



**DOUGLAS COUNTY COMMISSIONERS  
WORK SESSION  
Monday, June 3, 2024  
(In Office and Remote)**

**A G E N D A**

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(Times listed are estimates and may fluctuate depending on length of discussion.)

**Time\***

<b>10:00 a.m.</b>	<b>Water Commissioner Updates</b>
	<b>Broadband Initiative Update</b>

## Agenda Item

**DATE:** JUNE 3, 2024  
**TO:** DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS  
**THROUGH:** DOUGLAS J. DEBORD, COUNTY MANAGER  
**FROM:** TERENCE T. QUINN, AICP, DIRECTOR OF COMMUNITY DEVELOPMENT *TQ*  
**CC:** DJ BECKWITH, PRINCIPAL PLANNER  
LAUREN PULVER, PLANNING RESOURCES SUPERVISOR  
KATI CARTER, AICP, ASSISTANT DIRECTOR OF PLANNING RESOURCES  
**SUBJECT:** **WATER COMMISSION – MAY MEETING UPDATE**

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### **SUMMARY**

At its May meeting, the Water Commission (Commission) provided direction to staff on two items:

- Issuing a Request for Information (RFI) to solicit input from consultants on the development of a Request for Proposals (RFP) to develop the 2050 Comprehensive Water Plan (Water Plan)
- Conducting a public forum to accept comments from the public at the June 24 meeting

### **RFI Process**

The proposed RFI request is attached. The purpose of which is to solicit input from consultants so that the Commission may better understand if anything is missing from its current approach to developing a Water Plan. The RFI will be issued in June and respondents may be asked to make presentations to the Commission at its July 22 meeting. The Commission intends to pursue utilizing a consultant to develop the Water Plan and will issue recommendations to the Board of County Commissioners (Board) to the same after the RFI process is complete.

### **Public Forum**

Based on input that various Commission members have received from the public regarding desire for public comment, the Commission elected to hold a public forum at its June 24 meeting. The intent of the forum is to allow general comments that the Commission may use to inform its approach to the development of the Water Plan.

The Commission Chair, Jack Hilbert, will moderate the forum and may implement a time limit per comment based on the number of participants present so that as many attendees may be able to speak as possible. A sign-up sheet will be provided prior to the meeting and the Chair plans to end the meeting at 5pm. Based on the number of attendees, additional forums may be

scheduled. The Commission plans to allow handouts or presentations to be provided in hard copy form prior to the forum but will not allow presentations during the meeting.

Based on direction from the Board, staff will work with Public Affairs to provide information to the public about this forum.

**NEXT STEPS**

Staff is prepared to discuss both items with the Board.

**ATTACHMENT**

Proposed RFI 2050 Comprehensive Water Plan

# DOUGLAS COUNTY GOVERNMENT

Department of Community Development

100 Third Street

Castle Rock, Colorado 80104

Telephone: 303-660-7460

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

## REQUEST FOR INFORMATION (RFI)

NO. 000-00

PROJECT TITLE

**YOUR RESPONSE MUST BE RECEIVED NO LATER THAN  
MONTH, DAY, 20XX @ 4:00 P.M.**

### RFI CERTIFICATION

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

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

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

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

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

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

BY: \_\_\_\_\_

(Printed or Typed Name)

(Written Signature)

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

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

Douglas County Government reserves the right to reject any or all responses, to waive formalities, informalities, or irregularities contained in a said response and furthermore to potentially 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 firm.

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

#### A. Scope of Services:

Through this Request for Information (RFI), the Douglas County Government, hereinafter referred to as the County, respectfully requests information from responsible, qualified firms for the provision of a Douglas County 2050 Comprehensive Water Plan (Water Plan), as specified. It is the intention of the County to review all RFI responses, short-list those responses, and post an actual Request for Proposal (RFP). Only those companies, who have submitted a potentially acceptable response to this RFI will be allowed to submit a response during the formal RFP process.

This RFI process should be considered "Step One" of a multi-step solicitation process.

## B. Project Description:

Douglas County, Colorado created the Douglas County Water Commission (DCWC) in late 2023, established by Resolution R-023-112. The overall purpose of the DCWC is to create a Water Plan and to revise the plan as needed in the future. The DCWC recognizes the need for professional consulting services to prepare and complete the Water Plan, in conjunction with input and overview from the DCWC. Prior to the issuance of an RFP, the DCWC is issuing this Request for Information (RFI) to solicit input from qualified consultants. Exhibit B includes the draft RFP to be used as a basis of discussion of the project.

