

**RENEWAL AGREEMENT & AMENDMENT #4
TO MASTER AGREEMENT
FOR WINDOW CLEANING SERVICES
By and between
COUNTY OF MONTEREY
&
ABM JANITORIAL SERVICES, INC.**

This **RENEWAL AGREEMENT & AMENDMENT #4** is made to the MASTER AGREEMENT for the provision of WINDOW CLEANING SERVICES by and between ABM JANITORIAL SERVICES, INC., hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

WHEREAS, the MASTER AGREEMENT expired pursuant to its terms on June 30, 2013; and

WHEREAS, the County and CONTRACTOR agree to renew the MASTER AGREEMENT retroactive to July 1, 2013 and to extend the term of the Agreement for an additional six (6) months through and including December 31, 2013; and

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows:

1. The AGREEMENT is renewed retroactive to July 01, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Section 3.1, "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.", is replaced with "**This Agreement shall be in full force and effect, commencing from December 12, 2008 through December 31, 2013.**".
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT and previously executed AMENDMENT's 1-3 are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated December 12, 2008.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: _____
Signature of Chair, President, or
Vice-President

Dated: _____

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: _____

Deputy Auditor/Controller

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Approved as to Liability Provisions:

Printed Name and Title

Risk Management

Dated: _____

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

AMENDMENT #3 TO AGREEMENT

COUNTY OF MONTEREY & ABM JANITORIAL SERVICES

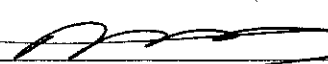
THIS AMENDMENT is made to the AGREEMENT (RFP #10088) for the provision of **Window Cleaning Services (\$10,000 or less per project)** between **ABM Janitorial Services**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to **reflect the County's exercise of the option to extend for one (1) additional year.**


NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.1, "TERMS OF CONTRACT", shall be amended by removing and replacing it with "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2012 with the option to extend the AGREEMENT for an additional (1) year period." And replacing it with **"This Agreement shall be in full force and effect, commencing from the time of the signed Agreement through June 30, 2013."**
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated April 11, 2008.

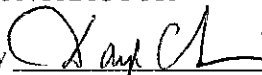
IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY

 Contracts/Purchasing Officer

Dated 7-25-12


APPROVED AS TO FORM:

 Auditor/Controller

Dated 7-23-12

CONTRACTOR
 By 
 Company Representative

Printed Name Daryl Harris

Dated 6/26/12

APPROVED AS TO FORM

 DEPUTY COUNTY COUNSEL
 COUNTY OF MONTEREY

7-23-12

AMENDMENT #2 TO AGREEMENT

COUNTY OF MONTEREY & ABM JANITORIAL SERVICES

THIS AMENDMENT is made to the AGREEMENT (RFP #10088) for the provision of **Window Cleaning Services (\$10,000 or less per project)** between **ABM Janitorial Services**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

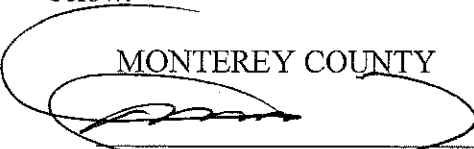
WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to **reflect the County's exercise of the option to extend for one (1) additional year.**

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Section 3.1, "TERMS OF CONTRACT", shall be amended by removing and replacing it with "The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for two (2) additional one (1) year periods." And replacing it with **"This Agreement shall be in full force and effect, commencing from the time of the signed Agreement through June 30, 2012."**
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT dated April 11, 2008.

IN WITNESS WHEREOF, the parties have executed the AMENDMENT on the day and year written below.

MONTEREY COUNTY



Contracts/Purchasing Officer

Dated 6-28-11

APPROVED AS TO FORM:



Auditor/Controller

Dated 6-27-11

CONTRACTOR

By 

Company Representative

Printed Name Paul Conni

Dated 6/23/11

**AGREEMENT TO PROVIDE WINDOW CLEANING SERVICES
(\$10,000 or less per project) FOR THE COUNTY OF MONTEREY**

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and ABM Janitorial Services, hereinafter referred to as "CONTRACTOR."

RECITALS

- A. WHEREAS, the County has invited proposals through the Request for Proposals RFP #10088 for Window Cleaning (**\$10,000 or less per project**) in accordance with the specifications set forth in this AGREEMENT; and
- B. WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and
- C. WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, the County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

PERFORMANCE OF THE AGREEMENT

After consideration and evaluation of the CONTRACTOR'S proposal, the County hereby engages the CONTRACTOR to provide the services set forth in RFP #10088 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 0088. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

- RFP # 10088 April 11, 2008
- CONTRACTOR's Proposal dated May 5, 2008 including all attachments and exhibits, to RFP # 10088
- AGREEMENT
- Certificate of Insurance
- Additional Insured Endorsements

All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, General Requirements and General Provisions, CONTRACTOR's Proposal (with all attachments and exhibits), RFP # 10088, Certificate of Insurance, and Additional Insured Endorsements.

1.0 SCOPE OF SERVICE

All work shall be done on a work order basis as requested by the ordering County department.

