

56322
040968

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

I. PARTIES

A. Address

THIS AGREEMENT FOR FACILITY MAINTENANCE AND REPAIR SERVICES ("Agreement") is made by and between the CITY OF HOUSTON, TEXAS ("City"), a municipal corporation, and TDIndustries, Ltd. ("Contractor"), a Texas limited partnership, whose general partner is TDIndustries, LLC, a Delaware limited liability company doing business in Texas.

The initial addresses of the parties, which one party may change by giving written notice to the other party, are as follows:

<u>City</u>	<u>Contractor</u>
Director, Convention and Entertainment Facilities Department or Designee City of Houston P.O. Box 61469 Houston, Texas 77208	Mr. William O. Parten, VPGM TDIndustries, Ltd. 13850 Diplomat Drive Dallas, Texas 75234 (972) 888-9447

The Parties agree as follows:

B. Table of Contents

This Agreement consists of the following sections:

TABLE OF CONTENTS

	Page No.
I. PARTIES.....	1
A. Address	1
B. Table of Contents.....	1
C. Controlling Parts	4
D. Signatures.....	5
II. DEFINITIONS.....	6
III. DUTIES OF CONTRACTOR.....	9
A. Scope of Services.....	9
B. Coordinate Performance	9
C. Payment of Subcontractors	9
D. Release	10
E. Indemnification.....	10
F. Indemnification (Patent, Copyright, Trademark, and Trade Secret Infringement).....	11
G. Indemnification Procedures	12
H. Insurance	13
I. Licenses and Permits.....	17
J. Compliance with Laws	17
K. Compliance with Equal Opportunity Ordinance.....	17
L. MWBE Compliance.....	17
M. Performance Bond	18
N. Drug Abuse Detection and Deterrence	18
O. Warranties.....	19
IV. DUTIES OF CITY.....	20
A. Payment Terms	20
B. Taxes.....	22
C. Method of Payment - Disputed Payments	22
D. Limit of Appropriation.....	22
E. Special Services	24
F. Additions and Deletions.....	26
V. TERM AND TERMINATION	26
A. Agreement Term	26
B. Renewals	26
C. Time Extensions.....	28
D. Termination for Convenience by City	28
E. Termination for Cause	29
F. Termination for Cause by Contractor	30

VI. MISCELLANEOUS.....	30
A. Independent Contractor.....	30
B. Force Majeure.....	30
C. Severability.....	31
D. Entire Agreement.....	31
E. Written Amendment.....	32
F. Applicable Laws.....	32
G. Notices.....	32
H. Captions.....	32
I. Non-Waiver.....	33
J. Inspections and Audits.....	33
K. Enforcement.....	33
L. Ambiguities.....	33
M. Survival.....	34
N. Risk of Loss.....	34
O. Parties In Interest.....	34
P. Successors and Assigns.....	34
Q. Business Structure and Assignments.....	34
R. Remedies Cumulative.....	35

EXHIBITS

- A. Scope of Services**
- B. Portfolio Composition Summary**
- C. Services to be provided by Asset (Functional Matrix)**
- D. Service Level Agreements**
- E. Equipment Lists**
- F. Performance Report Card**
- G. Contractor's Employee Benefits**
- H. Pricing**
- I. Mayor's Drug Policy Forms**
 - Section A: Drug Policy Compliance Agreement**
 - Section B: Drug Policy Compliance Declaration**
 - Section C: Certification of No Safety Impact Positions**
- J. Equal Employment Opportunity**
- K. MWBE Subcontract Terms**
- L. Performance Bond**
- C. Controlling Parts**

If a conflict among the Agreement sections and exhibits arises, the Agreement sections control over the exhibits.

D. Signatures

The Parties have executed this Agreement in multiple copies, each of which is an original.

ATTEST/SEAL:

TDINDUSTRIES, LTD.

By: 
Name: Harold Mac Dowell
Title: Managing Director

By: 
Name: William O. Parten
Title: Vice President and General Manager

ATTEST/SEAL:

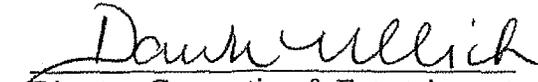
CITY OF HOUSTON, TEXAS

City Secretary

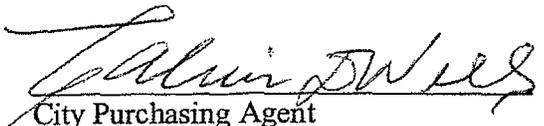
Mayor

APPROVED:

COUNTERSIGNED BY:


Director, Convention & Entertainment
Facilities Department

City Controller


City Purchasing Agent

APPROVED AS TO FORM:

DATE COUNTERSIGNED:

Sr. Assistant City Attorney
L.D. File No.

II. DEFINITIONS

As used in this Agreement, the following terms have the meanings set out below:

"Agreement" means this contract between the Parties, including all exhibits and any written amendments authorized by City Council and Contractor.

"Approved Budget" is defined in Exhibit "H."

"At-risk Management Fee" is defined in Exhibit "H."

"Base Management Fee" is defined in Exhibit "H."

"City" is defined in the preamble of this Agreement and includes its successors and assigns.

"City Purchasing Agent" is defined as the person or duly authorized successor, authorized in writing to act for the City. The term includes, except as otherwise provided in this Agreement, the authorized representative of the City Purchasing Agent acting within the limits of delegated authority.

"Contractor" is defined in the preamble of this Agreement and includes its successors and assigns.

"Countersignature Date" means the date shown as the date countersigned by the City Controller on the signature page of this Agreement.

"Department" (or "C&E") means the City of Houston Convention and Entertainment Facilities Department or its successor department.

"Director" means the Director of the Convention and Entertainment Facilities Department, or the person he or she designates.

"Documents" mean notes, manuals, notebooks, plans, computations, databases, tabulations, exhibits, reports, underlying data, charts, analyses, maps, letters, models, forms,

photographs, the original tracings of all drawings and plans, and other work products (and any modifications or improvements to them) that Contractor prepares or provides under this Agreement.

"Equipment" generally means mechanical and electrical machinery and apparatus including, but not limited to, controls, direct digital controllers (DDC), facility management system, chillers, boilers, cooling towers, chilled and condenser water pumps, and related electrical switchboards and motor control centers, plus major parts of the above including compressors, speed reducers and increasers, motors, heat exchangers and systems components, and appurtenances. The definition of "Equipment" includes, but is not limited to, those items listed in Exhibit "E."

"Equipment Failure" means that the Equipment, or Equipment major parts, components and appurtenances cannot be repaired due to its failure, and that replacement is required for the restoration of the system to First Class Condition.

"Facilities" includes the George R. Brown Convention Center ("GRBCC"), the Wortham Theater Center, Jesse H. Jones Hall for the Performing Arts, the Houston Center for the Arts, Albert Thomas Office at Bayou Place, Talento Bilingue de Houston located at 333 South Jensen, and the Albert Thomas West Hall underpass. Services for the Albert Thomas Office at Bayou Place and the underpass on Bagby Street (between Bayou Place and the Albert Thomas West Hall) are limited to maintenance of luminaires, ballasts and fixtures. The Facilities operate seven days a week, including nights, weekends, and holidays. Facilities may be added or deleted from the above list upon Contractor's receipt of written notice from the Director.

"Facility Manager" means the Department's manager for any of the Facilities, as defined herein, or their respective designees, each of whom shall be the Facility Manager for purposes of the Agreement as to the Facilities or properties which each manages for the Department.

"First Class Condition", in relation to the original systems and Equipment, means operating in accordance with required conditions, and performing the functions intended within manufacturer's tolerances or required practice for close, safe, predictable, dependable performance. In relation to replacement parts and materials, "first class" shall mean of equal or better quality than installed during the original construction.

"Fountains" means Sesquicentennial Park I Fountains (2 fountains), Jones Hall Courtyard Fountain, the Houston Center for the Arts Courtyard Fountain, the Preston Street Cotswold Fountains (12 fountains), and the Jones Plaza fountain. Additional fountains may be added to the Contractor's responsibilities at a later date, upon Contractor's receipt of written notice from the Director. Contractor shall charge the same rates for additional fountain maintenance as are specified in this Agreement.

"Parking Facilities" means parking lots at the George R. Brown Convention Center, including the Super Block parking lots; Theater District Parking Garage, including adjacent tunnels; Surface parking lots C and H; City Hall Annex Parking Garage; The Houston Center for the Arts parking lot; and Fannin Garage. The Theater District Garage operates 24 hours per day.

"Parks" means Jones Plaza, Sesquicentennial Parks I and II, Fish Plaza, Sweeney Clock, The Houston Center for the Arts Courtyard, Root Memorial Square Park, and the Super Block. Use of the term "Parks" is for definitional purposes only and shall not be construed as an acknowledgement that any property included therein is a park, as defined by State or local law, or as a dedication of any such property as a park. Root Memorial Square Park is the block

surrounded by Clay, Bell, Austin and La Branch streets. The Super Block is the entirety of the oversized city block directly across the Avenida de las Americas from the GRBCC.

“Parties” mean all the entities set out in the Preamble who are bound by this Agreement.

“Performance Report Card” means the spreadsheets depicted in Exhibit “F,” which shall be used to evaluate Contractor’s performance throughout the Agreement.

“Quarter(s)” means the three-month period(s) ending every December 31, March 31, June 30, and September 30 during the Agreement Term, including any Renewal Term.

“Service Level Agreements” (“SLA(s)”) means the agreements set forth in Exhibit “D.”

III. DUTIES OF CONTRACTOR

A. Scope of Services

In consideration of the payments specified in this Agreement, Contractor shall provide all labor, materials, tools, and supervision necessary to perform the services described in Exhibit "A" and subsequent exhibits.

B. Coordinate Performance

Contractor shall coordinate its performance with the Director and other persons that the Director designates. Contractor shall promptly inform the Director and other person(s) of all significant events relating to the performance of this Agreement.

C. Payment of Subcontractors

Contractor shall make timely payments to all persons and entities supplying labor, materials, or equipment for the performance of this Agreement. CONTRACTOR SHALL DEFEND AND INDEMNIFY THE CITY FROM ANY CLAIMS OR LIABILITY ARISING OUT OF CONTRACTOR'S FAILURE TO MAKE THESE PAYMENTS. Contractor shall

submit disputes relating to payment of MWBE subcontractors to arbitration in the same manner as any other disputes as provided for in Exhibit "K."

