



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7032-19**

RFP Title: **Safety Program Assessment**

Mandatory Pre-Proposal Meeting: N/A

RFP Questions Due: April 11, 2019; 2:00 PM

County Response Due: April 18, 2019

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Proposal Section
- Submittal Instructions
- Signature Page
- Attachment A-Sample Contract
- Attachment B-Org Chart
- Attachment C-Safety Committee Charter

SUBMITTAL DUE DATE: APRIL 25, 2019
2:00 PM



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PROPOSAL INSTRUCTIONS

BACKGROUND:

Boulder County Parks and Open Space (BCPOS) is requesting proposals from qualified firms to conduct a comprehensive assessment of the department's safety structure, practices and overall safety program. The selected Contractor will complete all aspects of the project within ninety (90) calendar days from the date of Notice to Proceed.

CONTRACT LANGUAGE:

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this RFP.

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another proposer based on **RFP # 7032-19**, re-bid the work, or proceed in any lawful manner the County deems necessary.

PRE-PROPOSAL MEETING:

A Pre-proposal meeting will NOT be held for this Project.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Sample Contract
2. Attachment B: Org Chart
3. Attachment C: Safety Committee Charter

WRITTEN INQUIRIES:

All inquiries regarding **RFP # 7032-19** will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **April 11, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **April 18, 2019**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

SUBMITTAL INSTRUCTIONS:

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on April 25, 2019**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7032-19** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 7032-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any proposals received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all proposals, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, prices and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Bids submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public

(Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident proposer who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that proposer. Proposers may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

SPECIFICATIONS:

Purpose:

The purpose of this RFP is to solicit proposals from qualified firms to partner with BCPOS to conduct a comprehensive review and assessment of all department operations to identify safety shortcomings and risks as well as clear needed changes that can be made to address inadequacies/risks. Services will include leveraging industry knowledge and best practices to assess and evaluate the following: existing department safety programs, organizational structure in relation to safety, talent level, initiatives, training, metrics, policies and both peer and non-peer benchmarking. We are seeking a consultant with cultural expertise and experience working with public and private entities and who has demonstrated success supporting safety programs.

Background and Data:

BCPOS employs various safety methodologies across the organization to provide a safe and healthful workplace. Boulder County is a local jurisdiction within the State of Colorado and therefore has no jurisdictional relationship with the Occupational Safety and Health Administration (OSHA). That said, the department desires to ensure that it is utilizing best practices related to safety and risk assessment for the wide variety of activities and conditions its employees work in.

The department, now in its 44th year, has grown to encompass over 140 full time staff, 75+ seasonal/hourly employees, and robust volunteer program. Safety has always been important, but it is apparent that the overall safety culture can improve. There is need for a global independent look at the department to assess what are the biggest risks we face and how we can get employees looking at risk in a greater way in all that is done.

The department has a variety of disciplines and job classifications to carry out its mission of: To conserve natural, cultural and agricultural resources and provide public uses that reflect sound resource management and community values (see attachment "B" for org chart). While county wide employee safety falls under the responsibility of the Risk Management office, individual departments are responsible for developing employee safety policies, procedures and practices to address the unique work environments of each. Risk Management personnel are available to Parks and Open Space to provide guidance toward developing effective safety and health programs unique to their specific areas of work.

The department started a safety committee in 2018 that is focused on improving safety practices (see attachment “C” Safety Committee Charter).

Scope of Services:

Consultant Responsibilities:

The selected consultant or consulting team shall be responsible for the following scope of services. The consultant may propose to add additional task items or phases to the following scope. Creativity and unique project approaches are encouraged provided that the base scope of services is achieved. The consultant should have at least one safety related certification such as: CSP (Certified Safety Professional – Board of Certified Safety Professionals), CHST (Construction Health and Safety Technician – Board of Certified Safety Professionals), Advanced Safety Certificate (National Safety Council), or other relevant certifications/accreditations.

Planning:

Meet with the BCPOS Project lead to coordinate project, department document review needs, and on-site assessment and personnel interviews.

