

Pleasantdale School District 107

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Dr. Catherine Chang, Business Manager • cchang@d107.org

DATE: May 11, 2017
TO: Board of Education
FROM: Catherine Chang
RE: Cleaning Service Renewal – 2017/18

GCA Services Group has provided the district with cleaning services since 1998. I would like to recommend the continued contract extension for the 2017/18 school year. GCA has agreed to a 1.0% increase.

The current cost of GCA is \$208,470.96. With the 1.0% increase, the new contract figure would be \$210,555.67.

Mission

Ensure that each student is a passionate learner empowered with the academic and social skills to responsibly choose and excel in life pursuits.

AMENDMENT TO SERVICES AGREEMENT

THIS SECOND AMENDMENT TO SERVICES AGREEMENT (the “Second Amendment”), effective as of July 1, 2017, is made by and between **Pleasantdale School District 107** (“Customer”) and **GCA Education Services, Inc.** (“GCA”), a Tennessee corporation. Capitalized terms used and not specifically defined in this Third Amendment shall have the meaning ascribed in the Agreement (as defined herein below).

RECITALS:

- A. **WHEREAS**, the parties have entered into that certain Services Agreement (referred to herein as the “Agreement”), whereby Customer retained GCA to perform various janitorial services as specified in the Agreement; and
- B. **WHEREAS**, the parties executed an Amendment effective July 01, 2016 and expiring on June 30, 2017; and
- C. **WHEREAS**, the customer also desires to exercise its option for a Renewal Term under the Agreement for July 01, 2017 through June 30, 2018 in accordance with the Agreement, as amended by this Amendment, and
- D. **WHEREAS**, the parties agree this Amendment will take effect July 01, 2017.

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.** In accordance with Section 39, Annual Contract Price Escalation, of the Agreement, this Third 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, 2017 and terminate June 30, 2018 (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 original Agreement.

3. **Pricing.** The Parties agree that the current annual contract price is Two Hundred Eight Thousand Four Hundred Seventy Dollars and Ninety Six Cents (\$208,470.96) for the 2016 – 2017 contract year. The Customer has agreed to give GCA a 1% CPI increase for the contract year of 2017 – 2018. The new contract price will be, Two Hundred Ten Thousand Five Hundred Fifty Five Dollars and Sixty Seven Cents (\$210,555.67). This new contract price will payable in twelve (12) monthly installments during the Renewal Term.

4. **Ratification.** Except as and to the extent amended, altered, and/or modified as provided in this First 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 GCA hereby acknowledge and agree that, as of the date of this First 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.

**PLEASANTDALE SCHOOL
DISTRICT 107**

GCA EDUCATION SERVICES, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____