

Public Contract for Services Open Space Trail and Trailhead Maintenance Douglas County Government & Timberline Trailcraft, LLC

DATE: FEBRUARY 14, 2023

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 MCELLOWNEY, ASSISTANT DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES
KIRK INDERBITZEN, RANGER SUPERVISOR OF OPEN SPACE AND NATURAL RESOURCES

SUBJECT: PUBLIC CONTRACT FOR TRAIL AND TRAILHEAD MAINTENANCE ON ALL OPEN SPACE PROPERTIES

BOARD OF COUNTY COMMISSIONERS MEETING:

MARCH 12, 2024

I. EXECUTIVE SUMMARY

Open Space staff is requesting the approval of a public contract for services for trail and trailhead maintenance of all County Open Space properties. The contract term will commence March 1, 2024 and terminate on December 31, 2024. The amount of funds appropriated for this contract is not to exceed \$350,000. This contract includes trail design work, creating new trails, maintaining existing trails, trails restoration, and remediation of closed trails. Additionally, this contract includes trailhead design, trailhead construction, and trailhead maintenance. This contract is essential to the continued expectations of Douglas County Open Space users and will allow for the best maintenance management of County Open Space properties.

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 Timberline Trailcraft, LLC.

B. Process

- a. This is exercising the counties option to renew a contract with a vendor that has meet or exceeded expectations in a previous contract.

III. BACKGROUND

Open Space and Natural Resource (OSNR) staff conducted a competitive process (IFB 012-23) for trail and trailhead maintenance. By the due date of Wednesday, March 27th, 2023, we received three separate bids. Aiming to maximize county funds for trails and trailhead maintenance OSNR staff selected two of the three bids. The bid from Timberline Trailcraft is the most cost effective for what Open Space considers moderate and difficult trail construction and is competitively priced for the other sections of the invitation for bid.

Timberline Trailcraft, LLC has proven itself to be a company with high standards, effective communication, and a growing history of efficient and quality work as they continue to construct trails on Open Space properties. This last year the company has built upon an already stable history with the county as they constructed some of the original trails on Open Space properties. Timberline Trailcraft is part of a larger company, Timberline Landscaping, and as such can tackle large scale projects without reaching outside of the company.

IV. RECOMMENDED ACTION

It is OSNR staff recommendation that the PCS between the BOCC and Timberline Trailcraft, LLC be approved as it meets the following objectives described in the 2030 Parks, Trails, and Open Space Master Plan:

Objective OS 2A

Develop access to County open space by creating trails and trailheads where appropriate while maintaining and managing existing facilities.

Objective OS 2B

Support development of passive outdoor recreational uses within designated areas, including but not limited to: hiking, bicycling, horseback riding, fishing, and other compatible uses of open space in accordance with adopted County regulations, conservation easements, and the PTOS Sales and Use Tax.

Objective OS 2C

Improve recreational opportunities by linking open space areas, regional parks, trails, the national forest, and municipalities.

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 3L

Provide safe and secure open space public facilities.

ATTACHMENTS

Public Contract for Services

**PUBLIC CONTRACT FOR SERVICES
OPEN SPACE TRAIL AND TRAILHEAD MAINTENANCE**

THIS PUBLIC CONTRACT FOR SERVICES (the “Contract”) is made and entered into this _____ day of _____, 2024, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **TIMBERLINE TRAILCRAFT, LLC**, a corporation authorized to do business in Colorado (the “Consultant”).

RECITALS

WHEREAS, the County is undertaking certain activities for open space trail & trailhead maintenance, as specified per all terms and conditions of Invitation for Bid (IFB) #012-23, Open Space Trail & Trailhead Maintenance; 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: Kirk Inderbitzen 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 the Invitation for Bid (IFB) #012-23, labeled **Exhibit A**, and Consultant’s response to IFB #012-23 including Scope of Services Summary, labeled **Exhibit B**, attached hereto and incorporated herein, and as determined and directed by the County through its Authorized Representative as designated under this Contract, 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 THREE-HUNDRED-FIFTY THOUSAND DOLLARS (\$350,000.00) 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 March 1, 2024 and terminate at 11:59 p.m. on December 31, 2024.** 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
Division of Open Space & Natural Resources
c/o Kirk Inderbitzen, Ranger Supervisor
100 Third Street
Castle Rock, CO 80104
(303) 356-9538
Email: kinderbitzen@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: Timberline TrailCraft, LLC
c/o Colton Emick
8110 Opportunity View
Colorado Springs, CO 80939
Telephone: 719-491-3677
E-mail: cemick@timberlinetrailcraft.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:

- 1st This Contract, Sections 1 through 28
- 2nd Exhibit A – Invitation for Bid (IFB) #012-23
- 3rd Exhibit D – Insurance - Insurance Requirements

- 4th Exhibit B – Consultant’s Response to (IFB) #012-23 including
Scope of Services Summary
- 5th Exhibit C – 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 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 SERVICES
IFB #012-23

DOUGLAS COUNTY GOVERNMENT

Finance Department ~ Purchasing Division

100 Third Street, Suite 130

Castle Rock, Colorado 80104

Telephone: 303-660-7434

www.douglas.co.us

INVITATION FOR BID (IFB)

NO. 012-23

OPEN SPACE TRAIL & TRAILHEAD MAINTENANCE

**YOUR BID RESPONSE MUST BE RECEIVED NO LATER THAN
MARCH 27, 2023 @ 3:00PM**

BIDDER'S CERTIFICATION

We offer to furnish to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

BIDDER: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

EMAIL: _____

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.

Please submit two (2) copies of your bid response in a sealed envelope that is clearly marked with the Invitation for Bid (IFB) information listed above. Mail or hand carry all bid responses to Douglas County Government, Finance Department, Purchasing Division, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, prior to the due date and time. Electronic and/or faxed bid responses will not be accepted. It is the sole responsibility of the bidder to see that their bid response is received on time. Bids will not be considered which are received after the time stated, and any bids so received will be returned unopened. If closure of Douglas County buildings occurs on the day of a bid opening, the bid response must be delivered to the Purchasing Division before 12 noon on the following business day.

Douglas County Government reserves the right to reject any or all bids, to waive formalities, informalities, or irregularities contained in a said bid 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 bidder.

SECTION ONE ~ GENERAL INFORMATION:

A. Overview:

Through this Invitation for Bid (IFB), the Department of Open Space and Natural Resources (OSNR) of Douglas County Government, hereinafter referred to as the County, respectfully requests bids from responsible and qualified companies for the provision of Open Space Trail & Trailhead Maintenance, as specified.

The County's intent is to award to only one (1) company for services related to Open Space Trail & Trailhead Maintenance; however, the results of this IFB do not obligate the County in any manner. The bid responses, fees, reference checks, and past-experience will all be considered in the evaluation process.

The initial agreement, issued as a result of this IFB, will be for a period of approximately nine (9) months, beginning in April 2023 to and including December 31, 2023. All proposed fees shall be firm and fixed for the initial contract period. The County shall have an option to renew this agreement for two (2) additional periods of one (1) year each, with the same terms and conditions. This agreement and/or extension to the original period of a subject agreement shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's unanimous satisfaction with the services received during the preceding agreement period.

The IFB documents may be reviewed and/or printed from the Rocky Mountain E-Purchasing System website at www.rockymountainbidsystem.com. The IFB documents are not available for purchase from Douglas County Government and can only be accessed from the above-mentioned website.

B. 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 a population of about 373,275 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 existence. 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 no later than the end of the fiscal year. 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.

C. General Requirements:

All responses submitted shall become property of the County. All responses shall include all of the information requested in this IFB 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, companies 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 IFB 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 company submitting a response to clarify or to supply additional information necessary.

D. Trail Overview:

Douglas County Open Space and Natural Resources (OSNR) has approximately 100 miles of natural surface trail. Trails are situated along riparian areas, meadows, forested buttes, and mountainous terrain. The Gambel oak and pine can be sparse to densely forested. Elevation ranges from 5600 feet to 7500 feet above sea level. Tread width currently varies from 18 inches to 60 inches. Tread condition varies wildly from newer construction to highly eroded and braided. OSNR also manages and maintains twelve trailheads. All trailheads include a porta-potty structure, at least one kiosk, picnic tables and/or benches, and parking for vehicles. Four of the twelve trailheads contain picnic shelters.

E. Trail Standards:

Trail safety and sustainability are the primary goals. Trails are to be constructed and maintained for non-motorized use including equestrian, pedestrian, and bicycle. Motorized use is not allowed except for Other Power-Driven Mobility Devices (OPDMD).

- 1) The existing tread width shall be widened up to 60 inches.
- 2) The new trail tread width will be up to 60 inches with a rolling contour design.
- 3) The trail corridor shall be 2.5 feet wide and 12 feet high from the edge of the trail tread (Figure 1). The trees and shrubs need to be cleared from the corridor.

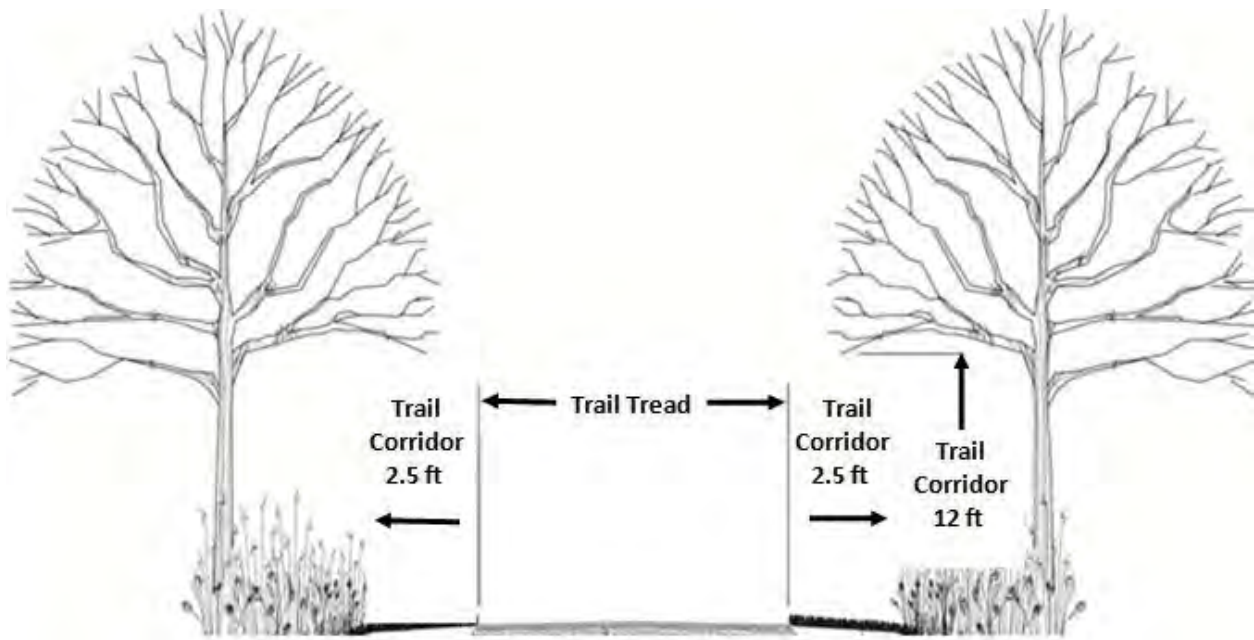


Figure 1. Example of a Trail Corridor that is 2.5 feet out and 12 feet high from the edge of the trail tread.

