

SIXTH AMENDMENT TO SERVICE AGREEMENT

THIS SIXTH AMENDMENT TO SERVICE AGREEMENT (the "Sixth Amendment"), effective as of July 1, 2024, is made by and between **Board of Education of Roselle School District No. 12, DuPage County, Illinois** ("District") and **ABM Industry Groups, LLC** ("Contractor"). ABM and Client are hereinafter referred to as the "Parties" to this Sixth Amendment.

RECITALS:

- A. **WHEREAS**, the Parties have entered into a Service Agreement dated July 1, 2016, which was previously amended effective July 1, 2019, July 1, 2020, July 1, 2021, July 1, 2022, and July 1, 2023 (collectively referred to as the "Agreement"), whereby District retained Contractor to perform various services specified in the Agreement itself; and
- B. **WHEREAS**, the Parties desire to make certain modifications, revisions and amendments to the Agreement itself.

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 state and agree as follows:

1. **Term.** Pursuant to Section 2 of Agreement, the parties mutually agree to extend the Term of the Agreement, which extended term shall commence as of **July 1, 2024** and terminate **June 30, 2025** (the "Term"), unless sooner extended or terminated as provided in the Agreement.
2. **Pricing.** The parties mutually agree to a price modification as set forth in *Attachment A* below.
3. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this Sixth Amendment, all terms, covenants, conditions, and provisions of the Agreement are hereby ratified and reaffirmed, and shall remain in full force and effect.
4. **No Default.** The Parties hereby acknowledge and agree that, as of the date of this Sixth 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.
5. **Counterparts.** This Sixth 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.

**BOARD OF EDUCATION OF ROSELLE
SCHOOL DISTRICT NO. 12, DUPAGE
COUNTY, ILLINOIS**

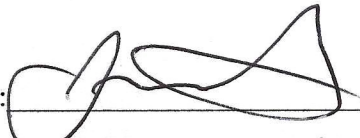
By: _____

Name: _____

Title: _____

Date: _____

ABM INDUSTRY GROUPS, LLC

By:  _____

Name: JAMES A. HINDS

Title: REGION VICE PRESIDENT

Date: 5/13/24

ATTACHMENT A
PRICING

Pricing Effective July 1, 2024 – June 30, 2025

Cost reflects 5% wages increase:

Annual Cost- \$334,974.84

Monthly Cost- \$27,914.57