

SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549

-----  
SCHEDULE 13D  
(AMENDMENT NO. 8)

ABM INDUSTRIES INCORPORATED

-----  
(Name of Issuer)

COMMON STOCK, PAR VALUE \$0.01 PER SHARE

-----  
(Title of Class of Securities)

000957100

-----  
(CUSIP Number)

BARRY E. FINK, ESQ., CHRISTENSEN, MILLER, FINK, JACOBS,  
GLASER, WEIL & SHAPIRO, LLP  
2121 AVENUE OF THE STARS, 18TH FLOOR, LOS ANGELES, CA 90067

-----  
(Name, Address and Telephone Number of Person Authorized to  
Receive Notices and Communications)

DECEMBER 31, 2000

-----  
(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition which is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box [ ].

Note: Schedules filed in paper format shall include a signed original and five copies of the Schedule, including all exhibits. See Rule 13d-7(b) for other parties to whom copies are to be sent.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

THE SYDNEY J. ROSENBERG TRUSTS

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

CALIFORNIA

7 SOLE VOTING POWER  
NONE

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON  
WITH

8 SHARED VOTING POWER  
2,243,824

9 SOLE DISPOSITIVE POWER  
NONE

10 SHARED DISPOSITIVE POWER  
2,243,824

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
4,634,602 SHARES (INCLUDING 2,390,778 SHARES BENEFICIALLY OWNED BY THE  
THEODORE ROSENBERG TRUST). SEE ITEM 5.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
20%

14 TYPE OF REPORTING PERSON\*  
00

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

THE THEODORE ROSENBERG TRUST

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

CALIFORNIA

7 SOLE VOTING POWER  
NONE

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON  
WITH

8 SHARED VOTING POWER  
2,390,778

9 SOLE DISPOSITIVE POWER  
NONE

10 SHARED DISPOSITIVE POWER  
2,390,778

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
4,634,602 SHARES (INCLUDING 2,243,824 SHARES BENEFICIALLY OWNED BY THE  
SYDNEY J. ROSENBERG TRUST). SEE ITEM 5.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
20%

14 TYPE OF REPORTING PERSON\*  
00

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

BANK OF AMERICA, N.A.

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES

7 SOLE VOTING POWER  
NONE

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON  
WITH

8 SHARED VOTING POWER  
2,352,660

9 SOLE DISPOSITIVE POWER  
NONE

10 SHARED DISPOSITIVE POWER  
2,352,660

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
4,743,438 SHARES (INCLUDING 2,390,778 SHARES BENEFICIALLY OWNED BY THE  
THEODORE ROSENBERG TRUST). SEE ITEM 5.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
20.5%

14 TYPE OF REPORTING PERSON\*  
BK

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

MARTINN H. MANDLES

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)   
(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

PF/00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES

	7	SOLE VOTING POWER 213,827
NUMBER OF SHARES	8	SHARED VOTING POWER 2,269,360
BENEFICIALLY OWNED BY	9	SOLE DISPOSITIVE POWER 213,827
EACH	10	SHARED DISPOSITIVE POWER 2,269,360
REPORTING PERSON		
WITH		

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
4,873,965 SHARES (INCLUDING 2,390,778 SHARES BENEFICIALLY OWNED BY THE  
THEODORE ROSENBERG TRUST). SEE ITEM 5.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
21%

14 TYPE OF REPORTING PERSON\*  
IN

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

S. BRAD ROSENBERG

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES

7 SOLE VOTING POWER  
5,458

8 SHARED VOTING POWER  
2,276,524 (INCLUDES 2,243,824 SHARES BENEFICIALLY  
OWNED BY THE SYDNEY J. ROSENBERG TRUSTS AND 32,700  
SHARES BENEFICIALLY OWNED BY THE JACLYN AND  
SYDNEY J. ROSENBERG CHARITABLE FOUNDATION)

9 SOLE DISPOSITIVE POWER  
5,458

10 SHARED DISPOSITIVE POWER  
2,276,524 (INCLUDES 2,243,824 SHARES BENEFICIALLY  
OWNED BY THE SYDNEY J. ROSENBERG TRUSTS AND 32,700  
SHARES BENEFICIALLY OWNED BY THE JACLYN AND  
SYDNEY J. ROSENBERG CHARITABLE FOUNDATION)

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
4,672,760 SHARES (INCLUDING 2,390,778 SHARES BENEFICIALLY OWNED BY THE  
THEODORE ROSENBERG TRUST). SEE ITEM 5.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
20.2%

14 TYPE OF REPORTING PERSON\*  
IN

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

NUMBER OF  
SHARES  
BENEFICIALLY  
OWNED BY  
EACH  
REPORTING  
PERSON  
WITH

1 NAME OF REPORTING PERSON  
I.R.S. IDENTIFICATION NO. OF ABOVE PERSON (ENTITIES ONLY)

THEODORE ROSENBERG

2 CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP\*

(a)

(b)

3 SEC USE ONLY

4 SOURCE OF FUNDS\*

PF/00

5 CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT  
TO ITEM 2(d) or 2(e)

6 CITIZENSHIP OR PLACE OF ORGANIZATION

UNITED STATES

NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 2,421,570
	8	SHARED VOTING POWER NONE
	9	SOLE DISPOSITIVE POWER 2,421,570
	10	SHARED DISPOSITIVE POWER NONE

11 AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON  
4,665,394 SHARES (INCLUDING 2,243,824 SHARES BENEFICIALLY OWNED BY THE  
SYDNEY J. ROSENBERG TRUSTS AND ITS TRUSTEES). SEE ITEM 5.