- 4) All newly constructed and maintained structures shall be “self-cleaning”.
- 5) Excess material shall be dispersed not less than 20 feet from the trail and shall not impede water flow.
- 6) Construction and maintenance activities are to be conducted in such a manner as not to create safety hazards.

F. Trail Standards Bid Requirements:

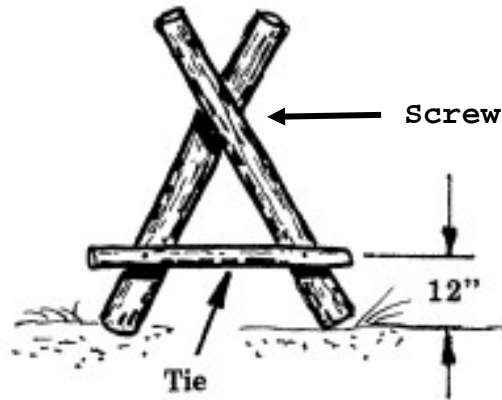
- 1) Please provide your definition of an easy, moderate, and difficult trail.
- 2) Please provide the following costs:
 - a) Price per linear foot of new trail construction for easy, moderate, and difficult trails.
 - b) Price per linear foot of trail maintenance for easy, moderate, and difficult trails.
 - c) Price of constructing armor/diversion structures for easy, moderate, and difficult trails.
 - d) Price of maintaining armor/diversion structures for easy, moderate, and difficult trails.
 - e) Cost to reclaim abandoned easy, moderate, and difficult trails.
 - f) Mobilization costs
 - g) Provide a list of tools, machinery, and equipment your company owns and plans to use to construct and maintain trails.
 - h) Provide maintenance techniques and strategies you foresee implementing to improve current and long-term trail safety and sustainability.

G. Buck & Rail and Post & Rail Fencing Construction Standards: (Preferred but Optional Bid Section)

Buck and Rail: Buck and Rail fencing will be placed along trails/trailheads to keep visitors on the designated trails.

- 1) The selected vendor will work with the OSNR on a Time and Materials (T&M) basis.
- 2) The selected vendor will provide the OSNR with buck and rail fencing materials and layout options to choose from.
- 3) All buck and rail fencing will be priced by linear foot.

- 4) Locations of buck and rail fencing will be determined by OSNR.
- 5) The selected vendor will place and assemble buck and rail fence according to, but not limited to, the descriptions below:
 - a) The fence will be constructed in a manner that does not create a safety hazard. Two posts will be screwed to one another at least 12 inches from the top of both posts to form an A-Frame formation. Along with this, a tie will be screwed into both posts 12 inches from the end of each post (Figure 2).



Using a reinforcing tie to prevent legs from spreading.

Figure 2. A-Frame Buck with tie 12 inches from the end of each post.

- b) Bucks will be raised in the upright and level position. A top pole will be placed in the upper "V" of the bucks and screwed into the post of the assembled bucks in which the top pole lays. (Figure 3).
- c) Once the first buck and rail section (2 Bucks and 1 Top Pole) is standing an additional section will be added and so on. The top pole on all sections shall be placed in the "V" of the buck and screwed into position with at least 6 inches of overlap between each top pole (Figure 3). Buck and rail sections with a top pole secured.



- d) Once the fence is standing a single diagonal brace pole needs to be added for rigidity (Figure 4). On the level ground, a single diagonal brace pole should be added to every other section or as directed by OSNR.



Figure 4. Buck and rail sections with a top pole secured and a diagonal brace pole.

- e) Once the single diagonal brace pole has been added in the appropriate locations, the remainder of the poles can be attached to the bucks (Figure 5). In addition to the top pole and single diagonal brace pole, two poles will be placed on the trail side of the bucks.

Figure 5. Buck and rail sections with final pole assembly. NOTE: heights may vary.



At the end of each complete buck and rail fence section and when applicable, three diagonal brace poles shall be attached to the last remainder buck in a pyramidal formation to serve as extra stability (Figure 6).



Figure 6. Three diagonal brace posts attached in a pyramidal formation for extra stability.

Post and Rail: Post and Rail Fencing will be placed along the boundaries of the trailheads and other like locations.

- 1) The selected vendor will work with OSNR on a Time and Materials (T&M) basis.
- 2) The selected vendor will provide OSNR with post and rail fencing materials and layout options to choose from.
- 3) All post and rail fencing will be priced by linear foot.
- 4) Locations of post and rail fencing will be determined by OSNR.
- 5) The selected vendor will place and assemble post and rail fence according to, but not limited to, the descriptions below:
 - a) The 6.5-foot posts will be ordered with pre-cut holes for round rails.
 - b) A fence line will be laid out and post spacing will be determined by the 6-foot round rails.
 - c) Post holes will be dug out to a depth of no less than 42 inches. At least 6 inches of the post hole will be backfilled with construction aggregate to reduce the bottom of the post from rotting over time.
 - d) Set the end post with the rail holes in the direction of the fence line in the hole and begin to backfill and tamp while keeping the post plumb (Figure 7).

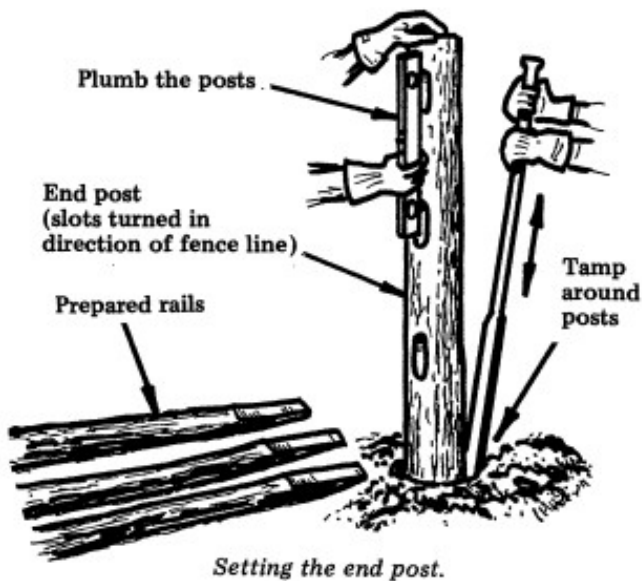


Figure 6.

- e) Once the end post has been set, place the end of three rails into the three holes of the set post. Rails can be secured by screws or nails for better securement.
- f) Dig the next post hole for the second post in the same manner as the first hole.
- g) Place the second post into the hole.
- h) Insert the unsecured end of the three rails into the three holes of the newly set second post.
- i) Once the position of the second post and rails are correct, begin to backfill and tamp the second post while keeping the post plumb (Figure 7).



Figure 7. One complete section of post and rail fencing

H. Buck & Rail and Post & Rail Fencing Construction Bid Requirements:

- 1) Please provide your definition of minimally sloped, moderately sloped, and extremely sloped natural surfaces.
- 2) Please provide the following cost for both buck & rail and post & rail fence construction:
 - a) Price per linear foot to remove an existing fence line on minimally sloped, moderately sloped, and extremely sloped natural surfaces.
 - b) Price per linear foot to install a new fence line on minimally sloped, moderately sloped, and extremely sloped natural surfaces.
- 3) Please provide a list of tools, machinery, and equipment your company owns and plans to use to construct buck & rail and post & rail fence.
- 4) Mobilization costs.

I. Trailhead and Trail Mowing Standards: (Preferred but Optional Bid Section)

- 1) OSNR trails shall be mowed 2.5 feet on both sides of the trail tread.
- 2) If vegetation is present in the middle of the trail tread, it will be mowed in its entirety.
- 3) Vegetation will be mowed to a height no less than 3.0 inches and no more than 4.0 inches.
- 4) At the direction of OSNR, woody vegetation within the trail corridor beyond the means of being mowed will be brush cut flush to the ground to a height no more than 2.0 inches.
- 5) Structures, including but not limited to, benches, picnic tables, and kiosks encountered at OSNR Trailheads and Trails will be string-trimmed around the entirety of the structure(s) to a height no less than 2.0 inches and no more than 3.0 inches.
- 6) At the direction of OSNR, trailhead envelopes will be mowed both inside and outside of the fence line to a height no less than 2.0 inches and no more than 3.0 inches in height.

J. Trailhead and Trail Mowing Bid Requirements:

- 1) Please provide your definition of minimally vegetated, moderately vegetated, and extremely vegetated mowing and string trimming conditions.

- 2) Please provide the following cost for mowing and string trimming OSNR trails, fields, and trailheads:
 - a) Mowing price per mile of minimally vegetated, moderately vegetated, and extremely vegetated trails, fields, and trailheads.
 - b) String trimming price per minute of minimally vegetated, moderately vegetated, and extremely vegetated trails, fields, and trailheads.
 - c) Brush cutting price per minute of minimally vegetated, moderately vegetated, and extremely vegetated trails, fields, and trailheads.
- 3) Please provide a list of tools, machinery, and equipment your company owns and plans to use to mow and string trim OSNR trailheads and trails.
- 4) Mobilization costs.

