

## AMENDMENT TO SERVICES AGREEMENT

**THIS AMENDMENT TO SERVICES AGREEMENT** (the "Amendment"), effective as of July 1, 2022, is made by and between **Roselle Community Unit School District 12** ("Customer") and **ABM Industry Groups, LLC a successor in interest to GCA Services Group .** ("Contractor") (collectively referred to as "Parties" to this Amendment).

### ***RECITALS:***

- A. **WHEREAS**, the parties have entered into that certain Services Agreement effective July 1, 2016, (referred to herein as the "Agreement"), whereby Customer retained CONTRACTOR to perform various janitorial services as specified in the Agreement; and
- B. **WHEREAS**, the customer also desires to exercise its option for a Renewal Term under the Agreement for July 01, 2022 through June 30, 2023 in accordance with the Agreement, as amended by this Amendment, and
- C. **WHEREAS**, the parties agree this Amendment will take effect July 01, 2022.

**NOW, THEREFORE**, for and in consideration of the mutual promises and undertakings herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term.** This Amendment further serves as the Customers written approval to exercise its option for a Renewal Term of the contract. The section entitled "Term" of this Amendment shall commence as of July 01, 2022, and terminate June 30, 2023 (the "Term"), unless sooner terminated as provided in the Agreement. The Amendment may then be renewed with the terms of the Agreement.

2. **Specifications.** This Amendment will be pursuant to the requirements to be performed in accordance with the Requirements of the Agreement dated July 1, 2016.

3. **Pricing.** The Parties agree to the following pricing increase will be added to the annual contract price. The new price will be Three Hundred Seven-Thousand and Five Hundred Twenty-Nine Dollars and Seventy-Six Cents (\$307,529.76) for the 2022–2023 Year of the Renewal Term, payable in twelve (12) monthly installments during the Renewal Term. All hourly custodial, maintenance, and salaried management will receive and hourly increase of One Dollar and Fifty Cents (\$1.50) per hour effective date of signed agreement.

4. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Amendment, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.

5. **No Default.** Customer and CONTRACTOR hereby acknowledge and agree that, as of the date of this Amendment, neither party is in default or otherwise in breach of the Agreement, and to their best knowledge no facts exist which, with the passage of time, the giving of notice, or both, could become a default or breach of the Agreement.

6. **Counterparts.** This Amendment may be executed in one or more counterparts, and exchanged via facsimile or other electronic transmission, each of which shall for all purposes be deemed to be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have set their hands as of the day and year first above written.

**ROSELLE DISTRICT 12**

**CONTRACTOR ABM**

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

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

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

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

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

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

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

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