

Trail Maintenance Public Contract for Service

Date: 5/26/2026
To: Douglas County Board of County Commissioners
Through: Douglas J. DeBord, County Manager
From: Dan Dertz, Director of Open Space and Natural Resources
CC: Ryan Smith, Ranger Supervisor
Lindsay Williams, Land Manager Specialist/Ranger
Subject: **Public Contract for Service for Trail and Trailhead Maintenance on All Open Spaces Properties**

Board of County Commissioners Meeting:

5/26/2026

I. EXECUTIVE SUMMARY

Open Space staff requests approval of a public contract for services related to trail and trailhead maintenance across all Douglas County Open Space properties. The contract term will begin **May 26, 2026** and conclude on **December 31, 2026**. Total expenditures for this contract shall **not exceed \$150,000**.

The scope of work includes:

- **Trail design and planning**
- **Maintenance of existing trails**
- **Trail restoration and rehabilitation**
- **Remediation of closed or decommissioned trails**
- **Trailhead design and construction**
- **Ongoing trailhead maintenance**

This contract is essential to meeting the expectations of Douglas County Open Space users and ensuring the continued safety, accessibility, and quality of the County's trail system. Approval will support effective maintenance management and protect the long-term sustainability of Open Space properties.

II. REQUEST

Staff is requesting Board approval of the Public Contract for Services (PCS) between the Board of County Commissioners (BOCC) and Timberline Trail Craft LLC.

III. CONTEXT

Competitive Procurement Summary: IFB 011-26 – Trail and Trailhead Maintenance:

Open Space and Natural Resources (OSNR) staff conducted a competitive Invitation for Bid (IFB 011-26) for trail and trailhead maintenance services across all Douglas County Open Space properties. By the submission deadline of **March 26, 2026**, the County received **five** responsive bids.

To maximize the effective use of County funds for trail and trailhead maintenance, OSNR staff evaluated all bids based on cost, qualifications, and alignment with the scope of work. Following this review, staff selected **two** of the five bidders for award.

The bid submitted by **Timberline Trailcraft** was determined to be the most cost-effective option for **moderate and difficult trail construction**, while also offering competitive pricing across the remaining sections of the IFB. Their proposal provides strong value for the County and supports the specialized work required for trail construction, restoration, and maintenance.

IV. STAFF ASSESSMENT

It is the assessment of OSNR staff that the PCS between the Board of County Commissioners and Timberline Trailcraft, LLC should be approved, as the contract directly supports and advances the objectives outlined in the **2030 Parks, Trails, and Open Space Master Plan**, including:

1. Objective OS 2A

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

2. Objective OS 2B

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

3. Objective OS 2C

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

4. Objective OS 2E

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

5. **Objective OS 3L** Provide safe and secure open space public facilities.

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 **TIMBERLINE TRAILCRAFT, LLC**, authorized to do business in Colorado (the “Contractor”). The County and the Contractor are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

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

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

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

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

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

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

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

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

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

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

is **ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00)** for the Term of this Contract. In no event shall the County be liable for payment under the Contract for any amount in excess thereof, except as otherwise provided herein in Exhibit B. The County is not under obligation to make any future apportionment or allocation to the Contract, nor is anything set forth herein a limitation of liability for the Contractor. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

5. **TERM:** It is mutually agreed by the Parties that the Term of the Contract shall commence as of 12:01 a.m. on **MAY 12, 2026**, and terminate at 11:59 p.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 Contractor based upon invoices submitted by the Contractor, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Contractor within thirty (30) days, or within a mutually agreed upon period after the County has received complete invoices from the Contractor. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Contractor's activities and services rendered, as the County deems appropriate to support the payments to the Contractor. The signature of an officer of the Contractor shall appear on all invoices certifying that the invoice has been examined and found to be correct.

