

## Forest Maintenance PCS Dove Creek Staff Report

**DATE:** JANUARY 14, 2025  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** DAN DERTZ, DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES  
**CC:** SCOTT McELDOWNEY, ASSISTANT DIRECTOR OF OPEN SPACE AND NATURAL RESOURCES  
RYAN SMITH, SR. LAND MANAGEMENT SPECIALIST OF OPEN SPACE AND NATURAL RESOURCES  
**SUBJECT:** PUBLIC CONTRACT FOR FOREST MAINTENANCE ON SANDSTONE RANCH OPEN SPACE

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**BOARD OF COUNTY COMMISSIONERS BUSINESS MEETING:** JANUARY 14, 2025

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### I. EXECUTIVE SUMMARY

Open Space staff, in partnership with Colorado State Forest Service, is requesting the approval of a public contract for forest maintenance on Sandstone Ranch Open Space. The contract is for work performed in 2025 for approximately 144.5 acres and will not exceed \$354,000 (\$177K 2025 budget, \$177K FRWRM grant/reimbursed upon completion). This contract includes the improved overall forest health by improving tree crown spacing, reducing competition, and improving growing space for residual trees and oak while providing for wildfire risk mitigation. This restoration will reduce the threat of insect and disease outbreaks by reducing stand densities. These fire mitigation activities reduce the potential for crown fire through the reduction of tree densities, removal of ladder fuels, modifying stand structure and creating openings in the crowns in overstory trees. This Open Space project is included in the 2025 proposed budget for forestry management. The contract is necessary to best maintain forested areas and reduce wildfire risk on Sandstone Ranch Open Space.

This contract will utilize the Forest Restoration and Wildfire Risk Mitigation Grant (FRWRM), offered by the Colorado State Forest Service (CSFS). This grant program was established by SB 17-050 and provides funding to reduce the risk of wildfire to people, property and infrastructure, and promote forest health and restoration. Sandstone Ranch has been identified as high risk for wildfire and in its current state may result in high loss from wildfire. Awarded grant allocates \$354,000 for this approved project. Douglas County will provide a 50% match as part of the award agreement matching contributions.

## 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 Dove Creek.

### B. Process

- a. A public invitation for bid was posted on the Rocky Mountain E-Bid system, on October 15, 2024.
- b. A mandatory site visit was conducted on October 24, 2024 for all potential vendors.
- c. All bids were reviewed by the Open Space staff and Colorado State Forest Service (CSFS) on November 7, 2024, and this bid was accepted by all parties.

## III. BACKGROUND

Open Space conducted a competitive process (RFQ 038-24) for forest maintenance. By the due date of November 7, 2024, we received three (3) separate bids. Aiming to maximize County funds for forest maintenance, Open Space staff worked with our partners at Colorado State Forest Service (CSFS) to select the top bid. The bid from Dove Creek is the most cost effective for Sandstone Ranch Open Space and is competitively priced for the other sections of the invitation for bid.

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

Dove Creek will be able to start work immediately upon the approval of this contract and fulfill a completion date suitable for the Open Space Department and Douglas County citizens.

## IV. RECOMMENDED ACTION

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

### **Objective OS 2E**

Adopt and refine open space resource management plans to balance the needs and desires for public use of open space properties and features with other identified open space values.

### **Objective OS 3D**

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

### **Objective OS 3E**

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

### **Objective OS 3G**

Actively protect open space resources and enhance visitor safety.

**Objective OS 3L**

Provide safe and secure open space public facilities.

**V. ATTACHMENTS**

**PUBLIC CONTRACT FOR SERVICES  
MISCELLANEOUS CONTRACTOR SERVICES**

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this 14th\_ day of \_January, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and **Dove Creek Forestry, Inc.**, a corporation authorized, authorized to do business in Colorado (the “Consultant”).

**RECITALS**

**WHEREAS**, the County is undertaking certain activities for Open Space Forest 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:** Ryan Smith is designated as the Authorized Representative of the County for the purpose of administering, coordinating and approving the Work performed by the Consultant under this Contract.

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

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

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.

