

HILLSBOROUGH COUNTY AVIATION AUTHORITY

AMENDMENT NO. 1 TO

CONTRACT FOR JANITORIAL SERVICES

AT TAMPA INTERNATIONAL AIRPORT

FLAGSHIP AIRPORT SERVICES, INC.

Board Date: August 11, 2022

HILLSBOROUGH COUNTY AVIATION AUTHORITY
AMENDMENT NO. 1 TO
CONTRACT FOR JANITORIAL SERVICES

THIS AMENDMENT NO. 1 to the Contract for Janitorial Services (Contract) dated June 4, 2020, by and between Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida (Authority), and Flagship Airport Services, Inc. (Company), is entered into this 11 day of August, 2022.

WITNESSETH:

WHEREAS, on June 4, 2020, Authority and Company entered into the Contract for Janitorial Services to provide certain janitorial services; and

WHEREAS, Authority and Company desire to update the fees and payments section as a result of severe staffing shortages and supply chain issues; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Contract is amended as follows:

1. Delete ARTICLE 1, CONTRACT, Section 1.01 Definitions, Paragraph S, in its entirety and replace with the following:

S. Vice President of Maintenance: Authority's senior-level executive responsible for all matters regarding Airport maintenance.

2. Delete ARTICLE 2, SCOPE OF WORK, in its entirety and replace with the following:

Company agrees to provide the Services as set forth in Exhibit A, Scope of Work. Services will be performed only at the direction of the Vice President of Maintenance or designee.

Authority may require deletions or additions to Exhibit A, Scope of Work, including short-term requirements for the performance of Extra Work. All such changes will be done by written Work Order, in a form acceptable to Authority and signed by the Vice President of Maintenance or designee. Upon receipt of an Authority approved written Work Order, Company will perform the work or Extra Work.

3. Delete ARTICLE 4, FEES AND PAYMENTS, Section 4.01 Pay Application, Paragraph D, in its entirety and replace with the following:

New locations, Extra Work and changes in work may be added or deleted only by Authority approved Work Order. Any Extra Work, changes in work, or new locations shall

be services at rates listed in the tables below. Company will enter the following applicable rates in the Pay Application to calculate the monthly payment.

1. Routine Public Cleaning Rate

Charges will be paid based on the fixed rate per Cleanable Square Footage as listed below.

| Contract Year | Routine Public Cleaning Rate |
|---------------------|------------------------------|
| 1 | \$0.4000 |
| 2 | \$0.4100* |
| 3 | \$0.4900 |
| 4 | \$0.5023 |
| 5 | \$0.5149 |
| Renewal Option Year | |
| 1 | \$0.5278 |
| 2 | \$0.5410 |
| 3 | \$0.5545 |

*Note: The rate for the months of August and September of Contract Year 2 will increase to \$0.4900.

2. Routine Non-Public Cleaning Rate

Charges will be paid based on the fixed rate per Cleanable Square Footage as listed below.

| Contract Year | Routine Non-Public Cleaning Rate |
|---------------------|----------------------------------|
| 1 | \$0.0700 |
| 2 | \$0.0718* |
| 3 | \$0.0800 |
| 4 | \$0.0820 |
| 5 | \$0.0841 |
| Renewal Option Year | |
| 1 | \$0.0862 |
| 2 | \$0.0884 |
| 3 | \$0.0906 |

*Note: The rate for the months of August and September of Contract Year 2 will increase to \$0.08000.

3. Project Cleaning Rate

Charges will be paid based on the fixed rate per Cleanable Square Footage as listed below.

| Contract Year | Routine Project Cleaning Rate |
|---------------------|-------------------------------|
| 1 | \$0.1300 |
| 2 | \$0.1333* |
| 3 | \$0.1973 |
| 4 | \$0.2022 |
| 5 | \$0.2073 |
| Renewal Option Year | |
| 1 | \$0.2125 |
| 2 | \$0.2178 |
| 3 | \$0.2232 |

*Note: The rate for the months of August and September of Contract Year 2 will increase to \$0.1973.

4. Extra Work Rate

Extra Work hours will be paid on a fixed hourly labor rate as listed below. Company and Authority will negotiate the number of hours required for accomplishment of the requested Extra Work, and any additional supplies and/or equipment. If the terms are acceptable to Company and Authority, Authority will issue and Extra Work Order to be signed by the Site Manager or designee and Authority's Vice President of Maintenance or designee. Completed Extra Work Orders with associated actual cost receipts will be included in the monthly Pay Application.

| Contract Year | Extra Work Rate |
|---------------------|-----------------|
| 1 | \$17.90 |
| 2 | \$18.35* |
| 3 | \$21.03 |
| 4 | \$21.56 |
| 5 | \$22.10 |
| Renewal Option Year | |
| 1 | \$22.65 |
| 2 | \$23.22 |
| 3 | \$23.80 |

*Note: The rate for the months of August and September of Contract Year 2 will increase to \$21.03.

