



## Service Agreement

- Janitorial/Custodial Services
- Day Porter Service
- Ambassador Service
- Parking
- Transportation
- Facilities Engineering
- HVAC/Mechanical
- EV Charging Stations
- Other



## SERVICE AGREEMENT

This Service Agreement (the "Agreement") is made October 6, 2025, between **ABM Education Services, LLC** ("ABM"), and **Caldwell School District** ("Client").

**1. Services.** ABM will provide services to Client or its agent at the location(s) listed on the attached Exhibit A and according to the specifications in Exhibit B (the "Services"). ABM 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 commencing **November 1, 2025 – October 31, 2026**, and shall continue thereafter for successive periods of twelve months, subject to any termination pursuant to the terms and conditions of this Agreement.

**3. Termination.** If Client is dissatisfied with the quality of the Services, Client may inform ABM in writing of the specific areas of dissatisfaction, and if ABM shall fail to substantially correct the deficiencies within 30 days, Client may then terminate this Agreement by thirty (30) days' written notice to ABM. Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party, and ABM may terminate services at any time without notice for nonpayment. All property and equipment furnished by ABM under this Agreement shall remain its property. Upon the termination of this Agreement, ABM shall have a reasonable time to remove its property and equipment from Client's premises.

**4. Price.** Client agrees to pay ABM monthly for the Services in accordance with the schedule attached as Exhibit C. If Client requires issuance of a Purchase Order Number ("PO") in order for ABM to submit an invoice, Client shall provide ABM with a PO promptly upon Contract execution and shall provide ABM thirty (30) days written notice in advance of any change or update to an existing PO. Any PO issued by Client shall note the location listed above and all new, updated and PO renewals must be sent to [PO\\_Update@abm.com](mailto:PO_Update@abm.com) and the local ABM point of contact. Invoices shall be distributed by ABM in PDF format via an automated email process unless other arrangements are agreed to in writing by the parties. All third-party fees for billing and invoice processing shall be the responsibility of Client, and shall be billed by ABM to Client as third-party fees are incurred. Payment shall be due within thirty (30) days from the earlier of the date of invoice or the last day of each month for which the 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 ABM on any past due payment not received within fifteen (15) days after the payment due date. If Client's account is referred to an agency or attorney for collection, Client shall reimburse ABM for its attorneys' fees and collection costs. The price is based upon the service area and frequency of the Services in the attached specifications. If there is any change in either, Client and ABM agree to negotiate a reasonable price adjustment. Given the potential for phishing schemes and as an additional security precaution, any requests attempt to change ABM's payment/banking information should be confirmed directly with ABM verbally and in writing before enacting any changes to the payment/bank information previously provided by ABM.

**5. Price Adjustments.** The attached price schedule is based on present wages and fringe benefits. The parties agree that the Price shall be adjusted due to factors beyond its reasonable control, including but not limited to increases to local, state and/or federal government mandated wage/health and welfare increases; union mandated wage/health and welfare increases and associated payroll costs where applicable; payroll taxes; union pension increases where applicable; subcontracting costs, material costs, or other supply and insurance and cost changes including, without limitation, increases resulting from insufficient labor supply in certain affected markets as of the date incurred. If wage/benefit adjustments above those in effect on the execution date of this Agreement are necessary Client agrees to a proportionate increase in the Price, payable retroactively when applicable. ABM 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. Adjustments for CPI.** At the end of each twelve (12) month period during the Term of this Agreement, the price shall be increased by the greater of: (a) three percent (3%), or (b) a percentage equal to the percentage

increase in the Consumer Price Index for All Urban Consumers (CPI-U) during the twelve (12) month period immediately prior to the first day of the then current annual period.

**7. Extraordinary Cost Changes.** If any extraordinary event affects ABM's costs, upon notice to Client the parties agree to negotiate a reasonable Price adjustment. Such events shall include armed hostilities, riots, strikes, picketing, boycott, acts of God, national financial or economic disturbances, epidemics, pandemics, quarantine or government mandated shutdown, generalized lack of availability of supplies, and other events not reasonably foreseeable or against which ABM reasonably cannot protect itself.

