

AGENDA ITEM

SUBJECT: Extension of Contract with American Building Services for Janitorial Services in City Buildings

AGENDA OF: June 28, 2012

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

- 1. Contract Addendum/Amendment
- 2. Exhibit K
- 3. Original Contract Documents, including Exhibits A through J referred to in narrative

DATE SUBMITTED: June 18, 2012

CLEARANCES:

- Legal PB
- Finance ph
- Marina N/A
- Parks, Recreation & Senior Services [Signature]
- Planning, Building & Public Works [Signature]
- Police NA
- Courts NA

APPROVED BY CITY MANAGER FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this item is to request City Council approval of an amendment to the existing American Building Services janitorial contract adding the Beach Park Auditorium and extending it for two additional years through December 31, 2014 at current rates now in effect.

Suggested Motion:

"I move to approve the Addendum/Amendment to the contract with American Building Services for janitorial services for City owned buildings extending it through December 31, 2014 at an estimated cost of \$115,000 per year, and additionally to authorize the City Manager to sign the Contract Addendum/Amendment substantially in the form as submitted."

Background:

Janitorial services are required to be purchased at prevailing wage rates under the State's bidding laws. In 2003, American Building Services (formerly EDS Janitorial Services) was selected through an RFP process to provide janitorial services for City buildings, pursuant to the requirements of Des Moines Resolution 753 that such services be purchased at the lowest possible price from a responsible vendor. The contract was executed on February 19, 2004 for one year with an option to extend.

The contract was further extended and/or amended six times since 2003 adding new facilities such as the Steven J. Underwood Restroom or additional services such as more frequent maintenance cleaning. Each time it was determined that it would be less expensive for the City than rebidding.

Discussion:

The contract was last extended through December 31, 2012 because of the considerable work to rebid the contract and a belief that City costs to enter into a new low bid contract would substantially increase. The City has been generally satisfied with the services performed, the company is reliable and their management responsive to City concerns, and we have had no major issues in working with them.

Staff could go through the RFP bidding process again which would take substantial time, staff resources that are working on several critical capital and other projects, and, in staff's opinion, result in a substantial cost increase. If a new contractor were to be selected at this time, there would be retraining of a new company, plus all the background checks of new employees, etc.

Financial Impact:

Staff estimates a significant cost increase if the contract is rebid. For FY 2010, the municipal contractual average custodial cost per square foot was \$0.74. The City's contractual cost is \$0.36 per square foot.

The cost of cleaning the Beach Park Auditorium (Exhibit K) will be paid for by Auditorium rental charges.

Recommendation/Conclusion:

Staff recommends that Council extend the contract through December 31, 2014, during which time staff will go through the bidding process to update and upgrade this service contract for 2015 and beyond.

Concurrence:

The Finance, Legal, Parks, and Planning, Building & Public Works Departments concur.

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to December 31, 2012.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2014.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as modified hereby, *[to include Exhibit K covering service specifications for the Des Moines Beach Park Auditorium at 22030-D Cliff Ave. S. attached hereto]* all terms and conditions of said contract remain in full force and effect. The rates will remain the same.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this _____ day of _____, 20____.

CITY OF DES MOINES

AMERICAN BUILDING SERVICES
(Previously known as EDS Janitorial Services)

By _____
Its _____
By Direction of the Des Moines City Council in Open Public Meeting on _____

By _____
Its _____

21630 11th Avenue So.
Des Moines, WA 98198

Dated _____

Dated _____

APPROVED AS TO FORM:

City Attorney



American Building Services, Inc.

PO Box 98591
Des Moines, WA 98198
206.878.6679 Tel
206.870.8763 Fax
www.janitorial-abs.com

April 11, 2012

Scott Romano
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

Scott:

Thank you for the opportunity to submit a proposal for on-call janitorial services for the Auditorium located at City of Des Moines Beach Park. I have attached a Service Specifications Schedule and a Cost Analysis, which includes the proposed price for providing the specified services; as well as an Agreement and Terms and Conditions for your review and approval.