Assessment:

1. Department Assessment

- a) Conduct on-site safety assessment of the department. Using the department organization chart, provide an expected timeline needed to complete an assessment that:
 - i. Assess existing organizational safety practices, initiatives and culture through document review, personnel interviews and onsite observations. Interviews will include individuals from all levels of the department.
 - ii. Assess departmental safety practices and initiatives.
 - iii. Assess policies and training materials.
 - iv. Assess current allocated resources related to safety and the department’s ability to provide tools to employees to identify risks and best management practices related to safety.
 - v. Identify the biggest risks the department faces.

2. Statistical Assessment

- a) Assess BCPOS against current best safety practices and benchmarks established by other public land management organizations.
- b) Assess BCPOS against current best safety practices and benchmarks established by other local government agencies.

Deliverables:

The consultant will complete the following tasks.

1. In conjunction with the on-site assessment or shortly thereafter, delivery of a thorough oral presentation of preliminary findings related to the department internal assessment and statistical assessment of best safety practices and benchmarks to the staff review team.
2. Prepare an 80% draft report detailing key findings and recommendations to improve safety at BCPOS. Safety recommendations can also include any potential changes/alternatives to organizational structure and work group function to enhance safety in the department.
 - a. Prepare an 80% progress draft for staff review team including general layout, outline of subject areas and draft supporting text. BCPOS will work with the selected consultant to develop the format type.
 - b. Report should include appendix listing findings from the on-site assessment and statistical best safety practices and benchmark review assessment.
 - c. Provide a two week draft document review period to ensure review and discussion by staff review team
 - d. Meet with the staff review team to review the draft documents, discuss project progress, identify areas for additional coordination, and review staff comments on the draft document.
3. Provide final report detailing key findings and recommendations to improve safety at BCPOS.
 - a. The final report will be a narrative (with potential graphics and tables) document produced in a user-friendly format for county staff.
 - b. It should be an electronic file such as a Word document or PDF.

PAYMENT:

Contractor will be issued 2 payments.

(1) The first payment for 33% of Total Bid will be issued after the Contractor completes the department and statistical assessment.

(2) A final payment will be issued after the Project is completed and accepted by the County.

PROJECT COMPLETION SCHEDULE:

The successful proposer will have ninety (90) calendar days after execution of the contract to complete the work.

CONFLICT OF INTEREST:

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

CHANGE ORDERS:

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors and/or designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

HOURS OF OPERATION:

Contractor work hours shall be designated as **Monday through Friday, 8:00 a.m. to 4:30 p.m.** Work on Saturdays and Sundays, nights, and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA:

Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

- a. All GIS data must be ArcGIS 10.x compatible. Shapefiles may be accepted with written, pre-approval, from the County.
- b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at: <https://assets.bouldercounty.org/wp-content/uploads/2018/03/metadata-standards-contractors.pdf>
- c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County's GIS system, if necessary.
- d. All spatial or georeferenced data will be provided to the county in the following coordinate system:

- i. Name:
NAD 1983 HARN State Plane Colorado
North FIPS 0501 Feet
- ii. Unit:
Foot US
- iii. Projection:
Lambert Conformal Conic
- iv. Horizontal Datum:

- North American Datum 1983 HARN
- v. Vertical Datum:
North American Vertical Datum 1988
- vi. Spheroid:
GRS 1980

Additionally, Contractors are responsible for capturing section corners or quarter corners for specific projects to be added into the Public Land Survey System (PLSS) project for updating the section corners, Contractors shall provide high-accuracy PLSS monument coordinates for each corner section or quarter corner section monument used as control points or that occur within the project area (“putting it on the cap”) as is reasonable, depending on the difficulty to access the point. All positions to be collected shall be required to use (at a minimum) the Real-Time Kinematic (RTK) method.

ADDITIONAL ITEMS:

- a. Willingness to abide by the Terms and Conditions as outlined and provided for in the Sample Contract included within this RFP.
- b. Firm selection will not be based solely on the lowest cost, but as outlined in the Evaluation Criteria.

