AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Agreement for Services; T & A Enterprises, Inc.; Janitorial Services for Offices at 711 Rio Grande, 234 N. Main Street, Suite 3C, and 108 E. Georgia, Gunnison, CO 81230; 12/1/13 thru 3/31/15; $40,000

Action Requested: County Manager Signature

Parties to the Agreement: T & A Enterprises, Inc

Term Begins: 12/1/13 **Term Ends:** 3/31/2015 **Grant Contract #:**

Summary:
Janitorial and Cleaning Services Agreement with T & A Enterprises for administrative offices of county and court administration staff at the Airport, The Main Place and 108 E. Georgia until completion of the Courthouse Renovation Project

Fiscal Impact: 2500/month

Submitted by: Brenda Wiseman for John Cattles **Submitter's Email Address:** bwiseman@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\BCOWAN Discharge Date: 11/26/2013

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 12/3/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 12/6/2013

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 12/17/2013 Follow Up Agenda Date:

Revised April 2013

AGREEMENT FOR SERVICES

1. PARTIES.

This Agreement is made and entered into this ___ day of _____, 2013, by and between:

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO
Attention: John Cattles
200 East Virginia Avenue
Gunnison, CO 81230
hereinafter referred to as the "GUNNISON COUNTY",

and;

T&A ENTERPRISES, INC.
Ted Alanko
PO Box 7188
Gunnison, CO 81230
(970) 596-2954
hereinafter referred to as "T&A ENTERPRISES"

2. RECITALS.

GUNNISON COUNTY temporarily occupies specific offices at the Gunnison/Crested Butte Regional County Airport at 711 Rio Grande, The Main Place, 234 N. Main Street, Suite 3C, and 108 E. Georgia (hereinafter the "premises") for Gunnison County staff and court administration staff for the duration of the Courthouse Renovation project.

T&A ENTERPRISES has represented to GUNNISON COUNTY that they have the necessary skills and experience to provide janitorial and cleaning services as required by GUNNISON COUNTY for these three premises.

3. STRATEGIC RESULT.

Execution of this Agreement will assist GUNNISON COUNTY with its goal that 90% of departments report that they are "very satisfied" or "satisfied" with janitorial services, as outlined in the Gunnison County Strategic Plan.

4. SCOPE OF SERVICES.

The janitorial services to be performed hereunder are specifically outlined in Exhibit A and Exhibit B, attached hereto and by reference incorporated herein. Those items on the attached Exhibit B identified as "extra service" shall not be

done until the Building and Grounds Supervisor shall have approved their performance and the rate of compensation has been agreed upon in writing by such Building and Grounds Supervisor and T&A ENTERPRISES.

5. TERM.

5.1 The term of this Agreement shall be December 1, 2013 through March 31, 2015. Both parties acknowledge that the funds for the janitorial services may or may not be appropriated by GUNNISON COUNTY, in its sole discretion, each year, in which case this Agreement shall be null and void, and GUNNISON COUNTY shall have no obligation or liability whatsoever to T&A ENTERPRISES.

5.2 Either party may terminate this Agreement for any reason whatsoever upon thirty (30) days written notice to the other party.

5.3 Any termination under the terms of this paragraph shall not relieve either party of any obligations that may have accrued prior to such termination.

5.4 Neither this Agreement nor any of the rights or obligations hereunder shall be assigned or transferred without the express written consent of the other party.

6. COMPENSATION.

6.1 For and in consideration of the services provided hereunder, GUNNISON COUNTY agrees to pay to T&A ENTERPRISES, the sum of two thousand five hundred dollars and no cents $2,500.00 per month. Those items on the attached Exhibit B identified as "extra services" shall not be done unless the Building and Grounds Supervisor shall have approved their performance and the rate of compensation has been agreed upon in writing by such Building and Grounds Supervisor and T&A ENTERPRISES.

6.2 Invoices for services will be submitted and paid in accordance with GUNNISON COUNTY's regular payment schedule.

6.3 This Agreement is subject to GUNNISON COUNTY making an annual budget appropriation in an amount sufficient to fund this Agreement. If GUNNISON COUNTY fails or refuses to make such an appropriation, GUNNISON COUNTY reserves the right to terminate this Agreement without penalty to T&A ENTERPRISES pursuant to paragraph 5.2 of this Agreement.

7. GUNNISON COUNTY AGREES.

GUNNISON COUNTY agrees to provide all paper products and trash liners reasonably required by T&A ENTERPRISES to perform the services set out in Exhibit A and B.

