AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; Couture Cleaning

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and Couture Cleaning LLC

Term Begins: December 1, 2019 **Term Ends:** 3/31/2020 **Grant Contract #:**

Summary:

Contract for Couture Cleaning to provide janitorial services at the Gunnison Crested Butte Regional Airport Terminal during the winter ski season.

Fiscal Impact: $5,583.00 paid monthly. Included in 2020 budget.

Submitted by: Stephanie Williams **Submitter's Email Address:** swilliams@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns, can be covered in the 2019 and 2020 budgets. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 12/2/2019

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

Comments:
ok db 11/27/19

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 11/27/2019 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 12/5/2019

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 12/10/2019

Revised April 2015

CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") made effective the___ day of December, 2019, is by and between the Board of County Commissioners of the County of Gunnison, Colorado, whose address is 200 East Virginia, Gunnison, CO 81230 ("Gunnison County") and **Couture Cleaning, LLC** ("Contractor").

RECITALS

Contractor provides services at the Gunnison-Crested Butte Regional Airport Terminal building ("the airport"), located at 519 Rio Grande Ave, Gunnison, CO (hereinafter "Services"). Gunnison County desires to engage Contractor to provide Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals and the mutual covenants and obligations hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES.

   Contractor shall furnish all materials, labor, supervision, supplies and equipment to commence, diligently pursue, and complete the services as more specifically set forth on **Exhibit A**, attached hereto and incorporated herein by this reference. All Services shall be performed in a timely manner and in accordance with generally accepted standards for Contractor's profession and all applicable federal, state and local laws and regulations affecting the Services or the subject matter thereof. Contractor acknowledges that this is a non-exclusive Agreement, and Gunnison County may contract with additional or other providers able to furnish the same or similar services as it deems appropriate to do so.

2. TERM.

   The term of this Agreement shall commence on December 1, 2019 and shall terminate March 31st 2020, unless sooner terminated or replaced as provided herein.

3. STRATEGIC RESULT.

   The airport shall work towards accomplishing and reporting result measure that 90% of departments report that they are "very satisfied" or "satisfied" with janitorial services; as outlined in the Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Contractors performance of the Services, during the Term, Gunnison County shall pay Contractor the sum of **$5,583.00 per month**. Those items on the attached **Exhibit A** identified as "extra services", shall not be completed until the Airport Manager has approved such services and rate of compensation has been agreed upon in writing.

(b) Invoices shall be prepared monthly by the contractor and delivered to the airport. Payments shall be made by Gunnison County according to the County's regular payment schedule.

(c) 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 13 of this Agreement.

5. 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.

(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 Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00); and for an injury to two or more persons in any single occurrence, the sum of One Million Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00).

(c) Comprehensive automobile liability insurance on all vehicles used in the Services, in an amount no less than Three Hundred Eighty-Seven Thousand and No/100 U.S. Dollars ($387,000.00) for any injury to one person in any single occurrence and in an amount no less than One Million

Ninety-Three Thousand and No/100 U.S. Dollars ($1,093,000.00) for any injury to two or more persons in any single occurrence.

INDEPENDENT CONTRACTOR.

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.

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.

6. INDEMNIFICATION.

Contractor 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.

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

7. DISCRIMINATION.

The Contractor agrees not to discriminate against any person or class of persons by reason of age, race, color, sex, creed, religion, disability, national origin, sexual orientation or political affiliation in providing any services or in the use of any facilities provided for the public in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation. Contractor shall further comply with the letter and spirit of the Colorado Anti-Discrimination Act of 1957, as amended, and any other laws and regulations respecting discrimination in unfair employment practices. Additionally, Contractor shall comply with such enforcement procedures as any governmental authority might demand that Gunnison County take for the purpose of complying with any such laws and regulations.

8. IMMIGRATION COMPLIANCE CERTIFICATION.

(a) Contractor certifies that Contractor does not and will not knowingly contract with or employ illegal aliens to work under this Agreement.

(b) Contractor certifies that Contractor has required its subcontractors to certify that they do not knowingly contract with or employ illegal aliens to work under this Agreement.

(c) Contractor certifies that it has attempted to verify the eligibility of its employees and subcontractors to work through the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security.

(d) Contractor agrees to comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment.

(e) Contractor agrees to comply with the provisions of C.R.S. 8-17.5-101 et seq.

9. ADA COMPLIANCE.

The Contractor assures Gunnison County that at all times during the performance of this Agreement no qualified individual with a disability shall, by reason of such disability, be exclude from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance Gunnison County relies.

10. MISCELLANEOUS.

(a) 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.

(b) 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.

(c) 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.

11. 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.

