

## **Agreement for Services**

This Agreement for Services (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between the Town of Erie, a Colorado municipal corporation with an address of 645 Holbrook Street, P.O. Box 750, Erie, Colorado 80516 (the "Town"), and KG Facility Solutions, Inc., an independent contractor with a principal place of business at 11005 Dover Street, Suite 200, Westminster, Colorado 80021 ("Contractor") (each a "Party" and collectively the "Parties").

Whereas, the Town requires services; and

Whereas, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required services.

Now, Therefore, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **I. Scope of Services**

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

### **II. Term, Termination, and Renewal**

A. This Agreement shall commence on the Effective Date and shall continue through December 31, 2022 unless sooner terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

C. Commencing on January 1, 2023, this Agreement shall automatically renew for four additional 12-month terms, unless, on or before December 1st of a given year,

either Party terminates this Agreement. Contractor shall provide the Town with the proposed increase for the following year on or before November 1st of each year. For each renewal term, the Compensation set forth in Section III hereof may not increase by more than 2% the current Consumer Price Index for the Boulder Colorado region as indicated at the following website: [https://www.bls.gov/regions/mountain-plains/co\\_boulder\\_msa.htm#eag](https://www.bls.gov/regions/mountain-plains/co_boulder_msa.htm#eag). Contractor shall justify any increase in compensation in writing to the Town's satisfaction.

### **III. Compensation**

In consideration for the work performed by Contractor under the Scope of Services, the Town shall pay Contractor as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.

### **IV. Responsibility**

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein.

B. The work performed by Contractor shall be in accordance with generally accepted level of competency presently maintained by others in the same or similar type of work in the applicable community.

C. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

## **V. Ownership**

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor; provided that Contractor shall have no liability for any work that has been modified by the Town.

## **VI. Independent Contractor**

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a Town employee for any purposes.

## **VII. Insurance**

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

1. Worker's Compensation insurance as required by law.
2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and

extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

### **VIII. Indemnification**

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

### **IX. Workers Without Authorization**

A. *Certification.* By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the U.S. Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. *Prohibited Acts.* Contractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

C. *Verification.*

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the worker without authorization who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization who is performing work under this Agreement.

D. *Duty to Comply with Investigations.* Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. *Affidavits.* If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

## **X. Miscellaneous**

A. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Boulder County, Colorado.

B. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

E. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

F. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

H. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. *Governmental Immunity.* The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. *Rights and Remedies.* The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

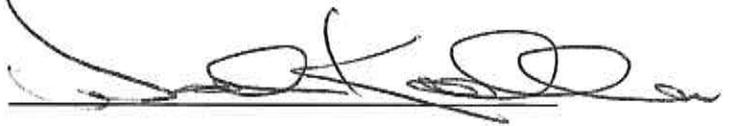
**Town of Erie, Colorado**

\_\_\_\_\_  
Jennifer Carroll, Mayor

Attest:

\_\_\_\_\_  
Heidi Leatherwood, Town Clerk

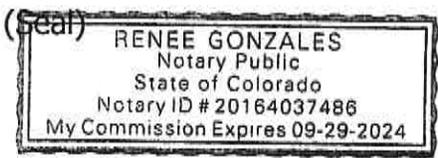
**Contractor**

By: 

State of Colorado )  
County of Jefferson ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 1st day of December, 2021, by Wade Keller as Chief Executive Officer of KG Facilities Solutions, Inc.

My commission expires: 09/29/2024



  
Notary Public

## No Employee Affidavit

***[To be completed only if Contractor has no employees]***

### 1. Check and complete one:

I, \_\_\_\_\_, am a sole proprietor doing business as \_\_\_\_\_. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Erie (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

Or

I, \_\_\_\_\_, am the sole owner/member/shareholder of \_\_\_\_\_, a \_\_\_\_\_ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

### 2. Check one.

I am a United States citizen or legal permanent resident.

*The Town must verify this statement by reviewing one of the following items:*

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

Or

I am otherwise lawfully present in the United States pursuant to federal law.

*Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department Program Affidavit**

***[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]***

I, KG Facility Solutions as a public contractor under contract with the Town of Erie (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;
2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and
3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.



Signature

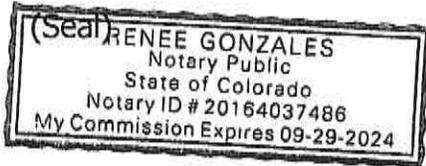
12-2-21

Date

State of Colorado )  
County of Jefferson ) ss.

