



## JANITORIAL SERVICE AGREEMENT

This Janitorial Service Agreement (the "Agreement") is made on November 1, 2015, between ABM Onsite Services – West, Inc. ("Contractor") and Yamhill County ("Client").

1. **Services.** Contractor will provide janitorial and related services to Client or its agent at the following location(s): HHS 850 Booth Bend, McMinnville, OR 97128 according to the specifications attached as Exhibit A. Contractor may perform the services by any reasonable means and shall not be responsible for delays in performance beyond its control.
2. **Term.** This Agreement shall be in effect for 1 year(s), commencing November 1, 2015, and shall continue thereafter for successive periods of twelve months.
3. **Termination.** If Client is dissatisfied with the quality of the services, Client may inform Contractor in writing of the specific areas of dissatisfaction, and if Contractor shall fail to substantially correct the deficiencies within 30 days, Client may then terminate this Agreement by 30 days' written notice to Contractor. Client may terminate this Agreement at any time upon 30 days' written notice if Client vacates the premises. Contractor may terminate this Agreement by 30 days' written notice to Client and may terminate services at any time without notice for nonpayment. Notwithstanding the foregoing, in order to assure WARN Act compliance, the Client shall provide at least 75 days' prior written notice of cancellation, only if the number of Contractor's employees assigned to Client's account is equal to or exceeds 50 employees at any time during the six month period prior to the notice of termination, unless the premises is destroyed or otherwise rendered uninhabitable due to unforeseen circumstances. All property furnished by Contractor under this contract shall remain its property. Upon the termination of this contract, Contractor shall have a reasonable time to remove its property from Client's premises.
4. **Price.** Client agrees to pay Contractor on a monthly basis for the services in accordance with the schedule attached as Exhibit B. Payment shall be due within 20 days from the earlier of the date of invoice or the last day of each month for which services were performed. A late charge of the lesser of (a) 1.5% per month or (b) the maximum rate permitted by law, shall be paid by Client to Contractor on any past due payment not received within 15 days after the payment due date. If Client's account is referred to an agency or attorney for collection, Client shall reimburse Contractor for its attorneys' fees and collection costs. The price is based upon the service area and frequency of services in the attached specifications. If there is any change in either, Client and Contractor agree to negotiate a reasonable price adjustment.
5. **Adjustments for Wages and Fringe Benefits.** The attached price schedule is based on present wages and fringe benefits. If wages or fringe benefits increase above those in effect on the date of this Agreement, Client agrees to proportionate increase in the price. Since wage and fringe benefit increases may be retroactive, price increases due to such cost increases shall be payable retroactively. Contractor will notify Client as soon as possible if retroactive payments may be due. Client's obligation for such price adjustments shall survive the termination of this Agreement.
6. **Extraordinary Cost Changes.** If any extraordinary event affects Contractor's costs, upon notice to Client the parties agree to negotiate a reasonable adjustment. Such events shall include armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, and other events not reasonably foreseeable or against which Contractor reasonably cannot protect itself.
7. **Equipment.** In event that this Agreement is cancelled or terminated prior to the expiration of its then current term, Client shall pay Contractor within thirty (30) days after such cancellation or termination for any unamortized costs of any equipment purchased by Contractor for use at the Client's locations. The amortization period shall be based on the date that the equipment was put into service.

**8. Holidays.** Contractor is not obligated to perform services on the following holidays: New Year's Day, Labor Day, Memorial Day, Independence Day, Thanksgiving, and Christmas

Services on holidays, when requested, shall be charged on an over-time basis. A holiday on the sixth or seventh day of the work week shall be subject to additional charge of a full day at straight time if wages are required to be paid for that day.