K. Mandatory Requirements to be Included in your Bid Response:

All bid responses must address each of the following and be submitted with the ability to complete the work as described. 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. All responses must include, but are not limited to, the following information.

- 1) 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 you have had with similar contracts/agreements. Provide a detailed narrative of how you intend to meet the objectives of the County, as outlined.
- 2) Specify the location of your office, preferably within the Douglas County/Denver Metro/Front Range area. This office should be staffed with a competent company representative who can be contacted during normal business hours and who is authorized to discuss matters related to this contract.
- 3) Identify the key individuals that will be assigned to Douglas County. List, for each individual, all relevant experience.
- 4) State, in a clear concise manner, your understanding of the above-mentioned General Requirements, Trail Standards/Bid Requirements, Buck & Rail and Post & Rail Fencing Construction Standards/Bid Requirements, and Trailhead and Trail Mowing Standards/Bid Requirements. Provide detailed information and pricing, as requested.
- 5) Explain why your company would stand out above all others and why your company should be awarded the contract (or portion thereof) resulting from this IFB.
- 6) Provide a detailed narrative of the partnership that you envision with Douglas County.
- 7) 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.
- 8) List any and all legal disputes, mediations, arbitrations, and/or lawsuits in which you or your firm has been involved in the last five (5) 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 response.
- 9) 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 IFB response.

L. Work Plan:

The extent and character of the services to be performed shall be subject to the general control and approval of Douglas County Government, primarily the Director of Open Space and Natural Resources. In addition, the respondent shall ensure a coordinated effort during the course of any and all services that are provided and will openly communicate any potential problems areas.

M. Questions/Inquires/Addendum:

All questions related to this IFB must be directed to the attention of Carolyn Riggs, Purchasing Supervisor, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, 303-660-7434, criggs@douglas.co.us. All questions must be in writing and responses will be shared with all potential respondents, as appropriate.

Questions will be received until 4:00pm on Monday, March 13, 2023. Responses to all questions will be posted on the Rocky Mountain E-Purchasing System no-later-than Thursday, March 16, 2023.

If it becomes necessary to revise any part of this IFB 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 bid response.

SECTION TWO ~ BID CONDITIONS AND PROVISIONS:

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

All bids must be signed by a duly-authorized official of the company. The completed and signed bid (together with all required attachments) must be returned to the Purchasing Division on or before the due date and time shown on Page 1.

All participating bidders, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this IFB as stated or implied herein. Any alteration, erasure or interlineation by the bidder in this IFB shall constitute cause for rejection by the County. Exceptions or deviations to this IFB must not be added to the IFB pages and must be on company letterhead and accompany the bid response. Should the County omit anything from this IFB that is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the bidder shall secure written instructions from the Purchasing Division; see page eleven (11) for submission of question information.

All bidders are required to complete all the information requested in this IFB. Failure to do so may result in the disqualification of the bid. When omitting a bid on an item, please insert the words "NO BID".

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.

Bids shall be firm quotations subject to acceptance or rejection within ninety (90) days of the bid opening date.

A bidder may withdraw their bid at any time prior to the scheduled time of receipt; however, persons or firms withdrawing bids may not submit another bid in this matter.

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 bidder.

The successful bidder 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 IFB. Additionally, the County must be notified of any changes occurring in this coverage and the successful bidder must demonstrate to the County that such changes do not in any way affect the minimum liability insurance required for this bid.

All information submitted in response to this IFB may be subject to disclosure under the Open Records Act. Bidders are discouraged from providing information that they consider confidential and/or privileged as part of a response to this IFB. If any portion of your response is identified as proprietary and/or confidential, a redacted flash drive copy must be provided with your original hard-copy response.

The successful bidder may be required, as a provision of this IFB, 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 bids, 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 bidder shall be in complete compliance with all of the specifications, terms and conditions of this IFB as outlined above. The County shall have the right to inspect the facilities and equipment of the successful bidder to ensure such compliance.

No bid 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. Bidders may be required to submit satisfactory evidence that they have a practical knowledge of the particular work bid upon and that they have the necessary financial resources to perform and complete the work outlined in this IFB.

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 IFB.

All materials furnished or services performed under the terms of a contractual agreement issued as a result of this IFB 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.

In the event that this IFB requires a formal contract to be prepared by the County, the successful bidder will properly sign and furnish any performance 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 bidders 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 IFB. Bidders 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 IFB 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 bid 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 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 followup/response mechanism. You can be assured that this is a fast, easy, and confidential system.

NON-COLLUSIVE BIDDING CERTIFICATION:

By the submission of this bid, the bidder certifies that:

- 1) The bid has been arrived at by the bidder independently and has been submitted without collusion with any other bidder.
- 2) The contents of the bid have not been communicated by the bidder; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith and will not be communicated to any such person prior to the official opening of this bid.
- 3) No bidder shall submit more than one bid, to include an alternate bid or bids, for this purchase.

NON-DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under a contract issued as a result of this IFB, the successful bidder 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 bidder 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 Bidder. The bidder 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 IFB; provided, however, that the bidder 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 bidder is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the bidder to perform work under this Agreement shall be and remain at all times, employees of the bidder 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 bidder 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 IFB 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 IFB due to failure of the bidder to carry out any term, promise or condition of the contract. The County will issue a written notice of default to the bidder for failing to act in compliance with the terms and conditions of such contract.

EXAMINATION OF RECORDS:

The bidder 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 IFB, have access to and the right to examine any directly pertinent books, documents, papers and records of the bidder 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.

EXHIBIT:

- 1) Exhibit "A" ~ Public Contract for Services (for information only)

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**EXHIBIT B
SCOPE OF SERVICES
RESPONSE TO RFQ #051-23
AND SCOPE OF SERVICES SUMMARY**



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BID ITEM LIST

1	New Trail construction - Easy	\$	5.51	LF
2	New Trail construction - Moderate	\$	6.14	LF
3	New Trail construction - Difficult	\$	7.62	LF
4	Trail Maintenance - Easy	\$	4.36	LF
5	Trail Maintenance - Moderate	\$	5.73	LF
6	Trail Maintenance - Difficult	\$	6.47	LF
7	New Rock Armoring/Diversion Structures - Easy	\$	16.42	SF
8	New Rock Armoring/Diversion Structures - Moderate	\$	35.60	SF
9	New Rock Armoring/Diversion Structures - Difficult	\$	44.50	SF
10	Maintaining Rock Armoring/Diversion Structures - Easy	\$	13.00	SF
11	Maintaining Rock Armoring/Diversion Structures - Moderate	\$	26.00	SF
12	Maintaining Rock Armoring/Diversion Structures - Difficult	\$	32.50	SF
13	Trail Reclamation - Easy	\$	1.38	LF
14	Trail Reclamation - Moderate	\$	2.01	LF
15	Trail Reclamation - Difficult	\$	3.29	LF
16	Mobilization - 4 Person Crew	\$	250.00	Day
17	Buck & Rail Fencing Install - Minimally Sloped	\$	34.87	LF
18	Buck & Rail Fencing Install - Moderately Sloped	\$	45.18	LF
19	Buck & Rail Fencing Install - Extremely Sloped	\$	68.20	LF
20	Buck & Rail Fencing Uninstall - Minimally Sloped	\$	13.75	LF
21	Buck & Rail Fencing Uninstall - Moderately Sloped	\$	25.66	LF
22	Buck & Rail Fencing Uninstall - Extremely Sloped	\$	40.88	LF
23	Post & Rail Fencing Install - Minimally Sloped	\$	32.33	LF
24	Post & Rail Fencing Install - Moderately Sloped	\$	43.22	LF
25	Post & Rail Fencing Install - Extremely Sloped	\$	64.11	LF
26	Post & Rail Fencing Uninstall - Minimally Sloped	\$	8.99	LF
27	Post & Rail Fencing Uninstall - Moderately Sloped	\$	17.89	LF
28	Post & Rail Fencing Uninstall - Extremely Sloped	\$	46.47	LF
29	Mobilization - 3 Person Crew	\$	225.00	Day
30	Mowing	\$	93.68	HR
31	String Trimming	\$	75.41	HR
32	Brush Cutting	\$	75.41	HR
33	Mobilization	\$	200.00	Day
34	Co-Design with DougCo Representative	\$	90.68	HR



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NEW DOUGLAS COUNTY TRAIL CONSTRUCTION

Assessment

The new trail construction consists of building a new path through untouched cross slope, vegetation, trees. Before construction, we appraise the clients' wants and needs. Sustainability, safety, and user type/experience are all evaluated. Next, we rate the different site variables, which can include but are not limited to slope/topography, soil type, aspect/exposure, vegetation type/density, geology, unforeseen conditions as of bedrock, large rocks underneath the topsoil and areas of interest. If this is trail-related construction, there may be unforeseen obstacles or circumstances that could delay or add time and material to the project. If unforeseen obstacles or circumstances arise, extra costs could be incurred for which the Customer shall be responsible.

Construction or SOW

Trail construction for non-motorized use, constructed for equestrian, pedestrian and bicycle use only. All trails will be constructed with sustainability and safety as our primary goal. Our secondary goal is to meet the desire and the objectives set by OSNR (Open Space and Natural Resources) managers and resource officers. Our third goal is to enhance the users' experience and time they spend outside on the county's public open space.

1. Building our trails to sustain heavy use and erosion by building grade reversal structures large and contouring with the topography accordingly to shed water and act as "self-cleaning." Self-cleaning trails consist of grade reversals, rollers (enlarged water bars), every 75-100LF. We design and construct these drainages with the natural, existing water ology. We follow the half rule, if the side slope is 20% the trail linear grade must be less than half (10%) for the water to run across the trail and not with the trail. Trail tread should consistently be out sloped between 3-5%. This outslope percentage can change on diverse types of trails, depending on the intentional users and its location.
2. Working closely with OSNR managers and resource officers to achieve their goals for each open space. Timberline is a contractor that listens to and appreciates what our customers have to say and their overall objectives. Understanding what your customer's vision is for the project is key to having a mutual understanding of what the customer needs. TTC (Timberline TrailCraft) will achieve these goals by being good builders. Here at Timberline, we were taught to have two big ears, two big eyes, and one small mouth. We listen two times more to the people we surround ourselves with, two times more than we talk. We have two big eyes to look at all the different viewpoints coming from the customer, the user, contractor, which helps us become better stewards of the land.
3. Timberline Trailcraft (TTC) has over 50 years of trail experience between our 3 current managers, who have worked all over the state, the country, and the world. Timberline TrailCraft members have worked 5 years together in Douglas County on maintenance and new construction to give each park individual attention and care based on equestrian, hiking, and biking experience. Initial trail construction: design, corridor clearing, tread cut, backslope, rake down, and finishing touches.



