BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 16, 2005

Division: Public Works

Bulk Item: Yes X No ___

Department: Facilities Maintenance JK

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval to renew the contract with Culvers Cleaning Company for the Restroom Janitorial Services, including the opening and lock up, at Veterans Memorial Park.

ITEM BACKGROUND: On January 31, 2005, the current contract with Culvers Cleaning Company will expire. In accordance with Article 3.04 (B) of the original Agreement dated January 21, 2004, the owner recommends to renew the contract for the first of two one-year renewal options.

PREVIOUS RELEVANT BOCC ACTION: On January 21, 2004, the BOCC granted approval to award bid and execute a contract to Culvers Cleaning Company for the janitorial services, and the opening and lock up of Veterans Memorial Park restrooms.

CONTRACT/AGREEMENT CHANGES: The contract amount shall increase by the CPI-U of 2.66% from $1,360.00 per month to $1,396.18 per month. The renewed contract shall commence on January 31, 2005 and expire on February 1, 2006.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: $16,754.16

BUDGETED: Yes X No ___

COST TO COUNTY: $16,754.16

SOURCE OF FUNDS: Ad Valorem

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

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL: 2/1/05

DOCUMENTATION: Included X Not Required ___

DISPOSITION: ___ **AGENDA ITEM #** ___

Revised 2/05

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Culvers Cleaning

Contract #_____

Effective Date: 02/01/05

Expiration Date: 01/31/06

Contract Purpose/Description:
Janitorial services at the Veterans Memorial Park restrooms, and the opening and closing of them.

Contract Manager: Ann Riger (Name) 4549 (Ext.) Facilities Maint/Stop #4 (Department/Stop #)

for BOCC meeting on 02/16/05 Agenda Deadline: 02/01/05

CONTRACT COSTS

Total Dollar Value of Contract: $ 16,754.16 Current Year Portion: $ 11,169.44

Budgeted? Yes ☒ No ☐ Account Codes: 001-20503-530-~~340~~-_____

Grant: $ N/A _____-_____-_____-_____

County Match: $ _____ _____-_____-_____-_____-_____

_____-_____-_____-_____-_____

ADDITIONAL COSTS

Estimated Ongoing Costs: $_____/yr For: _____
(Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	1/31/05	Yes ☐ No ☑	D Pierce/BL	2/1/05
Risk Management	1-28-05	Yes ☐ No ☑	M Slemb	1-28-05
O.M.B./Purchasing	01/31/05	Yes ☐ No ☐	Salvatore Bonadio	1/31/05
County Attorney	1-28-2005	Yes ☐ No ☑	S Hutt	1/28/05

Comments: _____

OMB Form Revised 2/27/01 MCP #2

CONTRACT RENEWAL

(Rest Room Janitorial Service at Veteran's Memorial Park A/K/A Little Duck Key)

THIS Renewal is made and entered into this 16th day of February 2005, between the COUNTY OF MONROE and CULVER'S CLEANING COMPANY, in order to renew the agreement dated January 21st 2004 (a copy which is incorporated hereto by reference) as follows:

1. In accordance with Article 3.04 (B) of the original Agreement dated January 21, 2004, the owner shall exercise the first of two options to renew the contract for additional one-year period, and the contract amount will be adjusted in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent twelve months available.

2. The term of this Agreement shall commence on February 1, 2005, and terminate on January 31, 2006.

3. The contract amount shall increase by 2.66% from $1,360.00 per month to $1,396.18 per month.

4. In all other respects, the original agreement between the parties dated January 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: _____

CULVER'S CLEANING COMPANY

By: _____
Title

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
_____
SUZANNE A. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 1/28/05

SECTION THREE
CONTRACT

THIS AGREEMENT, made and entered into this 21st day of January, 2004 A.D., by and between MONROE COUNTY, FLORIDA, party of the first part (hereinafter sometimes called the "OWNER"), and Culvers Cleaning Company, part of the second part (hereinafter sometimes called the "CONTRACTOR")

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

3.01 SCOPE OF WORK

The contractor shall provide janitorial and opening and lockup services, including all necessary supplies and equipment required in the performance of same, and perform all of the work described in the Specifications entitled:

Monroe County Public Works
Contract Specifications
Janitorial Service Specifications
Veterans Memorial Park Restrooms
A/K/A Little Duck Key
Monroe County, Florida

And his bid dated December 3, 2003, each attached hereto and incorporated as part of this contract document. The manual shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

3.02 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 services performed under the Specifications contained herein. The Contract amount shall be as stated by the contractors bid as follows: $1,360.00 per month.

3.03 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

A. The contractor hereby agrees that he has carefully examined the sites and has made investigations to fully satisfy himself that such sites are correct and suitable ones 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 and his Surety.

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 of any part of the work or material by the owner shall not operate as a waiver by the owner of strict compliance with the terms of this Contract, and Specifications covering said work. Failure on the part of the contractor, immediately after Notice to Correct workmanship 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.

D. Contractor recognizes that time is of the greatest importance and agrees to reimburse County $50.00 per day for each day of delay in providing the services under this Agreement unless said delay is caused by acts or omissions of the County or Acts of God. The County shall have sole authority to determine if a condition for non-payment under this paragraph has occurred.

3.04 TERM OF CONTRACT/RENEWAL

A. This Contract shall be for a period of one (1) year, commencing on February 1, 2004, and shall terminate on January 31, 2005. This Contract shall be renewable in accordance with Article 3.04 B.

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 will be adjusted annually in accordance with the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the most recent 12 months available. Increases in the contract amount during each option year period shall be extended into the succeeding years.

3.05 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. Except for the County's termination because of non-appropriation (Article 3.12), 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.

3.06 HOLD HARMLESS

The contractor shall defend, indemnify and hold the County, its officials, employees, and agents harmless, from any and all claims, liabilities, losses and causes of action which may arise out of the performance of the Contract except such claims, liabilities, losses and causes of action which may arise because of the County's negligent actions or omissions. Compliance with the insurance requirements shall not relieve the contractor from the obligations imposed by this article.

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, sec, 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

The contractor shall not assign or subcontract 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 owner and contractor may deem necessary. This agreement 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 owner 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 regulations 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 owner to terminate this contract immediately upon delivery of written notice of termination to the contractor.

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 1-4, as further detailed on forms WC1, GL1, VL1, ED1, each attached hereto.

3.12 FUNDING AVAILABILITY

In the event that funds from Parks and Beaches Unincorporated 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 owner by written notice of termination delivered in person or by mail to the contractor. The owner 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 the Public Works Manual entitled "Monroe County Public Works Contract Specifications/Janitorial Service Specifications/Veteran's Memorial Park Restrooms/ A/K/A Little Duck Key", which is attached hereto and incorporated herein as a part of this contract/agreement. 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 PERFORMANCE AND OBLIGATION

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

3.15 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 be certified mail, return receipt requested, to the following:

FOR COUNTY	FOR CONTRACTOR
Monroe County Public Works Facilities Maintenance Department 3583 S. Roosevelt Boulevard Key West, FL 33040	Culvers Cleaning Company P.O. Box 500761 Marathon, FL 33050

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written 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

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY FLORIDA

By: _____

Attest:

_____
Witness

_____
Witness

CONTRACTOR
CULVERS CLEANING COMPANY

By: _____
Title

Corporate Seal if Corporation

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

_____
SUZANNE W. HUTTON
ASSISTANT COUNTY ATTORNEY
Date 1/05/04