D. RELEASE

CONTRACTOR AGREES TO AND SHALL RELEASE THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL LIABILITY FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT, EVEN IF THE INJURY, DEATH, DAMAGE, OR LOSS IS CAUSED BY THE CITY'S SOLE OR CONCURRENT NEGLIGENCE AND/OR THE CITY'S STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY.

E. INDEMNIFICATION

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY:

- (1) CONTRACTOR'S AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS'**

(COLLECTIVELY IN NUMBERED PARAGRAPHS 1-3, "CONTRACTOR") ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS;

- (2) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT; AND
- (3) THE CITY'S AND CONTRACTOR'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER CONTRACTOR IS IMMUNE FROM LIABILITY OR NOT.

CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY HARMLESS DURING THE TERM OF THIS AGREEMENT AND FOR FOUR YEARS AFTER THE AGREEMENT TERMINATES. CONTRACTOR'S INDEMNIFICATION IS LIMITED TO \$500,000 PER OCCURRENCE. CONTRACTOR SHALL NOT INDEMNIFY THE CITY FOR THE CITY'S SOLE NEGLIGENCE.

F. INDEMNIFICATION (PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET INFRINGEMENT)

CONTRACTOR AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") FROM ALL CLAIMS OR CAUSES OF ACTION BROUGHT AGAINST THE CITY ALLEGING THAT THE CITY'S USE OF ANY EQUIPMENT, SOFTWARE, PROCESS, OR DOCUMENTS CONTRACTOR FURNISHES DURING THE TERM OF THIS AGREEMENT INFRINGES ON A PATENT, COPYRIGHT, OR TRADEMARK, OR

MISAPPROPRIATES A TRADE SECRET. CONTRACTOR SHALL PAY ALL COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS, AND INTEREST) AND DAMAGES AWARDED.

CONTRACTOR SHALL NOT SETTLE ANY CLAIM ON TERMS WHICH PREVENT THE CITY FROM USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS WITHOUT THE CITY'S PRIOR WRITTEN CONSENT.

WITHIN 60 DAYS AFTER BEING NOTIFIED OF THE CLAIM, CONTRACTOR SHALL, AT ITS OWN EXPENSE, EITHER (1) OBTAIN FOR THE CITY THE RIGHT TO CONTINUE USING THE EQUIPMENT, SOFTWARE, PROCESS, AND DOCUMENTS OR, (2) IF BOTH PARTIES AGREE, REPLACE OR MODIFY THEM WITH COMPATIBLE AND FUNCTIONALLY EQUIVALENT PRODUCTS. IF NONE OF THESE ALTERNATIVES IS REASONABLY AVAILABLE, THE CITY MAY RETURN THE EQUIPMENT, SOFTWARE, OR DOCUMENTS, OR DISCONTINUE THE PROCESS, AND CONTRACTOR SHALL REFUND THE PURCHASE PRICE.

G. Indemnification Procedures

(1) Notice of Claims. If the City or Contractor receives notice of any claim or circumstances which could give rise to an indemnified loss, the receiving party shall give written notice to the other party within 10 days. The notice must include the following:

- (a) a description of the indemnification event in reasonable detail,
- (b) the basis on which indemnification may be due, and
- (c) the anticipated amount of the indemnified loss.

This notice does not estop or prevent the City from later asserting a different basis for indemnification or a different amount of indemnified loss than that indicated in the initial notice.

If the City does not provide this notice within the ten-day period, it does not waive any right to indemnification except to the extent that Contractor is prejudiced, suffers loss, or incurs expense because of the delay.

(2) Defense of Claims

(a) Assumption of Defense. Contractor may assume the defense of the claim at its own expense with counsel chosen by it that is reasonably satisfactory to the City. Contractor shall then control the defense and any negotiations to settle the claim. Within 10 days after receiving written notice of the indemnification request, Contractor must advise the City as to whether or not it will defend the claim. If Contractor does not assume the defense, the City shall assume and control the defense, and all defense expenses constitute an indemnification loss.

(b) Continued Participation. If Contractor elects to defend the claim, the City may retain separate counsel to participate in (but not control) the defense and to participate in (but not control) any settlement negotiations. Contractor may settle the claim without the consent or agreement of the City, unless it (i) would result in injunctive relief or other equitable remedies or otherwise require the City to comply with restrictions or limitations that adversely affect the City, (ii) would require the City to pay amounts that Contractor does not fund in full, (iii) would not result in the City's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

H. Insurance

Contractor shall maintain in effect certain insurance coverage, which is described as follows:

(1) Risks and Limits of Liability. Contractor shall maintain the following coverages and limits of liability:

(Coverage)

(Limit of Liability)

Workers' Compensation

Statutory for Workers' Compensation

Employer's Liability

Bodily Injury by accident \$500,000 (each accident)
Bodily Injury by Disease \$500,000 (policy limit)
Bodily Injury by Disease \$500,000 (each employee)

Commercial General Liability:
Including Broad Form Coverage,
Contractual Liability, Bodily and
Personal Injury, and Completed
Operations

Bodily Injury and Property
Damage, Combined Limits of
\$500,000 each Occurrence
and \$1,000,000 aggregate

Automobile Liability Insurance
(for vehicles Contractor
uses in performing under this
Agreement, including Employer's
Non-Ownership and Hired Auto
Coverage)

\$1,000,000 combined single limit
per occurrence

Defense costs are excluded from the face amount of the policy.

Aggregate Limits are per 12-month policy period
unless otherwise indicated.

- (2) Form of Policies. The Director may approve the form of the insurance policies, but nothing the Director does or fails to do relieves Contractor from its duties to provide the required coverage under this Agreement. The Director's actions or inactions do not waive the City's rights under this Agreement.
- (3) Issuers of Policies. The issuer of any policy shall have a Certificate of Authority to transact insurance business in Texas or have a Best's rating of at least B+ and a Best's Financial Size Category of Class VI or better, according to the most current edition Best's Key Rating Guide, Property-Casualty United States.
- (4) Insured Parties. Each policy, except those for Workers' Compensation and Employer's Liability, must name the City (and its officers, agents, and employees)

as Additional Insured parties on the original policy and all renewals or replacements.

- (5) Deductibles. Contractor shall be responsible for and bear any claims or losses to the extent of any deductible amounts and waives any claim it may have for the same against the City, its officers, agents, or employees.
- (6) Cancellation. Each policy must state that it may not be canceled, materially modified, or nonrenewed unless the insurance company gives the Director 30 days' advance written notice. Contractor shall give written notice to the Director within five days of the date on which total claims by any party against Contractor reduce the aggregate amount of coverage below the amounts required by this Agreement. In the alternative, the policy may contain an endorsement establishing a policy aggregate for the particular project or location subject to this Agreement.
- (7) Subrogation. Each policy must contain an endorsement to the effect that the issuer waives any claim or right of subrogation to recover against the City, its officers, agents, or employees.
- (8) Endorsement of Primary Insurance. Each policy, except Workers' Compensation, must contain an endorsement that the policy is primary to any other insurance available to the Additional Insured with respect to claims arising under this Agreement.
- (9) Liability for Premium. Contractor shall pay all insurance premiums, and the City shall not be obligated to pay any premiums.

(10) Subcontractors. Contractor shall require all subcontractors to carry insurance naming the City as an additional insured and meeting all of the above requirements except amount. The amount must be commensurate with the amount of the subcontract, but in no case less than \$500,000 per occurrence. Contractor shall provide copies of insurance certificates to the Director if requested.

(11) Proof of Insurance.

(a) On the Effective Date and at any time during the Term of this Agreement, Contractor shall furnish the Director with Certificates of Insurance, along with an Affidavit from Contractor confirming that the Certificates accurately reflect the insurance coverage maintained. If requested in writing by the Director, Contractor shall furnish the City with certified copies of Contractor's actual insurance policies.

(b) Contractor shall continuously and without interruption, maintain in force the required insurance coverages specified in this Section. If Contractor does not comply with this requirement, the Director, at his or her sole discretion, may

- (1) immediately suspend Contractor from any further performance under this Agreement and begin procedures to terminate for default, or
- (2) purchase the required insurance with City funds and deduct the cost of the premiums from amounts due to Contractor under this Agreement.

The City shall never waive or be estopped to assert its right to terminate this Agreement because of its acts or omissions regarding its review of insurance documents.

(12) Other Insurance. If requested by the Director, Contractor shall furnish adequate evidence of Social Security and Unemployment Compensation Insurance, to the extent applicable to Contractor's operations under this Agreement.

I. Licenses and Permits

Contractor shall obtain, maintain, and pay for all licenses, permits, and certificates required by any statute, ordinance, rule, or regulation.

J. Compliance with Laws

Contractor shall comply with all applicable state and federal laws and regulations and the City Charter and Code of Ordinances.

K. Compliance with Equal Opportunity Ordinance

Contractor shall comply with City's Equal Employment Opportunity Ordinance as set out in Exhibit "J."

L. MWBE Compliance

Contractor shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V of the City of Houston Code of Ordinances. Contractor shall make good faith efforts to award subcontracts or supply agreements in at least 15% of the value of this Agreement to MWBEs. Contractor acknowledges that it has reviewed the requirements for good faith efforts on file with the City's Affirmative Action Division and will comply with them.

Contractor shall require written subcontracts with all MWBE subcontractors and shall submit all disputes with MWBEs to binding arbitration if directed to do so by the Affirmative Action Division Director. MWBE subcontracts must contain the terms set out in Exhibit "K." If Contractor is an individual person (as distinguished from a corporation, partnership, or other

legal entity), and the amount of the subcontract is \$50,000 or less, the subcontract must also be signed by the attorneys of the respective parties.

M. Performance Bond

Contractor shall furnish a performance bond for \$1,750,000 conditioned on Contractor's full and timely performance of the Agreement. The bond will be renewed on the anniversary date of the contract award each year. The bond must be in a form approved by the City Attorney and issued by a corporate surety authorized and admitted to write surety bonds in Texas. The surety must be listed on the current list of accepted sureties on federal bonds published by the United States Treasury Department.