8. T&A ENTERPRISES AGREES.

8.1 For and in consideration of GUNNISON COUNTY's monthly payment set forth herein, T&A ENTERPRISES agrees to provide the services set out in Exhibit A and B in a good and workmanlike manner that is consistent with public health and safety and to properly maintain equipment furnished by GUNNISON COUNTY.

8.2 The services will be performed in a manner that does not interfere with operations or hinder GUNNISON COUNTY employees in the completion of their work.

8.3 Will take reasonable steps to maintain the security of the Gunnison County Courthouse during the performance of the services hereunder.

9. INSURANCE.

T&A ENTERPRISES agrees that at all times during the Term of this Agreement that T&A ENTERPRISES shall carry and maintain, in full force and effect and at its sole cost and expense, the following insurance policies. Within thirty (30) days of the execution of this Agreement, T&A ENTERPRISES will provide insurance certificates to GUNNISON COUNTY, listing GUNNISON COUNTY as an additional insured, for the coverage's required herein which shall state that such policies shall not be materially changed or cancelled without thirty (30) days prior notice to GUNNISON COUNTY.

9.1 Worker's Compensation Insurance in accordance with Colorado and Federal law which adequately protects all labor employed by Contractor during the term of this Agreement.

9.2 Comprehensive General Liability Insurance or the equivalent for any injury to one person in any single occurrence, Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00); for an injury to two or more persons in any single occurrence, the sum of Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000.00)., and for Property Damage Liability the sum of Five Hundred Thousand Dollars ($500,000).

10. INDEMNIFICATION.

10.1 T&A ENTERPRISES agrees to indemnify, defend and hold harmless GUNNISON COUNTY, its Commissioners, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of T&A ENTERPRISES or its employees, subcontractors or agents in connection with this Agreement.

10.2 This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

11. IMMIGRATION COMPLIANCE CERTIFICATION.

T&A ENTERPRISES certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. T&A ENTERPRISES further certifies that it has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this contract. Finally, T&A ENTERPRISES certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program (operated by the Department of Homeland Security).

12. DELEGATION AND ASSIGNMENT.

This is a personal services contract with T&A ENTERPRISES and, therefore, T&A ENTERPRISES shall not delegate or assign its duties under this Agreement without the prior written consent of GUNNISON COUNTY which consent GUNNISON COUNTY may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

13. NOTICES.

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

Gunnison County: County Manager
Gunnison County
200 E. Virginia
Gunnison, Colorado 81230
Phone: 970-641-0248

With a copy to: Board of County Commissioners
of the County of Gunnison, Colorado
200 E. Virginia
Gunnison, Colorado 81230

T&A Enterprises: Ted Alanko
T&A Enterprises
P.O. Box 7188
Gunnison, CO 81230

Either party has the right to designate in writing, served as provided above, a different address to which any notice, demand or communication is to be mailed.

14. INDEPENDENT CONTRACTOR.

14.1 In carrying out its obligations and activities under this Agreement, T&A ENTERPRISES is acting as an independent contractor and not as an agent, partner, joint venture or employee of GUNNISON COUNTY. T&A ENTERPRISES does not have any authority to bind GUNNISON COUNTY in any manner whatsoever.

14.2 T&A ENTERPRISES acknowledges and agrees that T&A ENTERPRISES is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from GUNNISON COUNTY. Further, T&A ENTERPRISES is obligated to pay federal and state income tax on any moneys paid it related to the services.

15. MISCELLANEOUS.

15.1 SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

15.2 AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

15.3 NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by GUNNISON COUNTY of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

16. ATTORNEYS FEES.

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys fees and expert witness fees.

17. GOVERNING LAW.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

18. ENTIRE AGREEMENT.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

19. COUNTERPARTS: FACSIMILE TRANSMISSION.

This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which my contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO

By_____
Matthew Birnie, County Manager

Attest:

_____
Deputy Clerk

T&A ENTERPRISES, INC.

By_____
Ted Alanko, Owner

T AND A ENTERPRISES INC.

