**BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: February 19, 2003 Division: Public Works

Bulk Item: Yes X No ___ Department: Facilities Maintenance

**AGENDA ITEM WORDING:** Approval to renew contract with L & N Dependable Janitorial, Inc. for the Janitorial services at the George Dolezal Library in Marathon.

**ITEM BACKGROUND:** On April 30, 2003, the current contract with L & N Dependable Janitorial, Inc. will expire. Staff recommends exercising the first of two options to renew the contract for an additional one year period in accordance to Article 1.05 (B) of the original contract.

**PREVIOUS RELEVANT BOCC ACTION:** On April 17, 2002, the BOCC approved to award bid and enter into a contract with L & N Dependable Janitorial, Inc. to provide janitorial services at the George Dolezal Library in Marathon.

**CONTRACT/AGREEMENT CHANGES:** To renew contract for an additional year commencing May 1, 2003 and terminating April 30, 2004, and to increase price by the CPI-U from $585.00 per month to $598.46 per month, and $7,020.00 per year to $7,181.52 per year.

**STAFF RECOMMENDATIONS:** Approval as stated above.

**TOTAL COST:** $7,181.52 **BUDGETED:** Yes X No ___

**COST TO COUNTY:** $7,181.52 **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:** for Dent

Dent Pierce, Director Public Works

**DOCUMENTATION:** Included X To Follow ___ Not Required ___

**DISPOSITION:** ___ **AGENDA ITEM #** D20

Revised 1/03

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

## CONTRACT SUMMARY

Contract with: L&N Dependable

Contract #

Effective Date: 05/01/03

Expiration Date: 04/30/04

Contract Purpose/Description:
Renew contract for janitorial services at the George Dolezal Library in Marathon.

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

for BOCC meeting on 02/19/03 Agenda Deadline: 02/05/03

## CONTRACT COSTS

Total Dollar Value of Contract: $ 7,181.52 Current Year Portion: $ 2,992.30

Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-340-

Grant: $ N/A

County Match: $ N/A

## 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 | 2/5/03 | Yes ☐ No ☑ | for Det | 2-5-03 |
| Risk Management | | Yes ☐ No ☑ | William Grunhan | 1/31/03 |
| O.M.B./Purchasing | | Yes ☑ No ☐ | Sheila A Baker | 2-3-03 |
| County Attorney | 2/3/03 | Yes ☐ No ☑ | [illegible] | 2-4-03 |

Comments: ~~OMB: Stacy - needs ethics clause~~

OMB Form Revised 2/27/01 MCP #2

# CONTRACT RENEWAL

(Janitorial Services at the George Dolezal Library in Marathon)

THIS Renewal is made and entered in this 19th day of February 2003, between the COUNTY OF MONROE and L & N DEPENDABLE JANITORIAL, INC., in order to renew the agreement dated April 17, 2002 (a copy which is incorporated hereto by reference) as follows:

1. In accordance to Article 1.05(B) of the original contract dated April 17, 2002, the owner wishes to exercise the first of two options to renew the contract for an additional one year period. The contract price shall 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 contract sum shall increase by 2.3%, from $585.00 per month to $598.46 per month, and from $7,020.00 per year to $7,181.52 per year.

3. The renewed contract shall commence on May 1, 2003, and will terminate on April 30, 2004.

4. In all other respects, the original agreement between the parties dated April 17, 2002 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: _____

L & N DEPENDABLE JANITORIAL, INC.

By: _____

_____
Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY.
BY _____
ROBERT M. WOLFE
DATE 2-21-03

# CONTRACT

THIS AGREEMENT, made and entered into this 17th day of April, 2002, A.D., by and between MONROE COUNTY, FLORIDA , (hereinafter sometimes call the "owner"), and L & N Dependable Janitorial, Inc., (hereinafter called the "Contractor").

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

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

A. 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.

1.02 SCOPE OF THE WORK
The Contractor shall provide janitorial services, including all necessary supplies and equipment required in the performance of same, and perform all of the work described in the Contract Specifications entitled:

**JANITORIAL SERVICES**
**GEORGE DOLEZAL LIBRARY - MARATHON**
**MONROE COUNTY, FLORIDA**

And his bid dated March 13, 2002, each 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. The Contractor shall insure all exterior doors locked upon their departure.

1.03 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 janitorial services
Performed under the Specifications contained herein. The Contract amount shall be as stated by the contractors proposal as follows: $7,020.00 per year, $585.00 per month.

1.04 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 janitorial 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.

1.05 TERM OF CONTRACT/RENEWAL

A. This contract shall be for a period of one (1) year, commencing May 1, 2002 and terminating April 30, 2003.

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.

1.06 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 delay.

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.

1.07 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.

1.08 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.

1.09 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.

1.10 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.

1.11 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, ED1, 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.

1.12 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.

1.13 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.

1.14 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 | FOR CONTRACTOR |
|---|---|
| Monroe County Facilities Maintenance | L & N Dependable Janitorial, Inc. |
| 3583 S. Roosevelt Blvd. | P.O. Box 2546 |
| Key West, FL 33040 | Key largo, FL 33037 |

1.15 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.

1.16 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.

1.17 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: April 17, 2002

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLOIDA

By: _____
Mayor/Chairman

(SEAL)
Attest:

By: _____
WITNESS

Title: Lindy Williams

By: _____
WITNESS

Title: Brian Osten

CONTRACTOR
L & N Dependable Janitorial, Inc.

By: Nora Osten

Title: Owner

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY _____
SUZANNE A. HUTTON
DATE 4/02/02