N. Drug Abuse Detection and Deterrence

(1) It is the policy of the City to achieve a drug-free workforce and workplace. The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or alcohol by contractors while on City Premises is prohibited. Contractor shall comply with all the requirements and procedures set forth in the Mayor's Drug Abuse Detection and Deterrence Procedures for Contractors, Executive Order No. 1-31 ("Executive Order"), which is incorporated into this Agreement and is on file in the City Secretary's Office.

(2) Before the City signs this Agreement, Contractor shall file with the Contract Compliance Officer for Drug Testing ("CCODT"):

- (a) a copy of its drug-free workplace policy,
- (b) the Drug Policy Compliance Agreement substantially in the form set forth in Exhibit "I-A," together with a written designation of all safety impact positions and,

- (c) if applicable (e.g. no safety impact positions), the Certification of No Safety Impact Positions, substantially in the form set forth in Exhibit "I-C."

If Contractor files a written designation of safety impact positions with its Drug Policy Compliance Agreement, it also shall file every six (6) months during the performance of this Agreement or on completion of this Agreement if performance is less than six (6) months, a Drug Policy Compliance Declaration in a form substantially similar to Exhibit "I-B." Contractor shall submit the Drug Policy Compliance Declaration to the CCODT within 30 days of the expiration of each six-month period of performance and within 30 days of completion of this Agreement. The first six-month period begins to run on the date the City issues its Notice to Proceed or if no Notice to Proceed is issued, on the first day Contractor begins work under this Agreement.

(3) Contractor also shall file updated designations of safety impact positions with the CCODT if additional safety impact positions are added to Contractor's employee work force.

(4) Contractor shall require that its subcontractors comply with the Executive Order, and Contractor shall secure and maintain the required documents for City inspection.

O. Warranties

Contractor warrants that it shall perform all work in a good and workmanlike manner, meeting the standards of quality prevailing in Harris County, Texas for work of this kind. Contractor shall perform all work using trained and skilled persons having substantial experience performing the work required under this Agreement.

With respect to any parts and goods it furnishes, Contractor warrants:

- (1) that all items are free of defects in title, design, material, and workmanship,
- (2) that each item meets or exceeds the manufacturer's specifications and requirements for the equipment, structure, or other improvement in which the item is installed,
- (3) that each replacement item is new, in accordance with original equipment manufacturer's specifications, and of a quality at least as good as the quality of the item which it replaces (when the replaced item was new), and
- (4) that no item or its use infringes any patent, copyright, or proprietary right.

Contractor shall enforce all warranties on behalf of the City and shall promptly repair or replace any part or equipment that fails in normal use and service.

IV. DUTIES OF CITY

A. Payment Terms

(1) Compensation Structure

The City shall pay Contractor for the services Contractor renders under this Agreement in accordance with the Contractor Compensation Structure set forth in Exhibit "H." The City will pay Contractor on the basis of monthly invoices showing (i) all actual costs associated with reimbursable expenses as set forth in Section 2 of Exhibit "H," for repairs and maintenance staffing and operating costs, administrative costs, work orders, general services, contracted services and/or materials, for the services performed at each Facility during the preceding month; (ii) Environmental, Health and Safety fees, if any; (iii) one-twelfth (1/12th) of the annual Base

Management Fee due Contractor, as itemized in Exhibit "H- 1C"; and (iv) 1/12 of the actual transition costs, which shall not exceed \$57,320 per year for the first three years of this Agreement. After the first three years of this Agreement, there will be no further transition cost payments. Said transition costs are to include the purchase of necessary items to begin services under the Agreement, as approved by the Director, and shall not exceed the total estimated amount shown in Exhibit "H-2" for the first three years of this Agreement. Other than the Management Fee established by this Agreement, all costs invoiced to the City should not exceed the actual costs incurred by Contractor, with no mark-up. All discounts or price reductions obtained by Contractor will be passed through to the City.

(2) Performance Management

The Facility Managers will evaluate Contractor's performance both quarterly and annually, in accordance with the performance management program exemplified by the Performance Report Card attached hereto as Exhibit "F", which measures Contractor's performance in meeting the service expectations outlined in the Service Level Agreements attached hereto as Exhibit "D." Contractor's service performance levels are expected to meet or exceed normally accepted industry standards and shall be measured with the range of scores set out in Exhibit "F"—"Performance Report Card" for each measured period (quarterly and annually) with the intent of ensuring business continuity and continued process improvement. Contractor shall receive not less than 80% of the at-risk management fee for the first 90 days of the Agreement to allow for the transition of staff, implementation of tracking systems, and the availability of valid historical data to substantiate performance being in place and operational.

One month following the end of each quarter including one month following the end of each Agreement Year during the Agreement Term, including any Renewal Terms, i.e., every January 31, April 30, July 31, October 31, City shall determine, based on Contractor's

performance, the percentage of the quarterly and/or annual At-Risk Management Fee to which Contractor is entitled. City will pay Contractor the quarterly and the annual at-risk management fees it is entitled to, if any, in lump sum payments each quarter, as described in Exhibit "H." The fourth quarter and annual performance evaluations will be performed and paid concurrently each Agreement Year, including any Renewal Terms.

Minor adjustments to the Performance Report Card may be made as the Agreement progresses, if mutually agreed upon by the Director and Contractor, to reflect changes in the Scope of Services or the Department's objectives.

B. Taxes

The City is exempt from payment of Federal Excise and Transportation Tax and Texas Limited Sales and Use Tax. Contractor's invoices to the City must not contain assessments of any of these taxes. The Director will furnish the City's exemption certificate and federal tax identification number to Contractor if requested.

C. Method of Payment - Disputed Payments

If the City disputes any items in an invoice Contractor submits for any reason, including lack of supporting documentation, the Director shall temporarily delete the disputed item and pay the remainder of the invoice. The Director shall promptly notify Contractor of the dispute and request remedial action. After the dispute is settled, Contractor shall include the disputed amount on a subsequent regularly scheduled invoice or on a special invoice for the disputed item only.

D. Limit of Appropriation

(1) The City's duty to pay money to Contractor under this Agreement is limited in its entirety by the provisions of this Section.

(2) In order to comply with Article II, Sections 19 and 19a of the City's Charter and Article XI, Section 5 of the Texas Constitution, the City has appropriated and allocated the sum of \$2,822,000.00 to pay money due under this Agreement (the "Original Allocation"). The executive and legislative officers of the City, in their discretion, may allocate supplemental funds for this Agreement, but they are not obligated to do so. Therefore, the parties have agreed to the following procedures and remedies:

(3) The City makes a supplemental allocation by sending a notice signed by the Director and the City Controller to Contractor in substantially the following form:

"NOTICE OF SUPPLEMENTAL ALLOCATION OF FUNDS"

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of notice]
SUBJECT: Supplemental allocation of funds for the purpose of the "[title of this Agreement]" between the City and (name of Contractor) countersigned by the City Controller on (Date of Countersignature) (the "Agreement").

I, (name of City Controller), City Controller of the City of Houston, certify that the supplemental sum of \$ _____, upon the request of the below-signed Director, has been allocated for the purposes of the Agreement out of funds appropriated for this purpose by the City Council of the City of Houston. This supplemental allocation has been charged to such appropriation.

The aggregate of all sums allocated for the purpose of such Contract, including the Original Allocation, and all supplemental allocations (including this one), as of the date of this notice, is \$ _____.

SIGNED:

(Signature of the City Controller)
City Controller of the City

REQUESTED:

(Signature of the Director)
Director

(4) The Original Allocation plus all supplemental allocations are the Allocated Funds. The City shall never be obligated to pay any money under this Agreement in excess of the Allocated Funds. Contractor must assure itself that sufficient allocations have been made to pay for services it provides. If Allocated Funds are exhausted, Contractor's only remedy is suspension or termination of its performance under this Agreement, and it has no other remedy in law or in equity against the City and no right to damages of any kind.

E. Special Services

(1) At any time during the Agreement, the Director may issue a Special Services Authorization ("SSA") to increase or decrease the scope of services or change plans and specifications, as he or she may find necessary to accomplish the general purposes of this Agreement. Contractor shall furnish the services or deliverables in the SSA in accordance with the requirements of this Agreement plus any special provisions, specifications, or special instructions issued to execute the extra work.

(2) The Director will issue the SSA in substantially the following form:

SPECIAL SERVICES AUTHORIZATION

TO: [Name of Contractor]
FROM: City of Houston, Texas (the "City")
DATE: [Date of Notice]
SUBJECT: SSA under the Agreement between the City and [Name of Contractor] countersigned by the City Controller on [Date of countersignature of the Agreement]

Subject to all terms and conditions of the Agreement, the City requests that Contractor provide the following:

[Here describe the additions to or changes to the equipment or services and the Special Services Charges applicable to each.]

Signed:

[Signature of Director]

- (3) The Director may issue more than one SSA, subject to the following limitations:
 - (a) Council expressly authorizes the Director to approve SSA's of an aggregate limit of 5% of the original Agreement amount. Any SSA in excess of this 5% aggregate must be approved by the City Council.
 - (b) If a SSA describes items that Contractor is otherwise required to provide under this Agreement, the City is not obligated to pay any additional money to Contractor.
 - (c) The total of all SSAs issued under this section may not increase the original Agreement amount by more than **25%**.
- (4) Whenever Contractor receives a SSA, Contractor shall furnish all material, equipment, and personnel necessary to perform the work described in the SSA. Contractor shall complete the work within the time prescribed. If no time for completion is prescribed, Contractor shall complete the work within a reasonable time without charging for labor provided by Contractor. If the work described in any SSA causes an unavoidable delay in any other work Contractor is required to perform under this Agreement, Contractor may request a time extension for the completion of the work. The Director's decision regarding a time extension is final.
- (5) A product or service provided under a SSA is subject to inspection, acceptance, or rejection in the same manner as the work described in this Agreement, and is subject to the terms and conditions of this Agreement as if it had originally been a part of the Agreement.
- (6) SSAs are subject to the Allocated Funds provisions of this Agreement.

F. Additions and Deletions

The Director, by means of a written authorization to Contractor, may add or delete Facilities from this Agreement and any items or services provided by Contractor that are reasonably related to the scope of this Agreement. Written notification of the added or deleted Facilities, items or services shall take effect upon the Contractor's receipt of such notice or on such other day as specified therein.

Charges for deletions shall be excluded from any sums otherwise due under the Agreement as of the date such notice is received by the Contractor. Charges for additions shall be at the current rates already in the Agreement, or at actual cost, subject to the provision for approval of SSA's set out above.