**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-four thousand dollars (\$354,000)** for fiscal year **2025**. 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 Wednesday, January 15<sup>th</sup>, 2025 and terminate at 11:59 p.m. on Wednesday, December 31, 2025**. This Contract and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding term.

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

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

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

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

**8b. INDEMNIFICATION 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 Department of Open Space & Natural Resources

c/o Ryan Smith, Sr. Land Management Specialist 100 Third Street Castle Rock, CO 80104 (720) 670-3704 Email: rsmith@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: Dove Creek Forestry, Inc.  
98 Stagecoach Trail  
Elizabeth, CO 80107  
Attn: Brian Curry & Cassi Kindel  
Phone: (303) 918-2908  
Email: dovecreekforestry@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first-class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

**17. NONDISCRIMINATION:** In connection with the performance of Work under this Contract, the 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 – Scope of Services

3rd Exhibit B – Insurance Requirements

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

**25. ENTIRE 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.

## Exhibit A

### SCOPE OF SERVICES

#### **Purpose:**

- Improve overall forest health by improving tree crown spacing, reducing competition, and improving growing space for residual trees and oak.
- Reduce the threat of insect and disease outbreaks by reducing stand densities.
- Reduced crown fire potential by reducing tree densities, removal of ladder fuels, modifying stand structure and creating openings in the crowns in the overstory trees.

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

- The 2024 Sandstone Ranch Forest Restoration Project is located in portions of Section 31, Township 9 South, Range 67 West, Sixth Principle Meridian, Douglas County, Colorado. The project area is located off of County Road 105, approximately 4 miles west of the Town of Larkspur, Colorado. The property is owned and operated by Douglas County Open Space and Natural Resources.
- Colorado State Forest Service (CSFS) will be the Project Administrator in accordance with a service agreement with Douglas County.
- A site inspection is required for this project. Work involves fuels reduction and forest stand improvements in a ponderosa pine dominant forest with a Gambel oak understory. Treatments will be implemented via mechanical thinning, handwork, and mastication.

#### **Unit Description:**



The 2024 Sandstone Ranch Forest Restoration Project area consists of two (2) units. The treatment area has a gross acreage of approximately **144.5**. The forest composition of the units is primarily ponderosa pine with a Gambel oak understory. Douglas fir and Rocky Mountain juniper are also components of the stands and are scattered throughout.

- Unit 1 is approximately 58.5 acres. The unit contains 2 predetermined handwork zones with a combined size of approximately 3 acres. Nearly all of the unit is mechanically operable.
- Unit 2 is approximately 86 acres. A significant portion (40+ acres) of the unit is mechanically inoperable or inaccessible due to slope, rock, and terrain. All sections of the unit that are not mechanically treated are expected to be treated via hand felling using lop and scatter practices based on the separate handwork prescription below.

The treatment units are shown on the attached maps and are further described in the following tables:

**Treatment Units:**

Unit	Acreage	Treatment Period
1. Cow Camp	<b>58.5</b>	September 1, 2024-December 31, 2025
2. Silica Mine	<b>86</b>	September 1, 2024-December 31, 2025
Total Acres	<b>144.5</b>	

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

Unit	0-10%	11-20%	21-30%	31-40%	40+%	Total Acres
1. Cow Camp	14	20	13	7.5	4	<b>58.5</b>
2. Silica Mine	2	11	21.5	22	29.5	<b>86</b>

**Project Marking:**

Type	Color
Boundary	Pink Flagging (N,S,E,W)
Designated handwork zones	Green Flagging
Hazards (barbed wire, rebar, etc.)	Orange Flagging
Habitat trees, isolated seedlings and saplings (keep)	Orange Flagging
Photo Points	Yellow and Black Striped Flagging
Trees for removal	Blue Paint

**Forest Management Treatments:**

- The project will involve performing forest stand improvement and fuels mitigation treatments. The desire is to ultimately develop stand structure to improve forest health and to reduce risk of epidemic levels of insect and disease infestation, improvement of existing fuelbreaks, improving tree crown spacing and reducing the risk of severe wildland fire behavior.