**8. Equipment.** In event that this Agreement is cancelled or terminated prior to the expiration of its then current term, Client shall pay ABM within thirty (30) days after such cancellation or termination for any unamortized costs of any equipment purchased by ABM for use at the Client's locations. The amortization period shall be based on the date that the equipment was put into service.

**9. Holidays.** ABM is not obligated to perform Services on the following holidays: New Years' Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday After Thanksgiving, and Christmas Day. Services on these holidays, when requested, shall be charged on an over-time basis. Further, if such holiday is on the sixth or seventh day of the work week, there shall be an additional charge of a full day at straight time if wages are required to be paid for that day.

**10. Indemnification.** ABM 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") but only to the extent Claims are caused by the negligence, misconduct, or other fault of ABM, its subcontractors, agents, and employees, and which arise out of Services performed under this Agreement. The foregoing provision shall only benefit Client if Client notifies ABM in writing of such Claim within five (5) days of same being reported to Client or its representative. Notwithstanding the foregoing, if ABM is required by Client to clean or wax floors when being used by employees, customers, tenants, or visitors, ABM shall not be responsible for any Claim in connection therewith. ABM shall not be liable for delay, loss, or damage caused by warfare, riots, strikes, boycotts, criminal acts, acts or omissions of others, fire, water damage, natural calamity, or causes beyond ABM's reasonable control. ABM shall not be liable for disposal of documents or valuable items left on floors, and Client shall indemnify and hold harmless ABM from Claims for such disposal. Client agrees to keep its facilities in a safe condition and in conformance with federal, state, and local laws, ordinances and regulations. Client shall indemnify, defend and hold harmless ABM from Claims to ABM's employees and others resulting from the condition of Client's premises or equipment, but only to the extent same are not caused by ABM's fault.

**11. Warranties.** ABM DOES NOT REPRESENT OR WARRANT THAT USING THE SERVICES HEREIN OR THAT ANY CLEANING OR DISINFECTING PROCESSES WILL ELIMINATE THE PRESENCE OR RISKS OF SPREADING INFECTIOUS DISEASE AND VIRUSES. ALL SERVICES ARE PROVIDED AS IS, WHERE IS, AND FOR COMMERCIAL USE ONLY WITHOUT ANY REPRESENTATION OR WARRANTY OF EFFECTIVENESS OR SUCCESS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. ABM EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CLIENT'S USE OF THE SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. ABM ALSO EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES MADE BY THE MANUFACTURERS OR DISTRIBUTORS OF ANY CLEANING PRODUCTS OR EQUIPMENT USED BY ABM TO PERFORM THE SERVICES. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES AND SELECTED CLEANING PRODUCTS AND EQUIPMENT ARE SUFFICIENT FOR CLIENT'S DESIRED PURPOSES.

**12. Insurance and Taxes.** ABM agrees to maintain in full force and effect during the term of this Agreement the following insurance coverage for the work performed for Client under this Agreement:

- a. Commercial General Liability insurance with limits for bodily injury and property damage of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate;

- b. Commercial Automobile Liability insurance with limits of liability for bodily injury and property damage of not less than \$1,000,000 per occurrence; and
- c. Workers Compensation insurance with statutory limits and with an Employers Liability Coverage of at least \$500,000.
- d. Sexual Misconduct & Molestation Liability insurance with limits of \$3,000,000 per victim.
- e. Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, Commercial Automobile Liability, and Sexual Misconduct & Molestation Liability of not less than \$5,000,000 per occurrence, \$5,000,000 general aggregate.