If your firm is interested in this project, please submit a brief letter of interest with no more than two pages of additional information of your choosing on your approach to this project or how your approach would be different than the draft scopes of work in the draft RFP. Statements of qualifications and information on your firm can be added as an appendix and should include:

- Familiarity with Douglas County and County water issues
- Demonstrated expertise in water supply planning and water availability studies
- Your firm's ability to support the project with appropriate resources and complete the project in a timely manner
- Identification of key subcontractors or other experts you would engage to complete the project

Based upon the responses, you may be asked to do a 30-minute presentation to the full DCWC to openly share your opinions on the RFP and how you would be prepared to respond. The DCWC is targeting July 22, 2024, for these presentations. Following receipt of the written comments and recommendations, and presentations, the County may put the RFP in final form and issue it for bidding.

Please note, no estimated costs or pricing should be included at this time.

## C. Project Goals:

The draft RFP, attached as Exhibit B, envisions the project to be conducted in phases, but please note that the phases will likely be executed in parallel and not sequential. Phase 1 does initiate the project and includes setting up the project management structure for the entire project. The DCWC also expects that some tasks are better defined than others and can be expected to start and finish earlier. Results will be consolidated in the ending of Phase Three, the plan development. The DCWC does expect task results to be delivered on an ongoing basis for review as they become available.

A summary outline of the project is as follows:

### Phase 1: Water Supply and Demand Analysis

- Task 1: Water Supply Information Collection (Broad based water supply characterization)
- Task 2: Water Demand Projection Analysis (The supply/demand Gap Analysis)
- Task 3: Groundwater Analysis (In depth groundwater availability study)

Although start dates for the Tasks could be close to the same, we expect Task 2 to finish first and inform Phase 2. Task 1 and Task 3 will run on their own timelines. The County is reserving the option to execute the Groundwater Analysis under a separate RFP depending on the feedback from the RFI process.

### Phase 2: Land Use Scenario Planning

Separate tasks have not yet been fully delineated and finalized awaiting input from the RFI process. This phase scope will be reviewed and finalized in the RFP by the County Community Development Department. Comments are welcome.

### Phase 3: Development of the Plan

Although separate tasks have not yet been delineated, a compilation of possible, desired outcomes from the Board of County Commissioners has been presented. The DCWC welcomes suggestions from the contractors on the feasibility of obtaining these outcomes efficiently and in a way that best informs the DCWC and the public. Although work on Phase 3 may be ongoing, Phase 1 and 2 must be completed first.

All Phases: General Project Management Expectations

Final form, structure and project management requirements will be set in the final RFP.

D. Time Requirements:

RFI Calendar, Phase I:

June, 6, 2024	Request for Information, Advertised & Posted
June, 14, 2024	Deadline for the Submission of Vendor Questions
June, 20, 2024	Posting of Vendor Questions & Answers
June, 28, 2024	Request for Information, Due Date (see page 1)
June/July 2024	Evaluation of Responses/Creation of Short-List

E. Profile of Douglas County:

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

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

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

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

The County is one of four counties, along with Arapahoe, Elbert and Lincoln counties in the Eighteenth Judicial District served by the District Attorney, an elected official responsible for prosecuting all criminal case filings. On March 3, 2020 Governor Polis signed House Bill 20-1026 which split the 18th Judicial District and created a new 23rd District. Until 2025 the 18th Judicial District encompasses Arapahoe, Douglas, Lincoln and Elbert Counties. Pursuant to House Bill 20-1026, Douglas, Lincoln, and Elbert counties will encompass the new 23rd Judicial District, and Arapahoe County will remain as the sole county within the 18th Judicial District. The creation of the new judicial district is driven by the area's population growth: the four counties combined population now exceeds 1 million and is the largest district in the State. House Bill 20-1026 creates the 23rd Judicial District on January 7, 2025.

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

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

The Board is also financially accountable for five blended component units, the Douglas County Law Enforcement Authority, the Douglas County Woodmoor Mountain General Improvement District, the Lincoln Station Local Improvement District, the Douglas County Deputy Sheriff's Association and the Fallen Officers

Fund. The Sheriff's Forfeiture Fund, the Deputy Sheriff's Association and the Fallen Officers Fund are subject to audit, but not to budget law, and are also included in the financial statements of the County.

