

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

RECITALS

WHEREAS, the County is undertaking certain activities to perform an equipment refresh and security software upgrade to the Justice Center Jail Control System located at 4000 Justice Way in Castle Rock, Colorado 80109; 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: Jason Petalas, Security Manager (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Contractor under this Contract.

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

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

The Contractor agrees to diligently and professionally perform all the services described herein in 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 **FIVE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED FIVE DOLLARS**

AND ZERO CENTS (\$519,705.00) 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 **MARCH 1, 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. BADGE ACCESS TO COUNTY FACILITIES: If this Contract requires access to multiple facilities within Douglas County, including law enforcement and judicial buildings such as the Douglas County Justice Center, 4000 Justice Way, Castle Rock, CO 80109, that may contain Criminal Justice Information (CJI) material, additional provisions are necessary. If applicable, Douglas County will perform prescreening background checks of successful bidders and associated personnel. In addition, successful bidders and associated personnel must pass state and federal fingerprint and background checks prior to the start of work and access to any Douglas County facility. To complete the fingerprinting and background checks, successful bidders and associated personnel must set up vendor accounts with the Colorado Bureau of Investigations (CBI): <https://cbi.colorado.gov/sections/biometric-identification-and-records-unit/new-accounts>. Depending on access requirements, the successful bidders and associated personnel may be required to sign an additional CJIS security addendum.

The successful bidder shall supply a complete list of associated personnel to Douglas County with at least two potential alternative workers who will be responsible for performing services under this contract. Only these individuals will be allowed on Douglas County premises to perform services once confirmed to have passed background checks and CJIS Training.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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 Government
Attn: Luanne Lee
3026 N Industrial Way
Castle Rock, CO 80109
Phone: (303) 660-7445
E-mail: lee@douglas.co.us

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

and by the County to: KUBL Group, LLC
Attn: Blake Bretz
3201 E Mulberry St, Unit H
Fort Collins, CO 80524
Phone: (970) 818-2588
E-mail: bbretz@kublgrou.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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

- 1st This Contract, Sections 1 through 29
- 2nd Exhibit C - Insurance Requirements
- 3rd Exhibit A - Scope of Services
- 4th Exhibit B - Method of Payment

25. 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.

26. 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.

27. 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.

28. 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.

29. 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

SCOPE: HARDWARE: Twenty-one (21) Replacement Intercom Master Stations

KUBL Group completed a reprogramming of the door control and intercom systems at the Douglas County Justice Center in June of 2018 from a standalone system to a client-server system, and also deployed an HMI CPU, monitor, and software update in early 2022. The quote below summarizes the scope to replace the existing Harding TMM-640 intercom master stations with new TMM-641 units.

GENERAL:

1. The overall scope of this project is to provide new Harding Intercom Master Stations at all current locations. No new locations or system modifications are required.

KUBL RESPONSIBILITIES:

1. Provide, configure, and install twenty-one (21) new Harding TMM-641 intercom master stations (flush microphone) at existing locations.
2. Utilize the existing POE network switch connection for all devices
3. Configure and test intercom master stations at the KUBL shop prior to on-site deployment
4. On-site deployment and installation of the units. Can be performed during regular business hours with minimal facility interruption.
5. On-site and remote troubleshooting of any issues related to the scope of work provided by KUBL Group (regular business hours and after-hours)

FACILITY RESPONSIBILITIES:

1. Provide a single point of contact for scheduling and payment
2. Remove and dispose of existing HMI servers
3. Provide an escort throughout the facility for KUBL staff during deployment and testing phase
4. Provide remote access to the two KUBL-provided servers as needed for troubleshooting
5. Configure any RDP, LDAP, or other Windows system requirements, as determined by the Douglas County IT department
6. Troubleshooting of any functions, devices, or programming on the new systems, that were not operational on the existing system.

SCHEDULE:

1. Equipment lead time is currently 4-6 weeks.
2. Configuration shop setup/testing of equipment: 1 week
3. On-site deployment: 1 week
4. Total anticipated project duration: 6-8 weeks.