ABM has the right to be self-insured where permitted by state law or to provide such coverage subject to a deductible or self-insured retention. ABM will provide Client with a certificate of insurance describing the coverage provided in accordance with these provisions and include Client as an additional insured. ABM, Client, and their insurers shall waive all rights of subrogation against one another for property damage claims. ABM shall be responsible for paying all payroll-based taxes affecting its employees. Client agrees to pay for any sales and use taxes as well as increases in any taxes, workers' compensation, liability insurance, and other similar expenses of ABM.

**13. Independent Contractor.** ABM is an independent contractor and all persons employed to furnish the Services hereunder are employees of ABM and not of Client. The employees performing the Services for ABM will be employees of ABM, and ABM will pay for all wages, expenses, federal, and state payroll taxes and any similar tax relating to such employees; and will provide uniforms in accordance with ABM's established standards.

**14. Employees.** Upon written request by Client, ABM 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 applicable laws and collective bargaining agreements. ABM shall supervise its employees through ABM's designated personnel. In the event Client assumes any supervisory duties toward the ABM's employees or directs their acts or services, Client shall assume responsibility and shall indemnify, defend, and hold ABM harmless from loss, liability, or expense arising therefrom.

**15. Use.** Client consents to ABM's use of Client's name, trademark, and/or logo in promotional materials, publicity releases, advertising, or any other similar publications or communications.

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

to Client at:  
 Caldwell School District  
 1502 Fillmore Street  
 Caldwell, ID 83605  
 ATTN: Superintendent  
President of Operations

to ABM at:  
 ABM Education Services, LLC  
 8076 East Executive Drive  
 Nampa, ID 83687  
 ATTN: Logan Cox, Regional Director of Operations

With a copy to:  
[LegalNotice@abm.com](mailto:LegalNotice@abm.com)  
 Attn: Deputy General Counsel, Education

**17. Facilities at Client Location.** If required to enable ABM to carry out the Services, Client will at its own expense provide at the Client's location(s) for ABM its employees, subcontractors, and agents: (a) such complete and uninterrupted access as ABM may reasonably require at the times set out in an attached Schedule; (b) all necessary utility services; (c) storage space that provides safe custody of ABM's supplies and equipment; and (d) such other facilities as ABM may reasonably need to perform the Services.

**18. Keys.** ABM 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, ABM shall not be responsible for any damages including, without limitation, any costs incurred in re-keying or changing locks caused by the loss or theft of such key(s).

**19. Force Majeure.** Neither party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine or government mandated shutdown, civil commotion, breakdown of communication facilities, natural catastrophes, strikes, fire, explosion, generalized lack of availability of supplies. For the avoidance of doubt, Force Majeure shall not include a party's financial inability to perform its obligations hereunder. The party affected by Force Majeure must provide prompt written notice (in no event more than two (2) business days) to the other party upon the onset of the Force Majeure event, and such notice shall describe the event in detail with a reasonable approximation of the expected duration of the event's effect on the party.

**20. 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.

**21. General Provisions.** This Agreement shall be interpreted so that all of the provisions herein are given as full effect as possible. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

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

**CALDWELL SCHOOL DISTRICT**

**ABM EDUCATION SERVICES, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Service Locations**

Caldwell High School  
3401 S. Indiana Avenue  
Caldwell, ID 83605  
231,700 Sq ft

## **Exhibit B**

### **Scope of Services**

#### **Night Custodial Services**

##### **Offices**

###### **Daily:**

- Empty trash cans/replace liners
- Dust all furniture including desks, chairs, tables
- Clean and sanitize drinking fountains and sinks restock supplies
- Dust telephones
- Spot clean desks
- Spot clean to hand height
- Dust mop VCT floors
- Spot mop VCT floors
- Spot clean carpets
- Vacuum carpets and mats

###### **Weekly:**

- Low dust up to hand height
- Clean entire glass door and partition glass
- Clean baseboards
- Clean window ledges
- Remove fingerprints from areas