F. General Requirements:

The response to this RFI must be complete and in the format requested below. Failure to provide all requested information or any significant deviation from this format may be cause for rejection of your RFI response.

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

G. Mandatory Information to be Included in RFI Response:

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

- 1) Provide a detailed narrative of how your firm would intend to embark upon this project. Provide specific project details, ideas, suggestions, proposed equipment, implementation, training, and project timeline.
- 2) Provide a complete description of your firm to include; the number of years your firm has been in business, as well as the number of years your firm has been doing business in Colorado and the prior experience your firm has had with similar projects.
- 3) Affirmation of your understanding of the scope of services and all conditions or requirements contained in the RFI.
- 4) Provide a copy of your firm's "Mission Statement" and "Standard of Quality Statement".
- 5) Disclosure of conflicts of interest.

H. Company References:

All responses shall include a list of five (5) current references, with a minimum of three (3) being State and/or Local Government clients. 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 response.

I. Questions/Inquires/Addendum:

All questions related to this RFI must be directed to the attention of Sabrina Bach, Administrative Assistant, 100 Third Street, Castle Rock, Colorado 80104, 303-660-7460, [sbach@douglas.co.us](mailto:sbach@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 the close-of-business on June 14, 2024. Responses to all questions will be posted on the Rocky Mountain E-Purchasing System no-later-than June 20, 2024. If it becomes necessary to revise any part of this RFI 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 RFI response.

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

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

All responses must be signed by a duly-authorized official of the company.

All participating respondents, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFI as stated or implied herein. Any alteration, erasure or interlineation by the respondent in this RFI shall constitute cause for rejection by the County. Exceptions or deviations to this RFI must not be added to the RFI pages and must be on company letterhead and accompany the said response. Should the County omit anything from this RFI that is necessary to the clear understanding of the work, or should it appear that various instructions are in conflict, then the respondent shall secure written instructions from the County, as specified herein.

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

A company may withdraw their RFI response at any time prior to the scheduled time of receipt; however, persons or firms withdrawing their RFI response may not submit another response 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.

All information submitted in response to this RFI may be subject to disclosure under the Open Records Act. Respondents are discouraged from providing information that they consider confidential and/or privileged as part of a response to this RFI. 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 County reserves the right to waive any technical or formal errors or omissions and to reject any and all RFI responses, either in part or in whole, if it deems it to be in the best interest of the County to do so.

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

The respondent agrees to abide by all of the laws, regulations and administrative rulings of the United States, the State of Colorado, and the County of Douglas.

All respondents must take into consideration that only the County's contract documents will be used in the finalization of any agreement issued as a result of this RFI or subsequent RFP. All respondents are responsible for reviewing such documents prior to submitting their response; the County's standard contract is attached and incorporated herein as Exhibit "A".

All respondents must submit written disclosure of any known potential conflicts of interest that may result during the course of this project.

## **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 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, Internet-based reporting system called EthicsPoint/Navex Global. The reporting system allows employees to report issues or concerns that they may have in an anonymous and confidential manner. We consider it a critical component in providing a safe, secure, and ethical workplace.

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

#### NON-COLLUSIVE BIDDING CERTIFICATION:

By the submission of this RFI response, the respondent certifies that:

- 1) The RFI has been arrived at independently and has been submitted without collusion with any other firm.
- 2) The contents of the RFI response have not been communicated by the respondent; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the company or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this request.
- 3) No person or company shall submit more than one response resulting from this request.

#### NON-DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under a contract issued as a result of this RFI, the contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The contractor further agrees 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 RFI respondent or any other person or entity whatsoever, for any purpose whatsoever.

Indemnity. The respondent 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 RFI; provided, however, that the RFI respondent need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's officers, agents and employees.

#### INDEPENDENT CONTRACTOR:

The Respondent is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the Consultant to perform work under this Agreement shall be and remain at all times, employees of the Consultant 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 supplier or contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the County RFI without the prior written approval of the County.

#### CANCELLATION:

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

#### EXAMINATION OF RECORDS:

The contractor 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 RFI, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions of such agreement.

