

## Forest Maintenance PCS Deer Creek Staff Report

**DATE:** SEPTEMBER 24, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** DAN DERTZ, DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES  
**CC:** SCOTT McELDOWNEY, ASSISTANT DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES  
RYAN SMITH, SR. LAND MANAGEMENT SPECIALIST OF OPEN SPACE AND NATURAL RESOURCES  
**SUBJECT:** PUBLIC CONTRACT FOR FOREST MAINTENANCE ON DAWSON BUTTE OPEN SPACE

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**BOARD OF COUNTY COMMISSIONERS' BUSINESS MEETING:**

**SEPTEMBER 24, 2024**

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### **I. EXECUTIVE SUMMARY**

Staff is requesting the approval of a public contract for forest maintenance on Dawson Butte Open Space. The contract is for work performed in 2024 for 75 acres and will not exceed \$185,700. This contract includes the reduction in tree densities; fuels mitigation treatment; reduction of continuous Gambel Oak stands; removal of dead and down trees; mulching and spreading. The County Open Space Advisory Committee reviewed the funding for this project as part of the 2024 budget process. This contract is necessary to maintain forested areas on Dawson Butte Open Space.

### **II. PROJECT OVERVIEW OR REQUEST**

#### **A. Request**

Staff is requesting Board approval of the Public Contract for Services (PCS) between the Board of County Commissioners (BOCC), and Deer Creek.

#### **B. Process**

- a. A public invitation for bid was posted on the Rocky Mountain E-Bid system, on July 15, 2024.
- b. A mandatory site visit was conducted on July 31, 2024 for all potential vendors.
- c. All bids were reviewed by the Open Space staff and Colorado State Forest Service (CSFS) on August 21, 2024, and this bid was accepted by both parties.

### **III. BACKGROUND**

Open Space conducted a competitive process (RFQ 027-24) for forest maintenance. By the due

date of August 16, 2024, we received five (5) separate bids. Aiming to maximize County funds for forest maintenance, Open Space staff worked with our partners at Colorado State Forest Service (CSFS) to select the top two (2) bids. The bid from Deer Creek is the most cost effective for Dawson Butte Open Space and is competitively priced for the other sections of the invitation for bid.

Deer Creek is a local company in Douglas County and comes highly recommended by CSFS.

Deer Creek will be able to start work immediately upon the approval of this contract.

#### **IV. RECOMMENDED ACTION**

It is staff's recommendation that the PCS between the BOCC and Deer 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.

#### **ATTACHMENTS**

Public Contract for Services

**PUBLIC CONTRACT FOR SERVICES  
FOREST MANAGEMENT AND WILDFIRE MITIGATION**

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_\_ day of September 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **DEER CREEK FORESTRY**, a sole proprietorship, authorized to do business in Colorado (the “Consultant”).

**RECITALS**

**WHEREAS**, the County is undertaking certain activities for forest stand improvements at Dawson Butte Open Space, as specified per all terms and conditions of Request for Qualifications (RFQ) #027-024, to include creation of shaded fuel breaks, forest thinning, mowing and masticating Gambel Oak and other shrubs, dead and downed tree removal, mulching, and spreading; and

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

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

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

**1. LINE OF AUTHORITY:** Ryan Smith is designated as the Authorized Representative of the County for the purpose of administering, coordinating and approving the work performed by the Consultant under this Contract.

**2. SCOPE OF SERVICES:** Consultant shall perform all services described under the Scope of Services as contained in RFQ #027-24, labeled **Exhibit A**, attached hereto and incorporated herein, and Consultant’s response to RFQ #027-24, labeled **Exhibit B**, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

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

The Consultant agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Consultant shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term

hereof between the Consultant and the County for the use and occupancy by the Consultant of any County facilities or space.

**3. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Contract, the County agrees to pay to the Consultant, and the Consultant agrees to accept payment as described in **Exhibit C**, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is **ONE-HUNDRED EIGHTY-FIVE THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS, (\$185,700.00) for fiscal year 2024.** In no event shall the County be liable for payment under this Contract for any amount in excess thereof. The County is not under obligation to make any future apportionment or allocation to this Contract nor is anything set forth herein a limitation of liability for Consultant. Any potential expenditure for this Contract outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure. The County shall pay Consultant for all work actually performed by Consultant pursuant to the terms of this Contract and incorporated Exhibits, which may result in an actual Contract expenditure that is less than the maximum Contract expenditure.

**5. TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of **12:01 a.m. on September 1, 2024** and terminate at **11:59 p.m. on March 31, 2025.** This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

**6. INVOICING PROCEDURES:** Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

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

**8a. INDEMNIFICATION-GENERAL:** The County cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the

Consultant shall defend, indemnify and hold harmless the County, its commissioners, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from the services rendered under this Contract; provided, however, that the Consultant need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's commissioners, officials, officers, directors, agents and employees.

**8b. FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the County and any of its commissioners, officials, officers, directors, agents and employees from and against damages, liability, losses, costs and expenses, including reasonable attorney's fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subcontractors, or others for whom the Consultant is legally liable, in the performance of professional services under this Contract. The Consultant is not obligated under this sub-section 8b to indemnify the County for the negligent acts of the County or any of its commissioners, officials, officers, directors, agents and employees.

**9. INDEPENDENT CONTRACTOR:** The Consultant is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Contract, all personnel assigned by the Consultant to perform work under this Contract shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

**10. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

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

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

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

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

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

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

by the Consultant to: Douglas County Government  
Open Space & Natural Resources  
Attn: Scott McEldowney, Assistant Director  
100 Third Street  
Castle Rock, CO 80104  
(303) 356-0690  
Email: [SMcEldow@douglas.co.us](mailto:SMcEldow@douglas.co.us)

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
(303) 660-7414

and by the County to: Deer Creek Forestry  
Attn: Easton Eisele  
3510 Hidden Valley Road  
Sedalia, CO 80135  
720-940-1036  
Email: [easton108@gmail.com](mailto:easton108@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 Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

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

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

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

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

**22. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Contract or services performed pursuant to this Contract in any of Consultant's advertising or public relations materials without first obtaining the written approval of the Douglas County Public Affairs Director. Nothing herein, however, shall preclude the transmittal of any information to officials of the County, including without limitation, the County Manager, Assistant County Manager, and the Board of County Commissioners.

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

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Exhibit A -- Request for Qualifications (RFQ) #027-024
- 3<sup>rd</sup> Exhibit D – Insurance Requirements
- 4<sup>th</sup> Exhibit B – Consultant's Response to RFQ #027-024

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

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

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

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

**28. FORCE MAJEURE:** No party shall be liable for failure to perform hereunder if such failure is the result of *force majeure*. Any time limit shall be extended for the period of any delay resulting from any *force majeure*, or this Contract may be terminated if such delay makes performance of the Contract impossible or impracticable. *Force majeure* shall mean causes beyond the reasonable control of a party 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 action of government authorities.

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**EXHIBIT A  
SCOPE OF WORK  
RFQ #027-24**

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# DOUGLAS COUNTY GOVERNMENT

Finance Department, Purchasing Division

100 Third Street, Suite 130

Castle Rock, Colorado 80104

Telephone: 303-660-7434

[www.douglas.co.us](http://www.douglas.co.us)

## REQUEST FOR QUALIFICATIONS (RFQ)

NO. 027-24

### OPEN SPACE and NATURAL RESOURCES

### DAWSON BUTTE FOREST STAND IMPROVEMENT PROJECT

**YOUR RFQ RESPONSE MUST BE RECEIVED NO LATER THAN  
AUGUST 16, 2024 @ 3:00 P.M.**

### RFQ CERTIFICATION

We offer to furnish to Douglas County the information requested in accordance with the specifications and subject to the terms and conditions described herein:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

BY: \_\_\_\_\_  
(Printed or Typed Name)

(Written Signature)

TAXPAYER I.D. NUMBER: \_\_\_\_\_

**Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.**

Request for Qualifications (RFQ) shall be received **ELECTRONICALLY ONLY** through the Rocky Mountain E-Purchasing/BidNet System website at ([www.bidnetdirect.com/colorado/douglas-county-government](http://www.bidnetdirect.com/colorado/douglas-county-government)). All responses should consist of one (1) PDF document. The title of your document should reflect “**Company Name and RFQ Number**”. It is the Contractors sole responsibility to ensure that their response is received on time.

