# INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made this 25 day of March, 2008, between SUMTER COUNTY, FLORIDA, 910 N. Main St., Ste. 201, Bushnell, FL 33513 (County) and ABC Clean-All, Inc (Contractor).

WHEREAS, the board has advertised for bids and upon reviewing the bids has determined award of the contract to Contractor, and

WHEREAS, the Contractor is in the Janitorial business and is capable of providing all services as called for in the bid specifications, and

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with the Contractor to provide Janitorial Services to the Sumter County Buildings pursuant to the bid specifications, as attached hereto (the "Contract").

2. County shall pay to the Contractor a monthly rate of $ 28,516 as set forth in the bid.

3. This Contract shall be for a term commencing April 1, 2008 and ending March 31, 2009, with provision for two 12 month extensions upon approval. Either party may cancel the contract upon 30 days written notice.

4. Contractor shall be paid on a monthly basis upon submission of statements to the County and all payments are due and payable pursuant to the provisions of Chapter 218 Florida Statutes.

5. All Services provided by Contractor shall be performed in a good and workmanlike fashion in compliance with industry standards.

6. The Contractor shall maintain with the County proper licensing. The Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the following insurance coverage's, limits, and endorsements described herein. The requirements contained herein, as well as the county's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by the Contractor under this contract.

   **Commercial General Liability** – The Contractor shall maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence and $2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Board Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed $25,000.

**Certificate(s) of Insurance** – The Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agree to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

Board of Sumter County Commissioners
Risk Management Department
Attn: Tera Townsend
910 N. Main Street Ste. 217
Bushnell, FL 33513

7. Governing Law. All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Contractor to be only in the Middle District of Florida and all Federal litigation shall be filed and litigated in Tampa, Hillsborough County, Florida. In the event suit is commenced to enforce this Contract, costs of said suit including reasonable attorneys fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated, if necessary, in a Court of competent jurisdiction located in Sumter County, Florida. Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.
General. The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force and effect. Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence of this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.

Severability. Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.

Attorneys' Fees. If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, the cost and fees incurred in any appeal thereof, and the costs and fees incurred in enforcing any judgment entered herein.

8. In the event of default by any party to this Agreement, the prevailing party shall be entitled to recover from the defaulting party, all costs and expenses, including a reasonable attorney's fee, whether suit be instituted or not, and at the trial court and appellate court level incurred by the prevailing party enforcing its rights hereunder. The venue for the enforcement, construction or interpretation of this Contract shall be the County or Circuit Court for Sumter County, Florida, and Contractor does hereby specifically waive any "venue privilege" and / or "diversity of citizenship privilege" which it has now, or may have in the future, in connection with the Contract or it's duties, obligations, or responsibilities or rights hereunder.

9. Contractor does hereby specifically promise and agree to "hold harmless" the County and the agents, servants, employees, officers and officials thereof from any liability or responsibility whatsoever in connection with the services to be provided hereunder.

10. Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability, either in contract or in tort, as the agent, servant, or employee of the Board.

11. The Contract shall be binding upon the parties hereto, their successors and assigns, and time is of the essence of this Contract.

12. The Contract agreement shall not be assigned by Contractor without the express written consent of the Board of County Commissioners of Sumter County.

13. This Contract was executed the day and year first above written.

SEAL

Deputy Clerk

Richard Hoffman, Chairman

Witness: Stephanie Dailey

By: Jordan M. Dailey

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*Scope of Services*

The contractor will supply all cleaning supplies and paper goods. Major duties are to be performed before 5:00 p.m. with some areas requiring that services be rendered after normal work hours. Please state how your firm desires to approach the tasks to be performed by listing the estimated number of employees to be assigned and the duty hours. The duties listed are minimum standards desired. If you desire to exceed or reduce the standards listed here, please state the standard and how you would change them. Please feel free to offer options or alternates and the associated cost for same. Services will be performed for work days Monday through Friday excluding Holidays designated by the Board of Sumter County Commissioners. The County Administrator or his designee is the contact person for all matters relating to this contract.