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3rd day of December 2021, by Wade Keller as Corporate Executive KG Facility Solutions Officer

My commission expires: 09/29/2024



  
Notary Public

## **Exhibit A Scope of Services**

### **Contractor's Duties**

During the term of this Agreement, Contractor shall perform the following duties, as directed by the Town:

#### **1.1. Controls of Work**

The Contractor will enter a work area with the minimum of disruption to the employees, local residents and public. The Contractor will identify locations for crew parking, equipment storage site at the end of work hours and material storage locations.

#### **1.2. Contractor's Conduct**

The Town of Erie, for the benefit of its citizens, is contracting the Work. The conduct of the Contractor and his dealings with the public are of importance to the Town. The Contractor and his employees, and employees of the Contractor's suppliers, agents, and Subcontractors shall at all times treat local residents and the public with respect and courtesy. The Contractor shall conduct his work in such a manner as to cause the least inconvenience to local residents and the public.

The Town of Erie Project Manager will demand dismissal of workers in accordance with the General Conditions for, but not limited to, the following:

- Being discourteous or disrespectful to local residents or the public.
- Disposing of rubbish in locations other than approved receptacles.
- Use of vulgar, abusive, or harassing language or gestures.
- Use or possession of alcoholic beverages or drugs other than over-the-counter and prescription drugs.
- Elimination of body waste in locations other than approved sanitation facilities.

#### **1.3. Project Manager**

The Project Manager is Dennis Buck and can be reached at [dbuck@erieco.gov](mailto:dbuck@erieco.gov).

#### 1.4. Work Hours

Contractor shall maintain hours of operation as follows:

Site	Days	Hours
Town Hall	Monday-Thursday	5:30pm – 8:30pm
	Sunday	6:30pm – 10:30pm
Erie Community Center	Monday-Thursday	9:15pm – 1:15am
	Friday, Saturday & Sunday	11:00pm – 3:00am
Leon A. Wurl Service Center	Sunday-Thursday	5:30pm – 8:30pm
Erie Police Station	Monday – Friday	4:00pm – 8:00pm

#### 1.5. Limitation to Work Hours

- Town Hall – every Tuesday each month, clean Lower Level by 6:00pm
- Erie Community Center – late entry to the building every Friday

#### 1.6. Holidays

The Town observes the following holidays. For each holiday listed, cleaning is required at only the facility listed.

- New Year's Eve – ECC only. ECC is open from 6:00am – 1:00pm
- New Year's Day – none
- Martin Luther King Day – ECC only
- President's Day – ECC only. Normal hours of operation
- Easter Sunday – none (this does not affect the following Monday)
- Memorial Day – ECC only. ECC is open from 6:00am – 1:00pm
- Juneteenth – ECC only
- 4th of July – ECC only. ECC is open from 6:00am – 1:00pm
- Labor Day – none
- Veterans Day – ECC only
- Thanksgiving Day – ECC only. ECC is open from 6:00am – 1:00pm
- Friday after Thanksgiving – ECC only. Normal hours of operation
- Christmas Eve – ECC only. ECC is open from 6:00am – 1:00pm
- Christmas Day – none

For holidays that falls on a Saturday, the holiday is observed on the previous Friday. If the date falls on a Sunday, the holiday is observed on the Monday following. If the combined dates fall on a Sunday and Monday, the holidays are observed on the Monday and Tuesday.

## **1.7. Erie Community Center Annual Maintenance Shut Down**

The Erie Community Center closes generally the last week of August through Labor Day for annual maintenance. A meeting will be setup with the Contractor's Area Supervisor, the Facility Supervisor and Recreation Coordinator prior to closure to discuss the Contractor's schedule. During this week, a modified scope of services will occur in replacement of the normal weekly schedule, at no additional cost. This scope will be included in the coordination meeting and may include some one-time services, such as, carpet extraction, windows, floor buffing, and high dusting, etc.

## **1.8. Facility Specifications**

### **Town Hall**

Town Hall is a 20,520 square foot building that houses approximately 60 Town staff conducting daily business with residents, local business owners, developers and contractors.