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- **Design** – Walking through the entire site to see what are points of interest, points to avoid, from the start to end goal. Designing a sustainable, self-cleaning trail throughout the property. We use bright flagging, pin flags, and GPS alignments to find the most entertaining path, striking a balance between sustainability and enjoyable user experience. Marking switchbacks/climbing turns with 2 ribbons/flags to notify our customers and our crafters that this area is intended for a turn. Once we have a final alignment flagged and GPS we will ask for approval from the customer.
- **Corridor Clearing** – Once we have an approved trail alignment from the customer, we will start cutting shrubs, trees, and dead vegetation from the trail corridor width, as requested by the customer. All trees, branches, and dead limbs will be removed from the corridor and placed in a more natural looking manner downhill of the trail alignment. We will leave some flagging from the alignment for a better perspective for the customer and the trail builders. Corridor clearing ensures that the equipment coming through will not place false tread or dirt piles on top of branches or bushes, leaving a good full bench trail tread to walk on. If Douglas County ever has too many limbs and branches, Timberline can bring it back to our headquarters and recycle all of it into mulch.
- **Tread Cut** - we have multiple machines come through to give the hand laborers the least amount of work and for efficiency. Typically, we use a dozer first, it has a 6-way blade to cut and push dirt to where needed, cutting in proper drainages every 75-100 linear feet. Keeping a consistent outslope typically from 3-5% throughout the tread, to keep the water sheeting across. Usually, an excavator comes next to reach up and down to clean up what the dozer has left behind. Its job is to clean up the backslope to a proper slope for water to run from the top of the new cut trail to the bottom of the trail. Any big amount of dirt piles that will need to be addressed will be taken care of by this machine, to create a good clean worksite for hand laborers to finish.
- **Backslope** – After the machines come through the hand crew comes in to start the final changes. It is best to work from the top down, starting with the backslope. We need to clean up the backslope first because gravity overtime will pull down any extra material or loose rock onto the trail tread so get it out of the way first. Over time it will crumble and reduce the trail width, by removing any unstable rocks, large roots sticking out into the corridor area, and excess loose dirt from falling onto the tread. Once this step is completed, we then rake off all the excess stuff down off the tread and the critical edge to ensure that the sheet flow of water will come across the trail and not down the trail.



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- **Rake Down** – Cleaning off the critical edge of the downhill portion of the tread. This is a crucial step to ensure water does not run down the trail and ruin the trail. We will rake down all the dirt and vegetation by machine or by hand. We want to show a defined edge of where the trail ends side to side. Sometimes we will place boulders or logs to make certain where the trail alignment intends to be. Creating a natural looking trail that has been here for years.

 - **Finishing Touches** - Throughout these steps, some roots, rocks, branches can appear in the backslope, tread or corridor we missed. We take the time to go back through and make sure we have finished the job 100% before moving forward while the tools we need are still at hand.
-
- 1. New Trail Construction – Easy**
 - a. Trail to be constructed 60” with contour design.
 - b. \$5.51 Per Linear Foot
 - c. Able to create sufficient drainage throughout the whole trail distance.
 - d. Enough outslope, minimal rocks, minimal vegetation/trees

 - 2. New Trail Construction – Moderate**
 - a. Trail to be constructed 60” with contour design.
 - b. \$6.14 Per Linear Foot
 - c. Steeper side slope, moderate number of rocks and vegetation/trees
 - d. Able to create proper drainage with minimal barrow pits.

 - 3. New Trail Construction – Difficult**
 - a. Trail to be constructed 60” with contour design
 - b. \$7.62 Per Linear Foot
 - c. Flat and must create drainage to create a self-cleaning trail/barrow pit.
 - d. Bedrock, heavily forested





TRAIL MAINTENANCE

Assessment

Trail maintenance is assessed differently than new construction. Trail maintenance begins after we evaluate all the areas that could be problematic. Drainage issues, width (60"?) vegetation in the tread (the middle of the trail), user erosion (is the trail an equestrian trail and is not built correctly)? corridor or tread width. We need to determine what is beneficial about this trail. Are the problems going to keep coming if the trail remains in the same alignment? Is there a reroute option to create a self-cleaning trail? If not, do we need to rock armor the trail to help the erosion problem? What is the most sustainable correction we can apply for this section of trail?

Construction or SOW

Trail maintenance for non-motorized use. Maintained for equestrian, pedestrian, and bicycle use. All trails will be maintained with sustainability and safety as our primary goal. Our secondary goal is to meet the goals and objectives set by OSNR managers and resource officers. Our third goal is to create sustainable, long-term solutions for erosion and maintenance problems. Maintaining old trails is sometimes more difficult than creating new trails. A sustainable reroute is always our first recommendation to a fall line, poorly designed, unsustainable trail. It creates a new and exciting self-cleaning trail to an unfamiliar place on your same property that not too many people have seen before. Creating new trail path gives us material to reclaim the older, unsustainable trail and give it a chance to regrow. Trails through covid times and horses walking side by side have created braiding over the years. That tells us, in Douglas County there are more users who would enjoy wider trails to walk or ride next to each other. Braiding is easy in some areas, except for flat areas. If there is a side slope with braids, it should clean up very nicely with minimal work hours.

We will achieve these goals by

1. Maintaining your trails to sustain heavy use and erosion by creating better drains to keep the water off the trail instead of on the trail, we want to create a "self-cleaning" trail. Water runs across the designated drains instead of pushing all the material to the next low point in the trail, over time.
2. Working closely with OSNR managers and resource officers to achieve their goals for each open space. We understand that there are multiple users recreating on these trails, all throughout the year, rain, shine, or even snow. We understand the heavy erosive impacts horses have on trails. One example is it is hard for them to go down steep sections time after time by how their anatomy is. This leads to deep erosion holes throughout the tread. To mitigate this issue, we would build a large, gradually sloping grade reversal to ease the horses stress and erosive footprint. We are here to help create solutions for the users, OSNR and the trail systems.



3. Use Trailcraft's experience to provide long term solutions for erosion, drainage, braiding, widening, and designing. It is important to implement that most of these eroded trails are old ranch roads that were not designed at all, especially not for sustainability. Maintaining these trails is just putting a band aid on something that was not ever going to work for long-term goals outdoor recreation users. The sooner we create a solution, the better the impact will be on everyone.

Trail maintenance construction is the removal of vegetation in the tread, widening the tread OR removing braiding, adding drainage or "self-cleaning" drains, responsibly cleaning the spoils.

- Removal of Vegetation – There are usually 1 to 2 grass braids on certain trails, sometimes even four to 5 braids over time from users using a different path to usually stay out of the mud. Depending on the width of the trail will determine the width of machine we bring out. All equipment will effectively remove the vegetation and leave as much material as possible to re-grade the tread.
- Widening Tread - The OSNR desired width will determine what machine we will mobilize to the jobsite to widen the tread. We will push or pull the extra organics or soil, from the uphill or the critical edge side of the trail. That will widen the trail to Douglas Counties requirements.
- Installing Self Cleaning Drains - Water needs to be off the trail every 75-100 Linear Feet (most cases) this ensures the water will leave the trail instead eroding the trail. The drain, roller, grade reversal will create a diversion of flowing water off the lower side of the trail. The vegetation will be removed and placed off the trail near the drain, to allow the machine operator to excavate proper soil. This soil will help to fill in the high point of the diversion structure to ensure proper water drainage. Once the equipment operator gets the clean soil onto the trail tread, we either track compact the new soil or smooth pack with the excavator bucket. We want to compact as well as we can to visually see how well the roller/diversion will help divert water. When the tread and soil anchor is compacted, we can start on our final shape of the drain. We ensure that the water will have a clear passage out into the designated drain area.
- Cleaning up- After it is all shaped up and drains correctly, we will take the organic material we set aside earlier from the drain and add it to the areas most needed. We will bring some big anchor points (rock branches) to ensure that people stay on the correct side of the trail.



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Douglas County Trail Maintenance Bid

4. Trail Maintenance – Easy

- a. Some drainage cut the critical edge.
- b. Widen everything that is not 60.”
- c. \$4.36 Per Linear Foot

5. Trail Maintenance – Moderate

- a. Little to no drainage
- b. Widen everything that is not 60.”
- c. \$5.73 Per Linear Foot

6. Trail Maintenance – Difficult

- a. Absolutely no drainage
- b. Widen everything that is not 60.”
- c. \$6.47 Per Linear Foot





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NEW ROCK ARMORING/DIVERSION STRUCTURES

Assessment

New rock armoring/diversion structures for non-motorized use. Constructed for equestrian, pedestrian, and bicycle use. All rock structures will be constructed with sustainability and safety as our primary goal. Our secondary goal is to meet the goals and objectives set by OSNR managers and resource officers. Our third goal is to create sustainable, long-term solutions that require rock armoring/diversion structures that meet the requirements of the user base. Our fourth goal?

We will achieve these goals by

1. Building our rock armoring/diversion structures to sustain heavy use and erosion by building a sustainable quality product. Wall, armoring, check dam, culvert etc.
2. Working closely with OSNR managers and resource officers to achieve their goals for each open space to identify the need for new rock armoring/diversion structures.
3. Use Trailcraft's experience to provide long-term solutions by building the appropriate rock structure for the erosive/sustainability problem.

