

## Public Contract for Services Staff Report

**Date:** April 14, 2026  
**To:** Douglas County Board of County Commissioners  
**Through:** Douglas J. DeBord, County Manager  
**From:** Kati Carter, AICP, Director of Community Development *KC*  
**CC:** Brittany Cassell, Curator  
Lauren Pulver, Planning Manager  
Steven E. Koster, AICP, Deputy Director of Community Development  
**Subject:** **Public Contract for Services with ERO Resources Corporation in the Amount of \$312,494**

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**Board of County Commissioners Meeting:**

**April 28, 2026 @ 1:30 p.m.**

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### **I. EXECUTIVE SUMMARY**

This is a request to execute a contract between the Board of County Commissioners (Board) and ERO Resource Corporation (ERO) for \$312,494. The contract is for the Archaeology Excavation, Stabilization, and Site Stewardship Project at site 5DA.265. The project was awarded a State Historical Fund (SHF) grant in 2025. The County was awarded \$249,994 in SHF grant funds and will provide a \$62,500 cash match from the Parks, Trails, Historic Preservation, and Open Space (PTHROS) Sales Tax Fund.

### **II. REQUEST**

Staff requests that the Board approve a public contract with ERO Resources Corporation for the Archaeology Excavation, Stabilization, and Site Stewardship Project at site 5DA.265.

### **III. BACKGROUND**

Site 5DA.265, located in northeastern Douglas County, is a defining site in Colorado and regional prehistory. In 1977, staff from the Colorado Department of Transportation discovered artifacts at site 5DA.265 while surveying the northern part of the Palmer Divide in Douglas County. The collection is housed in the Repository and was reanalyzed by ERO in 2015. The site was listed on the National Register of Historic Places in 2020.

The County was awarded a SHF grant in December 2025 for \$249,994 for the Archaeology Excavation, Stabilization and Site Stewardship Project at site 5DA.265. The Board approved acceptance of the grant and the \$62,500 cash match funds from the Parks,

Trails, Historic Resources, and Open Space tax fund at a Business Meeting on January 13, 2026.

Through this contract, ERO will manage the site excavation aiming to identify critical Indigenous cultural features, such as hearths or earth ovens. Tribal interns will actively participate in the excavation and report-writing, and travel support will be provided for site visits and other activities requested by the tribes. In addition to protecting the site and preserving its research potential for future generations, the project aims to enhance the understanding of the site while incorporating Indigenous knowledge and perspectives. The County already has support for the project from three tribal groups: Pawnee Nation, Jicarilla Apache Nation, and Northern Arapaho.

**IV. RECOMMENDED ACTION**

Staff recommends approving the public contract for services between ERO and the Board for \$312,494, as it complies with all County approval standards and policies.

<b><u>ATTACHMENTS</u></b>	<b><u>PAGE</u></b>
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## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this 10 day of APRIL, 2026, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **ERO RESOURCE CORPORATION**, a Colorado Corporation (the “Contractor”). The County and the Contractor hereinafter collectively referred to as the “Parties” and individually to as a “Party.”

### RECITALS

**WHEREAS**, the County has been awarded a maximum of \$249,994.00 in grant funds (the “Grant Award”) from the State Historical Fund, with a cash match from the County of \$62,500.00; and

**WHEREAS**, pursuant to the Grant Award, the County is undertaking certain activities detailed in Exhibit A to the Grant Award for the archaeology excavation, stabilization and site stewardship at the [REDACTED]; 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:** Brittany Cassell, Curator, (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Contractor under this Contract.

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

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor’s compensation, which are mutually agreed upon between the County and 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 liability 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 **Three Hundred and Twelve Thousand Four Hundred and Ninety-Four Dollars (\$312,494.00)** for the current fiscal year. 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 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 this Contract shall commence as of 12:01 a.m. on **April 13, 2026**, and terminate at 12:00 a.m. **April 13, 2028**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

**6. INVOICING PROCEDURES:** Payments shall be made to the 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 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 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 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 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:** All copyrightable materials and/or submittals developed or produced under this grant award are subject to a royalty free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works, or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or the State Historical Fund's purposes.

**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 Department of Community Development  
Attn: Brittany Cassell, Curator  
100 Third Street  
Castle Rock, CO 80104  
Ph: 720-661-9103  
E-mail: [bcassell@douglas.co.us](mailto:bcassell@douglas.co.us)

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
Ph: (720) 733-4500  
E-mail: [Attorney@douglas.co.us](mailto:Attorney@douglas.co.us)

and by the County to: ERO Resource Corporation  
Attn: Jonathan Hedlund  
1626 Cole Blvd. Suite 100  
Lakewood, CO 80401  
Ph: (720) 382 - 4547  
E-mail:

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail 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 this 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. Without limiting the foregoing, all work performed pursuant to this Contract must meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.