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

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

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

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

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

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

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

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

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

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

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

by the Contractor to:

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

with a copy to:

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

and by the County to:

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

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

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

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

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

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

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

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

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

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

- 1st This Contract, Sections 1 through 28
- 2nd Exhibit C - Insurance Requirements
- 3rd Exhibit A - Scope of Services
- 4th Exhibit B – Bid Response

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

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

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

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

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

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Exhibit A
SCOPE OF WORK

OVERVIEW:

Through this Invitation for Bid (IFB), the Department of Open Space and Natural Resources of Douglas County Government, hereinafter referred to as the County, respectfully requests bids from responsible and highly-qualified companies for the provision of the Open Space Trail & Trailhead Maintenance, as specified. The initial agreement/contract, issued as a result of this IFB, will be for a period of nine (9) months, beginning approximately April 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 three (3) 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.

GENERAL REQUIREMENTS:

All responses submitted shall become property of the County. All responses shall include all of the information requested in this IFB and any additional data that the respondent deems pertinent to the understanding and evaluation of their response. All responses shall meet, at a minimum, all criteria outlined in the following sections. At the discretion of the County, companies submitting responses may be requested to make presentations as part of the evaluation process. The respondent should not withhold any information from their written response in anticipation of presenting the information orally, since oral presentations may not be solicited. The County will not reimburse the respondents to this IFB for any costs associated with the preparation and submission of said response or in the preparation for and attendance at a presentation. The County reserves the right to request any company submitting a response to clarify or to supply additional information necessary.

TRAIL OVERVIEW:

Douglas County Open Space and Natural Resources (OSNR) has approximately 100 miles of natural surface trail. Trails are situated along riparian areas, meadows, forested buttes, and mountainous terrain. The Gambel oak and pine can be sparse to densely forested. Elevation ranges from 5,600 feet to 7,500 feet above sea level. Tread width currently varies from 18 inches to 60 inches. Tread conditions vary wildly from newer construction to highly eroded and braided. OSNR also manages and maintains twelve trailheads. All trailheads include a porta-potty structure, at least one kiosk, picnic tables and/or benches, and parking for vehicles. Four of the twelve trailheads contain picnic shelters.

TRAIL STANDARDS:

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

- 1) The existing trail tread width shall be widened up to 60 inches.
- 2) The new trail tread width will be up to 60 inches with a rolling contour design.

- 3) The trail corridor shall be 2.5 feet wide and 12 feet high from the edge of the trail tread. The trees and shrubs need to be cleared from the corridor.
- 4) All newly constructed and maintained structures shall be “self-cleaning”.
- 5) Excess material shall be dispersed no less than 20 feet from the trail and shall not impede water flow.
- 6) Construction and maintenance activities are to be conducted in such a manner as not to create safety hazards.

TRAIL STANDARDS BID REQUIREMENTS:

- 1) Please provide your definition of an easy, moderate, and difficult trail.
- 2) Please provide the following costs:
 - a. Price per linear foot of new trail construction for easy, moderate, and difficult trails.
 - b. Price per linear foot of trail maintenance for easy, moderate, and difficult trails.
 - c. Price per linear foot and price per square foot for constructing armor/diversion structures for easy, moderate, and difficult trails.
 - d. Price per linear foot and price per square foot for maintaining armor/diversion structures for easy, moderate, and difficult trails.
 - e. Price per linear foot to reclaim abandoned easy, moderate, and difficult trails.
 - f. Mobilization costs.
- 3) Provide a list of tools, machinery, and equipment your company owns and plans to use to construct and maintain trails.
- 4) Provide maintenance techniques and strategies you foresee implementing to improve current and long-term trail safety and sustainability.

BUCK & RAIL AND POST & RAIL FENCING CONSTRUCTION STANDARDS: (Preferred but Optional Bid Section):

Buck and Rail: Buck and Rail fencing will be placed along trails/trailheads to keep visitors on the designated trails.

- 1) The selected vendor will work with OSNR on a Time and Materials (T&M) basis.
- 2) The selected vendor will provide OSNR with buck and rail fencing materials and layout options to choose from.
- 3) All buck and rail fencing will be priced by linear foot.