- Use of equipment that is comparable to a rubber tracked Bobcat with a Fecon masticating head (for mastication of oak and slash), tree shearer, and equipment capable of moving wood to logs decks is specified for this project. Crew members capable of using chainsaws to safely hand fell large diameter trees with minimal damage to residual trees are required.
- **Handwork is required for this project. In areas that are mechanically inoperable, inaccessible, or otherwise designated as a handwork zone, a separate handwork prescription will be applied. See handwork prescription below for further information.**
- Harvestable trees that are identified for removal will be placed in log decks. Log deck locations will be identified by the Project Administrator before project work begins. Removal of all mechanically harvested trees from the property is required. Refer to the Harvest Inventory Summary below for further information on projected harvest statistics and wood volumes.
- The following rehabilitation requirements will apply.
  - Skid Trails
    - Skid trails shall be closed, as directed by the Project Administrator, by constructing waterbars and brushing-in with slash or masticated material.
    - Waterbars will be placed at natural areas of drainage, but at no less than the minimum spacing determined by the formula:  $\text{Spacing} = 1,000/\% \text{ Slope}$ .
  - Landings and Decks

Landings and decks shall be restored by:

    - Masticating any residual slash and removing all unutilized wood (ex. butt ends).
    - Smoothing and shaping to remove ruts, berms and other surface disturbances; and to provide for drainage.
    - If deemed necessary by the project administrator the landing/deck areas may need to be re-seeded in with a local grass seed mix.
- **Due to nesting bird season restrictions on Douglas County Open Space lands. Treatments can only be completed annually between January 1<sup>st</sup> – March 31<sup>st</sup>, and July 16<sup>th</sup> – December 31<sup>st</sup>.**

### **Mechanical Prescription:**

- Masticate whole trees concentrating on sizes of 7 inches and less dbh that are acting as ladder fuels and that are overtopped, poorly formed (bent, broken topped, forked), damaged, diseased (bark beetle, mistletoe) and excessive (dense clumps). Chips and chunks will be well distributed across the project area with a desired average chip depth of 3-inches or less. All mechanically accessible tops and slash must be processed within the treatment blocks via mastication.
- Trees greater than 8 inches in diameter that are marked for removal, or dead and unmarked, will be harvested for firewood or sawlogs, and placed in specific deck locations.
  - The trees will be felled, limbed, and slash masticated in the treatment block. Trees will be marked with blue paint by the Project Administrator prior to the work commencing in the block. Trees have been marked **blue** on at least two sides.

- All healthy single standing ponderosa pine will be retained in the 8 inch and less diameter range to maintain diversity and age structure if they are not considered a ladder fuel and are located 30 feet (stem spacing) from residual trees. These trees have been identified with **orange flagging**.
- Retain 2-3 snags per acre with a minimum diameter of 8 inches for cavity nesting birds. Vegetation with nests will be retained and left undisturbed. The project administrator will flag these with **orange flagging** when encountered. The contractor is expected to be observant for nest sites during treatment and avoid those when discovered.
- All tree stumps will be 4 inches or less in height as measured on the uphill side. All Gambel oak must be processed to ground level.
- All down and dead, damaged, poor formed and wind thrown trees that are on the ground which are within the diameter limit (7 inches and less dbh) will be treated via mastication.
  - Downed trees already present within the unit that are greater than 8 inches in dbh will be left on site for habitat.
- Gambel oak removal and thinning will focus on vegetation that is within 15 feet of the dripline (the end of the farthest branch) of residual trees. Decadent, dead, and unhealthy Gambel oak will also be treated via mechanical mastication.

**Gambel oak will be treated using the following guidelines:**

- Remove all oak from underneath residual trees and within 15 feet of the dripline of residual trees.
- Target old, dead, decadent patches, especially those with significant top kill.
- Break up large continuous oak stands into a mosaic pattern of clumps with spacing at least 2.5 times the height of the remaining clumps.
- Any healthy free-standing clumps (not underneath or near ponderosa pine) will be retained if it does not act as a ladder fuel. These clumps will be at least 15 feet away from residual trees.

