# RESOLUTION NO. 3042.

RESOLUTION AUTHORIZING THE MAYOR TO SIGN A TWELVE-PAGE JANITORIAL SERVICES AGREEMENT WITH ABM INDUSTRY GROUPS, LLC, AND ALSO AUTHORIZING CITY STAFF TO ISSUE WRITTEN NOTICE OF TERMINATION TO OPERATION OMNI

WHEREAS, the City is currently receiving janitorial services at the Civic Center, Police Department, Public Works Department and City Hall from Operation Omni; and

WHEREAS, the City desires to hire a different janitorial company to provide cleaning services at such locations; and

WHEREAS, City staff drafted and published a Request for Proposals, and in response received multiple written proposals; and

WHEREAS, upon review and comparison, City staff concluded that the proposal by ABM Industry Groups, LLC (ABM) presents the best value for the expected quality of services; and

WHEREAS, a twelve-page Janitorial Services Agreement has been prepared, and its terms are acceptable to City staff; and

WHEREAS, the City Council finds that good cause exists to engage ABM and, relatedly, to terminate the engagement of Operation Omni;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, that the Mayor is authorized to sign the twelve-page Janitorial Services Agreement with ABM in the form appended hereto, and, further, that City staff is authorized to issue written notice of termination to Operation Omni.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SELAH, WASHINGTON, this 8<sup>th</sup> day of August, 2023.

Sherry Raymond, Mayor

ATTEST:

Dale E. Novobielski, Clerk/Treasurer

APPROVED AS TO FORM:

Rob Case, City Attorney



# Janitorial Services Agreement

☐ Day Porter Service
☐ Ambassador Service
☐ Parking
☐ Transportation
☐ Facilities Engineering
☐ HVAC/Mechanical
☐ EV Charging Stations
Other



## JANITORIAL SERVICES AGREEMENT

This Janitorial Services Agreement (the "Agreement") is made AMMST 8 2023, between ABM Industry Groups, LLC ("ABM") and City of Selah ("Client").

- 1. <u>Services</u>. ABM will provide janitorial and related services to Client or its agent at the locations and according to the scope of services attached hereto as <u>Exhibit A</u> (the "Services"). ABM may perform the Services by any reasonable means and shall not be responsible for delays in performance beyond its control. ABM's performance of the Services shall be subject to the personal satisfaction of Client; however, if Client is dissatisfied in full or in part as to any instance where ABM provided Services, Client must notify ABM within 10 business days and specify the reason(s) why Client is dissatisfied or the Services in question shall be deemed accepted by Client.
- **2.** <u>Month-to-Month</u>. The parties' relationship under this Agreement shall exist on a month-to-month basis, commencing \_\_\_\_\_\_, and continuing until such time as either party effectuates a termination of the relationship according to the terms of this Agreement.
- **3.** <u>Termination</u>. Either party may terminate the parties' relationship under this Agreement effective at 11:59 p.m. on the last day of a given calendar month, without necessity of cause or breach, by providing advance written notice to the other party at least 30 days preceding the date that the termination becomes effective. All property furnished by ABM shall remain its property, and upon termination of the parties' relationship ABM shall have a reasonable time to remove its property from Client's premises.
  - a. Warn Act. This subsection is only applicable for Client locations where the number of ABM employees assigned is equal to or exceeds 50 employees at any time during the six-month period prior to termination. In order to assure WARN Act compliance, Client shall provide at least 75 days' prior written notice of termination, unless the location is destroyed or otherwise rendered uninhabitable due to unforeseen circumstances.
- Price. Client agrees to pay ABM on a monthly basis for the Services in accordance with the schedule attached as Exhibit B (the "Price"), including any potential increase(s) effectuated pursuant to paragraph 5 below. If Client requires issuance of a Purchase Order Number ("PO") in order for ABM to submit an invoice, Client shall provide ABM with a PO promptly upon execution of this Agreement and shall provide ABM thirty (30) days written notice in advance of any change or update to an existing PO. Any PO issued by Client shall note the applicable Client locations and all new, updated and PO renewals must be sent to PO\_Update@abm.com and the local ABM point of contact. 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. In the event that Client disputes the accuracy of any invoice, Client shall provide ABM with written notice (notice via electronic mail is acceptable) of the dispute within 30 days of the invoice date. Failure of Client to timely raise a dispute shall be deemed an acceptance of the services provided and the accuracy of the invoice. Client shall not withhold payment on any undisputed portions of any invoice. No credit(s) will be permitted for Service deficiencies without ABM first receiving from Client notice and reasonable opportunity to cure. 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 ABM 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 ABM for its attorneys' fees and collection costs.
- **5.** Price Increases. The parties agree that the Price may be increased by ABM, following proper notice as specified in this paragraph, due to factors beyond ABM's reasonable control including but not limited to: local, state and/or federal government mandated wage/health and welfare increases; union mandated wage/health and welfare increases, and associated payroll costs where applicable; payroll tax increases; union pension increases where applicable; and subcontracting costs, material costs, or other supply and insurance and cost changes including but not limited to increases resulting from insufficient labor supply in certain affected markets as of the date incurred.