4) Locations of buck and rail fencing will be determined by OSNR.

5) The selected vendor will place and assemble buck and rail fence according to, but not limited to, the descriptions below:

- a. The fence will be constructed in a manner that does not create a safety hazard. Two posts will be screwed to one another at least 12 inches from the top of both posts to form an A-Frame formation. Along with this, a tie will be screwed into both posts 12 inches from the end of each post.
- b. Bucks will be raised in the upright and level position. A top pole will be placed in the upper “V” of the bucks and screwed into the post of the assembled bucks in which the top pole lays.
- c. Once the first buck and rail section (2 Bucks and 1 Top Pole) is standing, an additional section will be added and so on. The top pole on all sections shall be placed in the “V” of the buck and screwed into position with at least 6 inches of overlap between each top pole. Buck and rail sections with a top pole secured.
- d. Once the fence is standing a single diagonal brace pole needs to be added for rigidity. On the level ground, a single diagonal brace pole should be added to every other section or as directed by OSNR.
- e. Once the single diagonal brace pole has been added in the appropriate locations, the remainder of the poles can be attached to the bucks. In addition to the top pole and single diagonal brace pole, two poles will be placed on the trail side of the bucks.
- f. At the end of each complete buck and rail fence section and when applicable, three diagonal brace poles shall be attached to the last remainder buck in a pyramidal formation to serve as extra stability.

Post And Rail: Post and Rail Fencing will be placed along the boundaries of the trailheads and other similar locations.

1) The selected vendor will work with OSNR on a Time and Materials (T&M) basis.

2) The selected vendor will provide OSNR with post and rail fencing materials and layout options to choose from.

3) All post and rail fencing will be priced by linear foot.

4) Locations of post and rail fencing will be determined by OSNR.

5) The selected vendor will place and assemble post and rail fence according to, but not limited to, the descriptions below:

- a. The 6.5-foot posts will be ordered with pre-cut holes for round rails.
- b. A fence line will be laid out and post spacing will be determined by the 6-foot round rails.
- c. Post holes will be dug out to a depth of no less than 42 inches. At least 6 inches of the post hole will be backfilled with construction aggregate to reduce the bottom of the post from rotting over time.

- d. Set the end post with the rail holes in the direction of the fence line in the hole and begin to backfill and tamp while keeping the post plumb.
- e. Once the end post has been set, place the end of three rails into the three holes of the set post. Rails can be secured by screws or nails for better securement.
- f. Dig the next post hole for the second post in the same manner as the first hole.
- g. Place the second post into the hole.
- h. Insert the unsecured end of the three rails into the three holes of the newly set second post.
- i. Once the position of the second post and rails are correct, begin to backfill and tamp the second post while keeping the post plumb.

BUCK & RAIL AND POST & RAIL FENCING CONSTRUCTION BID REQUIREMENTS:

- 1) Please provide your definition of minimally sloped, moderately sloped, and extremely sloped natural surfaces.
- 2) Please provide the following cost for both buck & rail and post & rail fence construction:
 - a. Price per linear foot to remove an existing fence line on minimally sloped, moderately sloped, and extremely sloped natural surfaces.
 - b. Price per linear foot to install a new fence line on minimally sloped, moderately sloped, and extremely sloped natural surfaces.
 - c. Mobilization costs.
- 3) Please provide a list of tools, machinery, and equipment your company owns and plans to use to construct buck & rail and post & rail fences.

RESTORATION STANDARDS:

- 1) Skid trails will be rehabilitated as necessary once operations are complete. Ruts, berms, and other surface disturbances will be smoothed over as requested.
- 2) Machine work will not occur when doing so causes excessive damage to the soil due to unfavorable ground conditions. Operations will not occur in riparian areas or stream courses unless otherwise instructed.
- 3) The work site will be left in a clean and safe manner at the end of each workday. All equipment and fuel containers will be safely stored and locked at the end of the day or when unattended. All trash will be contained and hauled off site daily.
- 4) When decommissioning a trail, the gouge marks will be between 6 inches or less. Vegetative material from the new construction, if any, will be placed on the decommissioned trail. Where needed bare soil will be seeded with an approved County weed free seed mix. Seed mix will be dispersed by hand raked/tilled into

the soil then covered with duff/organic material from surrounding area. Mechanical seeding, erosion control matting, and straw wattles will be considered on a case-by-case basis.