12 CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES\*

13 PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11)  
20.1%

14 TYPE OF REPORTING PERSON\*  
IN

\*SEE INSTRUCTIONS BEFORE FILLING OUT!

This Amendment No. 8 amends and supplements the report on Schedule 13D, dated January 20, 1988, of Sydney J. Rosenberg and Theodore Rosenberg, as amended and supplemented by Amendments No. 1 through No. 7 thereto (collectively, the "Schedule 13"). Each item below amends and supplements the information disclosed under the corresponding item of the Schedule 13D.

ITEM 1. SECURITY AND ISSUER

This Schedule 13D relates to the Common Stock, \$.01 par value per share (the "Common Stock"), of ABM Industries Incorporated, a Delaware corporation (the "Company"), which has its principal executive offices at 160 Pacific Avenue, Suite 222, San Francisco, California 94111.

ITEM 2. IDENTITY AND BACKGROUND

This Schedule 13D is being filed by The Sydney J. Rosenberg Trust and the subtrusts thereof (collectively referred to herein as "The Sydney J. Rosenberg Trusts"), The Theodore Rosenberg Trust, Bank of America, N.A. (the "Bank"), Martinn H. Mandles, S. Brad Rosenberg and Theodore Rosenberg (collectively, the "Reporting Persons").

The Sydney J. Rosenberg Trusts are irrevocable trusts formed by the late Sydney J. Rosenberg, of which the Bank, Martinn H. Mandles and S. Brad Rosenberg are the only co-trustees and of which there are several beneficiaries (including S. Brad Rosenberg). The Theodore Rosenberg Trust is a revocable trust formed by Theodore Rosenberg, of which Theodore Rosenberg is the only trustee and the sole beneficiary. Both trusts are further described in Item 6. Sydney J. Rosenberg, now deceased, was the brother of Theodore Rosenberg.

The state of organization, address of principal office and principal business of The Sydney J. Rosenberg Trusts, The Theodore Rosenberg Trust and the Bank, and, for each other Reporting Person, his citizenship, residence or business address and present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, are set forth on Exhibit 1 hereto, and such information hereby is incorporated herein by reference.

During the last five years, none of the Reporting Persons has been (a) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (b) a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws, or finding any violation with respect to such laws.

ITEM 3. SOURCE AND AMOUNT OF FUNDS OR OTHER CONSIDERATION

The Sydney J. Rosenberg Trusts and Their Co-Trustees

The shares of Common Stock beneficially owned directly by The Sydney J. Rosenberg Trusts (which shares also are beneficially owned by the Bank, Martinn H. Mandles and S. Brad



Rosenberg solely as a result of their status as co-trustees thereof) were acquired by The Sydney J. Rosenberg Trusts by a grant made to The Sydney J. Rosenberg Trusts by Sydney J. Rosenberg.

The shares of Common Stock beneficially owned by Martinn H. Mandles in his individual capacity, as distinguished from his indirect beneficial ownership as a result of his status as a co-trustee of The Sydney J. Rosenberg Trusts and The Leo L. Schaumer Trusts, were acquired by Martinn H. Mandles by the exercise of Company stock options, by purchases under the Company's Employee Stock Purchase Plan and in open market purchases, all through the use of personal funds.

The shares of Common Stock beneficially owned by S. Brad Rosenberg in his individual capacity, as distinguished from his indirect beneficial ownership as a result of his status as a co-trustee of The Sydney J. Rosenberg Trusts and a director of the Jaclyn and Sydney J. Rosenberg Charitable Foundation, were acquired by S. Brad Rosenberg as a gift from his father, Sydney J. Rosenberg.

The Theodore Rosenberg Trust and Theodore Rosenberg

The shares of Common Stock beneficially owned directly by The Theodore Rosenberg Trust (which shares also are beneficially owned by Theodore Rosenberg as the sole trustee thereof) were acquired by The Theodore Rosenberg Trust by a grant made to The Theodore Rosenberg Trust by Theodore Rosenberg.

Other

Martinn H. Mandles and the Bank acquired beneficial ownership of the shares of Common Stock of The Leo L. Schaumer Trusts solely as a result of their status as co-trustees of such trusts.

#### ITEM 4. PURPOSE OF TRANSACTION

Each of The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust may be deemed to be a "control person" of the Company within the meaning of the General Rules and Regulations adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Exchange Act").

The shares of Common Stock beneficially owned by Martinn H. Mandles in his individual capacity, as distinguished from his indirect beneficial ownership as a result of his status as a co-trustee of The Sydney J. Rosenberg Trusts and The Leo L. Schaumer Trusts, were acquired by him for general investment purposes.

The shares of Common Stock beneficially owned by S. Brad Rosenberg in his individual capacity, as distinguished from his indirect beneficial ownership as a result of his status as a co-trustee of The Sydney J. Rosenberg Trusts and a director of the Jaclyn and Sydney J. Rosenberg Charitable Foundation, were acquired by him for general investment purposes.