TED ALANKO
P.O. BOX 7188
GUNNISON, CO. 81230

November 12, 2013

County of Gunnison
Finance Department
200 E Virginia Ave.
Gunnison, CO 81230

Re; janitorial for December 2013 through march 2015

In harmony with our understanding of your janitorial needs for the months listed above, we have the following proposal for services to be provided at 711 Rio Grande Ave., 234 N. Main Street; suite 3C, 108 E. Georgia. The service will cover Administration, County Attorney offices, District Attorney's offices, Courts and Probation. The proposal is based on current janitorial terms with the County. If these terms change or features are added, we reserve the right to change the proposal.

Proposal: **Monthly price----------$2500.00**

Respectfully yours,

Ted Alanko

EXHIBIT
A

JANITORIAL MAINTENANCE CONTRACT
GUIDELINE FOR SERVICES TO BE PERFORMED
AT THE TEMPORARY ADMINISTRATIVE OFFICES FOR COUNTY STAFF AND
COURT ADMINISTRATION LOCATED IN THE GUNNISON/CRESTED BUTTE
REGIONAL AIRPORT, THE MAIN PLACE, SUITE 3C AND
108 E. GEORGIA

THE FOLLOWING DUTIES NEED TO BE PERFORMED NIGHTLY:

- Entrance doors and glass to be cleaned
- Carpets vacuumed, including areas under furniture, and in comers
- Waste baskets emptied and cleaned
- Restrooms: Sanitize bowls, seats, and urinals. Polish chrome and mirrors.
- Replenish restroom supplies (including hand soap). Spot clean walls and partitions. Wet mop floors.
- Wipe counter tops with disinfectant
- Clean all sinks and counters with disinfectant
- Tum off all lights, arrange furniture in neat, orderly fashion and check that all doors and windows are locked when leaving.
- Vacuum access stairways at the Gunnison/Crested Butte Regional Airport only used by County employees
- Clean and polish desk tops, but do not disturb items on desks
- Remove spots from carpet

THE FOLLOWING DUTIES NEED TO BE PERFORMED WEEKLY:

- Walls: Complete cleaning not included, but marks will be removed providing its removal does not spoil the general appearance of walls. Baseboards will be kept free of water splash marks
- Clean glass partitions
- Waste basket liners
- Dust heat registers
- Telephones dusted, polished and disinfected
- Dust desks, ledges, windowsills, and all horizontal surfaces.
- Wipe and polish metal trim
- Vacuum upholstered furniture
- High dusting
- Clean Venetian blinds

THE FOLLOWING DUTLES NEED TO BE PERFORMED MONTHLY:

- Dust paneled walls

THE FOLLOWING DUTIES NEED TO BE PERFORMED ONCE A YEAR:

- Window cleaning: inside and outside
- Take down and clean fluorescent light covers

EXHIBIT
tabbies
B

- Window cleaning: inside and outside
- Take down and clean fluorescent light covers

THE FOLLOWING DUTIES NEED TO BE PERFORMED TWICE A YEAR:

- Treat wood doors and frames with lemon oil
- Carpet shampooing or steam cleaning
- Strip and wax tile floors

THE FOLLOWING DUTIES NEED TO BE PERFORMED AS NEEDED:

- Shampoo furniture - extra service
- Shampoo upholstered furniture

All or any items on this list may be changed, altered or removed upon mutual consent of the parties.

AREAS TO BE CLEANED

GUNNISON/CRESTED BUTTE REGIONAL AIRPORT
711 RIO GRANDE AVENUE
(New Location of County Administrative Staff)

- Restrooms Located On Second Floor Designated For County Staff
- Administration Offices
- Finance Offices
- County Attorney Offices
- Lounge/Copy Room
- Stairway

THE MAIN PLACE, SUITE 3C
234 N. MAIN STREET
(New Location of District Attorney Staff)

- Suite 3c Only - Office Occupied By The District Attorney's Office

STATE COURT JUDGES AND ASSOCIATED STAFF
108 E. GEORGIA

- District Court Judge's Office/Chambers
- County Court Judge's Office/Chambers
- Court Administrative Staff Office Space
- Restrooms
- Hallways and Entrances

T&AEN-1 OP ID: DW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/13/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Colorado West Insurance
2782 Crossroads Boulevard
Grand Junction, CO 81506
Darren R. Deltondo, CIC
Phone: 970-245-6960
Fax:

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : United Fire and Casualty	13021
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
T & A Enterprises Inc
Amy & Ted Alanko
PO Box 7188
Gunnison, CO 81230

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			60389935	01/16/2013	01/16/2014	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

COUNT22

County of Gunnison
200 E Virginia Ave.
Gunnison, CO 81230

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Darren R Deltondo

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