



Administration Building
West Hearing Room
5334 S. Prince St.
Littleton, CO 80120
303-795-4630
Relay Colorado 711

Kathleen Conti, District 1
Nancy Sharpe, Chair, District 2
Jeff Baker, District 3
Nancy Jackson, District 4
Bill Holen, Chair Pro Tem, District 5

Study Session

June 15, 2020

The Board of County Commissioners will be attending this meeting telephonically. The public is invited to listen to the study sessions by calling 1-855-436-3656. The Board of County Commissioners may go into executive session as necessary to receive legal advice or discuss other confidential matters during the updates.

The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on Monday and Tuesday. Study Sessions (except for Executive Sessions) are open to the public and items for discussion are included on this agenda. Agendas (except for Executive Sessions agendas) are available through the Commissioners' Office or through the County's web site at www.arapahoegov.com. Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noticed on this agenda. In particular, the Board typically schedules time each Monday under "Committee Updates" to discuss a wide range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Commissioners' Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com

Study Session Topics

9:00 A.M. Calendar And Board Updates

Michelle Halstead, Director, Communication and Administrative Services

Break

11:00 A.M. E-Team Update

David Bessen,

Chair, E-Team

Director, Information Technologies

11:30 A.M. *Call With Greg Romberg

Board of County Commissioners

Ron Carl, County Attorney

Greg Romberg, Lobbyist

Break

2:00 P.M. Administrative Meeting - COVID-19 Briefing And Recommended Policy Actions

3:00 P.M. *Drop In

Board of County Commissioners

1. Open Space Asset Number Approval For Pressure Washer

Discussion of a request from Open Space Operations Staff for direction and approval for the purchase and the assignment of an asset number for a trailer mounted mobile pressure washer to address public safety concerns with COVID-19 and to provide a safer, high value visitor experience in open spaces, parks, and trails. The goal is to purchase the pressure washer with the intent of requesting a reimbursement through federal 2020 CARES Act funds

Request: Information/Direction

*Matthew Szumilas, Open Space and Trails Supervisor, Open Spaces
Glen Poole, Operations Manager, Open Spaces
Shannon Carter, Intergovernmental Relations and Open Spaces Director
Todd Weaver, Director, Finance
Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[BSR_OPENSACE_PRESSURE_WASHER_PURCHASE.PDF](#)
[HOTSY PORTABLE_PRESSURE_WASHER_QUOTE.PDF](#)

2. Specialized Engineering Solutions Agreement For Expansion Of Alternative Care Facility

Discussion of a request from the Sheriff's Office to authorize Sheriff Brown to sign the attached agreement for Engineering planning for expansion of the COVID-19 alternative care facility. The selected vendor, Specialized Engineering Solutions (SES) will work on the development of mechanical, electrical, and architectural concept drawing, with consultation, to incorporate HVAC, Medical gas (Ox), suction, and power in the East wing of the Arapahoe County Fairgrounds' Exhibition Hall in support of transitions the tier 4 Alternate Care facility to a tier 3 facility

Request: Information/Direction

*Olga Fajaros, Sheriff's Finance Manager, Sheriff's Office
Nathan Fogg, Emergency Manager, Sheriff's Office
Kenneth McKlem, Special Operations Captain, Sheriff's Office
Tyler Brown, Sheriff
Keith Ashby, Purchasing Manager, Finance
Tiffanie Bleau, Senior Assistant County Attorney*

Documents:

[BSR SPECIALIZED ENGINEERING SOLUTIONS.PDF](#)
[AGREEMENT ACSO_MECHANICAL ELECTRICAL ENGINEERING SERVICES_SES.PDF](#)
[WAIVER_ACSO_SES_MECHANICAL ELECTRICAL ENGINEERING SERVICES.PDF](#)

*** To Be Recorded As Required By Law**

WHR - West Hearing Room

*Assisted listening devices are available. Ask any staff member and we will provide one for you.
If you need special accommodations, contact the Commissioners' Office at 303-795-4630 or Relay
Colorado 711.*

Please contact our office at least 3 days in advance to make arrangements.



