



RESOLUTION 2026-43

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ABM INDUSTRY GROUP FOR CLEANING SERVICES AT THE MUNICIPAL BUILDING AND THE ADVENTURE PARK ADMINISTRATIVE OFFICES.

WHEREAS, the City issued a Request for Proposals for professional cleaning services at the Municipal Building and the Adventure Park administrative offices; and

WHEREAS, the proposals received were reviewed through the evaluation and selection process established in the Request for Proposals, and ABM Industry Group was determined to be the preferred service provider; and

WHEREAS, ABM Industry Group submitted a proposal to provide the requested professional cleaning services in the amount of \$51,069; and

WHEREAS, Staff finds that entering into an agreement with ABM Industry Group is in the best interest of the City and will support a clean, safe, and professional environment for employees and visitors; and

WHEREAS, Council desires to authorize the City Manager to execute the agreement on behalf of the City.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF POWELL, COUNTY OF DELAWARE, STATE OF OHIO AS FOLLOWS:

Section 1: City Council finds and determines that it is in the best interest of the City to accept the proposal submitted by ABM Industry Group for professional cleaning services at the Municipal Building and the Adventure Park administrative offices.

Section 2: The City Manager is hereby authorized and directed to execute and deliver a professional services agreement with ABM Industry Group. The agreement shall be substantially in the form presented to Council, subject to such changes, insertions, and omissions that are consistent with this Resolution, are not substantially adverse to the City, and are approved by the City Manager and the Director of Law. The City Manager's approval shall be conclusively evidenced by execution of the agreement.

Section 3: The total amount authorized under this Resolution shall not exceed Fifty-One Thousand Sixty-Nine Dollars (\$51,069) without further authorization by Council.

Section 4: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action occurred in meetings open to the public in compliance with all applicable legal requirements.

Section 5: That this Resolution shall take effect on the earliest period allowed by law.

Heather L. Karr 8/18/26
Heather Karr
Mayor Date

Elaine McCloskey 8/18/26
Elaine McCloskey
City Clerk Date

ADOPTED DATE: August 18, 2026

EFFECTIVE DATE: August 18, 2026

This legislation has been posted in accordance with

the City Charter on this date 8/19/26
Elaine McCloskey City Clerk

City Council

Heather Karr, Mayor

Kurt Ramsey

Leif Carlson

David Lester

Tom Counts

Tyler Herrmann

Carlos Crawford



OFFICE OF THE CITY MANAGER

47 Hall Street | Powell, OH 43065 | 614.885.5380 | cityofpowell.us

MEMO

From: Andrew D. White, City Manager

To: Members of the City Council

Initiated By: Charles Dukes, Director of Public Service

Re: Resolution 2026-43 – A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ABM INDUSTRY FOR THE PURPOSE OF PERFORMING PROFESSIONAL CLEANING SERVICES FOR THE MUNICIPAL BUILDING AND ADVENTURE PARK ADMINISTRATIVE OFFICE SPACES.

Date: August 18, 2026

Summary:

Resolution 2026-43 would authorize the City Manager to enter into a professional services agreement with ABM Industries to provide cleaning services for the Municipal Building and the administrative office spaces at Adventure Park.

Background:

The City determined that the current cleaning services did not consistently meet our service expectations or the needs established in the scope of work. The current contractor has provided cleaning services to the City for more than 14 years.

After discussing the current level of service, staff determined that issuing a Request for Proposals (RFP) would allow the City to evaluate qualified contractors and obtain pricing for cleaning the two facilities. The RFP was advertised for three weeks in the newspaper and through Bid Express. A mandatory pre-proposal meeting and facility walk-through was held on July 16, 2026, with 20 plan holders participating. The City received three proposals by the submission deadline. One proposal, submitted by Dast's, was deemed non-responsive and incomplete and was not evaluated further.

The evaluation process considered the following criteria:

- Requested cleaning services and frequency
- General conditions
- Schedule of services
- Statement of bidders' qualifications
- Detailed specifications

A five-member staff evaluation team reviewed and scored the responsive proposals and interview presentations. The team included representatives from multiple operational and administrative areas of the City, providing a balanced assessment of each firm's proposal and implementation approach.

Based on the proposal review, interviews, and combined scoring results, ABM received the highest average evaluation score among the responsive firms.

Firm	Evaluation Score
ABM	78.00
EPS	68.60

Staff determined that ABM submitted the strongest overall proposal based on:

- Reporting and transparency
- Safe Work Observation Program
- Structured quality assurance
- Corrective action tracking
- Accountability measures
- Competitive employee pay rates
- Career advancement opportunities
- Communication portal and workforce tracking system

Legal Review:

The Law Director has reviewed the Resolution and approved it as to form.

Financial Review:

The Finance Director has reviewed the Resolution and is supportive of the recommendation.

Recommendation:

Staff recommends approval of Resolution 2026-43.

- D. Give prompt notice to the Service Provider should Powell observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

III. Term and Termination. The Agreement shall commence on the ___ day of _____, 20___, and shall terminate on the ___ day of _____, 20___. Powell may terminate this Agreement at any time by giving Service Provider thirty (30) days advance written notice. In the event this Agreement is terminated by Powell prior to its natural expiration, Service Provider shall be paid the amounts for work actually performed in accordance with this Agreement to the date of this early termination.