5) If an access route to a trail needs to be constructed the Company will get approval from the County beforehand.

RESTORATION BID REQUIREMENTS:

1) Please provide the following cost for restoration on OSNR property:

- a. Price per linear foot to restore a decommissioned trail for easy, moderate, and difficult trails.
- b. Price per square foot to restore an area.
- c. Mobilization costs.

TRAILHEAD AND TRAIL MOWING STANDARDS: (Preferred but Optional Bid Section)

- 1) OSNR trails shall be mowed 2.5 feet on both sides of the trail tread.
- 2) If vegetation is present in the middle of the trail tread, it will be mowed in its entirety.
- 3) Vegetation will be mowed to a height of no less than 3.0 inches and no more than 4.0 inches.
- 4) At the direction of OSNR, woody vegetation within the trail corridor beyond the means of being mowed will be brush cut flush to the ground to a height no more than 2.0 inches.
- 5) Structures, including but not limited to, benches, picnic tables, and kiosks encountered at OSNR Trailheads and Trails will be string-trimmed around the entirety of the structure(s) to a height no less than 2.0 inches and no more than 3.0 inches.
- 6) At the direction of OSNR, trailhead envelopes will be mowed both inside and outside of the fence line to a height no less than 2.0 inches and no more than 3.0 inches in height.

TRAILHEAD AND TRAIL MOWING BID REQUIREMENTS:

- 1) Please provide your definition of minimally vegetated, moderately vegetated, and extremely vegetated mowing and string trimming conditions.
- 2) Please provide the following cost for mowing and string trimming OSNR trails, fields, and trailheads:
 - a. Mowing price per mile of minimally vegetated, moderately vegetated, and extremely vegetated trails, fields, and trailheads.
 - b. String trimming price per minute of minimally vegetated, moderately vegetated, and extremely vegetated trails, fields, and trailheads.
 - c. Brush cutting price per minute of minimally vegetated, moderately vegetated, and extremely vegetated trails, fields, and trailheads.

d. Mobilization costs.

3) Please provide a list of tools, machinery, and equipment your company owns and plans to use to mow and string trim OSNR trailheads and trails.

WORK PLAN:

The extent and character of the services to be performed shall be subject to the general control and approval of Douglas County Government, primarily the Director of Open Space and Natural Resources. In addition, the respondent shall ensure a coordinated effort during the course of any and all services that are provided and will openly communicate any potential problems areas.

2026 OSNR PRIORITY PROJECTS:

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

- 1) Columbine Open Space- Rebuild fencing around the parking lot.
- 2) Spruce Meadows Open Space- Reestablish 1.7 miles of tread in the southwest portion of the Open Space.
- 3) Lincoln Mountain Open Space- Reestablish tread on the Lincoln Mountain trail with the objective of creating an adaptable trail.
- 4) Dawson Butte Open Space- Reestablish 0.5 miles of tread on the Fence Line Trail.
- 5) DuPont Open Space- Reestablish 0.5 miles of tread.
- 6) Greenland Open Space- Reestablish 1.0 mile of tread on the Luge Trail.
- 7) Bayou Gulch Open Space- Reroute 0.25 miles of trail on the southwest corner of the Bayou Gulch Trail.
- 8) Spruce Mountain Open Space- Provide root stabilization around multiple trees on the Spruce Mountain Trail.
- 9) Nelson Ranch Open Space- Reestablish 1.1 miles of tread on the Swallowtail Trail Lower Loop with hand work only.

Exhibit B
BID RESPONSE
(Attached at Final Approval)

Exhibit C
INSURANCE REQUIREMENTS

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

OTHER INSURANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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.