Douglas County officially distributes solicitation documents through the Rocky Mountain E-Purchasing System only. Copies of solicitations obtained from other sources are not considered official copies and the County cannot attest to their accuracy. All BidNet website/system questions must be addressed with BidNet Vendor Support at 800-835-4603.

Douglas County Government reserves the right to reject any or all responses, to waive formalities, informalities, or irregularities contained in a said RFQ and furthermore, to award a contract for items herein, either in whole or in part, if it is deemed to be in the best interest of the County to do so. Additionally, we reserve the right to negotiate optional items and/or services with the successful respondent.

## **SECTION ONE ~ GENERAL AND DETAILED PROJECT INFORMATION:**

### **A. Overview:**

Through this Request for Qualifications (RFQ), the Department of Open Space and Natural Resources of Douglas County Government, hereinafter referred to as the County, respectfully requests qualifications and pricing from responsible and highly-qualified contractors for the provision of the services associated with the successful completion of the Dawson Butte Forest Stand Improvement Project, as specified.

### **B. MANDATORY Site Visit:**

**ON WEDNESDAY, JULY 31, 2024 @ 8:30 A.M. MDT, THERE WILL BE A MANDATORY SITE VISIT RELATED TO THIS PROJECT. THE MANDATORY SITE VISIT WILL ALLOW ALL POTENTIAL CONTRACTORS THE OPPORTUNITY TO VIEW THE WORK SITE LOCATION AND DISCUSS THE PROJECT DETAILS. THE MANDATORY SITE VISIT WILL BE HELD AT THE DAWSON BUTTE PROJECT SITE, 1753 TOMAH ROAD, CASTLE ROCK, COLORADO 80109. ONLY THOSE PROSPECTIVE CONTRACTORS, ATTENDING THE MANDATORY SITE VISIT, WILL BE ALLOWED TO SUBMIT A RESPONSE ON THIS PROJECT.**

### **C. Time Requirements/Tentative RFQ Calendar:**

July 15, 2024	Request for Qualifications (RFQ), Posted on the RME-Purchasing System
July 31, 2024	Request for Qualifications (RFQ), MANDATORY Site Visit
August 5, 2024	Deadline for the Submission of Vendor Questions
August 9, 2024	Posting of Vendor Questions & Answers
August 16, 2024	Request for Qualifications (RFQ), Due Date (see page 1)
August 2024	Interview of Finalists, if necessary
September 2024	Contract Award/Start Date
January 31, 2025	Project Completion Date

### **D. Profile of Douglas County:**

Douglas County was formed in 1861 as one of the first sixteen Colorado counties originally stretching from the Rocky Mountains to the Kansas border. Today the County covers almost 844 square miles highlighting the beauty of the mountains, foothills and plains along the I-25 corridor between Denver and Colorado Springs. Urban areas, include unincorporated Highlands Ranch, the City of Lone Tree, the City of Castle Pines, and the towns of Castle Rock (county seat), Parker and Larkspur. We are recognized for being one of the most family friendly communities in Colorado. The County has an estimated population of 378,000 persons.

The County provides a wide range of services that include law enforcement and public safety, planning and zoning, parks and open space, highways and streets, culture and recreation, public health and human services, elections, and general administrative services.

The three-member Board of County Commissioners (BOCC) serves as the legislative, policy-making and administrative body governing the unincorporated area of the County. The commissioners are elected at large from one of three geographical districts and serve staggered four-year terms (term limited to two terms).

Budget authorization is one of the few oversight roles the Board can legally exercise with the other elected officials, who derive their responsibilities and authorities from statute. Those six elected offices include Assessor, Clerk and Recorder, Coroner, Sheriff, Surveyor and Treasurer.

The County is one of four counties, along with Arapahoe, Elbert and Lincoln counties in the Eighteenth Judicial District served by the District Attorney, an elected official responsible for prosecuting all criminal case filings. On March 3, 2020 Governor Polis signed House Bill 20-1026 which split the 18th Judicial District and created a new 23rd District. Until 2025 the 18th Judicial District encompasses Arapahoe, Douglas, Lincoln and Elbert Counties.

Pursuant to House Bill 20-1026, Douglas, Lincoln, and Elbert counties will encompass the new 23rd Judicial District, and Arapahoe County will remain as the sole county within the 18th Judicial District. The creation of the new judicial district is driven by the area's population growth: the four counties combined population now exceeds 1 million and is the largest district in the State. House Bill 20-1026 creates the 23rd Judicial District on January 7, 2025.

The Board is directly supported by the County Manager, and the County Attorney. Appointed officials manage the remainder of the County's functions, including a Deputy County Manager, Budget, Community Justice Services, Emergency Management, Engineering, Finance, Human Resources, Human Services, Information Technology, Facilities, Fleet and Emergency Support Services, Open Space and Natural Resources, Planning and Community Development, Public Affairs and Public Works.

The Board is charged with the responsibility of providing adequate budget appropriations to fund statutory functions, as well as responding to the service needs of the citizens. In turn, the other elected and appointed officials are charged with managing their authorized budgets to meet their statutory obligations and service demands as cost-effectively as possible. The Board is required to adopt a final budget by December 15th. The adopted budget becomes the County's annual financial plan and mechanism to control spending.

The Board is also financially accountable for five blended component units, the Douglas County Law Enforcement Authority, the Douglas County Woodmoor Mountain General Improvement District, the Lincoln Station Local Improvement District, the Douglas County Deputy Sheriff's Association and the Fallen Officers Fund. The Sheriff's Forfeiture Fund, the Deputy Sheriff's Association and the Fallen Officers Fund are subject to audit, but not to budget law, and are also included in the financial statements of the County.

#### **E. Scope of Services:**

##### **Purpose:**

- Improve overall forest health by improving tree crown spacing, reducing competition, and improving growing space for residual trees and oak.
- Reduce the threat of insect and disease outbreaks by reducing stand densities.
- Reduced crown fire potential by reducing tree densities, removal of ladder fuels, modifying stand structure and creating openings in the crowns in the overstory trees.
- Improve overall wildlife habitat by retaining larger patches of Gambel Oak along the unit boundary and interior where it makes sense ecologically.
- Retain culturally modified trees along with character trees that have unique shape and form.

##### **Location and General Description of Work:**

- The Dawson Butte Forest Stand Improvement Project is located in portions of the South ½ Southwest ¼ of Section 6, Township 9, Range 67 West, Sixth Principle Meridian, Douglas County, Colorado. The project area is located off of Tomah Road, approximately 7 miles southwest of the Town of Castle Rock, Colorado. Douglas County Open Space owns the property. CSFS will be the Project Administrator and an agreement is in place with Douglas County Open Space.
- A site inspection is required for this project. Work involves forest stand improvement and fuels reduction in a ponderosa pine and Gambel oak forest via mechanical mastication and hand felling.

##### **Unit Description:**

The 2024 Dawson Butte Forest Stand Improvement Project area consists of one (1) unit. The treatment area has a gross acreage of approximately **65 acres**, this includes a previously treated shaded fuel break.

- Unit 1 is approximately **65 acres** and consists of mid-large diameter (8-20" dbh) ponderosa pine, scattered Douglas-fir, and Gambel oak.

