

Staff Report

Date: December 9, 2025
To: Douglas County Board of County Commissioners
Through: Douglas J. DeBord, County Manager
From: Dan Dertz, Director Open Space & Natural Resources
CC: Ryan Smith, Ranger Supervisor
Scott McEldowney, Assistant Director Open Space & Natural Resources
Kirk Inderbitzen, Operations Manager

Subject: Open Space Forest Health and Wildfire Mitigation PCS Request

Board of County Commissioners Meeting:

December 9, 2025 @ 2:30 p.m.

I. EXECUTIVE SUMMARY

Douglas County Open Space and Natural Resources (DCOSNR) is requesting consideration of approval for forest stand improvements and fuels reduction treatments on the Douglas County Open Space Schmidt Property and adjacent private properties. Colorado State Forest Service (CSFS) is continuing work on the Jackson Creek-Garber Creek Forest Restoration & Watershed Protection Project into heavily forested areas within the Schmidt Open Space and adjacent private properties. Fuels reduction and forest health are major priorities within this project area to reduce the risk of catastrophic wildfire. The improvements considered will consist of 510 acres of mixed conifer, primarily of Douglas fir and Ponderosa pine with a Gambel oak understory. This work is intended to start in late 2025/early 2026.

DCOSNR has received approval to proceed with treatment on Schmidt Open Space from partner stakeholders including Colorado State Department of Natural Resources (CDNR), Douglas Land Conservancy (DLC), and Chatfield Reservoir Mitigation Company (CRMC). Grant funding for this project reflects 2-phases. The first phase reflects this request (mechanical/hand treatments) and phase-2 (aerial logging) will be considered if needed.

II. REQUEST

Approval for the use of grant funding and DCOSNR budget to perform forest health and wildfire mitigation prescriptions designed through CSFS in the amount of \$1,050,456.00. County hard match (\$330,000), COSWAP grant funding (\$1,000,000), and Denver Water Funding(\$500,000) will be allocated for this project.

III. BACKGROUND

Open Space conducted a competitive process (IFB #21-25) for implementing prescriptions and other requirements for forest health and wildfire mitigation. By the due date of August 19, 2025, we received three (3) separate bids. Aiming to maximize County & grant funding for forest maintenance, Open Space staff worked with our partners at CSFS to select the top bid. The bid from Dove Creek is the most cost effective for the Jackson Creek-Garber Creek Forest Restoration & Watershed Protection Project. This bid is competitively priced for the full competition of this project.

Dove Creek is a local company that operates regularly in Douglas County and is highly recommended by CSFS.

Dove Creek will be able to start work immediately upon the approval of this contract and fulfill a completion date suitable for all parties.

IV. RECOMMENDED ACTION

It is staff's recommendation that the PCS between the BOCC and Dove Creek be approved as it meets the following objectives described in the 2030 Parks, Trails, and Open Space Master Plan:

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.

Objective OS 3D

Design improvements and establish activities to protect and enhance wildlife habitat and ecosystems.

Objective OS 3E

Improve open space lands through resource management activities to support natural ecological processes and wildlife carrying capacity.

Objective OS 3G

Actively protect open space resources and enhance visitor safety.

Objective OS 3L

Provide safe and secure open space public facilities.

V. STAFF ASSESSMENT

The Board of County Commissioners may approve the DCOSNR request to accept terms presented through the bid process with Dove Creek.

VI. ATTACHMENT

Public Contract for Services

PUBLIC CONTRACT FOR SERVICES

THIS PUBLIC CONTRACT FOR SERVICES (“Contract”) is made and entered into this ____ day of _____, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **DOVE CREEK FORESTRY, INC.** authorized to do business in Colorado (the “Contractor”). The County and the Contractor are hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

RECITALS

WHEREAS, the County is undertaking certain activities for forest maintenance and wildfire mitigation; 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: Ranger Supervisor Ryan Smith (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 through coordination with Colorado State Forest Service (CSFS).

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by the Contractor. Other services beyond this scope will be solely funded through grant funding awarded to CSFS and Douglas County Open Space and Natural Resources (DCOSNR) in 2025. 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 MILLION FIFTY THOUSAND FOUR HUNDRED FIFTY-SIX DOLLARS AND ZERO**

CENTS (\$1,050,456.00) 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 **DECEMBER 9, 2025**, 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: Ryan Smith, Ranger Supervisor
100 Third Street
Castle Rock, CO 80104
Phone: (720) 670-3704
Email: rsmith@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
Email: attorney@douglas.co.us

and by the County to:

Dove Creek Forestry, Inc.
Attn: Brian Curry & Cassi Kindel
98 Stagecoach Trail
Elizabeth, CO 80107
Phone: (303) 918-2908
Email: dovecreekforestry@gmail.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 27
- 2nd Exhibit A - Scope of Services
- 3rd Exhibit B - Method of Payment
- 4th Exhibit C - Insurance Requirements

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. 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**



Jackson Creek Forest Restoration Project

Purpose:

- Reduce wildland fire hazard and realign the forest with historical conditions by decreasing tree densities, removing ladder fuels, modifying stand structure and creating openings in the forest canopy.
- Improve overall forest health by increasing tree crown spacing, reducing resource competition, and improving growing space for residual trees and oak.
- Lower the threat of insect and disease outbreaks by reducing stand densities.
- Protect watershed integrity and riparian habitat through moderating potential wildland fire severity and minimizing adverse post-fire impacts.

Location and General Description of Work:

- The Jackson Creek Forest Restoration Project is located in Sections 16-20 and 29-31 of Township 8S, Range 68W, in Douglas County, Colorado. The project area is primarily located off of Jackson Creek Road, approximately 13 miles west of the Town of Castle Rock.
- Work involves fuels reduction and forest stand improvements in a mixed conifer forest with a Gambel oak understory. Treatments will be implemented via a combination of mechanical harvesting, hand felling, and mastication. A site inspection is required for this project.
- Colorado State Forest Service (CSFS) will be the Project Administrator in accordance with service agreements with Douglas County and private landowners.