7. New Rock Armoring/ Diversion Structures – Easy

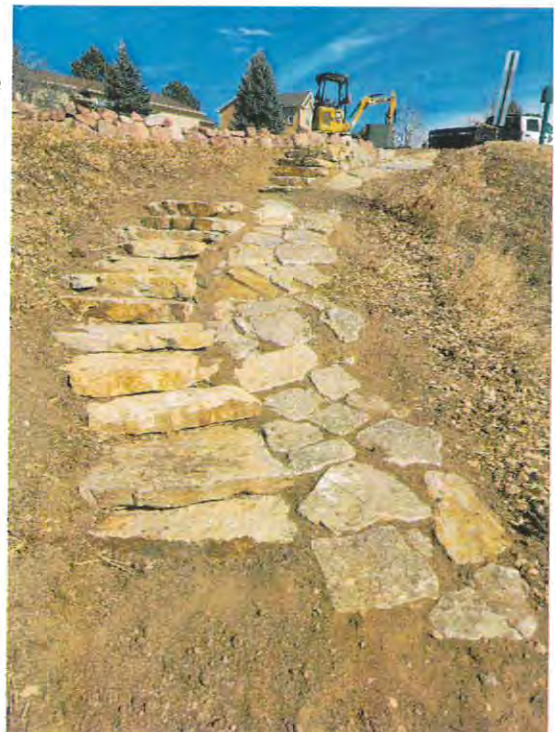
- a. \$16.42 Per Square Foot

8. New Rock Armoring/ Diversion Structures – Moderate

- a. \$35.60 Per Square Foot

9. New Rock Armoring/ Diversion Structures – Difficult

- a. \$44.50 Per Square Foot





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MAINTAINING ROCK ARMORING/DIVERSION STRUCTURES

Assessment

Maintaining Rock structures for non-motorized use. Maintained for equestrian, pedestrian, and bicycle use. All rock structures will be maintained with sustainability and safety as our primary goal. Our secondary goal is to meet the goals and objectives set by OSNR managers and resource officers. Our third goal is to maintain the existing rock armoring or diversion structures to ensure long-term sustainability or adjust the structure for adequate drainage/ability to self-clean. Our fourth goal?

We will achieve these goals by

1. Building our rock armoring/diversion structures to sustain heavy use and erosion by building a sustainable quality product. Wall, armoring, check dam, culvert etc.
2. Working closely with OSNR managers and resource officers to achieve their goals for each individual open space to identify the need of new rock armoring/diversion structures.
3. Use Trailcraft's experience to provide long-term solutions by building the appropriate rock structure for the erosive/sustainability problem.

10. Maintaining Rock Armoring/ Diversion Structures – Easy

- a. \$13.00 Per Square Foot

11. Maintaining Rock Armoring/ Diversion Structures – Moderate

- a. \$26.00 Per Square Foot

12. Maintaining Rock Armoring/ Diversion Structures – Difficult

- a. \$32.50 Per Square Foot





TRAIL RECLAMATION

Assessment

Trail reclamation for closure of existing trails for regrowth and restoration, closed and reclaimed for landscape restoration. Any trail or existing path identified by OSNR management will be decommissioned, de-compacted and closed.

Timberline Trailcraft will close and reclaim trail according to, but not limited to, the descriptions below:

1. Difficulty of access – if a user cannot easily walk, hike, bike or mobilize across the former trail it will have a better chance of reclamation. We use a “honeycomb” style of reclamation for this exact reason.
2. Decompaction and soil health- Over time trails compact the soil levels and make it difficult for vegetation to grow. Decompaction helps the soil restore its “O” layer or the organic layer. This also brings up lost nutrients in the soil.
3. Visual barrier – this type of reclamation or closure shows the user a visual barrier making it unappealing. This paired with fencing and an educational sign is the best solution for a successful reclamation.
4. If seeding is required TrailCraft will work with OSNR staff to properly seed reclaimed areas
5. If any corridor has been cut in the area it will be stashed upon the end of the closure closest to the nearest trail to add an additional barrier.

13. Trail Reclamation – Easy

- a. \$1.38 Per Linear Foot
- b. Machine and equipment easily accessible
- c. A small amount of material needed to be moved to properly reclaim the trail.

14. Trail Reclamation – Moderate

- a. \$2.01 Per Linear Foot
- b. Machine and equipment accessible, slight slope, more terrain, and some vegetation
- c. A moderate amount of material needed to be moved to properly reclaim the trail.

15. Trail Reclamation – Difficult

- a. \$3.29 Per Linear Foot
- b. Machines and equipment are accessible, but machines and equipment move slower due to steep side slopes, difficult terrain, dense vegetation.
- c. Substantial amounts of material needed to be moved to properly reclaim the trail.



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PLANNING AND DESIGN

TrailCraft will work with OSNR staff to plan and design maintenance solutions on site. It may be required to coordinate with OSNR staff on designing reroutes for long-term solutions of historically troubled sections of trail. If historic braiding and erosion have been occurring a trail reroute will be necessary.

Because the trail has been braided into four sections this needs to be rerouted for a more sustainable solution. With planning and design TrailCraft will work with OSNR staff to design a solution on site.

34. Co-Design with DougCo Representative

- a. \$90.68 Per Hour
- b. One TrailCraft Project Manager will assist a Douglas County representative in organizing and planning new trails/re-routes.





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LIST OF TOOLS, MACHINERY & EQUIPMENT

Machinery list	Machinery attachment list		
Equipment Name	Width of machines		
Trail Dozers			
Sweco 480 Dozer	60" width Trail Dozer		
Sutter 300 "LIL GREEN" Dozer	30" width Trail Dozer		
Sutter 300 "LIL RED" Dozer	30" width Trail Dozer	36in grading bucket with 30-degree swivel	
		Silent Hammer 950 (jack hammer attachment)	
Excavators	Width	able to rent a jack hammer attachment	
IHI 17VXE Excavator	3-4'	38" Grading bucket	Ripper Tooth
Bobcat E10 Excavator	26-36"	1' Bucket 3 No Changeable Teeth	
CAT 301.7	39"-50"	Ripper Tooth	Thumb
CAT 301.7	39"-50"	Ripper Tooth	Thumb
CAT 300.9	26"-36"	18in Bucket	
Bobcat E26	4'	270 Swivel Attachment	Ripper Tooth
Bobcat E35	5'	24" Bucket 4 Teeth	Ripper Tooth
Kubota KX80	8'	4-way Blade	
Kubota KX80	8'	Engcon 360 Rotation	10 multiple attachments
Hauling Material Equipment			
TracHorse MHPU455 Dirt Flinger	Broadcasts dirt and rocks 10-50 feet up or down hill		
Canycom S160	Hauls 2,000lbs of Material or Tools		
Canycom BFP602	Hauls 1000lbs of material or tools		



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Personal Vehicles	
Rokon Trail Bike	Transportation
Rokon Trail Bike	Transportation
Yamaha TW125 Trail Bike	Transportation
Christini Trail Bike	Transportation

Equipment List	Hand tool List	Quantity
Little Beaver auger	Poly Rake 24"	2
Bobcat Excavator to Skid attachment adapter	Rock Rake 18"	14
skid loader auger attachment	Groundskeeper Rake 24"	2
8" - 24" Augers	Wire Leaf Rake	7
Orange Plate Compactor	Pulaski	7
Chainsaws	Loop Hoe	4
Dewalt Sawsall	Pitchfork	6
Dewalt chainsaws	Rogue Point	2
Dewalt circular Saw	No Brake Rake	4
Dewalt rotary hammer drill	McCloud	12
Dewalt impact	Spade Shovel	11
Dewalt Drill	Flathead Shovel	6
Dewalt Grease Gun	5 Gal Bucket	2
	Hand Saws	7
	Large loppers	10
	Hand loppers	2
	Pole Saw	2
	Large Sledge	5
	Rock Hammer kit	3
	Rogue Hoe	4
	Pickmatic	9
	Flat Tamper	2
	Splitting sledges	3



UNFORSEEN SCOPE OF WORK

TrailCraft is willing to take on special projects with OSNR staff. TTC is highly skilled in specialty projects aiding parks staff complete difficult but needed projects. There may be unforeseen obstacles or circumstances that could delay or add time and material to the project. If unforeseen obstacles or circumstances arise, extra costs could be incurred for which OSNR shall be responsible. Trailcraft is willing to negotiate fair business with OSNR and will be transparent with cost for any unforeseen projects.

Some examples may include but are not limited to an extremely washed-out trail with a 3-6' erosion ravine that requires 150 tons of material to be delivered and installed to fix the erosion issue, or a large piece of machinery needs to be utilized (road grader, dozer, large 80 horsepower excavator), or a culvert needs to be installed with rock armoring and check dams.

More examples available upon request

MOBILIZATION

Mobilization is broken down into Fuel, Transportation, Site Preparation (equipment/tools loading and unloading, material loading and unloading etc.)

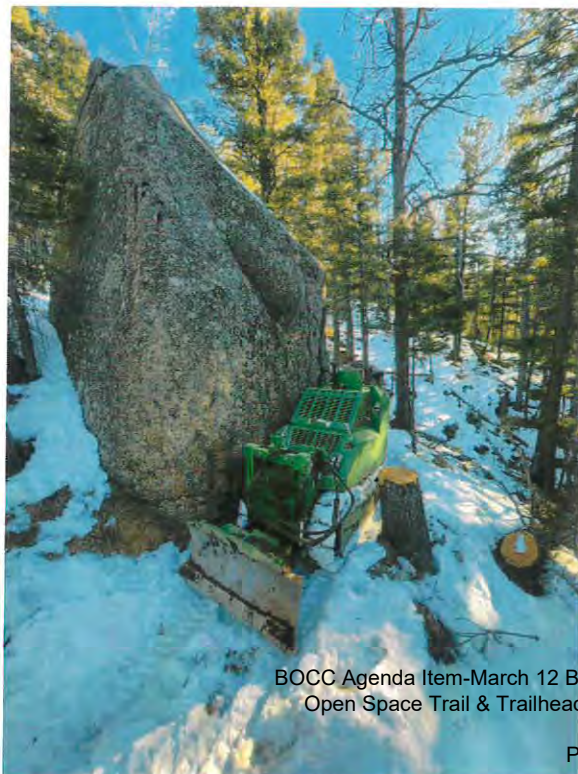
Fuel- \$50	Crew of 2 - \$55
Transportation - \$50	Crew of 3 – \$82.50
Site Prep - \$40	Crew of 4 - \$110

Mobilization Total cost

#33. Crew 2 - \$200

#29. Crew 3 - \$225

#19. Crew 4 - \$250





BUCK AND RAIL FENCING INSTALL

Assessment

Buck and rail fencing will be installed on a Time and Materials (T&M) basis. Locations of buck and rail fencing will be determined by OSNR and installed by Timberline Trailcraft. Buck and rail fencing will be placed along trails/trailheads to keep visitors on the designated trails.

