

RESOLUTION 2016 - 04

 ORIGINAL

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF SUNNYSIDE, WASHINGTON, AUTHORIZING
AN AGREEMENT WITH AMERICAN BUILDING MAINTENANCE
TO PROVIDE JANITORIAL SERVICES FOR
CITY FACILITIES**

WHEREAS, the City of Sunnyside is responsible for the janitorial services for all city facilities; City Hall, Senior Center, Community Center, Law and Justice Center, Waste Water Treatment Plant, Water Division Building, Public Works Service Center, and Parks Restrooms; and

WHEREAS, this service has been provided by (1) full time city employee since 2010 at an annual cost of \$76,570 which is salary and benefits under the Public Works CBA. To more effectively utilize staff time and budget resources, city staff solicited companies to provide janitorial services. American Building Maintenance submitted a proposal of \$43,211.28 to provide a much higher level of service plus additional services at the Law and Justice Center; and

WHEREAS, the City of Sunnyside City Council finds and determines that an agreement between the City of Sunnyside and American Building Maintenance is in the best interest of the residents of the City of Sunnyside and will promote the general health, safety and welfare;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WAHSINGTON, as follows:

SECTION 1. That the City of Sunnyside hereby approves the agreement for janitorial services at city facilities with American Building Services, which quote is attached hereto as Exhibit "A" and incorporated herein by this reference, is hereby approved; and the City Manager is hereby authorized to execute and administer such agreement for and on behalf of the City of Sunnyside.

SECTION 2. This Resolution shall be effective upon passage, approval and signatures hereon in accordance with law.

PASSED this 25th day of January, 2016.



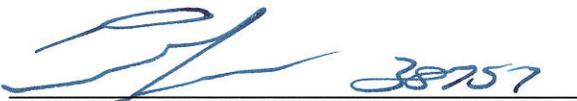
JAMES A. RESTUCCI, MAYOR

ATTEST:



DEBORAH ESTRADA, CMC, CITY CLERK

APPROVED AS TO FORM:



KERR LAW GROUP, PLLC
Attorneys for the City of Sunnyside

CITY CONTRACT NO: A-2016-13
RESOLUTION NO: 2016-04
COUNCIL MTG: 1-25-16

EXHIBIT A



Res
2016-4

JANITORIAL SERVICE AGREEMENT

This Agreement is made _____, 2016, between ABM Janitorial Services ("Contractor") and City of Sunnyside ("Client").

1. **Services.** Contractor will provide janitorial and related services to Client or its agent at the following location(s):
Exhibit A according to the attached specifications. 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 ___ years(s), commencing _____, 2016, 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 \$ (Exhibit B) (plus applicable taxes) per month for the services (or see Exhibit A attached). 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. With respect to pricing provided by Contractor, it is agreed that such pricing may be increased by Contractor due to factors beyond Contractor's reasonable control, including but not limited to, increases to minimum, prevailing or living wages, increases required by collective bargaining agreements, and increases occasioned by government mandates including the federal Affordable Care Act.
5. **Adjustments for Wages and Fringe Benefits.** The above price 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. **Holidays.** Contractor is not obligated to perform services on the following holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day 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.
8. **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,

EXHIBIT A

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.

9. **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) 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 employers 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.

10. **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.

11. **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.

12. **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).

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

to Client at:
City of Sunnyside
818 E. Edison
Sunnyside, WA 98944

to Contractor at:
ABM Janitorial Services – South Central, Inc.
16 East Columbia Drive
Kennewick, WA 99336

14. **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: City of Sunnyside
By _____
Name _____
Title _____

Contractor: ABM Janitorial Services – South Central, Inc.
By _____
Name _____
Title _____

Janitorial Specifications – Exhibit A

POLICE DEPARTMENT, COUNCIL CHAMBER, COMMUNITY CENTER, CITY HALL, WATER DEPARTMENT, SENION CENTER AND P.P.L. BUILDING

Five Times Per Week Services – All Other Departments

Three Times Per Week Services - Airport Only

Gather all waste and place contents for disposal. Insert new liners when needed.

Sweep and/or dust mop all floor surfaces.

Vacuum clean all carpeted areas.

Dust counters and file cabinets.

Dust all ledges and other flat surfaces within reach.

Dust under all desk items such as telephones, calculators, etc.

Spot wash door frames and partition glass to remove fingerprints.

Clean counters and sinks in lunchrooms, break rooms, and coffee bars.

Note: Does not include washing dishes unless specified.

Refill dispensers at all sinks in lunchrooms, break rooms, and coffee bars.

Vacuum and/or sweep entrance mats.

Wash entrance door glass.

Wash all drinking fountains with disinfectant.

Spot mop floors to remove spillage.

Damp mop floors with general cleaning solution.

Clean and sanitize restroom fixtures and chrome fittings.

Clean and refill restroom dispensers from customer's stock.

Spot wash restroom walls, partitions, and doors.

Clean restroom mirrors.

Sanitize toilets, toilet seats, and urinals.

Properly arrange furniture.

Keep janitor closet neat and orderly.

Leave only designated lights on.

Leave notice of defective fixtures, lights burned out, or any necessary restroom supplies, etc., on designated desk.

One Time Per Month Services

Vacuum upholstered chairs and dust chair rungs.

Edge vacuum carpets where regular vacuuming does not reach.

Vacuum and/or clean air vents and grills.

Dust window sills.

Two Times Per Year Services

Scrub and recoat all hard floor surfaces.

Shampoo, rinse and extract all carpets



Your Service Quote -- Exhibit B

We'll help you create new efficiencies to improve your bottom line

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 Sunnyside

Location(s): Various Locations

Service(s): Janitorial Services per Exhibit A Specifications

Price

Police Department	\$ 909.27	per month
Community Center	\$ 437.19	per month
City Hall	\$ 805.19	per month
Sewer Department	\$ 385.94	per month
Streets	\$ 183.78	per month
Senior Center	\$ 389.82	per month
P.P.L. Building (Water Dept.)	\$ 350.65	per month
Airport - 3 x per week services	\$ 69.55	per month
Museum -3 x per week services	<u>\$ 69.55</u>	per month
	\$ 3,600.94	

Price includes all labor, benefits, payroll taxes and insurance, supervision, cleaning supplies and equipment.

Restroom supplies, hand soap and plastic trashcan liners are not included, and are available at separate pricing.

Customer Initials _____

ABM Initials _____