Project Area Description:

- The project covers 9 private properties and 1 County-owned property, with the potential for additional private properties to be added on depending on treatment costs. The total treatment area has a gross acreage of approximately **510 acres**, with the potential to add additional acreage.
- The project area lies within a gradient of forest types. The eastern end is dominated by open grown Gambel oak with minimal tree cover. This transitions into ponderosa pine dominant stands and then dense mixed conifer forests further to the west.
- The terrain in the project area is highly variable. Some areas are relatively flat with good operability, whereas many other areas are characterized by steep draws and ridges where mechanical treatment will be significantly limited. Multiple creeks run through the project area with very steep slopes on either side. As such, a significant portion of the project (~40%) is expected to be hand treatment or other treatment methods.
 - Due to the complex terrain, the contractor will be paid out based on acres completed as measured via GPS by the project administrator. If any acres are left untreated, they will be excluded from payment.

- Other steep-ground treatment methods may be considered depending on treatment costs, including helicopter logging or spider mastication in high priority areas.
- The project area is shown on the attached maps and further described in the following tables.

Treatment Timeline:

Property Type	Acreage	Treatment Period
1. DCOS	172	September 1, 2025 – March 31, 2026, July 16, 2026 – December 31, 2026
2. Private	338	September 1, 2025-December 31, 2026
Total Acres	510	

Slope Distribution:

The following numbers are estimates based on 10-meter DEM data.

	0-10%	11-20%	21-30%	31-40%	40+%	Total:
Acres:	25	85	106	102	192	510

Treatment Type:

	Mechanical Treatment	Hand Treatment	Total:
Acres:	294	216	510

* Approximate acreage figures based on slope maps.

Project Marking:

Type	Color
Treatment Boundary	Pink Flagging (N,S,E,W)
Stream Buffers (SMZ, RCZ, etc.)	Yellow Flagging
Hazards (barbed wire, rebar, etc.)	Orange Flagging
Habitat trees, isolated seedlings and saplings (retain)	Orange Flagging
Photo Points	Yellow and Black Striped Flagging

Removal Trees (>5in. DBH)	Blue Paint
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Forest Management Treatments Overview:

- The project will involve performing forest stand improvement and fuels mitigation treatments. The desire is to ultimately develop stand structure to reduce the risk of severe wildland fire behavior, improve forest health, and protect the integrity of local watersheds and riparian habitats. This will primarily be achieved through the removal of ladder fuels via mastication, and increasing overstory tree crown spacing via mechanical harvesting.
- Use of equipment that is comparable in performance to a rubber tracked or tire Bobcat or skid steer sized equipment with a fecon masticating head and a feller-buncher head for harvesting is specified for this project. Equipment must have the capabilities to move/skid whole trees and haul logs off-site. Crew members capable of using chainsaws to safely hand fell large diameter trees with minimal damage to residual trees are required.
- **Handwork is required for this project. In areas that are mechanically inoperable, inaccessible, or otherwise designated as a handwork zone (SMZ TRH, RCZ), separate handwork prescriptions will be applied. See handwork prescriptions below for further information.**
- Harvestable trees (>8in. DBH) that are marked for removal will be placed in log decks. Log deck locations will be identified by the Project Administrator before project work begins. Removal of all mechanically harvested trees will be required on some properties. On other properties, decked logs will be left on site per landowner request. Refer to the Harvest Inventory Summary below for further information on projected harvest statistics and wood volumes.
 - Due to limited space, contractors must begin hauling operations as soon as adequate volumes are present to reduce disturbance and log deck size.
- The following rehabilitation requirements will apply for skid trails, landings, log decks, and any other heavily disturbed areas. Rehabilitation efforts will be implemented as directed by CSFS:
 - Mastication of any residual slash and removal of all unutilized wood (ex. butt ends).
 - Smoothing and shaping to remove ruts, berms and other surface disturbances; and to provide for drainage.
 - Waterbar construction, placed at natural areas of drainage but at no less than the minimum spacing determined by the formula: $\text{Spacing} = 1,000/\% \text{ Slope}$.
 - Re-seeding with a local grass seed mixture if deemed necessary by the project administrator.
- Future funding for helicopter logging will be allocated through grants awarded in 2025, if needed. This may include Forest to Faucets and/or COSWAP.
- CSFS Best Management Practices shall be adhered to as outlined in the *2023 Forestry Best Management Practices to Protect Water Quality in Colorado* publication. Only hand treatment will occur within a minimum of 75ft from all riparian vegetation to avoid soil disturbances and subsequent impacts to water quality and riparian habitat.
- **Due to nesting bird season restrictions on Douglas County Open Space lands. Treatments on the DCOS property can only be completed annually between January 1st – March 31st, and July 16th – December 31st.**