The Reporting Persons may individually or together may make additional purchases of Common Stock in the open market or through privately negotiated transactions or (in the case of Martinn H. Mandles) by exercise of Company stock options or pursuant to the Company's other stock based plans, in each case based upon the Reporting Persons' evaluation of the Company's

business, prospects and financial condition, the market for the Common Stock, other business and investment opportunities available to the Reporting Persons, general stock market and economic conditions, tax considerations, the likelihood that a third party may seek to obtain control of the Company and the terms of any transaction relating thereto, and other future developments. Each of the Reporting Persons also may decide to sell all or part of their investment in the Common Stock, based upon their evaluation of the foregoing factors and, in the case of The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust, subject to the restrictions on the disposition of Common Stock set forth in the respective trust agreements (as described in Item 6).

Other than as set forth above, none of the Reporting Persons has any present plans or proposals which relate to or would result in any of the transactions or events set forth in clauses (a) through (j) of Item 4 of Schedule 13D as set forth in Rule 13d-101 of the rules and regulations of the Securities and Exchange Commission promulgated under the Exchange Act.

#### ITEM 5. INTEREST IN SECURITIES OF THE ISSUER

(a) The Reporting Persons beneficially own (subject to the disclaimers of beneficial ownership set forth in this Item 5) the number and percentages of the outstanding shares of Common Stock set forth in Exhibit 2 hereto, and such information hereby is incorporated herein by reference. In addition, each of the Reporting Persons may be deemed to beneficially own certain shares of Common Stock as described in the next paragraph.

By virtue of the Agreement Regarding Trusts (as defined and described in Item 6), and the provisions included in the trust agreements for The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust pursuant to the Agreement Regarding Trusts, each of The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust (and each co-trustee or trustee, as applicable, thereof) may constitute a member of a "group" within the meaning of Section 13(d)(3) of the Exchange Act. Further, by virtue of the fact that under certain circumstances they may act in concert with respect to the shares of Common Stock held by The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust, each of The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust (and each co-trustee or trustee, as applicable, thereof) also may constitute a member of such a "group." Therefore, each of such trusts (and each such co-trustee or trustee) may be deemed to beneficially own, in addition to the shares of Common Stock otherwise beneficially owned directly or indirectly by such Reporting Person, the shares of Common Stock owned directly by the other of such trusts. Subject to the foregoing, each of The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust (and each co-trustee or trustee, as applicable, thereof) disclaim beneficial ownership of the shares of Common Stock held by the other of such trusts.

After giving effect to the deemed beneficial ownership of additional shares of Common Stock as described in the preceding paragraph, each Reporting Person would be deemed to beneficially own the number and percentage of shares of Common Stock set forth in Row 11 and 13, respectively, of the cover page to this Schedule 13D applicable to such Reporting Person, which information hereby is incorporated herein by reference.

Except to the extent of their shared voting and dispositive power as co-trustees thereof, each of the Bank and Martinn H. Mandles disclaims beneficial ownership of the shares of Common Stock beneficially owned directly by The Sydney J. Rosenberg Trusts.

Except to the extent of their shared voting and dispositive power as co-trustees thereof, each of the Bank and Martinn H. Mandles disclaims beneficial ownership of the shares of Common Stock beneficially owned directly by The Leo L. Schaumer Trusts.

Theodore Rosenberg disclaims beneficial ownership of the shares of Common Stock beneficially owned directly by the family charitable foundation of which Theodore Rosenberg is a director.

Except to the extent of his shared voting power and dispositive power as a co-trustee of The Sydney J. Rosenberg Trusts and a director of the Jaclyn and Sydney J. Rosenberg Charitable Foundation, S. Brad Rosenberg disclaims beneficial ownership of 1,579,852 shares of Common Stock beneficially owned directly by The Sydney J. Rosenberg Trusts and the 32,700 shares of Common Stock beneficially owned directly by the Jaclyn and Sydney J. Rosenberg Charitable Foundation, respectfully.

(b) The number of shares of Common Stock as to which the Reporting Persons have sole or shared voting and dispositive power is set forth in Exhibit 2 hereto, and such information hereby is incorporated herein by reference.

Each of The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust (and each co-trustee or trustee, as applicable, thereof) does not (i) have the sole power to vote or to direct the vote, (ii) share power to vote or direct the vote, (iii) have the sole power to dispose or direct the disposition of or (iv) (except as provided by the Agreement Regarding Trusts and the provisions included in the trust agreements for The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust pursuant to the Agreement Regarding Trusts, as described in Item 6) share the power to dispose or direct the disposition of the shares of Common Stock beneficially owned directly by the other of such trusts.