**9. Indemnification.** Contractor shall indemnify, defend and hold harmless Client from loss, liability, cost, or expense (including reasonable attorneys' fees) for bodily injury, death and property damage (hereinafter referred to as "Claims(s)") but only to the extent same are caused by the negligence, misconduct or other fault of Contractor, its agents and employees, and which arise out of work performed under this Agreement. The foregoing provision shall only benefit Client if Client notifies Contractor in writing of such Claim within 5 days of same being reported to Client or its representative. Notwithstanding the foregoing, if Contractor is required by Client to clean or wax floors when being used by employees, customers, tenants, or business visitors, Contractor shall not be responsible for any Claim in connection therewith. Contractor shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or causes beyond Contractor's reasonable control. Contractor shall not be liable for disposal of documents or valuable items, other than office furnishings, left on floors, and Client shall indemnify and hold harmless Contractor from claims for such disposal. Client agrees to keep its facilities in a safe condition and in conformance with federal, state, and local laws, ordinances and regulations. Client shall indemnify, defend and hold harmless Contractor from Claims to Contractor's employees and others resulting from the condition of Client's premises or equipment but only to the extent same are not caused by Contractor's fault.

**10. Insurance and Taxes.** Contractor agrees to maintain in full force and effect during the term of this agreement the following insurance coverages with regard to the work performed for Client under this Agreement: 1) Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate; 2) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence; and 3) Workers' Compensation insurance with statutory limits and with an employer's liability limit of at least \$500,000 (except to the extent that Contractor has opted out of the workers compensation insurance system in Texas). Contractor has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. Upon request, Contractor will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions. Contractor, Client and their insurers shall waive all rights of subrogation against one another for property damage claims. Contractor shall be responsible for paying all payroll based taxes affecting its employees. Client agrees to pay for any sales and use taxes as well as increases in any taxes, workers' compensation, liability insurance and other similar expenses of Contractor.

**11. Independent Contractor.** Contractor is an independent contractor and all persons employed to furnish services hereunder are employees of Contractor and not of Client. The janitors will be employees of Contractor and Contractor will pay for all wages, expenses, federal and state payroll taxes and any similar tax relating to such employees, and will provide uniforms in accordance with Contractor's established standards. In the event any employees or former employees of Contractor or its affiliates are employed by Client or by any of Client's affiliates during the term of this Agreement or within 90 days after its termination, Client agrees to pay to Contractor a fee equal to 10 percent of the annualized compensation of each such employee or former employee.

**12. Employees.** Upon written request by Client, Contractor will remove from service any employee assigned to Client's premises who has engaged in improper conduct, including without limitation, a breach of Client policies or failure to perform the duties herein, provided such request is in accordance with the laws and collective bargaining agreements, if applicable. Contractor shall supervise the janitors through Contractor's designated personnel. In the event Client assumes any supervisory duties toward the Contractor's employees or directs their acts or services, Client shall assume responsibility and shall indemnify, defend and hold Contractor harmless from loss, liability or expense arising therefrom.

012015

13. **Keys.** Contractor shall not be provided master keys to any property. Should access to a master key be required, Client will provide a key box or lock box for such master key(s) at the property. Notwithstanding anything to the contrary in this Agreement, Contractor shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).

14. **Notices.** Notices, requests, demands, etc., shall be written and delivered or mailed with postage prepaid

to Client at:

HHS Booth Bend

850 Booth Bend

McMinnville, OR 97128

ATTN: Paul Partridge

to Contractor at:

ABM

1320 NE 63<sup>rd</sup> Avenue

Portland, OR 97213

ATTN: Kim Cox

With a copy to:

ABM Legal Department

1111 Fannin Street, Suite 1500

Houston, TX 77002

15. **Entire Agreement.** This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are merged in this Agreement, and there are no understandings or agreements other than those incorporated herein. This Agreement may not be modified except by written instrument signed by both parties. In the event of conflict between any of the foregoing provisions of this Agreement and any other contract, purchase order, agreement or specification between the parties, this Agreement shall be controlling. This Agreement shall inure to and bind the successors, assigns, agents and representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Client:

Yamhill County Facilities Division

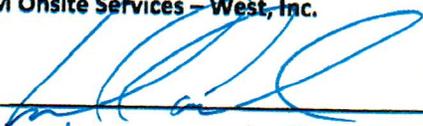
By: 

Name: Mary Starrett

Title: Vice-chair, Board of Commissioners

Contractor:

ABM Onsite Services - West, Inc.