- 1.1 CONTRACTOR agrees to conduct a thorough inspection and evaluate the conditions of the WINDOW CLEANING project.
- 1.2 CONTRACTOR agrees to furnish all supervision, labor, material, and equipment necessary to accomplish the requested WINDOW CLEANING service.
- 1.3 CONTRACTOR shall furnish all labor and equipment required to fulfill the AGREEMENT at no additional expense to the County.
- 1.4 CONTRACTOR agrees to use generally accepted and best professional WINDOW CLEANING standards and methods for all work.
- 1.5 WINDOW CLEANING Services include, but are not limited to;
 - Washing/cleaning internal and external windows leaving no dirt, streaks or spots.
 - Wiping screens, frames and sills on each window.
 - Ensure no pathways, walkways or traffic areas are obstructed during cleaning sessions.
 - CONTRACTOR shall instruct employees in the proper use of all equipment provided to them, and shall supervise the use of the equipment and safety devices to insure that safe working practices are observed.
 - All employees cleaning windows shall use safety devices and equipment as required herein.
 - Only employees who have been properly trained to handle such equipment shall be assigned to work from scaffolds or boatswain's chairs.
 - CONTRACTOR shall obtain a Scope of Work from requesting department for each job prior to work commencing.

2.0 LICENSING

- 2.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 2.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 2.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.

- 2.3.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.
- 2.3.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s). Exception: personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to the CONTRACTOR.
- 2.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of the AGREEMENT through and including June 30, 2010 with the option to extend the AGREEMENT for three (3) additional one (1) year periods.
- 3.2 The County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or with cause immediately.
- 3.3 CONTRACTOR must commence negotiations for rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 3.4 If the County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any rate and/or terms and conditions changes in writing.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under the AGREEMENT in accordance with ATTACHMENT A SCHEDULE OF RATES attached hereto.
- 4.2 Prices shall remain firm for the initial term of the AGREEMENT and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT. Total of this RFP not to exceed \$150,000.
- 4.3 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the AGREEMENT.
- 4.4 Invoice amounts shall be billed directly to the ordering department.
- 4.5 CONTRACTOR shall reference the AGREEMENT number and RFP # 10088 on all invoices submitted to the County. CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

6.0 INSURANCE

6.1 Evidence of Coverage:

Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the County's, Contracts/Purchasing Division, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

6.2 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

6.3 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability;

- 6.3.1 Commercial general liability insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 6.3.2 Business automobile liability insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.
- 6.3.3 Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.
- 6.3.4 Professional liability insurance: If required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.
- 6.4 Other Insurance Requirements:
All insurance required by this AGREEMENT shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.
- 6.5 Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied

by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

6.6 **Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.**

6.7 Prior to the execution of this AGREEMENT by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this AGREEMENT. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.

6.8 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

7.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for plumbing may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

8.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to the County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO THE COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing Division
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901-2439
Tel. No.: (831) 755-4990 FAX No.: (831) 755-4969

TO THE CONTRACTOR:

Company Name: _____
Contact Name: _____
Contact Title: _____
Address: _____
Tel. No. _____ FAX No. _____

ATTACHMENT A SCHEDULE OF RATES

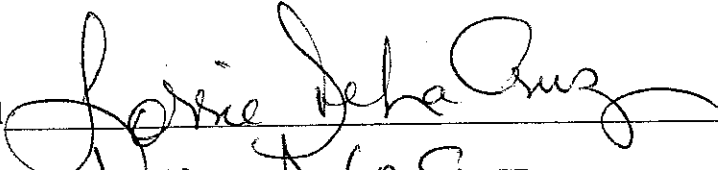
**WINDOW CLEANING Master Agreement
RFP #10088**

Company Name: ABM Sanitorial

Hourly Rate \$ 19.00
Supervisory Rate \$ N/A
Shift differentials \$ N/A
Discount % for Materials \$ N/A

Each job will require it's own job description and price quote. However, we expect the above rates to remain firm for the duration of the agreement.

Please include travel expenses (if any) in hourly rates.

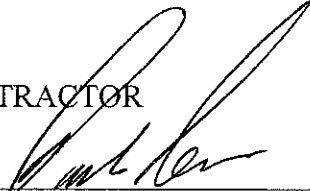
Signature of Authorized Individual 
Printed Name of Authorized Individual LORIE DeLaCruz
Date: 5/9/08

IN WITNESS WHEREOF, the County and CONTRACTOR execute this AGREEMENT as follows:

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or Vice-President

Dated: _____

Paul Cenni, Vice President

Printed Name and Title


Approved as to Fiscal Provisions:



Auditor/Controller

Dated: 10/29/08

Dated: 10/30/08

By: 

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

RISK MANAGEMENT
Approved as to Liability Provisions:
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

FAIAL ALGHAMDI

Printed Name and Title

Risk Management

Dated: 10/29/2008

By: Alycia Schumaker

Dated: 10-30-08

Approved as to Form:

Wynne Blankenship

Assistant County Counsel

Dated: 10/1/08

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.