The Bank, Martinn H. Mandles and S. Brad Rosenberg, as the only co-trustees of The Sydney J. Rosenberg Trusts, share voting and dispositive power over the shares of Common Stock beneficially owned directly by The Sydney J. Rosenberg Trusts. The Bank and Martinn H. Mandles, as the only co-trustees of The Leo L. Schaumer Trusts (as described in Item 6 and in note (2) to the Beneficial Ownership Table in Exhibit 2 hereto), share voting and dispositive power over the shares of Common Stock beneficially owned directly by The Leo L. Schaumer Trusts. Theodore Rosenberg, as the only trustee of The Theodore Rosenberg Trust, shares voting and dispositive power over the shares of Common Stock beneficially owned directly by The Theodore Rosenberg Trust. Theodore Rosenberg, as a director of the family charitable foundation described in note (5) to the Beneficial Ownership Table in Exhibit 2 hereto, shares voting and dispositive power over the shares of Common Stock beneficially owned directly by such charitable foundation. S. Brad Rosenberg, as a director of the Jaclyn and Sydney J. Rosenberg Charitable Foundation, shares voting and dispositive power over the shares of Common Stock beneficially owned by such charitable foundation.

The applicable information required by Item 2 with respect to each other person described in this Item 5 with whom voting or dispositive power is shared, is disclosed in Item 2 and in Exhibit 1 hereto, and such information hereby is incorporated herein by reference.

(c) None of the Reporting Persons has engaged in any transactions in the Common Stock during the past sixty days.

(d) Not applicable.

(e) Not applicable.

ITEM 6. CONTRACTS, ARRANGEMENTS, UNDERSTANDINGS OR RELATIONSHIPS WITH RESPECT TO SECURITIES OF THE ISSUER

The Sydney J. Rosenberg Trusts, The Theodore Rosenberg Trust and The Leo L. Schaumer Trusts were established during the lifetime of the trustors for estate planning and succession purposes. In the case of each of the trusts, the trustor was the sole trustee and the trust was revocable until the death or incapacity of the trustor. Upon the death of Sydney J. Rosenberg on November 1, 1998, the Bank, Martin H. Mandles and S. Brad Rosenberg became the successor co-trustees of The Sydney J. Rosenberg Trusts and such trusts became irrevocable. Upon the death of Leo L. Schaumer on August 30, 1990, the Bank and Martin H. Mandles became the successor co-trustees of The Leo L. Schaumer Trusts and such trusts became irrevocable. Theodore Rosenberg is the sole trustee of The Theodore Rosenberg Trust.

Sydney J. Rosenberg, Theodore Rosenberg, The Sydney J. Rosenberg Trust and The Theodore Rosenberg Trust entered into an "Agreement to Adopt and Retain Certain Provisions in the Living Trusts of the Parties" (the "Agreement Regarding Trusts"), dated as of July 24, 1996, which agreement is attached hereto as Exhibit 4. Pursuant to the Agreement Regarding Trusts, the parties thereto agreed, among other things, (i) to amend the trust agreement for The Sydney J. Rosenberg Trust to include a provision that, with respect to the shares of Common Stock held by such trust, the trustor thereunder urges the trustees of that trust and successor trusts to act in concert with Theodore Rosenberg, The Theodore Rosenberg Trust, and their respective successors, trustees and beneficiaries, (ii) to amend the trust agreement for The Theodore Rosenberg Trust to include a provision that, with respect to the shares of Common Stock held by such trust, the trustor thereunder urges the trustees of that trust and successor trusts to act in

concert with Sydney J. Rosenberg, The Sydney J. Rosenberg Trust, and their respective successors, trustees and beneficiaries and (iii) to amend the trust agreements for both trusts to include a provision that no shares of Common Stock held in such trusts and successor trusts may be sold or transferred to anyone or distributed to any beneficiary of such trusts until January 1, 2006, provided, however, that such shares may be sold or exchanged prior to such time in conjunction with (a) the sale or exchange of all or substantially all of the Common Stock owned by the other trust and/or its trustor or (b) the sale or exchange of all or substantially all of the stock of the legal successors to the other trust and/or its trustor after the death of its trustor. The restrictions on transfer described in clause (iii) above may also under certain circumstances apply to the proceeds from any sale or exchange of Common Stock by the trusts. The trust agreements for The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trust have been amended to include the provisions required pursuant to the Agreement Regarding Trusts. These provisions became irrevocable upon Sydney J. Rosenberg's death on November 1, 1998.

Other than as described above in this Item 6, none of the Reporting Persons is a party to any contract, arrangement, understanding or relationship (legal or otherwise) with any person with respect to any securities of the Company, including, but not limited to, the transfer or voting of any of the Company's securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss or the giving or withholding of proxies.

ITEM 7. MATERIAL TO BE FILED AS EXHIBITS

- Exhibit 1 -- Reporting Persons.
- Exhibit 2 -- Beneficial Ownership Table.
- Exhibit 3 -- Joint Filing Agreement.
- Exhibit 4 -- Agreement to Adopt and Retain Certain Provisions in the Living Trusts of the Parties among Sydney J. Rosenberg, Theodore Rosenberg, The Sydney J. Rosenberg Trust and The Theodore Rosenberg Trust.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

DATED: February 9, 2001

THE SYDNEY J. ROSENBERG TRUSTS

By: /s/ Martinn H. Mandles  
-----  
Name: Martinn H. Mandles  
Title: Co-Trustee

By: /s/ S. Brad Rosenberg  
-----  
Name: S. Brad Rosenberg  
Title: Co-Trustee

By: Bank of America, N.A., as Co-Trustee

By: /s/ Joseph T. Gubbrud  
-----  
Name: Joseph T. Gubbrud  
Title: Vice-President

THE THEODORE ROSENBERG TRUST

By: /s/ Theodore Rosenberg  
-----  
Name: Theodore Rosenberg  
Title: Trustee

/s/ Martinn H. Mandles  
-----  
Name: Martinn H. Mandles

/s/ S. Brad Rosenberg  
-----  
Name: S. Brad Rosenberg

/s/ Theodore Rosenberg  
-----  
Name: Theodore Rosenberg

Bank of America, N.A.