ARAPAHOE COUNTY
COLORADO'S FIRST

BOARD SUMMARY REPORT

Date: June 4, 2020

To: Board of County Commissioners

Through: Shannon Carter, Intergovernmental Relations and Open Space Director
Glen Poole, Open Space Operations Manager

From: Matthew Szumilas, Open Space & Trails Supervisor

Subject: Purchase and Asset Number for Trailer Mounted Mobile Pressure Washer

Direction/Information

Open Space Operations Staff is seeking Board direction and approval for the purchase and the assignment of an asset number for a trailer mounted mobile pressure washer. Operations staff needs a pressure washer to address public safety concerns with COVID-19 and to provide a safer, high value visitor experience in our open spaces, parks, and trails. Our goal is to purchase the pressure washer with the intent of requesting a reimbursement through federal 2020 CARES Act funds.

Request and Recommendation

Open Space Operations is requesting approval and the assignment of an asset number for a trailer mounted pressure washer with the capability of hot water and chemical disinfection of park shelters, playgrounds, and other public amenities. The unit cost is \$15,000 dollars.

Background

Historically Open Space, Parks and Trails staff have provided basic cleaning services for our tables, shelters, trash receptacles and playgrounds at our public properties. Due to the impact of COVID-19 over the last several months, it has become evident that staff do not have the appropriate equipment to effectively meet the need to disinfect our open space and park amenities at a level that provides for a safe user experience. Staff have completed the necessary research to identify a trailer mounted pressure washer that will assist in meeting the new level of service and disinfection of public amenities at our open spaces and parks.

Discussion

The COVID-19 virus appeared in Colorado in early March. The ongoing public health issue is having a large impact on the County's Open Spaces, Trails and Parks. Staff have documented increased numbers of visitors to our properties due to closures of local restaurants, entertainment facilities, state travel limitations and people's ability to gather and interact with each other. Some Open Space properties saw a roughly 50% increase in visitation this spring. Despite the closure of

park amenities, people continued to use Arapahoe County public spaces. Open Space Operations staff have developed a disinfecting program with guidance from state and county health officials utilizing current equipment resources.

COVID-19 has changed Open Space operations in ways staff were not equipped to handle. Staff have been tasked with the disinfection of park and trail amenities to protect visitors. The current disinfection process uses backpack sprayers and hand-held spray bottles to treat amenities with disinfectant during staff daily and weekly inspections. For the disinfectant to be effective, the chemical is supposed to dry on the treated surface. This method leads to the accumulation of disinfectant on the surfaces of our various public amenities.

Our park and trailhead amenities have accumulated residue that needs to be removed on a regular basis to reduce the chances of degradation of the finishes of our amenities and for aesthetic reasons. A standard pressure washer is not very effective on removing the residue that has been dried by the sun and current warm temperatures. Pressurized hot water cleaning is needed for effective residue removal and disinfection.

Another advantage to using a hot water pressure system is the decreased need for chemical disinfectant. With this method, we can provide a safer experience and amenities in our open spaces, parks, and trails by reducing our user's exposure to chemicals residues.

The pressure washer can also be utilized for other operational needs including vehicle / equipment disinfection and cleaning of large amenities like playground equipment.

A trailer mounted pressure washer would allow Open Space staff to realize the following operational advantages:

1. Capitalize on the opportunity to use Federal 2020 CARES Act funding to purchase equipment needed to provide a higher level of service to our visitors.
2. Provide a safer and more enjoyable user experience in our Open Spaces, Parks and Trails by adding hot water cleaning and disinfection to our standard maintenance operations.
3. Reduce the likelihood of our visitors being exposed to COVID-19 virus.
4. Allow us to maintain our Open Space, Park and Trail amenities at a higher level than we are currently able to provide in an efficient manner.
5. Increase the service life of our current amenities and facilities with better maintenance practices.
6. Reduce the amount of chemical disinfectant needed to be applied to complete disinfection processes.

Alternatives

Open Spaces Operations staff have identified two options:

1. Provide an efficient and higher quality of service to our visitors with the purchase of the trailer mounted pressure washer utilizing 2020 CARES Act funding.

2. Continue with our current practices utilizing the equipment resources Open Space Operations currently have within their inventory. This option will require a higher level of staff time to comply with current public health orders.