PROPOSED TIMELINE:

RFP Advertised	April 5, 2019
Proposal Due Date	April 25, 2019, 2:00 P.M.
Interviews (If needed)	Proposal Due Date + 14 days
Notice to Proceed	BCPOS and/or BOCC Approval
Project Initiation/kick off	Notice to Proceed +15 days
On -site Assessment	Notice to Proceed +30 days
Statistical Assessment	Notice to Proceed +30 days
Oral presentation to Safety Committee	Notice to Proceed +45 days
80% Draft Report	Notice to Proceed +75 days
Final Report	Notice to Proceed +90 days



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

Note that the insurance amounts listed below are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

***This type of coverage will be required to remain in place and be maintained by the selected contractor for the 2-year period as noted after completion of the Project.**

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

Automobile Liability \$1,000,000 Each Accident
 Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
 Statutory limits

***Professional Liability or Errors and Omissions**
 \$1,000,000 Per Loss
 \$1,000,000 Aggregate
 Coverage maintained or extended discovery period for 2 years

W-9 REQUIREMENT:

Please provide a copy of your business's W-9 with your proposal.



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SUBMITTAL CHECKLIST

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE:

Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name of your company / organization
	Type of organization (Corporation, Partnership, etc.)
	Address
	Name and Address of the Partners and Subcontractors if applicable
	Contact Person(s)
	Telephone, fax, and email
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

Proposals received that conform to the instructions will be evaluated based on approach, experience, availability and cost. Interviews may be held with the finalists, prior to awarding the contract. Award will be made to the submitting the advantageous proposal as solely determined by Boulder County.

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Description	Points
Project approach or work plan a. Understanding of general schedule and work tasks	20
Staff & Experience a. Firm or staff experience with similar project b. Examples of similar work	50
Budget/Cost Proposal a. Overall cost of services	20
Presentation a. Document b. Presentation to staff team (if required)	10
Total Possible	100



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PROPOSAL SECTION

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1	On-site department internal safety assessment and statistical assessment with preliminary oral presentation to safety committee.	_____
2	Electronic file report detailing key findings and recommendations to improve safety at BCPOS.	_____

TOTAL \$_____

Company Name

Name of person and title submitting PROPOSAL (PLEASE PRINT)

Signature of Bidder

Date

SUBMITTAL INSTRUCTIONS:

Proposal Content:

The proposal must contain all of the following information, in the same sequence as presented below. Each proposal should be straightforward and concise to satisfy the requirements of this RFP. Please limit length of proposal sections to the maximum pages noted.

2. Cover Letter:

Provide a cover letter providing brief background experience specific to this project for the principal individuals who will work on this project. Provide a list of sub-consultants (if using) intended to be hired for the project and relevant background experience. Provide a statement of staff time commitment to adhere to the targeted schedule.

3. Project Approach:

Provide a concise explanation of the consulting team's approach to the project in this section. Please include the following:

- a. Description of the project team relationships (two – page maximum)
- b. Timeline of project milestones (one – page maximum)
- c. Description of each major task that is anticipated for the project – purpose of task, number of hours required per staff member, and expected end product. (Limit pages to the extent possible
- d. Description of the team's approach to the staff interviews and on-site assessment (two – page maximum)
- e. Description of the proposed deliverables of 80% and the final document. Specifically what materials will BCPOS receive to review and provide feedback? (One – page maximum)
- f. Provide examples of relevant and similar project experience completed by the firm or consulting team that exhibit the consultant's work style, depth and work quality (limit pages to the extent possible).
- g. Provide a list of three (3) public sector agencies for which you provided similar services to those contained within this Scope of Services within the past five years. Include the names, titles and phone numbers of appropriate contacts at these organizations that are able to discuss the details of the services your firm provided; and
- h. Provide the fees for all the services described in the preceding pages, fees for additional services if applicable, total not-to-exceed fees and current year rate sheet (limit pages to the extent possible).



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SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below, I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

Signature of Person Authorized to Bid on Company's Behalf **Date**

Note: If you cannot certify the above statements, please explain in a statement of explanation.

ATTACHMENT A-SAMPLE CONTRACT

BOULDER COUNTY CONTRACT FOR SERVICES

THIS CONTRACT ("Contract") is entered into between the COUNTY OF BOULDER, State of Colorado, acting by and through its Board of County Commissioners ("County") and LEGAL COMPANY NAME INCLUDING DBA ("Contractor"), a Colorado Corporation, Address, City, State, zip code (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:

a. The Scope of Work, or/and Bid Specifications of Boulder County RFP No. XXXX-XX, together with any alterations and/or modifications to these Specifications ("the Bid Documents");

b. The Contractor's proposal in response to the Bid Document (the "Proposal") including the Contractor's fee schedule.

