BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: January 18, 2006 Division: Public Works

Bulk Item: Yes X No ___ Department: Facilities Maintenance

Staff Contact Person: John King

AGENDA ITEM WORDING: Approval to extend contract with G&K Services on a month-to-month basis for Uniform Services for the Division of Public Works

ITEM BACKGROUND: On January 31, 2006, the current contract with G&K Services will expire, with no additional oprions to renew. A month to month contract extension is needed until award of proposals can be achieved. Proposals are scheduled for opening on Tuesday, February 7, 2006.

PREVIOUS RELEVANT BOCC ACTION: On January 15, 2003, the BOCC approved to award bid and enter into a contract with G&K Services for the Division of Public Works uniform services. On December 17, 2003, the BOCC approved the first of two one-year options to renew the contract. On April 21, 2004, the BOCC approved a Contract Amendment increasing the rates based on the CPI-U, and on January 19, 2005, the BOCC approved the second and final one-year renewal option.

CONTRACT/AGREEMENT CHANGES: Extending the contract on a month to month basis.

STAFF RECOMMENDATIONS: Approval.

TOTAL COST: approx. $4,200.00/mo **BUDGETED:** Yes X No ___

COST TO COUNTY: same **SOURCE OF FUNDS:** Ad Valorem

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** ___ **Year** ___

APPROVED BY: County Atty. ___ OMB/Purchasing ___ Risk Management

DIVISION DIRECTOR APPROVAL: Dent Pierce Director Public Works

DOCUMENTATION: Included x Not Required ___

DISPOSITION: **AGENDA ITEM #** ___

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: G&K Services

Contract #

Effective Date: 02/01/06

Expiration Date: Month to Month

Contract Purpose/Description:
Division of Public Works Uniform Services

Contract Manager: Beth Leto (Name) 4560 (Ext.) Public Works/Stop 1 (Department/Stop #)

for BOCC meeting on 01/18/06 Agenda Deadline: 01/03/06

CONTRACT COSTS

Total Dollar Value of Contract: $ $50,394 Current Year Portion: $ Approx. 4,200/mo.

Budgeted? Yes ☒ No ☐

Grant: $ N/A

County Match: $ N/A

Account Codes:
001-20501-530340 - 001-20502-530340
504-23501-530340 - 102-22500-530340
147-20503-530340 - 101-20505-530340
____-____-____-____-____

ADDITIONAL COSTS

Estimated Ongoing Costs: $____/yr (Not included in dollar value above)

For: (e.g. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	1/4/06	Yes ☐ No ☐		1/4/06
Risk Management	1-4-06	Yes ☐ No ☑	M. Sluntz	1-4-06
O.M.B./Purchasing	1/4/06	Yes ☐ No ☑		1/4/06
County Attorney	1/4/06	Yes ☐ No ☑		1/4/06

Comments:

OMB Form Revised 2/27/01 MCP #2

CONTRACT EXTENSION

(G&K Services, Division of Public Works Uniform Services)

THIS Extension is made and entered into this 18th day of January, 2006, between Monroe County, a political subdivision of the State of Florida, and G&K SERVICES, to extend the agreement dated January 15, 2003, as amended on April 21, 2004, and as renewed on December 17, 2003, and January 19, 2005.

WITNESSETH:

WHEREAS, the contract dated January 15, 2003, between the parties expires on January 31, 2006; and

WHEREAS, the parties desire to continue their relationship under the current contract as amended and renewed, on a month to month basis;

NOW, THEREFORE, the parties agree as follows:

1. Effective February 1, 2006, the contract shall continue on a month to month basis.

2. In all other respects, the original agreement between the parties dated January 15, 2003, amended on April 21, 2004, and renewed on December 17, 2003 and January 19, 2005, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Mayor Pro Tem

G&K SERVICES

By: _____

_____
Print Name

_____
Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

SECTION THREE
CONTRACT

THIS AGREEMENT, made and entered into this 15th day of January, 2003, A.D., by and between MONROE COUNTY, FLORIDA . (hereinafter sometimes call the "owner"), and G&K Services , (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

3.01 THE CONTRACT

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents.

3.01 THE CONTRACT DOCUMENTS

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

3.02 SCOPE OF THE WORK

The Contractor shall provide uniform service, including all necessary supplies and equipment required in the performance of same, and perform all of the work described in the Specifications entitled:

UNIFORM SERVICE

And his bid dated December 11, 2002, attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

3.03 THE CONTRACT SUM

The County shall pay to the Contractor for the faithful performance of said service on a per month in arrears basis on or before the 30th day of the following month in each of twelve (12) months. The Contractor shall invoice the County monthly for uniform services performed under the Specifications contained herein. The Contract price (as stated in the Contractor's proposal) must be invoiced as follows:

- Material Type 65/35 polyester/cotton – shirt/pant combination.