#### EXHIBITS:

- 1) Exhibit "A" ~ Standard Public Contract for Services (for information only)
- 2) Exhibit "B" ~ Draft Douglas County 2050 Comprehensive Water Plan RFP
- 3) Exhibit "C" ~ Letter from Douglas County Water Commission

## PUBLIC CONTRACT FOR SERVICES

**THIS PUBLIC CONTRACT FOR SERVICES** (the “Contract”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO** (the “County”), and \_\_\_\_\_ (name of business), a \_\_\_\_\_ (corporation and state of incorporation, LLC, sole proprietorship, etc.) authorized to do business in Colorado (the “Consultant”).

### RECITALS

**WHEREAS**, the County is undertaking certain activities for \_\_\_\_\_ (describe project) ; 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:** \_\_\_\_\_, (the “Authorized Representative”), is designated as 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:** 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 B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**4. MAXIMUM CONTRACT EXPENDITURE:** Any other provision of this Contract notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Contract is \_\_\_\_\_ Dollars (\$\_\_\_\_\_.00) for fiscal year 2023. 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.

**5. TERM:** It is mutually agreed by the parties that the term of this Contract shall commence as of 12:01 a.m. on \_\_\_\_\_, 2023, and terminate at 12:00 a.m. on \_\_\_\_\_, 202\_\_\_\_. 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.

**8. INDEMNIFICATION:** 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. 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 sole negligence of the County's 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: \_\_\_\_\_  
\_\_\_\_\_  
Castle Rock, CO 80104  
E-mail \_\_\_\_\_

with a copy to: Douglas County Attorney's Office  
100 Third Street  
Castle Rock, CO 80104  
E-mail: Attorney@douglas.co.us

and by the County to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

**17. NONDISCRIMINATION:** In connection with the performance of work under this Contract, the Consultant agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

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

**19. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Contract by the Consultant shall comply with all applicable laws, rules,

regulations and codes of the United States and the State of Colorado. The Consultant shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Contract.

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

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

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

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

- 1<sup>st</sup> This Contract, Sections 1 through 28
- 2<sup>nd</sup> Request for Proposal (if applicable)
- 3<sup>rd</sup> Exhibit C- Insurance Requirements
- 4<sup>th</sup> Exhibit A- Scope of Services
- 5<sup>th</sup> Exhibit B- Method of Payment
- 6<sup>th</sup> Response to Request for Proposal (if applicable).

**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 C, 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.

(Remainder of Page Intentionally Blank)



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

(INSERT FULL NAME OF CONSULTANT)

BY: \_\_\_\_\_

ATTEST: (if a corporation)

Printed Name \_\_\_\_\_

\_\_\_\_\_

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

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

DATE: \_\_\_\_\_

Signature of Notary Public Required:

STATE OF \_\_\_\_\_ )

)

ss.

COUNTY OF \_\_\_\_\_ )

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**BY:** \_\_\_\_\_  
**Douglas J. DeBord, County Manager**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPROVED AS TO FISCAL CONTENT:**

**APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**Andrew Copland**  
**Director of Finance**

\_\_\_\_\_  
**County Attorney**

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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

**(insert)**  
Please be specific.

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

**(insert)**

Make sure we have rates if hourly, discrete tasks, if phased, and a definite schedule of invoices  
(i.e. monthly)

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

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

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

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

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

**OTHER INSURANCE PROVISIONS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Special Risks or Circumstances**

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

## **Development of the 2050 Comprehensive Douglas County, Colorado Water Plan**

Douglas County, Colorado is requesting the services of a qualified professional consultant(s) to prepare a 2050 Comprehensive Douglas County Water Plan. Douglas County has recently created the Douglas County Water Commission (DCWC) with the goal of addressing the water supply and demand issues of the County as a whole, well into the future. As such, DCWC has determined that a professional consulting firm is needed to assist in the development of the Water Plan.

Concurrently, the proposal includes the request for services of a geohydrology consultant to prepare a groundwater analysis for Douglas County. The information from that study will need to be included in the Douglas County Water Plan.