The treatment unit is shown on the attached maps and are described in the following tables:

**Treatment Blocks:**

Block Number	Acreage	Treatment Period
1- Tree crown spacing and ladder fuel removal	65	July 16, 2024 - January 31, 2025
Total Acres	65	

\*\*\***Note:** The pricing and payments for the desired work will be based upon the listed acreage figures whether there is actually more or less acres treated as a part of the project.

**Slope Distribution (Based on DEM maps):**

Block Number	0-10%	11-20%	21-30%	Total Acres
1	34	30	1	65

**Project Marking:**

	Color
Boundary	Pink Flagging (N,S,E,W)
Trail Buffer	Orange Flagging (internal)
Habitat Trees (keep)	Orange Flagging
Isolated Seedlings and Saplings (keep)	Orange Flagging
Photo Points	Yellow and Black Striped Flagging
Trees for removal	Blue Paint

**Forest Management Treatments:**

- The project will involve performing forest stand improvement and fuels mitigation treatments. The desire is to ultimately develop stand structure to improve forest health and to reduce risk of epidemic levels of insect and disease infestation, improvement of existing fuelbreaks, improving tree crown spacing and reducing the risk of severe wildland fire behavior.
- Use of equipment that is comparable to a rubber tracked Bobcat with a Fecon masticating head (for mastication of oak and slash), tree shearer, and equipment capable of moving wood to logs decks is specified for this project. Large mastication equipment, such as a Hydro-axe, will not be allowed on this project. Crew members capable of using chainsaws to safely hand fell large diameter trees with minimal damage to residual trees.

**Handwork is required for this project.**

- Trees greater than 8 inches in diameter will be harvested for firewood and sawlogs. Refer to the Harvest Inventory Summary below for further information on projected harvest statistics and wood volumes.
- Trees greater than 8 inches in diameter that are identified for removal will be placed in log decks. Log deck locations will be identified by the Project Administrator before project work begins. Logs will be cut into 16'-25' lengths and placed in decks approximately 6' high x 20' wide and 16-25' long. Final log lengths will be determined after the project has been awarded. Proposed larger decks may be possible in areas by agreement with the project administrator.
- Removal of all harvested trees off the property is required.
- Trees less than 8 inches in diameter that are not salvageable for firewood or other wood products, including oak will be thoroughly mulched/masticated. Chips and chunks will be well distributed across the project area with a desired average chip depth of 3-inches or less. All tops and slash must be processed within the treatment blocks via mechanical mastication.

**Prescription:**

- 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).
- Trees greater than 8 inches in diameter marked for removal will be harvested for firewood or sawlogs, and placed in specific deck locations.
  - The trees will be felled, limbed, and slash masticated in the treatment block. Trees will be marked with blue paint by the Project Administrator prior to the work commencing in the block. Trees have been marked **blue** on at least two sides.

- All healthy single standing ponderosa pine will be retained in the 8 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 have been identified with **orange flagging**.
- Retain 2-3 snags per acre with a minimum diameter of 8 inches for cavity nesting birds. Larger whole tree snags on the ground will be retained for wildlife purposes (10" and greater). Vegetation with nests will be retained and left undisturbed. The project administrator 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.
- All tree stumps will be 4 inches or less in height as measured on the uphill side except for along the trail where all stumps will be cut flush to the ground within 15 feet of the trail. All Gambel oak must be processed to ground level.
- 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 removal and thinning will focus on vegetation that is within 15 feet of the dripline (the end of the farthest branch) of residual trees. Decadent, dead, and unhealthy Gambel oak will also be treated via mechanical mastication.
- Gambel oak will be treated using the following guidelines:
  - Target old, dead, decadent patches, especially those with significant top kill.
  - Remove all oak from underneath residual trees and within 15 feet of the dripline of residual trees.
  - Goal is to break up the continuous stands into a mosaic pattern 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.

#### **Trail Buffer:**

- There are areas along the trail in the treatment block where vegetation will be retained to provide a barrier to off trail use. These areas average 15-25 feet from the trail and will be shown to the Contractor before work commences. Within these buffers some handwork may be necessary to selectively remove insect and disease trees. These trees will be pulled back into the project area and limbs and tops processed. Boles will be decked and removed.
- The following rehabilitation requirements will apply.
  - **Skid Trails:**
    - Skid trails shall be closed, as directed by the Project Administrator, by constructing waterbars and brushing-in with slash or masticated material.
    - Waterbars will be placed at natural areas of drainage, but at no less than the minimum spacing determined by the formula:  $\text{Spacing} = 1,000/\% \text{ Slope}$ .
  - **Landings and Decks:**

Landings and decks shall be restored by:

    - Masticating any residual slash and removing all unutilized wood (ex. butt ends).
    - Smoothing and shaping to remove ruts, berms and other surface disturbances; and to provide for drainage.
    - If deemed necessary by the project administrator the landing/deck areas may need to be re-seeded in with a local grass seed mix.
- Log deck areas, skid trails and turn-around points for log trucks or trailers will be determined before work begins by the Project Administrator.

#### **Contract Period and Operational Period:**

- Hours of operation are limited to daylight hours of 7:00 a.m. - 8:00 p.m.; five days a week (Monday-Friday).
- 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 Work start date is July 16, 2024 (dependent on contractor's availability) - January 31, 2025.

**Additional Performance Standards:**

- **This is a high recreational use area. Contractor will be responsible for posting signs along the trail 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 property.
- 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 before entering the property to reduce the spread of noxious weeds from other projects.
- 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 workday:
  - 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 approval.**

**Damage Penalty:**

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. Penalties may also be assessed for damages to soils, improvements or other elements of the forest stand. Determination of damage is at the sole discretion of the Project Administrator.

**Plan of Operation:**

Contractor **must submit a Plan of Operation at the time of submittal** that will describe how harvesting operations will be handled. Information to be included in the plan is as follows: equipment to be used (i.e., hand felling vs. mechanical felling, skidder, loader, log trucks), crews, how timber will be processed and removed, etc.

## **F. General Requirements:**

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

## **G. Mandatory Information to be Included in RFQ Response:**

All responses must address each of the following. Do not exclude any major or minor items of information not specifically mentioned, but which would normally and reasonably be provided. Please be advised that the greater the degree of specificity, the more likely it will be for the County to review your response favorably.

- 1) Provide a detailed narrative of how your company would intend to embark upon this project. Provide specific project details, ideas, suggestions, proposed equipment, and project timeline.
- 2) Provide a complete description of your company to include the number of years you have been doing business in the State of Colorado and the prior experience your company has had with similar projects.
- 3) Include a detailed affirmation of your understanding of the scope of services, project specific details/location and general description of work, and all conditions or requirements contained in the RFQ.
- 4) Identify the key individuals that will be assigned to Douglas County. List, for each individual, all relevant experience. Include resumes with education and work experience for all personnel that have been identified and include a list of responsibilities for each type of work.
- 5) Explain why your company would stand out above all others and why your company would be a valuable resource to the County.
- 6) Explain the partnership that you would envision with Douglas County Open Space & Natural Resources as well as the Colorado State Forest Service.
- 7) Completed fee schedule, attached herein as Exhibit B.
- 8) Please describe a strategy of operations that will be used to achieve the treatment goals set forth in the Scope of Work. The 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 (Company name).
- 9) Crew Size & Equipment to be used:
  - Explain the type(s) of equipment that will be used for this project clearly addressing the specified equipment in the Scope of Work attached. A complete listing of equipment to be used is required.
  - Describing the full crew to be employed, with experience and background information. Indicate any/all subcontractors to be considered by your company on this project with contact information and phone numbers.
- 10) All responses shall include a list of three (3) current references. All references shall include name, title, address, telephone number, and e-mail address for which you are currently furnishing or have in the past furnished services on a same or similar contract or agreement. The failure to include references and/or the inability to contact the references shall be ample cause for rejection of your RFQ response.