Should you have any further questions, or need additional information, please do not hesitate to contact me. Thank you again for this opportunity and I look forward to hearing from you soon.

Sincerely,

American Building Services, Inc.

Eric Shoopman
Managing Partner



American Building Services, Inc.

SERVICE SPECIFICATIONS SCHEDULE

Areas to be serviced

Auditorium entrance, kitchenette, open meeting room, stage and two restrooms.

(NOTE: Electric auto scrubber will need to be purchased, stored and used to clean main auditorium floors. Floors can not be dust or wet mopped conventionally, as the coating on the floor is too rough.)

Service specifications - on-call service following facility rental:

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass(4), frames and handles. Clean large swing doors.

Trash Removal. Empty waste receptacles from all common and change liners as required from Owner's stock. Remove trash and place in designated containers.

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers.

Kitchenette. Empty waste receptacles, spot clean receptacles and walls around receptacles, insert new liners from Owner's stock. Remove and place trash in designated containers. Wipe down counters and sink with disinfectant solution.

Floor Service. Back pack vacuum floor, Machine scrub and rinse with auto scrubber. Dust mop and wet mop stage.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock.

Supplies. Report needed supplies to customer contact.



American Building Services, Inc.

COST ANALYSIS

On-call janitorial services following facility rental:

Following facility rental	\$75.00 per service
Following heavy facility rental Above normal facility use (heavy alcohol usage)	\$125.00 per service

**CONTRACT FOR JANITORIAL SERVICES
BETWEEN THE CITY OF DES MOINES AND EDS JANITORIAL SERVICES**

THIS CONTRACT is made and entered into this 11TH day of December 2003, by and between the CITY OF DES MOINES, a Washington Municipal Corporation (hereinafter the "City,") and EDS Janitorial Services, (hereinafter the "Contractor").

WHEREAS, the City seeks professional services of a skilled independent contractor capable of working without direct supervision, to provide building maintenance, and

WHEREAS, Contractor is willing to provide the building maintenance services as described in this Agreement; and

WHEREAS, the City has, in the proper manner and as required by law, requested and received bids from several qualified building maintenance contractors; and

WHEREAS, the Contractor has made the lowest qualified and acceptable bid;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed, and fulfilled by the parties, and other good and valuable consideration, it is mutually agreed as follows:

1. **Scope of Service.** The Contractor shall provide the services identified in the attachments labeled "Exhibit A through Exhibit F", which by this reference is incorporated herein and made part hereof. All work is to be done in accordance with the laws and ordinances of City of Des Moines, King County and the State of Washington.

2. **Contractor's Obligations.** All labor, materials, tools, software, equipment, utilities, services, and all other things necessary or required in the satisfactory performance of the work shall be furnished by the Contractor and the Contract shall be performed and completed under the supervision of and subject to the approval of the City or its authorized representatives.

3. **Compensation.** In consideration for the complete and faithful performance of the Contract, the City agrees to pay the Contractor \$5,435.00 per month plus WSST. In the event the City desires additional "services" other than those described in Exhibit "A through Exhibit F", Contractor agrees to perform such "services" at the hourly labor charge rate of \$22.00 or for an amount negotiated by the Parties, whichever is less, so long as the hourly rate is not less than the prevailing wage. The Contractor shall submit invoices in a timely manner, in a form as directed by the City's authorized representative(s), setting forth the name of Contractor's personnel performing such "services," and the hourly labor rate for such personnel, which shall not be less than the prevailing rate of wage pursuant to RCW 39.12. Contractor shall further submit a

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ATTACHMENT 3

"Statement of Intent to Pay Prevailing Wages" and an "Affidavit of Wages Paid" in compliance with RCW 39.12.040 and payment shall be made on a monthly basis, thirty (30) days after receipt of such statement, affidavit, voucher or invoice.