2. Work to be Performed: The Contractor agrees that it will, in a good and workmanlike manner, at its own cost and expense and strictly in accordance with this Contract, including all documents incorporated herein, furnish all labor, material and equipment and do all work necessary, or incidental to complete the following Boulder County project, RFP NO. XXXX-XX; (hereinafter referred to as the "Project").

It is mutually agreed by all Parties, any unforeseen, unscheduled or unexpected change orders, modifications or additional services or additional funding required for this Project, shall be submitted by the Contractor, in a separate, written document, including an itemized fee schedule, complete description and completion schedule shall be presented to the County for review. Approval from the County, in writing, must accompany all Project Change Order requests.

3. Geographic Information System (GIS) Data: Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

a. All GIS data must be ArcGIS 10.x compatible. Shapefiles

may be accepted with written, pre-approval, from the County.

b. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at: <https://assets.bouldercounty.org/wp-content/uploads/2018/03/metadata-standards-contractors.pdf>

c. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County's GIS system, if necessary.

d. All spatial or georeferenced data will be provided to the county in the following coordinate system:

- i. Name:
NAD 1983 HARN State Plane Colorado
North FIPS 0501 Feet
- ii. Unit:
Foot US
- iii. Projection:
Lambert Conformal Conic
- iv. Horizontal Datum:
North American Datum 1983 HARN
- v. Vertical Datum:
North American Vertical Datum 1988
- vi. Spheroid:
GRS 1980

Additionally, Contractors are responsible for capturing section corners or quarter corners for specific projects to be added into the Public Land Survey System (PLSS) project for updating the section corners, Contractors shall provide high-accuracy PLSS monument coordinates for each corner section or quarter corner section monument used as control points or that occur within the project area ("putting it on the cap") as is reasonable, depending on the difficulty to access the point. All positions to be collected shall be required to use (at a minimum) the Real-Time Kinematic (RTK) method.

4. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

5. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

6. Payment: In consideration of the foregoing, the County hereby agrees to pay to the Contractor the amounts required for the completion of the project at the base bid amount of \$0,000.00 (NO THOUSANDS NO HUNDREDS DOLLARS AND 00/100THS; 000.0000000.00000.0000000000.00000), all according to the provisions and subject to the conditions as set forth in the Contract Documents.

Contractor shall submit, in writing, to Boulder County, a request for all payments. Upon receipt of applicable guaranties/warranties as specified in paragraph 9, Representations, Guaranty and Warranties, final payment shall be paid upon the satisfactory completion of the Project. The County, in its sole discretion, shall determine satisfactory completion.

Invoices submitted must contain sufficient information detailing all expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed, rate per hour, number of hours worked, mileage, mileage rate, and any associated administrative fees. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

- a. Send completed invoices to:
pospayables@bouldercounty.org or to
Boulder County
Parks and Open Space Department
Attention: A/P
5201 St. Vrain Road
Longmont, CO 80503
- b. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
- c. The County reserves the right to recoup any damages incurred as a result of Contractors failure to submit invoices pursuant to the terms of this paragraph.

7. Term and Time: This Contract shall begin and become effective on and as of the date of execution by the parties which date is specified on the signature page of this Contract.

It is further agreed that time is of the essence and work shall begin within five (5) days of execution of the Contract, and when a "Notice to Proceed" has been issued by the County, unless determined differently by the County, in its sole discretion, and be COMPLETED IN 90 DAYS FROM DATE OF NOTICE TO PROCEED, unless

additional time shall be allowed by the County, in writing.

The Contract shall be in full force and effect, subject to the Termination provisions as set forth in paragraph 22 of this Contract.

8. Retainage: The County reserves the right to withhold a retainage of ten percent (10%) on any or all payments until all of the work is accepted by the County, at its sole discretion, as satisfactory and complete.

9. Representations, Guaranty and Warranties: Contractor shall furnish the County with a written guaranty covering all labor, materials and workmanship incorporated in the work for one year upon completion of the Project. Where the specifications require additional warranties or guarantees, the Contractor shall procure such warranties and deliver them to the County on completion of the work. Such warranties will not lessen the Contractor's responsibilities under the purchase order documents. Whenever warranties or guarantees are required by the specifications for a period longer than one year, such longer period shall govern. Contractor acknowledges final payment terms as specified in paragraph 6, Payment.

Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- b. Any individual executing this Contract is authorized to do so by the Contractor;
- c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and
- d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

10. Bond Submittal: [RESERVED]

11. Permits, Licenses, Locates and Codes: The Contractor shall have full responsibility for identifying and obtaining, prior to the start of work under this Contract, and for maintaining throughout the term of this Contract, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work under the terms of this Contract also satisfy the provisions of this paragraph.

12. Contractor Licensing: General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Land Use Department. Electricians and plumbers must be licensed through the State of Colorado and registered with the Boulder County Land Use Building Safety and Inspection Division. Furthermore, it is required for all Architects, Professional Engineers and Professional Land Surveyors to be fully-licensed through the State of Colorado. It is the responsibility of the Contractor to apply for and ensure the appropriate Contractor's license is obtained.

Project shall not proceed until said document(s) are received by the Parks and Open Space Contract Coordinator, as listed in paragraph 24, Notices.

13. Sustainability: The County encourages the Contractor to incorporate the practice of recycling and/or reuse of construction and/or de-construction materials in a manner that will allow maximum recycling/reuse of Project materials.

14. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other

persons acting under the Contractor's direction or control.

15. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

16. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

d. Professional Liability (Errors and Omissions).

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The Contractor shall forward certificates of insurance directly to the Boulder County Parks and Open Space Department, 5201 St. Vrain Road, Longmont, Colorado, 80503, Attention:, demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract.

Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

The additional insured wording shall be as follows:

County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.

Certificate Holder:

Boulder County
Attn: Risk Manager
P.O. Box 471
Boulder, CO 80306

Notice of Cancellation:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

17. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

18. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations, either by competitive bidding or negotiation, by the Contractor for any Work related to this Contract to be performed under a subcontract, including procurement of materials

or equipment, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices, as set forth above.

19. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, as determined by the County within its sole discretion, the County shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the Contract until the Contractor complies with the nondiscriminatory provision set forth in paragraph 17 of this Contract; and/or
- b. cancellation, termination, or suspension of the Contract, in whole or in part, effective upon seven (7) days written notice to the Contractor pursuant to paragraph 22 of this Contract.

20. Subcontractors: The Contractor will include the provisions of paragraphs 17 through 19 in every subcontract, including procurement of materials and leases of equipment. The Contractor will take such action with respect to any subcontractor or procurement as the County of Boulder may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the County may, at its own discretion, enter into such litigation to protect the interests of the County.

21. Post Completion: Final payment made to the Contractor, on account of the work, shall not operate to relieve the Contractor of responsibility for faulty material or workmanship, and unless otherwise provided, the Contractor shall remedy any defect due thereto and pay for any damages resultant there from.

22. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will

be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 24, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination. In such an event, Boulder County is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Contract beyond that amount which has been appropriated and made available for this Contract and neither party shall have any further liability hereunder, said Contract to cease and terminate as of such date.

b. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform any provision of the Contract, the County, after seven (7) days written notice to the Contractor and without prejudice to any other remedy it may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and may finish the Work by whatever method it may deem expedient, if such expense exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the County.

c. In the event the County exercises either of the termination rights specified in paragraphs 22(a) or 22(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

d. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be

effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 24.

Termination of work hereunder shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work, under the Contract, is terminated and the date upon which such termination becomes effective. After receipt of the "Notice of Termination", the Contractor shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. The Contractor shall then submit a written claim for all outstanding amounts to the County, due within the timeframe as specified, thirty (30) days, upon receipt of "Notice of Termination", from the County.

23. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

24. Notices: For purposes of the notices required to be provided under paragraphs 16, and 22, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered to the following representatives of the parties at the following addresses:

For the County: Parks and Open Space Department
Attention:
5201 St. Vrain Road
Longmont, CO 80503

For the Contractor: Name of Company
Project Contact
Address
City, State ZIP
EMAIL

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 22 shall commence to run on the day after the postmarked date of mailing.

25. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

26. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation

in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Contract, the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

27. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

28. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

29. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

30. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

31. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

32. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

33. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

34. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

35. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

36. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports

which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

37. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

38. No Suspension or Debarment: [RESERVED]

39. Water Discharge Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, zoned as Stormwater Permit Areas, Contractor must comply with the requirements of MS4 permit (COR090000) and the MS4 Program Description Documents, which are available through the Colorado Department of Public Health and Environment.

40. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived,

discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to County all right, title and interest in and to any Work Product.

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by BOULDER COUNTY on _____.

COUNTY OF BOULDER
STATE OF COLORADO

ATTEST: _____

Chair, Board of
County Commissioners

Clerk to the Board of
County Commissioners
(SEAL)

CONTRACTOR

Name & Title

Executed by CONTRACTOR on _____.

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at:
<https://e-verify.uscis.gov/enroll/>.

ATTACHMENT-B

Organizational
Chart
March 26, 2019

**BOULDER COUNTY
PARKS AND OPEN SPACE DEPARTMENT**
Eric Lane, Director

Special Projects Manager
Tina Nielsen

Public Information & Engagement Manager
*Vivienne Jannatpour

Partnership Coordinator
Karen Imblerowicz

Web Administrator
Nik Brockman

Administrative Coordinator
Renata Frye

**CSU Extension
Director
Laura Larson**

Accounting Clerk III
Donna Lee

Admin Techs
Audra Harders
Amy Lippold
Lisa Wallace

Horticulture
Entomologist & Master
Gardener
Carol O'Meara
Kristen Anderson

Small Acreage Coordinator
Sharon Bokan

Agriculture Natural Resources
Adrian Card

Family Consumer
Science
Ann Zander

Horticulture
Deryn Davidson
Allison Appelhans

4H Youth Leader
Development
& Outreach
Lisa Terry

4H Youth Development &
Livestock Agent
Brenda Kwang

Longmont Soil Conservation
Service
OPEN

**Resource
Management
Therese Glowacki**

Admin Tech
Sukey Williams

Education & Outreach
*Pascale Fried
Larry Cobenson
Rachel Gehr
Michelle Marotti
Deborah Price
Amanda Hatfield
*Sheryl Kippen
Jim Drew

Forestry & Fire
*Stefan Reinold
Scott Golden
Wayne Harrington
Shane Milne
Zach Price
Nick Stremel

Plant Ecology
*OPEN
Cameo Cimo
David Hirt
Jennifer Kesler
Steven Hauptli

Weeds
*Steve Sauer
James Sebastian
Joe Swanson
Malcom Wiley

Wildlife
*Susan Spaulding
Michelle Durant
Dave Hoerath
Mac Kobza
Tim Shafer

**Administration
Catherine
Bourdeau**

Administrative
Supervisor
*Erik Welch

Contract Specialist
Renee Bookless

Admin Spec/Property Manager
Melissa Weber

Grant Coordinator
D'Ann Lambert

Personnel Specialist
Lori Wuertz

Lead Accounting Clerk
Yasi Taylor

Business Operations Tech
Brigitte Klaube

Resource Protection
Ranger Supervisor
*Bevin Carithers

*Erin Hartnett, Senior Ranger
Kevin Grady, Heil Ranch
Jeff Hiebert
Denny Morris, Walker Ranch

*Jason Vroman, Senior Ranger
Sarah Andrews, Caribou Ranch
Graham Fowler, Betasso
John Queen, Hall Ranch
Chris White

Parks Sheriff's Office
Supervisor
*Randy Wilber

Deputies
Cathy Bryarly
Sue Cullen
Phil Jarvis
Katie Tkach

**Real Estate
Janis Whisman**

Senior Paralegal
Specialist
MaryJo Langstraat

Paralegal Specialist
Leah Rothbaum

Real Estate Assistant
Lisa Steele

Senior Land Officer
Mel Stonebraker

Senior Land Officer
*Sandy Duff

Land Officer
Brandon Pumphrey

Land Officer
Tina Burghardt

CE Program Manager
*Melissa Arnold

Stewardship Specialist
Elizabeth Northrup

**Agricultural
Resources
Blake Cooper**

Admin Tech
Barbara Brooks

Resource Specialists
Chase Dryden
Vanessa McCracken
Justin Odle

Organic Specialist
Trent Kischer

Senior Resource
Specialist
*Rob Alexander

Resource Techs
Amy Schwartz

Project Coordinator
*Jim Michal

Resource Tech
Jason Sauer

Agricultural Tech
Levi Priest

Senior Water Specialist
*Audrey Butler

Water Specialist
OPEN

Water Tech
Chris Williams

**Resource Planning
Jeff Moline**

Cultural Resource
Specialist
Carol Beam

Planners
Justin Atherton-Wood
Obadiah Broughton
Sarah Heerhartz
Ernst Streng
Ron West
Mami Ratzel