### **Lower Level (basement)**

#### Restrooms

##### Men's Restroom

- 2 urinals, 2 stalls (1 handicapped accessible); solid phenolic construction
- 2 sinks with 1 mirror
- Wall-mounted paper towels dispenser
- Wall mount trash receptacle
- Entire floor area
- Service all areas and dispensers

##### Women's Restroom

- Clean 3 stalls (1 handicapped accessible); solid phenolic construction
- Clean 2 sinks with 1 mirror
- Wall-mounted hand paper towels dispenser
- Wall mount trash receptacle
- Entire floor area
- Service all areas and dispensers

#### Community Room

- 1 sink and countertop area
- 7 Tables
- 20 chairs
- Entire floor area
- Service all areas and dispensers

### Unisex Restroom

- 1 toilet
- 1 sink
- 1 mirror
- Wall-mounted hand paper towels dispenser
- Entire floor area
- Service all areas and dispensers

### Board Room

- Chairs and countertop
- Audience chairs
- Entire floor area
- Service all areas and dispensers

### Judges Chambers (behind Board Room)

- Table with chairs
- Countertop area
- Entire floor area
- Service all areas and dispensers

### Janitor's Closet

- Service all areas and dispensers
- Neutral floor cleaner for main level will be located here

## **Main Level**

### Men's Restroom

- 2 stalls, 1 urinal
- 1 sink with 1 mirror
- Wall-mounted hand paper towels dispenser
- Wall mount trash receptacle
- Entire floor area
- Service all areas and dispensers

### Women's Restroom

- 3 stalls (1 handicapped accessible); solid phenolic construction
- 2 sinks with 1 mirror
- Wall-mounted hand paper towels dispenser
- Wall mount trash receptacle
- Entire floor area
- Service all areas and dispensers

### 2 Conference Rooms

- Door with window (each)
- Table with chairs (each)

- Windows with ledges (each)
- These areas are carpeted

#### Break Room

Sink, counter, dishwasher, table, chairs, microwave and refrigerator

Entire floor area

Service all areas and dispensers

#### Hallways/Common Areas

- Entry hall & stairs –south end of building, one entry door with window, 1 window with ledge, drinking fountain
- Hallway flooring must be mopped with neutral cleaner (provided)

#### Offices

- Building Division, Human Resources, Information Systems, Finance, Communications.
- All areas are carpeted and have windows and ledges

#### **Second Level**

- Door with window
- Table with chairs
- Windows with ledges
- This area is carpeted

#### Offices

- Public Works, Town Clerk, Communications, Sustainability, Energy and Environment, Asst. to Town Administrator, Town Administrator's office
- These areas are carpeted
- Each office has windows and ledges

#### Hallways/Common Areas

- Entry hall & stairs – south end of building, drinking fountain, chairs and end tables
- These areas are carpeted

#### Break Room

- Sink, counter, dishwasher, table, chairs, microwave and refrigerator
- Entire floor area
- Copier area (north end)
- 1 recycle bin, window with ledge this area is carpeted

#### **Erie Community Center**

Erie Community Center is a 63,784 square foot full-service recreation and community center serving our 25,000 residents.

## **Locker Rooms**

### Men's Locker Room (1,138 SF)

- 96 lockers - solid phenolic lockers w / stainless steel
- 2 urinals; 3 toilet stalls (1 handicapped accessible)
- 4 sinks with mirrors
- 6 individual tiled stalls
- 2 wall-mounted hand dryers (paper towels are also provided)
- 2 wall-mounted hair dryers
- Entire floor area is tiled
- Service all areas and dispensers

### Women's Locker Rooms (1,135 SF)

- 100 lockers -solid phenolic lockers w / stainless steel
- 5 toilet stalls (1 handicapped accessible)
- 4 sinks with mirror
- 6 individual tiled showers (1 handicapped accessible)
- 2 wall-mounted hand dryer (paper towel are also provided)
- 2 wall-mounted hair dryers
- Entire floor area is tiled
- Service all areas and dispensers

### Family Locker Room (642 SF) total (each cabana 72-79 SF)

- 40 lockers - solid phenolic lockers w / stainless steel
- Cabanas - each cabana has toilet, tiled shower, sink, bench, towel hooks, mirror, wall-mounted hand dryer, wall-mounted hair dryer (one is handicapped accessible)
- Entire floor area is tiled
- Service all areas and dispensers

### Janitor's Closet #1 (45 SF)

- An enclosed and secured janitor's closet #1 is located in the Family Locker Room area and includes a floor sink, a chemical mixing station, 4'x7' storage rack, wall-mounted rack for mops with 4 individual hangers and a janitor's cart for supplies.