Prescriptions

- **Mechanical Treatment Prescription**

- Target residual basal area of 40-60 for ponderosa pine dominant stands, and 70-80 for Douglas fir dominant stands. Target crown spacing of 10-20ft for individual trees, and 20-30+ft for groups of trees.
 - Trees will be identified for removal by CSFS utilizing a combination of thin from below and free thinning silvicultural methods. This will remove ladder fuels, I&D trees, and selected large trees to increase canopy spacing, retain a healthy mature overstory, and promote age diversity.
 - Trees >5in. DBH that are identified for removal will be marked with blue paint by CSFS prior to the work commencing in the treatment area. Trees will be marked blue on at least two sides. Trees < 5 in. DBH will be unmarked, aside from keep trees marked with orange flagging.
- Masticate whole trees concentrating on sizes of 7 inches and less dbh that are acting as ladder fuels and that are overtopped, poorly formed (bent, broken topped, forked), damaged, diseased (bark beetle, mistletoe) and excessive (dense clumps). Chips and chunks will be well distributed across the project area with a desired average chip depth of 3-inches or less. All mechanically accessible tops and slash must be processed within the treatment blocks via mastication.
- Trees greater than 8 inches in diameter that are marked for removal will be harvested for firewood or sawlogs, and placed in specific deck locations to be hauled off-site.
 - The trees will be felled, limbed, and slash masticated in the treatment block.
- All healthy single standing ponderosa pine will be retained in the 6 inch and less diameter range to maintain diversity and age structure if they are not considered a ladder fuel and are located 30 feet (stem spacing) from residual trees. These trees will be identified with orange flagging.
- Retain 2-3 snags per acre with a minimum diameter of 8 inches for cavity nesting birds. Vegetation with nests will be retained and left undisturbed. The CSFS will flag these with orange flagging when encountered. The contractor is expected to be observant for nest sites during treatment and avoid those when discovered. o All tree stumps will be 4 inches or less in height as measured on the uphill side. All Gambel oak must be processed to ground level. Mastication debris will have an average chip depth of 3 inches or less.
- All down and dead, damaged, poor formed and wind thrown trees that are on the ground which are within the diameter limit (7 inches and less dbh) will be treated via mastication.
 - Downed trees already present within the unit that are greater than 8 inches in dbh will be left on site for habitat.
- Gambel oak treatment will focus on removing all vegetation that is within 15 feet of the dripline (the end of the farthest branch) of residual trees, isolating healthy clumps in large contiguous oak stands, and eliminating dead and declining oak via mechanical mastication. Gambel oak will be treated using the following guidelines:
 - Remove all oak from underneath residual trees and within 15 feet of the dripline of residual trees.
 - Target old, dead, declining patches, especially those with significant top kill.
 - In open areas, break up large continuous oak stands into a mosaic pattern of clumps with spacing at least 2.5 times the height of the remaining clumps.

- Any healthy free-standing clumps (not underneath or near ponderosa pine) will be retained if it does not act as a ladder fuel. These clumps will be at least 15 feet away from residual trees.
- **Upland Hand Treatment Prescription**
 - o Upland hand treatment will concentrate on the removal of coniferous trees 8 inches and less in diameter.
 - o Hand treatment will utilize the “lop and scatter” method.
 - Trees will be felled via chainsaw. Tree limbs will be cut from the bole and scattered across the ground.
 - The scattered limbs and debris will be well distributed with a height of 18” or less.
 - Felled tree boles will be laid parallel to the slope aspect to minimize rolling hazards.
 - o Hand treatments will primarily target trees acting as ladder fuels via the removal of all trees within the specified size class that are within 10 feet of the dripline of any mature residual trees. Additionally, trees that are overtopped, poorly formed (bent, broken topped, forked), damaged, diseased (bark beetle, mistletoe) and excessive (dense clumps) will also be targeted for removal.
 - o All tree stumps will be 4 inches or less in height as measured on the uphill side.
 - o Gambel oak will not be treated within the hand treatment zones.
- **DCOS Riparian Hand Treatment Prescription**
 - o This prescription only applies to the riparian hand treatment zone on the DCOS property.
 - o Riparian hand treatment will only remove ponderosa pine, Douglas fir, and Rocky Mountain juniper that are 6 inches and less in diameter.
 - o Hand treatment will utilize the “lop and scatter” method.
 - Trees will be felled via chainsaw, and removed from the riparian vegetation zone. Tree limbs will be cut from the bole and scattered across the ground outside of the riparian vegetation zone.
 - The scattered limbs and debris will be well distributed with a height of 18” or less.
 - Felled tree boles will be laid parallel to the slope aspect to minimize rolling hazards.
 - o All tree stumps will be 4 inches or less in height as measured on the uphill side.
 - o All other vegetation will not be treated within the riparian hand treatment zone.
 - o All logs, slash, and debris from felled trees in the riparian hand treatment area will be removed from the riparian vegetation zone and scattered in the adjacent upland forests.

Contract Period and Operational Period:

- Hours of operation are limited to daylight hours of 7:00 a.m.-8:00 p.m.; six days a week (Monday-Saturday).
- The startup of chainsaws and mechanized equipment is not allowed before 7:00 a.m.
- No work on holidays unless approved by the Project Administrator.
- Target treatment timeline is December 9, 2025 (dependent on contractor’s availability) - December 31, 2026.

Additional Performance Standards:

- Contractor will be responsible for posting signs along trails/roads when working in close proximity to the trails/roads. Any material masticated on the trails/roads will be removed at the end of each day. All access roads will be kept passable at all times. Care needs to be taken to minimize damage to the road/trails. Any damage to the road/trail will be repaired by the Contractor at the Project Administrator’s discretion.

- Camping **will not** be allowed on the project.
- Parking of trucks and equipment will be determined beforehand and will be agreed upon with the Contractor and Project Administrator before any work occurs.
- Trash and litter will not be left by the Contractor on the property. Daily hauling of any trash generated by the Contractor or crew is the Contractor's responsibility.
- Roads/trails and other improvements will be repaired to the same condition as found prior to the start of work. Prior to final acceptance of completion of the project all roads and trails will be inspected and in working condition. If deemed necessary by the Project Administrator roads will be graded and waterbars installed. If deemed necessary by the project administrator, side trails and roads created by the contractor will be rehabilitated by raking and or slashing into the trails/roads. If deemed necessary they may have to be re-seeded with a local grass seed mix.
- In areas where machines have used a path repeatedly waterbars will be installed if the Project Administrator determines necessary.
- Gates, fences, or signs damaged by the Contractor will be repaired to a like or better condition, or replaced by the Contractor, at the discretion of the Project Administrator and landowner.
- The Project Administrator may suspend or limit operations if excess damage is occurring due to mud, snow, extreme fire danger, etc. or due to the following situation(s): failure to meet contract specifications.
- The Contractor will wash the undercarriage of all trucks and equipment when moving equipment on-site or relocating equipment to another section of the project to reduce the spread of noxious weeds.
- Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant or other fluids shall be removed and placed in covered drums or other acceptable containers for proper disposal by the contractor.
- Areas with excessive rutting caused by the turning of tracked equipment, as determined by the Project Administrator, shall be raked smooth to the original slope of the ground. • Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10 pound fire extinguisher and a minimum of one fire tool per crew member. All vehicles must utilize effective manufacturer-certified spark arresters and muffler systems.
- The work site will be left in a safe manner at the end of every work day:
 - Equipment properly and safely stored, ignition keys removed from machinery
 - All vehicles and equipment left on site will be safely parked on level ground with the wheels chocked
 - Chainsaws, gasoline, and oil will be stored and locked inside a vehicle or secured in a locked metal box at the end of each workday
- **All subcontractors must be approved by the Project Administrator in writing prior to contract signing and bid approval.**