ABM shall provide advance written notice to Client at least 30 days preceding the date that the Price increase becomes effective. Client's obligation for paying any validly-noticed Price increase shall survive the termination of the parties' relationship.

**6.** Price Adjustments. The (original) Price is based upon the service area and frequency of Services in the attached specifications (Exhibit B). If there is any change in either, Client and ABM will negotiate in an attempt to agree to a reasonable Price adjustment. Similarly, if any extraordinary event affects ABM's costs, ABM shall provide written notice to Client and the parties will negotiate in an attempt to agree to a reasonable Price adjustment. Such extraordinary events shall include: armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, pandemics, quarantine or government mandated shutdown, generalized lack of availability of supplies, and other events not reasonably foreseeable or against which ABM reasonably cannot protect itself.

## 7. (Omitted.)

- **8.** <u>Holidays</u>. ABM is not obligated to perform Services on the following holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Services on these holidays, when requested by Client, shall be charged on an over-time basis. Further, if such holiday is on the sixth or seventh day of the work week, there shall be an additional charge of a full day at straight time if ABM is required to pay wages to its worker(s) for that day.
- Indemnification. ABM shall indemnify, hold harmless, and defend at its immediate burden and continuing expense, Client and its agents, employees, invitees and insurers 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 ABM, its agents and employees, and which arise out of work performed under this Agreement. The foregoing provision shall only benefit Client if Client notifies ABM in writing of such Claim within 5 days of same being reported to Client or its representative. Notwithstanding the foregoing, if ABM is required by Client to clean or wax floors while one or more agent, employees or invitee of Client is physically present, ABM shall not be responsible for any Claim(s) in connection therewith. ABM shall not be liable for delay, loss or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others; nor for fire, water damage, natural calamity or causes that was or were beyond ABM's reasonable control. ABM shall not be liable for disposal of documents or valuable items (other than office furnishings) when such were deposited by Client into a trash or recycling container or were left on the floor in such a location or manner so as to indicate an obvious intention to designate them as trash or recycling; if any doubt exists, ABM shall not dispose of documents or other items that are left on the floor; and Client shall indemnify and hold harmless ABM from Claim(s) for disposal of documents and items when no doubt existed. Client agrees to keep its facilities in a safe condition and in conformance with federal, state, and local laws, ordinances and regulations. Client shall immediately notify ABM of any unsafe conditions in the area to be serviced. Any nonperformance of any Services due to unsafe working conditions not caused by ABM shall not give rise to a breach hereunder nor for non-payment by Client for Services performed. Client shall indemnify, defend and hold harmless ABM from Claim(s) to ABM's employees and others resulting from the condition of Client's premises or equipment but only to the extent same are not caused by ABM's fault.
- 10. Warranties. ABM DOES NOT REPRESENT OR WARRANT THAT USING THE SERVICES HEREIN OR THAT ANY CLEANING OR DISINFECTING PROCESSES WILL ELIMINATE THE PRESENCE OR RISKS OF SPREADING INFECTIOUS DISEASE AND VIRUSES. ALL SERVICES ARE PROVIDED AS IS, WHERE IS, AND FOR COMMERCIAL USE ONLY WITHOUT ANY REPRESENTATION OR WARRANTY OF EFFECTIVENESS OR SUCCESS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ABM EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. ABM ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES MADE BY THE MANUFACTURERS OR DISTRIBUTORS OF ANY CLEANING PRODUCTS OR EQUIPMENT USED BY ABM