The goal of the 2050 Comprehensive Douglas County Water Plan is to inform long-term strategic water planning for Douglas County, its municipalities, special district partners, and rural individual well owners. The Douglas County Water Plan will take a phased approach to address the following:

- Phase I- Water Supply and Demand Analysis; to include identified areas of concern in terms of reliability and quality by aquifer
- Phase 2- Land Use Policy Analysis
- Phase 3- Development of the Douglas County Water Plan

### **Phase I-Water Supply and Demand Analysis**

#### **Water Supply Information Collection**

The consultant will compile input data to develop broad-based water supply information for the County:

1. Water Provider Data Collection
  - a. Gather information from the following and prepare:
    - i. A review and evaluation of water supply plans from all water providers (including municipalities, water districts, special districts, water companies, shared wells, and the like) in the County.
    - ii. Colorado Water Plan, as applicable to Douglas County and its water providers;
    - iii. Basin Implementation Plans, as applicable to Douglas County and its water providers.
  - b. Prepare a water supply profile for all water providers in Douglas County to be developed into a comprehensive water supply and water use profile for Douglas County water providers. A template for water provider data collection and management to include (an example is provided as Exhibit A) water supply information is to be developed and approved by the Water Commission.
  - c. Tabulate water resource supplies and reliability and source of supply use data including:
    - i. Tributary, non-tributary, not-nontributary, alluvial water (well), surface water, water rights, water storage rights, contracts, or commitments of water providers and transfer of water from providers external to Douglas County.
    - ii. Determine and tabulate the average annual yield and safe yield of the surface and groundwater water rights identified above and extrapolated in 10-year increments through 2050;



- iii. Prepare an analysis of the current utilization of wastewater reuse and identify the source of the reuse water with the reuse water source identified as either renewable or non-renewable resources;
  - iv. The information and analysis requested in this Part C may be requested from the water providers in Douglas County or developed independently.
  - d. Other water supply planning information, as applicable, including current and projected water conservation efforts by County water providers to extend supplies and to service new growth through 2050.
  - e. Analyze the results of the information gathered, including the water production history on an annual basis, current and projected water use for each municipality or water district.
2. Mapping, development of figures and digital data
- Identify and map current water supplier boundaries and service areas, as well as existing and projected infrastructure and facilities. Service area boundaries are not mapped by the County and that information must be secured from the individual water supply entities.
    - Municipal and water district wells in the Denver Basin aquifers
    - Individual private wells in the Denver Basin aquifers
  - This information should be provided for use in the Water Plan document itself, as well as electronic data in the form of Arc GIS for use by both the county and the public. The consultant should work closely with Colorado Department of Water Resources (CDWR) in obtaining this data.

#### **Water Demand Projection Analysis**

The consultant will analyze currently planned development, 2050 projected development, and full build out projected water demands by water providers as compared to current water supply. This should include analysis for land within existing water provider service areas and areas expected to be developed utilizing individual wells. This analysis will be used to develop a Countywide gap analysis between water supply and demand.

- Supply and demand analysis, individual wells (all wells not included in a water provider territory):
- The consultant will utilize the CDWR well database information to catalogue the location of all Denver Basin wells and assign an estimated production level to approximate the total, current supply from these sources to support the gap analysis. The consultant will forecast future consumption by assuming wells currently in production will continue to produce at the current rate (with decline curves by aquifer) and by adding the anticipated consumption from future wells. The consultant will use whatever growth analysis in rural areas that is available from the County to project a new well count. The intent is to account for the current and future production for this sector in the Gap Analysis through 2050.

#### **Water Supply and Demand Analysis Report**

- Prepare a report that presents the data collected and the findings, identifying areas and aquifers of concern including quality.

- Provide a draft report and present on the contents to the DCWC and Douglas County Board of County Commissioners.
- Prepare a final report based on any feedback received.

## **Phase 2- Land Use Policy Analysis**

The consultant will prepare a Land Use Policy Analysis and assist in developing draft land use policies. The consultant will perform the following tasks:

- a. Data development tasks will update information to describe existing, 2050, and full build out conditions. Scenarios should include present day, 2050, and full build out consistent with modelling performed for the SMWSA Master Plan, other Water District Plans and County land use approvals.
- b. Existing land use conditions: Determine those land uses that are currently in place or legally vested to develop as approved.
- c. Future land use conditions: Determine those land uses that are currently anticipated in local comprehensive plans, approved development plans, and augmented by County or other local jurisdiction staff knowledge of pending major development proposals and their impact on water supply demand.
- d. Full build out conditions: Without a cap on expected total population, forecast development patterns to reflect an ultimate land use scenario.
- e. Data should be based on State Demographer estimates, supplemented by regional estimates/forecasts where appropriate. If available data appears inconsistent with known development trends, recommend adjustments that would be consistent.

The consultant will provide an analysis as to how current water provider plans and service areas align with and address future needs as currently envisioned in the Land Use Scenarios.