Insurance & Damage Penalties:

- All terms in the Douglas County project contract shall be adhered to. Additionally, the contractor shall obtain, and maintain at all times during the term of the project, insurance of the following kinds:
 - 1.) Workmen's Compensation Insurance as required by state statute.
 - 2.) Commercial General Liability Insurance.
 - 3.) Automobile Liability Insurance.

A damage deposit of \$2,000 will be required prior to the project commencing. Excessive damage to the remaining forest stand or the removal of undesignated products will be paid for at the rate of \$50.00 for each significantly-damaged tree that is 6 inches dbh or greater, this penalty will come out of the initial damage deposit provided by the Contractor. If excessive penalties cause the damage deposit to fall below \$1,000 prior to the completion of the project the contractor will provide additional funds to bring the damage

deposit back to the original \$2,000 amount. Determination of damage is at the sole discretion of the Project Administrator.

Plan of Operations:

• The Contractor will submit a Plan of Operations with the bid for this project. The Plan of Operations will include: the projected start and end date for the project; the type of equipment to be used for mechanical felling, skidding, loaders and log trucks (include brand name and specific model type for each piece of equipment); also include the number of crew members.

CREW AND EQUIPMENT TO BE USED

Dove Creek Forestry, Inc.

The project will be led by Brian Curry, President of Dove Creek Forestry, with a crew of 6 experienced equipment operators and sawyers. Two of Dove Creek Forestry's employees are qualified to haul logs using Dove Creek Forestry's log truck. Additional personnel will be added as needed.

Cassandra Kindel

Carlos Fregoso Lead Equipment Operator – Mastication

David Carey Lead Equipment Operator – Harvesting

Brian Carey Equipment Operator and Sawyer – Mastication and Skidding

Armando Fregoso Equipment Operator – Mastication

Gabriel Fregoso Sawyer and Laborer

Dave Brown Log Truck Driver, Equipment Operator - Forwarding

Equipment: Barko 930 forestry mulcher, Barko 937 forestry mulcher, FAE masticating heads (3), Timber King 722 steel tracked harvester with Ponsse H8 processing head, Ponsse Ergo rubber tire harvester with Ponsse H8 processing head, Ponsse Buffalo forwarder, Kubota SVL-97, rubber track skid steers (2), Loftness masticating heads (2), Fecon masticating head, Harsco 6x6, 2015 Kenworth self-loading log truck, Skid steer grapple, Skid steer tree shear, Skid steer bucket, HD Chainsaws, Mire enclosed job site storage trailer

Subcontractors

Summitt Forests, Inc. will be subcontracted for lop and scatter in the handwork areas.

Trev Pelzer (541) 841-0303 Trev.Summittforests@gmail.com

1-2 crews with 10-12 sawyers and laborers on each crew; 1-2 project leads to oversee operations

Equipment: Chainsaws

Vertical Flight Technologies, LLC (VFT) will be subcontracted for aerial logging operations. VFT provides helicopter lifting services to support a wide range of industries including forestry, firefighting, disaster relief, utilities, medical, and construction.

VFT Ben Sizemore, Owner (812) 549-1754 bnszmr@gmail.com

Ben Sizemore Owner of VFT and Helicopter Pilot

Colter Anderson Ground Project Manager

4 helicopter cutters for felling and choking logs; 2 crew members for landing operations; 1 nightwatchman for helicopter security; 1 mechanic

Equipment: Bell UH-1B, Doosan DX225 shovel loader, Chokers and cable for hooking logs, Chainsaws

Harvest Inventory Summary

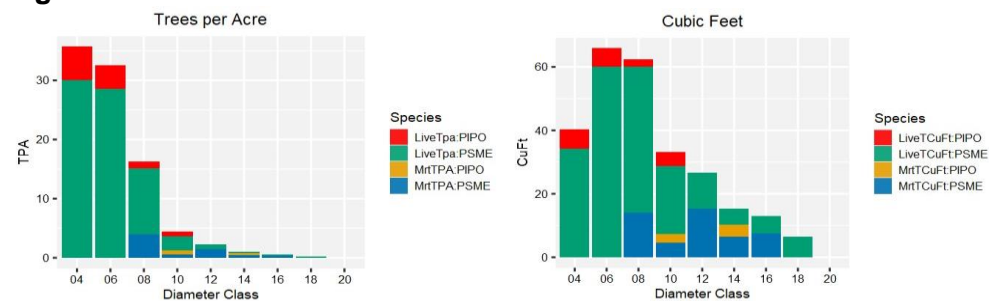
The following data is derived from a limited sample size, and all numbers are provided solely as estimates. Actual forest conditions and harvest metrics may differ from what is listed below. The data does not include seedlings and saplings under 3.6 inches in diameter.