4. **Term.** The term of this Contract shall be one (1) year, from the date of execution. This Contract may be extended upon written agreement of both parties. Within 10 days of execution of this contract the City and Contractor will jointly establish and abide by a schedule under which the work and services described in this Contract will be performed and completed. It is the responsibility of both City and Contractor to maintain the schedule unless changes are agreed upon by both parties. This Contract may be terminated by the City on thirty (30) days notice for the Contractor's failure to perform the services outlined in the schedule.

5. **Performance Standards.**

a. **Quality of Work.** Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance.

b. **Criminal Records of Personnel.** This Contract requires performance of services by personnel capable of working without direct supervision in City facilities. Prior to performance of any services under this contract by any person, the Contractor shall provide the City with the name and date of birth of every person who will be working in City facilities. A criminal background check will be run by the Des Moines Police Department. No person who has been convicted of any misdemeanor, gross misdemeanor, or felony will be permitted to perform services under this contract without specific permission from the Chief of Police.

6. **Record Keeping.** All records or papers relating to the City and the project will be and remain the property of the City and shall be surrendered to the City upon demand. All information concerning the City and this Contract, which is not otherwise a matter of public record or required by law to be made public, is confidential and the Contractor will not, in whole or in part, now or at any time, disclose that information without the express written consent of the Des Moines City Attorney.

7. **Assignment.** This Contract may not be assigned or otherwise transferred by either party hereto.

8. **Modification.** No change, alteration, modification, or addition to this Contract will be effective unless it is in writing and properly signed by both parties.

9. **Independent Contractor.** The services provided by the Contractor under this Contract are provided as an independent Contractor. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties. Neither the Contractor

nor any employee of the Contractor shall be entitled to any benefits accorded City employees by virtue of the services provided under this Contract. The City will not be responsible for withholding or otherwise deducting federal income tax or social security payments, or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Contractor.

10. Indemnification/Hold Harmless. Contractor shall defend, indemnify and hold the City, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

11. Insurance and Bonding. The Contractor shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property and fidelity bonding against claims which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

a) Minimum Scope of Insurance and Bonding

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on the Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors personal injury and advertising injury. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage required by the Industrial Insurance laws of the state of Washington.
4. Fidelity Bonding, providing blanket coverage to the Contractor, its agents, representatives, and employees, by a bonding company licensed to do business in the State of Washington.

b) Minimum Amount of Insurance and Bonding

Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Fidelity Bonding shall be blanket coverage in the amount of \$10,000 for each employee, agent or representative.

c) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Contractor's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.
2. The Contractors Insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

d) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

e) Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

12. Dispute Resolution Procedures.

a) **Mediation/Arbitration.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties

agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

b) *Venue, Applicable Law and Personal Jurisdiction.* All questions related to this Contract shall be resolved under the laws of the State of Washington. In the event that either party deems it necessary to institute legal action arising from this Contract, such action shall be instituted in the King County Superior Court. The parties each consent to the personal jurisdiction of such court. Except as otherwise provided by law, it is expressly understood that neither party can institute any legal action against the other based on this Contract until the parties have exhausted the mediation and arbitration procedures required by the previous paragraph.

13. Notices. Any notice required to be given by the City to Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States MAIL, POSTAGE PREPAID, TO THE ADDRESS SET FORTH HEREIN. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

Bill Miller
Park & Recreation Department
City of Des Moines
2255 S. 220th
Des Moines, WA 98198

Notices to the Contractor shall be sent to the following:

Eric Shoopman
EDS Janitorial Services
P.O Box 98591
Des Moines, WA 98198

14. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

15. *Waiver.* The waiver by either party of any breach of any term, condition, or provision of the Contract shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Contract.

16. *Captions.* The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.

17. *Time of Essence.* Time is of the essence for each and all of the terms, covenants, and conditions of this Contract.

18. *Concurrent Originals.* This Contract may be signed in counterpart originals.

19. *Ratification and Confirmation.* Any acts consistent with the authority and prior to the effective date of this Contract are hereby ratified and confirmed.

IN WITNESS THEREOF, four (4) identical counterparts of this Contract, each of which shall be deemed an original thereof, have been duly executed by the parties herein named, on the day and year first above written.

