a purchase order is submitted with a submittal or release hold, it must be released for shipment within six (6) months. Vaisala will requote the project with any applicable pricing differences if this release is not provided within this period.
3. Current lead time for RPU(s) and sensors is 4-6 weeks.
4. Shipping charges are DAP destination (Pre-pay and Add)
5. Prices are valid for 30 days from the date of the quote and for this project only.
6. The quote does not include applicable taxes. If the tax should be exempt, please submit a tax-exempt certificate to Vaisala.
7. If the SAT is not completed within six months of shipment, all equipment on this quote will be covered by Vaisala's standard one-year factory warranty from the date of shipment.

Important information

Vaisala's General Conditions. The General Project Delivery Conditions and General License Conditions of Vaisala, available via the links below, shall exclusively apply to any quotation and order acknowledgment by Vaisala. The applicability of terms and conditions included in the customer's request for offer, order, or any other customer's document shall be deemed rejected by Vaisala.

<https://www.vaisala.com/en/vaisala-policies#terms-and-conditions> <https://docs.vaisala.com/v/u/DOC255528-A/en-US>

EXHIBIT A



QUOTATION
Q-00307898

Page 1 of 7

Quote By
Adam Goldie
adam.goldie@vaisala.com

Buyer's Reference

Date
02-Dec-25
Last Date of Validity
01-Jan-26

Sold To	Delivery Address	Billing Address
Douglas County Colorado	Douglas County Colorado	Douglas County Colorado

Payment Terms	Carriage by/via	Incoterms Location
30 days net	DHL Economy-LTL-Select	DAP (Incoterms 2020)

Notes

Line #	Description	Quantity	Unit Price	Net Price (U.S. Dollar)
1	RWS200 Data Collection and Processing System 1N3B1A0N0N0N3B1D0A2N1 RWS200 - a configurable Road Weather Station for roads and airports.	1.00 EA	58,666.12	58,666.12
	COO:FI <i>County Hwy 67 N Rampart Range Rd #1</i>			
	DSC211 Remote Road Sensor	1.00 EA		
	DST111 Remote Road Temperature Sensor	1.00 EA		
	Cable, Instrumentation, SH M12/5(F)-Open, 5x0.34mm2, 10m, PP/PUR, SC, BLK	2.00 EA		
	Interface for 1 x DSC211RWS and 1 x DST111RWS	1.00 EA		
	DTS12G Subsurface temperature sensor, 50m cable	1.00 EA		
	DRI701 interface for one DTS12G/PT100 sensor without DRS511 sensors	1.00 EA		
	HMP155E Air T and RH sensor E1AA11AOA0E1AOA	1.00 EA		
	M12 Connection Cable 10M	1.00 EA		
	DTR503A Radiation Shield for HMP155+Mounting Kit	1.00 EA		
	Interface for HMP155A/E Sensor with PWD	1.00 EA		
	PWD12 Heated visibility/present weather sensor	1.00 EA		
	Mast Cable 15 m PWD-Sensors	1.00 EA		
	Interface for PWD12 sensor	1.00 EA		
	WMT700 Transducer heated ultrasonic wind sensor	1.00 EA		

Vaisala Inc. 194 South Taylor Avenue Louisville, CO, 80027 United States	Telephone +1 303 499 1701 Telefax +1 303 499 1767	Tax Name/Number 87197 2345 RT0001 Fed Id # 04-2731916 QST # 1210562792
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EXHIBIT A