**Handwork Prescription:**

- Trees within the handwork zones will not be individually marked, therefore the contractor is expected to work closely with the project administrator and follow the handwork prescription to ensure success. A small sample section of the handwork zone *will* be marked out to guide the contractor throughout the area.
- Handwork treatment zones will concentrate on the removal of trees 8 inches and less in diameter.
- Handwork treatments will primarily target trees acting as ladder fuels via the removal of all trees within the specified size class that are within 10 feet of the dripline of mature trees.
- The target residual tree crown spacing is 10+ feet for individual trees and approximately 30+ feet for clumps of 3-8 trees, where practicable based on stand structure.
- Prioritize the removal of trees that are overtopped, poorly formed (bent, broken topped, forked), damaged, diseased (bark beetle, mistletoe) and excessive (dense clumps).
- Vegetation treated by hand will be lopped and scattered to a height of 12” or less. Felled tree boles will be laid parallel to the slope aspect to minimize rolling hazards.
- Gambel oak treatment will not be required in handwork zones.

**Contract Period and Operational Period:**

- Hours of operation are limited to daylight hours of 7:00 a.m.-8:00 p.m.; five days a Week (Monday-Friday).

- The startup of chainsaws and mechanized equipment is not allowed before 7:00 a.m.
- No work on holidays unless approved by the Project Administrator.
- Target Work start date is September 1, 2024 (dependent on contractor's availability) - December 31, 2025.

**Additional Performance Standards:**

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

**Damage Penalty:**

A damage deposit of \$2,000 will be required prior to the project commencing. Excessive damage to the remaining forest stand or the removal of undesignated products will be paid for at the rate of \$50.00 for each significantly-damaged tree that is 6 inches dbh or greater, this penalty will come out of the initial damage deposit provided by the Contractor. If excessive penalties cause the damage deposit to fall below \$1,000 prior to the completion of the project the contractor will provide additional funds to bring the damage deposit back to the original \$2,000 amount. Penalties may also be assessed for damages to soils, improvements or other elements of the forest stand. Determination of damage is at the sole discretion of the Project Administrator.

# Harvest Inventory Summary

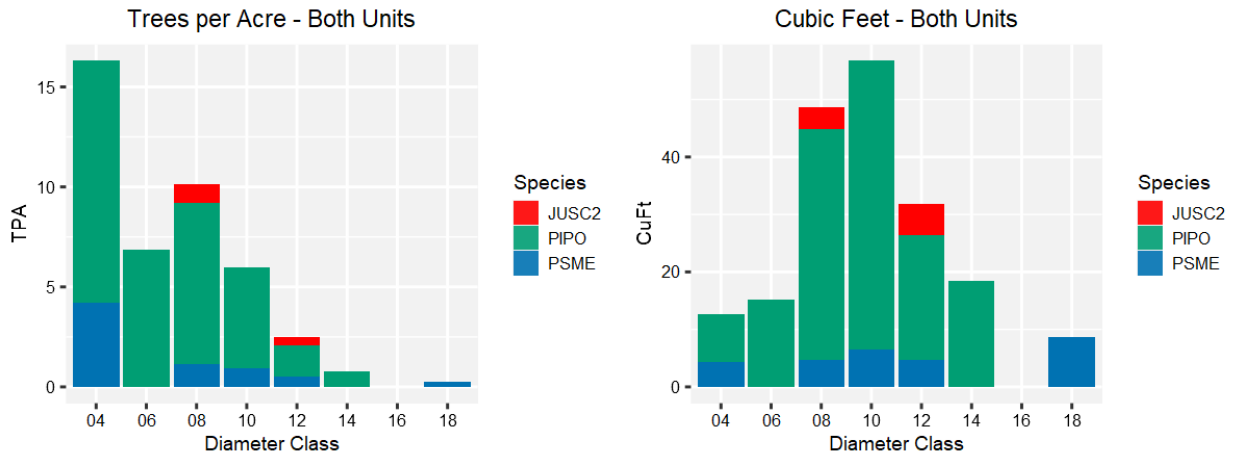
## *Sandstone Ranch Forest Restoration Project 2024*