By: 

Name: Leonard Carder

Title: Executive Vice President

Accepted by Yamhill County  
Board of Commissioners on

11.5.15 by Board Order

# 15-454

EXHIBIT A

**SCHEDULE OF DUTIES**  
**HHS 850 Booth Bend, McMinnville**

**DAILY (M-F)**

1. Clean outside doorway areas; pick up all loose paper and debris from entryways; clean all ash cans.
2. Dust-mop all hard surface floors in foyer, spot mop any spills.
3. Vacuum all carpeted areas; spot clean as needed.
4. Clean and sanitize all drinking fountains (2 in foyer) and sinks (3 restrooms & breakroom).
5. Clean counters, tables, and re-position chairs.
6. Clear and refill all restroom dispensers from provided stock.
7. Spot clean all restroom walls, partitions, and doors.
8. Clean and sanitize all restroom fixtures.
9. Clean and sanitize restroom floors.
10. Clean all mirrors.
11. Gather and dispose of all wastepaper; replace provided liners.
12. Clean and polish all restroom chrome and stainless steel.
13. Empty restroom containers.
14. Secure all doors at the building each workday and double-check that all outside doors are locked when work is completed.
15. Replace burnt-out light bulbs. County will supply bulbs.

**WEEKLY**

1. Clean restroom fixtures with cleanser to remove scum, oxidation, and stains.
2. Clean and sanitize all tile floors, walls and stall dividers.
3. Scrub bases of stalls, toilets, and cove in restrooms.
4. Clean glass on entry doors inside and outside.
5. Clean glass on office doors.
6. Dust desks, chairs, tables, ledges, phones, shelves, furniture, computer equipment, pictures, etc.
7. Wipe smudges from walls and doors.
8. Pour enzyme and deodorizing solution down restroom floor drains.
9. Clean all microwaves inside and out.

EXHIBIT A

**TWICE MONTHLY**

1. Sweep or vacuum under desks, shelves, behind doors, and all nooks and crannies.
2. Sweep and clean cobwebs on back patio.

**QUARTERLY**

1. Buff all hard surface floors.
2. Clean hall and entry glass and frames inside.
3. Vacuum all air-return and air-supply grills.

**TWICE YEARLY**

1. Clean inside all window glass and frames.
2. Scrub and wax hall tile floors.
3. Clean and oil all wood doors.

**YEARLY**

1. Scrub and wax all tile floors, stripping if necessary.



ABM Janitorial Services  
1750 McGilchrist St. SE Suite 170  
Salem, OR 97302  
Office: (503) 588-7622  
Fax: (503) 375-7335

## Exhibit B

## HHS Booth Bend – 11/01/2015

After understanding your request for services, we customized our approach to meet your needs. Our quote reflects your stated specifications and quality expectations.

Prepared for: Paul Partridge

Location(s): HHS 850 Booth Bend  
850 Booth Bend, McMinnville, OR 97128

Service(s): **Monthly Janitorial Services**  
*Services to be performed to the Custodial Specifications provided. Pricing below reflects all labor, equipment and materials necessary to provide quality custodial services. Services shall also include light bulb replacement as needed as well as wall cleaning.*

### Pricing:

<b>Total Monthly Cost:</b>	<b>\$1,195.00</b>
<ul style="list-style-type: none"><li>• Service is provided Monday - Friday.</li><li>• All consumable supplies &amp; light bulbs shall be ordered by customer.</li><li>• Exterior window cleaning to be quoted at a separate price as requested</li><li>• Carpet cleaning to be quoted at a separate price as requested</li><li>• Emergency &amp; maintenance services are available and can be provided at an hourly rate of \$45.00, plus trip charge.</li></ul>	

Thank you for considering ABM as a service partner. We look forward to working with you! If there are any other options you would like to see, please let me know. If you have any questions, please don't hesitate to call or e-mail.

Kim Cox  
District Manager  
[kim.cox@abm.com](mailto:kim.cox@abm.com)

B.O. 15-454