- 11) All respondents must submit written disclosure of any known potential conflicts of interest that may result during the course of performance of the services listed herein.
- 12) List any and all legal disputes, mediations, arbitrations, and/or lawsuits in which you or your firm has been involved in the last ten (10) years, include details related to the current status and/or outcome. This information should be provided in a separate sealed envelope titled “Legal Dispute Information” and submitted with your RFQ response.

#### **H. Questions/Inquires/Addendum:**

All questions related to this RFQ must be submitted **ELECTRONICALLY ONLY** through the Rocky Mountain E-Purchasing System website at ([www.bidnetdirect.com/colorado/douglas-county-government](http://www.bidnetdirect.com/colorado/douglas-county-government)). Please enter only one (1) question per line.

Questions will be received until 5:00pm MDT on Monday, August 5, 2024. Responses to all questions will be posted on the Rocky Mountain E-Purchasing System no-later-than Friday, August 9, 2024.

If it becomes necessary to revise any part of this RFQ or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the respondent to ensure that they have received all addendums prior to submitting their RFQ response.

## **SECTION TWO ~ RFQ CONDITIONS AND PROVISIONS:**

All responses must be submitted on the forms provided and in accordance with all terms, conditions, specifications, and stipulations contained herein. Contractors shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this RFQ, which shall become part of the final contract.

All responses must be signed by a duly-authorized official of the company. The completed and signed documents (together with all required attachments) must be upload to the Rocky Mountain E-Purchasing System before the due date and time shown on Page 1.

All participating Contractors, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFQ as stated or implied herein. Any alteration, erasure or interlineation by the respondent in this RFQ shall constitute cause for rejection by the County. Exceptions or deviations to this RFQ must not be added to the RFQ pages and must be on company letterhead and accompany your response.

All respondents are required to complete all the information requested in this RFQ. Failure to do so may result in the disqualification of your response.

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

RFQ responses shall be firm quotations subject to acceptance or rejection within ninety (90) days of the due date.

The County will not be responsible for any goods delivered or services performed without its purchase order, signed by an authorized representative of the County's Purchasing Division.

The County reserves the right to negotiate optional items and/or services with the successful Contractor.

The successful Contractor will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the Laws of the State of Colorado for the duration of a contract issued as a result of this RFQ. Additionally, the County must be notified of any changes occurring in this coverage and the successful Contractor must demonstrate to the County that such changes do not in any way affect the minimum liability insurance required for this project.

All information submitted in response to this RFQ may be subject to disclosure under the Open Records Act. Respondents are discouraged from providing information that they consider confidential and/or privileged as part of a response to this RFQ. If any portion of your response is identified as proprietary and/or confidential, a redacted copy must be uploaded to the Rocky Mountain E-Purchasing System with your original response.

The successful Contractor may be required, as a provision of this RFQ, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The County reserves the right to waive any technical or formal errors or omissions and to reject any and all RFQ's, or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of the County to do so.

The successful Contractor shall be in complete compliance with all of the specifications, terms and conditions of this RFQ as outlined above. The County shall have the right to inspect the facilities and equipment of the successful Contractor to ensure such compliance.

No response shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any County contract, or that may be deemed irresponsible or unreliable by the County. Respondents may be required to submit satisfactory evidence that they have a practical

knowledge of the particular work and that they have the necessary financial resources to perform and complete the work outlined in this RFQ.

The contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the County of Douglas, securing all necessary licenses and permits in connection with this RFQ.

All materials furnished or services performed under the terms of a contractual agreement issued as a result of this RFQ shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as with other applicable federal, state and local codes.

This RFQ requires a formal contract to be prepared by the County. The successful Contractor will properly sign and furnish any bonds, insurance, Workers' Compensation, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All respondents must take into consideration that only the County's contract documents will be used in the finalization of any agreement issued as a result of this RFQ. All Contractors are responsible for reviewing such documents prior to submitting their response.

#### **ETHICAL STANDARDS:**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or RFQ therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the RFQ response shall be disqualified and shall not be reinstated.

#### **ETHICSPPOINT/NAVEX GLOBAL:**

Douglas County is committed to an environment where open, honest communications are the expectation, not the exception. Douglas County has implemented a phone and Internet-based reporting system called EthicsPoint/Navex Global. The reporting system allows employees to report issues or concerns that they may have in an anonymous and confidential manner. We consider it a critical component in providing a safe, secure, and ethical workplace.

An option within the system allows for vendors to also report an issue. As a vendor, you are in a position to observe not only questionable or unethical behavior by our employees but also identify areas that you would like to make a suggestion for change. By calling 1-888-337-3094 or logging-in on the Internet to [www.ethicspoint.com](http://www.ethicspoint.com) and entering Douglas County Government, you can file a report, offer a suggestion or voice a concern. Online instructions are available on how to use the system. The EthicsPoint/Navex Global system also offers a follow-up/response mechanism. You can be assured that this is a fast, easy, and confidential system.

#### **NON-COLLUSIVE BIDDING CERTIFICATION:**

By the submission of this RFQ, the respondent certifies that:

- 1) The RFQ has been arrived at independently and has been submitted without collusion with any other company.

- 2) The contents of the response have not been communicated by the company; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the company or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this RFQ.
- 3) No company shall submit more than one response, to include an alternate responses for this work.

#### **NON-DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under a contract issued as a result of this RFQ, the successful Contractor must agree 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. The successful Contractor must further agree to insert the foregoing provision in all subcontracts hereunder.

#### **INDEMNIFICATION:**

Indemnification by the County. The County cannot and by this agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the bidder or any other person or entity whatsoever, for any purpose whatsoever.

Indemnification by the Respondent. The company shall defend, indemnify and hold harmless the County, its officers, 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 out of any agreement issued as a result of this RFQ; provided, however, that the company need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's officers, agents and employees.

#### **INDEPENDENT CONTRACTOR:**

The respondent is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the company to perform work under this Agreement shall be and remain at all times, employees of the company for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

#### **ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:**

A Contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the County RFQ without the prior written approval of the County Purchasing Division.

#### **CANCELLATION:**

The County reserves the right to cancel the whole or any part of a contract issued as a result of this RFQ due to failure of the Contractor to carry out any term, promise or condition of the contract. The County will issue a written notice of default to the company for failing to act in compliance with the terms and conditions of such contract.

#### **EXAMINATION OF RECORDS:**

The company agrees that the County shall, until the expiration of three (3) years after the final payment under an

agreement issued as a result of this RFQ, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions of such agreement.

**PRICE, PAYMENT, AND DELIVERY:**

- 1) All prices shall be firm and fixed for the specified time frame.
- 2) All payment terms shall be “Net 30”; consideration will be given to any discounts offered for payments made earlier than “Net 30”, please explain.
- 3) In an effort to improve efficiency, Douglas County encourages the use of purchasing cards to make payments. Under this method, payments are made after the verification of the receipt of the goods and services and following the receipt of a proper invoice. Please confirm if this would be an acceptable payment option.
- 4) All deliveries will be “F.O.B. ~ Destination”

**TAXES:**

All price quotations shall reflect all applicable tax exemptions for Douglas County:

- 1) Federal Registration Number: 84-6000761
- 2) State Registration Number: 98-04428

**COOPERATIVE PURCHASING:**

Douglas County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Douglas County in the current term or in any future terms. The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Douglas County shall not be liable for any costs or damages incurred by any other entity.