TO PERFORM THE SERVICES. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SELECTED CLEANING PRODUCTS AND EQUIPMENT ARE SUFFICIENT FOR CLIENT'S DESIRED PURPOSES.

- 11. <u>Limitation of Liability</u>. Except as may be owed to a third party under a party's indemnification obligations, neither ABM nor Client, or their respective owners, officers, directors, employees, agents or affiliates, shall be liable one to the other whether under contract, statute, tort (including negligence) or otherwise, for any indirect, exemplary, unforeseeable, loss of profits, loss of use, punitive or consequential, incidental, or special damages, even if that party is notified in advance of such possibility, regardless of the form of the claim or action. Notwithstanding any other provision in this Agreement and in any event, ABM shall not be liable for any breach of its duties or obligations under this Agreement in an amount that exceeds the amounts paid to ABM under this Agreement in the preceding twelve months.
- 12. Insurance and Taxes. ABM 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: (a) 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; (b) Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence; and (c) Workers' Compensation insurance with statutory limits and with an employers' liability limit of at least \$500,000 (except to the extent that ABM has opted out of the workers compensation insurance system in Texas). ABM 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, ABM will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions. ABM, Client and their insurers shall waive all rights of subrogation against one another for property damage claims. ABM 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 ABM.
- 13. <u>Independent Contractor</u>. ABM is an independent contractor and all persons employed to furnish the Services hereunder are exclusively, and shall be, employees of ABM and not of Client. ABM 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 ABM's established standards.
- **14.** <u>Employees</u>. Upon written request by Client, ABM will remove from service any employee assigned to Client's premises who Client believes has engaged in any improper conduct, including but not limited to: a breach of Client's policies, a violation or breach of this Agreement, or failure to perform the duties herein. ABM shall supervise its employees through ABM's designated personnel.

## 15. (Omitted.)

- **16.** <u>Facilities at Client Location.</u> If required to enable ABM to carry out the Services, Client will at its own expense provide at the Client's location(s) for ABM its employees: (a) such complete and uninterrupted access as ABM may reasonably require at the times set out in an attached Schedule; (b) all necessary utility services; (c) storage space that provides safe custody of ABM's supplies and equipment; and (d) such other facilitation as ABM may reasonably need to perform the Services.
- 17. <u>Keys</u>. ABM shall not be provided master keys to any Client 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, ABM 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).
- **18.** <u>Notices</u>. Notices, requests, demands, etc., shall be written, either hand-delivered or mailed with postage prepaid, and respectively addressed as follows:

## to Client:

Selah City Hall

ATTN: City Administrator ATTN: Clerk-Treasurer ATTN: City Attorney 115 W. Naches Ave. Selah, WA 98942

## to ABM:

ABM Industry Groups, LLC ATTN: Karl Bowen 112 N Altamont St Spokane, WA 99202

With a copy to:

LegalNotice@abm.com

Attn: Deputy General Counsel, Commercial

- 19. No Subcontracting by ABM; Non-Assignment by Client. ABM shall not subcontract with any other person or entity, nor assign or transfer any duties or obligations to any other person or entity, without the prior written approval of Client. However, the foregoing sentence shall not be construed to restrict or prohibit assignment of this Agreement or of any rights or obligations hereunder, in whole or in part, by ABM to any affiliate of ABM or to a successor to all or substantially all of the assets of ABM. Client shall not assign its position in and under this Agreement to any other person or entity, without the prior written approval of ABM.
- **20.** Force Majeure. Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine or government mandated shutdown, civil commotion, breakdown of communication facilities, natural catastrophes, strikes, fire, explosion, and generalized lack of availability of supplies (collectively "Force Majeure"). For the avoidance of doubt, Force Majeure shall not include a party's financial inability to perform its obligations hereunder. The party affected by Force Majeure must provide prompt written notice (in no event more than five business days) to the other party upon the onset of the Force Majeure event, and such notice shall describe the event in detail with a reasonable approximation of the expected duration of the event's effect on the party.
- **21.** Entire Agreement. This Agreement contains the entire agreement between the parties. All prior negotiations between the parties are superseded and replaced by 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.
- **22.** <u>General Provisions</u>. This Agreement shall be interpreted so that all of the provisions herein are given as full effect as possible. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

[SIGNATURES ON NEXT PAGE]

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

## **Exhibit A: Scope of Services**

## Cleaning Requirements for the Police Station

#### Weekly Services

The services listed below shall be accomplished between 5:00 pm and 6:00 am on two nights each week.

## 1. Dust, Wipe or Spot Clean:

- Horizontal Surfaces and Moldings (within reach)
- Remove hand and fingerprints from doors, windows, light switches, kick and push plates, handles, and metal finishes.
- Remove cobwebs from wall/ceiling area
- Spot clean interior glass in doors, windowsills, and window blinds
- Walls: Remove Noticeable Spots, Stains and Marks to Hand Height (70)

## 2. Vacuum all Carpeted Areas Thoroughly

- Entryways, walk-off mats, workspaces, offices, stairs, and training room.
- Move chairs and garbage cans (anything light and easy to move).
- Stairs: Sweep or vacuum (as appropriate) to remove visible marks and debris.
- Spot clean carpet areas to remove spilled or soiled stains. Spots are defined as 12" and under with no
  more than 3 spots or 3 square feet in area total per cleaning. Notify the building Director if spots exceed
  these parameters.
- All visible dirt, dust and soil is to be removed.

#### 3. Hard (uncarpeted) floors:

• Sweep or vacuum, and then damp mop all uncarpeted floors. Remove dirt, shoe marks and scuffs, stains, and other dirt and grime from uncarpeted surfaces.

## 4. Trash Removal:

- Empty and replace plastic liners when they are stained, soiled, or torn -Any liner with food on it shall be replaced.
- Trash should be disposed of into the dumpster. Trash will not be stored inside the station.

#### 5. Paper Shredders: Empty as needed:

## 6. Paper Recycling Containers:

• Empty recyclable contents in exterior recycle dumpsters provided to City.

## 7. Foyer:

Wipe down horizontal surfaces, reception window, and front of vending machine.

## 8. Restrooms:

- Clean and disinfect fixtures, toilets, urinals, sinks, mirrors, and counters.
- Maintain adequate supplies of toilet tissue, urinal deodorizers, paper towels, liquid hand soap, and room deodorizer.
- Note: Cleaning tools used in restrooms shall not be used in office spaces and other areas (i.e., rags, mops, sponges, gloves, etc.)

#### 9. Kitchen:

Clean and disinfect kitchen counters and sink, stove top, and water dispensers.

NOTE: Vendor is expected to wash the dishes.

#### 10. Janitorial Closet:

- · Keep closet clean, orderly, and deodorized.
- All cleaning materials will be disposed of properly.
- Cleaning wipes will not be flushed down toilets.

## Monthly Services

(One Day Each Month) in addition to daily and weekly services:

- Dust and clean workspace countertops unless covered with papers, all furniture including chairs, tables, filing cabinets, bookcases, shelves, windowsills, door frames, picture and artwork frames, molding and counters.
- 2. Dust the tops of all office furniture.
- 3. Damp clean Training Room (SPD) tables and chairs if needed, using sanitizer, remove any stains.
- 4. Remove fingerprint smudges from interior door glass, interior windows, and all glass surfaces.
- 5. Vacuum under chair carpet protectors and clean, as needed (visible dirt or stains).
- 6. Vacuum upholstered chairs as needed.
- 7. Edge vacuum carpets where regular vacuuming does not normally reach.