QUOTATION
Q-00307898

Page 2 of 7

Quote By
Adam Goldie
adam.goldie@vaisala.com

Buyer's Reference
Daniel Roberts

Date
02-Dec-25
Last Date of Validity
01-Jan-26

Line #	Description	Quantity	Unit Price	Net Price (U.S. Dollar)
	Connection Cable 10 M WMT70	1.00 EA		
	Bird Cage	1.00 EA		
	SENSORARMFIX60 Sensor arm installation kit for wind sensors (SENSORARMFIX60)	1.00 EA		
	Interface for WMT700 sensor	1.00 EA		
	Axis PTZ Camera Pan-Tilt-Zoom for 60Hz AC - US	1.00 EA		
	1 x 13W IR Illuminator with 10m Cable	1.00 EA		
	Interface for Axis PTZ Camera	1.00 EA		
	Device Control with 3 relays	1.00 EA		
	USA & CA WIFI enabled GPS & Cellular antenna and WIFI whip antenna	1.00 EA		
	Primary telemetry ethernet	1.00 EA		
	Mains power with US socket	1.00 EA		
	24Ah backup battery Standard temperature [-40...+50C]	1.00 EA		
	Sensor arm and mounting frame for 80-600mm pole mast (no band or locks)	3.00 EA		
	ENC652 enclosure and radiation shield	1.00 EA		
	DRUNIV 80-600mm Mast Mounting Kit w/o perf. band for ENC652 and ENC722	1.00 EA		
	RWS200 Base Structure	1.00 EA		
	RWS200 Certification Label for RWS200 in ENC65x	1.00 EA		
2	RWS200 Data Collection and Processing System 1N3B1A0N0N0N3B1D0A2N1 RWS200 - a configurable Road Weather Station for roads and airports.	1.00 EA	58,666.12	58,666.12
	COO:FI <i>SE Cherry Creek Rd & E Palmer Divide Ave #4</i>			
	DSC211 Remote Road Sensor	1.00 EA		
	DST111 Remote Road Temperature Sensor	1.00 EA		
	Cable, Instrumentation, SH M12/5(F)-Open, 5x0.34mm ² , 10m, PP/PUR, SC, BLK	2.00 EA		
	Interface for 1 x DSC211RWS and 1 x DST111RWS	1.00 EA		
	DTS12G Subsurface temperature sensor, 50m cable	1.00 EA		
	DRI701 interface for one DTS12G/PT100 sensor without DRS511 sensors	1.00 EA		

Vaisala Inc.
194 South Taylor Avenue
Louisville, CO, 80027
United States

Telephone +1 303 499 1701
Telefax +1 303 499 1767

Tax Name/Number 87197 2345 RT0001
Fed Id # 04-2731916
QST # 1210562792

Quote By
Adam Goldie
adam.goldie@vaisala.com

Buyer's Reference
Daniel Roberts

Date
02-Dec-25
Last Date of Validity
01-Jan-26

Line #	Description	Quantity	Unit Price	Net Price (U.S. Dollar)
	HMP155E Air T and RH sensor E1AA11AOA0E1AOA	1.00 EA		
	M12 Connection Cable 10M	1.00 EA		
	DTR503A Radiation Shield for HMP155+Mounting Kit	1.00 EA		
	Interface for HMP155A/E Sensor with PWD	1.00 EA		
	PWD12 Heated visibility/present weather sensor	1.00 EA		
	Mast Cable 15 m PWD-Sensors	1.00 EA		
	Interface for PWD12 sensor	1.00 EA		
	WMT700 Transducer heated ultrasonic wind sensor	1.00 EA		
	Connection Cable 10 M WMT70	1.00 EA		
	Bird Cage	1.00 EA		
	SENSORARMFIX60 Sensor arm installation kit for wind sensors (SENSORARMFIX60)	1.00 EA		
	Interface for WMT700 sensor	1.00 EA		
	Axis PTZ Camera Pan-Tilt-Zoom for 60Hz AC - US	1.00 EA		
	1 x 13W IR Illuminator with 10m Cable	1.00 EA		
	Interface for Axis PTZ Camera	1.00 EA		
	Device Control with 3 relays	1.00 EA		
	USA & CA WIFI enabled GPS & Cellular antenna and WIFI whip antenna	1.00 EA		
	Primary telemetry ethernet	1.00 EA		
	Mains power with US socket	1.00 EA		
	24Ah backup battery Standard temperature [-40...+50C]	1.00 EA		
	Sensor arm and mounting frame for 80- 600mm pole mast (no band or locks)	3.00 EA		
	ENC652 enclosure and radiation shield	1.00 EA		
	DRUNIV 80-600mm Mast Mounting Kit w/o perf. band for ENC652 and ENC722	1.00 EA		
	RWS200 Base Structure	1.00 EA		
	RWS200 Certification Label for RWS200 in ENC65x	1.00 EA		
3	RWS200 Data Collection and Processing System 1N3B1A0N0N0N3B1D0A2N1 RWS200 - a configurable Road Weather Station for roads and airports.	1.00 EA	58,666.12	58,666.12
	COO:FI			

Vaisala Inc.
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Louisville, CO, 80027
United States

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QST # 1210562792

EXHIBIT A

VAISALA

QUOTATION
Q-00307898

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Quote By
Adam Goldie
adam.goldie@vaisala.com