IV. Payment.

- A. Service Provider shall be compensated for its service consistent with the Exhibit A.
- B. The Service Provider shall invoice Powell monthly for services rendered through the previous month, and Powell agrees to pay within thirty (30) days of receipt of a valid invoice. A valid invoice shall consist of a description of work performed and an itemization of all reimbursable expenses, which must be documented with copies of receipts whenever possible. All invoices must include the contract number and the purchase order number of this contract, which is located in the upper right-hand corner of the first page of this document.

V. Relationship of the Parties. The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of Powell. Nothing in this Agreement shall be construed to create a relationship between Service Provider and Powell of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on Powell's payroll; is required to provide his/her or her own supplies and equipment; and is not controlled or supervised by Powell personnel as to the manner of work.

VI. Indemnification.

- A. Professional Liability. Relative to the extent, losses, damages, liability and cost, the Service Provider agrees to indemnify and save Powell, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by the Service Provider or its employees.
- B. Non-Professional Liability (General Liability). To the fullest extent permitted by law, the Service Provider shall indemnify, defend and hold harmless Powell, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into and effective on this ___ day of _____, 20__ ("Effective Date") by and between the City of Powell, Ohio ("Powell"), an Ohio Municipal Corporation, with offices located at located at 47 Hall Street, Powell, Ohio 43065 and ABM Industry Groups LLC. ("Service Provider"), with an office and principal place of business located at _1817 O'Brien Road, Columbus, Ohio 43228.

Recitals

WHEREAS, Powell desires to engage Service Provider to perform the services as more fully described in the attached Exhibit A (the "Services"); and

WHEREAS, Service Provider desires to perform the Services and desires to be so engaged.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and agreements herein contained, the parties, intending to be legally bound, agree as follows:

Provisions

I. Performance of the Services. Service Provider shall:

- A. Perform the Services as set forth in Exhibit A.
- B. If the Service Provider is an individual, complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement Form.
- C. Give prompt notice to Powell should the Service Provider observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.
- D. Remit to Powell after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. Service Provider shall be entitled to retain copies for the Service Provider's files.

II. Obligations of Powell. Powell shall:

- A. Assist the Service Provider by placing at its disposal all available information pertinent to the Services for the project.
- B. Use its best efforts to secure release of other data applicable to the project held by others.
- C. Make all necessary provisions to enter upon public and private property as required to perform the Services.

expenses, including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of the Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of the Service Provider, any subconsultant(s) of the Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

VII. Insurance.

- A. The Service Provider shall secure and maintain, at his/her/its own expense, errors and omissions insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim/annual aggregate to protect himself from any claim arising out of the performance of professional services and caused by negligent acts, omissions or negligent acts for which the Service Provider may be legally negligent. The Service Provider shall maintain said coverage for the entire contract period and for a minimum of one year after completion of the work under the contract.
- B. In addition to errors and omissions insurance, the Service Provider shall also secure and maintain, at his/her own expense, insurance for protection from claims under Worker's Compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and any other insurance prescribed by laws, rules, regulations, ordinances, codes or orders.
- C. The Service Provider shall secure and maintain, at his/her own expense, General Liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- D. The Service Provider shall secure and maintain, at his/her/its own expense, Property insurance for protection from claims or damages because of damage to or destruction of property including loss of use resulting therefrom in an amount not less than Five Hundred Thousand Dollars (\$500,000.00).
- E. Powell shall be held harmless for any damage to the Service Provider's property and/or equipment during the course of performance under the Contract.
- F. The above referenced insurance shall be maintained in full force and effect during the life of this Contract and for one year beyond, where specified. Certificates showing that the Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, Powell prior to the start of work on the project and before Powell is obligated to make any payments to the Service Provider for the work performed under the provision of this contract. All such Certificates, with the

exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of Powell is an "Additional Insured".

VIII. Employee Documentation

- A. Service Provider guarantees that the individuals employed by the Service working on this project are authorized to work in the United States. The Service Provider will upon demand provide Powell with appropriate documentation (Form I-9) for any Service Provider employee performing services for Powell.
- B. The Service Provider agrees to indemnify Powell in accordance with Section VI of the Agreement for any issue arising out of the Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

IX. Taxes.

- A. Service Provider has the following identification number for income tax purposes:
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- B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.
- C. Powell represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of Powell, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.
- D. The Service Provider shall receive Internal Revenue Service form 1099 from Powell for income tax reporting purposes.

- X. Assignment.** Neither party may assign this Agreement without obtaining express, written consent from the other party prior to assignment.

- XI. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in accordance with the laws of the State of Ohio.

XII. Discrimination.

- A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by Powell and/or Service Provider in connection with the Services.

- B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

XIII. Governing Law/Venue. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Delaware County, Ohio.

XIV. Severability. If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid, mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

XV. Paragraph Headings. Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

[signatures appear on following page]

BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED THAT THE CITY OF POWELL, OHIO HAS CLASSIFIED YOU AS AN INDEPENDENT CONTRACTOR AND THAT YOU HAVE BEEN ADVISED THAT CONTRIBUTIONS TO OPERS WILL NOT BE MADE ON YOUR BEHALF FOR THESE SERVICES.

FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF POWELL, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 20 .

CITY OF POWELL, OHIO

BY: _____ Date _____
Andrew D. White, City Manager

Vendor

BY: _____ Date _____
ABM Industry Groups, LLC

Approved as to Form:

BY: _____ Date _____
Yazan S. Ashrawi, Law Director

CERTIFICATION OF FUNDS

I hereby certify that the above amount required to the above has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or in the process of collection to credit of the above funds free of obligation or certification now outstanding.

BY: _____
Samantha Borchers, Finance Director

Date: _____

EXHIBIT A

Scope of Services