V. TERM AND TERMINATION

A. Agreement Term

This Agreement shall become effective on October 1, 2004, at 12:01 a.m., and shall remain in effect for three (3) years (the "Agreement Term"), unless sooner terminated as provided for in this Agreement.

B. Renewals

Unless the Director sends written notice of termination to Contractor at least 30 days before expiration of the then-current term and if sufficient funds are allocated, then, upon expiration of the initial term, or first renewal term as applicable, this Agreement will be automatically renewed for an additional one-year term (a "Renewal Term") upon the same terms and conditions, but not to exceed two (2) such one-year Renewal Terms. Each year, from

October 1 to September 30, during the Agreement Term, including any Renewal Term, shall be referred to as an "Agreement Year."

C. Time Extensions

If Contractor requests an extension of time to complete its performance, then the Director may, in his or her sole discretion, extend the time if sufficient funds are allocated, so long as the extension does not exceed 90 days. The extension must be in writing but does not require amendment of this Agreement. Contractor is not entitled to damages for delay(s) regardless of the cause of the delay(s).

D. Termination for Convenience by City

The Director may terminate this Agreement at any time by giving 30 days' written notice to Contractor. The City's right to terminate this Agreement for convenience is cumulative of all rights and remedies which exist now or in the future.

On receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement and cancel all existing orders and subcontracts that are chargeable to this Agreement. As soon as practicable after receiving the termination notice, Contractor shall submit an invoice showing in detail the services performed under this Agreement up to the termination date. The City shall then pay the fees to Contractor for services actually performed, but not already paid for, in the same manner as prescribed in Article IV(A), including any earned but unpaid Management Fee, unless the fees exceed the allocated funds remaining under this Agreement.

TERMINATION OF THIS AGREEMENT AND RECEIPT OF PAYMENT FOR SERVICES RENDERED ARE CONTRACTOR'S ONLY REMEDIES FOR THE CITY'S TERMINATION FOR CONVENIENCE, WHICH DOES NOT CONSTITUTE A DEFAULT OR BREACH OF THIS AGREEMENT. CONTRACTOR WAIVES ANY CLAIM (OTHER THAN ITS CLAIM FOR PAYMENT AS SPECIFIED IN THIS SECTION), IT MAY HAVE

NOW OR IN THE FUTURE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE CITY'S TERMINATION FOR CONVENIENCE.

E. Termination for Cause

If Contractor defaults under this Agreement, the Director may either terminate this Agreement or allow Contractor to cure the default as provided below. The City's right to terminate this Agreement for Contractor's default is cumulative of all rights and remedies which exist now or in the future. Default by Contractor occurs if:

- (1) Contractor fails to perform any of its duties under this Agreement;
- (2) Contractor becomes insolvent;
- (3) all or a substantial part of Contractor's assets are assigned for the benefit of its creditors; or
- (4) a receiver or trustee is appointed for Contractor.

If a default occurs, the Director may, but is not obligated to, deliver a written notice to Contractor describing the default and the termination date. The Director, at his or her sole option, may extend the termination date to a later date. If the Director allows Contractor to cure the default and Contractor does so to the Director's satisfaction before the termination date, then the termination is ineffective. If Contractor does not cure the default before the termination date, then the Director may terminate this Agreement on the termination date, at no further obligation of the City.

To effect final termination, the Director must notify Contractor in writing. After receiving the notice, Contractor shall, unless the notice directs otherwise, immediately discontinue all services under this Agreement, and promptly cancel all orders or subcontracts chargeable to this Agreement.

F. Termination for Cause by Contractor

Contractor may terminate its performance under this Agreement only if the City defaults and fails to cure the default after receiving written notice of it. Default by the City occurs if the City fails to perform one or more of its material duties under this Agreement. If a default occurs and Contractor wishes to terminate the Agreement, then Contractor must deliver a written notice to the Director describing the default and the proposed termination date. The date must be at least 30 days after the Director receives notice. Contractor, at its sole option, may extend the proposed termination date to a later date. If the City cures the default before the proposed termination date, then the proposed termination is ineffective. If the City does not cure the default before the proposed termination date, then Contractor may terminate its performance under this Agreement on the termination date.

VI. MISCELLANEOUS

A. Independent Contractor

Contractor shall perform its obligations under this Agreement as an independent contractor and not as an employee of the City.

B. Force Majeure

1. Timely performance by both parties is essential to this Agreement. However, neither party is liable for delays or other failures to perform its obligations under this Agreement to the extent the delay or failure is caused by Force Majeure. Force Majeure means fires, floods, and other acts of God, explosions, war, terrorist acts, riots, court orders, and the acts of superior governmental or military authority.

2. This relief is not applicable unless the affected party does the following:

- (a) uses due diligence to remove the effects of the Force Majeure as quickly as possible; and
- (b) provides the other party with prompt written notice of the cause and its anticipated effect.

3. The City may perform contract functions itself or contract them out during periods of Force Majeure. Such performance is not a default or breach of this Agreement by the City.

4. If the Force Majeure continues for more than three (3) days from the date performance is affected, the Director may terminate this Agreement by giving 7 days' written notice to Contractor. This termination is not a default or breach of this Agreement. **CONTRACTOR WAIVES ANY CLAIM IT MAY HAVE FOR FINANCIAL LOSSES OR OTHER DAMAGES RESULTING FROM THE TERMINATION EXCEPT FOR AMOUNTS DUE UNDER THE AGREEMENT AT THE TIME OF THE TERMINATION.**

5. Contractor is not relieved from performing its obligations under this Agreement due to a strike or work slowdown of its employees. Contractor shall employ only fully trained and qualified personnel during a strike.

C. Severability

If any part of this Agreement is for any reason found to be unenforceable, all other parts remain enforceable unless the result materially prejudices either party.

D. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties and embodies the entire agreement of the parties. No other agreements, assurances, conditions,

covenants (express or implied), or other terms of any kind, exist between the parties regarding this Agreement.

E. Written Amendment

Unless otherwise specified elsewhere in this Agreement, this Agreement may be amended only by written instrument executed on behalf of the City (by authority of an ordinance adopted by the City Council) and Contractor. The Director is only authorized to perform the functions specifically delegated to him or her in this Agreement.

F. Applicable Laws

This Agreement is subject to the laws of the State of Texas, the City Charter and Ordinances, the laws of the federal government of the United States, and all rules and regulations of any regulatory body or officer having jurisdiction.

Venue for any litigation relating to this Agreement is Harris County, Texas.

G. Notices

All notices required or permitted by this Agreement must be in writing and are deemed delivered on the earlier of the date actually received or the third day following: (1) deposit in a United States Postal Service post office or receptacle; (2) with proper postage (certified mail, return receipt requested); and (3) addressed to the other party at the address set out in the preamble of this Agreement or at such other address as the receiving party designates by proper notice to the sending party.

H. Captions

Captions contained in this Agreement are for reference only, and, therefore, have no effect in construing this Agreement. The captions are not restrictive of the subject matter of any section in this Agreement.

I. Non-Waiver

If either party fails to require the other to perform a term of this Agreement, that failure does not prevent the party from later enforcing that term and all other terms. If either party waives the other's breach of a term, that waiver does not waive a later breach of this Agreement.

An approval by the Director, or by any other employee or agent of the City, of any part of Contractor's performance does not waive compliance with this Agreement or establish a standard of performance other than that required by this Agreement and by law. The Director is not authorized to vary the terms of this Agreement.

J. Inspections and Audits

City representatives may have the right to perform, or have performed, (1) audits of Contractor's books and records, and (2) inspections of all places where work is undertaken in connection with this Agreement. Contractor shall keep its books and records available for this purpose for at least three (3) years after this Agreement terminates. This provision does not affect the applicable statute of limitations.

K. Enforcement

The City Attorney or his or her designee may enforce all legal rights and obligations under this Agreement without further authorization. Contractor shall provide to the City Attorney all documents and records that the City Attorney requests to assist in determining Contractor's compliance with this Agreement, with the exception of those documents made confidential by federal or State law or regulation.

L. Ambiguities

If any term of this Agreement is ambiguous, it shall not be construed for or against any party on the basis that the party did or did not write it.

M. Survival

Contractor shall remain obligated to the City under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement, including but not limited to, the indemnity provisions.

N. Risk of Loss

Unless otherwise specified elsewhere in this Agreement, risk of loss or damage for each Product passes from Contractor to the City upon acceptance by the City.

O. Parties In Interest

This Agreement does not bestow any rights upon any third party, but binds and benefits the City and Contractor only.

P. Successors and Assigns

This Agreement binds and benefits the Parties and their legal successors and permitted assigns; however, this provision does not alter the restrictions on assignment and disposal of assets set out in the following paragraph. This Agreement does not create any personal liability on the part of any officer or agent of the City.

Q. Business Structure and Assignments

Contractor shall not assign this Agreement at law or otherwise or dispose of all or substantially all of its assets without the prior written consent of the Director. Nothing in this clause, however, prevents the assignment of accounts receivable or the creation of a security interest under §9.318(c) of the Texas Business & Commerce Code. In the case of such an assignment, under Section 9.102 of the Code, Contractor shall immediately furnish the City with proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

Any delegation of performance hereunder requires the prior written consent of the Director.

Failure of Contractor to obtain written consent to the assignment of this Agreement shall be an event of default, and the Director may immediately terminate this Agreement. In the case of an assignment under the above Sections of the Code, Contractor shall immediately furnish the City with reasonable proof of the assignment and the name, telephone number, and address of the Assignee and a clear identification of the fees to be paid to the Assignee.

R. Remedies Cumulative

Unless otherwise specified elsewhere in this Agreement, the rights and remedies contained in this Agreement are not exclusive, but are cumulative of all rights and remedies which exist now or in the future. Neither party may terminate its duties under this Agreement except in accordance with its provisions.

EXHIBIT "A"

SCOPE OF SERVICES

In consideration for the payments set forth in Exhibit "H," Contractor shall provide the Facility operations, maintenance and repair services as described below and in the Service Level Agreements attached hereto as Exhibit "D."

1 MAINTENANCE OBJECTIVES

Safety, reliability, energy conservation and utility cost reduction, through development and implementation of a proper operations maintenance program, are paramount among the City's goals in securing Contractor's services.