Fiscal Impact

This purchase qualifies for reimbursement under the 2020 Federal CARES Act. The fiscal impact will temporarily impact the Open Spaces Maintenance Fund until the Department completes the reimbursement process outlined by the Federal Government.

Links to Align Arapahoe

Quality of Life

The current public health orders due to COVID-19 impact the County's ability to maintain and provide safe amenities and outdoor experiences at our open spaces, parks, and trails for the residents of Arapahoe County.

Service First

The current public health orders due to COVID-19 provide recommendations to our Operations staff, which result in the need to provide additional cleaning services at our open spaces, parks and trailheads to support public health and safety of our visitors.

Fiscal Responsibility

Utilize resources and staff time in a responsible way to assist open space, park, and trail visitors as they engage public spaces, while trying to reduce possible exposure to COVID-19.

Reviewed By

Glen Poole, Open Space Operations Manager, Open Spaces Department
Shannon Carter, Open Spaces Director, Open Spaces Department
Trudi Peepgrass, Sr. Purchasing Agent, Finance Department



Royce Industries L.C.

1450 Allison Street, Lakewood, CO 80214
 (303) 239-8083 * Fax (303) 232-1018
 www.buyroyce.com



REVISED QUOTATION

Prepared For:
 Jack Pankoff
 Arapahoe County Open Space
 jpankoff@arapahoe.gov.com
 25508 E. Quincy Ave
 Aurora CO. 80016
 Office Phone: 720-874-6718
 Cell Phone:

Prepared By:
 Gene Cramer
 720-256-5053
 genec@buyroyce.com
 Quote Date: 5/15/2020
 Quote is Valid for Thirty Days
 Terms: Due on Receipt
 Lead Time: 10 to 14 Business Days

Qty	Part Number	Description	Price	Extension
1	1075BE	Hot Water Pressure Washer - 4.0 GPM @ 3500 PSI, 389 CC's Honda GX390 OHV Electric Start Engine, Fuel Oil-Fired 12V Burner, Adjustable Temperature, 50' High Pressure Hose, Trigger Gun Control, Insulated Wand w/Side Handle, 4 Piece Nozzle Set (0°, 15°, 25°, 40°) Belt Drive Triplex Hotsy Pump, 1/2" Schedule 80 Coil Heat Exchanger, Skid, Reinforced Powder Coated Steel Tube Frame and Roll Cage Chassis, Hour Meter, CSA Certified. Shipping Weight 625 lbs. (385,800 BTU/HR)	\$14,995.00	\$14,995.00
1	DISC	Discount & Trade-In Complete Trailer Package 4X8 Single Axle Trailer with a 3500 lbs GRVW. 200 Gallon and 12 Gallon Water & Anti-Freeze Tank Set-UP Metal Deck on Trailer 2HP Hose Reels (1) With 100ft HP Hose, (1) 50ft Industrial Garden Hose Cool Down By-Pass. All Connections Fittings & Hoses for Install.	(\$2,495.00)	(\$2,495.00)
	***	Recommended Accessories	***	
1		Wet sand Blaster Sand Pot and Probe	\$2,595.00	\$2,595.00
1	DISC	Discount	(\$500.00)	(\$500.00)
	***	Recommended Detergent(s)	***	

Sub-Total	\$14,595.00
Freight	\$185.00
TOTAL	\$14,780.00

Accepted by: _____ Date: _____

Terms & Conditions: All orders are subject to approval and acceptance by Royce Industries L.C. and shall be subject to the terms and conditions herein contained, and to no others whatsoever unless altered or modified by Royce in writing. Royce shall be excused for any delay due to strikes, accidents, war, fires, Acts of God, or any other causes beyond our control. Promises of delivery are based on our expectations, and does not guarantee to accomplish shipment on the dates or estimated time period mentioned. Orders cannot be canceled, specifications changed, or good returned without written permission. Goods permitted to be returned are subject to restocking and freight charges. If quote is subject to any applicable federal, state, and/or local taxes, customer will be charged said taxes on invoice from Royce. Price does not include installation and materials unless otherwise noted. *Lease option, prices, and term length are subject to additional terms and approval.