12. TERMINATION.

Either party shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other. Upon termination, Contractor shall be entitled to compensation for Services performed prior to the date of termination, per the compensation terms outlined in Exhibit A.

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: Brittany Rogers
PO Box 82
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. 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.

15. 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.

16. 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.

17. 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By: _____
Matthew Birnie, County Manager

ATTEST:

_____
Deputy Clerk

CONTRACTOR

By: _____

Exhibit A

COUTURE CLEANING LLC.
SERVICE PROPOSAL FOR GUNNISON CRESTED BUTTE REGIONAL AIRPORT
WINTER CLEANING

Overview

Couture Cleaning will provide cleaning services for the Gunnison Crested Butte Regional Airport. Cleaning services will be provided on a daily basis. A detailed description of all services provided can be found in the scope of work. The term of this Agreement shall commence on **December 1st, 2019 and shall end on March 31st, 2020** unless sooner terminated or replaced as provided herein.

Timeline for Execution

Daily expectations will be posted as well as listed in the scope of work. Weekly expectations will be scheduled to fall on concurrent days throughout the week. Tasks will be posted and listed in the scope of work. Monthly expectations will be scheduled to fall on concurrent days of the month. Tasks will be posted and listed in the scope of work.

Date	Completion	Activities
Sunday-Saturday	Depends on flights	Daily tasks
Wednesday	Depends on flights	Weekly task
Saturday	Depends on flights	Weekly task
15th	Depends on flights	Monthly task

Scope of Work

Daily Duties:

- Empty trash containers.
- Sweep, dust, and mop passenger check-in lobbies, upstairs passenger waiting area, connecting walkways and stairs (wet mop as needed).
- Disinfect water fountains.
- Vacuum carpets, including baggage claim area, upstairs passenger waiting area and areas under desks.
- Spot clean carpets as needed.

- Clean entrance doors and glass.
- Wipe all counter tops with disinfectant.
- Clean all sinks (excluding restaurant area)
- Restrooms- clean and sanitize toilets and urinals: bowls, seats, stool, and flush handles. Wet mop floors. Clean mirrors, sinks and counters. Clean tile walls and partitions. Replenish restroom supplies.

Weekly Duties:

- General dusting and spider web cleaning: baseboards, top of file cabinets, windows etc… all dust collecting surfaces and tops of walls where spider webs accumulate.
- Dust polish stainless steel on baggage claim.
- Vacuum upholstered furniture.
- Clean and polish terminal furniture.
- Clean blinds as needed.
- Wet mop lobbies, connecting walkways and stairs and passenger waiting areas.

Mid-Day Shift Scope of Work:

- Focus on bathroom sanitation and restock.
- Door sanitation.
- Spot vacuum and mop as needed.
- Empty trash cans as needed.

Weekend Shift- Saturday and Sunday:

As per daily duties in scope of work

Annual Duties:

- Clean interior glass.
- Shampoo all carpets.

Additional Services:

To be authorized and priced as needed, work not to commence until authorized.

Notes:

- Airport Duty staff occasionally may note cleaning required or areas that have been misses or where cleaning is deficient. Such requests are considered part of regular duties and do not constitute request for extra services.
- Couture Cleaning staff, when required are to ensure doors and windows are locked and closed and lights are off before leaving.
- Couture Cleaning staff will note maintenance needs to Airport Duty staff.
- Couture Cleaning staff shall be issued keys to the airport terminal where appropriate and the keys are to remain in control of the individual they are assigned to. If other keys are required for additional staff, please contact the Airport Duty Officer.
- The services performed under this contract shall be performed in such a manner that is consistent with public health and safety and to properly maintain the equipment, furnishings, and property of the Gunnison Crested Butte Regional Airport.
- Services shall be performed in a manner that does not interfere with operations or hinder Gunnison Crested Butte Regional Airport employees in the completion of their work.

Supplied Material

Gunnison Crested Butte Regional Airport is responsible for providing supplies and equipment needed to perform the scope of work. Couture Cleaning will keep all bathroom supplies stocked and will order inventory as required. Inventory ordered will be billed to Gunnison Crested Butte Regional Airport's account.

Couture Cleaning will charge ***$5,583.00 monthly***. All cleaning tasks as well as spot cleaning and up keep will be included. Any extraordinary task will be charged extra. All extra cleaning that may be required must be discussed before initiation of said task. Extra assignments will be billed separately from weekly charges. This quoted price is valid for ***365 days*** from acceptance of this proposal.

Approval and Authority to Proceed Additional Services

We approve the project as described above, and authorize the team to proceed.

Name	Title	Date

This proposal was submitted by Couture Cleaning:
Brittany Rogers- Owner
Phone: (970) 589-1147

Email: couture.cleaning.co@gmail.com
PO Box 82
Gunnison, Co 81230