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

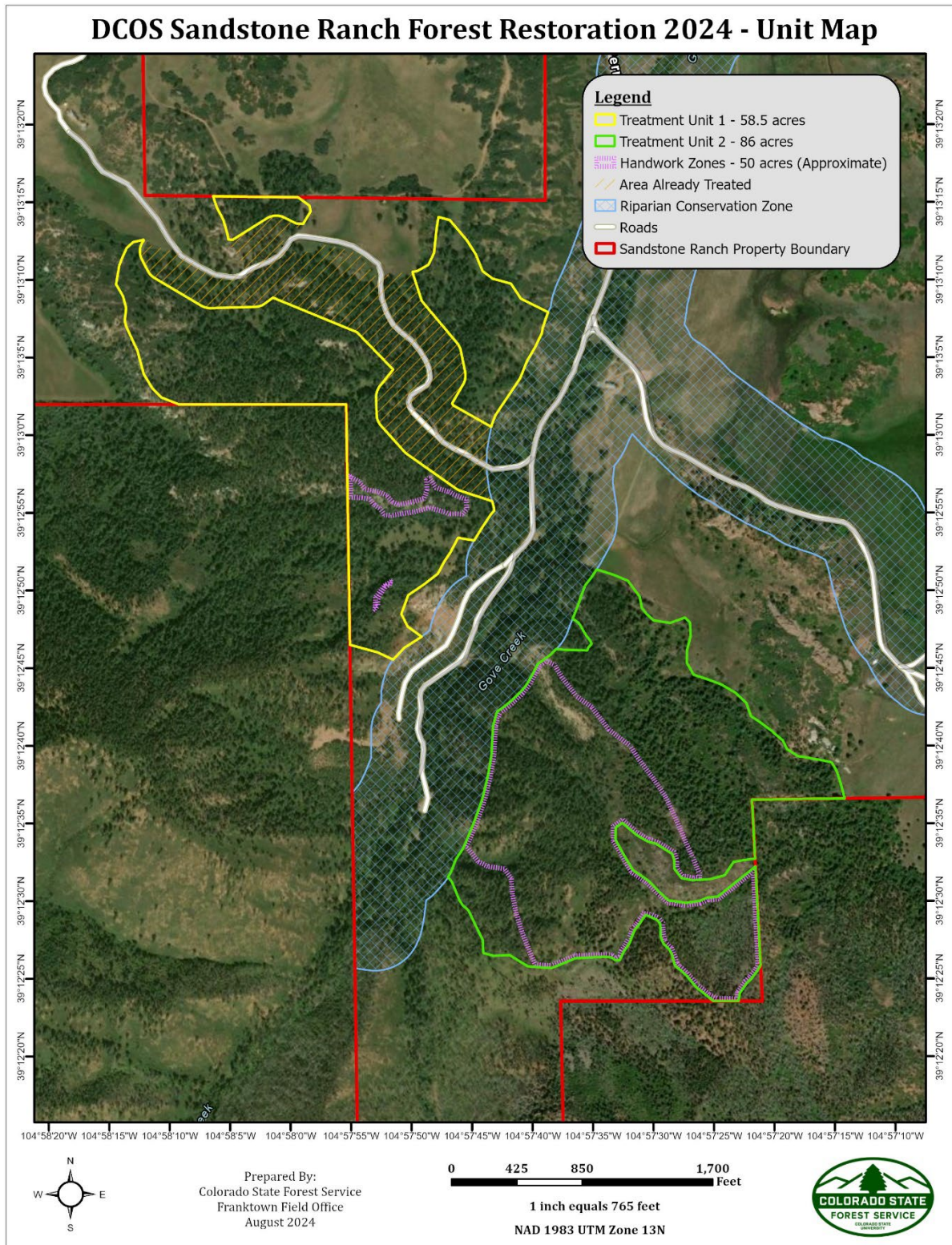
### Harvest Statistics (per acre):

	<u>Unit 1</u>	<u>Unit 2</u>	<u>Both Units</u>
Trees per acre (TPA)	<b>55.9</b>	<b>22.8</b>	<b>42.7</b>
Basal area (BA)	<b>16</b>	<b>8</b>	<b>12.8</b>
Quadratic Mead Diameter (QMD)	<b>7.2</b>	<b>8.0</b>	<b>7.6</b>
Cubic Feet (CuFt)	<b>246.6</b>	<b>109.4</b>	<b>191.7</b>
Merchantable Cubic Feet (MCuFt)	<b>206.5</b>	<b>94.9</b>	<b>161.9</b>
Board feet (BdFt)	<b>447.7</b>	<b>277.3</b>	<b>379.6</b>

