

#### **CONTRACT AMENDMENT # 5**

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#### **CONTRACT NO. 18-0117**

#### FOR

#### **JANITORIAL SERVICES**

#### BY AND BETWEEN

#### **S K B FACILITIES AND MAINTENANCE, INC.**

**THIS AMENDMENT NUMBER 5** is made and entered into this 6<sup>th</sup> day of April 2021, by and between Memphis-Shelby County Airport Authority, a body politic and corporate, organized and existing under and by virtue of the laws of the State of Tennessee ("Authority"), and S K B Facilities and Maintenance, Inc. ("Company" or "Contractor"). Authority and Company may sometimes be referred to herein individually as "Party" or collectively as "Parties".

#### WITNESSETH:

**WHEREAS**, Authority and Company entered into Contract No. 18-0117 for Janitorial Services on May 1, 2018, and is referred to herein as the "Contract;" and

WHEREAS, Authority and Company desire to amend the Contract as set forth herein.

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements contained herein, Authority and Company agree to amend the Contract as follows:

1. Section 3, TERM AND RENEWAL, shall be deleted entirely and replaced with the following:

The initial term of this Contract shall be for a period of one (1) year commencing on the start date of the Contract ("Contract Term"). The Authority, in its sole discretion, reserves the option to extend the Contract Term for three (3) additional periods of one (1) year each ("Renewal Terms") by giving written notice to the Company at least ninety (90) days before the expiration of the Contract Term or any Renewal Term. At the sole option of the Authority, the Contract may be extended on a month to month basis at the end of the three (3) option periods. The Contract shall be amended to reflect any negotiated and agreed upon Compensation for any such extension of this Contract.

## Memphis-Shelby County Airport Authority Memphis, Tennessee



| 2. EXH                  | IBIT A, Section 1.2, De  | escription of     | Included Facilities, a | dd the following:                |                |
|-------------------------|--|-------------------|------------------------|----------------------------------|----------------|
| Level                   | Description Facility   | Square<br>Footage | Hours of Operation     | Janitorial Hours of<br>Operation | Secure<br>Area |
| Public Space            |  |                   |                        |                                  |                |
| Modernized<br>Concourse | Public areas, stairwells,<br>restrooms, elevators,<br>and moving sidewalks | 377,791           | 24/7                   | 24/7                             | х              |

#### 3. EXHIBIT A, Section 1.3, Public Restroom Inventory, add the following:

| Restroom<br>ID/Location | Туре     | Toilets | Urinals | Sinks | Hand towel<br>Dispensers | Soap<br>Dispensers |
|-------------------------|----------|---------|---------|-------|--------------------------|--------------------|
| Gate 4                  | Women    | 17      | -       | 7     | 7                        | 7                  |
| Gate 4                  | Men      | 5       | 10      | 7     | 7                        | 7                  |
| Gate 4                  | Family   | 1       | -       | 1     | 1                        | 1                  |
| Gate 4                  | Mother's | -       | -       | 1     | 1                        | 1                  |
| Rotunda                 | Women    | 10      | -       | 6     | 6                        | 6                  |
| Rotunda                 | Men      | 4       | 6       | 6     | 6                        | 6                  |
| Gate 10                 | Women    | 17      | -       | 7     | 7                        | 7                  |
| Gate 10                 | Men      | 5       | 10      | 7     | 7                        | 7                  |
| Gate 10                 | Family   | 1       | -       | 1     | 1                        | 1                  |
| Gate 10                 | Mother's | -       | -       | 1     | 1                        | 1                  |
| Gate 13                 | Women    | 19      | -       | 7     | 7                        | 7                  |
| Gate 13                 | Men      | 5       | 10      | 7     | 7                        | 7                  |
| Gate 13                 | Family   | 1       | -       | 1     | 1                        | 1                  |
| Gate 13                 | Mother's | -       | -       | 1     | 1                        | 1                  |



4. EXHIBIT A, Section 1.4 Base Services, add the following:

#### **Restrooms Deep Cleaning**

Shall be completed once (1) daily by means of chemically neutralizing and disinfecting all restroom fixtures and apertures. Services can either be performed manually or mechanically so long as the restroom has been satisfactorily disinfected.

#### High-Touchpoint Cleaning

Shall be completed once (1) daily by chemically cleaning and disinfecting either by rag or electrostatic mechanical systems to include areas of high touch, but not limited to handrails, door knobs, arm rest, counters, podiums, and ledges.

#### Waste Disposal

Trash will be removed daily, as needed, when containers are no more than  $\frac{1}{2}$  full of waste. Trash will be disposed of in designated areas and will not be allowed to be stacked in any public use space.

#### Modernized Concourse Window Cleaning

Will be completed on "as needed" basis and will include the same scope of work be completed that is already established within the contract scope of work. Work will be completed interior/exterior in a manner that will not interfere with passenger flow or aircraft operations. Work will be quoted and billed at an hourly rate of \$25.00 per hour, per employee.

- 5. Exhibit B, Schedule of Compensation/ Conflicts of Interest, shall add a Year 4 with a total cost of \$1,759,900.00 in column D.
- 6. EXHIBIT B, Hourly Rates for Single-Occasion Work, add the following:

|        | Janitor | Traveling<br>Waxer/Shampooer | Window Cleaner |  |
|--------|---------|------------------------------|----------------|--|
| Year 4 | \$25.00 | \$25.00                      | \$25.00        |  |

7. All other terms and conditions of the Contract and any subsequent amendments shall remain in effect as they are currently stated.

### Memphis-Shelby County Airport Authority Memphis, Tennessee



**IN WITNESS WHEREOF**, the signatures of the respective Parties by their duly authorized Representatives on the day and year first above written.

#### MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY

#### S K B FACILITIES & MAINTENANCE, INC.

Scott A Brockman By: \_\_\_\_

Scott A. Brockman, A.A.E. President and C.E.O.

*Shone Вулим* Ву: <u>Shone Bynum (Apr 9, 2021 1</u>2:15 CDT)

Approved as to Content:

*Terry Blue* By: Terry Blue (Apr 9, 2021 16:18 CDT)

> Terry Blue, A.A.E. Vice President of Operations

By: Phillip Florey (Apr 9, 2021 12:17 CDT)

Phil Florey Director of Maintenance

#### Approved as to Form and Legality:

By: Janet Shipman (Apr 6, 2021 12:43 CDT)

Janet Shipman Associate Airport Counsel

# 18-0117 Janitorial Services-SKB-Amendment 5

Final Audit Report

2021-04-09

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