	Lease Option*
Payment	\$350.29
Length	60 Months



ARAPAHOE COUNTY
COLORADO'S FIRST

BOARD SUMMARY REPORT

Date: June 3, 2020

To: Board of County Commissioners

Through: Tyler S. Brown, Sheriff

From: Nathan Fogg, Emergency Manager

Subject: Request the Board of County Commissioners to authorize Sheriff Brown to sign the attached agreement for Engineering planning for expansion of the COVID19 alternative care facility.

Request and Recommendation

Request the Board of County Commissioners to authorize Sheriff Brown to sign the attached agreement for Engineering planning for expansion of the COVID19 alternative care facility. The selected vendor, Specialized Engineering Solutions (SES) will work on the development of mechanical, electrical, and architectural concept drawing, with consultation, to incorporate HVAC, Medical gas (O₂), suction, and power in the East wing of the Arapahoe County Fairgrounds' Exhibition Hall. In support of transitions the tier 4 Alternate Care facility to a tier 3 facility.

Background

Due to the COVID-19 Pandemic and the county and state disaster declarations, establishing an ACF is necessary to provide medical surge relief. This need is well established across various outlets, including the Colorado Department of Public Health and the Environment and the Tri-County Health Department.

Links to Align Arapahoe

Quality of life

Discussion

Due to threat of infection and spread of COVID-19, the Arapahoe County Office of Emergency Management needs to equip the facility with janitorial services upon guest arrival. Arapahoe County Office of Emergency Management will be monitoring and maintaining supplies as the emergency and exigency situation continues. We will obtain necessary services from Integrated Support Solutions for the duration of the current federal Public Health Emergency related to the COVID-19 pandemic. There are no known conflicts of interest in using this vendor.

BoCC Drop-In Item, [Date of Study Session]

Alternatives

None

Fiscal Impact

The cost of the services is \$16,000.00 to be paid for by the C.A.R.E.S. funding.

Concurrence

ACSO

OEM

Purchasing

Reviewed By

Tyler S. Brown, Sheriff

Glenn Thompson, Bureau Chief

Olga Fujaros, Budget Manager

Nathan Fogg, Emergency Manager

AGREEMENT FOR SERVICES

Project Number or Name: MECHANICAL & ELECTRICAL ENGINEERING SERVICES
ALTERNATE CARE FACILITY - COVID

THIS AGREEMENT is entered into as of the 3rd day of June, 2020 by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado (hereinafter referred to as the "County") and Specialized Engineering Solutions, Inc (SES) (hereinafter referred to as the "Contractor").

WHEREAS, the County desires to engage the Contractor to provide the services described in Exhibit A.

NOW, THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Contractor agrees to perform the services described in Section 1 of Exhibit A, which document is attached hereto and incorporated herein in its entirety.

2. Time of Performance. The services of the Contractor are to commence and be completed (or end) by the dates set forth in Section 2 of Exhibit A, unless this Agreement is sooner terminated pursuant to paragraph 4.A. below. All time limits are of the essence in this Agreement.

3. Method of Payment. The County will compensate the Contractor for services rendered in accordance with Section 3 of Exhibit A, subject to the availability of appropriated funds within the annual budget. The Contractor is responsible for paying all applicable income, Federal Insurance Contributions Act (FICA), Federal Unemployment Tax Act, or other taxes owed on compensation paid under this Agreement. The Contractor shall submit requests for payment in a form acceptable to the County and in conformance with the County's policies. The Contractor shall provide such backup information for its payment requests as may be reasonably requested by the County. The County shall have forty-five (45) days from receipt of any payment request to make payment to the Contractor.

4. General Terms and Conditions.

A. Termination of Agreement. The County or the Contractor shall have the right to terminate this Agreement, with or without cause, by giving written notice to the other party of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor pursuant to this Agreement shall become the property of the County. Unless expressly stated otherwise in the notice, Contractor shall provide no further services in connection with this Agreement after receipt of a notice of termination, and the Contractor shall proceed to cancel all existing orders and contracts that are chargeable to the County under this Agreement. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory services completed pursuant to the terms of this Agreement prior to the date of receipt of the notice of termination, or such other stop-work date as may be specified in the notice. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by virtue of any breach of this Agreement by the Contractor.

