

SUPPLEMENT NO. 1 TO CLEANING AND JANITORIAL SERVICES CONTRACT

THIS SUPPLEMENT NO. 1 TO CLEANING AND JANITORIAL SERVICES CONTRACT made and entered into this 25th day of June, 2015, by and between the Oklahoma City Airport Trust ("TRUST") and ISS Facility Services, Inc. ("ISS"),

WITNESSETH:

WHEREAS, Trust holds in trust certain real estate, the property of The City of Oklahoma City ("City"), known as Will Rogers World Airport ("WRWA"), and Wiley Post Airport ("WPA"), predominately located in Oklahoma County, State of Oklahoma, upon which are situated Terminal Buildings, Cargo Buildings, Maintenance Buildings, and other related facilities; and

WHEREAS, the Trust and Contractor entered into a Cleaning and Janitorial Services Contract dated December 20, 2012 to provide cleaning and janitorial services at WRWA and WPA for a two-year term which expires June 30, 2015, as a result of a competitive bid process, hereinafter referred to as "Original Contract;" and

WHEREAS, the Trust solicited bids for cleaning and janitorial services on February 26, 2015, and awarded and entered into a contract with Service Management Systems, Inc. on April 23, 2015; and

WHEREAS, Service Management Systems, Inc. advised of its intent not to provide the services beginning on July 1, 2015, as contracted ("anticipated breach"); and

WHEREAS, the Trust has subsequently requested and ISS has agreed to extend the Contract for one year due to such anticipated breach of Service Management Systems, Inc. based on the following terms and conditions, to minimize further possible damage to the Trust and providing sufficient time to the Trust to rebid the cleaning and janitorial services; and

WHEREAS, the parties agree that said Original Agreement and this Supplement No. 1 to Cleaning and Janitorial Services Contract will hereinafter be referred to as "Contract."

NOW, THEREFORE, in consideration of the mutual obligations, covenants and representations hereinafter set forth, it is mutually agreed by the parties hereto that the TRUST retains ISS according to the terms of this Supplement No. 1, as follows, to wit:

1. It is hereby agreed that Article 3 – Term is extended for only a one-year period commencing July 1, 2015, and ending June 30, 2016 without any further options to renew.
2. Commencing July 1, 2015, Article 2 – Compensation is hereby amended by the

insertion of Paragraph G as follows:

"G. ONE YEAR EXTENSION PERIOD: In lieu of any payments under paragraphs A (1-13) or paragraph B to this Article, the annual compensation for Stations One through Seventeen shall be one million three hundred eleven thousand one hundred sixty-eight dollars (\$1,311,168) during the one-year extension as the total compensation owed to Contractor for all labor, services, supplies, and consumables, or other work or materials furnished for this Contract as further defined in these specifications. Annual compensation shall be paid to Contractor monthly in an amount equal to 1/12th of the total annual compensation less any vacant areas occurring after July 1, 2015."

3. With respect to the onsite Consolidated Rental Car Facility (ConRAC) that the parties expect to be opened during the term of this extension, Contractor and the Trust shall mutually agree as to the price to be charged by Contractor and paid by the Trust for the services.
4. Contractor shall be afford a thirty (30) day grace period from July 1, 2015 before Trust shall consider any deductions from monthly payments for non-performance pursuant to Paragraph F of Article 2. However, Contractor shall utilize best efforts to meet the performance standards and cleaning schedule during the grace period.
5. It is understood and agreed by the Trust and ISS that, except as amended by this Supplement No. 1 to Cleaning and Janitorial Services Contract, all terms and conditions of the Original Agreement except for any options to renewal shall remain in full force and effect to the extent they are not in conflict with any provision contained in this Supplement, and the recitals and provisions of this Supplement No. 1 to Cleaning and Janitorial Services Contract shall become a part of the Original Contract as if fully written therein and known herein as the "Contract."

IN WITNESS WHEREOF, the parties hereto have set their hands to this Supplement No. 1 to Cleaning and Janitorial Services Contract as of the day and year first above written.

ATTEST: (SEAL)

ISS FACILITY SERVICES, INC.

Signature

Signature

Print Name/Title

Print Name/Title

APPROVAL RECOMMENDED:

OKLAHOMA CITY AIRPORT TRUST


Director of Airports



Chairman

ATTEST: (SEAL)


Trust Secretary



REVIEWED for form and legality.


Assistant Municipal Counselor/
Attorney for the Trust

CONCURRED by the City Council and signed by the Mayor of the City of
Oklahoma City this 7th day of July, 2015.

ATTEST:


City Clerk




MAYOR