### Fitness Studio (1,342 SF)

- High quality hardwood maple floating floor (Robbins Bio-Cushion LP)
- Mirrored walls on two sides with ballet bar on one wall
- Bench with 24 cubbies at the back of the room
- Accessible storage area for equipment used in various classes (weights, mats, balls, bars, etc.) with additional storage room (shared with gymnasium) for bikes used in cycling classes

- Manually operated solar shades on east and south facing windows

#### Gymnasium (9,369 SF)

- The gymnasium consists of one full-court or two “nearly” half-courts.
- Six basketball backboards, two volleyball net systems and the half-court curtain are fully retractable into the ceiling via remote control.
- The flooring is Robbins Bio-Channel LP anchored-resilient hardwood maple floor with Zero-G Shock Pad and sub floor.
- Two large Daktronics scoreboards are wall mounted above the entry to the gym.
- Two sets of tip and roll bleachers are positioned at each end of the full court. A variety of youth gymnastics equipment and youth sports/games equipment is stored in the gym room adjacent to the gym.

#### Racquetball Courts (800 SF each)

- Two racquetball courts with polyurethane coated timber floors with melamine walls and ceiling surfaces.

#### Climbing Area - Pinnacle and Bouldering Wall (572 SF)

- A 32’ climbing pinnacle. The floor surface is poured in place recycled rubber over 4” high density foam blocks. The bouldering wall adjacent to the pinnacle is 12’ high. Two 8” high density foam crash pads are placed in this area. Automatic solar shades with timer controls cover the east, south and west facing windows in this area.

#### Fitness Atrium - Lower Level (1,024 SF)

- The first floor Fitness Atrium includes a wide range of cardiovascular equipment. The flooring in this area consists of carpet tiles and Mondo Sport Impact floor.

#### Weights & Fitness Area - Upper Level (3,071 SF)

- The second level weights and fitness area includes a 13-station Nautilus One™ weight training circuit.
- In front of the circuit training equipment, along the rail for the indoor track, there are several pieces of cardiovascular equipment.
- The other half of the second level contains the free weights area with a mirrored wall down the center, a fitness attendant desk and two wall-mounted large screen LCD TVs.
- There is also a small Personal Trainer’s office/client meeting space and two handicapped accessible restrooms on the second level, which can be accessed via elevator or stairs.

#### Indoor Track (5,267 SF)

- The 472' indoor track (almost 1/11 of a mile) runs around the second level weights and fitness areas as well as the gym. Perimeter windows offer expansive views of the Erie community and Front Range. The three-lane track is constructed of a poured in place recycled rubber floor. A large pace clock by Colorado Timing Systems is accessible to users of the track.

#### Party Room (646 SF)

- The party room includes 4 round tables with chairs, cupboards, a sink and commercial refrigerator. The flooring is linoleum/vinyl.

#### Mini-Miners Indoor Playground (897 SF)

- Mini-Miners is an indoor playground that is offered free of charge to the local community. The area houses a 2-story indoor play structure with separate area for toddlers. The area has a large window.

#### Kid Station (865 SF)

- Kid Station provides short-term care for children aged 6 months through 6 years while guests are using the center. Kid Station has an outdoor playground and connects to our indoor playground as well. Kid Station has its own restroom with child's height toilet, sink and mirror. The flooring is a combination of linoleum and carpet tiles.

#### Stationary Bicycle Room (595 SF)

- Room has stationary bicycles. Steel panel walls and flooring.

#### Columbine Lounge for Active Adults 60+ (1,147 SF)

- Columbine Lounge is designed for guests aged 60+. It is a drop-in facility open Monday-Friday from 8:00am - 4:00pm and is free of charge. The Lounge includes comfortable upholstered seating, a large screen TV, and computers with internet access, tables and chairs for games and social gatherings. The space is home to other programs when not otherwise being used. The flooring consists of carpet tiles.

#### Garfield Commons (Multi-Purpose Rooms - all rooms + stage + kitchen = 5,293 SF)

- Garfield Commons is the name for the combined community rooms (including the stage and the kitchen).
- The Commons can be split into separate meeting rooms of varying sizes using movable acoustical partition walls.
- Each individual room has access to the outdoor patio area (except the stage).

- All of these rooms can be used for recreation programs and they are also available to rent for meetings, seminars, parties, receptions, reunions, etc. The kitchen may be used to keep foods warm or cold and to serve, but it is not designed for food preparation.
- Each individual room also has a storage room for tables, chairs and other equipment and three of the rooms also have a built-in sink and cupboards. Manually operated solar shades cover each window and tinted film has been applied to doors to filter out light when A/V presentations are being displayed.

#### Lehigh Room/Stage (663 SF)

- The Lehigh Room can be used as a smaller classroom or meeting space and also serves as the stage for performances or seminars.
- It has a linoleum floor, acoustic partition wall, a red velvet stage curtain and houses the Kawai piano.