#### Quarterly Services

(February, May, August, and November) in addition to daily and weekly services:

- 1. Dust or vacuum, and spot clean all window blinds (both sides).
- 2. Dust or vacuum, and spot clean all supply and return air grilles and diffusers, high or low, to remove all visible dust and dirt.
- 3. Vacuum all edges and corners prior to shampooing carpets.
- 4. Damp clean base moldings, as needed.
- 5. Machine scrub all vinyl restroom and kitchen floors using a detergent.

#### Bi-Annual Services

(Two times each year, over a weekend April and October): The vendor will coordinate this service with the building Administrator or their designee five (5) days before it takes place. Any additional employees used by the vendor to complete this service need to undergo a background check (State requirement). Vendor should allow thirty (30) days for the background check to be completed.

- 1. Clean all Interior and Exterior Windows.
- Shampoo all carpets and rugs using steam extraction or agitation and immediately follow with hot water extraction method to remove all soap. Spot removal shall be performed with a commercial grade spot remover. Cleaning will be scheduled to allow maximum drying time before next business day.
- 3. Thoroughly clean, strip and/or wax all hard surface floors whether, vinyl, linoleum, tile, stone, or concrete.
- Damp clean base moldings to remove smudges and marks from walls, doors, handrails with soap and water. Rinse thoroughly with clean water.

## Cleaning Requirements for the Selah Civic Center

## **Daily Services**

In <u>addition</u> to all items listed above for the Police Station – all of which are required duties to be completed at the Civic Center as well – the following tasks specifically apply to the Civic Center:

- 1. At the Civic Center cleaning is to be done regularly 7 days a week (except that cleaning on the holiday dates specified in the Agreement shall only occur when specifically requested by Client). Vendor is expected to do the work when the Civic Center is minimally populated or closed. Typical Civic Center office hours are: Monday through Friday from 8:00 a.m. to 5:00 p.m. User groups frequently use the Civic Center during evenings and on weekends, in addition to during regular business hours. Client will provide ABM with updated use schedules as user groups book events at the Civic Center.
- 2. Any item requiring maintenance or repairs shall be reported to the Department Manager. Items like plugged toilets, leaking pipes, loose tile, inoperative lights, or any security issues etc. are expected to be reported immediately upon finding them. Emergency repairs during off hours (i.e. after 5:00 PM and before 8:00 AM) such as broken pipes, floods, or serious roof leaks should be reported to Public Works staff immediately after discovery at 509-698-7365.
- Cleaning service employees should not enter City buildings except to perform their work and shall not bring non-employees or family members into the facility during their contract work hours. Vendor employees are to secure the building when they leave the premises.
- 4. Walls, carpet, and upholstery in poor condition will be noted at the beginning of the contract period. Vendor employees will not be held responsible for existing spots and worn, damaged furniture or carpet stains
- 5. Remove all obvious soil, streaks, smudges, etc. from drinking fountains; then disinfect all porcelain and polished metal surfaces including the spout of drinking fountain. All will be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.
- 6. All garbage collected is to go in dumpsters located on site.
- Clean all glass on doors and windows. This includes display case as well as both sides of office windows and doors. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
- 8. Dust mop floors. Mop floor when soiled. Areas must be thoroughly cleaned to remove dust, dry soil, food and other surface debris. All areas under chairs, trash receptacles and other furnishings, which are accessible, will be cleaned as well. Keep vent areas clean of debris. After cleaning, surfaces, including comers, cracks, and places accessible to the cleaning equipment will be free of all visible soil, streaks, litter and spots caused by spills.
- 9. Clean outside of building within 20 feet of entrance, picking up visible trash.
- 10. Keep all EXIT areas, inside and outside, clean and free of debris.
- 11. Cleaning service is expected even if Vendor employees are out sick or on vacation

## Weekend Services

- 1. Kitchen Area:
  - Empty wastebaskets, remove all trash to dumpster and supply fresh liners for wastebaskets.
  - · Spot clean walls, light switches, cabinets and doors.
  - Clean and sanitize all sinks of food and debris.
  - Wipe down counter tops, tables, sinks, ovens and fixtures with disinfecting cleaner. Remove fingerprints, food, debris. soot and grease from handles, glass and stainless-steel surfaces.