## **Phase 3 – Development of the Douglas County Water Plan**

The consultant will create the overall Douglas County Water Plan using the information gained from Phases 1 and 2 as well as from information gained from the Groundwater Modeling and Assessment work done by another consultant. The consultant will facilitate meeting(s) with the DCWC to develop recommendations for policy consideration, and/or other study and additional analysis to inform policy. The recommendations will be informed by the observations and findings of the consultant in conducting Phase 1 and Phase 2 work. The consultant will also be expected to identify and discuss alternative renewable water alternatives that may serve the County in the future. The consultant will be expected to lead and participate in up to three public meetings during the creation of the Water Plan to hear the concerns of the public and to present information developed during the study.

The Douglas County Water Plan is expected to include the following sections:

1. Executive Summary presented in a format that is user-friendly and easily understood and accessible to the public, such as a summary or brochure condensing the findings
2. Maps and graphics to enhance the readability and ease-of-use of the plan
3. Summary of Phase 1 – Water Supply and Demand Analysis Report- Full report to be included as an appendix
4. Summary of Phase 2 – Land Use Policy Analysis- Full report to be included as an appendix

5. Summary of Groundwater Analysis performed by a separate consultant- Full report to be included as an appendix
6. Summary of Public Engagement

The Douglas County Water Plan should also include (if not already addressed in Sections as described above):

1. Overview of current regional connections and opportunities for new interconnections, including:
  - a. Mapping of current water supply interconnections between water providers
  - b. Summary of intergovernmental agreements and opportunities for new interconnections
2. Assessment of water infrastructure and storage needs
  - Analysis of the Reuter Hess reservoir current and future conditions and operations
  - Analysis of the WISE project
  - Analysis of aquifer storage (ASR) opportunities and potential locations
  - Assessment of the location of any new proposed storage locations in Douglas County
3. Identification of potential renewable water supply projects or systems that could serve the future needs of Douglas County.
  - Water project reviews and evaluations including the assessment of project yields, costs, permitting, local support and opposition, and Federal environmental compliance issues, and 1041 Regulations (Matters of State Concern).
4. Identification of reclamation and reuse opportunities and analysis requirements
5. Integration of agricultural efficiencies, if applicable
6. Conservation practices, including assessment of technologies, regulations, and incentives to extend water supply for all water user types
7. Options for extending the life of the Denver Basin aquifers (e.g., change pumping rate from a 100-year basis to a 300-year basis) based on findings in the groundwater analysis.
8. Identification of higher risk aquifer areas of reliability and quality, including the costs of replacing wells.
9. Discussion of impacts on existing rural well users in County growth scenarios and mitigation
10. Cost analysis to implement recommendations that may close the supply gap (if applicable) identified in Phase 1 – Water Supply and Demand Analysis

A final presentation of the report's findings and recommendations to the DCWC and Douglas County Board of County Commissioners will be expected. Consultant preparation and attendance at up to three additional public presentations will also be requested.

## **General Project Management Expectations**

- Prepare a Work Plan that provides a timeline for the plan based on the completion of tasks, deliverables, or milestones. The Work Plan will be provided to the DCWC within 30 days of Notice to Proceed.
- Provide monthly progress reports to County staff, including updates to schedule and budget.
- Provide presentations and updates to County staff, the DCWC and other stakeholders at key project points, as defined by County staff. This will include publicly noticed meetings of the Water Commission.
- Develop a public engagement program and work with stakeholders to provide input to engage the public and stakeholders in productive conversations.

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## Exhibit A - Example Water Supplier Survey

### Current Average Year Demand

Describe how your entity defines an SFE, EDU, ERU or other unit.

What is your actual average annual consumption of 1 SFE (or other planning unit)?

Total current number of active service connections

- ⇒ SFE's
- ⇒ # of connections

Total current number of Active Service Connections with Zero Use

- ⇒ SFE's
- ⇒ # of Connections

Potable Treated Water Demand

- ⇒ AFY
- ⇒ SFE's

Non-Potable Demand Met by Raw Water

- ⇒ AFY
- ⇒ SFE's

Non-Potable Reuse (Reclaimed) Water Demand

- ⇒ AFY
- ⇒ SFE's

Of your total current demand (potable and non-potable), what percentage is satisfied by reusable supplies? (%)

### Current Customers by Category and Associated Water Use

For each category, provide:

Number of Customers by Category as SFE's and Active Service Connections

Average Annual Water Use by Category (Based on Prior 5 years use), as AFY and Avg MGD

Categories:

- ⇒ Residential Single Family
- ⇒ Residential Multi-family
- ⇒ Utility/Municipal

- ⇒ Commercial/Industrial
- ⇒ Irrigation Only
- ⇒ Wholesale Water (Provided to Others)
- ⇒ Wholesale Water (Receiving from Others)

### **Water System Connections**

Do you currently have any connection with other Water Entities?

