AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Acknowledgment of County Manager Signature; Agreement for Services; T&A Enterprises; Janitorial Services for Gunnison County Public Works Facility at 195 Basin Park Drive, Gunnison, CO 81230; 1/1/14 thru 12/31/14; $8,580

Action Requested: County Manager Signature

Parties to the Agreement: T&A Enterprises

Term Begins: 1/1/14 **Term Ends:** 12/31/2014 **Grant Contract #:**

Summary:
Agreement with T&A Enterprises for janitorial services at the Public Works Building

Fiscal Impact: 715 per month

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

Finance Review: (●) Required ( ) Not Required

Comments:

This amount is available in the 2014 budget

Reviewed by: GUNCOUNTY1\LNIENHUESER Discharge Date: 12/18/2013

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

Comments:

Reviewed by: GUNCOUNTY1\ATREZISE Discharge Date: 12/16/2013 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reviewed by: GUNCOUNTY1\MBIRNIE Discharge Date: 12/18/2013

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

Agenda Date: 1/7/2014 Follow Up Agenda Date:

Revised April 2013

AGREEMENT FOR SERVICES

1. PARTIES.

This Agreement is made and entered into this 20th day of December, 2013, by and between:

BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF GUNNISON, COLORADO
Attention: Marlene Crosby, Deputy County Manager/Director of Public Works
200 E. Virginia Avenue
Gunnison, CO 81230
hereinafter referred to as the "GUNNISON COUNTY",

and;

T&A ENTERPRISES
Ted Alanko
P.O. Box 7188
Gunnison, CO 81230
hereinafter referred to as "CONTRACTOR"

2. RECITALS.

GUNNISON COUNTY owns and occupies the Gunnison County Public Works Facility, located at 195 Basin Park Drive, Gunnison, Colorado.

CONTRACTOR 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 the said Gunnison County Public Works Facility.

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, attached hereto and by reference incorporated herein. Those items on the attached Exhibit A identified as "extra service" shall not be done until the Public Works Director shall have approved their performance and the rate of compensation has been agreed upon in writing by such Public Works Director and CONTRACTOR.

5. TERM.

5.1 The term of this Agreement shall be January 1, 2014 through December 31, 2014. 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 CONTRACTOR.

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

5.3 This Agreement may be extended for an additional term of two years at the discretion of GUNNISON COUNTY.

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

5.5 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 CONTRACTOR, the sum of seven hundred fifteen dollars and no cents $715.00 per month. Those items on the attached Exhibit A identified as "extra services" shall not be done unless the Public Works Director shall have approved their performance and the rate of compensation has been agreed upon in writing by such Public Works Director and CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR to perform the services set out in Exhibit A.

8. CONTRACTOR AGREES.

8.1 For and in consideration of GUNNISON COUNTY's monthly payment set forth herein, CONTRACTOR agrees to provide the services set out in Exhibit A 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 Public Works Facility during the performance of the services hereunder.

9. INSURANCE.

CONTRACTOR agrees that at all times during the Term of this Agreement that CONTRACTOR 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, CONTRACTOR 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 Service Provider during the term of this Agreement.

9.2 Comprehensive General Liability Insurance or the equivalent in an amount not less than $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury Liability and $500,000 for Property Damage Liability.

10. INDEMNIFICATION.

10.1 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 CONTRACTOR 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.

CONTRACTOR certifies that it does not and will not knowingly contract with or employ illegal aliens to work under this contract. CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR and, therefore, CONTRACTOR 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

CONTRACTOR: T&A Enterprises
P.O. Box 7188
Gunnison, CO 81230
(970) 596-2954

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, CONTRACTOR is acting as an independent contractor and not as an agent, partner, joint venture or employee of GUNNISON COUNTY. CONTRACTOR does not have any authority to bind GUNNISON COUNTY in any manner whatsoever.

14.2 CONTRACTOR acknowledges and agrees that CONTRACTOR is not entitled to: (i) unemployment insurance benefits; or (ii) Workers Compensation coverage, from GUNNISON COUNTY. Further, CONTRACTOR 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.

GUNNISON COUNTY SEAL COLORADO

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO

By_____
Matthew Birnie, County Manager

Attest:

_____
Deputy Clerk

T&A ENTERPRISES

By_____
Ted Alanko, Owner

EXHIBIT A

JANITORIAL SCOPE OF SERVICE

GUNNISON COUNTY PUBLIC WORKS FACILITY

AREAS TO BE CLEANED:

FIRST FLOOR:

All Offices
All Hallways, Corridors, Vestibules, Lobby
All Restrooms
Stairways

Storage closet used for cleaning supplies in on the First Floor in the Shop Area.

NIGHTLY DUTIES:

- Entrance doors and glass to be cleaned
- Water fountains cleaned and disinfected
- Carpets vacuumed, including areas under furniture and in corners
- Waste baskets emptied and cleaned
- All sinks and counters cleaned and disinfected
- Remove finger marks from desks, partitions, doors and surrounding trim
- Sweep and dust mop MAIN lobby and tiled areas (wet mop when needed)
- Remove spots from carpet
- Restrooms:
    - Sanitize bowls, seats and urinals
    - Polish chrome and mirrors
    - Replenish restroom supplies (including hand soap)
    - Spot clean walls and partitions
    - Wet mop floors
- Arrange furniture in neat, orderly fashion
- Check that all doors and windows are locked when leaving

WEEKLY DUTIES:

- Clean glass partitions
- Dust heat register
- Clean (sweep and vacuum) stairways to mezzanine/training room
- Telephones dusted, polished and disinfected
- Dust desks, ledges, windowsills and horizontal surfaces
- Wipe and polish metal trim
- Vacuum upholstered furniture

- High dusting
- Walls:
    - Complete cleaning not included, but marks will be removed providing its removal does not spoil the general appearance of the wall
    - Baseboards will be kept free of water splash marks

MONTHLY DUTIES:

- Dust paneled walls
- Sweep and dust mop upstairs Training Room (wet mop when needed)

TWICE A YEAR DUTIES:

- Carpet shampooing or steam cleaning
- Strip and wax tile floors

ONCE A YEAR DUTIES:

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

ALL OR ANY ITEMS ON THIS LIST MAY BE CHANGED, ALTERED OR REMOVED.

T&AEN-1 OP ID: DW

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/08/12

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 970-245-6960
Colorado West Insurance
2702 Crossroads Boulevard
Grand Junction, CO 81506
Darron R. Deltondo, CIC

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 7186
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			60369935	01/16/12	01/16/13	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 [ ] HIRED AUTOS [ ] SCHEDULED 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

Darron R. Deltondo

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