# Cleaning Requirements for the Selah Civic Center

## **Daily Services**

In <u>addition</u> to all items listed above for the Police Station – all of which are required duties to be completed at the Civic Center as well – the following tasks specifically apply to the Civic Center:

- 1. At the Civic Center cleaning is to be done regularly 7 days a week (except that cleaning on the holiday dates specified in the Agreement shall only occur when specifically requested by Client). Vendor is expected to do the work when the Civic Center is minimally populated or closed. Typical Civic Center office hours are: Monday through Friday from 8:00 a.m. to 5:00 p.m. User groups frequently use the Civic Center during evenings and on weekends, in addition to during regular business hours. Client will provide ABM with updated use schedules as user groups book events at the Civic Center.
- 2. Any item requiring maintenance or repairs shall be reported to the Department Manager. Items like plugged toilets, leaking pipes, loose tile, inoperative lights, or any security issues etc. are expected to be reported immediately upon finding them. Emergency repairs during off hours (i.e. after 5:00 PM and before 8:00 AM) such as broken pipes, floods, or serious roof leaks should be reported to Public Works staff immediately after discovery at 509-698-7365.
- Cleaning service employees should not enter City buildings except to perform their work and shall not bring non-employees or family members into the facility during their contract work hours. Vendor employees are to secure the building when they leave the premises.
- 4. Walls, carpet, and upholstery in poor condition will be noted at the beginning of the contract period. Vendor employees will not be held responsible for existing spots and worn, damaged furniture or carpet stains
- 5. Remove all obvious soil, streaks, smudges, etc. from drinking fountains; then disinfect all porcelain and polished metal surfaces including the spout of drinking fountain. All will be free from streaks, stains, spots, smudges, scale, and other obvious removable soil.
- All garbage collected is to go in dumpsters located on site.
- 7. Clean all glass on doors and windows. This includes display case as well as both sides of office windows and doors. After cleaning, the surface will present a uniform appearance free of all smudges, fingerprints, stains, streaks, lint, etc.
- 8. Dust mop floors. Mop floor when soiled. Areas must be thoroughly cleaned to remove dust, dry soil, food and other surface debris. All areas under chairs, trash receptacles and other furnishings, which are accessible, will be cleaned as well. Keep vent areas clean of debris. After cleaning, surfaces, including comers, cracks, and places accessible to the cleaning equipment will be free of all visible soil, streaks, litter and spots caused by spills.
- 9. Clean outside of building within 20 feet of entrance, picking up visible trash.
- 10. Keep all EXIT areas, inside and outside, clean and free of debris.
- 11. Cleaning service is expected even if Vendor employees are out sick or on vacation

#### Weekend Services

- 1. Kitchen Area:
  - Empty wastebaskets, remove all trash to dumpster and supply fresh liners for wastebaskets.
  - · Spot clean walls, light switches, cabinets and doors.
  - Clean and sanitize all sinks of food and debris.
  - Wipe down counter tops, tables, sinks, ovens and fixtures with disinfecting cleaner. Remove fingerprints, food, debris. soot and grease from handles, glass and stainless-steel surfaces.