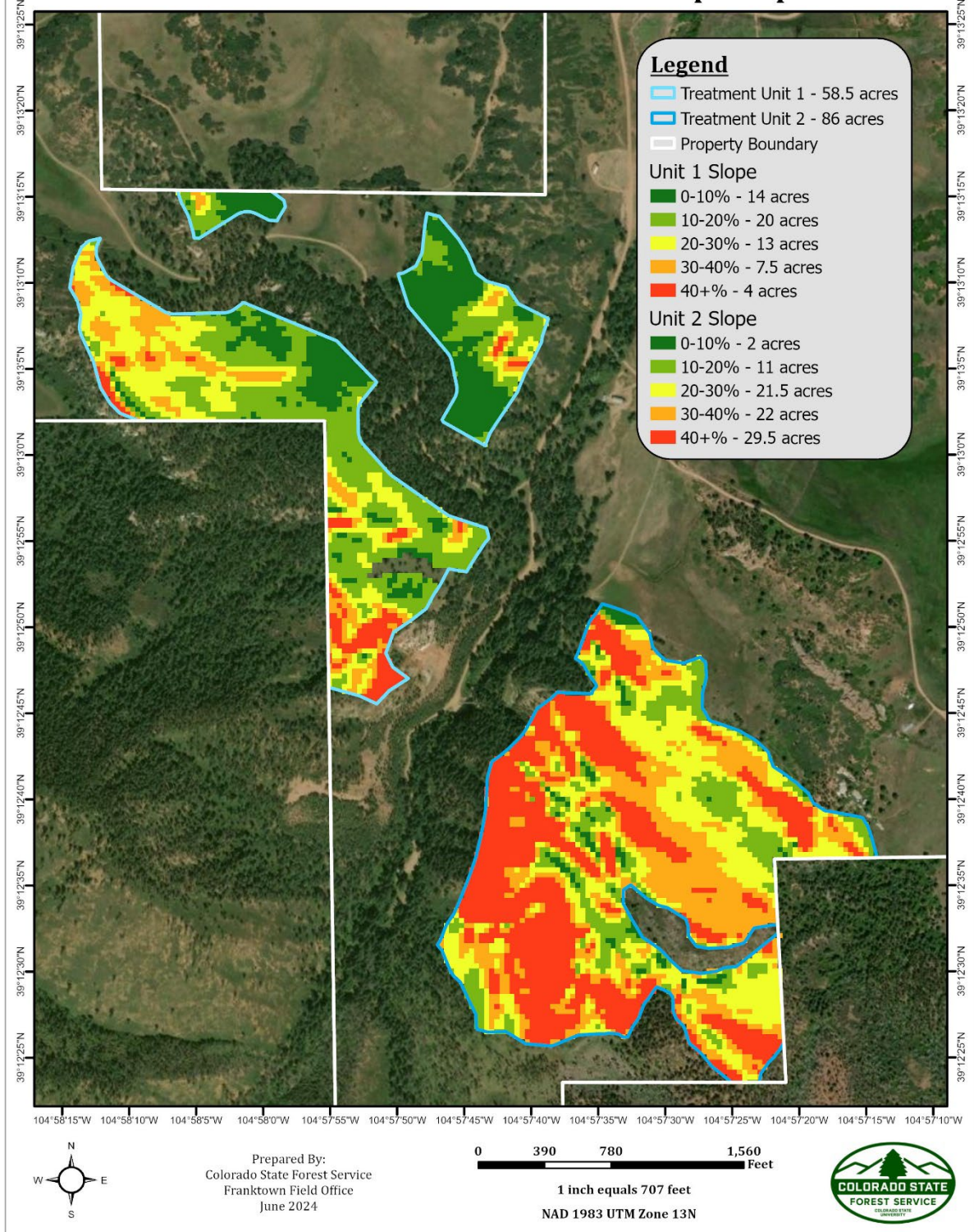
### Figures:



