

**PUBLIC CONTRACT FOR SERVICES**

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and WATER AND EARTH TECHNOLOGIES, INC., a Colorado Corporation authorized to do business in Colorado (the “Consultant”).

**RECITALS**

**WHEREAS**, the County is undertaking certain activities for **2026 Flood Gauge O&M Flood H&H Project, Douglas County Project Number SP 2026-001**; 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:** Zachary Humbles, 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 TWO HUNDRED FORTY EIGHT THOUSAND TEN Dollars (\$248,010.00) 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 February 5<sup>th</sup>, 2026, and terminate at 12:00 a.m. on February 4<sup>th</sup>, 2028. 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: Zachary Humbles, P.E.,  
Douglas County Department of Public Works  
100 Third Street, Suite 220  
Castle Rock, CO 80104  
(303) 660-7490  
with a copy to: E-mail: [zhumbles@douglas.co.us](mailto:zhumbles@douglas.co.us)

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

and by the County to: Water & Earth Technologies, Inc.  
1225 Red Cedar Circle, Suite A  
Fort Collins, CO. 80524  
Attn: Markus Ritsch  
Phone:(970)225-6080  
E-mail: [mritsch@water-and-earth.com](mailto:mritsch@water-and-earth.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:

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit C- Insurance Requirements

- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> 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.

WATER AND EARTH TECHNOLOGIES, 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 \_\_\_\_\_, 20\_\_\_\_, 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:**

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**ANDREW COPLAND**                      **Date**  
**Director of Finance**

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**Chris Pratt**    **Date**  
**Senior Assistant County Attorney**

## I. SCOPE OF WORK

Water & Earth Technologies, Inc. (WET) will provide services to Douglas County (County) for maintaining an ALERT real-time flood warning system, upgrading several of the ALERT stations, and for providing hydrologic and hydraulic engineering services. The scope of work is summarized in this document. The duration of this scope of work is two years (2026 and 2027). This proposal includes several categories of work including: maintaining a Flood Warning System, upgrading two stream gages, upgrading several stations in the Hayman burn area, sound monitoring, and hydrologic and hydraulic engineering services.

### *A. Maintenance of Real-Time Flood Warning System*

Water & Earth Technologies, Inc. will operate and maintain the Real-Time Flood Warning System in the Hayman Burn area, owned by Douglas County (County), for a period of 2-years. This system includes weather stations, stream gages, and reservoir depth gages that remotely-monitor and radio-transmits hydrologic data to a base station. The base station decodes radio transmissions and connects to a database for weather and flood-warning monitoring. There are additional gages owned by the County where Mile High Flood District (MHFD) covers the maintenance costs, while Douglas County covered the original installation cost, and incurs costs for equipment replacement. Most of the gage work will be dedicated to the proactive maintenance of the existing Hayman ALERT stations, and the ALERT2 weather stations.

Routine maintenance of the installed gage hardware is required in order to ensure the collection and transmission of accurate, reliable, and timely data. WET will visit each monitoring site two times per year, once in late spring to inspect and verify all equipment is operational for the system and once in July for a mid-season inspection of equipment. Because of the higher elevations in the Hayman area and the associated snowpack, WET anticipates the spring turn-on will occur in late April or early May of each year. The West Creek Repeater will be visited once per year in the late spring as the weather allows. All stations including the two weather stations at West Creek Fire and Trumbull Fire will remain operational throughout the year. Turning the station on and off will be coordinated with the County.

Labor costs, and other direct costs (ODC's) will be invoiced upon project completion, or monthly if the project is not completed by the end of the month. The labor rates for hydrology and hydraulic analysis are shown in Exhibit B. ODC's will be billed directly in an invoice (there is no markup for ODC's). This task also includes spare equipment.