- Sweep and wet mop entire floor using a disinfecting cleaner. All areas under chairs, tables, trash
  receptacles, ovens, fridges and other furnishings, which are accessible, shall be moved to clean and sweep
  underneath.
- Re-supply all paper towel dispensers to the proper level. The dispensers and adjacent surfaces will be
  wiped with a germicidal detergent to remove handprints and smudges after filling. The device will be
  checked after filling for proper operation. Caked or dried soap will be cleaned. Remove the semi-hardened
  soap from spout of liquid soap dispensers daily. Inoperable devices will be reported to the Facilities
  Coordinator.
- Clean stoves, and the oven interior to provide an appearance free of spots, streaks, spills, food and grease.
   Remove any and all debris and waste build up and dispose of in dumpster.
- Dust all horizontal surfaces, furniture, ledges, moldings, including top of refrigerator.
- 2. Remove obvious dirt and debris around cracks in floor, doors, and corners.
- 3. Dust and clean all furniture and tabletops with appropriate cleaning agent. After cleaning, the surfaces should have a uniform appearance, free from streaks, smudges, lint, etc., with complete removal of soil from the surface.
  - Empty wastebaskets and remove all trash to designated disposal areas. Supply fresh liners for wastebaskets.
  - Vacuum floor mats. Spot vacuum carpeted flooring as needed.

After Event Damage Report: In the event that there are any damages to Civic Center property resulting. From an event, a damage report must be completed by the Vendor or Vendor's Employees and should include detailed notes regarding damage. If possible, photographs should be taken and forwarded to Civic Center staff for documentation purposes. Vendor shall leave the report for the Civic Center manager and notify city staff immediately of any damages which compromise safety, security or could affect the next day.

**Materials and Equipment:** The Vendor shall use cleaning products and equipment which are effective and safe for fixtures, furnishings, and finishes in their particular applications. The Civic Center Manager may require the Vendor to select an alternative cleaning product or piece of equipment if the use of that particular product or piece of equipment is ineffective or tends to cause damage to or deterioration of fixtures, furnishings, or finishes in the use being made of it. Cleaning products should be in clearly marked containers.

**Level of care:** Vendor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings, or fixtures. Vendor shall restore to good condition any items damaged from lack of due care by Vendor's employees.

# Cleaning Requirements for the Public Works and City Hall

# Two Times Per Week Services (on days agreed between parties)

- 1. Gather all waste and place contents for disposal. Insert new liners when needed. Sweep, dust mop or vacuum all floors.
- 2. Vacuum all carpeted areas.
- 3. Dust file cabinets, desk, tables, and other office furniture. Spot clean entrance door glass.
- 4. Disinfect all water fountains.
- 5. Damp mop floors with general cleaning solution.
- 6. Clean and disinfect restroom fixtures.
- 7. Fill restroom dispensers from Client's stock.

## One Time Per Month Services

- 1. Vacuum upholstered chairs.
- 2. Edge vacuum carpets where regular vacuuming does not reach.

## Four Times Per Year Services

- 1. Shampoo and rinse extract all carpets.
- 2. Wash windows inside and out.
- 3. Mop, remove scuff marks, apply ristorante, and buff tile floors.

## **Exhibit B: Pricing Schedule**

To reduce your costs and build value for your facilities, we focus on new, efficient methods and management of labor and technology to eliminate unnecessary costs and maintain quality. Based on walk-throughs and specifications, discussions with you, and our industry expertise, we determined the best practices for you and infused them into a program designed to meet your service needs.

Prepared for:

City of Selah

Services:

Joseph Henne

Janitorial

Location	Address	Frequency	Price
Selah Police Station	617 S. 1st St. Selah, WA 98942	Two (2) Times Per Week	\$ 484.11
Selah Civic Center	216 S. 1st St. Selah, WA 98942	Seven (7) Times Per Week	\$4,491.82
Selah Public Works	222 S. Rushmore Rd. Selah, WA 98942	Two (2) Times Per Week	\$ 484.11
Selah City Hall	115 W. Naches Ave. Selah, WA 98942	Two (2) Times Per Week	\$ 484.11
		Total Monthly as the "Price"	\$5,944.15*

<sup>\*</sup>Price includes all labor, benefits, payroll taxes and insurance, supervision, equipment, and cleaning supplies (other than restroom and kitchen supplies that are consumed by users such as toilet paper, paper towels, air fresheners, hand soap, and plastic trashcan liners, which items are available at separate pricing).

Special Instances: If extra or non-customary cleaning proves necessary due to any occurrence or situation, Client shall be liable for paying at least \$150.00 per instance.

Client Initials

ABM Initials \_\_\_