**Floors**

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| Daily: | |
| Carpeted areas | Vacuum; spot clean as necessary. |
| Non-Carpeted Areas | Dustmop; spray buff as required; remove gum and other materials; spot damp mop to remove stains or spots. |
| Weekly: | |
| Non-carpeted areas | Damp mop and spray buff. |
| Monthly: | Strip and wax halls, lobby areas, and tile restroom areas. |
| Semi-annually: | Machine clean carpets in hallways. Other areas to be cleaned if their condition so dictates. Strip, reseal, and wax all normally waxed floors. |
| Annually: | Machine clean all carpets throughout facilities. |

**Walls, Ceilings, Interior Doors, Counters, Ledges, etc.**

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| Weekly: | Spot clean<br>Clean light switch plates and surrounding wall areas<br>Dust windowsills, ledges, fixtures, etc. |
| Monthly: | Dust or vacuum HVAC registers/vents. |
| Semi -annually: | Clean all light fixture diffusers and dust off light bulbs. |

**Window and Glass**

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| Daily: | Spot clean entrance and vicinity glass both in and outside.<br>Spot clean directory and internal glass or windows. |
| Weekly: | Clean interior window sills, removing dust, spider webs, and other debris. |
| Semi-annually: | Clean inside of external windows. |

**Water Fountains**

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| Daily: | Clean and sanitize.<br>Replenish supply of disposal cups (if applicable). |

**Furnishings:**

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| Weekly: | Dust tables, chair bases, desk, credenzas, file cabinets, bookcases, etc.<br>Do not disturb any papers lying on desks or cabinets.<br>Dust and clean wall fixtures, base of interior flag poles, chalkboards, etc.<br>Dust draperies, blinds, and curtains.<br>Remove scuffmarks from front of customer service counters. |
| Semi-annually: | Vacuum all drapes, blinds, curtains, cloth type waiting room furniture. |

## Trash and Refuse

Daily: Empty and clean all trash receptacles. Receptacle liners are to be used, change as necessary.
Remove all collected trash to external dumpsters or trash containers.
In conference rooms, reception areas, hallways, etc., remove accumulated trash, i.e. paper cups, soda cans, etc.
Empty and clean around all shredders.

## Elevator

Daily: If carpeted vacuum, if not dust mop, remove gum and other materials, spot damp mop to remove stains or spots.
Clean hardware and control panels.

Weekly: Vacuum door tracks.
Damp mop floors and spray buff.

## Cigarette Urns

Daily: Empty and clean all cigarette urns.
Empty and damp wipe all ashtrays.

## Stairwells

Daily: Remove accumulated trash.
Spot sweep or vacuum, as required.

Weekly: Sweep and vacuum.
Spot damp mop to remove stains.
Dust handrails, ledges, etc.
Polish all brass handrails.
Spot clean walls and doors.
Remove scuffmarks from front of stair steps.

## Restrooms

Daily: Maintain in a clean and sanitary condition; floors, walls, doors, stalls, partitions, shelves, sinks, commodes, urinals, bath facilities, soap and towel dispensers.
Clean and polish mirrors.
Empty and clean all trash receptacles. Receptacle liners are to be used, and changed daily.
Replenish supplies of tissue, towels, and soap.
Check and replace, as necessary, deodorizer bars/room air freshener units.

Monthly: Clean ceramic tile surfaces with a strong cleaner or bleach so that tile and grout have a uniform color.

Annually: Steam Cleaning of all Ceramic Tile Floors

## Lounge and Kitchen Areas

Daily: Clean and sanitize sinks and counter areas.

Weekly: Wipe exterior of refrigerators, cabinets, and trash cans

## Exterior

Daily: Sweep outside area immediately adjacent to all building entrances.
Weekly: Sweep all exterior access areas, i.e. sidewalks, porches, verandahs, etc.

## General

Courtroom and meeting areas should be cleaned thoroughly after each daily use. Perform such other services as are necessary to keep the facility clean and in a sanitary condition.

In providing any or all of the before mentioned services:

1. Janitorial staff is to only use necessary lighting in the areas in which they are actually working and turn off unnecessary lighting. Air conditioning equipment is not to be turned on for the exclusive use of the janitorial staff. Under no circumstances, is office equipment to be used (telephones, computers, T.V., etc.) by janitorial staff.
2. Only actual employees of the janitorial contractor are to be admitted to the premises.
3. During after hours cleaning, all outside doors are to be locked and janitorial staff is not to provide access into the facility to anyone.
4. Janitorial staff is to check exterior doors and windows to ensure facility is secure at the time of leaving the facility.
5. Janitorial staff shall not leave cleaning carts unattended in areas open to the public.
6. All janitorial staff will have blood borne pathogen training. Certification of completion of training must be filed with County Designee within 30 days of start of contract. New employees hired during contracted time shall be trained and verification shall be submitted 30 days from date of hire.
7. Monthly site visits will be made by supervisory personnel to conduct inspections with a designee of the County.
8. Written complaints filed with the Janitorial Service by County Administration will be addressed within 24 hours.
9. Janitorial staff will wear a name and picture identification badge when assigned to county property.
10. The known services of this contract shall not be assigned by Janitorial without express written consent of Sumter County.