- ⇒ Yes/No

Please provide the following information about your connection(s) with other Water Entities/Water Providers:

- ⇒ Connection Type
- ⇒ Annual Average Delivery from Connection (AFY)
- ⇒ Providing or Receiving?
- ⇒ Entity Connected To
- ⇒ Location Description

### **Current Water Supplies**

What is your current Total Firm Water Supply from all sources (not including reusable supplies)?

- ⇒ AFY

What is your current Total Firm Water Supply from reusable sources?

- ⇒ AFY

For each of the water source categories, please provide the volume by % and by AFY

- ⇒ Wholesale Water
- ⇒ Surface Water
- ⇒ Alluvial Water
- ⇒ Denver Basin Water
- ⇒ Designated Basin Water
- ⇒ Total (Not including reusable supplies)

For each Water Source Category, please provide the demand splits for Potable and Non-Potable sources (First Use splits as %).

Briefly describe how each water supply is utilized by your entity (e.g. primary base supply, to meet irrigation demands, peaking demands in summer, etc.).

### **Additional Survey Information Requests that are unrelated to the Gap Analysis that may be considered:**

- Water Conservation and Landscaping Standards; having a documented plan, incentives, use of landscape standards, have set water use goals

- Map, or maps of key infrastructure with sizing and capacity information, which could include pipelines, diversion, wells, storage and WTFs.
- Identification of Regional Project, Planning and Partnerships that you are currently a part of.
- An invitation to provide important references such as studies, master plans or other.

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## Groundwater Analysis

Douglas County, Colorado is requesting the services of qualified professional consultants with expertise in geohydrology of non-tributary ground water, specifically the Denver Basin, to assess the current conditions across the basin and assist with estimates of current and future water availability. The contract is envisioned to run for three years (subject to ongoing appropriations) with reporting to the Douglas County Water Commission and the Douglas County Board of Commissioners. This Groundwater Analysis Project will run concurrently with the development of the Douglas County Water Plan and will be used to inform that plan by including observations and findings from the groundwater analysis.

The consultant will be required to submit a summary of their qualifications and history of project work for Douglas County, other Counties, and other government entities or water providers for consideration.

The consultant is invited to discuss their recommendations for the methods and means to be used to meet the goal of assessing available groundwater and forecasting future availability. The County recognizes that making these estimates is a complex task and welcomes the consultant's input and recommendations for best practices on how to conduct the analysis in a manner that supports the goal of estimating available groundwater, as well as identifying and focusing efforts on known or eminent aquifer stress.

The project elements for this proposal are as follows:

- a. The consultant will review and include as appropriate, information regarding aquifer water levels and volumes based on available data from the US Geological Survey (USGS), Colorado Department of Water Resources (CDWR), Douglas County, Water Districts, well users, and any other publicly available data that the consultant deems relevant. The consultant will collect information on the availability and use of non-tributary groundwater (Denver Basin) in the County and adjacent counties that rely on the Denver Basin (Arapahoe, Elbert, and El Paso) using available research and models.
- b. The intent is to characterize the condition and health of the County aquifer's, location by location over time. To facilitate the analysis, the consultant will delineate locations or regions for analysis based upon the concentration of wells, known or anticipated, radium or other contamination, aquifer stress, areas of high production or other regionalization parameters deemed appropriate to guide the methods and measurements used. The consultant will develop information regarding aquifer water levels and volumes pumped by well, based on data from USGS (including reports prepared for the Rural Water Authority of Douglas County and Elbert County), the CDWR, Colorado State University and other entities collecting groundwater use and water level data.
- c. The consultant will prepare an estimate of the currently available groundwater (including water quality considerations) within each Denver Basin aquifer formation based on current pumping rates reflecting a robust analysis of remaining groundwater available in the Denver Basin aquifers. This analysis will include information based on an extrapolation through the year 2050, in 10-year increments.
- d. The consultant will identify the data needs and assess the completeness of information on a location basis. This assessment will include a determination if sufficient data is available at that location to estimate current and future groundwater availability, or not.