Harvest Statistics (per acre):

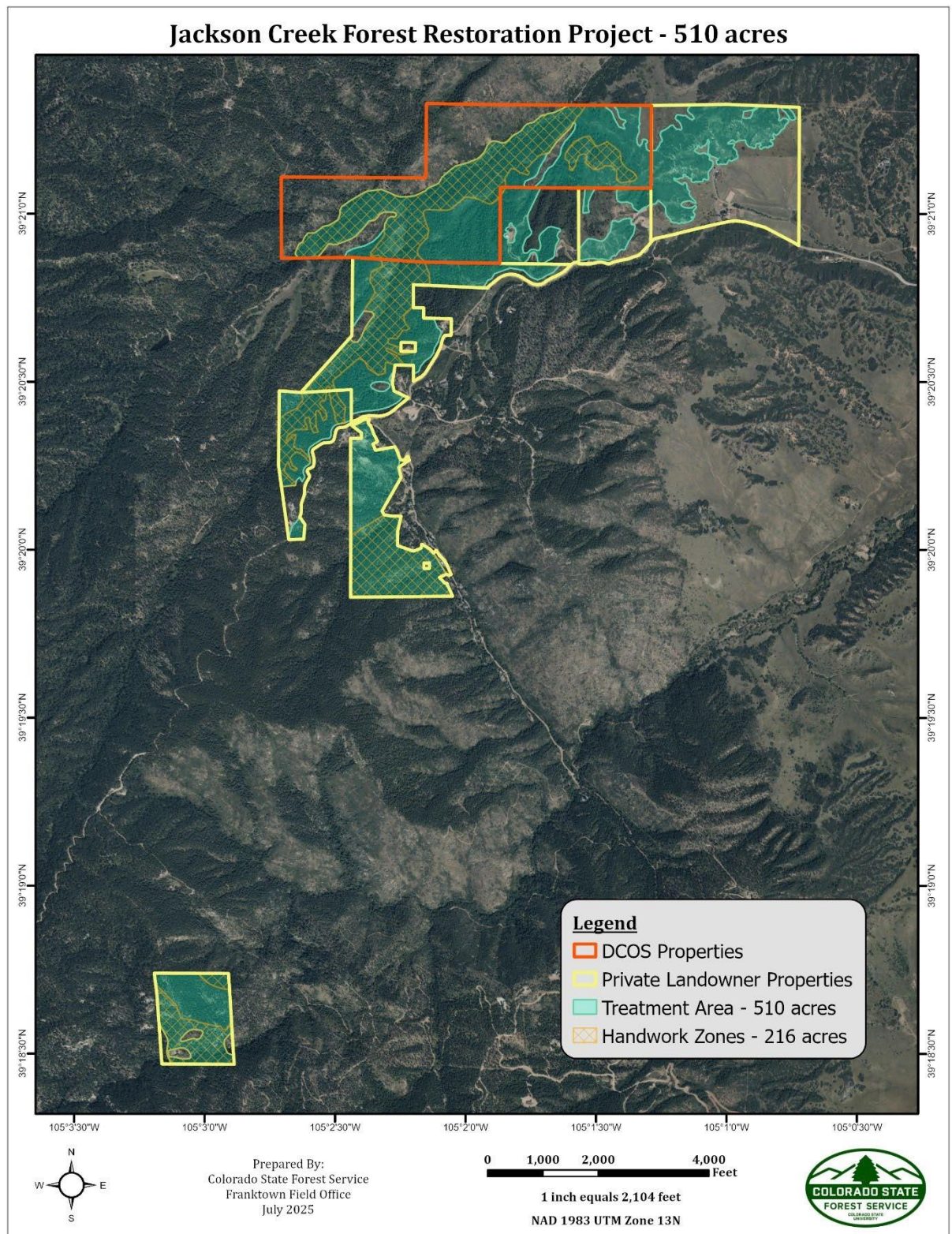
	Forested, Mechanically Operable Areas
Trees per Acre	93
Basal Area	21
Quadratic Mean Diameter	6.1
Cubic Feet	262.4
Merchantable Cubic Feet	180.3
Board Feet	277.6

MOE: 19.6% at 68% confidence level

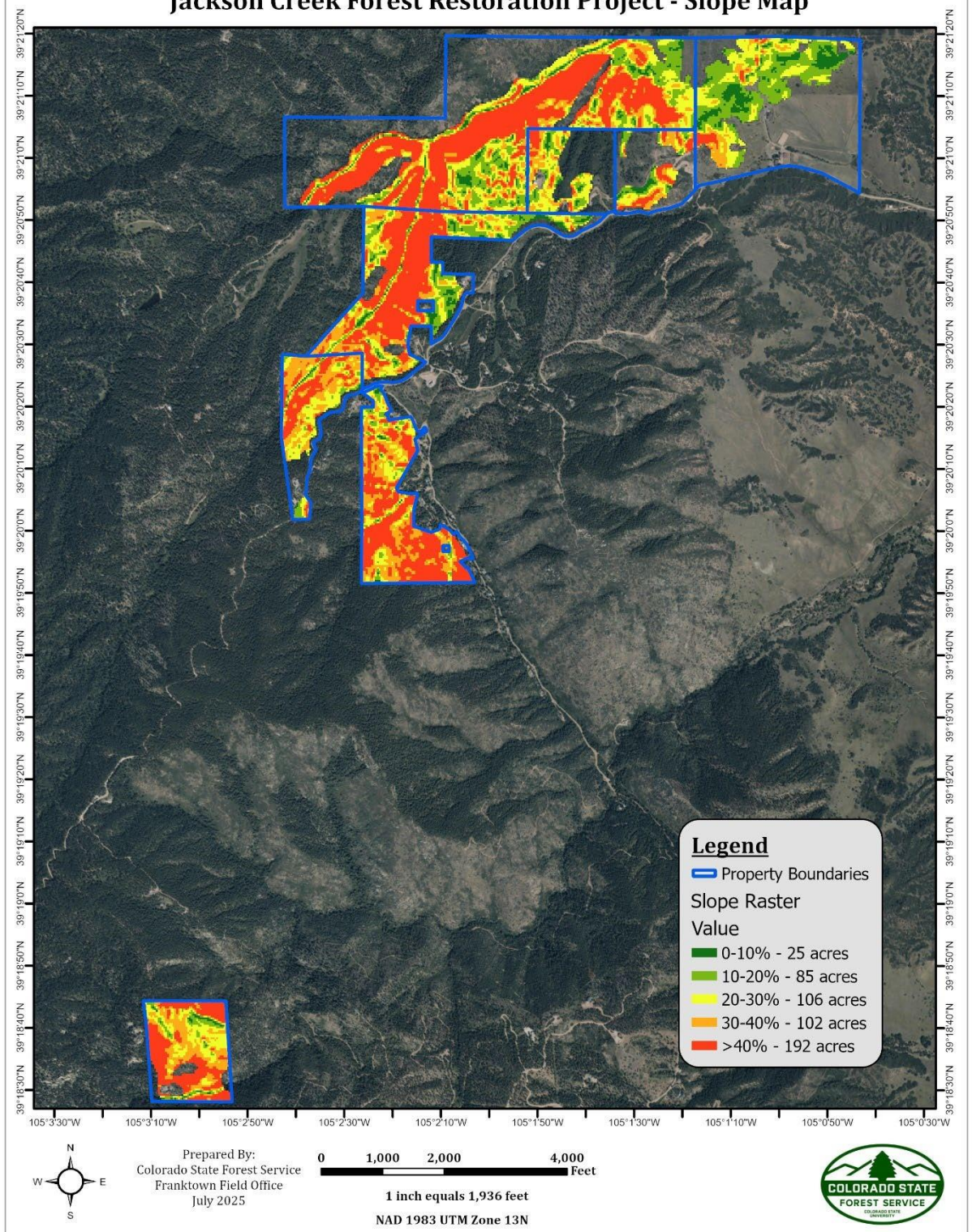
Figures:

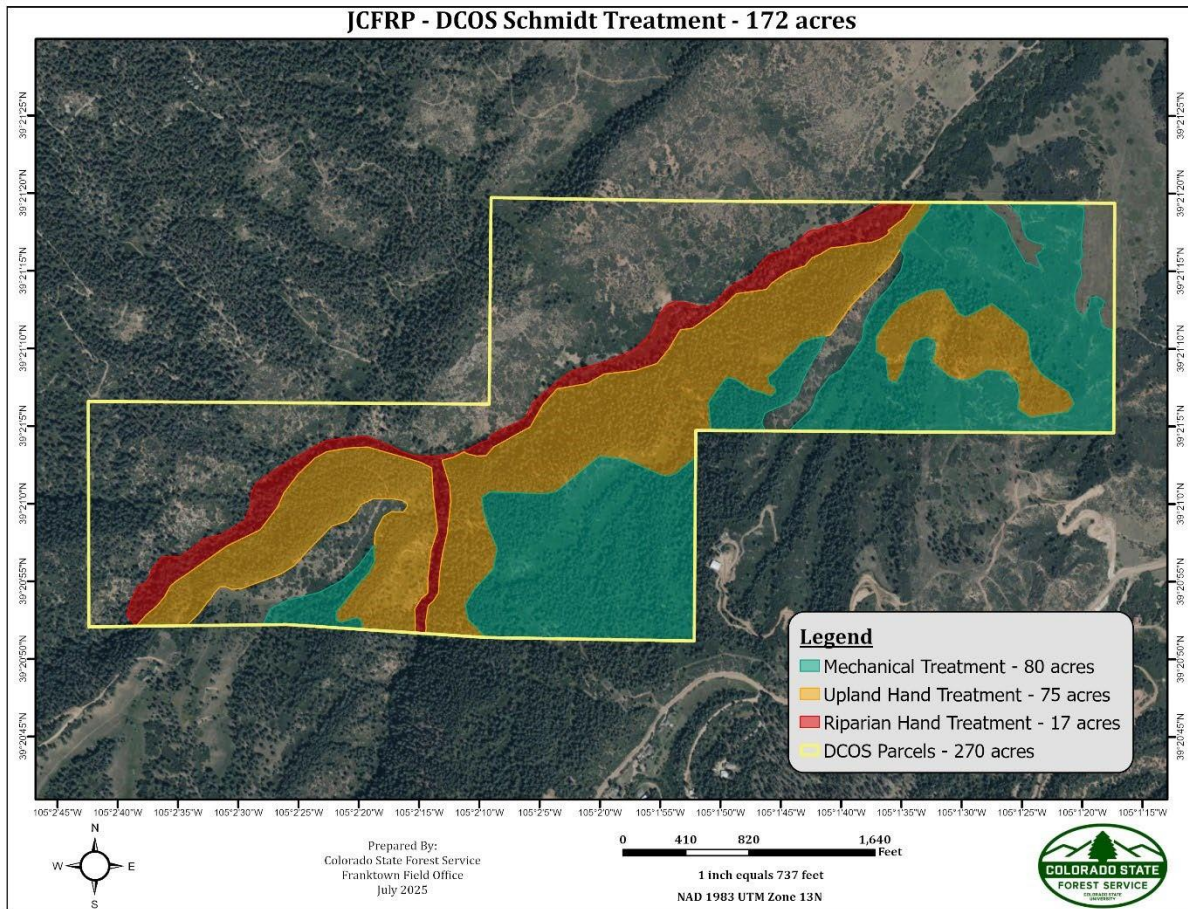


Maps:



Jackson Creek Forest Restoration Project - Slope Map





OUTLETS FOR WOOD UTILIZATION

Hammond Firewood
Elizabeth, CO 80107

Oaklands Ranch Sawmill
Sedalia, CO 80135

Conifer Forestry Products
Conifer, CO 80433

Mile High Tree Care
Denver, CO 80216

Other private buyers

Mountain Heart Woodworks
Elizabeth, CO 80107

Scotts Company
Brighton, CO 80601 / Fountain, CO 80817

Douglas County Biochar and Waste Diversion Site
Sedalia, CO 80135

Coal Creek Excavation
Erie, CO 80516

PLAN OF OPERATIONS

Project Implementation

Dove Creek Forestry will work closely with the Project Administrators to implement forest stand improvement and fuels reduction prescriptions as outlined in the Scope of Work. Dove Creek Forestry will perform operations to meet the goals set forth in the Scope of Work to restore historical stand structure, improve forest health, protect watersheds, and lessen wildfire hazards. Treatment will include modifying the stand structure by reducing fuels and tree density.