Preventive maintenance; safe, effective, efficient and timely operations; maintenance and repair of facility equipment and systems are key areas of concentration for the Contractor. It is the intention of this Agreement that all Equipment shall continue to operate in "First Class" condition on a continuous basis, without interruption or disruption of events and activities occurring in the Facilities. The C&E Director's prior written consent is required before any Facility may be closed for maintenance or repairs.

"First Class" condition, in relation to the original systems and Equipment, means operating in accordance with required conditions, and performing the functions intended within manufacturer's tolerances or required practices for efficient, safe, predicable and dependable performance. In relation to replacement parts and materials, "First Class" shall mean equal or better quality than installed during the original construction.

1.1 Hours of Operation

Contractor shall provide on-site staffing for all operation and maintenance coverage requirements twenty-four (24) hours per day, seven (7) days per week, 365 days per year, including holidays. The City Hall Annex parking, Theater District Garage and the Fannin Garage operate 24 hours per day.

1.2 Emergency Response

Contractor's personnel shall be available at all times on an "on-call" basis via pager, radio or telephone. Radios should be programmed to the Facility in which they are used. Answering machines and/or voice mail are not acceptable.

To be prepared for emergencies, Contractor shall:

- Develop and implement 24-hour emergency response and procedures for responding to building alarms and severe weather conditions that affect life safety, physical assets or business operations.
- Ensure off-hour response to alarm condition procedures include on-site response by certified personnel within one (1) hour to supplement the on-site coverage staff.

- Participate in the development of emergency response plans and execute the support responsibilities identified for the operations and maintenance vendor by those plans.

2 ACCOUNT MANAGEMENT SERVICES

Contractor shall provide account management to ensure services are delivered consistent with the stated scope of services, specifications and service expectations. Management services are to include sourcing, supervising and evaluating current service delivery methods and submitting enhancement opportunities to improve quality, customer service and cost performance as well as satisfying current and new business requirements (refer to Exhibit "D-1" General Management for details).

2.1 Operational Reporting

Contractor shall provide monthly, quarterly and year-to-date operational reporting services that highlight operational issues and summarize the preventive maintenance, remedial work requests, Facility management and infrastructure project management workload results as the fiscal period progresses. Reports are to be prepared at the Facility level with applicable portfolio summaries presented (refer to Exhibit "D-3" Operational Reporting for details).

All operational reports should be in a format approved by the Director.

2.2 Service Call Center Services

Contractor shall:

- Provide service/call center services to receive customer work requests, process remedial and preventive maintenance work orders and implement emergency and normal response procedures.
- Maintain and tabulate the information required to effectively prepare monthly, quarterly and annual workload, financial and management reports.
- Develop and administer a process for measuring customer satisfaction at a discrete business level; analyze results and translate survey results into specific business improvements (refer to Exhibit "D-21" Service/Call Center for details).

2.3 Staffing

Contractor shall provide dedicated account management, administrative, certified technical and general maintenance staff consistent with the personnel qualifications as shown on Exhibit "D-1A." Staffing plans are to satisfy daily maintenance and service workload and coverage objectives consistent with established service level agreements, service level response goals and other City requirements.

Contractor's Staffing Plan shall include the following information per employee: position title, proposed headcount, salary range, estimated overtime factor and benefit load factor. The intent of the Staffing Plan is to capture staffing and salary information as it relates to services where staffing costs are to be "passed-through" to the City. **Note: These and all other costs under this Agreement, save for the Management Fee, are to be direct pass-throughs with no mark-up for overhead or profit.**

Additionally, Contractor shall:

- Develop staffing plans that minimize overtime expenses by planning and advance scheduling of recurring work tasks to assigned staff on off-shifts or split shifts.
- Develop operating plans and strategies which ensure that adequate resources are available at all times to properly support or respond to the scale and technical complexity of the building systems and events.
- Provide effective communications and coordination with major capital improvement initiatives that are directly managed by other organizational entities.

2.4 Project Team

- 2.4.1 Contractor's Project Manager shall meet regularly with key Department manager(s) to review performance, market trends, business improvement initiatives, benchmarking, business strategies, and other essential information.
- 2.4.2 Contractor shall identify all key personnel and/or alliance partners designated to work on the ongoing aspects of the operations and maintenance services, their areas and levels of responsibility, and whether the personnel identified are dedicated to the C&E account or shared with another client. Contractor's employees dedicated to this Agreement should not be shared with other clients. Upon request, Contractor shall provide an organizational chart detailing areas of responsibility and interrelationships. Contractor shall also list any subcontractors and/or service providers proposed to fulfill any of the stated requirements.
- 2.4.3 As requested, Contractor shall provide resumes for all key personnel proposed to support the operations and maintenance services components. If any such personnel are reassigned from the subject assignment, resumes shall be submitted for any and all replacement personnel in advance of the time such replacement is made.

2.5 Training and Education

- 2.5.1 Contractor shall provide a summary of the training programs it plans to provide for its employees. Training will focus on regulatory, mandatory and technical training and certifications.
- 2.5.2 Contractor will provide the average amount budgeted per year, per employee, for training employees in its annual budget.

2.6 Benefits Assessment

Contractor shall provide its employees with the benefits outlined in Exhibit "G" and described in Contractor's proposal, which is on file in the Director's office. Contractor shall provide this same information for any significant business partners, sub-contractors or subsidiaries involved in supporting the full range of services. For those employees of the previous contractor that the Contractor wishes to retain, Contractor shall grandfather the tenure of those employees by carrying over their years of service at the Facilities working for the previous contractor, for vacation purposes.

2.7 Customer Relations (applies to all services provided)

Contractor shall maintain effective customer relations and communicate with Department staff on a regular basis.

- 2.7.1 Contractor shall have a call center and answer phone calls, e-mails, and radio calls in a prompt manner.
- 2.7.2 The status of work requests should be communicated to the Facility Managers on a consistently regular basis, as required by the individual Facility Managers.
- 2.7.3 Contractor will track client satisfaction levels by conducting surveys among the Facility Managers on a quarterly basis. Copies of the results should be sent to the Director and/or her designee. The format of the surveys is subject to change, as agreed upon by Contractor and approved by Director.

2.8 Technology

Contractor shall provide a comprehensive technology platform to effectively integrate the work order processing and reporting functions. Capabilities provided are to include the means to effectively manage the remedial service request and preventive maintenance work order processes, budgeting and accounting requirements, procurement initiatives and processes, performance management program tracking and reporting, and project management assignments. Department access to information is to be facilitated through a customized system with highly secured protection capabilities (refer to Exhibit "D-4" Technology for details).

Additionally, Contractor shall have available for use throughout the term of the Agreement at least one (1) license of VFA.*facility*, a capital planning and asset management solution (CPMS), to facilitate development of capital improvement plans for the Facilities and AssetFusion, software that will integrate VFA.*facility* with MAXIMO and provide a comprehensive picture of projected and actual costs for routine PM, repair, capital renewal, and multi-year capital improvements. Key Department staff will have log-on access to both products throughout the term of this Agreement.

At no additional cost to the City, Contractor shall install bar codes and location identifiers on the Equipment, printed on "metallic paper" equipment tags, to have total linkage back to the PM system.

The City will own all the data, both in electronic format and a hard copy, and all work plans at the expiration or termination of the Agreement term.

2.9 Safety Programs (applies to all services provided):

Contractor shall be responsible for safety aspects relating to the range of services provided at each Facility. Contractor shall provide Facility Managers with copies of its safety program(s) as requested.

Contractor shall ensure that its subcontractors adhere to safety requirements.

Additionally, Contractor shall designate a safety officer to coordinate all regulatory, building code, fire and safety requirements and to develop, implement and maintain the following:

- > An effective program supporting all OSHA regulations, regulatory reporting requirements and safety related training requirements.

- A materials safety data sheets program (MSDS) for all chemicals used at any site contained within the portfolio under the Contractor's range of responsibilities.
- Periodic review, planning and implementation of ADA required enhancements.

2.10 Operating Efficiency Programs (applies to the operational procedures and processes associated with the building infrastructure equipment, technologies and systems):

2.10.1 Contractor will approach managing the HVAC and electrical systems in the most efficient manner possible.

2.10.2 Contractor shall research and recommend viable energy conservation measures or operating efficiency programs to the Department. Energy conservation or operating efficiency programs requiring additional expenditures are subject to the Director's written approval prior to implementation. Contractor shall provide pertinent information related to any such programs it may propose, such as the useful life of any new equipment or systems, associated maintenance costs, and projected cost savings.

2.11 Quality Control Programs (applies to all services provided):

2.11.1 Contractor shall provide quality improvement monitoring and evaluation programs.

2.11.2 Contractor shall effectively evaluate the building systems, architectural finishes and products, structures and properties to ensure all components are serviced and renewed in a manner that ensures their integrity, appearance and reliability is maintained over the long term.

2.12 Documentation, Procedures and Manuals

Contractor shall develop, maintain and communicate the policies and procedures associated with the delivery of efficient and quality operations and maintenance services in support of the various Facilities, tenants, events, and performances. The library of Facility drawings, manuals or electronic files will include comprehensive owner's manuals, safety programs, emergency procedures (per established City guidelines), and building operations and maintenance procedures (refer to Exhibit "D-6" Documentation, Procedures and Manuals for details).

3 FINANCE AND ADMINISTRATION

Contractor shall provide financial processing and reporting services to ensure fiscal controls are appropriately applied, financial reports are a true reflection of expenses incurred, invoices are approved and appropriately funded, and budgets are developed consistent with requirements (refer to Exhibit "D-2" Finance and Administration for details).

3.2 Accounting Procedures and Reconciliation (applies to all services provided):

3.2.1 Contractor should process invoices for payment by the City on a monthly basis and account for operating expenses at an individual Facility level.

3.2.2 Contractor should provide financial reports to the City on a monthly, quarterly and annual basis.

3.3 Procurement Procedures and Programs (applies to all services provided):

- 3.3.1 Contractor shall manage the procurement of the services, equipment, supplies, goods and materials needed to accomplish the requirements defined in the service level agreement documents (Exhibit "D").
- 3.3.2 Contractor shall comply with City's procurement procedures to the extent possible, as requested by Facility Managers, who shall have the right to request that Contractor use certain suppliers as necessary to accomplish Department objectives.
- 3.3.3 Contractor shall leverage the purchasing power of its client portfolio and pass through cost savings to the City.
- 3.3.4 E-procurement strategies, if available, will be employed to generate value to the City.
- 3.3.5 Contractor shall manage the materials and supplies inventory requirements as necessary and provide reports on same to the Facility Managers on a monthly basis.
- 3.3.6 Contractor shall procure services, equipment and materials associated with capital and expensed infrastructure projects to the extent they are requested by the Director in the form of a Special Service Authorization or additional service request.
- 3.3.7 Contractor shall measure and report on savings attained through the use of its procurement strategies on a quarterly basis.