By: /s/ Joseph T. Gubbrud  
-----  
Name: Joseph T. Gubbrud  
Title: Vice-President

## EXHIBIT INDEX

Exhibit Number -----	Description -----
1	Reporting Persons.
2	Beneficial Ownership Table.
3	Joint Filing Agreement.
4	Agreement to Adopt and Retain Certain Provisions in the Living Trusts of the Parties among Sydney J. Rosenberg, Theodore Rosenberg, The Sydney J. Rosenberg Trust and The Theodore Rosenberg Trust.



EXHIBIT 1

REPORTING PERSONS

Set forth below are the address of principal office and the principal business of The Sydney J. Rosenberg Trusts, The Theodore Rosenberg Trust and Bank of America, N.A. (the "Bank") and, with respect to each other Reporting Person, his name, business address and present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted. The state of organization of each of The Sydney J. Rosenberg Trusts and The Theodore Rosenberg Trusts is California. The Bank is a national banking corporation organized under the laws of the United States. Each Reporting Person who is an individual is a United States citizen.

Name and Address -----	Principal Business -----
The Sydney J. Rosenberg Trusts c/o Bank of America, N.A. Trust Department 2049 Century Park East, Suite 200 Los Angeles, CA 90067-3104 Attn: Joe Gubbrud, Esq.	Management and distribution of trust assets
The Theodore Rosenberg Trust c/o The Rosenberg Co., Suite 202 295 89th Street Daly City, CA 94015	Management and distribution of trust assets
Bank of America, N.A. Corporate Center 100 N. Tryon Street Charlotte, N.C. 28255-0001	Commercial banking

Name and Address -----	Principal Occupation or Employment and Name of Employer Organization -----	Principal Business and Address of Employer Organization -----
Martinn H. Mandles ABM Industries Incorporated North Tower, Suite 3160 2029 Century Park East Los Angeles, CA 90067	Chairman of the Board & Chief Administrative Officer of ABM Industries Incorporated	ABM Industries Incorporated 160 Pacific Avenue, Suite 222 San Francisco, California 94111 (air conditioning, elevator, engineering, janitorial, lighting, parking and security services contractor)

S. Brad Rosenberg  
1221 Roberto Lane  
Los Angeles, CA 90077

private investor

N.A.

Theodore Rosenberg  
c/o The Rosenberg Co., Suite 202  
295 89th Street  
Daly City, CA 94015

Vice-Chairman of the Executive  
Committee of the Board of Directors of  
ABM Industries Incorporated

ABM Industries Incorporated  
160 Pacific Avenue, Suite 222  
San Francisco, California 94111  
(air conditioning, elevator,  
engineering, janitorial, lighting,  
parking and security services contractor)

## EXHIBIT 2

## BENEFICIAL OWNERSHIP TABLE

The Reporting Persons beneficially own (subject to the disclaimers of beneficial ownership set forth in Item 5 of this Schedule 13D) the number and percentages of the outstanding shares of Common Stock shown below. In addition, each of the Reporting Persons may be deemed to beneficially own certain shares of Common Stock as described in the second paragraph of Item 5 of this Schedule 13D.

Name	Shares with Sole Voting and Dispositive Power	Shares with Shared Voting and Dispositive Power	Total Number of Shares	Percentage of Class (1)
The Sydney J. Rosenberg Trusts	None	2,243,824	2,243,824	9.7%
The Theodore Rosenberg Trust	None	2,390,778(2)	2,390,778	10.3%
Bank of America, N.A.	None	2,352,660	2,352,660	10.2%
Martinn H. Mandles	213,827	2,269,360(3)	2,483,187	10.7%
S. Brad Rosenberg	5,458	2,276,524(4)	2,281,982	9.9%
Theodore Rosenberg	2,421,570(5)	None	2,421,570	10.4%

- (1) Based on 23,161,566 shares of Common Stock outstanding on December 31, 2000, except that the percentage of shares of Common Stock held by Martinn H. Mandles and Theodore Rosenberg are based on the 23,161,566 shares of Common Stock outstanding on December 31, 2000 plus the number of shares of Common Stock subject to outstanding stock options held by such persons that were exercisable on or within 60 days after such date.
- (2) Includes 21,000 shares of Common Stock subject to outstanding stock options held by Theodore Rosenberg that were exercisable on or within 60 days after December 31, 2000.
- (3) Includes 2,243,824 shares of Common Stock held by The Sydney J. Rosenberg Trusts. Also includes 25,536 shares of Common Stock held by The Leo L. Schaumer Trusts. Also includes 130,000 shares of Common Stock subject to outstanding stock options held by Martinn H. Mandles that were exercisable on or within 60 days after December 31, 2000.