B. Changes. The County or Contractor may, from time to time, request changes in the scope of services or compensation of the Contractor. Such changes that are mutually agreed upon between the County and Contractor shall be in writing, and upon execution shall become part of this Agreement. To be effective, all changes must be signed by the Contractor and by the Board of County Commissioners, or by a person authorized by resolution to sign on behalf of the Board.

C. Assignability or Subcontracting. Any assignment, transfer, or subcontracting of the Contractor's rights, including rights to money due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement is prohibited, unless written consent is obtained from the County.

D. Audit. The County and any of its duly authorized representatives shall have reasonable access to any books, documents, papers and records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required of or by the County, and shall keep all books, documents, papers, and records which are

pertinent to the Contractor's performance for a minimum period of three years, or such longer time as may be set forth in any Special Conditions or addendums to this Agreement.

E. Equal Employment Opportunity. While performing this Agreement, the Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.

F. Ownership of Documents. All drawings, specifications, guidelines and other documents prepared or received by the Contractor in connection with this Agreement shall be the property of the County.

G. Assignment of Copyrights. The Contractor assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the rights 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 Contractor waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

H. Governing Law/Forum/Interpretation. This Agreement has been executed by the parties hereto on the day and year first above written and shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County. Both parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

I. Compliance with Laws/Licenses and Permits. The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Contractor shall be responsible for obtaining all licenses and permits necessary to perform the scope of services, at the Contractor's expense, unless specifically stated otherwise in this Agreement.

J. No Waiver of Rights. The County's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

K. Non-appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the Contractor written notice of such non-appropriation.

L. Conflict of Interest/Ethics. The Contractor shall refrain from providing services to other persons, firms or entities that would create a conflict of interest for Contractor with regard to providing services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any County official or employee that would place the official or employee in a position of violating the public trust in violation of Colorado Constitution Article XXIX, C.R.S. § 24-18-109, as amended, or the County's Code of Ethics.

M. Remedies. In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the County may exercise the following remedial actions if the Contractor substantially fails to satisfy the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall mean significant insufficient, incorrect or improper performance, activities or inactions by the Contractor. These remedial actions are as follows:

- 1) Suspend Contractor's performance pending necessary corrective action as specified by the County without the Contractor's entitlement to an increase in price/cost or a time extension; and/or
- 2) Withhold payment to the Contractor until the necessary services or corrections in performance are satisfactorily completed; and/or

3) Deny payment for those services which have not been satisfactorily performed, or which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the County.

The foregoing remedial actions are cumulative and the County, at its sole discretion, may exercise any or all of them individually or simultaneously. The County shall provide written notice to Contractor of its exercise of any of the foregoing remedial actions.

N. Force Majeure. Neither the Contractor nor the County shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

O. Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the named Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

P. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of the Agreement that anticipate continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

Q. Illegal Aliens. As required by C.R.S. § 8-17.5-102, the Contractor certifies and agrees as follows:

1) The Contractor shall not knowingly employ or contract with an illegal alien (a non-legal resident of the United States) to perform work under this Agreement.

2) 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 Agreement.

3) The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the employment verification (“e-verify”) program administered by the United States Department of Homeland Security and the Social Security Administration, or the employment verification program operated by the Colorado Department of Labor and Employment (“Department”).

4) The Contractor shall not use the e-verify or Department programs to undertake pre-employment screening of job applicants while this Agreement is being performed.

5) If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, then the Contractor shall: (a) 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 (b) terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6) The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-101(5).

7) If the Contractor violates any of the provisions of this section 4.Q, the County may immediately terminate this Agreement effective upon the receipt by Contractor of written notice of termination from the County, and the Contractor shall be liable for actual and consequential damages to the County.

8) Compliance with this subsection Q is not required if the Contractor is a governmental entity.

R. Abilities, Qualifications, Experience, and Best Efforts. Notwithstanding anything to the contrary contained in this Agreement, the County and Contractor agree and acknowledge that the County enters into this Agreement relying on the special and unique abilities of Contractor to perform the services and accomplish the tasks described. Contractor accepts the relationship of trust and confidence established between Contractor and the County by this Agreement. Contractor covenants with the County to use its best efforts. Contractor shall further the interests of the County according to the County's requirements and procedures, and according to the highest standards and quality prevailing among those who perform work of a similar nature.