**Maps:**

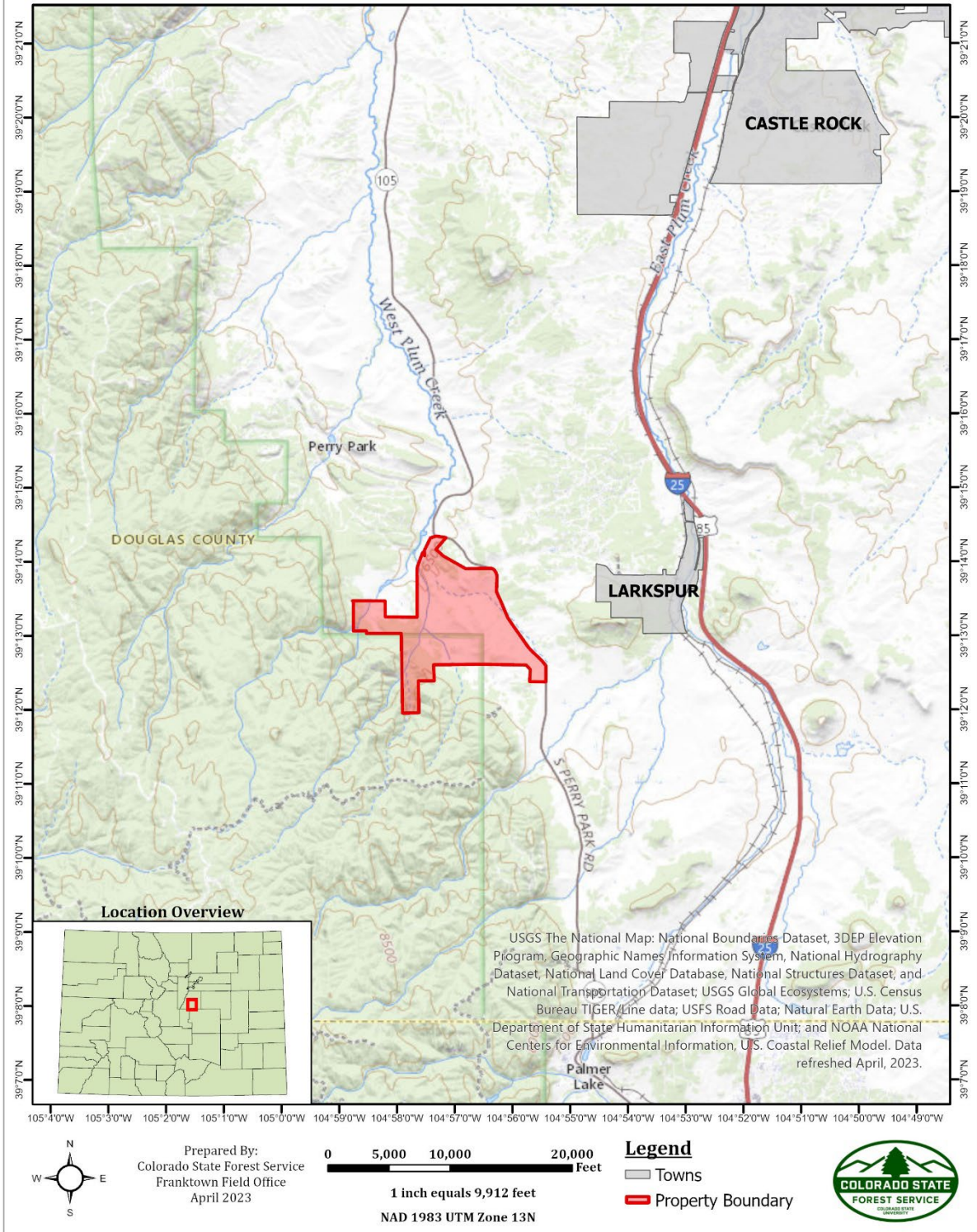


# Sandstone Ranch FRWRM 2024 - Slope Map





# Sandstone Ranch Vicinity Map



## **Exhibit B 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

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

The completed certificates of insurance with additional insured endorsements and waivers of

subrogation and any notices, within 20 days of cancellation, termination, or material change will be sent via mail or email to:

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

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

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

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

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