AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

Agenda Item: Contractor Agreement; J&K Services; Janitorial Ser

Action Requested: Board of County Commissioners' Signature

Parties to the Agreement: Gunnison County and J&K Services Inc.

Term Begins: December 1st, 2017 **Term Ends:** 3/31/2018 **Grant Contract #:**

Summary:

Contractor Agreement to provide janitorial services at the Gunnison Crested Butte Regional Airport during the ski season

Fiscal Impact: $5,750.00 per month

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

Finance Review: (●) Required ( ) Not Required

Comments:
No concerns. Sufficient funds in fund to cover this cost, once included and adopted for 2018 budget. 2017 adopted budget sufficient for one month cost. ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 6/15/2017

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

Comments:
ok db 6/15/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 6/15/2017 Certificate of Insurance Required Yes (●) No ( )

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\jost Discharge Date: 6/16/2017

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

Agenda Date: 6/20/2017

Revised April 2015

CONTRACTOR AGREEMENT

This Contractor Agreement ("Agreement") made effective December 1st, 2017, 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 J&K Services Inc., a Colorado corporation, whose address is PO Box 542, Gunnison, CO 81230 ("Contractor").

RECITALS

Contractor desires to provide janitorial services for the Gunnison-Crested Butte Regional Airport Passenger Terminal Building located at 519 Rio Grande Avenue, Gunnison, Colorado 81230; and

Those janitorial services are identified in Exhibit "A" titled: *Janitorial Scope of Service Gunnison-Crested Butte Regional Airport Passenger Terminal* attached hereto and incorporated herein by reference ("Services"); and

Gunnison County desires to engage Contractor to provide those Services according to this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the Recitals above 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. 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 1st, 2017 and shall end on March 31st, 2018 unless sooner terminated or replaced as provided herein ("Term").

3. STRATEGIC RESULT.

Gunnison County shall work towards accomplishing and reporting a result measure that 90% of departments report that they are "very satisfied" or "satisfied" with janitorial services; as outlined in the 2017 Gunnison County Strategic Plan.

4. COMPENSATION, BONUS AND EXPENSES.

(a) In exchange for Contractor's performance of the Services, during the Term of this Agreement, Gunnison County shall pay Contractor the sum of:

$5,750.00 per month.

Any extra services and/or items not identified in attached Exhibit A shall not be completed or compensated for without the prior written approval and at the discretion of the Gunnison - Crested Regional Airport Manager.

(b) Invoices shall be prepared monthly by the contractor and delivered to:

Gunnison-Crested Butte Regional Airport
519 Rio Grande Ave, Gunnison, CO 81230.

Payments shall be made by Gunnison County according to Gunnison County's regular payment schedule.

(c) This Agreement is subject to Gunnison County approving an annual Airport 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 the insurance certificates to Gunnison County, listing Gunnison County and the Gunnison-Crested Butte Regional Airport 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 for the Services, in an amount no less than $350,000 for any injury to one person in any single occurrence and in an amount no less than $990,000 for any injury to two or more persons in any single occurrence.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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 excluded 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.

11. 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.

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. 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.

14. 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: Matthew Birnie, County Manager

Gunnison County
200 E. Virginia
Gunnison, Colorado 81230

With a copy to: Rick Lamport, Airport Manager
Gunnison-Crested Butte Regional Airport
519 Rio Grande Avenue
Gunnison, Colorado 81230

Contractor: J&K Services Inc.
Po Box 542
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: _____
Phil Chamberland, Chairperson

ATTEST:

_____
Deputy County Clerk

J & K SERVICES, INC.,
a Colorado corporation

By: _____
Eli Magdaleno

Kevin W Sack
Notary Public
State of Colorado
Notary ID 20164044885
My Commission Expires November 29, 2020

EXHIBIT A

Janitorial Scope of Service
Gunnison-Crested Butte Regional Airport
Passenger Terminal

DAILY DUTIES:

- Empty trash containers
- Sweep and dust 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 Janitorial Scope of Service

Annual Duties

- Strip travertine floors in Lobby and re-seal or wax
- Clean interior glass
- Shampoo all carpets

Additional Services- to be authorized and priced as needed, work not to commence until authorized.

Notes:

- Janitors will keep all bathroom supplies stocked and will order and inventory as required.
- Airport Duty staff occasionally may note cleaning required or areas that have been missed or where cleaning is deficient. Such requests are considered part of regular duties and do not constitute request for extra services.
- Janitors, when required are to ensure doors and windows are locked and closed and lights are off before leaving.
- Janitors will note maintenance needs and report them to Airport Duty staff.
- Janitors 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 County
- Services shall be performed in a manner that does not interfere with operations or hinder County employees in the completion of their work.

ALL OR ANY ITEMS ON THIS LIST MAY BE CHANGED ALTERED OR REMOVED AT THE DISCRETION OF GUNNISON COUNTY