#### Lloyd Room (1,300 SF)

- The Lloyd Room is adjacent to the stage (Lehigh Room) and has a floating timber floor (Robbins Bio-Cushion LP) and is frequently used for dance programs, martial arts and other programs requiring a hard surface floor.
- Timber chair rails are provided on fixed walls.

#### Briggs Room (1,500 SF)

- The Briggs Room is the largest of the four rooms in Garfield Commons and has carpet tiles.
- This room has a vaulted ceiling with large window that overlook the mountains, the lawn area and the Erie Community Park.
- Timber chair rails are provided on fixed walls.

#### Mitchell Room (1,300 SF)

- The Mitchell Room is adjacent to the kitchen and is carpeted with carpet tiles. Food can be served from the kitchen through a roller-door concession window.
- The floor consists of carpet tiles and timber chair rails are provided on fixed walls.

#### Kitchen (460 SF)

- The spacious kitchen is designed for serving and keeping foods warm and cold. The appliances include a Hobart dishwasher; GE Profile wall oven, microwave and 5- burner stove; commercial stainless steel freezer, refrigerator and warming oven.
- The Recreation Division currently serves a weekly nutritional lunch program to local Active Adults (60+) provided through Weld County.

Caterers associated with events and rentals at Garfield Commons may also use the kitchen.

- Service all areas and dispensers

### Public Restrooms in Community wing

#### Men's Restroom

- 2 urinals, 2 stalls (1 handicapped accessible); solid phenolic construction
- 3 sinks and mirrors
- Wall-mounted hand dryer; paper towels also provided
- Entire floor area is tiled
- Service all areas and dispensers

#### Women's Restroom

- 4 stalls (1 handicapped accessible); solid phenolic construction
- 3 sinks and mirrors
- Wall-mounted hand dryer; paper towels also provided
- Entire floor area is tiled
- Service all areas and dispensers

#### Janitor's Closet #2 (60 SF)

- An enclosed and secured janitor's closet #2 is located adjacent to the restrooms in this area and includes floor sink, a chemical mixing station, a 4'x7' storage rack, a wall-mounted rack for mops with 4 individual hangers and a janitor's cart for supplies.
- This room also contains a built-in ladder for roof access.

#### Administrative Offices (842 SF)

- The main administrative office area, adjacent to the lobby, houses the staff mail boxes, copier/printer/fax, office supplies, and cubicles for staff, office for the Recreation Division Manager and office for the Chief Recreation Coordinator.
- This area is carpeted with carpet tiles.
- Other offices in the facility include: Aquatics Coordinator/Head Lifeguards shared office (adjacent to the pools) Active Adults Coordinator/part-time attendant shared Lifeguard/First Aid station (adjacent to the pools) Guest Service Coordinator/Guest Service Leads shared office (behind the Guest Service counter).
- This area is carpeted with carpet tiles.

#### Staff Break Room (476 SF)

- The staff break room houses another copier/ printer/ fax, computers for PT or personal use while on breaks, lockers, tables and chairs, kitchen

(refrigerator, microwave, dishwasher, miscellaneous dishes, mugs and glasses) and a wall-mounted LCD TV.

- This area is carpeted with carpet tiles.
- Service all areas and dispensers

#### Main Lobby

- This 2-story feature of the facility provides access to the main guest service area from both the east and west parking lots. This area has a combination of porcelain tiles and carpet tiles and includes various furnishings.
- Floors, Rails, Ledges
- Monday, Wednesday & Friday: Auto Scrub all hardwood floors, also include upper and lower level Mondo flooring in fitness areas.
- Wipe down, dust/clean Upper level rails nightly and all ledges monthly
- Once a week mop and dust under treadmills

#### Garfield Shelter and Erie Ball Park Concessions Stand

- Cleaning from March 15th to November 15th.
- Daily cleaning during the Sparkler Tournament (generally the first week of July)

#### Crescent Park Shelter (1300 Lombardi St. Erie CO 80516)

- Cleaning from March 15th to November 15th.
- Saturday and Sunday only

#### **Leon A. Wurl Service Center**

The Leon A. Wurl Center is a 26,288 square foot that houses our Public Works and Parks Divisions.