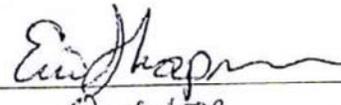
CITY OF DES MOINES

By 
Its CITY MANAGER

By Direction of the Des Moines City Council in Open Public Meeting on December 11th, 2003.

21630 11th Avenue So.
Des Moines, WA 98198

Dated 2/19/04

By 
Its OWNER

Dated 2-4-04

APPROVED AS TO FORM:


Richard S. Brown
Assistant City Attorney

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines City Hall and Community Development – 21630 11th Ave So.

Areas to be serviced

Office entrances, executive and administrative offices, conference rooms, kitchens, hallways, locker room and restrooms.

Service Specifications

Four nights per week (Monday, Tuesday, Wednesday, Friday):

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Lunchrooms. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

As of 9/20/04

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E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

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E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Founders Lodge - 22030 Cliff Ave. So.

Areas to be serviced

Entrances, executive and administrative offices, open common areas, hallway, kitchen/lunchroom and restrooms. 1st and 2nd floor.

Service Specifications

One day per week (Monday) Note: All daily and weekly services to be performed on Mondays.

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Kitchen. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks and tables and refrigerator. Clean microwave inside and out.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

As of 9/20/04

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E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

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EXHIBIT C

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Field House – 1000 So. 220th St

Areas to be serviced

1st Floor: Office and gym entrances, executive and administrative offices, common areas, hallway, gym floor.

Basement: Open common area, kitchen, hallways, and restrooms.

Service Specifications

Four nights per week: Main Gym floor (Sunday, Tuesday, Wednesday, Thursday)

One night per week basement open area, daycare and kitchen (Sunday)

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Dust mop gym floor. Spot mop gym floor. Wet mop gym floor completely two times per week. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

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As of 9/20/04

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Kitchen/Lunchroom. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

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EXHIBIT D

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Public Works & Engineering – 21650 11th Ave. So.

Areas to be serviced

1st Floor (upstairs): Office entrances, executive and administrative offices, common areas, hallway, kitchen/lunchroom and restrooms.

Basement (downstairs): Open common area, hallway, stairwell, offices, kitchen/lunchroom and restrooms.

Service Specifications

Two nights per week (Sunday, Wednesday) upstairs

One time per week (Sunday) downstairs Note: All daily and weekly services will be performed downstairs on Sunday.

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Kitchen/Lunchroom. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

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E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

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EXHIBIT E

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Police Dept.

Areas to be serviced

Entrance, administrative offices, conference room, lunch room, holding areas, hallways, gym area, restrooms and locker room.

Service Specifications

Three days per week (Monday, Wednesday, Friday):

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles.

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Dusting. Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms and Locker rooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Lunchroom. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean inside and outside of microwave.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

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E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Dusting. Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

Monthly Cleaning Services:

Dusting. Dust high moldings, doorframes and window casings. Dust window blinds.

Floor Service. Vacuum edges of carpets and baseboards.

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EXHIBIT F

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Parks and Public Works Building – 2255 So. 223rd St

Areas to be serviced

Office entrance, executive and administrative offices, large conference room, kitchen, hallways, locker room and restrooms.

Service Specifications

Three nights per week (Monday, Wednesday, Friday):

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Lunchroom/Kitchen. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

COPY

As of 9/20/07

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

COPY

City of Des Moines

DEPARTMENT OF PUBLIC WORKS
21650 11TH AVENUE SOUTH
DES MOINES, WASHINGTON 98198-6317
(206) 870-6522 www.desmoineswa.gov FAX (206) 870-6596



July 20, 2006

Mr. Eric Shoopman, Owner
American Building Services
PO Box 98591
Des Moines WA 98198

RE: Extension of Custodial Contract

Dear Eric:

This letter is to request extension of your company's custodial contract for janitorial services between the City of Des Moines, Washington and American building Services.

All contract conditions and agreements will remain the same as in the original contract. This extension of contract will be in effect from August 15, 2006, to August 15, 2007.