- 1) Timberline Trailcraft will work with the OSNR on a Time and Materials (T&M) basis.
- 2) Timberline Trailcraft will provide the OSNR with buck and rail fencing materials and layout options to choose from.
- 3) All buck and rail fencing priced by linear foot.
- 4) Locations of buck and rail fencing will be determined by OSNR.
- 5) Timberline Trailcraft will place and assemble buck and rail fence according to, but not limited to, the descriptions below:
 - a) The fence will be constructed in a manner that does not create a safety hazard. Two posts will be screwed to one another at least 12 inches from the top of both posts to form an A-Frame formation. Along with this, a tie will be screwed into both posts 12 inches from the end of each post.
 - b) Bucks will be raised in the upright and level position. A top pole will be placed in the upper "V" of the bucks and screwed into the post of the assembled bucks in which the top pole lays.
 - c) Once the first buck and rail section (2 Bucks and 1 Top Pole) is standing an additional section will be added and so on. The top pole on all sections shall be placed in the "V" of the buck and screwed into position with at least 6 inches of overlap between each top pole. Buck and rail sections with a top pole secured.
 - d) Once the fence stands, a single diagonal brace pole must be added for rigidity. On the level ground, a single diagonal brace pole should be added to every other section or as directed by OSNR.



- e) Once the single diagonal brace pole has been added in the appropriate locations, the remainder of the poles can be attached to the bucks. In addition to the top pole and single diagonal brace pole, two poles will be placed on the trail side of the bucks. At the end of each complete buck and rail fence section and when applicable, three diagonal brace poles shall be attached to the last remainder buck in a pyramidal formation to serve as extra stability.

There may be unforeseen obstacles or circumstances that could delay or add time and material to the project. If unforeseen obstacles or circumstances arise, extra costs could be incurred for which OSNR shall be responsible.

16. Buck and Rail Fencing Install – Minimally Sloped

- a. 0-15% slope
- b. \$34.87 Per Linear Foot
- c. Soil- little to no rock or root
- d. Machine accessible
- e. Fencing material easily mobilized to installation site.
- f. Little to no vegetation needs to be cleared for installation.

17. Buck and Rail Fencing Install – Moderately Sloped

- a. 15-30%
- b. \$45.18 Per Linear Foot
- c. Some rock and/or some roots
- d. Machine accessible
- e. Fence material can be mobilized and able to stash/prep.
- f. Some vegetation can be present needing to be cleared before installation.

18. Buck and Rail Fencing Install – Extremely Sloped

- a. 30-45%
- b. \$68.20 Per Linear Foot
- c. Little to no soil, a lot of rock, some boulders, a lot of roots
- d. Little to no Machine accessibility requiring longer distance of travel.
- e. Fencing material needs to be mobilized a long distance, or it's difficult to mobilize.
- f. Some or a lot of vegetation can be present needing to be cleared before installation.



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BUCK AND RAIL FENCING UNINSTALL

Assessment

Buck and rail fencing will be uninstalled while taking the utmost care to reuse the material. We will work with OSNR staff to meet the goals and objectives of removing and reusing the fencing material.

19. Buck and Rail Fencing Uninstall – Minimally Sloped

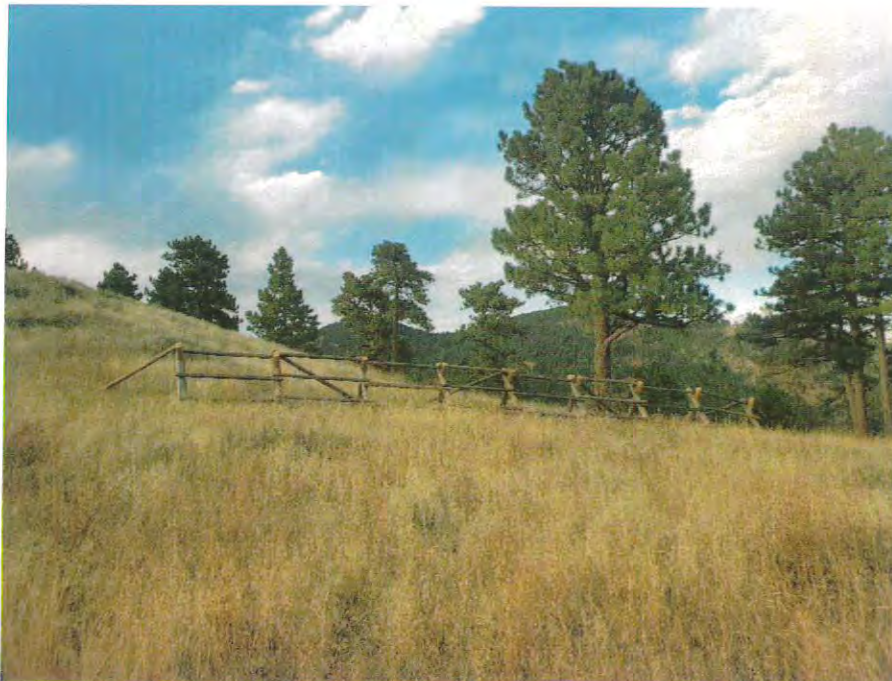
- a. 0-15%
- b. \$13.75 Per Linear Foot
- c. Soil- little to no rock or root
- d. Machine accessible

20. Buck and Rail Fencing Uninstall – Moderately Sloped

- a. 15-30%
- b. \$25.66 Per Linear Foot
- c. Some rock and/or some roots
- d. Machine accessible

21. Buck and Rail Fencing Uninstall – Extremely Sloped

- a. 30-45%
- b. \$40.88 Per Linear Foot
- c. Little to no soil, a lot of rock, some boulders, a lot of roots
- d. Not machine accessible.
- e. Hand tools required.





POST AND RAIL FENCING INSTALL

- 1) Timberline Trailcraft will work with OSNR on a Time and Materials (T&M) basis.
- 2) Timberline Trailcraft will provide OSNR with post and rail fencing materials and layout options to choose from.
- 3) All post and rail fencing priced per linear foot.
- 4) Locations of post and rail fencing will be determined by OSNR.
- 5) Timberline Trailcraft will place and assemble post and rail fence according to, but not limited to, the descriptions below:
 - a) The 6.5-foot posts will be ordered with pre-cut holes for round rails.
 - b) A fence line will be laid out and post spacing will be determined by the 6-foot round rails.
 - c) Post holes will be dug out to a depth of no less than 42 inches. At least 6 inches of the post hole will be backfilled with construction aggregate to reduce the bottom of the post from rotting over time.
 - d) Set the end post with the rail holes in the direction of the fence line in the hole and begin to backfill and tamp while keeping the post plumb (Figure 7).
 - e) Once the end post has been set, place the end of three rails into the three holes of the set post. Rails can be secured by screws or nails for better security.
 - f) Dig the next post hole for the second post in the same manner as the first hole.
 - g) Place the second post into the hole.
 - h) Insert the unsecured end of the three rails into the three holes of the newly set second post.
 - i) Once the position of the second post and rails are correct, begin to backfill and tamp the second post while keeping the post plumb.

There may be unforeseen obstacles or circumstances that could delay or add time and material to the project. If unforeseen obstacles or circumstances arise, extra costs could be incurred for which OSNR shall be responsible.

22. Post and Rail Fencing Install – Minimally Sloped

- a. 0-15%
- b. \$32.323 Per Linear Foot
- c. Soil- little to no rock or root
- d. Easily Machine accessible.
- e. Easy fence material mobilization and able to stash/prep.
- f. Little to no vegetation



23. Post and Rail Fencing Install – Moderately Sloped

- a. 15-30%
- b. \$43.22 Per Linear Foot
- c. Some rock and/or some roots
- d. Machine accessible
- e. Fence material can be mobilized and able to stash/prep.
- f. Some vegetation can be present needing to be cleared before installation.

24. Post and Rial Fencing Install – Extremely Sloped

- a. 30-45%
- b. \$64.11 Per Linear Foot
- c. Little to no soil, a lot of rock, some boulders, a lot of roots
- d. Machines are accessible in little to no areas.
- e. Hand tools may be required to auger holes.
- f. Some vegetation is present needing to be cleared before installation.

POST AND RAIL FENCING UNINSTALL

Buck and rail fencing will be uninstalled while taking the utmost care to reuse the material. We will work with OSNR staff to meet the goals and objectives of removing and reusing the fencing material.

25. Post and Rail Fencing Uninstall – Minimally Sloped

- a. 0-15%
- b. \$8.99 Per Linear Foot
- c. Soil, little to no rock
- d. Material is in decent shape and can be reused.
- e. Little to no vegetation needs to be cleared before removal.
- f. Easy fencing material mobilization

26. Post and Rail Fencing Uninstall – Moderately Sloped

- a. 15-30%
- b. \$17.89 Per Linear Foot
- c. Some rock and/or some roots
- d. Some vegetation is present needing to be cleared before removal.
- e. Fencing material can be mobilized but takes longer to move.

27. Post and Rail Fencing Uninstall – Extremely Sloped

- a. 30-45%
- b. \$46.47 Per Linear Foot
- c. Little to no soil, a lot of rock, some boulders, a lot of roots
- d. Some vegetation is present needing to be cleared before removal.
- e. Fencing material needs to be mobilized a long distance, or it is difficult to mobilize.



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FENCE MOBILIZATION

Mobilization is broken down into Fuel, Transportation, Site Preparation (equipment/tools loading and unloading, material loading and unloading etc.)