S. Accuracy of Work. The Contractor represents, covenants and agrees that its work will be accurate and free from any material errors.

5. Insurance. In part to assure the County that the Contractor is always capable of fulfilling the specified indemnification obligations, the Contractor must purchase and maintain insurance of the kind and in the minimum amounts specified below, unless indicated otherwise in Exhibit A.

A. The Contractor agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) **Workers' Compensation Insurance:** The Contractor will maintain workers' compensation insurance covering the contractor for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation – statutory limits
- Employer's Liability:
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 each employee for disease
 - \$1,000,000 disease aggregate

The requirements of this provision shall apply to the Contractor and to all subcontractors.

2) **Commercial General Liability:** The Contractor will maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on an occurrence basis against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate with dedicated limits per project site
- \$2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Contractors
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction contractors only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

3) **Automobile Liability:** The Contractor will maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- \$1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Contractor and to all subcontractors.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A- or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Contractor.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. The Contractor shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

6. Insurance Certificates.

A. The Contractor shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Contractor has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

7. Indemnification. The Contractor shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Contractor, or its principals, employees, agents, or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Contractor's obligation to indemnify pursuant to this paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

8. Independent Contractor. The Contractor is an independent contractor. AN INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION BENEFITS AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP. Notwithstanding any provision appearing in this Agreement, all personnel assigned by the Contractor to perform work under the terms of this Agreement shall be and remain at all times employees of the Contractor or employees of their respective employers for all purposes.

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth in Section 4 of Exhibit A.

10. Extent of Agreement. This Agreement, including any documents incorporated herein by reference, and any warranties express or implied, represents the entire and integrated agreement between the County and Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the County and Contractor. If any portion of this Agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this Agreement shall be of full force and effect.

(SA Form, 5/21/2018)

CONTRACTOR: Specialized Engineering Solutions, Inc (SES)

By: _____
(Signature)

Title:

Signed this _____ day of _____, _____

State of Colorado _____)
County of _____)

Subscribed and sworn to before me this _____ day of _____, _____

By _____.

My commission expires _____.

Notary Public

S E A L

ATTEST: Clerk to the Board

ARAPAHOE COUNTY

By: _____
Chair, Board of County Commissioners
(Or representative authorized by resolution)

Date: _____

EXHIBIT A to Agreement between the County and Specialized Engineering Solutions, Inc (SES).
Project Number or Name: **MECHANICAL & ELECTRICAL ENGINEERING SERVICES**
ALTERNATE CARE FACILITY - COVID.

- 1. Scope of Services.** The Contractor hereby agrees to and accepts responsibility to perform the following services:
- A. Consulting assistance in assessing existing fairground COVID space. Currently, a Tier 4 space being used to step down/recover patients discharged from a hospital. County wishes at possibility of increasing care to a Tier 3 level.

Activities for this effort will include a site survey of the existing facility, a meeting with the care and facilities team on-site to discuss needs and governing guidelines, and assembly of concept plans and narratives. The US Corp of Engineers guidelines will be used when assessing the facility.

B. Scope of Basic Design Services

- Site visit for survey needs.
- Site visit for discussion with Arapahoe County on needs.
- Assembly of conceptual drawings and architectural narrative.
- Assembly of conceptual MEP narrative and scope of work document.
- Review of documents with Arapahoe County.

C. Exclusions

- Documents are for assessment purposes only, documents will not be useable for permitting or construction.
- Assessment shall include Architectural and MEP items. No structural or civil needs are being provided.
- No low voltage, commissioning, or energy analysis is expected to be needed.
- No estimating services are expected.

D. Assumptions

- It is assumed that the US Corps of Engineers guidelines will be used when assessing the needs of the project. If other standards are required, this could require an adjustment in fees to assess those additional needs.

E. Deliverables

- Assessment Assessment Narrative

F. Schedule

- Assessment ~ 2 weeks.

In the event of any conflicts between this Agreement and any attached solicitation documents, this Agreement shall control.