Your business relationship, professionalism and service to the City of Des Moines are appreciated.

Please sign and return the original letter.

Sincerely,

Frank Olson
Public Works and Park
Maintenance Superintendent

APPROVED:

Anthony A. Piasecki
City Manager

7/26/06
Date

Eric Shoopman
Owner

7/21/06
Date

COPY

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CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor").

Pursuant to paragraph 4 of the December 11, 2003 contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended through August 15, 2007.

Pursuant to paragraph 8 of the December 11, 2003 contract, said contract is hereby modified as follows:

1. The name of EDS Janitorial has been changed to American Building Services, with the same ownership.
2. **Scope of Service.** Contractor shall provide services for the Des Moines Senior Activity Center as provided in Exhibit G attached hereto.
3. Monthly compensation for custodial services has increased from the original \$5,435.00 per month to \$6,095.00 per month, due to increased level of services for the Des Moines Field House.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as hereby modified, all terms and conditions of said contract remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 15th day of September, 2006, *nunc pro tunc* February 20, 2005.

CITY OF DES MOINES

By [Signature]
Its City Manager
By Direction of the Des Moines City
Council in Open Public Meeting on
September 14, 2006

21630 11th Avenue So.
Des Moines, WA 98198

Dated Sept. 15, 2006

AMERICAN BUILDING SERVICES
(Previously known as EDS Janitorial Services)

By American Building Services
Its [Signature]

Dated 9-15-06

APPROVED AS TO FORM:

[Signature]
City Attorney

COPY

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Seniors Activities Center - 2045 So. 216th St

Areas to be serviced

Entrances, executive and administrative offices, open common areas, hallway, kitchen/lunchroom and restrooms.

Service Specifications

Five nights per week (Sunday, Monday, Tuesday, Wednesday, Thursday)

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Kitchen. Empty waste receptacles and spot clean, insert new liners from Owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks and tables and refrigerator. Clean microwave inside and out.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap, and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

COPY

E.D.S. JANITORIAL SERVICES

SERVICE SPECIFICATION SCHEDULE - PAGE TWO

Weekly Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Monthly Cleaning Services:

Floor Service. Vacuum edges of carpets and baseboards.

Recommended services not in contract

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Dusting (daily). Dust and spot clean fingerprints from desks and tables when cleared of paperwork.

Dusting (weekly). Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

Dusting. Dust high moldings, doorframes and window casings. Dust window blinds.

COPY

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor").

Pursuant to paragraph 4 of the December 11, 2003 contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended through December 31, 2007.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as hereby modified, all terms and conditions of said contract remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 26th day of September, 2007.

CITY OF DES MOINES

AMERICAN BUILDING SERVICES
(Previously known as EDS Janitorial Services)

By  _____
Its City Manager

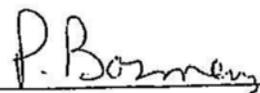
By  _____
Its President

21630 11th Avenue So.
Des Moines, WA 98198

Dated 9/18/07

Dated 9-26-07

APPROVED AS TO FORM:

 _____
City Attorney

COPY

COPY

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to August 15, 2007.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2008.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as modified hereby, [to include Exhibit H covering service specifications for the Des Moines Police Redondo Substation at 27041 Pacific Highway S. and Exhibit I covering service specifications for the Steven J. Underwood Memorial Park restroom facilities at 21800 20th Avenue S.] all terms and conditions of said contract remain in full force and effect. The rates for these two new services are spelled out at the bottom of the two Appendices (H and I).

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 14th day of Dec, 2007, nunc pro tunc November 13, 2007

CITY OF DES MOINES

By [Signature]
Its City Manager
By Direction of the Des Moines City Council in Open Public Meeting on DECEMBER 13, 2007

21630 11th Avenue So.
Des Moines, WA 98198

Dated 12/14/07

APPROVED AS TO FORM:

[Signature]
City Attorney

AMERICAN BUILDING SERVICES
(Previously known as EDS Janitorial Services)

By [Signature]
Its owner

P.O. Box 98591
DES MOINES WA 98198

Dated 12/14/07

JANITORIAL SERVICES**SERVICE SPECIFICATIONS SCHEDULE****Building to be serviced**

Des Moines Police Department Redondo (Substation - 27041 Pacific Highway South)

Areas to be serviced

Entrance, administrative offices, conference room, lunch room, holding areas, hallways, gym area, restrooms and locker room.