3.4 Vendor Management/Sub-contracted Services

Contractor shall provide management services for all sub-contracted vendors, ensuring services are delivered consistent with Agreement terms, service specifications, and City expectations. Contractor shall have a clearly defined vendor invoice approval process and monitor subcontractors' performance for compliance with this Agreement's specifications.

As necessary, Contractor shall update service specifications based on changing business needs and periodically evaluate alternative sourcing opportunities (refer to Exhibit "D-5" Vendor Management for details).

4 SCOPE OF OPERATIONS AND MAINTENANCE SERVICES

Contractor shall provide 24-hour comprehensive operations and maintenance services as described below. The summary of the portfolio covered by this Agreement is indicated in Exhibit "B," Portfolio Composition Summary. The term "portfolio" as used in this Agreement refers to all locations as described in Exhibit "B" and to any other Department locations that may be added to the portfolio over time by Director's written request. The individual properties are referred to as "Facilities" and are to be treated as separate entities for budgeting, staffing and service delivery purposes.

Contractor shall provide the range of services delineated within Exhibit "C" – Functional Matrix. The City has no tolerance for non-compliance with codes and regulations or event interruptions in the delivery of the services noted in Exhibit "C."

Detailed service requirements and expectations are defined within the attached service level agreement documents:

- Exhibits “D-1” through “D-6” for Account Management services
- Exhibits “D-7” through “D-22” for Operations and Maintenance services
- Exhibits “D-23” and “D-24” for Environmental, Health and Safety and General Services

The Facilities included in the Agreement are mixed-use facilities including general office space (with typical I/T network capabilities), convention and exhibition center, meeting/training and theater facilities. The ongoing events conducted within the Facilities require immediate response to problems/alarm conditions and comprehensive maintenance and care programs.

4.1 Capital Planning Services

Contractor shall provide comprehensive capital planning services associated with infrastructure systems to ensure critical business operations are as free as possible from interruptions due to Equipment failures and changing business requirements are accommodated within the infrastructure system’s capacities (refer to Exhibit “D-7 “Capital Planning for details).

Contractor shall utilize facility condition assessments to monitor the operational efficiency and quality of Facilities as requested by the Director.

The Director may request development and maintenance of a Capital Improvement Plan (refer to Exhibit “D-7”) as an additional service.

4.2 Business Continuity

To ensure continuity of critical business operations, Contractor shall:

- Provide complete and efficient operational management of all base building infrastructure systems.
- Ensure all business environments with full 24/7 auxiliary back-up power capabilities are protected from internal and external interruptions.
- Ensure all business environments without full 24/7 back-up capabilities are free from controllable interruptions (refer to Exhibit “D-8” Business Continuity for details and Exhibit “E” – Equipment Lists).

4.3 Operations and Maintenance Responsibilities

Contractor’s responsibilities include the following:

- 4.3.1 Provide the expertise, supervision, maintenance, repair and project management services associated with the various building systems within designated Facilities. Ensure all systems function as designed to maintain system reliability and conserve energy. Identify

improvement opportunities to increase reliability, extend capabilities and reduce operating costs. Refer to the following exhibits for details:

➤	Exhibit "D-9"	Drinking Water and Decorative Fountains
➤	Exhibit "D-10"	Electrical Services
➤	Exhibit "D-11"	Energy Conservation/Energy Management
➤	Exhibit "D-12"	Fire/Life Safety Services
➤	Exhibit "D-13"	General Building Maintenance Services
➤	Exhibit "D-14"	Infrastructure Project Management
➤	Exhibit "D-15"	Mechanical Services
➤	Exhibit "D-16"	Lighting Maintenance
➤	Exhibit "D-17"	Plumbing Services

4.3.2 Provide parking facilities services associated with designated parking garages and parking lots (refer to Exhibit "D-18" Parking Facilities for details).

4.3.3 Provide preventive/predictive maintenance and property inspections supporting designated Facilities, including, but not limited to, base building mechanical, electrical, fire/life safety and plumbing systems to keep same in good working order and in compliance with manufacturer's recommendations and industry best practices (refer to exhibits listed above, such as Exhibit D-10 Electrical Services, Exhibit D-12, Fire/Life Safety Services, Exhibit D-15 Mechanical Services, Exhibit D-16 Lighting Maintenance, Exhibit D-17 Plumbing Services, and Exhibit "D-19" Preventive Maintenance for details).

4.3.4 Provide potable drinking water within designated Facilities and maintain decorative fountains (refer to Exhibit "D-9" Drinking Water and Decorative Fountains for details).

4.4 Project Management (Infrastructure only)

4.4.1 Contractor shall manage infrastructure improvement projects consistent with scope of work, budget and schedule objectives requested by the Director (refer to Exhibit "D-14").

4.4.2 Contractor will monitor and report on its progress meeting project oriented objectives as requested.

4.5 Electronic Security Equipment

Contractor shall provide electronic security equipment repair and maintenance services at designated properties within the portfolio. Functional components include intrusion alarm systems, CCTV, video surveillance and recording, duress alarm equipment, motion/noise detectors, door contacts, access control system equipment and other electronic equipment and devices (refer to Exhibit "D-22" Electronic Security for details).

4.6 Environmental, Health and Safety (EH&S)

Contractor shall provide Environmental Health and Safety (EH&S) services in the defined scope of work (refer to Exhibit "D-23").

Contractor shall report on the range of EH&S services delivered and the volume of EH&S investigations performed on an annual basis for each Facility requiring these services. The report should include investigation scope and objectives, evaluation results, and recommendations, etc.

- Evaluate services to be sub-contracted or re-bid to realize process improvements or cost savings, prepare detailed service specifications for approval, conduct formal bid procedures and recommend third party vendors for contract awards. Refer to Exhibit "D-23," Environmental, Health and Safety, for details.

4.7 General Services

Contractor shall:

- Provide general services—unique or specialized requests outside the base building services—as requested.
- Monitor and validate that general services are provided consistent with the service level agreements and expectations (refer to Exhibit "D-24").
- Develop a methodology to track general services work order costs and volumes separately from base building services.

All third party provider contracts are to be consistent with City contract parameters, guidelines and stipulations.

4.8 Equipment Failure

For each Facility, Contractor shall provide complete replacement services in the event of an Equipment Failure involving any of the mechanical and electrical systems identified herein. Such services shall include providing the necessary supervision, labor, and services, plus all tools, equipment, materials and supplies required to replace, upon failure, any Equipment, component, or appurtenances regardless of size or type and whether the failure was from normal or catastrophic causes.

4.9 First Class Condition

Contractor shall ensure that all Facility Equipment and systems are operating and maintained in First Class Condition. Contractor shall be responsible for the repair and/or replacement of any parts, components, and appurtenances as required to provide complete, functioning Equipment and systems in First Class Condition. **Such responsibility, both during the Agreement and at Agreement expiration, shall mean any and all Equipment, components, and appurtenances as well as controls and systems maintenance.**

Contractor shall replace any piece of Equipment that fails and cannot be repaired as required for the resumption of normal First Class Condition.

4.10 First Class Condition Exception List

At Agreement commencement, some Equipment, components and appurtenances may not qualify for First Class Condition status. These items will be entered on a First Class Condition Exception List developed by the Contractor and approved by the Director. The Contractor shall maintain the item in operating condition for the term of the Agreement, or until the Department

budgets to replace. Contractor's First Class Condition Exception List shall be completed within ninety (90) days after the effective date of this Agreement.

4.11 Preventive Maintenance

Scheduled Preventive Maintenance (PM) work on all equipment and systems must be performed as required by the Preventive Maintenance (PM) schedule, which should be coordinated in advance with the Facility Managers to take into account the Facilities' event schedules. The level of Preventive Maintenance shall prevent and/or immediately resolve conditions such as, but not limited to, the following list of conditions:

- A) Hot Calls
- B) Cold Calls
- C) High humidity
- D) Faulty control
- E) Faulty Thermostat calibration
- F) Control air losses
- G) Faulty operator
- H) Stuck dampers
- I) Dirty filters
- J) Missing belts
- K) Worn belts
- L) Loose belts
- M) Dirty coils
- N) Dirty fans
- O) Duct leaks
- P) Air imbalances
- Q) Water imbalances
- R) Poor heat transfer
- S) Stuck valves
- T) Plugged strainers
- U) Equipment shutdown
- V) Equipment failure
- W) Loose wiring
- X) False trips
- Y) Valve leaks
- Z) Fitting leaks
- AA) Pipe rust and Corrosion
- BB) Damaged insulation
- CC) Excess noise
- DD) Excess vibration
- EE) Luminaire replacement
- FF) Ballast Replacement
- GG) Direct Digital Control System
- HH) Building Management System
- II) Lens cleaning

- JJ) Switches
- KK) Water treatment
- LL) Sensor heads
- MM) Chiller integrity
- NN) Relays
- OO) Incorrect Time Indication
- PP) Cooling Tower Integrity
- QQ) Door Operation and door hardware
- RR) Roof Integrity
- SS) Meeting room partitions

4.12 Remedial Maintenance

Contractor shall respond immediately to malfunctions that involve Equipment or impact major building systems, e.g., HVAC, Plumbing, Electrical, Fire, and any locking/securing device or system. Contractor's personnel shall work continuously, without regard for usual business hours, until the critical malfunctions are corrected.

4.13 Remedial Work Orders (applies to self-determined and customer service requests and alarms):

Contractor shall develop and implement procedures to define and ensure the prompt handling of remedial work requests, including the proper communication channels, service level response goals and service workload tracking mechanisms (refer to Exhibit "D-20" Remedial Requests for details).

Additionally, Contractor shall:

- Assign resources to complete remedial requests consistent with the service expectations contained within the service level agreements in Exhibit "D."
- Monitor and validate compliance with service level response goals and report progress on the attainment of work order objectives to Facility Managers quarterly.
- Address emergency response requirements.
- Incorporate customer satisfaction measurement, analysis, and response into the customer service and work order management process.