Fuel- \$50	Crew of 2 - \$55
Transportation - \$50	Crew of 3 - \$82.50
Site Prep - \$40	Crew of 4 - \$110

28. Fence Mobilization Total cost

- #33. Crew 2 - \$200
- #29. Crew 3 - \$225
- #19. Crew 4 - \$250





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MOWING

Mowing 2.5' on each side of the trail from the center of the tread. If any vegetation is present in the tread this will be mowed. All vegetation will be mowed no less than 3.0" and no more than 4.0."

29. Mowing \$93.68 Per Mile

- a. Minimal vegetation is one pass with the mower to achieve all vegetation no less than 3.0" and no more than 4.0."
- b. Mowed 2.5' on each side of trail.
- c. If vegetation is present in the middle of the trail, it will be mowed in its entirety.

STRING TRIMMING

String trimming will be used around parking lots, Porta-potties, kiosks, picnic tables and/or benches, and picnic shelters. Some string trimming may be needed around horse obstacles or courses. All vegetation will be no less than 2.0" and no more than 3.0."

30. String Trimming - \$75.41 Per Hour

- a. Structures, including but not limited to, benches, picnic tables, kiosks, picnic shelters, fencing around the parking lot, horse obstacles and course will be string-trimmed around the entirety of the structure(s)
- b. Cut to no less than 2.0" and no more than 3.0."

BRUSH CUTTING

Brush cutting will be primarily used where the mowing operations cannot access OR the mower is not able to mow. All brushes will be flush cut no more than 2.0."

31. Brush Cutting - \$75.41 Per Hour

- a. 35' Per Minute
- b. Brush or woody vegetation
- c. Gamble Oak, Mountain Mahogany, etc.

TRAILHEAD AND TRAIL MOWING MOBILIZATION

Mobilization is broken down into Fuel, Transportation, Site Preparation (equipment/tools loading and unloading, material loading and unloading etc.)

Fuel- \$50

Transportation - \$50

Site Prep - \$40

Crew of 2 - \$55

Crew of 3 - \$82.50

Crew of 4 - \$110

Trailhead and Trail Mowing Mobilization Total Cost

#33. Crew 2 - \$200

#29. Crew 3 - \$225

#19. Crew 4 - \$250



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J. Mandatory Requirements

1) Timberline TrailCraft Description

Timberline TrailCraft, LLC was established in 2019 and is a current member in good standing with the Professional Trail Builders Association (PTBA). The company may have been established four years ago; however, we have 50 plus years of professional, natural surface trail: design, construction, and master planning experience including maintenance of. TrailCraft was born of a powerful partnership between Timberline Landscaping, Est 1982 and Tony Boone Trails, Est 2010. TrailCraft employs sustainable trail building practices such as those documented in IMBA's Trail Solutions, BLM's Guidelines for a Quality Trail Experience and USDA's Trail Construction and Maintenance Notebook. TTC also adheres to the Best Management Practices (BMPs) with the Volunteers for Outdoor Colorado (VOC) Crew leader Manual and the 2010 Americans with Disabilities Act (ADA) guidelines where applicable.

2) Location of office/ Key Staff Contacts

Timberline TrailCraft is located at the main office of Timberline One at 8110 Opportunity View, Colorado Springs, CO 80939. All contacts below can be contacted during business hours and are authorized to discuss matters related to this contract.

Judd Bryarly - Chief Executive Officer, Timberline One

8110 Opportunity View, Colorado Springs, CO. 80939

(719) 638-2421 direct

Jbryarly@timberlineone.com

Tony Boone – Business Development Specialist, Timberline TrailCraft

8110 Opportunity View, Colorado Springs, CO. 80939

(719) 221-3421 Mobile

tboone@timberlinetrailcraft.com

Colton Emick – Project Manager, Timberline TrailCraft

8110 Opportunity View, Colorado Springs CO

(719) 491-3677 mobile

cemick@timberlinetrailcraft.com

Elias Wilcox – Project Manager, Timberline TrailCraft

8110 Opportunity View, Colorado Springs CO

(719) 660-5850 mobile

ewilcox@timberlinetrailcraft.com



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3). KEY INDIVIDUALS AND EMPLOYEES



Colton Emick

Project Manager, Timberline TrailCraft, LLC

Colton Emick is an experienced trail builder, project manager, and landscaper. Driven by his family name, Colton takes pride in every trail he steps foot on and provides the best service needed to get the job done.

With over 33 trails completed, including the massive Manitou Incline renovation and the Anemone Hill trail construction project with City of Boulder Mountain Parks and Open Space, Colton has his hands involved in every part of each job. Currently, he is the Project Manager for Timberline TrailCraft's Red Rock Canyon Open Space located in Colorado Springs, CO.

Colton enjoys all aspects of trail craft. From designing trail routes, to picking out each boulder, and digging the trail himself, Colton replenishes trails all over Colorado. He has gained considerable experience successfully managing large, complex trail projects of this magnitude. Colton has grown a large skill set which includes a seasoned mini excavator operator, certified skid loader operator, dozer certified, heavy equipment certified, has managed many helicopter drops, and has completed courses through the Professional Trail Builders Association.

Education:

Pikes Peak Community College, Colorado Springs, CO

Certifications:

Class A - CDL Certified

CPR & First Aid Certified

PTBA Dozer Certified

Skid Loader Certified

Heavy Equipment Certified

Furthering education with new leadership trainings

Notable Works:

- Anemone Hill Trail - Boulder, CO (January 2020 - March 2022)
 - Rebuilt, designed, and constructed six miles of natural surface trail with the objective of creating an easy and fun, family-oriented sustainable trail system for hikers, runners, and joggers.
 - Performed multiple helicopters drops with boulders and equipment.
- Metzler Open Space - Castle Rock, CO (March 2022 - May 2022)
 - Project manager, partial machine operator, built several miles of blue rated bicycle-multi use trails, for all sorts of ages.
- Frontenac & Druid Mine Trail (June 2019 - October 2019)
 - Project Manager Lead Equipment operator built a little over a mile of difficult hiking trail. All native stones were found on site. Multiple staircases, climbing roughly 700 vertical feet in elevation. Some stone steps weighing up to 2,000lbs!
- Little Jerusalem Badlands State Park (April 2019 - June 2019)
 - Crew Leader and lead equipment operator built a mile of ADA approved, aggregate surface trail. Installed several culverts so the trail would not wash out.
 - Newest state Park in Kansas, near Oakley, KS.
- East Shore Trail (July 2018 - August 2018)
 - Crew Leader, Lead Equipment Operator. Felled over 2000 hazardous trees, and removed from the trail safely for our crew and users for years to come.
 - First implemented bike trail in the Rocky Mountain National Forest.
- Mason Trail South Slope (June 2012 - November 2012)
 - First multi-use trail I was ever apart of beginner equipment operator with trail work. Roughly 5 miles long 3 bridges built, easy to extreme terrain. All located on the south slope of Pikes Peak.





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Elias Wilcox

Project Manager, Timberline TrailCraft, LLC

Elias was born in Colorado Springs and grew up all over Colorado. He has over 8 years of experience in outdoor recreation, spending one year with Colorado Springs TOPS, and 6-7 years with Singletrack Trails.

Education:

UCCS,
Colorado Springs, CO

With a Bachelor of Arts and Science in Geography and Environmental Studies from UCCS, Elias loves building all aspects of trails giving both the client and community a great product and experience. Being able to develop a great relationship with clients, coworkers and trail users is what makes him happy doing this job. He particularly enjoys teaching the ins and outs of natural science on the trail and all of the technical skills (how to run machinery, manage people, chainsaw skills, rock work etc).



Notable Works:

- Fisher's Peak State Park - Trinidad, CO
- Staunton State Park - Pine, CO
- Black Mountain - Evergreen, CO
- Colorado Mountain College Trails - Glenwood Springs, CO
- Lori Cohen 5k Trail UCCS, Colorado Springs, CO
- Lake Moraine Trail - Pike's Peak, CO
- Oxbow Nature Park - Loveland, CO
- Sandstone Ranch Open Space - Larkspur, CO
- Red Rock Canyon Open Space - Colorado Springs, CO





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In addition to Colton's professional trails experience Colton brings a rich family history of cattle ranchers and equine husbandry. Colton's family currently raises around 800 head of cattle and have raised around 100 hundred horses throughout our whole family. In 2018 the XS Ranch recently celebrated 100 years of ranching in Southeastern Colorado. Ranch work and horse ownership has crafted Colton's keen trail building experience and allows him to bring an equestrian's experience to the trail. Douglas County has a large equestrian user base and having an experienced equestrian benefits the safety concerns and practices of the equestrians in the region. Knowing the erosive impacts of horses enhances the style and techniques of work being maintained or constructed. While all users have erosive impacts, equestrians have a larger footprint. Colton brings a higher knowledge of the sustainability of trails where horse users frequent.

Elias worked in Douglas County Open Spaces between 2017-2022 working with OSNR staff to assess and maintain Trails and Open Spaces. Worked on most open spaces providing maintenance techniques and strategies creating sustainable, self-cleaning trail structures and features. Managed crews to ensure the upmost quality of work. Constructed the new Sandstone Ranch Open Space working with OSNR staff to bring the vision and needs of a new open space. Maintained the majority of open spaces at Douglas County (Dawson Butte Ranch, Glendale Farm, Hidden Mesa, Lincoln Mountain, Sharp-tail Ridge and Spruce Mountain Open Space and Trail).





4) General Requirements

Timberline TrailCraft understands all of the following requirements with Trail Standards/Bids, Buck & Rail and Post & Dowell (Rail) Fencing Construction Standards/Bids, and Trailhead and Trail Mowing Standards/Bids. We have provided detailed information and pricing in the assessments, SOW (Scope of Work), and Descriptions above.

5) Timberline TrailCraft Above and Beyond

Timberline Trailcraft is an active member of the Professional Trailbuilders Association (PTBA). Tony Boone, our Business Development Specialist, and past COO (Chief Operating Officer) has been an active PTBA member since 1995 and is a PTBA Board Member. In 2019, Tony partnered with Tim and Colton Emick to start Timberline Trailcraft (TTC) to assist Tony Boone Trails (TBT) in keeping up with the rapidly expanding trail construction industry. Tim still owns Timberline Landscaping, one of Colorado Springs most successful landscaping companies since 1982, where Colton worked since he was a youngster running equipment. Since 2019, TTC has completed dozens of successful projects, most recently the \$1.6M Anemone Hill Trail for the City of Boulder Open Space and Mountain Parks Department, getting excellent reviews.