#### Locker Rooms

##### Men's Locker Room (330 SF)

- 22 lockers
- 2 urinals;
- 1 toilet stall (1 handicapped accessible)
- 1 sink with 2 mirrors
- 1 wall-mounted paper towels dispenser
- 1 wall mounted trash receptacle
- 2 wall-mounted hair dryers
- 1 Shower Stall
- 330 SF floor area is tiled

#### Women's Locker Rooms (330 SF)

- 12 lockers
- 1 individual tiled shower
- 1 sink with 2 mirrors
- 3 toilet stalls (1 handicapped accessible)
- 1 wall-mounted paper towel dispenser
- 1 wall-mounted trash receptacle
- 330 SF floor area is tiled

#### Janitor's Closet (10 SF)

- An enclosed and secured janitor's closet includes a floor sink, a wall-mounted rack for mops with 4 individual hangers and a janitor's cart for supplies.

#### Break Room (560 SF)

- Appliances include a dishwasher, two coffee makers, microwave 2 stainless refrigerators.
- The fixture includes a sink, countertop and furnishing include chairs and tables.

#### Public Restrooms in Lobby (48 SF each)

##### Men's Restroom

- 1 toilet
- 1 sink and mirror
- 1 wall mounted paper towels dispenser
- Floor area is tiled

##### Women's Restroom

- 1 toilet
- 1 sink and mirror
- 1 wall mounted paper towels dispenser
- Floor area is tiled

#### Offices and Cubicles (4,117 SF)

- Offices: O&M Division Manager, Parks Division Manager and Building Maintenance Division Manager, Parks Director
- Cubical: Maintenance Staff, Admin Support Staff and Construction Inspectors
- This area has carpet tiles.

#### Main Lobby (496 SF)

- Provides access to the public, this area has carpet tiles and walk off mats and includes countertop area.

## **Erie Police Station**

The Erie Police Station is a 15,000 square foot that houses the Erie Police staff.

### Locker Rooms

#### Men's Locker Room (800 SF)

- 30 lockers
- 2 urinals;
- 2 toilet stalls
- 1 handicapped accessible
- 4 sinks with wall mirror
- 1 wall-mounted paper towels dispenser
- 1 wall mounted trash receptacle
- 1 Shower Stall
- 800 SF floor area is tiled

#### Women's Locker Rooms (300 SF)

- 7 lockers
- 1 individual tiled shower
- 3 sink with wall mirrors
- 2 toilet stalls (1 handicapped accessible)
- 1 wall-mounted paper towel dispenser
- 1 wall-mounted trash receptacle
- 330 floor area is tiled

### Restrooms

#### Men's Restroom Lobby (200 SF)

- 2 urinals, 1 stalls (1 handicapped accessible)
- 2 sinks and wall mirror
- 1 wall-mounted paper towel dispenser
- Entire floor area is tiled

#### Women's Restroom (200 SF)

- 2 stalls (1 handicapped accessible)
- 2 sinks and wall mirror
- 1 wall-mounted paper towel dispenser
- Entire floor area is tiled

#### Administrative Offices (2,000 SF)

- 20 trash bins
- 15 recycle bins
- 20 desk tops

Interview Rooms (100 SF)

- Carpet squares

Court Room (1,560 SF)

- 2 table surfaces
- 1 judge desk
- Carpet flooring

Conference Rooms (100 SF)

- 1 table surface
- 1 sink
- 1 paper towel dispenser
- Carpet flooring

Main Lobby (1,000 SF)

- Provides access to the public, this area has carpet tiles and walk off mats and includes countertop areas
- 1 trash bin
- 1 recycle bin
- Hallways/Common Areas
- Carpet flooring
- Concrete flooring

Police Officer Work Stations (250 SF)

- Concrete flooring
- 6 work stations

Holding Cells (Three) (50 SF)

- 1 toilet
- Concrete flooring

Breathalyzer Room (50 SF)

- Concrete flooring
- Car Bay (1,000 SF)
- Concrete flooring

Training Room (1,000 SF)

- Carpet flooring
- 5 table surfaces

Break Room (100 SF)

- 1 dishwasher
- 2 coffee makers
- 1 microwave

- 1 refrigerator
- 1 sink
- 1 paper towel dispenser
- Countertop
- Chairs and tables

Janitor's Closet (50 SF)

- An enclosed and secured janitor's closet includes a floor sink, a wall-mounted rack for mops with 4 individual hangers and a janitor's cart for supplies and product dispenser.

**All Facilities**

- Reachable return air vents cleaned/dusted weekly at all facilities, especially in the locker rooms and restrooms.

**1.9. Level of Service Specifications**

The Town of Erie anticipates the following cleaning services are the minimum to be provided for the Erie facilities by the Contractor throughout the life of the contract.