4.14 Routine Maintenance And Repair

Routine maintenance and repair shall mean those services performed as requested by the Director, Facility Manager or their designated representative(s) and not otherwise classified as Preventive Maintenance, Emergency Response or Equipment Maintenance. Routine maintenance and repair requests will be communicated to the Contractor verbally or by work order. Contractor shall respond to correct the reported condition within one (1) hour of receipt of request for service.

4.15 Replacement Parts, Materials And Supplies

Replacement Parts and Materials shall be new and of same manufacture as original. Where new parts and materials are not available, Contractor may use rebuilt parts of original manufacturer or new parts of another manufacturer if approved by original manufacturer for use in the specific piece of equipment or system. In either case, parts and materials shall be equal or better than original parts in quality and operation and free from all defects. Furnishing new, used, or refurbished parts of another manufacturer must have the approval of the Director.

Within ninety (90) days after the Effective Date of this Agreement, Contractor shall submit to the Director and Facility Managers, for review and approval, a spare parts, materials and supplies inventory derived from the equipment manufacturer's minimum recommendations. Supplies shall include a variety of adhesives suitable for various applications as approved by Facility Managers. During the term of this Agreement, Contractor shall deliver to each Facility Manager no later than the 5th day of each subsequent month a current inventory of spare parts, materials and supplies on hand.

In addition, Contractor shall keep a daily log of parts and materials used, which will be subject to periodic review by the Facility Managers.

4.16 Inspections

The City shall have the right to conduct both scheduled and unscheduled periodic inspections of all Facility locations, Equipment and records used by Contractor or City in connection with this Agreement, during regular business hours or any time in the case of an emergency, to determine whether Contractor has complied and is complying with the terms and conditions set forth in its Agreement. The Contractor will be notified, in writing, of deficiencies noted during the review and will be required to correct such deficiencies within ten (10) days from the date of notification. If the Contractor fails to take corrective action in a timely manner, the City may take corrective action on Contractor's behalf and Contractor shall reimburse the City for the cost of the maintenance promptly upon demand or the City may terminate the Agreement in whole or in part.

5 CONTRACTOR'S PHASE-OUT SERVICES

Contractor recognizes that the services provided under this Agreement are vital to the City's overall efforts to provide safe and reliable Facility operations; that continuity thereof must be maintained at a consistently high level without interruption; that upon expiration of the Agreement a successor may continue these services; that its successor contractor shall need Phase-in training; and that Contractor must cooperate in order to effect an orderly and efficient transition.

To facilitate future maintenance and tracking of the Equipment, Contractor agrees to transfer the data from the electronic equipment database to the City at the expiration or termination of the Agreement at no additional cost to the City.

5.1 Equipment Condition at Contract Expiration

Contractor shall turn over all Equipment and systems in First Class Condition except items on the First Class Condition Exception List, which shall be turned over in operating condition. Preventive Maintenance work shall have been performed as required per the PM schedule.

Eight (8) months prior to Contract expiration, Contractor shall inspect, test all Equipment. Contractor shall furnish the Director a written report of inspection and test results.

Ninety (90) days prior to Contract expiration, Contractor shall perform a complete inspection of all controls and instrumentation and furnish a written report to the Director. All controls and instrumentation not in First Class Condition shall be corrected.

Sixty (60) days prior to Contract expiration, Contractor shall provide the Director a complete and final report on the condition of all Equipment, all assigned equipment returned or replaced including inspection and test reports, and Contractor shall perform the following:

- 1) Replace all lubricating oils to all rotating Equipment;
- 2) Lubricate all rotating Equipment;
- 3) Change all belts;
- 4) Replace all filters;
- 5) Update all maintenance logs and manuals;
- 6) Replace burned-out luminaires and ballasts.

Contractor shall submit an audit performed by an independent auditor selected by the Contractor and approved by the Director certifying to the First Class Condition of all Equipment with the final report.

The Director shall have the right of inspection during or after any of this work, and will notify the Contractor, within fourteen (14) calendar days of receipt of Contractor's certified statement, of any noted discrepancies. Contractor shall then proceed to correct any discrepancies before the expiration of the Contract period. Contractor shall notify the Director in writing upon completion of all work.

Should Contractor fail to perform or complete any required work prior to the expiration of the Contract, the Director may have such work performed at the Contractor's expense.

EXHIBIT "B"

PORTFOLIO COMPOSITION SUMMARY

EXHIBIT B PORTFOLIO SUMMARY

Asset #	Facility/ Asset Name	Address	Normal Business Hours	Typical Event Hours (Mon - Sat)	Typical Event Hours (Sunday)	Total Occupant Capacity (Office)	Total Occupant Capacity (Assembly)	City Occupied Office Square Footage	HPD Occupied Square Footage	Sub-Leased Office Square Footage	Assembly Square Footage	Total Square Footage	Park Square Footage	Number of Parking Spaces (Covered)	Number of Parking Spaces (Uncovered)
Buildings:															
1	George R Brown Convention Center	1000 Avenida de las Americas, Hou., Tx. 77002	8a-5:30p	Business & Event Hours	8am-Midnight	8am to Midnight	200	60,000	40,000		1,700,000	1,800,000		n/a	
2	Wortham Theater Center	510 Preston, Hou., Tx. 77002	8a-5:30p	8a-2a	12p-8p	300	4,000	5,625	n/a	50,000	90,000	437,000	n/a	n/a	n/a
3	Jesse H Jones Hall for the Performing Arts	615 Louisiana, Hou., Tx. 77002 Suite#101	8a-5:30p	8a-2a	12p-8p	90	2,912	880	n/a	13,278	50,000	185,000	n/a	n/a	n/a
4	Houston Center for the Arts	3201 Allen Parkway 77019	8am-5:30pm	6.30-11.00pm	2.00pm-6.00pm	30	420	249 sq ft	n/a	30,072 SQ FT	1,500	46,741		n/a	95
5	Talento Bilingue de Houston	333 South Jensen 77003	8am-5:30pm	6.30-11.00pm	2.00pm-6.00pm	5	400		n/a		3,000	14,632	66,868	n/a	250

Asset #	Facility/Asset Name	Address	Normal Business Hours	Typical Event Hours (Mon - Sat)	Typical Event Hours (Sunday)	Total Occupant Capacity (Office)	Total Occupant Capacity (Assembly)	City Occupied Office Square Footage	HPD Occupied Office Square Footage	Sub-Leased Office Square Footage	Assembly Square Footage	Total Square Footage	Park Square Footage	Number of Parking Spaces (Covered)	Number of Parking Spaces (Uncovered)
Parks:															
8	Root Memorial Square Park	1400 Clay Street	Daily and Event Hours	8am - Midnight	8am to Midnight	n/a	1,000					n/a	City Block	n/a	
9	Jones Plaza	600 Louisiana 77002	6am-11pm	5pm-10pm	variable	n/a	3,600	n/a	n/a	n/a	5,133	5,133	n/a	n/a	n/a
10	Sesquicentennial Park 1	500 Texas 77002	6am-11pm	5pm-10pm	variable	n/a	300	n/a	n/a	n/a	5,000	5,000	95,832	n/a	n/a
11	Sesquicentennial Park 2	510 Preston 77002	6am-11pm	5pm-10pm	variable	n/a	2,500	n/a	n/a	n/a	30,000	30,000	331,056	n/a	n/a
12	Fish Plaza	500 Texas 77002	6am-11pm	5pm-10pm	variable	n/a	1,500	n/a	n/a	n/a	30,000	30,000	30,000	n/a	n/a
13	Sweeney Clock Park	400 Capitol 77002	24 hours										n/a	1,000	
14	Superblock	1001 Avenida de las Americas	Daily and Event Hours	8am to Midnight	8am - Midnight	n/a	3,000					n/a	n/a		

Asset #	Facility/Asset Name	Address	Normal Business Hours	Typical Event Hours (Mon - Sat)	Typical Event Hours (Sunday)	Total Occupant Capacity (Office)	City Occupied Office Square Footage	Sub-Leased Office Square Footage	Total Square Footage	Number of Parking Spaces (Covered)	Number of Parking Spaces (Uncovered)
Parking Facilities:											
15	Lot H	1500 Memorial	8a-5p						184,647		403
16	Lot C	1400 Memorial							47,000		176
17	Theater District Parking Garage	511 Rusk	8a-5p	11a-10p		5	923	1,497	1,507,619	3,470	0
18	City Hall Annex Parking Garage	900 Bagby	7a-5p	11a-8p					281,724	460	45
19	The Houston Center for the Arts Parking Lot	3201 Allen Parkway 77019	8am-5:30pm	6:30am-11:00pm	2:00pm-6:00pm				33,302		85
20	Talento Bilingue de Houston Parking Lot	333 South Jensen 77003	8 am-5:30pm	6:30am-11:00pm	2:00pm-6:00pm		332	230	52,220		159
21	Fannin Garage	1112 Clay	8a-5p	5p-9p	5p-9p	1			369,000	1,075	125
22	GRBCC Parking Lots	1000 Avenida de las Americas	5a-10p	5a-10p	5p-10p				Unk.		1,096

Asset #	Facility / Asset Name	Address	Normal Business Hours	Typical Event Hours (Mon - Sat)	Typical Event Hours (Sunday)	Total Square Footage
Fountains:						
23	Fountain 1	600 Block Preston at Smith	365 days	24 hours	24 hours	n/a
24	Fountain 2	700 Block Preston at Louisiana	365 days	24 hours	24 hours	n/a
25	Fountain 3	800 Block Preston at Market Sq	365 days	24 hours	24 hours	n/a
26	Fountain 4	900 Block Preston at Main	365 days	24 hours	24 hours	n/a
27	Fountain 5	1000 Block Preston at Main	365 days	24 hours	24 hours	n/a
28	Fountain 6	1100 Block Preston at Main	365 days	24 hours	24 hours	n/a
29	Fountain 7	1300 Block Preston at Caroline	365 days	24 hours	24 hours	n/a
30	Fountain 8	1500 Block Preston at Crawford	365 days	24 hours	24 hours	n/a
31	Fountain 9	800 Block on Congress	365 days	24 hours	24 hours	n/a
32	Fountain 10	900 Block on Congress	365 days	24 hours	24 hours	n/a
33	Fountain 11	1000 Block on Congress	365 days	24 hours	24 hours	n/a
34	Fountain 12	700 Block on Prairie	365 days	24 hours	24 hours	n/a
35	Houston Center for the Arts Fountain	3201 Allen Parkway 77019	365 days	24 hours	24 hours	n/a
36	Jones Plaza Fountain	600 Louisiana 77002	365 days	24 hours	24 hours	n/a
37	Sesquicentennial Park Fountains (2)	500 Texas 77002	365 days	24 hours	24 hours	n/a