**EXHIBITS:**

- 1) Exhibit “A” ~ Harvest Inventory Summary & Maps
- 2) Exhibit “B” ~ Fee Schedule
- 3) Exhibit “C” ~ Standard Public Contract for Services (for information only)

## EXHIBIT “A”

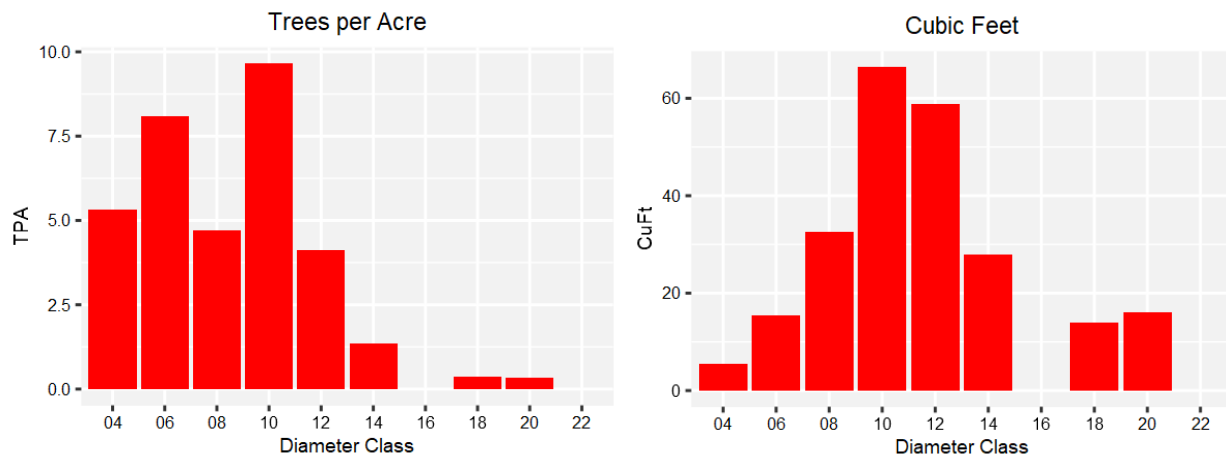
# REQUEST FOR QUALIFICATIONS (RFQ) #027-24 DAWSON BUTTE FOREST STAND IMPROVEMENT PROJECT HARVEST INVENTORY SUMMARY & MAPS

Note: The following information is derived from a limited sample size, and all numbers are provided 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):

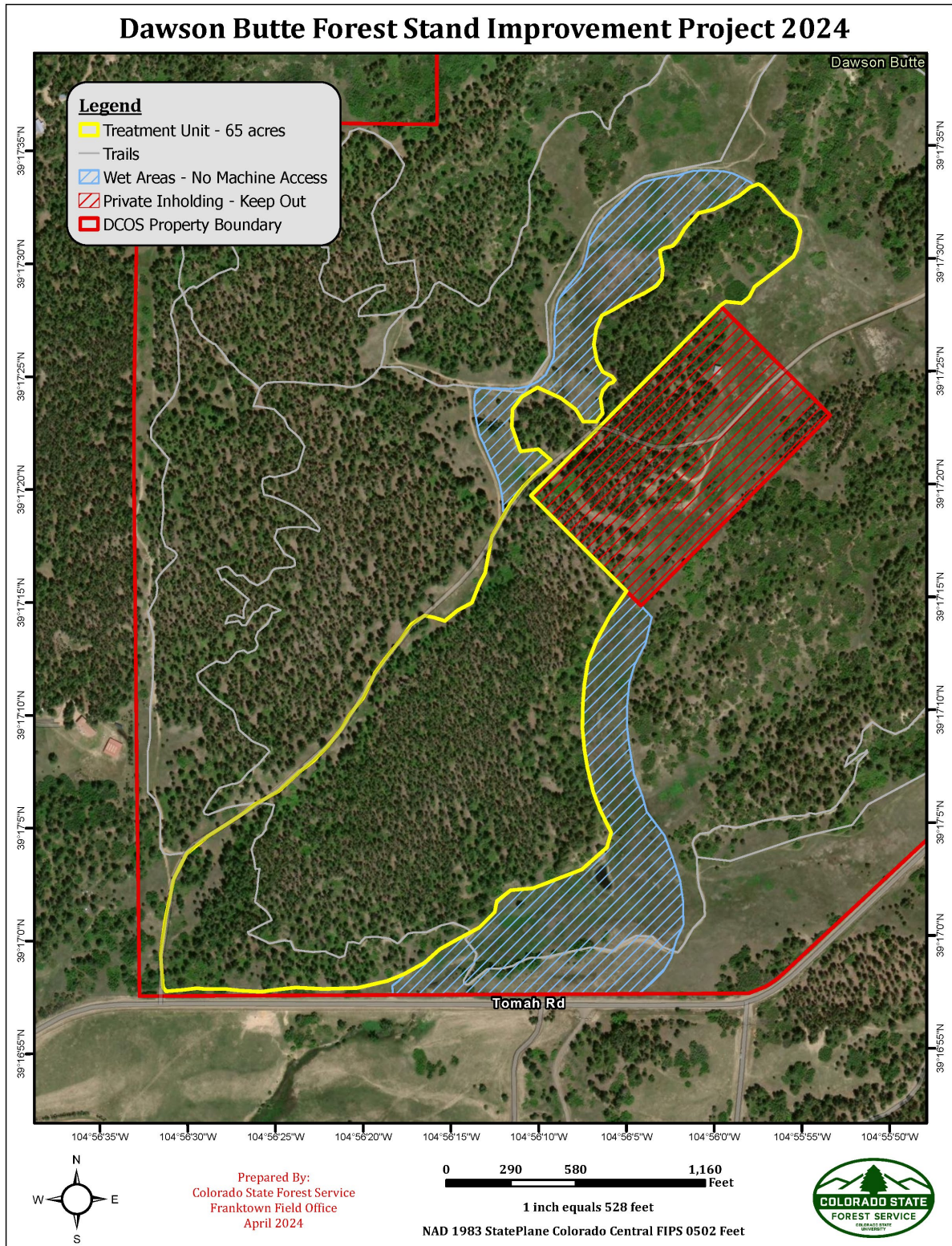
- Trees per acre (TPA)
  - **33.8**
- Basal area (BA)
  - **14.7**
- Quadratic Mean Diameter (QMD)
  - **8.9 inches**
- Cubic Feet (CuFt)
  - **235.8**
- Merchantable Cubic Feet (MCuFt)
  - **209.8**
- Board feet (BdFt)
  - **624.3**