  Four dollars and twenty-five cents _____ $4.25 per employee, per week

- Material Type 100% cotton – shirt/pant combination

  Four dollars and ninety cents _____ $4.90 per employee, per week

Total contract shall not exceed $47,787.00 per year.

3.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.

B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.

C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

3.05 TERM OF CONTRACT/RENEWAL

A. This contract shall be for a period of one (1) year, commencing February 1, 2003 and terminating January 31, 2004.

B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods. The Contract amount agreed to herein might be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available.

3.06 HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required

insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such d[illegible]y

The first ten dollars ($10.00) of remuneration paid to the Contractor is for the indemnification provided for above

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

3.07 INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

3.08 ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

3.09 ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

3.10 COMPLIANCE WITH LAW

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

3.11 INSURANCE

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INSCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

3.12 FUNDING AVAILABILITY

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or be mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

3.13 PROFESSIONAL RESPONSIBILITY

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

3.14 NOTICE REQUIREMENT

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY
Monroe County Facilities Maintenance
3583 S. Roosevelt Blvd.
Key West, FL 33040

FOR CONTRACTOR
G&K Services
14720 NW 24th Court
Opa Locka, FL 33054

3.15 CANCELLATION

A) The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.

B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

3.15 GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to attorney's fees and costs.

3.16 CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

Date: 01-15-03

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor/Chairman

(SEAL)
Attest:

By: _____
WITNESS

Title: Route Mgr.

By: _____
WITNESS

Title: Acct manager

CONTRACTOR
G&K Services

By: _____

Title: GM

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:
BY _____
ROBERT N. WOLFE
DATE 12-16-02

CONTRACT AMENDMENT
(Uniform Service – Public Works Division)

THIS Amendment is made and entered into this 21st day of April, 2004 between the COUNTY OF MONROE and G & K SERVICES in order to renew the agreement between the parties dated January 15, 2003, as renewed on December 17, 2003, (copies which are incorporated hereto by reference) as follows:

1. In accordance to Article 3.05 (B) of the original agreement dated January 15, 2003, the contractor requests an increase in contract price by the percentage change in the consumer price index for all urban consumers (CPI-U) for the most recent twelve months available.

   Percentage change in the CPI-U for January, 2004 of 1.89% therefore increases the contract prices as follows:
   a) Material Type 65/35 polyester/cotton – shirt/pant combination increases from $4.25 to $4.33 per employee per week.
   b) Material Type 100% cotton – shirt/pan combination increases from $4.90 to $4.99 per employee per week.
   c) The Not to Exceed limit for the total contract increases from $47,787.00 to $48,690.17.

2. Contract price increases are retroactive to the commencement date of February 1, 2004.

3. In all other respects, the original agreement between the parties dated January 15th, 2003, and as renewed on December 17, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
David P. Rice, Mayor Pro Tem

G & K SERVICES

By: _____

Branch Mgr.
Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
3/25/04

RENEWAL AGREEMENT
(Uniform Service – Public Works Division)

THIS Renewal is made and entered into this 17th day of December, 2003 between the COUNTY OF MONROE and G & K SERVICES in order to renew the agreement between the parties dated January 15, 2003 (a copy which is incorporated hereto by reference) as follows:

1. In accordance with Article 3.05 (B) of the original agreement, the County exercises its first of two one-year options to renew the Agreement.

2. The term of the renewed agreement will commence on February 1, 2004, and terminate January 31, 2005.

3. In all other respects, the original agreement between the parties dated January 15th, 2003 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

G & K SERVICES

By: _____

Branch Mgr.
Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY
Date 11-26-03

RENEWAL AGREEMENT
(Uniform Service – Public Works Division)

THIS Renewal is made and entered into this 19th day of January 2005, between the COUNTY OF MONROE and G & K SERVICES in order to renew the agreement between the parties dated January 15, 2003, as renewed on December 17, 2003, and as amended on April 21, 2004, (copies which are incorporated hereto by reference) as follows:

1. In accordance with Article 3.05 (B) of the original agreement, the County exercises its second and final option to renew the Agreement for one additional year, and further agrees to adjust the contract price in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve (12) months available (3.5%)

   Percentage change in the CPI-U of 3.5% thereby increases the contract prices as follows:
   a) Material Type 65/35 polyester/cotton – shirt/pant combination increases from $4.33 to $4.48 per employee per week.
   b) Material Type 100% cotton – shirt/pant combination increases from $4.99 to $5.16 per employee per week.
   c) The Not to Exceed limit for the total contract increases from $48,690.17 to $50,394.33.

2. The term of the renewed agreement will commence on February 1, 2005, and terminate January 31, 2006.

3. In all other respects, the original agreement between the parties dated January 15th, 2003, as renewed on December 17, 2003, and as amended on April 21, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)
Attest: DANNY L. KOLHAGE, CLERK

By: _____
Deputy Clerk

_____
Witness

_____
Witness

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____

G & K SERVICES

By: _____

_____
Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 1/27/05

CLERK OF MONROE COUNTY, FL
05 FEB -7 PM 1:06