**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 performed pursuant to this Contract in any of 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, 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 C- Insurance Requirements
- 3<sup>rd</sup> Exhibit A- Scope of Services
- 4<sup>th</sup> Exhibit B- Method of Payment

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

**27. COUNTY EXECUTION OF 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.

(Remainder of Page Intentionally Blank)

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

**ERO RESOURCE CORPORATION**

BY: [Signature]

ATTEST: (if a corporation)

Printed Name Jonathan Hedlund

Title: Senior Archaeologist

Title: \_\_\_\_\_

DATE: 4.10.2026

Signature of Notary Public Required:

STATE OF Colorado )

COUNTY OF Jefferson )

ss.



The foregoing instrument was acknowledged before me this 10 day of April, 2026, by Jon Hedlund.

Witness my hand and official seal

[Signature]  
Notary Public

My commission expires: Oct 20, 2028

**Exhibit A**  
**SCOPE OF SERVICES**

**I. Purpose**

The purpose of this project is to stabilize, excavate and provide site stewardship at the [REDACTED]

**II. Scope of Work is as follows:**

**A. Fieldwork & Stabilization**

1. Geophysical Assessment

- a. Orient Contractors in the field.
- b. Collect data with magnetometry and targeted ground-penetrating radar to assess site deposits, identify previous excavation units, and locate potential Indigenous cultural features.

2. Excavation

- a. Excavate 1 meter x 1 meter units.
- b. Document stratigraphy and cultural components to clarify past excavation records.
- c. Perform site prep, excavation, backfilling, and detailed stratigraphic analysis.
- d. Include participation from Indigenous interns and volunteers.
- e. Lead public tours.

3. Preservation & Erosion Control

- a. Stabilize the site with noninvasive measures along cutbanks and berms.
- b. Provide an archaeologist to monitor stabilization activities.

**B. Tribal Nation Consultation & Public Outreach**

1. Consultation

- a. Prepare and distribute consultation letters and coordinate responses to any methodological concerns.
- b. Provide regular communication, including regular email updates before and during excavation and 30-minute virtual meetings hosted from the site.
- c. Involve the Tribal Nations in a variety of ways, such as visits to the site and repository, paid excavation and report-writing positions, and possible interviews, etc.

2. Outreach

- a. Coordinate a community event featuring a presentation of excavation results.
- b. Invite Indigenous interns, community interns, and volunteers to share their perspectives and experiences with the project.
- c. Promote the community event through various organizations and platforms.

**C. Summary Memorandum Preparation**

1. Memorandum Preparation

- a. Prepare a technical memorandum and updated OAHHP site form to summarize stratigraphy, artifacts, interpretations, and recommendations for future analysis.
- b. Indigenous interns contribute preliminary interpretations.

c. Generate cost estimates for further analysis based on assemblage

**D. Project Management**

1. Provide project management, including project start-up documentation, health and safety plan compliance, monthly invoicing, and project closeout documentation.
2. Communicate with the client, Tribal Nations, and agencies through emails and phone calls.

Note: artifact analysis, reporting and curation will be provided in a future phase.

**Exhibit B**  
**METHOD OF PAYMENT**

<b>Task</b>	<b>Amount</b>
A. Fieldwork & Stabilization	\$210,788
B. Tribal Nation Consultation & Public Outreach	\$26,423
C. Summary Memorandum Preparation	\$47,433
D. Project Management	\$2,850
<b>Direct Costs Subtotal</b>	<b>\$287,494</b>
P. Grant Administration*	\$0
<b>Project Subtotal</b>	<b>\$287,494</b>
<i>Contingency †</i>	<i>\$25,000</i>
<b>Project Total</b>	<b>\$312,494</b>
<b>Grant Award (80.00%)</b>	<b>\$249,994</b>
<b>Cash Match (20.00%)</b>	<b>\$62,500</b>
‡ Easement Negotiation Fee	\$
‡ Easement Acceptance Fee	\$
<b>Easement Total</b>	

<b>Grant Award with Easement Fees‡</b>	<b>\$</b>
<b>Project Total with Easement Fees‡</b>	<b>\$</b>

\* Grant Administration cannot exceed 15% of *Direct Costs Subtotal* amount

Grant payments are based off the **Project Subtotal**. Total payments will equal Grant Award percentage of **Project Subtotal** up to a maximum of the Grant Award Amount should contingency be requested and approved.

† Contingency - Must receive written approval from SHF Staff prior to use.

‡ Easement Fees – This item may not be used on other tasks and may not exceed budgeted amount.

\*\* Travel must be within SHF/State allowable rates (\$.63/mile (2WD), \$.67/mile (4WD) – mileage, at-cost/night – Hotel, \$68/day – Meal Allowance)

**Exhibit C**  
**INSURANCE REQUIREMENTS**

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**OTHER INSURANCE PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, within 20 days of cancellation, 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](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.**