5. Supplies Rate

Charges will be based on a rate multiplied by the estimated monthly Total Passengers per the four Airside Terminals. The rates are listed in the table below. Payment for Supplies will be reconciled quarterly to correct for actual Total Passenger counts from reports available retroactively.

| Contract Year | Supplies Fixed Rate |
|---------------|---------------------|
| 1 | \$0.0500 |
| 2 | \$0.0513* |
| 3 | \$0.0588 |

*Note: The rate for the months of August and September of Contract Year 2 will increase to \$0.0588.

a. The adjustment procedures for Contract Years 4 and 5 and Renewal Option Years 1 through 3 will be as follows:

1. Company and Authority will meet prior to the end of each Contract year to establish the new supplies rate based on the changes in the designated index.
2. Documentation must be submitted at least thirty (30) calendar days prior to the renewal effective date. Any increases or decreases to the Supplies Rate will be based on the change in the Consumer Price Index (CPI) published by the Bureau of Statistics of the United States Department of Labor > Western Consumer Price Index > Consumer Price Index for All Urban Consumers (CPI-U) > WPU58G for the most recent month of March (final version). Authority will review the appropriate annual data based on the following formula:

| | |
|---------------------------------|--------------|
| CPI for current period: | 245.609 |
| Less CPI for previous period: | 242.339 |
| Equals Index point change: | 3.27 |
| Divided by previous period CPI: | 242.339 |
| Equals: | 0.0135 |
| Results multiplied by 100: | 0.0135 x 100 |
| Equals percent change: | 1.35% |

3. Upon review and analysis of the increase or decrease in the Supplies Rate, the Authority will notify Company of any adjustment in writing through letter by the Vice President of Maintenance without formal amendment to the Contract.
4. Should the index referred to above be discontinued, or should be the basis of their calculation be modified, an alternative index will be selected by mutual agreement of the parties to this Contract.

4. Delete ARTICLE 4, FEES AND PAYMENTS, Section 4.04 Place of Payment, in its entirety and replace with the following:

Payments, reports and statements required by this Contract shall be delivered to:

Hillsborough County Aviation Authority
Attn: Vice President of Maintenance
Post Office Box 22287
Tampa, FL 33622

5. Delete EXHIBIT A, SCOPE OF WORK, Section 1.01 Authority Rights and Responsibilities, Paragraph A. Authority Rights, Number 12, in its entirety and replace with the following:

12. Require the immediate termination of any Personnel as determined by the Vice President of Maintenance, including the immediate termination/replacement of the Site Manager. Company will appoint an Authority approved interim Site Manager replacement until a permanent replacement is identified by Company and approved by Authority.

6. Delete EXHIBIT A, SCOPE OF WORK, Section 1.02 Contract Manager, Paragraph F, in its entirety and replace with the following:

F. Reporting any issue that cannot be resolved with Company to the Vice President of Maintenance for final determination.

7. Delete EXHIBIT A, SCOPE OF WORK, Section 1.03 Company Responsibilities, Paragraph C, Site Manager in its entirety and replace with the following:

Company has designated Antonio Parreira as the Site Manager as defined in Article 1, Contract, Section 1.01, Definitions (NN) of this Contract. Company must not remove such Site Manager from overseeing and managing the janitorial services, provided that the removal of the Site Manager due to incapacity, voluntary termination, or termination due to just cause will not constitute a violation of this Contract. Authority will require that, at a minimum, any proposed replacement have equal or greater qualifications and experience as the Site Manager being replaced. Company will not make any changes of the Site Manager until written notice is made to and approved by Authority's Vice President of Maintenance.

8. Except as provided herein, all other terms and conditions of the Contract remain in full force and effect and are hereby ratified and confirmed. The Contract and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this _____ day of August 20__.

**HILLSBOROUGH COUNTY AVIATION
AUTHORITY**

ATTEST: _____
Jane Castor, Secretary

BY: _____
Gary W. Harrod, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:
BY: _____
Elita McMillon, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Gary W. Harrod, in the capacity of Chairman of the Board of Directors, and Jane Castor, in the capacity of Secretary of the Board of Directors, HILLSBOROUGH COUNTY AVIATION AUTHORITY, an independent special district under the laws of the State of Florida, on its behalf. They are personally known to me and they did not take an oath.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

FLAGSHIP AIRPORT SERVICES, INC.

Signed in the Presence of:

BY:

Witness

Signature

Printed Name

Title

Witness

Printed Name

Printed Name

Printed Address

FLAGSHIP AIRPORT SERVICES, INC.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by

_____ in the capacity of _____,
(Individual's Name) (Individual's Title)

at _____, a _____, on its behalf _____
(Company Name) (He is / She is)

_____ known to me and has produced _____
(Personally / Not Personally) (Form of Identification)

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)