Gage Locations included in this scope of work:

1. Four Mile Creek (5720) – upgrade to ALERT2
2. Trail Creek (5740) – upgrade to ALERT2
3. Stump Bump (5810) – upgrade to ALERT2
4. Cedar Mountain (5860) – upgrade to ALERT2
5. Hackett Mountain (5880) – upgrade to ALERT2
6. West Creek Radio Repeater – routine maintenance
7. West Creek Fire Station (100270) – routine maintenance
8. Trumbull Fire Station (100260) – upgrade to ALERT2
9. Y Camp Road at Horse Creek– upgrade to ALERT2
10. NRCS FP-B1 Baldwin Gulch Dam – routine maintenance
11. NRCS WCC-7 Dam – routine maintenance

## Maintenance Tasks for Real-Time Flood Warning System

Each monitoring station will be visited two times per year to perform the following work.

1 - Power System Checks; Check the battery to ensure it is being charged by the solar panel; Check the battery terminals for signs of corrosion or loose connections; Check the voltage from the solar panel at inputs to the voltage regulator to verify that the solar panel is functioning properly; Clean the solar panel and check the voltage regulator to verify it is functioning properly.

2 - Antenna System Checks. This involves checking the forward and reflected power of the antenna system using a wattmeter, inspecting the antenna cables for signs of deterioration, inspect the antenna cable connectors for signs of corrosion, inspecting the antenna for missing or broken ground plane elements, inspecting the lightning arrestor for signs of corrosion or visible damage.

3 - Rain Gage Checks. Perform a dynamic calibration test on each tipping bucket using 946 milliliters of water and a rainfall rate of 6 inches per hour. Adjust tipping buckets if the dynamic calibration shows a deviation of more than 2 %. Clean the funnels, screens, and tipping bucket mechanism. Re-level the rain gage. Verify the recording and transmission of each tip at the transmitter.

4 - Pressure Transducer Checks. Verify the current pressure versus voltage output curve using a two-point pressure test. If the two-point pressure test shows a deviation in the linear calibration curve, re-calibrate the PT using a five-point pressure test. Flush the riser pipe and hydraulic intake to clear any sediment that may have accumulated. Clear the hydraulic intake if it is buried or clogged with sediment.

5 - Transmitter Checks. Check the sensor connections to the transmitter to ensure there are no loose or broken connectors. Check the radio output power with a wattmeter. Replace desiccant packs twice per year. Verify that rain tips and PT stage readings are being recorded correctly.

6 - General Site Maintenance. Visually inspect the standpipe and PT riser pipe for signs of vandalism. Fill any holes found in the standpipe with silicone sealant. Remove any debris that may have accumulated in the stream channel around the riser pipe and hydraulic intake.

7 - Web Access of Data. Digital information from each ALERT station will be available at no cost to the County from the MHFD NovaStar5 data servers. The MHFD maintains redundant data collection servers that provide web-based access to all ALERT data for their constituency. The MHFD web links for data access and display including real-time flood detection and forecast products are located at:

<http://alert5.udfcd.org/LDAD/gmapV3.html>

<https://alert5.udfcd.org/>

8 - Year End Report. WET will provide a year-end report after the monitoring system is shut down in October. The report will include copies of all maintenance activity from our Maintenance Tracker system. These reports will be numbered sequentially and can be inserted to the maintenance records already on file with the County. The final report will document the current installed inventory with associated cost value, spare inventory with cost value and recommendations for system improvements at each site. The final report will document the sites that are transmitting as ALERT2 and those stations requiring ALERT2 upgrades. In the off season, WET will install the ALERT2 upgrade kits, configure and test the new units and make ready for spring deployment.

### ***B. Upgrade Sellers Gulch at Haystack***

WET proposes to convert Sellers Gulch at Haystack from a PT to a radar site. The existing PT and riser pipe are buried under several feet of sand, due to channel geomorphological change. A radar measures water surface from above the channel bed, typically from a bridge, which avoids future problems from siltation. The channel would be surveyed and a new stage-discharge rating developed for the radar.

