

BLUE CHIP 2000 COMMERCIAL CLEANING, INC.
CORRECTION TO ORIGINAL SERVICE AGREEMENT

Item 3 on page 1(attached):

The original contract amount:	\$108,463.00
Less:	<u>\$ 14,809.70</u> (some original quoted areas not coated)
First Invoice:	\$ 93,653.30 (paid 9/14/15)
Add:	<u>\$ 24,155.00</u> (discounted due to Blue Chip Error Pre-discounted price would have been \$40,814.55)
 Corrected Contract amount:	 \$117,808.00
Difference= increase:	\$ 9,345.30

Signed:

Big Walnut Local School District

Blue Chip 2000 Commercial Cleaning

By: _____

By: _____

Title: _____

Title: _____

SERVICES AGREEMENT

This Agreement is made effective as of July 1, 2015 by and between **BLUE CHIP 2000 COMMERCIAL CLEANING, INC.**, dba **BLUE CHIP FACILITY SERVICES**, an Ohio corporation ("Blue Chip 2000") and **BIG WALNUT SCHOOLS** (the "Customer").

Recitals:

- A. Blue Chip 2000 is in the business of providing janitorial and related services.
- B. The Customer desires to obtain such services from Blue Chip 2000.

NOW, THEREFORE, in consideration of the foregoing, the parties hereto agree as follows:

1. Nature and Scope of Services by Blue Chip 2000.

Subject to and in accordance with the terms and conditions contained herein, Blue Chip 2000 will furnish to the Customer and the Customer will purchase from Blue Chip 2000, the services (collectively, the "Services") described in the attached Bid Proposal.

2. Term; Termination.

The term of this Agreement will be for 3 months, commencing as of July 1, 2015. After the term, this Agreement will expire. Either party may terminate the Agreement without penalty on thirty (30) days written notices any time after the start date.

★ 3. Compensation.

The Customer shall pay Blue Chip 2000 \$ 108,463.55 for the Services rendered under this Agreement, in accordance with attached Bid Proposal, which shall be due and payable NET 30 days. The Customer will pay Blue Chip 2000 a late charge of 1.5 % of the delinquent amount per month for each calendar month or portion thereof for which a payment is delinquent for more than ten days after the due date, provided, however, that if such rate exceeds the maximum rate permitted by applicable law, such rate shall be reduced to the maximum rate permitted by law.

4. Indemnification

Blue Chip 2000 agrees to defend, indemnify, and hold harmless Customer and its directors, officers, agents, employees, contractors, subcontractors, parent corporation, subsidiaries and affiliates (referred to individually and collectively as the "Indemnified Party")

from and against any all claims, liabilities, losses, damages, costs, fines, penalties, and expenses (including attorneys' and paralegal fees) ("Damages") which Indemnified Party may hereafter incur, suffer, or be required to pay by reason of damage to property or injury to or death of persons, including the Indemnified Party, which arises out of Contractor's failure to perform or the negligent performance of the Services, but excluding those Damages caused by the gross negligence of the Indemnified Party. Blue Chip 2000 shall, at its own cost and expense, defend any and all suits, which may be brought against Customer upon any such with or claim. This indemnity clause shall survive the termination of this Agreement.

5. Notices.

All notices, demands and other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by reputable overnight courier service, registered or certified US mail, return receipt requested, addressed as follows:

If to Blue Chip 2000:

Blue Chip 2000 Commercial Cleaning, Inc.
7250 Edington Dr
Cincinnati, OH 45249
Attn.: Mr. Dan Hopkins

Big Walnut Schools
117 N Kintner Parkway
Sunbury, OH 43074
Attn: Ron McClure

6. Independent Contractors.

The Customer and Blue Chip 2000 are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

7. Attorney's Fees and Costs.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

8. Miscellaneous.

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter covered herein. The laws of the State of Ohio shall govern this Agreement. No waiver,

alteration or modification of any of the provisions hereof shall be binding unless in writing and signed by both parties. Should any provisions of this agreement be held invalid or unenforceable, the remainder of this Agreement shall remain in effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that the Customer may not assign this Agreement without Blue Chip 2000's prior consent.

Signed as of the date first written above,

**BIG WALNUT
SCHOOLS**

By: Angela S Pollack

Title: Superintendent

6.30.15

**BLUE CHIP 2000
COMMERCIAL
CLEANING, INC.**

By: [Signature]

Title: Sales Manager

6.30.15



BLUE CHIP FACILITY SERVICES

Blue Chip 2000 7250 Edington Drive Cincinnati, Ohio 45249
Phone 513.561.2999 Toll Free 888.868.2345 Fax 513.561.3998
www.bluechip2000.com

Hi Ron,

Thank you for your email last week. I am sorry this did not get to you the next day.

This email is to share with you the explanation of the pricing changes at the Middle School.

As you know there was a price increase to complete the work.

When we work at any facility, Blue Chip Facility Services does list on every proposal:

"PRICING SUBJECT TO CHANGE BASED ON FINAL MEASUREMENTS"

When Blue Chip Facility Services performed the work at Big Walnut Middle School it was identified that there was an oversight that the hallways were not added in the original/revised proposal and pricing. Blue Chip Facility Services reduced the pricing for the additional work.

We look forward to continuing to work with Big Walnut School District.

Thank you.

Mary Meyer
Sr. VP Sales
Blue Chip Facility Services
mmeyer@bluechip2000.com
[513-615-8394](tel:513-615-8394)