



Janitorial Service Agreement

This Agreement is made Jan 30, 2014, between ABM Janitorial Services – South Central, Inc. (“Contractor”) and Harris County Housing Authority (“Client”).

1. **Services.** Contractor will provide janitorial and related services to Client or its agent at the following location(s): 8933 Interchange Drive Houston, TX 77054

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 one (1) year(s), commencing Feb 1, 2014 and ~~shall continue thereafter for successive periods of twelve months.~~ May be extended for one twelve month period.

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 or client 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 Pursuant to attached Pricing Summary (plus applicable taxes) per month for the services. Payment shall be due within 20 days from the earlier of the date of invoice or the last day of each month for which services were performed. A late charge of the lesser of (a) 1.5% per month or (b) the maximum rate permitted by law, shall be paid by Client to Contractor on any past due payment not received within 15 days after the payment due date. If Client's account is referred to an agency or attorney for collection, Client shall reimburse Contractor for its attorneys' fees and collection costs. The price is based upon the service area and frequency of services in the attached specifications. If there is any change in either, Client and Contractor agree to negotiate a reasonable price adjustment.

5. **Adjustments for Wages and Fringe Benefits.** The 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 Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and 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, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or caused 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 to the extent permitted by law 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 to the extent permitted by law. 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:

Harris County Housing Authority
8933 Interchange Drive
Houston, TX 77054

to Contractor at:

ABM Janitorial Services-South Central, Inc.
3800 Buffalo Speedway, Ste 325
Houston, Texas 77098

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.

Harris County Housing Authority

By Tom McCasland 1/30/14

Name Tom McCasland

Title CEO

ABM Janitorial Services-South Central, Inc.

By Eric Smith

Name Eric Smith

Title Branch Manager