- 2. Time of Performance.** The services of the Contractor shall commence (place an "X" in one):

- As of the date of this Agreement.
- As specified in a Notice to Proceed to be provided by the County.
- As of the following date: .

The services of the Contractor shall be completed, or shall end, by July 2020.

- 3. Compensation.** The County agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows (place an "X" in one):

- Lump sum due upon completion: .
- Hourly rate of (to be billed monthly).
- Other: A lump sum fee of \$16,000 (Sixteen Thousand Dollars) for our Basic Services as follows:
 - SES \$7,600
 - Altus \$8,400

Reimbursable Expenses

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by SES and SES's consultants directly related to the Project as follows:

- Travel related expenses including mileage and meals. Mileage will be billed at the current IRS rate.
- Printing, reproductions, plots, standard form documents. Outsourced printing will be billed at cost. In-house printing will be billed as shown on the attached.
- Postage, handling, and delivery.

Expenses are not expected to exceed \$200.

It is expressly understood and agreed that the total compensation to be paid to the Contractor under this Agreement shall not exceed \$16,500.

4. Addresses for Notices. The addresses for Notices are as follows:

To the County: Arapahoe County Attorney
 5334 South Prince Street
 Littleton, Colorado 80120-1136

and (send to both)

Arapahoe County Sheriff's Office
13101 East Broncos Parkway
Centennial, CO 80112
Attn: Nathan Fogg

To the Contractor: Specialized Engineering Solutions, Inc (SES).
 6143 South Willow Dr, Ste 405
 Englewood, CO 80111

6. Special Conditions. (place an "X" in one).

No special conditions

Special Conditions are as follows:

Printing Costs



LARGE FORMAT PRINTING

Sheet Size	Square Feet Per Page	Cost Per Square Foot	Total Cost Per Page
24" x 36"	6 sq. ft.	\$.31	\$1.86
30" x 42"	9 sq. ft.	\$.31	\$2.79

SMALL FORMAT

Sheet Size	Total Cost Per Page
8-1/2" x 11"	\$.09
11" x 17"	\$.18

COLOR SMALL FORMAT

Sheet Size	Total Cost Per Page
8-1/2" x 11"	\$.66



ARAPAHOE COUNTY
COLORADO'S FIRST

WAIVER PER PURCHASING POLICIES

WAIVER OF SOLICITATION WAIVER OF QUOTE

SELECT SOURCE FOR INFORMATION ONLY

DESCRIPTION OF PROJECT: The development of mechanical, electrical and architectural concept drawings, with consultation, to incorporate HVAC, medical gas (O₂), suction, and power per U.S. Corps of Engineering guidelines in the East wing of the Fairgrounds' Exhibition Hall in support of transitioning the Tier 4 Alternate Care Facility to a Tier 3 facility.

NAME OF THE VENDOR: Specialized Engineering Solutions

JUSTIFICATION: SES is a large, hospital specific vendor having vast experience with this type of work in other states as well as locally; doing similar work for UC Health. Although their corporate office is in Charlotte, NC, they have a local presence in Denver and the project manager lives minutes away from the Fairgrounds. It is intended that this project be covered by C.A.R.E.S. funding and given the health department's anticipation of a resurgence of the COVID-19 outbreak in the fall, time is of the essence.

PRICE: \$16,000.00 ANNUAL MAINTENANCE: \$ 0.00

FIXED ASSET Yes No FIXED ASSET #

COST CENTER # G/L # IO # 990019

Nathan Fogg, (720) 874-3659
Requestor Name, Signature & Telephone Number Date

Nathan Fogg 9437 303-994-3798
Elected Official/Department Head Date
June 1, 2020

Keith A. Ashby, CPPO
Purchasing Manager Date
06/03/2020

Comments: _____

Waiver approved, BoCC Reso #180600. Requestor to proceed with PO Yes No

Requestor to schedule BoCC Drop In & Create Board Summary Report Yes No

Todd Weaver, Director of Finance (not to exceed \$100,000)

Date

BOCC, Chair

Date

Per BoCC Resolution #180600 of 10/6/18, Purchasing Manager has authorization for sole approval up to \$100,000 plus exemptions to Contract Extensions