Business Analyst
*Carrie Inoshita

Computer Specialist
Karl Fiderer

Application Developer
Simone Baring-Gould

GIS Manager
*Kristi VanDenBosch

GIS Specialists
Meredith Duttlinger
Erik Hinkley

GIS Tech
Nicholas Dattels

**Recreation
and Facilities
Al Hardy**

Shop Foreman
Joe Thiltgen

Building and Historic
Preservation
*Will Towle
Brian Bartel
Brian Berlin

Techs
Mike Bunn
Mike Lohr
Emily Ruff
Alex Turner

Grounds
*Jeff Cox
Chase Stewart

Techs
Darrin Cole
Casey Kennedy
Jeff Shaw
Mary Tierman

EAB Specialist
Michelle Ferguson

Arborist
Cathy Thiltgen

Trails
*Andy Tyler
Tristan Stone
Chris Trujillo

Techs
Kristopher Mitchell
Ben Noon
Bryce Ramsey

Trails Volunteer Coordinator
Mike Rutter

Recreation & Facilities
Volunteer Coordinator
Ari Addes

**Youth Corps
Program Manager
Judy Wolfe**

Field Coordinator
George Carter

Fairgrounds Manager
*Joe LaFollette
Keith Parrinello
Randy Noterman

Scheduling Coordinator
Rebecca Harp

Techs
Joe Anzaldo
Ryan Behrendt
Derrick Coary
Heather Bishop
Steph Pratt

Project Management
& Design
*Sean Reynolds

Project Coordinators
Brandon Coleman
Prashant KC
Sharia Lovern
Barry Shook
Brent Wheeler
Tim Zych

Landscape Architects
Mary Olson
Bethani Puzo

Sign Specialist
Mary Rolf

*INDICATES SUPERVISORS
BLUE INDICATES
NON-COUNTY STAFF

ATTACHMENT -C



Parks &
Open Space

Safety Committee Charter

Background:

The department, now in its 43rd year, has grown to encompass over 140 full time staff and what seems like a legion of hourly workers and heavy use of volunteers. Safety has always been important, but it is apparent that the overall safety culture should improve. Management staff approved the formation of a department safety committee in 2017 with the goal of having it formed by 2018. The safety committee at POS will ensure that safety procedures are at the forefront of all that we do.

The [Boulder County Personnel & Policy Manual](#) supports safety and the formation of department safety committees (see Section 2.31-Safety Responsibility, 2.32- General Safety Rules, 15.1 – Safety Policy Statement, 15.2-Safety Committees, 15.3- Safety Inspections, and 15.4 – Safety Training Programs.)

Safety Committee Purpose:

The safety committee is a cooperative effort to involve employees in achieving a safe and healthful workplace. The committee is advisory in nature and will provide safety guidelines, safety training suggestions, and review safety issues such as work related injuries, accidents, and incidents. The committee will not replace job-specific training and safety-related efforts employees and work groups already require, but would provide additional guidelines and set department priorities related to safety.

Goal:

To prioritize safety in department operations by regularly emphasizing a “Safety First” mantra in all the work we do.

Safety Committee Tasks & Responsibilities

- Develop Structure of Committee
 - Several members will attend a Safety Committee Formation Workshop sponsored by Colorado Safety Association March 9, 2018 to review considerations related to setting up a committee, guidelines for how the committee should function, and how to get results.
 - Develop committee-related details such as: regular meeting times, agenda, roles of members, accident/incident review procedures, keeping and disseminating minutes
- Establish Department Safety and Training Guidelines:
 - Assess current safety practices and procedures in department work groups and acknowledge what staff is doing well
 - Provide recommendations to be more consistent in training across the department and county
 - Focus on prevention and awareness
 - Suggest and research safety and job site related trainings
 - Assist in development of department policy related to safety
 - Talk about safety and keep it in the forefront of people’s minds
- Set yearly department safety priorities that are reasonable and attainable
- Review accident/incidents, evaluate the accident/incident, and identify what follow-up was taken to avoid future accident/incidents.

This charter is expected to evolve over time and the committee should update it on a yearly basis.