- (4) Includes 2,243,824 shares of Common Stock held by The Sydney J. Rosenberg Trusts. Also includes 32,700 shares of Common Stock held by the Jaclyn and Sydney J. Rosenberg Charitable Foundation.
- (5) Includes 2,390,778 shares of Common Stock held by The Theodore Rosenberg Trust, which includes 21,000 shares of Common Stock subject to outstanding stock options held by Theodore Rosenberg that were exercisable on or within 60 days after December 31, 2000. Also includes 30,792 shares of Common Stock held by a family charitable foundation, of which Theodore Rosenberg is a director.

EXHIBIT 3

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) under the Securities Exchange Act of 1934, as amended, the persons named below agree to the joint filing on behalf of each of them of a Schedule 13D (and any amendment thereto filed by them) with respect to the shares of Common Stock, \$.01 par value per share, of ABM Industries Incorporated.

Dated: February 9, 2001

THE SYDNEY J. ROSENBERG TRUSTS

By: /s/ Martinn H. Mandles  
-----  
Name: Martinn H. Mandles  
Title: Co-Trustee

By: /s/ S. Brad Rosenberg  
-----  
Name: S. Brad Rosenberg  
Title: Co-Trustee

By: Bank of America, N.A., as Co-Trustee

By: /s/ Joseph T. Gubbrud  
-----  
Name: Joseph T. Gubbrud  
Title: Vice-President

THE THEODORE ROSENBERG TRUST

By: /s/ Theodore Rosenberg  
-----  
Name: Theodore Rosenberg  
Title: Trustee

/s/ Martinn H. Mandles  
-----  
Name: Martinn H. Mandles

/s/ S. Brad Rosenberg  
-----  
Name: S. Brad Rosenberg

/s/ Theodore Rosenberg  
-----  
Name: Theodore Rosenberg  
  
Bank of America, N.A.

By: /s/ Joseph T. Gubbrud  
-----  
Name: Joseph T. Gubbrud  
Title: Vice President

## Exhibit 4

AGREEMENT TO ADOPT AND RETAIN CERTAIN PROVISIONS  
IN THE LIVING TRUST OF THE PARTIES

This Agreement is made and entered into on this 24th day of July, 1996, between Theodore Rosenberg and the Theodore Rosenberg Trust on the one hand, and Sydney J. Rosenberg and the Sydney J. Rosenberg Trust on the other (collectively sometimes called "The Parties" herein).

WHEREAS Theodore Rosenberg and Sydney Rosenberg have each executed trusts providing for the management and distribution of their respective assets during their lifetime and after their death, and

WHEREAS those trusts are each subject to amendment during the lifetime of the Trustor, and

WHEREAS The Parties all have various interests which are related in various ways, and

WHEREAS The Parties wish to be certain that specified interests will be handled as agreed;

NOW THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

1. The Theodore Rosenberg Trust and the Sydney J. Rosenberg Trust are currently being amended, and the new amendments shall contain for each trust a section in the form and content as set out in Exhibits A and B hereto. Exhibit A contains the language to be included in The Sydney J. Rosenberg Trust. Exhibit B contains the language to be included in The Theodore Rosenberg Trust.

2. The substance of that Section shall not be changed in either of the trusts during the joint lifetime of Theodore Rosenberg and Sydney J. Rosenberg without the express

written consent of both of them. After the death of Theodore Rosenberg, or Sydney J. Rosenberg, this Section shall be irrevocable and not subject to change in either of the trusts.

Executed the year and date first written above.

/s/ THEODORE ROSENBERG

/s/ SYDNEY J. ROSENBERG

-----  
Theodore Rosenberg

-----  
Sydney J. Rosenberg

The Theodore Rosenberg Trust

The Sydney J. Rosenberg Trust

By /s/ THEODORE ROSENBERG TTE

By /s/ SYDNEY J. ROSENBERG TTE

-----  
Theodore Rosenberg, Trustee

-----  
Sydney J. Rosenberg, Trustee



## Exhibit A

- VI. SPECIAL PROVISIONS REGARDING CLOSELY HELD BUSINESSES, INCLUDING ABM STOCK, T & S REALTY, 9831 PICO PARTNERS AND OTHERS AND RELATED MATTERS
- A. AGREEMENT WITH THEODORE ROSENBERG AND THE THEODORE ROSENBERG TRUST. Trustor, both individually and as trustor of this trust has entered into an agreement with Theodore Rosenberg and the Theodore Rosenberg Trust which provides that this Trust and the Theodore Rosenberg Trust will both contain this section. The agreement further provides that this section shall not be changed in either Trust during the joint lifetime of Sydney J. Rosenberg and Theodore Rosenberg without the express written consent of both of them. After the death of either of them, this section shall not be changed in either of the Trusts.
- B. MATTERS IN COMMON WITH THEODORE ROSENBERG AND THE THEODORE ROSENBERG TRUST. Within the Trust Estate, there are significant interests in ABM, T & S Realty Co., 9831 Pico Partners and other investments that are owned in conjunction with Trustor's brother, namely Theodore Rosenberg or The Theodore Rosenberg Trust. With regard to these investments and to other matters of mutual interest, Trustor urges the Trustees of All Trusts to act in concert with Theodore Rosenberg, the Theodore Rosenberg Trust, and the respective successors, trustees and beneficiaries of Theodore Rosenberg and the Theodore Rosenberg Trust.
- C. CONTINUATION OF TRUST. Trustor recognizes that a large portion of the Trust Estate consists of closely-held business interests. The continuation of Any Trusts hereunder is hereby authorized for as long as may be reasonably necessary, including possibly throughout the period of payment of installments of federal estate tax.

