AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Agreement for Services; T and A Enterprises, Inc.;

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement:

Term Begins: 1/1/2016 **Term Ends:** 12/31/2016 **Grant Contract #:**

Summary:

The attached agreement is for T and A Enterprises, Inc. to provide janitorial services in the Public Works facility.

Fiscal Impact: $9,000

Submitted by: Katherine Haase for Marlene Crosby **Submitter's Email Address:** mcrosby@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
Previous agreement was $420 less per year, additional amount included in 2016 proposed budget.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/9/2015

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 12/9/2015 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/10/2015

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

Agenda Date: 12/15/2015

Revised April 2015

AGREEMENT FOR SERVICES

1. PARTIES

This Agreement is made and entered into this _____ day of _____, 2016, by and between:
BOARD OF COUNTY COMMISSIONERS OF GUNNISON COUNTY

Attention: Marlene D. Crosby
195 Basin Park Drive
Gunnison, CO 81230

hereinafter referred to as the "COUNTY", and :

T and A Enterprises, Inc.
P.O. Box 7188
Gunnison, CO 81230

Hereinafter referred to as "CONTRACTOR"

2. RECITALS

2.1 The County owns and occupies the Gunnison County Public Works Facility.

2.2 T and A Enterprises, Inc. has represented to the County that they have the necessary skills and experience to provide janitorial and cleaning services as required by the County for the said Gunnison County Public Works Facility.

3. SCOPE OF SERVICES

3.1 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 Director and Contractor.

4. TERM

4.1 The term of this Agreement shall be January 1, 2016 through December 31, 2016. Both parties acknowledge that the funds for the janitorial services may or may not be appropriated by the County, in its sole discretion, each year.

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

4.3 This contract may be extended for an additional term of two years at the discretion of the County.

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

4.5 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.

5. COMPENSATION

5.1 For and in consideration of the services provided hereunder, the County agrees to pay to Contractor, the sum of Seven Hundred Fifty Dollars ($750.00) 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 Director and Contractor.

5.2 Invoices for services will be submitted and paid in accordance with the County's regular payment schedule.

6. COUNTY AGREES

6.1 The County agrees to provide all paper products and trash liners reasonably required by Contractor to perform the services set out in Exhibit A.

7. CONTRACTOR AGREES

7.1 For and in consideration of the 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 heath and safety and to properly maintain equipments furnished by the County.

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

7.3 To secure and maintain in force Workers' Compensation insurance as required by Colorado law throughout the term of this agreement and to provide evidence of such coverage to the County upon request.

7.4 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.

a. 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.
b. 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); and 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).
c. Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Fifty Thousand and No/100 U.S. Dollars ($350,000.00) for any injury to one person in any single occurrence and in an amount no less than Nine Hundred Ninety Thousand and No/100 U.S. Dollars ($990,000.00) for any injury to two or more persons in any single occurrence.

7.5 Will take reasonable steps to maintain the security of the Gunnison County Public Works Facility during the performance of the services hereunder.

7.6 Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by the Board of County Commissioners of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

8. SOLE SOURCE CONTRACTS.

If the Provider has entered into a sole source contract or contracts with the State of Colorado or any of its political subdivisions as defined in Article XXVIII of the Colorado Constitution which including this contract in the aggregate on an annual basis are equal to or exceed the amount of $100,000, then the following provision apply:

8.1 Because of a presumption of impropriety between contributions to any campaign and sole source government contracts, Provider, on behalf of itself, any person who controls ten percent or more of the shares of or interest in the Provider, and the Provider's officers, directors and trustees (collectively, the "Contract Holder") shall contractually agree, for the duration of the contract and for two years thereafter, to cease making, causing to be made, or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor Holder or on behalf of his or her immediate family member and for the benefit of any political party or for the benefit or any candidate for any elected office of the state or any of its political subdivisions.

8.2 The parties further agree that if a Contract Holder makes or causes to be made any contribution intended to promote or influence the result of an election on a ballot issue, the Contract Holder shall not be qualified to enter into a sole source government contract relating to that particular ballot issue.

8.3 The parties agree that if a Contract Holder intentionally violates sections 15 or 17(2) of Article XXVIII of the Colorado Constitution, as contractual damages that Contract Holder

shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions, for three years.

8.4 These provisions shall not apply to the extent that they have been enjoined or invalidated by a court of competent jurisdiction.

9. IMMIGRATION

9.1 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).

10. MUTUAL AGREEMENTS

10.1 It is mutually understood that the Contractor is an independent contractor and not an employee of the County.

10.2 If, in the opinion of the Contractor, any additional employees are required to carry out the scope of services provided for hereunder, such employees shall be hired, supervised and paid by the Contractor and shall not be considered as agents or employees of the County.

10.3 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.

BOARD OF COUNTY COMMISSIONERS
OF GUNNISON COUNTY

By_____
Chairperson

Attest:

_____
Clerk

T and A ENTERPRISES, INC.

By_____
Representative

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

Gunnison County Public Works Department

Janitorial Services

BID FORM

The Gunnison County Public Works Department is going out to bid for Janitorial Services for their office located at 195 Basin Park Drive. Please see the attached Agreement and Scope of Work for further details.

Item	Monthly Cost
Janitorial Services for the Gunnison County Public Works Department per Scope of Work.	$750.00

Comments: _____

_____

_____

Acknowledgement of the bonding requirement (detailed in the Agreement): T.A

T and A Enterprises Inc.
Company Name

Ted Alanko
Signature

11-29-2015
Date