

**2024 JANITORIAL SERVICE CONTRACT**  
**FOR THE MONTEZUMA COUNTY COMBINED COURTS**

This janitorial service contract, hereinafter referred to as contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the County of Montezuma, Colorado, by the Chairman of the Board of County Commissioners of Montezuma County, Colorado (hereinafter referred to as Montezuma County) and \_\_\_\_\_ (hereinafter referred to as the "Contractor") for the purpose of establishing an independent contractor relationship and contractual agreement between the parties.

Montezuma County agrees to do the following:

- (1) To provide equipment and supplies for the janitorial service mentioned herein.
- (2) To pay \$\_\_\_\_\_ on a monthly basis upon submittal of an invoice by \_\_\_\_\_.

The Contractor agrees to provide the following services:

**Section 1: Location of Services**

1. Montezuma County Combined Courts, 865 N. Park, Cortez, CO 81321

**Section 2: Service Standards**

**Three Times a Week (Monday, Wednesday & Friday) after 4:00 p.m.**

1. Sweep and wet mop composition floors.
2. Vacuum all carpeted floors. Spot clean carpets as needed.
3. Empty waste baskets and replace liners as needed.
4. Check outside trash cans daily and replace liners as needed
5. Empty ashtrays.
6. Clean and sanitize restrooms. Fill restroom supplies.
7. Clean and sanitize drinking fountains.
8. Clean main entry doors, inside and outside.
9. Spot clean walls as needed.
10. \_\_\_\_\_ will be responsible for locking doors, closing windows and turning all non-security lights off in the building at the end of the work day.

**Weekly Basis**

1. Dust furniture and window sills.

**Monthly Basis**

1. Clean and sanitize telephones.

**Quarterly Basis**

1. Clean interior windows.

**Twice a Year**

1. Vacuum or clean heating vents (ceiling or floor)
2. Shampoo Carpets in April and September

**Extra Service**

1. Any extra services requested by the County shall be charge at a rate of \$\_\_\_\_\_per hour. Extra services must be approved by the Maintenance Supervisor.

**Section 3: Supplies**

1. \_\_\_\_\_ is responsible for maintaining an inventory of supplies and reporting to maintenance who will be responsible for ordering supplies.

**Section 4: Insurance**

1. \_\_\_\_\_ agrees to maintain throughout the term of this contract liability insurance in the amount of \$1,000,000.00 and naming Montezuma County as an additional insured. Proof of such insurance shall be submitted to Montezuma County.

**Section 5: Term of Contract**

1. This contract shall be effective January 1, 2024 through December 31, 2024.

**Section 6: Termination For Cause**

1. If the performance of the Contractor or Montezuma County is not in compliance with the Contract requirements or the Contractor or Montezuma County has defaulted, the non-breaching party may: (a) immediately terminate the Contract; (b) notify the Contractor of the noncompliance or default and require correction within a specified time, otherwise the Contract will terminate at the end of such time; or (c) take other action deemed appropriate by Montezuma County.
2. Notice of an intent to terminate this Contract for cause shall be provided by party seeking termination to the party being terminated within fifteen (15) days of the breaching party's non-compliance with the contractual terms or default.
3. In the event that this Contract is terminated for cause, the party terminating the contract may seek damages from the non-breaching party.
4. Neither party shall be entitled to terminate this Contract without cause. Any such termination without cause shall be considered a breach of the Contract and the non-breaching party shall be entitled to damages.

**Section 7: Indemnity and Release**

1. If any action or failure to act on the part of The Contractor results in any claim, suit, loss, damage, injury, death, or liability, the Contractor agrees to defend, indemnify, and hold Montezuma County harmless and to pay all of Montezuma County's costs and expenses, including all legal fees, any amount paid in settlement and any award of judgment with respect thereto.

**Section 8: Choice of Law; Jurisdiction**

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Any claims, legal proceeding, or litigation arising in connection with this Contract will be brought solely in Montezuma County, Colorado.

In witness whereof, the parties have so agreed as of this date.

\_\_\_\_\_

James Candelaria, Chair

Board of County Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_, Owner

Date: \_\_\_\_\_