## **Douglas County Water Commission Request for Information**

Douglas County, Colorado created the Douglas County Water Commission (DCWC) in late 2023, established by Resolution R-023-112. The overall purpose of the DCWC is to create a 2050 Comprehensive Water Plan (Water Plan) and to revise the plan as needed in the future. The DCWC will advise the Board of County Commissioners on water topics and broaden public awareness of water supply and provisions of water services in Douglas County. The DCWC recognizes the need for professional consulting services to prepare and complete the Water Plan, in conjunction with input and overview from the DCWC.

The DCWC plan to issue a Request for Proposal (RFP) for the development of a Douglas County Water Plan. However, prior to the issuance of an RFP, the DCWC is issuing this Request for Information (RFI) to solicit input from qualified consultants. Members of the DCWC recognize that there can be multiple approaches to the development of a Water Plan and as such, welcome the input from others with the appropriate experience in water planning. A subcommittee of the DCWC worked with the Water Commission to create the envisioned scope of work, which has been provided in this RFI for your review.

The draft RFP envisions the project to be conducted in phases, but please note that the phases will likely be executed in parallel and not sequential. Phase 1 does initiate the project and includes setting up the project management structure for the entire project. We also expect that some tasks are better defined than others and can be expected to start and finish earlier. Results will be consolidated in the ending Phase 3, the plan development. The DCWC does expect task results to be delivered on an ongoing basis for review as they become available.

A summary outline of the project is as follows:

### **Phase 1: Water Supply and Demand Analysis**

Task 1: **Water Supply Information Collection** (Broad based water supply characterization)

Task 2: **Water Demand Projection Analysis** (The supply/demand Gap Analysis)

Task 3: **Groundwater Analysis** (In depth groundwater availability study)

Although start dates for the Tasks could be close to the same, we expect Task 2 to finish first and inform Phase 2. Task 1 and Task 3 will run on their own timelines. The County is reserving the option to execute the Groundwater Analysis under a separate RFP depending on the feedback from the RFI process.

### **Phase 2: Land Use Scenario Planning**

Separate tasks have not yet been fully delineated and finalized awaiting input from the RFI process. This phase scope will be reviewed and finalized in the RFP by the County Community Development office. Comments are welcome.

### Phase 3: **Development of the Plan**

Although separate tasks have not yet been delineated, a compilation of possible, desired outcomes from the Commissioners has been presented. The DCWC welcomes suggestions from the contractors on the feasibility of obtaining these outcomes efficiently and in a way that best informs the Commission and the public. Although work on Phase 3 may be ongoing, Phase 1 and 2 must be completed first.

### All Phases: **General Project Management Expectations**

Final form, structure and PM requirements will be set in the final RFP.

If your firm is interested in this project, please submit a brief letter of interest or additional information of your choosing on your approach to this project or how your approach would be different than the scope of work in the draft RFP. Statements of qualifications and information on your firm can be added as an appendix and should include:

- a. Familiarity with Douglas County and county water issues
- b. Demonstrated expertise in water supply planning and water availability studies
- c. Your firm's ability to support the project the project with appropriate resources and complete the project in a timely manner
- d. Identification of key subcontractors or other experts you would engage to complete the project

Letters of interest must be submitted back to Douglas County planning staff as per instructions included in the public posting of the RFI. Based upon the responses, you may be asked to do a 30-minute presentation to the full water commission to openly share your opinions on the RFP and how you would be prepared to respond. The DCWC is targeting July 22, 2024, for these presentations. Following receipt of the written comments and recommendations, and presentations, the DCWC will work to in earnest to put the RFP in final form and issue it for bidding.

Please note, no estimated costs or pricing should be included at this time.

We appreciate your interest in this project and look forward to hearing from you.



**AGENDA ITEM**

**DATE:** June 3, 2024  
**TO:** Douglas County Board of County Commissioners  
**THROUGH:** Douglas J. DeBord, County Manager  
**FROM:** Holly Carrell, Special Project Manager  
**SUBJECT:** Broadband Initiative Update

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Staff has been working with HR Green, Inc. to advance the Board of County Commissioner’s (Board) broadband initiative and prepare for the upcoming Broadband Equity and Access Deployment (BEAD) grant opportunity being administered by the Colorado Broadband Office. New information regarding the program has become available which staff will share with the Board and seek direction.