Service Specifications

One day per week: (No preference as to which day)

Entrance Areas. Police entrance area to remove litter. Clean entrance door glass, frames and handles.

Trash Removal. Empty waste receptacles and change liners as required from Owner's stock. Remove trash and place in designated containers.

Dusting. Dust and spot clean fingerprints from desks and tables when cleared of paperwork..

Spot Cleaning. Spot clean handprints and spillage from doors, walls, and switch plate covers and partition glass where accessible.

Lunchroom. Empty waste receptacles and spot clean, insert new liners from owner's stock. Remove and place trash in designated containers. Vacuum or dust mop and wet mop floors. Wipe down counters, sinks, tables and chairs and refrigerator. Clean microwave inside and out.

Floor Service. Dust mop or vacuum main entrance area, common areas and main traffic areas completely. Spot mop spillage from floors and spot clean spillage from carpets as needed.

Restrooms/Locker Rooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, and chrome fixtures. Clean restroom mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill restroom dispensers from Owner's stock. This includes towels, toilet tissue, soap and feminine hygiene products where applicable. Empty waste receptacles and replace liners from Owner's stock. Spot clean receptacles.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

WEEKLY Cleaning Services:

Floor Service. Dust mop and wet mop all hard surface floors and vacuum all carpeting completely.

Dusting. Dust filing cabinets, computers and damp wipe desks cleared of papers (do not disturb company papers). Dust tops of partitions, ledges and windowsills in office areas and remove cobwebs.

Telephones. Clean and sanitize telephones weekly.

MONTHLY Cleaning Services:

Floor Service: Vacuum edges of carpets and baseboards.

Dusting: Dust high moldings, doorframes and window casings. Dust window blinds.

Amendment for existing contract to include this new limited service as listed in this paragraph below the dotted line (above dotted line will be in the contract when rebid):

The price for the new South Substation is going to be \$185 per month for one day per week cleaning (similar to main station).

JANITORIAL SERVICES

SERVICE SPECIFICATIONS SCHEDULE

Building to be serviced

Des Moines Steven J. Underwood Memorial Park Restroom – 21800 20th Avenue South

Areas to be serviced

Public Restrooms

Service Specifications

Seasonal: (March thru October – daily 7 days/week) - unless notified otherwise; the City will not be charged for cancelled services.

Suggest once monthly November thru February (4 mos.) to prevent any buildup.

Floor Service. Wash, scrub, mop floors as needed to remove dirt, mud and field debris.

Restrooms. Clean and disinfect all washbasins, fixtures, toilets, toilet seats, urinals, restroom dispensers, sink fixtures, and mirrors. Spot wash restroom walls and partitions. Sweep and wet mop floors with disinfectant solution. Refill toilet paper dispensers from Owner's stock. Clean baby changing stations as needed.

Supplies. Report needed supplies to customer contact.

Log Book. Check and respond to requests in communication logbook.

Amendment for existing contract to include this new limited service as listed in this paragraph below the dotted line (above dotted line will be in the contract when rebid):

\$22 per service event: This will include wall spotting. Clean and disinfect all restroom fixtures, restock TP and sweep and wet mop all concrete floors.

8 mos x 7 days/wk x 4 weeks/mo = 224 services
4 mos x 1 day/month = 4 services
228 services @ \$22/service = \$5,016/year or \$418/mo

Note: Service events may be cancelled at any time by the City due to weather conditions. The City will not be charged for cancelled services.

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to December 31, 2008.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2009.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as modified hereby, [to include Exhibit "J" covering service specifications for the "MAINTENANCE" cleaning of various restroom and kitchen facilities throughout the City] all terms and conditions of said contract remain in full force and effect. The rates for these new services are shown at the bottom of the attached Exhibit (J).