The project will be completed through a combination of mechanical harvesting, mastication, and handwork. Aerial logging can be arranged to remove felled trees from high priority handwork units.

Trees targeted for removal will be determined based on project flagging and the prescription provided by CSFS. In mechanical sections, trees marked with blue flagging will be targeted for removal and either masticated or harvested based on diameter. Unmarked trees less than 5" dbh that are targeted for removal will be masticated. Trees marked with orange flagging will be retained. In handwork sections, trees targeted for removal will be determined based on the prescription and by working with Project Administrators. Avenza maps will be used to delineate unit boundaries along with maps provided by CSFS and pink boundary flagging.

The project area will be divided into increments of approximately 10 acres prior to work starting. Near completion of each 10-acre increment, Dove Creek Forestry will request a walk through with the Project Administrators to address any remaining tasks that need to be completed prior to closing out the increment.

MECHANICAL AREAS

Mechanical operations will be conducted by processing trees in the woods, masticating slash and understory, and masticating contiguous stands of Gambel oak. Due to the varied terrain, both large and small forestry equipment will be utilized for the project. Skid steers will be used for operations in areas that are inaccessible for larger forestry equipment due to limited access or terrain that is better suited for smaller equipment.

HARVESTING – Trees greater than 8" dbh that are marked with blue flagging will be targeted for removal and will be harvested for firewood and saw logs. Targeted trees will be felled and processed in the woods mechanically using a harvester with a processing head. Remaining boles will be forwarded and decked at approved landings in preparation for removal. Slash resulting from processing in the woods will be thoroughly masticated within the treatment unit.

MASTICATION – Mastication will occur by using Barko forestry mulchers and skid steers with masticating heads. Barko forestry mulchers will be used for initial mastication within project units. Skid steers with masticating heads will follow closely behind to further refine the masticated areas to achieve a clean appearance. Additionally, skid steers will be used in areas that are inaccessible for larger mulching equipment.

Trees less than 7" dbh that are marked with blue flagging and/or acting as ladder fuel, overtopped, poorly formed, damaged, diseased, or excessive will be masticated. All dead and downed trees that are 7" dbh and less will be masticated. Limbs and tops of harvested trees will be masticated in the treatment block where the trees are felled and processed.

Gambel oak existing within 15 ft. of the dripline of residual trees will be masticated. Gambel oak that is dead, decadent, and/or showing signs of top kill will be masticated. In open areas, contiguous stands of Gambel oak will be broken into smaller stands in a mosaic pattern. Space between the remaining stands will be equivalent to 2.5 times the height of the remaining stands.

Chips and chunks resulting from mastication will be thoroughly processed and well spread by making multiple passes over the material. Chips will be spread to an average depth of 3 inches.

Stumps will be masticated flush with the ground. In areas where stumps cannot be masticated due to proximity to overstory trees, rocks, and/or structures, stumps will be cut as low as possible to the ground and will not exceed 4 inches in height on the uphill side.

RETAINED TREES AND GAMBEL OAK – Care will be taken to retain trees and vegetation that are not targeted for removal. Single standing ponderosa pine 6" dbh and less that are marked with orange flagging will be retained to maintain age diversity. Standing snags marked with orange flagging will be retained for wildlife. Downed trees that are already present in the unit that are greater than 8" dbh will be retained for habitat. Healthy and free-standing clumps of oak that are at least 15 ft. from residual ponderosa pine trees and not acting as ladder fuel will be retained.

LOP & SCATTER

Dove Creek Forestry will subcontract Summitt Forests, who specializes in hand felling and lop and scatter practices, for areas that cannot be treated mechanically due to slope. Dove Creek Forestry will oversee subcontractor's operations and assist in operations as needed to ensure completion.

UPLAND HANDWORK AREAS – Upland handwork areas will target the removal of trees 8" dbh and less that are acting as ladder fuel within 10 ft. of the dripline of mature trees, and trees that are poor formed, diseased, damaged, overtopped, or excessive. Targeted trees will be felled by chainsaw then lopped and scattered to a height of 18 inches or less. Tree boles will be laid parallel to the slope to minimize rolling hazards. Gambel oak will not be treated in the handwork areas.

DCOS RIPARIAN HANDWORK AREAS – Treatment will target the removal of ponderosa pine, Douglas fir, and Rocky Mountain juniper that are 6" dbh and less. Targeted trees will be felled by chainsaw, cut into manageable lengths, then removed from the riparian zone. Outside the riparian zone, trees will be lopped and scattered.

On the north side of the creek, trees will be moved across the creek through handwork to be lopped and scattered outside of the riparian zone or transported to an area on the north side where the terrain allows for lop and scatter. If transporting on the north side is to occur, trees will be moved down the road by skid steer and grapple or truck and dump trailer to suitable areas to be processed. Chipping and broadcasting is an optional treatment method that can be implemented to process trees that are removed on the north side of the creek. Dove Creek Forestry will assist Summitt Forests with transporting and processing trees on the north side of the creek in this area.

AERIAL LOGGING (TBD)

Aerial logging can be implemented to remove harvested timber from the upland handwork unit in DCOS treatment unit. Other areas can be added but would require a separate bid based on flight time to landings and volume to remove. The cost below is based on removing up to 20,000 tons per acre. The cost includes removing harvested timber from the project site as logs. An additional cost would be charged for tub grinding and hauling chips from the project site by chip truck.

Description of Work: Work includes felling and limbing trees, flying logs to landings, decking logs at landings, removing logs, and landing rehabilitation. Maximum of 20,000 tons per acre (approximately equivalent to 1 semi load of logs). More timber can be removed but is not accounted for in the costs below.

Fuel surcharge: An increase in fuel costs above 5% from bid date will be applied as an additional charge.