###### **Monthly:**

- Dust Blinds
- Remove dust and webs from ceiling

###### **Annually:**

- High dust above hand height
- High Dust window ledges, clean air vents and light fixtures (Summer)

#### **Classrooms/Multi-Purpose Areas**

##### **Daily:**

- Empty trash cans/replace liners
- Spot clean desks
- Spot clean windows
- Dust mop VCT floors
- Spot mop VCT floors
- Clean white boards and trays (unless asked by teacher not to)
- Spot clean carpets
- Spot clean walls and doors

**Weekly:**

- Clean and sanitize drinking fountains and restock supplies
- Low dust up to hand height
- Clean window ledges
- Clean baseboards
- Remove fingerprints from areas
- Clean and sanitize lockers
- Vacuum carpets and mats; Teachers shall have students pick up pencils and big objects in classrooms to make it easier to vacuum carpet/sweep floors. This gives custodians more time to disinfect touch points and create a cleaner environment in class.

**Monthly:**

- Dust Blinds and air vents
- Dust Blinds and air vents
- Remove dust and cobwebs from ceiling

**Annually:**

- High dust above hand height
- High dust above hand height

**Restrooms/Dressing Rooms****Daily:**

- Clean, sanitize and polish all fixtures including toilet bowls urinals and sinks
- Clean and sanitize partition walls, doors and door latches
- Clean and sanitize toilet seats
- Clean and polish glass, mirrors and chrome fittings
- Clean and sanitize walls and doors
- Empty trash cans and replace liners
- Clean and sanitize female receptacle containers
- Re-supply toilet paper and paper towel rolls
- Sweep and mop floor with germicidal disinfectant
- Remove fingerprints and graffiti

**Weekly:**

- Low dust up to hand height

**Monthly:**

- Clean and sanitize lockers

**As Needed:**

- Replace hand soap

**Gymnasiums & Multi-Purpose Areas****Daily:**

- Empty trash cans and replace liners
- Remove debris from seating areas
- Clean and sanitize drinking fountains, sinks, restock supplies
- Dust/spot clean hard floors or vacuum carpets/mats
- Spot clean walls and doors
- Secure windows and doors

**Weekly:**

- Dust all furniture including desks, chairs, tables
- Low dust up to hand height
- Clean glass doors/partition glass inside and out
- Wet mop hard floors
- Chalk/marker board cleaned

**Monthly and As Needed:**

- Clean floors/walls with sanitizing solution

**Before and After Events:**

- School sponsored event cleaning

**Library & Media Center****Daily:**

- Empty trash cans and replace liners
- Dust all furniture including desks, chairs, tables
- Clean and sanitize drinking fountains/sinks
- Dust telephones
- Dust interior window ledges
- Spot clean desktops
- Spot mop composition floors
- Spot clean carpets
- Spot clean to hand height

**Weekly:**

- Low dust up to hand height
- Dust all bookshelves
- Spot clean glass windows and partition glass
- Clean baseboards
- Clean window ledges
- Vacuum carpets and mats; Teachers shall have students pick up pencils and big objects in classrooms to make it easier to vacuum carpet/sweep floors. This gives custodians more time to disinfect touch points and create a cleaner environment in class.

**Monthly:**

- Dust blinds

**Lounge and Break Rooms****Daily:**

- Empty trash cans and replace liners
- Dust all furniture including desks, chairs, tables
- Clean and sanitize drinking fountains/sinks restock supplies
- Dust telephones
- Dust interior window ledges
- Spot clean desktops
- Spot clean windows and glass partitions
- Dust mop/Spot mop composition floors
- Spot clean carpets
- Spot clean to hand height

**Weekly:**

- Low dust up to hand height
- Dust bookshelves
- Clean entire glass doors and partitions glass
- Damp clean baseboards
- Clean window ledges
- Remove fingerprints
- Vacuum carpets and mats