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 12th day of Dec, 2008.

CITY OF DES MOINES

AMERICAN BUILDING SERVICES

(Previously known as EDS Janitorial Services)

By [Signature]
Its City Manager
By Direction of the Des Moines City Council in Open Public Meeting on DECEMBER 11, 2008

By [Signature]
Its PRESIDENT

21630 11th Avenue So.
Des Moines, WA 98198

P.O. Box 98591
DES MOINES WA 98198

Dated 12/12/08

Dated 12/12/08

APPROVED AS TO FORM:

[Signature]
City Attorney

COPY

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CUSTODIAL CONTRACT EXHIBIT "J"

Restrooms in need of "MAINTENANCE" cleaning every three months:

- Suite A (Men and Women)
- Suite C (Public Restrooms for Men and Women)
- Suite D (Men and Women)
- Engineering Upstairs (Men and Women)
- Engineering Downstairs (Both Restrooms including shower)
- Field House Upstairs
- Field House Downstairs (Men and Women including shower)

For the purposes of this Exhibit, "MAINTENANCE" cleaning means:

- Machine scrubbing and disinfecting all floor surfaces
- Scrubbing and disinfecting wall surfaces and toilet stall partitions
- Scrubbing and disinfecting all toilets, sinks, urinals, and other restroom fixtures (including de-scaling)

Kitchen areas in need of "MAINTENANCE" cleaning every three months:

- Suite A
- Suite D
- Engineering (Upstairs and Downstairs)
- Public Works Service Center

For the purposes of this Exhibit, "MAINTENANCE" cleaning means:

- Machine scrubbing and disinfecting all floor surfaces
- Scrubbing and disinfecting all table and counter surfaces
- Scrubbing and disinfecting all sinks
- Scrubbing and cleaning all microwave interior surfaces

Total annual cost to the City for Exhibit "J" services is: \$4,560.00

COPY

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to December 31, 2009.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended through December 31, 2011.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as modified hereby, all terms and conditions of said contract remain in full force and effect.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 9th day of July, 2009.

CITY OF DES MOINES

AMERICAN BUILDING SERVICES
(Previously known as EDS Janitorial Services)

By [Signature]
Its City Manager
By Direction of the Des Moines City Council in Open Public Meeting on JUNE 25, 2009

By [Signature]
Its PRESIDENT
AMERICAN BUILDING SERVICES

21630 11th Avenue S
Des Moines WA 98198

P.O. Box 98598
DES MOINES WA 98198

Dated 7/9/09

Dated 7/8/09

APPROVED AS TO FORM:

[Signature]
Asst City Attorney

COPY

CONTRACT ADDENDUM/AMENDMENT

This is an addendum/amendment to that contract dated December 11, 2003 between the CITY OF DES MOINES ("the City") and AMERICAN BUILDING SERVICES, previously known as EDS JANITORIAL SERVICES, ("the Contractor") which was extended to December 31, 2011.

Pursuant to paragraph 4 of said contract, which provides that the term of the contract may be extended upon written agreement of both parties, the term of the contract is extended until December 31, 2012.

Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Except as modified previously, all terms and conditions of said contract remain in full force and effect. The rates will remain the same.

IN WITNESS WHEREOF, four (4) identical counterparts of this Contract Addendum/Amendment, each of which shall be deemed an original, have been executed by the parties this 16TH day of AUGUST, 2011.

CITY OF DES MOINES

AMERICAN BUILDING SERVICES
(Previously known as EDS Janitorial Services)

By [Signature]
Its City Manager
By Direction of the Des Moines City Council in Open Public Meeting on AUGUST 11, 2011

By [Signature]
Its PRESIDENT

21630 11th Avenue So.
Des Moines, WA 98198

P.O. Box 98591
DES MOINES, WA 98198

Dated 8/16/11

Dated 8/16/11

APPROVED AS TO FORM:

[Signature]
City Attorney

COPY