SCOPE: SOFTWARE & SERVERS: Provide & configure Door Control Servers, Update Door Control Software, Upgrade Harding Firmware, PLC Software

KUBL Group completed a reprogramming of the door control and intercom systems at the Douglas County Justice Center in June of 2018 from a standalone system to a client-server system, and also deployed an HMI CPU, monitor, and software update in early 2022. The quote below summarizes a quote to provide updated hardware and software, similar to the project completed in 2022.

GENERAL:

1. The overall scope of this project is to provide & configure two new HMI servers with the appropriate current versions of software and hardware to function as currently configured, upgrade all Harding firmware to the latest available, and provide the latest PLC software. No other program updates or feature changes are included.

KUBL RESPONSIBILITIES:

1. Configure two new KUBL-provided servers for the HMI system. KUBL to install Windows Server 2022 and all necessary software installed to match the configuration of the current HMI server configuration, performance, and storage parameters. This includes quarterly Windows updates and patching of these units via scheduled remote sessions for 1 year from the installation date (4 total).
2. Upgrade the existing InduSoft runtime + development licenses to current version at time of purchase. Licenses will be for a 16K tag count to match existing (project is currently at 5500 tags). Reuse existing software dongles.
3. Provide and install a single license of PAC Machine Edition Professional software (formerly GE Proficy) on the secondary server to allow for any future PLC modifications.
4. Upgrade all Harding DCCs to the latest available version of firmware.
5. Configure and test servers at the KUBL shop prior to on-site deployment
6. On-site deployment and installation of the two new servers and Harding Firmware during business hours or after hours.
7. On-site and remote troubleshooting of any issues related to the scope of work provided by KUBL Group (regular business hours and after-hours)

FACILITY RESPONSIBILITIES:

1. Provide a single point of contact for scheduling and payment
2. Remove and dispose of existing HMI servers
3. Provide an escort throughout the facility for KUBL staff during deployment and testing phase
4. Provide remote access to the two County-provided servers as needed for troubleshooting
5. Configure any RDP, LDAP, or other Windows system requirements, as determined by the Douglas County IT department
6. Troubleshooting of any functions, devices, or programming on the new systems, that were not operational on the existing system.

SCHEDULE:

1. Equipment lead time is currently 12-16 weeks.
2. Configuration shop setup/testing of equipment: 3 weeks
3. Onsite deployment: 1 week
4. Total anticipated project duration: 16-20 weeks.

SCOPE: HARDWARE: Twenty-one (21) Replacement HMI Client CPUs and Twenty-one (21) 32" Touchscreens**GENERAL:**

1. The overall scope of this project is to provide new HMI Client CPUs and touchscreens at all current locations. No new locations or system modifications are required.

KUBL RESPONSIBILITIES:

1. Provide, configure, and install twenty-one (21) new Dell 3460 Small Form Factor CPU workstations to act as the clients for the HMI system, replacing the current units. Dell 3440 SFF CPU, Windows 11 Pro 64-bit, 16GB ECC Memory 4800MHZ, Intel Core i9-4900 Processor (2.1 - 5.8GHz), Nvidia T1000 4GB Graphics Card (4mDP connectors), M.2 500GB SSD. Final model of CPU can be discussed and finalized prior to order, assuming the CPU does not exceed the specifications above.
2. Provide, configure, and install twenty-one (21) 32" touchscreens at existing locations (Viewsonic, ELO or equivalent), locations TBD
3. Install all necessary InduSoft SecureViewer software and Avigilon SDK applications on each CPU
4. Configure and test CPUs at the KUBL shop prior to on-site deployment
5. On-site deployment and installation of the CPUs. Can be performed during regular business hours with minimal facility interruption.
6. On-site and remote troubleshooting of any issues related to the scope of work provided by KUBL Group (regular business hours and after-hours)

FACILITY RESPONSIBILITIES:

1. Provide a single point of contact for scheduling and payment
2. Remove and dispose of existing HMI servers
3. Provide an escort throughout the facility for KUBL staff during deployment and testing phase
4. Provide remote access to the two KUBL-provided servers as needed for troubleshooting
5. Configure any RDP, LDAP, or other Windows system requirements, as determined by the Douglas County IT department
6. Troubleshooting of any functions, devices, or programming on the new systems, that were not operational on the existing system.