### Figures:

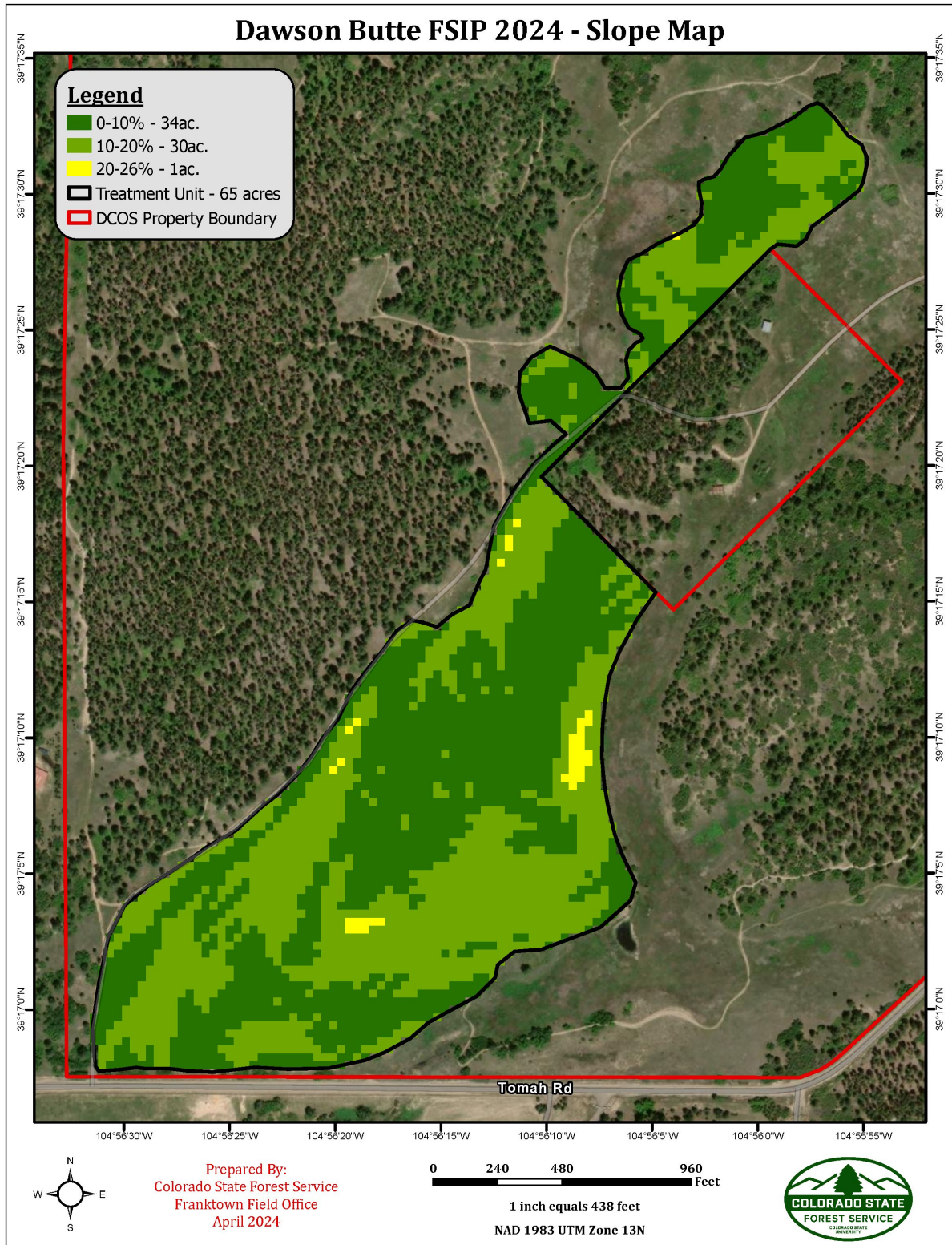




**Maps:**









**EXHIBIT “B”**

**REQUEST FOR QUALIFICATIONS (RFQ) #027-24**

**DAWSON BUTTE FOREST STAND IMPROVEMENT PROJECT**

**FEE SCHEDULE**

The Department of Open Space and Natural Resources of Douglas County Government, hereinafter referred to as the County, respectfully requests qualifications and pricing from responsible and highly-qualified contractors for the provision of the services associated with the successful completion of the Dawson Butte Forest Stand Improvement Project, as specified. All responses shall be submitted on the following fee schedule. The County will select one (1) contractor only in its final decision. Douglas County Government reserves the right to reject any or all responses or accept any presented which meet or exceed the specifications which are deemed to be in the best interest of Douglas County. Douglas County will not be bound to accept the lowest response. Douglas County reserves the right to waive formalities or informalities contained in said RFQ and to negotiate any optional items with the successful Contractor.

**Dawson Butte 2024 Treatment Unit**

**Acreage:** 65

**Cost/acre:** \$ \_\_\_\_\_

**Total Cost:** \$ \_\_\_\_\_

**Project Timing:**

Enter your estimated Start and Ending Dates. (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 total project cost, will also take into account the purposed start and end dates for project implementation and completion.

**Start Date:** \_\_\_\_\_

**End Date:** \_\_\_\_\_

**EXHIBIT B  
SCOPE OF WORK  
RESPONSE TO RFQ #027-24**

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# DAWSON BUTTE PROPOSAL



**DEER CREEK**  
FORESTRY

## FUELED BY PASSION

Welcome to Deer Creek Forestry! I'm Easton Eisele, and I've been involved with forestry and equipment since I was 10 years old. Growing up on a property in Sedalia, Colorado, where active fire mitigation has been ongoing for 25 years, I gained hands-on knowledge and expertise in the field. My passion and skills led me to take on some of the work myself, and our efforts caught the attention of the local forest service. Their encouragement and support were the foundation for Deer Creek Forestry's establishment.

Our company has grown through our commitment to being easy to work with, delivering high-quality results, and providing exceptional finish work. We take pride in our strong reputation and invite you to reach out to our references to learn more about our capabilities and the quality of our work.

I personally manage each project alongside my foreman, Josh, to ensure that every detail aligns with the project requirements. Our team is skilled and equipped to handle any challenge.

Thank you for considering Deer Creek Forestry. We look forward to the opportunity to work with you.

### Easton Eisele

Owner

Deer Creek Forestry  
3510 Hidden Valley Road  
Sedalia CO, 80135  
(720) 940-1036  
easton108@gmail.com  
deercreekforestry.com



## PROJECT DETAILS

## PLANS OF OPERATION

Our approach to executing this project revolves around our specialized machinery and the expertise of our operators. Here's how we plan to proceed:

### Initial Focus:

- **Technical/Steep Areas:** We will begin by tackling challenging and steep areas. This strategy allows us to address the harder-to-reach zones efficiently before winter conditions complicate access.

### Machinery and Techniques:

- **Mastication:** We will use our two CAT 299 rubber-tracked skid steers equipped with high-performance mulching heads. This will process all specified fuels in the scope of work, creating open areas that facilitate easier falling, bucking, and skidding of harvested trees.
- **Tree Harvesting:** Trees will be felled either by hand or using a tree shear mounted on our CAT 279 rubber-tracked skid steer. Most trees will be bucked where they fall unless chip depth becomes excessive. If so slash will be moved to a nearby area for mastication.
- **Skidding Logs:** Using our log grapple on our skid steer, we will skid logs with minimal ground disturbance, keeping them elevated to avoid damage. Logs will be moved to 1 or 2 log decks, minimizing project disturbance. We will coordinate the log deck locations with project administration.
- **Log Processing:** Logs will be loaded onto our log truck and trailer from the southern entrance for transportation to our saw mill. These logs will primarily be utilized for our cabin kits.

### Final Touches:

- **Final Finish Mulch:** We will perform a final pass to cover machine tracks, process any remaining fuels, and ensure a clean, manicured mulch finish across the project area.

### Project Management:

- **Oversight:** I will personally manage the project alongside my lead foreman, Josh Milz. Together, we will oversee our crew daily to ensure the project runs smoothly and meets all expectations.

### Timeline:

- **Start Date:** We aim to start in September, contingent on project award and approval to proceed.
- **Completion:** We anticipate finishing the project by December.

This carefully coordinated plan ensures that we efficiently execute the scope of work while maintaining high standards of quality and minimal disruption. We look forward to the opportunity to work on this project.



# PROJECT OVERVIEW

## Project Overview: 75-Acre Fuel Reduction

**Objective:** To improve forest health, reduce the threat of disease, and mitigate crown fire potential through mastication and strategic tree utilization.

### Mastication

#### Equipment Used:

- Two 2022 CAT 299 Skid Steers: Equipped with Dennis Cimaf knife blade mulching heads. These low ground pressure machines with rubber tracks are ideal for this type of work.

#### Tree Mastication:

- **Tree Size:** Masticate trees 7 inches or less that act as ladder fuels or are diseased.

#### Gambel Oak:

- Masticate Gambel oak beneath drip lines to manage ladder fuels.
- Create a mosaic clumping pattern to improve spacing between residual clumps.
- Focus on removing dead or unhealthy oak.