Timberline TrailCraft's headquarters in northeast Colorado Springs gives TTC easy daily access to all DCOSNR properties. TTC crews can swiftly mobilize tools and equipment to all the areas we visited last week and there will be no need for any lodging or meal per diems. Since we live, play and work on the Front Range, we can fully understand and appreciate the challenges of high visitor use and keeping folks on designated trails. A robust, routine trail maintenance program is essential in meeting these challenges and the future growth along the Front Range. Long-term annual, trail maintenance contract opportunities are increasing, and we are focusing heavily on these with past clients, close to home where our trail builders can maintain more normal lifestyles, instead of the more common gypsy lifestyle on the road.

Our two Project Managers for this partnership will be Colton Emick and Elias Wilcox, both natives of Colorado Springs. Colton has been working with Tony since 2015 and is very skilled at sustainable trail design, construction and maintenance having built around 70 miles of trail over the past decade including large projects like the Manitou Incline in 2014-2017, Contract total of 3.6M with Timberline Landscaping in. His multi-generational, equestrian family's ranching background gives him a keen eye and understanding of what it takes to create and maintain a high-quality user experience for non-motorized users, especially those on horseback.

Elias Wilcox is also a well-seasoned trail builder with seven years of experience, most recently with Singletrack Trails, prior to joining the TTC Team this past season. His skills also are deeply rooted in sustainability, recently graduating from The University of Colorado Springs with a degree in Geography and Environmental Studies with under studies in GIS, Geology and Sustainable Development. His past trail highlights include construction of Fishers Peak State Park (Trinidad Co), Sandstone Ranch (Doug Co), Lori Cohen 5k (UCCS), Lake Moraine Trail (Pikes Peak) and maintenance of the majority of open spaces at Douglas County (Dawson Butte Ranch, Glendale Farm, Hidden Mesa, Lincoln Mountain, Sharp-tail Ridge and Spruce Mountain Open Space and Trail).



6) Timberline TrailCraft and Douglas County

Timberline Trailcraft is looking for a long-term partnership with DCOSNR for several reasons. These relate to TTC's goal of a high quality of life of being at home every night to something rooted a bit deeper. Tony's commitment and past relationship with Douglas County Open Space and Natural Resources (OSNR) started 20 years ago this summer with Tony's first OSNR project designing and building the Sharp-tail Trail back in 2003, with his first company Arrowhead Trails, Inc. (ATI).

In those two decades ATI, TBT and TTC crews together have designed and built almost 40 miles of shared-use trails in the past two decades for OSNR. Properties have included trail systems on Nelson Ranch, Pike Hill, Dawson Buttes, Spruce Mountain, Hidden Mesa, and most recently Bayou Gulch. Tony's most treasured testimonial ever was by Cheryl Matthews, one of the most inspiring land managers he ever had the opportunity to work with.

"Tony Boone has an extraordinary talent to locate trails to maximize the experience for the trail users while minimizing impact on the land, earning him the nickname of the Michael Angelo of trails." – Cheryl Matthews, past Director

While that nickname never stuck, his dreams for TTC to help OSNR keep their trails in proper shape with the use of TTC's specialized trail machinery (see list of equipment available) and our highly trained crews. TTC can also help address or reroute any problem sections that crews did not get exactly right, or simply have not held up to the higher volumes of use.

Douglas County's amazing trail system deserves a passionate, local PTBA company to commit to a long-term relationship to maintain the trail system during these times of exploding trail use, especially since the pandemic hit. Tony, Colton, and Elias all feel strongly that this long-term partnership helps OSNR meet its goals most efficiently, focusing the budget on actual trail maintenance instead of mobilization costs associated with non-local companies. At the same time, it also satisfies the desires of Timberline Trailcraft to keep their employees local, with a more routine lifestyle with social interactions with their family, friends, and communities.

7) Conflicts of Interest

There are no known conflicts of interest that may result during the performance of the services listed herein.

8) Legal Dispute Information

There are no known legal disputes, mediations, arbitrations, and/or lawsuits in which Timberline TrailCraft or Timberline One have been involved in the last five (5) years.



9). REFERENCES

Greg Seabloom

Capital Investments Project Manager, City of Boulder, Open Space and Mountain Parks (OSMP)
(303) 652-7703 or seabloomg@bouldercolorado.gov

David Deitemeyer

Senior Landscape Architect, City of Colorado Springs Parks, Recreation and Cultural Services
(719) 385-6515 or david.deitemeyer@coloradosprings.gov

Rich Havel

Trails Planner, Town of Castle Rock, Parks and Recreation Department
303-472-6984 or rhavel@crgov.com

L. Future Work Plan

TrailCraft envisions a long-lasting relationship of coordinated efforts with Douglas County OSNR to analyze maintenance issues/problems, plan and design long-term solutions and execute a joint effort of maintenance techniques and efficient construction.

In this partnership TrailCraft will communicate effectively and frequently, updating project details ensuring efficient work and construction. Open communication will eliminate unforeseen problems and confusion on the project design and plans. Trailcraft will work with OSNR staff and volunteers to utilize the given budget.

After this year, TrailCraft will help with the planning and development of a 3–5-year maintenance plan. The plan will collaborate with parks staff to analyze previous work and its effectiveness, prioritize each open space and plan for the most effective work plan.

“People don’t need trails, the land does” that is still our creed today at Timberline Trailcraft. We would love to help you continue *balancing nature with human nature* for the future.

The scope of work is as described in invitation for Bid (IFB) No. 012-23 and Timberline TrailCraft, LLC IFB response.

Trail safety and sustainability are the primary goals. Trails are to be constructed and maintained for non-motorized use including equestrian, pedestrian, and bicycle. Motorized use is not allowed except for Other Power-Driven Mobility Devices (OPDMD).

Trail Standards:

- The existing tread width shall be widened up to 60 inches.
- The new trail tread width will be up to 60 inches with a rolling contour design.
- The trail corridor shall be 10 feet wide and 12 feet high from the center of the trail tread. The trees and shrubs need to be cleared from the corridor.
- All newly constructed and maintained structures shall be “self-cleaning.”
- Excess material shall be dispersed not less than 20 feet from the trail and shall not impede water flow.
- Construction and maintenance activities are to be conducted in such a manner as not to create safety hazards.
- Contractor may use motorized equipment, tools, and machinery as necessary.
- The Contractor shall furnish, at no additional cost, any reports that may be needed in tracking said services.

Buck & Rail Standards:

- Buck and rail fence will be placed according to, but not limited to, the descriptions below:
 1. The fence will be constructed in a manner that does not create a safety hazard. Two posts will be screwed to one another at least 12 inches from the top of both posts to form an A-Frame formation. Along with this, a tie will be screwed into both posts 12 inches from the end of each post.
 2. Bucks will be installed in the upright and level position. A top pole will be placed in the upper “V” of the bucks and screwed into the post of the assembled bucks in which the top pole lays with at least 6 inches of overlap between each top pole.
 3. On the level ground, a single diagonal brace pole should be added to every other section.
 4. In addition to the top pole and single diagonal brace pole, two poles will be placed on the trail side of the bucks.

Post & Rail Standards:

- Post and rail fence will be placed according to, but not limited to, the descriptions below:
 1. The 6.5-foot posts will be ordered with pre-cut holes for round rails.
 2. A fence line will be laid out and post spacing will be determined by the 6-foot round rails.
 3. Post holes will be dug out to a depth of no less than 42 inches. At least 6 inches of the post hole will be backfilled with construction aggregate to reduce the bottom of the post from rotting over time.
 4. Rails can be secured by screws or nails for better securement

Trailhead & Trail Mowing Standards:

- OSNR trails shall be mowed 2.5 feet on both sides of the trail tread.

- If vegetation is present in the middle of the trail tread, it will be mowed in its entirety.
- Vegetation will be mowed to a height no less than 3.0 inches and no more than 4.0 inches.
- At the direction of OSNR, woody vegetation within the trail corridor beyond the means of being mowed will be brush cut flush to the ground to a height no more than 2.0 inches.
- Structures, including but not limited to, benches, picnic tables, and kiosks encountered at OSNR Trailheads and Trails will be string-trimmed around the entirety of the structure(s) to a height no less than 2.0 inches and no more than 3.0 inches.
- At the direction of OSNR, trailhead envelopes will be mowed both inside and outside of the fence line to a height no less than 2.0 inches and no more than 3.0 inches in height.

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**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.

Trail Fee Schedule

Category	Measurement	Easy	Moderate	Difficult
LF price trail construction	LF	\$5.51	\$6.14	\$7.62
LF price trail maintenance	LF	\$4.36	\$5.73	\$6.47
Rock armor/diversion structure construction	SF	\$16.42	\$35.60	\$44.50
Rock armor/diversion structure maintenance	SF	\$13.00	\$26.00	\$32.50
Reclaim abandoned trail	LF	\$1.38	\$2.01	\$3.29
Mobilization (4 per crew)	Per Day	\$250.00	\$250.00	\$250.00

Linear Foot = LF

Square Foot = SF

Fence Fee Schedule

Category	Measurement	Minimal Slope	Moderate Slop	Extreme Slope
LF buck & rail removal	LF	\$13.75	\$25.66	\$40.88
LF post & rail removal	LF	\$8.99	\$17.89	\$46.47
LF buck & rail installation	LF	\$34.87	\$45.18	\$68.20
LF post & rail installation	LF	\$32.33	\$43.22	\$64.11
Mobilization (3 per crew)	Per Day	\$225.00	\$225.00	\$225.00

Linear Foot = LF

Trailhead and Trail Mowing Fee Schedule

Category	Measurement	Minimally Vegetated	Moderately Vegetated	Extremely Vegetated
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Per hour mowing	Hour	\$93.68	\$93.68	\$93.68
Per hour string trimmer	Hour	\$75.41	\$75.41	\$75.41
Per hour brush cutting	Hour	\$75.41	\$75.41	\$75.41
Mobilization	Per Day	\$200.00	\$200.00	\$200.00

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

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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

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.

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