- D. UNPRODUCTIVE PROPERTY. Notwithstanding any other provision in this Trust Agreement to the contrary: No beneficiary of Any Trust shall have the power to compel the Trustees of That Trust to make productive or more productive, in terms of ordinary income and/or capital gain, any unproductive or under-productive property held in That Trust, including but not limited to any common stock and or real property. This paragraph is also included in the last Section of this Trust solely to show that this provision not only falls within this Section VI, but also applies to all of the property within the Trust.
- E. COMMON STOCK OF ABM OR ITS SUCCESSORS IN INTEREST ("ABM STOCK").
1. Subject only to the exceptions set forth in Subsection VI.E.3. below, no ABM Stock held in Any Trust may be sold or transferred to anyone or distributed to any beneficiary of That Trust until January 1, 2006, or until five (5) years have elapsed since the death of the last to die of Trustor or Trustor's brother Theodore Rosenberg if the five-year period should elapse before January 1, 2006.
  2. The foregoing period of time is designated as the "Minimum ABM Holding Period". Any trust created pursuant to this Trust Agreement which contains ABM Stock and is scheduled to terminate in whole or in part during the Minimum ABM Holding Period, with distribution free of trust to one or more beneficiaries shall, notwithstanding any other provisions of this Trust Agreement, continue only with respect to such stock on the same terms and conditions, but as if the time for termination did not occur until after the expiration of the Minimum ABM Holding Period. If a beneficiary shall die prior to such termination, such beneficiary's interest shall pass as if the beneficiary had died prior to the

age or time for termination and such interest shall continue to be held, administered and distributed by the Trustees hereunder for the benefit of the beneficiaries thereof. Until expiration of the Minimum ABM Holding Period, no distribution or calculation of principal shall include any ABM Stock or the value thereof.

3. There are no exceptions to the Minimum ABM Holding Period for the sale, transfer or distribution of ABM Stock; however ABM Stock may be sold for cash or exchanged for other stock prior to expiration of the ABM Holding Period, but only if such sale or exchange is:
  - a. in conjunction with the sale or exchange of all or substantially all of the ABM Stock owned by Trustor's brother Theodore Rosenberg and/or The Theodore Rosenberg Trust; or
  - b. in conjunction with the sale or exchange of all or substantially all of the stock of the legal successors to Theodore Rosenberg and/or The Theodore Rosenberg Trust after the death of Theodore Rosenberg.
4. The Minimum ABM Holding Period shall not apply to the proceeds from any such sale or exchange of ABM Stock unless the Trustees determine in their sole and absolute discretion that the voting securities of any other entity received in exchange for ABM Stock constitutes a significant block of stock in such other entity, in which case the Minimum ABM Holding Period shall remain in effect with respect to such other voting securities.
5. Trustor understands that any Trustee who is also a stockholder, director an/or officer of ABM may have conflicting duties and obligations to Any/All Trusts, to other stockholders, directors and officers of ABM, and to other persons interested in ABM. Trustor holds the Trustee

harmless from any action or inaction with regard to ABM by that Trustee and Any/All Trusts related to ABM, both before and after the Minimum ABM Holding Period.

F. T & S REALTY. The following provisions shall apply to T & S Realty Co. which is a California general partnership between This Trust and The Theodore Rosenberg Trust, as applicable, held in any trust subsequent to Trustor's death:

1. Any distributions to or from Any Trust on account of its interest in T & S Realty Co. shall, to the fullest extent deemed practical by the Trustees, be converted into cash, notes or other non-partnership property prior to such distribution. Trustor does not intend that the interests per se of Any Trust in T & S Realty Co. shall be distributed to any beneficiary.
2. In connection with raising funds for estate and any other death taxes, expenses and distributions, Trustor directs that, to the fullest extent deemed practical by the Trustees, other portions of the Trust Estate that are not specifically disposed of or provided for in This Trust Agreement shall be utilized for distributions before obtaining loans or withdrawals from T & S Realty Co., or requiring T & S Realty Co. to sell or refinance any of its real properties.
3. Portions of the Trust Estate that are specifically disposed of or provided for in This Trust Agreement include, but are not limited to, the Outright Gifts and ABM Stock.

## Exhibit B

## VI. SPECIAL PROVISIONS REGARDING CLOSELY HELD BUSINESSES, INCLUDING ABM STOCK, T &amp; S REALTY, 9831 PICO PARTNERS AND OTHERS AND RELATED MATTERS.

A. AGREEMENT WITH SYDNEY J. ROSENBERG AND THE SYDNEY J. ROSENBERG TRUST. Trustor, both individually and as trustor of this trust has entered into an agreement with Sydney J. Rosenberg and the Sydney J. Rosenberg Trust which provides that this Trust and the Sydney J. Rosenberg Trust will both contain this section. The agreement further provides that this section shall not be changed in either Trust during the joint lifetime of Sydney J. Rosenberg and Theodore Rosenberg without the express written consent of both of them. After the death of either of them, this section shall not be changed in either of the Trusts.