### ***C. Cherry Creek at Prairie Canyon***

Several PT's have died at this site (much more frequently than should be expected), and WET personnel believe the old datalogger is causing the problem. WET proposes to upgrade the datalogger to a current model to increase station reliability.

### ***D. Upgrade Hayman Gages from ALERT to ALERT2***

This task includes upgrading the last six stations in the Hayman gage network from the legacy ALERT protocol to ALERT2 (all other Hayman gages have already been updated to ALERT2). Five stations are rain gages, and the sixth station is a weather station/repeater. Upgrading to ALERT2 will require additional hardware, and labor for testing and installation. The benefits of upgrading to ALERT2 will be greater reliability of transmissions during adverse weather and flood events.

### ***E. Sound Monitoring***

This proposal includes maintenance, and annual data and cloud subscriptions for three sound measuring devices. WET recently procured three sound monitoring devices on behalf of Douglas County and is currently bench testing the equipment. The equipment will be deployed to a shooting range and surrounding communities under the direction of Douglas County to quantify noise and noise reduction at the shooting range after constructing engineering controls.

Each sound monitoring device has a cellular modem that uploads sound data to a cloud-based database. The equipment vendor, Larson Davis, charges an \$800 annual fee for the cloud service and data plan per device, and an annual renewal is included in this proposal.

### ***F. Hydrologic & Hydraulic Engineering Services***

Water & Earth Technologies, Inc. (WET) will provide analysis of hydrology and hydraulics for the County. These hydrologic and hydraulic analyses will occur on multiple sites as assigned by County PW Engineering Staff primarily in support of the County gages and dams regulatory safety, OEM, and O&M related processes as well as additional related work.

Hydrologic and hydraulic analyses, and any engineering design will be performed by a Colorado-registered professional engineer. A technician may periodically assist with preliminary model set-up, and field reconnaissance, but all projects will be managed by a professional engineer. The County may request specific projects, on an as-needed basis, with WET that may include hydrologic and hydraulic analysis. The as-needed projects will fall under one of the following 10 tasks.

#### **TASKS**

1 – Survey and update stage-discharge ratings as needed. Periodically, a stage-discharge rating may need to be updated due to channel geomorphological change. There are several stations that should be evaluated for rating updates due to channel geomorphological change including Sellers Gulch at Haystack, Cherry Creek at Cottonwood, East Plum Creek at Columbine, and Plum Creek at Pine Cliff.

## EXHIBIT A

2 - Develop conceptual designs that convert jurisdictional dams into non-jurisdictional dams. Site conditions will be directly observed during field reconnaissance and followed by analytical work. Site work may include minor maintenance such as removal of woody vegetation from the embankment and spillway(s). Hydrologic and hydraulic analysis of the 100-year storm will be conducted to compare pre and post-project outflow. Downstream flood inundation will be evaluated with an emphasis on ensuring dwellings are not adversely affected. WET will reconfigure the dam storage area, and principal and emergency spillway(s) as necessary to provide the necessary amount of flood attenuation. WET may also conduct dam-breach analyses if necessary.

3 - Update watershed hydrology. Using contemporary and best practice models for rainfall and infiltration, update and report the estimated flows for different events if and as needed when contrasted against the existing OSP, regulatory flow, or establish one if none are present.

4 – Develop the channel and hydraulic model for the flow at the sections relevant to the assigned location or design in support of the DC PW Engineering Special Projects (DCPWESP) design. This may include but is not limited to linework, survey or topographic data collection through a variety of means and developing an existing condition model to demonstrate the current channel performance. This may also include FEMA regulatory model import, processing, and establishment.

5 – Related to the DCPWESP proposed design, develop H&H design support solutions that enable project delivery within the requested time and location in the format required to support. This may include multiple interactions and a continuing dialogue with the DCPWESP design engineer. Deliverables may include linework, reports, or related documents and files in support of (ISO) project delivery.