Aerial logging will be subcontracted to Vertical Flight Technologies, LLC (VFT) and can be applied to remove trees from high priority handwork units. Aerial logging will assist harvest operations by removing trees in the 8" and greater diameter classes. In these areas, smaller diameter trees will be lopped and scattered. Larger diameter trees will be felled and limbed in the woods. Remaining boles will be flown to landings. At the landings, harvested logs will be high decked using a shovel loader and removed from the project site for utilization. Residual woody debris in the landings will be masticated once aerial operations are complete.

A staging area and landings appropriate for aerial operations will be required. Flown logs will be dropped at the landings then high decked. Logs will be picked up from the landings by semi-truck or forwarder to be transported off the project site. Camping will be required to allow a nightwatchman to stay with the helicopter overnight to ensure the safety of the helicopter.

Additional Performance Standards

Landings and skid trails will be rehabilitated in each unit as necessary once harvesting and hauling operations are complete. Ruts, berms, and other surface disturbances will be smoothed over as requested. Any skid trails will be repaired by constructing waterbars and brushing in with slash or masticated material as requested.

Residual slash in the landing areas will be masticated. Excessive slash and chips in aerial logging landings will be hauled back into the treatment unit to be masticated and distributed across the unit. Reseeding will occur by using NRCS or approved local county weed free seed mix as requested.

Dove Creek Forestry will follow the state of Colorado's Best Management Practices. Any excessive rutting greater than 8 inches deep will be smoothed over as necessary. 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.

Roads, trails, and other improvements will be repaired to like or better condition upon completion of the project.

Refueling will occur in designated areas cleared of combustible material. Soil contaminated with fuel or fluids will be removed, placed in covered drums, and disposed off-site at a facility capable of processing the contaminated material.

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.

Fire extinguishers and fire tools will be equipped in each vehicle and machine and at the staging area. Fire extinguishers and fire tools will be easily accessible for all personnel on site.

WOOD UTILIZATION PLAN

Timber harvested from the project will be distributed for use as sawlogs, firewood, mulch, and biochar. Logs that cannot be immediately used by mills, mulching, or biochar facilities will be hauled to 2 separate log yards to be stored for future use. Logs will be hauled by Dove Creek Forestry as well as other available log haulers. Logs will be hauled continuously while operations are underway.

LANDINGS

Landings for timber harvested from mechanical areas will be identified, discussed, and agreed upon between Dove Creek Forestry and the Project Administrator prior to work commencing. Any gates or fencing that are altered to allow for log truck access will be restored to like or better condition upon completion of the project.

Exhibit B
METHOD OF PAYMENT

**INVITATION FOR BID (IFB) #021-25 DOUGLAS
COUNTY
JACKSON CREEK FOREST RESTORATION PROJECT
REQUIRED COST AND PROJECT INFORMATION SCHEDULE**

ALL BIDDERS MUST SUBMIT THIS SCHEDULE:

BID FOR IMPLEMENTING PRESCRIPTIONS AND OTHER REQUIREMENTS:

Mechanical Treatment

Acreage: 294 acres

Cost per acre: Forest thinning: \$2,800.00/acre Gambel oak mastication: \$1,400.56/acre

TOTAL COST: Forest Thinning (194 acres):\$543,200.00 Gambel oak
mastication (100 acres): \$140,056.00

Total cost for Mechanical Treatment (294 acres): \$683,256.00

Hand Treatment

Acreage: 216 acres

Cost per acre: \$1,700.00

TOTAL COST: \$367,200.00

Other Treatment (Optional) Aerial logging: Please see attached Aerial Logging Cost Page for details

Acreage: 75 acres- DCOS Upland Hand Treatment

Cost per acre: \$7,850.00 max 20,000 tons per acre, does not include tub grinding

TOTAL COST: \$588,750.00

TOTAL COST OF BID: \$1,050,456.00 for Mechanical and Hand Treatment

PLAN OF OPERATIONS:

Please attach an operations strategy to your bid that details how the treatment goals set forth in the Scope of Work will be achieved. This Plan of Operations must also include a utilization plan for all wood products (sawlogs and firewood) that will be removed from the project area. Include proposed wood utilization businesses that will be utilized (include company names). Limit your description to no more than 2 pages.

CREW SIZE & EQUIPMENT TO BE USED:

Please attach a memo to your bid detailing:

- 1.) The type(s) of equipment that will be used for this project. Be sure to clearly address the specified equipment in the attached Scope of Work. A complete listing of equipment to be used is required.
- 2.) The full crew to be employed. Please include experience and background information of each crew member.
- 3.) Any subcontractors to be used. Subcontractors must be included in the bid submission. Attach a description of the work to be performed by each subcontractor, including items 1 and 2 listed in this section (Crew Size & Equipment).

TIMING:

Enter your estimated Start and Ending dates below. *(Project Administrators have specified when the contractor may begin work, acceptable operational periods, and the project end date during the site inspection and within the scope of work. When determining the start/end dates, please allow 2-4 weeks to allow time for contractor selection and to prepare and then sign the contract. Please refer to the scope of work for any other special circumstances.)*

Note: Emphasis in contractor selection, in addition to total project cost and experience, will also take into account the proposed start and end dates for project implementation and completion.

START DATE: END DATE:

December 9, 2025

December 31, 2026

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.

IN WITNESS WHEREOF, the County and the Contractor have executed this Contract as of the above date.

DOVE CREEK FORESTRY, INC.

BY: _____

ATTEST: (if a corporation)

Printed Name _____

Title: _____

Title: _____

DATE: _____

Signature of Notary Public Required:

STATE OF COLORADO_____)

) **ss.**

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by

_____.

Witness my hand and official seal

Notary Public

My commission expires: _____

INSTRUCTIONS

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

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO

By: _____

Abe Laydon, Chair

ATTEST:

By: _____

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

By: _____

By: _____

DATE: _____

DATE: _____

APPROVED AS TO FISCAL CONTENT: APPROVED AS TO LEGAL FORM:

By: _____

By: _____

DATE: _____

DATE: _____

APPROVED AS TO INSURANCE REQUIREMENTS:

By: _____

DATE: _____