B. MATTERS IN COMMON WITH SYDNEY J. ROSENBERG AND THE SYDNEY J. ROSENBERG TRUST. Within the Trust Estate, there are significant interests in ABM, T & S Realty Co., 9831 Pico Partners and other investments that are owned in conjunction with Trustor's brother, namely Sydney J. Rosenberg or The Sydney J. Rosenberg Trust. With regard to those investments and to other matters of mutual interest, Trustor urges the Trustees of All Trusts to act in concert with Sydney J. Rosenberg, the Sydney J. Rosenberg Trust, and the respective successors, trustees and beneficiaries of Sydney J. Rosenberg and the Sydney J. Rosenberg Trust.

C. CONTINUATION OF TRUST. Trustor recognizes that a large portion of the Trust Estate consists of closely-held business interests. The continuation of Any Trusts hereunder is hereby authorized for as long as may be reasonably necessary,

including possibly throughout the period of payment of installments of federal estate tax.

D. UNPRODUCTIVE PROPERTY. Notwithstanding any other provision in this Trust Agreement to the contrary: No beneficiary of Any Trust shall have the power to compel the Trustees of That Trust to make productive or more productive, in terms of ordinary income and/or capital gain, any unproductive or under-productive property held in That Trust, including but not limited to any common stock and or real property. This paragraph is also included in the last Section of this Trust solely to show that this provision not only falls within this Section VI, but also applies to all of the property within the Trust.

E. COMMON STOCK OF ABM OR ITS SUCCESSORS IN INTEREST ("ABM STOCK").

1. Subject only to the exceptions set forth in Subsection VI.E.3. below, no ABM Stock held in Any Trust may be sold or transferred to anyone or distributed to any beneficiary of That Trust until January 1, 2006, or until five (5) years have elapsed since the death of the last to die of Trustor or Trustor's brother Sydney J. Rosenberg if the five-year period should elapse before January 1, 2006.
2. The foregoing period of time is designated as the "Minimum ABM Holding Period". Any trust created pursuant to this Trust Agreement which contains ABM Stock and is scheduled to terminate in whole or in part during the Minimum ABM Holding Period, with distribution free of trust to one or more beneficiaries shall, notwithstanding any other provisions of this Trust Agreement, continue only with respect to such stock on the same terms and conditions, but as if the time for termination did not occur until after the expiration of the Minimum ABM Holding

Period. If a beneficiary shall die prior to such termination, such beneficiary's interest shall pass as if the beneficiary had died prior to the age or time for termination and such interest shall continue to be held, administered and distributed by the Trustees hereunder for the benefit of the beneficiaries thereof. Until expiration of the Minimum ABM Holding Period, no distribution or calculation of principal shall include any ABM Stock or the value thereof.

3. There are no exceptions to the Minimum ABM Holding Period for the sale, transfer or distribution of ABM Stock; however ABM Stock may be sold for cash or exchanged for other stock prior to expiration of the ABM Holding Period, but only if such sale or exchange is:
  - a. in conjunction with the sale or exchange of all or substantially all of the ABM Stock owned by Trustor's brother Sydney J. Rosenberg and/or The Sydney J. Rosenberg Trust; or
  - b. In conjunction with the sale or exchange of all or substantially all of the stock of the legal successors to Sydney J. Rosenberg and/or The Sydney J. Rosenberg Trust after the death of Sydney J. Rosenberg.
4. The Minimum ABM Holding Period shall not apply to the proceeds from any such sale or exchange of ABM Stock unless the Trustees determine in their sole and absolute discretion that the voting securities of any other entity received in exchange for ABM Stock constitutes a significant block of stock in such other entity, in which case the Minimum ABM Holding Period shall remain in effect with respect to such other voting securities.
5. Trustor understands that any Trustee who is also a stockholder, director and/or officer of ABM may have conflicting duties and obligations to Any/All Trusts, to other stockholders, directors and officers of ABM,

and to other persons interested in ABM. Trustor holds the Trustee harmless from any action or inaction with regard to ABM by that Trustee and Any/All Trusts related to ABM, both before and after the Minimum ABM Holding Period.

F. T & S REALTY. The following provisions shall apply to T & S Realty Co. which is a California general partnership between This Trust and The Sydney J. Rosenberg Trust, as applicable, held in any trust subsequent to Trustor's death:

1. Any distributions to or from Any Trust on account of its interest in T & S Realty Co. shall, to the fullest extent deemed practical by the Trustees, be converted into cash, notes or other non-partnership property prior to such distribution. Trustor does not intend that the interests per se of Any Trust in T & S Realty Co. shall be distributed to any beneficiary.
2. In connection with raising funds for estate and any other death taxes, expenses and distributions, Trustor directs that, to the fullest extent deemed practical by the Trustees, other portions of the Trust Estate that are not specifically disposed of or provided for in This Trust Agreement, shall be utilized for distributions before obtaining loans or withdrawals from T & S Realty Co., or requiring T & S Realty Co. to sell or refinance any of its real properties.
3. Portions of the Trust Estate that are specifically disposed of or provided for in This Trust Agreement include, but are not limited to, the Outright Gifts and ABM Stock.