Exhibit B
PAYMENT TERMS

All invoices to be sent to ffessadmin@douglas.co.us. 50% upon receipt of PO, 50% upon project completion. Payments are NET30.

HARDWARE: Twenty-one (21) Replacement Intercom Master Stations

GENERAL INCLUSIONS:

1. All Labor, Per Diem, Travel to complete our scope of work herein.
2. On-site deployment and testing of the new servers and software.
3. Remote troubleshooting and testing of the new servers and software.
4. One-year workmanship warranty for the scope of work performed by KUBL Group.

GENERAL EXCLUSIONS:

1. Taxes of any type.
2. Bonds of any type.
3. Permits or fees of any type.
4. Equipment not specifically mentioned herein. We have assumed all equipment supplied by the county, or to be reused, is in proper working order.
5. Any programming changes or modifications (can be performed at current T&M rates)
6. Any camera call-up or .JSON file changes for any workstation.
7. Any work on the CCTV system of any type

TOTAL COST: \$70,655.00

HARDWARE COST: \$51,295

SOFTWARE COST: \$0

HARDWARE LABOR COST: \$19,360

SOFTWARE LABOR COST: \$0

SOFTWARE & SERVERS: Provide & configure Door Control Servers, Update Door Control Software, Upgrade Harding Firmware, PLC Software

GENERAL INCLUSIONS:

1. All Labor, Per Diem, Travel to complete our scope of work herein.
2. On-site deployment and testing of the new servers and software as stated above.
3. Remote or in-person coordination meetings for the LDAP integration as stated above
4. Remote troubleshooting and testing of the new servers and software.
5. One-year workmanship warranty for programming, hardware, and services performed by KUBL Group.

GENERAL EXCLUSIONS:

1. Taxes of any type.
2. Bonds of any type.
3. Permits or fees of any type.
4. Equipment not specifically mentioned herein. We have assumed all equipment supplied by the county, or to be reused, is in proper working order.

5. Any programming changes or modifications not specifically mentioned in above sections (can be performed at current T&M rates)
6. Any camera call-up or .JSON file changes for any workstation.
7. Any work on the CCTV system of any type
8. Network configuration or troubleshooting of any type.
9. Expedited Schedule.

TOTAL COST: \$227,290.00

HARDWARE COST: \$28,480

SOFTWARE COST: \$67,820

HARDWARE LABOR COST: 39,730

SOFTWARE LABOR COST: \$91,260

HARDWARE: Twenty-one (21) Replacement HMI Client CPUs and Twenty-one (21) 32” Touchscreens

GENERAL INCLUSIONS:

1. All Labor, Per Diem, Travel to complete our scope of work herein.
2. On-site deployment and testing of the new servers and software.
3. Remote troubleshooting and testing of the new servers and software.
4. One-year workmanship warranty for the scope of work performed by KUBL Group.

GENERAL EXCLUSIONS:

1. Taxes of any type.
2. Bonds of any type.
3. Permits or fees of any type.
4. Equipment not specifically mentioned herein. We have assumed all equipment supplied by the county, or to be reused, is in proper working order.
5. Any programming changes or modifications (can be performed at current T&M rates)
6. Any camera call-up or .JSON file changes for any workstation.
7. Any work on the CCTV system of any type
8. Network configuration or troubleshooting of any type.
9. Expedited Schedule.

TOTAL COST: \$221,760.00

CPU HARDWARE COST: \$72,500

TOUCHSCREEN HARDWARE COST:

\$55,100

SOFTWARE COST: \$0 (software cost in scope 1 above)

HARDWARE LABOR COST: \$43,470

SOFTWARE LABOR COST: \$50,690

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.