



JANITORIAL SERVICE AGREEMENT

This Janitorial Service Agreement (the "Agreement") is made 1 July, 2017, between ABM Industry Groups, LLC – ("Contractor") and Yamhill County ("Client").

1. **Services.** Contractor will provide janitorial and related services to Client or its agent at the location(s) on exhibit B:

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 12 months, commencing July 1, 2017, and shall continue until June 30th 2018.

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 Years 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.

13. **Keys.** 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), unless loss or theft of keys are a direct result of Contractor's sole negligence, fault, omission or other misconduct.

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

to Client at:

Yamhill County Facilities

535 NE 5th St, Room 31

McMinnville, OR 97128

ATTN: Jessica Johnson/Joe Moore

to Contractor at:

ABM Industry Group, LLC

11879 NE Glenn Widing Dr.

Portland, OR 97220

ATTN: Robert Rav

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

By: Joe Moore

Name: Joe Moore

Title: FACILITIES MANAGER

Contractor:

ABM Industry Group, LLC

By: [Signature]

Name: Ed Marcil

Title: Vice President

Approved As To Form
by [Signature]
Christian Boenisch
County Counsel
Yamhill County

Accepted by Yamhill County
Board of Commissioners on
9-14-17 by Board Order
17-304

Exhibit B

Building:	Service Address	Business Unit	Monthly Cost
- <u>Moore Building,</u>	420 NE 5 th St. McMinnville, OR 97129,	BU	\$1,712.53
- <u>Abacus House,</u>	625 NE Galloway St. McMinnville, OR 97131,	BU	\$1,612.30
- <u>Public Health,</u>	627 Evans St, McMinnville, OR 97130,	BU	\$1,393.97
- <u>HHS Evans,</u>	614 Davis St, McMinnville, OR 97128,	BU 3114-1910	\$2,826.72
- <u>Courthouse,</u>	535 NE 5 th St, McMinnville, OR 97128	BU 3114-1905	\$6,091.66
- <u>Corrections,</u>	606 NE Ford St, McMinnville, OR 97128	BU 3114-0454	\$1,788.69
- <u>Planning Group,</u>		BU 3114-0427	\$2,381.50
-Planning Bldg.,	525 NE 4 th St, McMinnville, OR 97128,		
-Brick House,	536 NE 5th St, McMinnville, OR 97128,		
-White House,	434 Evans St, McMinnville, OR 97128,		
-Stern Building,	414 Evans St, McMinnville, OR 97128		
- <u>Small House Group,</u>		BU 3114-1996	\$1,382.87
-IT West House,	626 NE 7 th St, McMinnville, OR 97128		
-IT East House,	636 NE 7 th St, McMinnville, OR 97128		
-Day Management,	707 NE 7 th St. McMinnville, OR 97128		
- <u>Transit Station</u>	800 NE 2 nd St, McMinnville, OR 97128	BU 3114-0247	\$ 536.00

All staff working in the Yamhill locations needs to complete the CJIS requirements as outlined by the customer. This background check is paid for by the customer. Also, all employees are required to sign the standard HIPPA disclosure statement.

Yamhill County

Janitorial Specifications

JANITORIAL HOUSEKEEPING	Night Janitorial	Specialty Team
◆ Empty waste receptacles and place for disposal.	Daily	
◆ Wash and sanitize all waste receptacles.	Daily	
◆ Replace plastic liner in all waste receptacles.	Daily	
◆ Dust all furniture, desks, chairs and tables.	Daily	
◆ Dust all horizontal surfaces to 6 feet high.	Daily	
◆ Dust filing cabinets, book cases and shelves.	Daily	
◆ Clean entrance door glass.	Daily	
◆ Clean doors, frames, light switches.	Daily	
◆ Clean kick plates, push plates and handles.	Daily	
◆ Spot clean desk tops, table tops and counter tops.	Daily	
◆ Clean and polish furniture: desks, chairs and	Daily	
◆ Clean and polish bright metal surfaces.	Daily	
◆ Sanitize and polish drink fountain	Daily	
◆ High dust above six feet, all horizontal surfaces.	Daily	
◆ Remove dust and cobwebs from ceiling areas.	Daily	
◆ Arrange furniture. Vacuum, spot clean or dust as	Daily	
◆ Clean outside entrances, pick up trash.	As Needed	
◆ Papers on desks are not to be disturbed.	ALWAYS	
◆		
◆		
◆		
BREAK ROOM/ Break Areas	Night Janitorial	Specialty Team
		REST ROOMS REST ROOMS
◆ Empty waste receptacles and place for disposal	Daily	
◆ Wash and sanitize all waste receptacles.	Daily	
◆ Replace plastic liner in all waste receptacles	Daily	
◆ Clean sink and shine with stainless cleaner.	Daily	
◆ Wash down counters, backsplash and ledge.	Daily	
◆ Clean microwave inside and out.,	Daily	
◆ Wash outside of refrigerator.	Daily	
◆ Clean table with disinfectant.	Daily	
◆ Spot wash and disinfect walls, doors and frames	Daily	
◆ Refill all dispensers.	Daily	
◆ Remove spots, stains and splashes from walls.	Daily	
◆ Sweep and damp mop floor.	Daily	

REST ROOMS	Night Janitorial	Specialty Team
◆ Sanitize and polish sinks, toilet bowls and urinals.	Daily	
◆ Clean and sanitize top and bottom of toilet seats.	Daily	
◆ Clean glass and mirrors.	Daily	
◆ Empty waste receptacles and insert liners.	Daily	
◆ Disinfect waste receptacles.	Daily	
◆ Disinfect toilet partitions and urinal partitions.	Daily	
◆ Sweep and damp mop floor.	Daily	
◆ Remove spots, stains and splashes from walls.	Daily	
◆ Remove finger marks from doors and frames.	Daily	
◆ Remove finger marks from light switches.	Daily	
◆ Remove finger marks from kick plates and push plates.	Daily	
◆ Refill all dispensers.	Daily	
◆ Dust horizontal surfaces to 6 feet high.	Daily	
◆ Wash and disinfect walls, doors and frames.	Daily	
RESILIENT FLOORS/Stairs	Night Janitorial	Specialty Team
◆ Sweep with broom.	Daily	
◆ Damp mop.	Daily	
◆ Buff all hall tile floors		2 x Month
◆ Scrub and wax hall tile floors		2 x Year
CARPETS	Night Janitorial	Specialty Team
◆ Vacuum offices, hallway and conference/training room.	Daily	
◆ Vacuum entire lobby area.	Daily	
◆ Vacuum entrance mats.	Daily	
OTHER	Night Janitorial	Specialty Team
◆ Change lights in all accounts except Courthouse	As needed	
◆ Clean inside all window glass and frames		2 x year
◆ Clean and oil all table chairs and paneling Rm 32	2 x year	
◆ Dust and clean all venetian blinds.	2 x Year	
◆ Clean and oil all wood in courtrooms	1 x Year	
◆ Vacuum all air-supply grills.	1 x Year	

<i>TRANSIT CENTER</i>	Night Janitorial	Specialty Team
◆ Clean and sanitize both exterior restrooms	Mon – Sat	
◆ Empty exterior trash cans and remove trash to Courthouse dumpster	Mon – Sat	
◆ Sweep exterior of building and remove litter	Mon – Sat	
◆ Clean three Plexiglas shelters	Mon – Sat	
◆ Spot clean exterior windows and doors of building	Mon – Sat	
◆ Power wash exterior sidewalks		1 x month