**1.9.1. General Requirements** – The Town anticipates the following services are the minimum to be provided for the Erie Community Center by the Contractor throughout the life of the contract. The Contractor will furnish all labor, supervision, materials, supplies and equipment (unless otherwise specified) in a manner that is satisfactory to the Town. The Contractor is expected to conduct the contract operations in a professional manner and to supply generally accepted commercial cleaning services.

**1.9.2. Supplies** The Town shall purchase and provide to the Contractor mutually agreed paper and chemical supplies required in connection with the required cleaning services.

**1.9.3. Equipment** All equipment to be used in the performance of the services will be mutually agreed between the Town and the Contractor. The Contractor will provide their own equipment needed to complete the tasks.

**1.9.4. Conduct of Work** Each employee or SubContractor of the Contractor shall wear visible identification provided by the Contractor that clearly identifies such person as an employee or SubContractor of the Contractor. Such persons shall wear their identification at all times while on the premises.

1.9.4.1. Under no circumstances will anyone who is not an authorized employee or SubContractor of the Contractor (e.g., children, spouse, and

friends) be allowed on the premises while cleaning services are being performed.

1.9.4.2. The Contractor shall not permit employees or SubContractors to use office equipment, computers, telephones, sporting equipment, weight equipment or any other equipment located in Town facilities.

**1.9.5. Smoking** The Contractor shall not permit any employees or SubContractors to smoke in any of the Town facilities. All refuse created by the Contractor's employees or SubContractors smoking outside the Town facilities shall be disposed of in the designated receptacles.

### **1.9.6. Security Requirements**

1.9.6.1. One set of non-duplicable keys or access cards will be assigned at the start of each shift to gain entry to each facility.

1.9.6.2. The set of keys and cards must be retained and returned at the end of the contract.

1.9.6.3. The Contractor shall ensure the security of the facilities at all times while it has employees or SubContractors on-site.

1.9.6.4. Any unauthorized entry to the premises or other breaches of security shall be reported to the police immediately and to the Project Manager within 24 hours.

1.9.6.5. If a Contractor's employee fails to follow security procedures resulting in a security breach, the Contractor will be responsible for all costs associated with the incident.

1.9.6.6. Contractor will submit a list of all staff that will be cleaning the premises.

1.9.6.7. All staff will be subject to fingerprinting background check prior to start.

**1.9.7. Safety Precautions** – The Contractor shall ensure that employees and SubContractors follow manufacturer's recommendations and guidelines and safety instructions when using cleaning products and equipment, including wearing protective gloves and having adequate ventilation.

1.9.7.1. The Contractor is expressly urged to follow generally accepted health precautions while performing duties. Should the Contractor encounter any unusual dangerous elements or conditions that pose life threatening

situations for employees or SubContractors, the Contractor shall notify the police and/ or emergency services to investigate and then shall take reasonable steps necessary to protect staff and property. The Contractor shall also notify the Project Manager or other Recreation Center personnel designated by the Project Manager.

1.9.7.2. Other incidents may occur during the hours that the Contractor is on the premises, including but not limited to events such as power outages, equipment malfunctions, sprinkler system malfunctions, leaks, etc. The Contractor shall contact the Project Manager or the On-call Staff member immediately should any such incident or event require immediate attention or pose risk of damage to the Town's property.

1.9.7.3. Cleaning Performance Standards The following performance standards are specified to facilitate a shared understanding of "clean" – how things should look, feel and smell for all surfaces and areas covered by the contract.

- Air Vent Filter Grills Free of dust and debris; displays a clean and bright appearance.
- Ashtrays (outdoor tobacco disposal units) Empty; free of waste residue, ashes, debris, odors, smudges and unsightly conditions; displays a clean, shiny, residue-free appearance.
- Cleaning Storage Areas Free of all offensive odors, dirty equipment, chemical or other spills, hazardous conditions, debris and all other offensive, unsafe or untidy conditions; displays an orderly, clean and neat environment.
- Dispensers Investigate all dispensers nightly and refill as needed.
- Drain Traps Free of odors emanating from the traps, dirt build-up, debris or other unsightly or unsanitary conditions; displays a clean, bright, functional and sanitary condition.
- Drinking fountains and associated surfaces Free of streaks, discoloration, deposit build-up offensive odors and all other unsanitary or unsightly conditions; maintained to the highest level of cleanliness and sanitary, condition.
- Elevator Surfaces (exterior and interior walls, rail, trim, floor surfaces, ceiling and threshold grooves) Free of smudges, streaks, dirt and other unsightly and unsanitary conditions; displays a clean, odor-free and sanitary appearance.