Buyer's Reference
Daniel Roberts

Date
02-Dec-25
Last Date of Validity
01-Jan-26

Line #	Description	Quantity	Unit Price	Net Price (U.S. Dollar)
	<i>Trumble S County Hwy 67 (7828 S. County Hwy 67) #5</i>			
	DSC211 Remote Road Sensor	1.00	EA	
	DST111 Remote Road Temperature Sensor	1.00	EA	
	Cable, Instrumentation, SH M12/5(F)-Open, 5x0.34mm2, 10m, PP/PUR, SC, BLK	2.00	EA	
	Interface for 1 x DSC211RWS and 1 x DST111RWS	1.00	EA	
	DTS12G Subsurface temperature sensor, 50m cable	1.00	EA	
	DRI701 interface for one DTS12G/PT100 sensor without DRS511 sensors	1.00	EA	
	HMP155E Air T and RH sensor E1AA11A0A0E1A0A	1.00	EA	
	M12 Connection Cable 10M	1.00	EA	
	DTR503A Radiation Shield for HMP155+Mounting Kit	1.00	EA	
	Interface for HMP155A/E Sensor with PWD	1.00	EA	
	PWD12 Heated visibility/present weather sensor	1.00	EA	
	Mast Cable 15 m PWD-Sensors	1.00	EA	
	Interface for PWD12 sensor	1.00	EA	
	WMT700 Transducer heated ultrasonic wind sensor	1.00	EA	
	Connection Cable 10 M WMT70	1.00	EA	
	Bird Cage	1.00	EA	
	SENSORARMFIX60 Sensor arm installation kit for wind sensors (SENSORARMFIX60)	1.00	EA	
	Interface for WMT700 sensor	1.00	EA	
	Axis PTZ Camera Pan-Tilt-Zoom for 60Hz AC - US	1.00	EA	
	1 x 13W IR Illuminator with 10m Cable	1.00	EA	
	Interface for Axis PTZ Camera	1.00	EA	
	Device Control with 3 relays	1.00	EA	
	USA & CA WIFI enabled GPS & Cellular antenna and WIFI whip antenna	1.00	EA	
	Primary telemetry ethernet	1.00	EA	
	Mains power with US socket	1.00	EA	
	24Ah backup battery Standard temperature [-40...+50C]	1.00	EA	
	Sensor arm and mounting frame for 80-	3.00	EA	

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Line #	Description	Quantity	Unit Price	Net Price (U.S. Dollar)
	600mm pole mast (no band or locks)			
	ENC652 enclosure and radiation shield	1.00 EA		
	DRUNIV 80-600mm Mast Mounting Kit w/o perf. band for ENC652 and ENC722	1.00 EA		
	RWS200 Base Structure	1.00 EA		
	RWS200 Certification Label for RWS200 in ENC65x	1.00 EA		
4	PROJECTITEM Project Item for Proj. Spec. Material <i>Starlink Mini Kit</i>	3.00 EA		3,583.83
5	PROJECTITEM Project Item for Proj. Spec. Material <i>Router (security)</i>	3.00 EA		380.76
6	PROJECTITEM Project Item for Proj. Spec. Material <i>6m Ethernet Cable and Mount</i>	3.00 EA		262.23
7	239699 Engineering Work Day at Factory Custom delivery work in the factory, consisting of configuration time for Starlink and router.	1.50 EA		3,090.00
10	239698 Project Management Day	1.00 EA		0.00
Subtotal				183,315.18
Freight (prepay & add)				0.00
Import Surcharge				18,974.34
Grand Total				202,289.52

Prices are subject to changes in taxes, duties or other charges that may apply.

Country of Origin will be available on the order confirmation only.

Important information

Vaisala's General Conditions, available via the link below and at www.vaisala.com/generalconditions, shall exclusively apply to any quotation and order confirmation by Vaisala, and the applicability of terms and conditions

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included in customer's request for offer, order or any other customer's document shall be deemed rejected by Vaisala.

-General Conditions of Project Deliveries of Vaisala Group

For Accredited Calibrations, learn more: <https://www.vaisala.com/en/services/calibration-services/accredited-calibration>

Export Control

In addition to the export control related requirements set out in Vaisala's General Conditions, the following shall apply:

- (1) Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods supplied under or in connection with the Contract including but not limited to those that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 or Article 8g of Council Regulation (EU) No 765/2006.
- (2) Customer shall undertake its best efforts to ensure that the purpose of paragraph (1) above is not frustrated by any third parties further down the commercial chain, including by possible resellers; and
- (3) Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1) above.

Any violation of paragraphs (1), (2) or (3) above shall constitute a material breach of an essential element of the Contract, and Vaisala shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Contract; and (ii) a penalty of 10% of the total value of the Contract or price of the goods exported, whichever is higher. Customer shall immediately inform Vaisala about any problems in applying paragraphs (1), (2) or (3) above, including any relevant activities by third parties that could frustrate the purpose of paragraph (1) above. Customer shall make available to Vaisala information concerning compliance with the obligations under paragraphs (1), (2) and (3) above without undue delay following a simple request of such information.

EXHIBIT A

VAISALA

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CRS Device Info

Line#	Description	Asset Number	Serial Number	Additional Information
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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 Date* 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