**Monthly:**

- Dust blinds
- Remove dust and cobwebs from ceiling

**Cafeterias****Daily:**

- Empty trashcans/replace liners
- Dust mop, sweep floors
- Clean and sanitize water fountains/sinks
- Damp mop floors
- Wipe tables with (kitchen sanitizing solution)
- Disinfect doors and door pulls
- Remove fingerprints
- Stack chairs as needed/requested
- Arrange chairs/tables for next day
- Spot clean up to hand height

**Weekly:**

- Dust interior window ledges
- Vacuum carpet mats

**Monthly:**

- Low dust up to hand height
- Dust and clean blinds/air vents
- Spray buff all composition floors
- Clean baseboards
- Clean window ledges
- Burnish VCT

**Common Areas/Entry areas****Daily:**

- Spot clean glass partitions and doors
- Clean and sanitize drinking fountains
- Spot mop/Dust mop composition floors
- Spot clean carpets
- Remove gum
- Remove fingerprints from touch points

**Twice per Week and As Needed:**

- Spray buff composition floors

**Weekly:**

- Low dust up to hand height
- Dust interior window ledges
- Clean baseboards
- Clean window ledges
- Dust locker tops
- Burnish hard surface floors
- Vacuum carpets/mats

**Monthly:**

- Remove dust and cobwebs from ceiling
- Dust trophies and shelves in case

**Monthly and As Needed:**

- Clean windows in trophy case

**Exterior, Stadium & Misc.****Daily:**

- Maintain janitor closet in neat & orderly fashion
- Clean and inspect equipment
- Observe building security and lighting procedures
- Notify building contact of any irregularities or equipment malfunctions
- Remove and treat insect nests/webs on and around buildings
- Sweep entranceways/clean glass and vacuum mats
- Ensure that dumpsters, compactors, gates or top bar are locked
- Secure all exterior doors and windows
- Set building alarm at the end of each workday

**Event Support and Setup**

- Setup and take down tables, chairs, stages, and equipment from school events, meetings, and functions
- Ensure event areas are clean safe, and ready before events begin.
- Remain available during events to address spills, cleanup or other facility-related needs
- Secure areas after events, including locking doors, turning off lights, and ensuring the area is thoroughly clean and ready for the next day.
- At events end make sure all bathrooms used are cleaned, restocked with paper towels, toilet paper and soap.
- Report any damages or excessive use of supplies.

**Security and Safety**

- Perform routine security checks of buildings and grounds.
- Ensure all doors and windows are locked at the end of shift.
- Report suspicious activity, vandalism, or safety hazards to supervisors or appropriate personnel.
- Respond to alarms or emergency maintenance situations as needed. Contact the head custodian or school representative immediately.
- Ensure the building is empty at the end of each night and set the alarm.
- Come prepared with their own or company provided PPE.
- Ability to work independently adhering to all safety protocols.

### **Facility Maintenance**

- Perform light maintenance tasks (assist in tasks such as changing bulbs, minor repairs, unclogging drains).
- Identify and report maintenance issues in writing that require attention from skilled trades.
- Assist with snow/ice removal or weather-related preparation as directed by the head custodian. (Night custodians are expected to come in the morning to assist, if directed, and then return to work their shortened shift not to exceed their 8 hour work day).

### **Communication and Collaboration**

- Coordinate with school staff and event organizers to meet facility needs.
- Report completed tasks, issues, and incidents in daily logs or digital systems.
- Follow school district policies and procedures related to safety, conduct and operations.
- Be flexible to assist to cover other areas than your own assigned areas if directed.

### **The Client is responsible for ALL Equipment and Supplies.**

**This scope reflects 260 work days per year, a Monday-Friday work week. Any services requested beyond 260 or on Saturday/Sunday will be billed back to district at an additional charge. This work must be approved in advance from the client and requested in writing.**

## **Exhibit C**

### **Pricing and Payment of Schedule**

Pricing effective November 1, 2025 – October 31, 2026

Annual Cost: \$288,303.00

Monthly Cost: \$24,025.25