**Chip Depth:** Maintain a chip depth of 3 inches or less.

**Slash Management:** Masticate all slash from harvested trees and process all stumps.

**Ground Fuels:** Masticate all down or dead fuels on the ground 8 inches or less.

**Skid Trails & Machine Tracks:** Masticate over all skid trails or machine tracks to leave a clean, manicured finish of mulch.

### Tree Utilization

- **Felling and Skidding:** Marked trees greater than 8 inches will be felled, limbed, and skidded to the log deck.
- **Log Processing:** Most logs will be transported to our sawmill to be processed into logs for our cabin kits.
- **Slash and Tops:** Masticate all slash and tops of felled trees.

#### Tree Retention:

- Retain healthy single-standing ponderosa pine, even if under 8 inches. These trees will be marked with orange flagging.
- Retain 2-3 snags per acre, as well as whole tree snags on the ground, for habitat purposes. Snags will be marked with orange flagging.

### Trail Buffer

- **Buffer Zones:** Retain a 15 to 25-foot buffer on each side of trails running through the unit.
- **Hand Work:** Conduct hand work if necessary to remove specific fuels within the buffer zones.

### Final Finish

- **Machine Tracks & Skid Trails:** Cover all machine tracks, skid trails, log decks, and landings with mulch from our mastication equipment.
- **Quality Check:** Review all treated acres to ensure that all designated fuels in the scope of work have been thoroughly processed and that the area has a polished, manicured finish of mulch.

## PROJECT PRICING

01.

### Dawson Butte Treatment Unit

75 acres

\$2,250 per acre

Total: \$168,750

PROJECT TOTAL

**\$168,750**



# PROJECT TIMELINE



Start Date: September 2024

Finish Date: December 2024



## MEET THE CREW



### EASTON EISELE

Deer Creek Forestry Owner  
15 years of experience running equipment  
Associates degree in business  
CDL



### MIGUEL VEGA

Ranch hand on an equestrian ranch  
15 years of experience running equipment  
Head operator

### JOSH MILZ

Deer Creek head foreman  
Deer Creek safety coordinator  
Deer Creek logistics coordinator  
Bachelors in Special Education  
Baseball coach  
Ranch Hand



### NEVIN GORDON

Second in line foreman  
CDL  
10 years of experience running equipment  
Worked for multiple excavation companies  
House remodel contractor



### NATHAN LEE

Multiple years of experience running equipment  
Ranch hand on cattle ranch



### COLTON FITCH

CDL  
10 Years of experience running equipment  
Managed a party rental business.  
Mechanic experience



# ADDITIONAL INFORMATION

Trail Signage and Closure: We will post clear signage on trails and close areas where we are actively working to ensure safety and minimize disturbances.

Subcontractors: We will manage the entire project with our crew and will not use any subcontractors.

Damage Deposit: We will pay the required \$2,000 damage deposit as specified.

Insurance: We have the required insurance coverage in place as requested for this project.

If you have any further questions or need additional information, please feel free to reach out.

Addendum: Addendums have been reviewed.

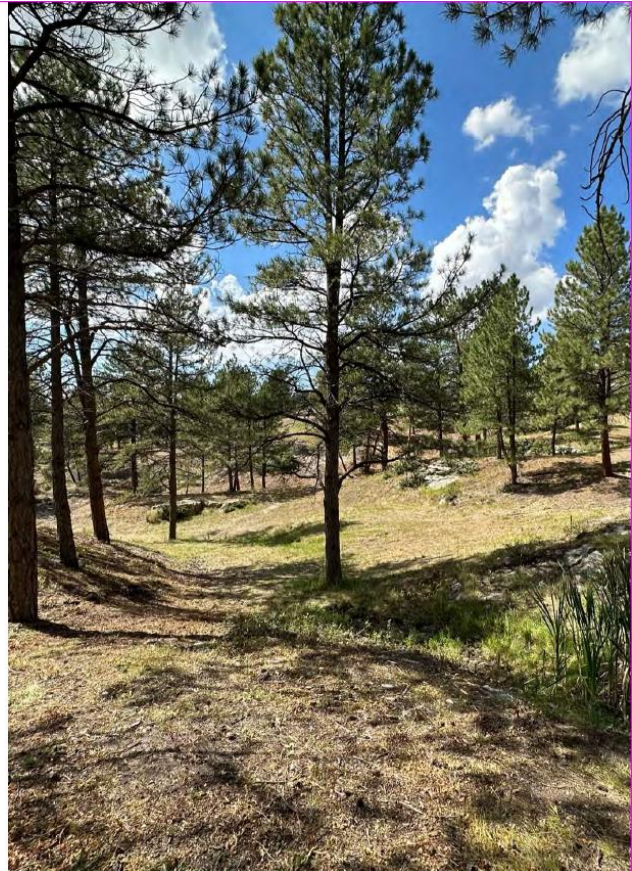


## OUR EQUIPMENT

2023 Barko 930B  
2023 Cat 299 Skid Steer  
2022 Cat 299 Skid Steer  
2024 Cat 299 Skid Steer  
2020 Cat 279 Skid Steer  
2021 Cat 309 Excavator  
2023 Cat D1 Dozer  
Chipper

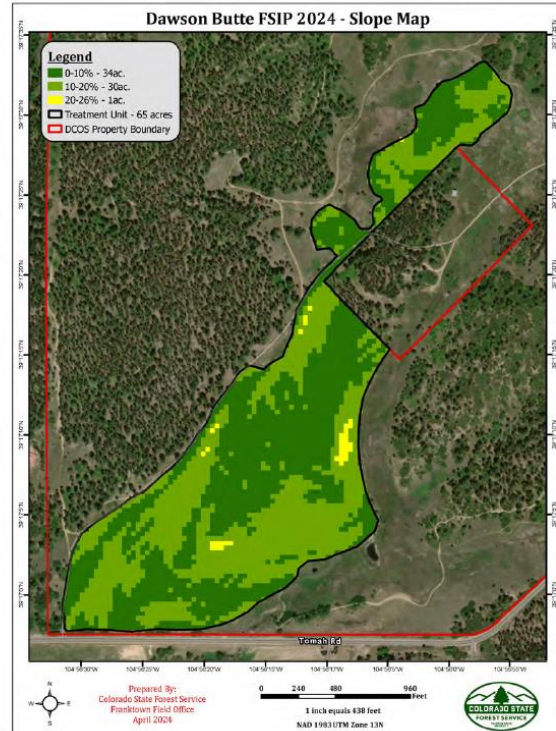
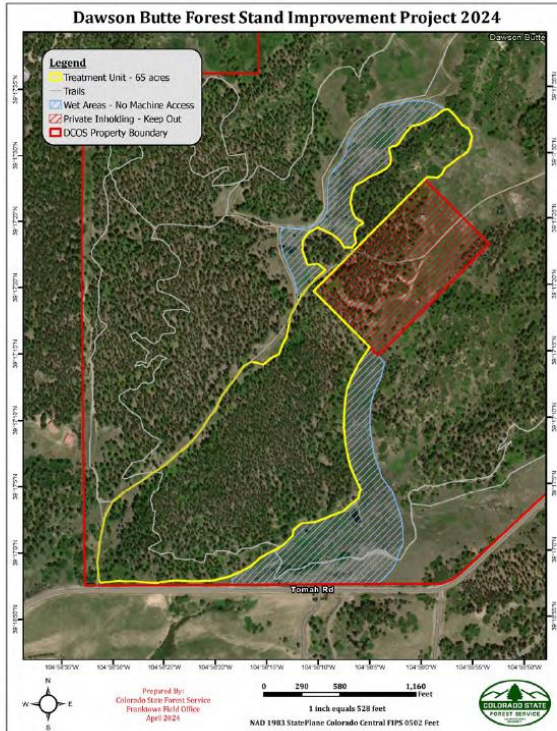
### Additional Equipment

Army Fuel Trailer  
Army Fuel Trailer  
Log Truck and Trailer  
Log Grapple  
Tree Sheer  
Chain Saws and Hand Equipment





Maps:



2





## Grapevine Hollar Project

This project, situated in the foothills of Sedalia, involved fuel management targeting pine, gambel oak, and juniper. Our approach included several key activities to reduce fuel densities:

- Mastication: Applied primarily to pine and oak to reduce fuel densities and manage undergrowth.
- Falling Trees: Approximately 10 trees per acre were felled, skidded, and sold to our buyer, focusing on thinning out the forest.
- Mosaic Gambel Oak Treatment: This treatment was applied to create a varied and effective fuel reduction pattern.
- Spacing Between Drip Lines: We ensured proper spacing to improve firebreak effectiveness.
- Focus on Diseased or Unhealthy Trees: Prioritizing these trees helps in maintaining forest health.