6 – Retroactive or in-progress H&H related project control and analysis. WET may be asked to analyze existing designs in construction for run off, transport, effectivity, or related precipitation event affects during the construction phase in effort to further improve the project or to reduce adverse impacts.

7 - Provide engineering observations and construction oversight. Ensure construction complies with the project specifications and identify/document deviations from the plans. Prepare reports with observations such as: BMP evaluations, project quantities, acres seeded, problems encountered, weather conditions, and related regulator required assurance functions as directed by the County.

8 - Prepare stream restoration and hydraulic structure designs that follow guidelines established by the Mile High Flood District's (MHFD) Drainage Criteria Manual. This includes field reconnaissance and analytical work including hydrologic and hydraulic analysis of the appropriate design storms. Analysis of sediment transport capacity may also be included. A no-rise analysis, or CLOMR submittal if necessary, will be completed. Final construction drawings and specifications may be prepared by WET, or by Douglas County, which will be determined on a case-by-case basis.

9 - Prepare grading, erosion, and sediment control (GESC) plans. BMP's will be identified, and properly sized for the unique site conditions. GESC Plan will be revised as necessary based on review comments by Douglas County.

10 - Communicate with other agencies such as the NRCS and MHFD. Present upcoming hydraulic design projects. Conduct and present analyses with the goal of influencing and improving drainage policy. This may include topics such as the effects of watershed discretization on modeled peak discharge. Post-wildfire watershed response and the stream gage monitoring may also be considered.

# Fee Schedule

## II. Fee Schedule

The costs for this scope of work, which covers maintenance of a Flood Warning System, several station upgrades, and hydrology and hydraulic engineering services for 2 years (2026 and 2027) are summarized below in Table 1. Total not to exceed amount of contract is **\$248,010** (actual time and materials for services provided shall be billed monthly). The total cost shall not be exceeded without written authorization from Douglas County.

**Table 1. Summary of Total Costs for 2 Years of Service**

	Personnel Category	Field Technician	Professional Engineer 5			
Activity	Rate/hr	\$135.00	\$170.00	Labor Cost	ODC Cost	Total Cost
Monitoring System Maintenance & Spare Equipment		240	40	\$39,200	\$9,500	\$48,700
Upgrade Sellers Gulch at Haystack		44	0	\$5,940	\$7,130	\$13,070
Upgrade Cherry Cr at Prairie Canyon		40	0	\$5,400	\$4,700	\$10,100
West Creek Repeater and Hayman Upgrade		120	0	\$16,200	\$16,000	\$32,200
Sound Monitoring		64	40	\$15,440	\$4,800	\$20,240
H&H Engineering Labor		200	560	\$122,200	\$1,500	\$123,700
<b>TOTAL COST FOR MONITORING SYSTEM SUPPORT AND H&amp;H SUPPORT</b>				<b>\$204,380</b>	<b>\$43,630</b>	<b>\$248,010</b>

**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](mailto: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.

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Megan Datwyler, Risk Manager

Date

## Zak Humbles

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**From:** Christopher Pratt  
**Sent:** Thursday, January 15, 2026 8:30 AM  
**To:** Zak Humbles  
**Cc:** Amy Williams; Ashley Pennick  
**Subject:** Re: Contract Review

Looks good Zak.

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**From:** Zak Humbles <zhumbles@douglas.co.us>  
**Sent:** Wednesday, January 14, 2026 10:31 AM  
**To:** Christopher Pratt <cpratt@douglas.co.us>  
**Cc:** Amy Williams <awilliam@douglas.co.us>; Ashley Pennick <apennick@douglas.co.us>  
**Subject:** Contract Review

Chris,

Would greatly appreciate your review of the attached PCS.

Thank you!

**Zachary Humbles, PE** | Special Projects Engineer  
**Douglas County Department of Public Works Engineering**  
**Address** | 100 Third St., Castle Rock, CO 80104  
**Office** | 303-660-7490 Ext. 4030  
**Cell** | 720-498-4144