- Floors – Carpeted Free of loose strings, soil spots, dirt, grit, sand, matted areas, wet areas and other unsightly blemishes or foreign matter displays a clean appearance, including those areas adjacent to walls, baseboards, door jams furniture legs and corners.
- Floors - Concrete Free of streaks, stains, black marks, dust, mop strings, missed areas and other unsightly appearances; displays a uniformly bright, shiny and odor-free appearance.
- Floors - Vinyl Tile Linoleum or Rubber Free of streaks, oils, grease, dirt build-up, stains, dust, rust spots, mop strings, offensive odors and other unsightly appearances; displays an attractive, clean appearance without lint, dirt or dust build-up.
- Furniture Surfaces (wood, laminate, stainless surface on desks, seating, office equipment) Free of stains, dirt, smudges, streaks, oily residue, dust and other unsightly conditions; displays a shiny and clean appearance.
- Glass Surfaces (mirrors, glass panels, doors, windows, etc.) Free of streaks, smudges, offensive odors and missed areas; displays a uniformly shiny and clear appearance.
- Mats (Rubber and Walk-Off Carpet) Free of dirt, dust, stains and other unsightly or unsanitary conditions; displays a uniformly clean appearance.
- Locker Rooms (Lockers Benches Showers/Ceramic Tiles Shower Curtains Fixtures & Fittings. Countertops Dispensers Sinks Partitions Steam Room Sauna) Free of odors, stains, discolorations, deposits or buildups, dirt, lint, unsightly or unsanitary conditions; dispensers are filled with approved soaps and paper products; surfaces display a uniformly attractive, clean, sanitary and odor-free appearance; maintained to the highest level of cleanliness and sanitary condition.
- Restrooms (Fixtures Partitions Toilets Urinals Countertops Dispensers Sinks) Free of odors, stains, discolorations, deposits or build-ups, dirt, lint, unsightly or unsanitary conditions; dispensers are filled with approved soaps and paper products; surfaces display a uniformly attractive, clean, sanitary and odor-free appearance; maintained to the highest level of cleanliness and sanitary condition.

- Stairs and Landings Free of dirt, dust, loose carpet, displays an attractive, clean, and odor-free appearance without lint, dirt or dust build-up.
- Storage Closet Free of offensive odors, dirt, debris, chemical spills, hazardous conditions, unsanitary equipment; displays a tidy, organized, safe, clean and neat environment.
- Waste and Trash Receptacles Empty; free of all waste soil liners, odors, stains, smudges, and other debris; displays a clean and fresh appearance.
- Walls (Painted), Doors, Door Frames Door Jams. Ledges and Other Painted Surfaces Free of dirt, stains smudges, dust film, soil spots, streaks and other unsightly conditions; displays a uniformly clean and soil-free appearance.
- Window Blinds Free of dirt, dust film, stains smudges, soil spots, streaks and other unsightly conditions; displays a uniformly clean and soil-free appearance.
- Woodwork (Walls doors ledges railings and all other woodwork except floors) Free of stains, film dust, spots, dirt, streaks and other unsightly conditions; display a uniformly shiny and clean appearance.

**Exhibit B  
Compensation**

Contractor shall be paid based on the unit prices listed below for 2022.

<b>Description</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Minimum Daily Hours</b>	<b>Monthly Price</b>	<b>Extended Cost</b>
Town Hall (645 Holbrook Street)	5	Days/Wk	4	\$1,573.25	\$18,879.00
Erie Community Center (450 Powers Street)	7	Days/Wk	18	\$11,318.00	\$135,816.00
Leon A. Wurl Service Center (150 Bonnell Avenue)	5	Days/Wk	3	\$1,275.85	\$15,310.20
Erie Police Station (1000 Telleen Avenue)	5	Days/Wk	3	\$2,373.80	\$28,485.60
Garfield Shelter and Erie Ball Park Concessions Stand**** (450 Powers Street) (March 15 <sup>th</sup> to November 15 <sup>th</sup> )	4	Days/Wk	2	\$575.00	\$6,900.00
Crescent Park Shelter (1300 Lombardi St) (March 15 <sup>th</sup> to November 1) (Saturday and Sunday only)	2	Days/Wk	1	\$475.00	\$5,700.00
On-Call Cleaning Services (outside of "daily" scheduled work listed above)	1	Hour		\$28.00	
				<b>TOTAL</b>	<b>\$211,090.80</b>