Additionally, we treated 3 acres via the lop-and-scatter method around a riparian area.

### Machinery used on this project included:

- D1 Dozer: For technical and steep clearing.
- 299 and 279 Skid Steers: Versatile machines used for various ground operations.
- 309 Excavator: Used for technical mastication.

Our targeted efforts and specialized equipment ensured effective fuel management and contributed to the overall health and safety of the forested area.

01.

Spencer Weston  
Franktown CSFS  
(303)489-3126

Matt Harris  
(503) 330-5682  
63 Acres



## Brown Mitigation Project

This project, located in the foothills of Sedalia, involved targeted fuel management to enhance forest health and reduce fire risk. Here's an overview of the work completed:

**Fuel Types Targeted:** Pine, gambel oak, and juniper.

### Methods Used:

- Mastication: Applied primarily to pine and oak to reduce fuel densities and manage undergrowth.
- Falling Trees: Approximately 10 trees per acre were felled, skidded, and decked, focusing on thinning dense areas.
- Mosaic Gambel Oak Treatment: Applied to create varied fuel reduction patterns.
- Spacing Between Drip Lines: Implemented to improve firebreak effectiveness.
- Focus on Diseased or Unhealthy Trees: Prioritized for removal to maintain forest health.

The project covered a mix of steep and technical terrain. The majority of the work was conducted using mechanical methods, while hand treatments were applied to specific areas using the lop-and-scatter technique.

### Machinery utilized for this project included:

- D1 Dozer: For technical and steep clearing.
- 299 and 279 Skid Steers: Versatile machines used for various ground operations.
- 309 Excavator: Used for technical mastication.

This approach ensured effective fuel management and addressed the complex terrain while maintaining forest health and safety.

02.

Joe Gray  
Franktown CSFS  
(636) 675-6878

Ken Brown  
(720) 560-5426  
30 Acres





# Austin Bluffs Project

This project, located in Colorado Springs, focused on fuel management to enhance forest health and reduce fire risk. Here's a detailed overview:

**Fuel Types Targeted:** Pine and gambel oak.

## Methods Used:

- Mastication: Applied primarily to pine to reduce fuel densities and manage undergrowth.
- Mosaic Gambel Oak Treatment: Implemented to create a varied fuel reduction pattern and improve forest health.
- Spacing Between Drip Lines: Established to enhance firebreak effectiveness and create defensible space.
- Focus on Diseased or Unhealthy Trees: Prioritized to maintain forest health and reduce potential hazards.

The project area predominantly featured moderate terrain with a significant presence of gambel oak. In more challenging areas, such as drainages and steep slopes, we hand-felled the fuels and then transported them to mechanically accessible areas for processing.

## Machinery used for this project included:

- 299 Skid Steer: Utilized for a range of ground operations and processing tasks.
- 309 Excavator: Used for handling materials, particularly in complex terrain.
- CAT D1 Dozer: For steep and technical terrain.
- Barko 930B: Heavy duty mulching.

This combination of methods and equipment allowed us to effectively manage fuel loads, address varying terrain conditions, and enhance the overall safety and health of the forested area..

03.

Overseen by  
City of Colorado Springs  
Cory Ashby  
(719) 440-6736  
67 Acres







## PAST PROJECTS

01.

### Turtle Rock Ranch

- 34 acres, Managed by Jille Welle
- 30 acres project, overseen by property owner
- Bob Sexton 402-520-2264

### Q&D Property

- 60 Acres Managed by Joe Gray CSFS
- Douglas County Open Space
- 200 acres
- Majority is a retreat with mild mastication.

### Roxborough Properties

- 4 Separate properties.
- Tight and technical treatments around homes.
- Lots of gamble oak hand work
- Water Line Project
- Masticated all fuels over water line construction
- Around 10 acres

### Woodmoor Mountain Properties

- 7 acre steep and technical property
- 5 acre property
- Pine Ridge HOA
- 20 acres
- Mastication and mowing, lots of rock and hand work drug intomechanical area

### City of Castle Pines

- 20 Acres
- All oak in a community common area



## REFERENCES

02.

For references, please reach out to the following below for their experience working with Deer Creek Forestry.

- Spencer Weston at CSFS (Franktown field office)  
(303)489-3126
- Jill Welle (Douglas County Fire Mitigation Program)  
(303)880-5252
- Cory Ashby (Colorado Springs Fire Mitigation)  
(719)440-6736

Below are contacts for our past jobs, providing references to our work and reputation:

- Grapevine Hollar Project: Matt Harris  
(503)-330-5682
- Brown mitigation Project: Ken Brown  
(720)-560-5426
- Pine Cliff Ranch Project: Kurt Walker  
(303)-587-0102
- Jaksch mitigation Project: Claudine Jaksch  
(303)-814-3050
- Turtle Rock Ranch : Bob Sexton  
(402)-520-2264

We would be thrilled to have the opportunity to work with you. If selected, we are confident in our ability to meet and exceed your expectations. While we strive to be competitive with our pricing, we believe our strong reputation and quality of work will speak for itself.

Should you wish to visit any of our past job sites, I would be more than happy to arrange a meeting and show you our work firsthand. Thank you for considering Deer Creek Forestry for your project.

**EXHIBIT C**  
**METHOD OF PAYMENT**

Payments shall be made to the Consultant based upon invoices submitted by the Consultant, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Consultant within thirty (30) days, or within a mutually agreed upon period after County has received complete invoices from the Consultant. The County reserves the right to require such additional documentation, including monthly activity reports detailing the Consultant's activities and services rendered, as the County deems appropriate to support the payments to the Consultant. The signature of an officer of the Consultant shall appear on all invoices certifying that the invoice has been examined and found to be correct.

Full payment will be made upon receipt of an invoice when the completion of a project is to the satisfaction of the county.

## EXHIBIT D INSURANCE REQUIREMENTS

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

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

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

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

### OTHER INSURANCE PROVISIONS:

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

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

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

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

**Waiver of Subrogation.** CONSULTANT or CONTRACTOR hereby grants to Douglas County a waiver of any right to subrogation which any insurer of said CONSULTANT or CONTRACTOR may acquire against Douglas County by virtue of the payment of any loss under such insurance. CONSULTANT or CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Douglas County has received a waiver of subrogation endorsement from the insurer.

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

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

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

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

**Verification of Coverage.** CONSULTANT or CONTRACTOR shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT or CONTRACTOR's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein. Failure on the part of the CONSULTANT or CONTRACTOR to provide insurance policies within ten (10) working

days of receipt of the written request will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

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

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

**Subcontractors Consultant** or Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT or CONTRACTOR shall ensure Douglas County is an additional insured on insurance required from subcontractors.

**Failure to Procure or Maintain Insurance.** The CONTRACTOR will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types. Failure on the part of the CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Douglas County may immediately terminate this contract.

**Governmental Immunity.** The parties hereto understand and agree that Douglas County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.* as from time to time amended, or otherwise available to Douglas County, its officers, or its employees

**Special Risks or Circumstances.** Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.