EXHIBIT "C"

SERVICES TO BE PROVIDED BY ASSET

**EXHIBIT C-1A
FUNCTIONAL MATRIX**

SLA Number	Scope of Services	GRBCC	Worham Theater	Jones Hall	Houston Center for the Arts	Talento Bilingual
1	Management					
2	Finance and Administration	X	X	X	X	X
3	Operational Reporting	X	X	X	X	X
4	Technology	X	X	X	X	X
5	Vendor Management	X	X	X	X	X
6	Documentation and Manuals	X	X	X	X	X
	Building Operations					
7	Capital Planning	X	X	X	X	X
8	Business Continuity (Disaster Back-up)	X	X	X	X	X
9	Drinking Water	X	X	X	X	X
10	Electrical Services	X	X	X	X	X
11	Energy Conservation/Energy Management	X	X	X	X	X
12	Fire/Life Safety Services	X	X	X	X	X
13	General Building Maintenance	X	X	X	X	X
14	Infrastructure Project Management	X	X	X	X	X
15	Mechanical Services	X	X	X	X	X
16	Lighting Maintenance	X	X	X	X	X
17	Plumbing Services	X	X	X	X	X
18	Parking Facilities	X	X	X	X	X
19	Preventive Maintenance	X	X	X	X	X
20	Remedial Requests	X	X	X	X	X
21	Service/Call Center	X	X	X	X	X
22	Electronic Security	X	X			
	General Building Services					
23	Environmental, Health and Safety	X	X	X	X	X
24	General Services	X	X	X		

Key: X = Primary Service Provider

Blank = Service Provider Not Responsible

EXHIBIT C-1B FUNCTIONAL MATRIX (PARKS)

SLA #	Scope of Services	Root Memorial	Jones Plaza	Sesqui-centennial Park 1	Sesqui-centennial Park 2	Sweeney Clock Park	Fish Plaza	Super Block
	Management							
1	General Management	X	X	X	X	X	X	X
2	Finance and Administration	X	X	X	X	X	X	X
3	Operational Reporting	X	X	X	X	X	X	X
4	Technology	X	X	X	X	X	X	X
5	Vendor Management	X	X	X	X	X	X	X
6	Documentation and Manuals	X	X	X	X	X	X	X
	Building Operations							
7	Capital Planning	X	X	X	X	X	X	X
8	Business Continuity (Disaster Back-up)							
9	Drinking Water	X	X	X	X	X	X	X
10	Electrical Services	X	X	X	X	X	X	X
11	Energy Conservation/Energy Management	X	X	X	X	X	X	X
12	Fire/Life Safety Services	X	X	X	X	X	X	X
13	General Building Maintenance	X	X	X	X	X	X	X
14	Infrastructure Project Management	X	X	X	X	X	X	X
15	Mechanical Services		X	X	X	X	X	X
16	Lighting Maintenance	X	X	X	X	X	X	X
17	Plumbing Services	X	X	X	X	X	X	X
18	Parking Facilities		X	X	X	X	X	X
19	Preventive Maintenance	X	X	X	X	X	X	X
20	Remedial Requests	X	X	X	X	X	X	X
21	Service/Call Center	X	X	X	X	X	X	X
22	Electronic Security							
	General Building Services							
23	Environmental, Health and Safety	X						X
24	General Services							

X = Primary Service Provider
Blank = Service Provider Not Responsible

EXHIBIT C-1C FUNCTIONAL MATRIX PARKING FACILITIES

SLA Number	Scope of Services	Civic Center Garage	Theater District Garage	City Hall Garage	Houston Center for the Arts Lot	Talento Bilingual Lot	Fanning Garage	GRBCC Parking Lots
	Management							
1	General Management	X	X	X	X	X	X	X
2	Finance and Administration	X	X	X	X	X	X	X
3	Operational Reporting	X	X	X	X	X	X	X
4	Technology	X	X	X	X	X	X	X
5	Vendor Management	X	X	X	X	X	X	X
6	Documentation and Manuals	X	X	X	X	X	X	X
	Building Operations							
7	Capital Planning		X				X	X
8	Business Continuity (Disaster Back-up)		X				X	
9	Drinking Water		X				X	
10	Electrical Services	X	X	X	X	X	X	X
11	Energy Conservation/Energy Management	X	X	X	X	X	X	X
12	Fire/Life Safety Services		X				X	
13	General Building Maintenance		X				X	
14	Infrastructure Project Management							
15	Mechanical Services		X				X	
16	Lighting Maintenance	X	X	X	X	X	X	X
17	Plumbing Services		X				X	
18	Parking Facilities	X	X	X	X	X	X	X
19	Preventive Maintenance	X	X	X	X	X	X	X
20	Remedial Requests	X	X	X	X	X	X	X
21	Service/Call Center	X	X	X	X	X	X	X
22	Electronic Security							
	General Building Services							
23	Environmental, Health and Safety	X	X	X				
24	General Services		X					

Key: X = Primary Service Provider

Blank = Service Provider Not Responsible

EXHIBIT C-1D FUNCTIONAL MATRIX FOUNTAINS

SLA Number	Scope of Services	All Fountains
	Management	
1	General Management	X
2	Finance and Administration	X
3	Operational Reporting	X
4	Technology	X
5	Vendor Management	X
6	Documentation and Manuals	X
	Building Operations	
7	Capital Planning	X
8	Business Continuity	
9	Drinking Water	
10	Electrical Services	X
11	Energy Conservation/Energy Management	X
12	Fire/Life Safety Services	X
13	General Building Maintenance	X
14	Infrastructure Project Management	X
15	Mechanical Services	
16	Lighting Maintenance	X
17	Plumbing Services	X
18	Parking Facilities	
19	Preventive Maintenance	X
20	Remedial Requests	X
21	Service/Call Center	X
22	Electronic Security	
	General Building Services	
23	Environmental, Health and Safety	X
24	General Services	
	Key:	
	X = Primary Service Provider	
	Blank = Service Provider Not Responsible	

EXHIBIT C-2C
ENVIRONMENTAL, HEALTH AND SAFETY ACTIVITIES
PROJECTED ANNUAL VOLUMES

Type of Survey/Test	Convention Center	Theater/District Facilities*	Parking Facilities**	Parks and Fountains
Indoor Air Quality Test	2	Bi-Annually	Bi-Annually	
Noise/Sound Survey	0			
Lighting Survey	0			
Structural Analysis	0			
Water Sampling	A4			
Cooling Tower Legionella Testing	1			
Air Handler Legionella Testing	1			
Other Surveys/Tests (specify)				
Projected Annual Surveys/Tests Totals	8	8	8	0

* Theater District Facilities include the Wortham Theater Center, Jones Hall, Houston Center for the Arts, and Talento Bilingue de Houston
 ** Parking Facilities (excluding surface parking lots) include (1) Theater District Parking, (2) City Hall Annex Parking, (3) Fannin Garage, and (4) Tunnels

EXHIBIT "D"

SERVICE LEVEL AGREEMENTS

EXHIBIT D-1—GENERAL MANAGEMENT

EXHIBIT D-1A—PERSONNEL QUALIFICATIONS

EXHIBIT D-1B—CITY OF HOUSTON CLEARANCE VERIFICATION FORM

EXHIBIT D-2—FINANCE AND ADMINISTRATION

EXHIBIT D-3—OPERATIONAL REPORTING

EXHIBIT D-4—TECHNOLOGY

EXHIBIT D-5—VENDOR MANAGEMENT

EXHIBIT D-6—DOCUMENTATION, PROCEDURES AND MANUALS

EXHIBIT D-7—CAPITAL PLANNING (INFRASTRUCTURE SYSTEMS ONLY)

EXHIBIT D-8—BUSINESS CONTINUITY

EXHIBIT D-8A—CRITICAL ENVIRONMENTS

EXHIBIT D-9—DRINKING WATER AND DECORATIVE FOUNTAINS

EXHIBIT D-10—ELECTRICAL SERVICES

EXHIBIT D-11—ENERGY CONSERVATION

EXHIBIT D-12—FIRE/LIFE SAFETY SERVICES

EXHIBIT D-13—GENERAL BUILDING MAINTENANCE

EXHIBIT D-14—INFRASTRUCTURE PROJECT MANAGEMENT

EXHIBIT D-15—MECHANICAL SERVICES

EXHIBIT D-16—LIGHTING MAINTENANCE

EXHIBIT D-17—PLUMBING SERVICES

EXHIBIT D-18—PARKING FACILITIES

EXHIBIT D-19—PREVENTIVE MAINTENANCE

EXHIBIT D-20—REMEDIAL WORK REQUESTS

EXHIBIT D-21—SERVICE/CALL CENTER

EXHIBIT D-22—ELECTRONIC SECURITY

EXHIBIT D-23—ENVIRONMENTAL, HEALTH AND SAFETY (EH&S)

EXHIBIT D-24—GENERAL SERVICES

EXHIBIT D-1 GENERAL MANAGEMENT

Function:

Provide account management to ensure services are delivered consistent with the stated scope of services, specifications and service expectations. Management services to include sourcing, supervising and evaluating current service delivery methods and submitting enhancement opportunities to improve quality, customer service and cost performance as well as satisfying current and new business requirements.

Responsibilities:

Hire, train and supervise such personnel and subcontractors as required to manage and perform the assigned functions as defined and delineated within Exhibit C – Functional Matrix on a 24/7 on-site staff basis. “Graveyard” shift on-site coverage, when properties are virtually shut-down, are required to have at least two (2) appropriately skilled persons on-site, one each at the GRBCC and the Wortham Theater Center, to immediately respond to problems and address maintenance activities associated with all Facilities. All work is to be completed in a manner that is consistent and compliant with all local, state and national laws, codes and regulations, and C&E security requirements (refer to Exhibit D-1A Personnel Qualifications). Ensure all personnel having account management, lead engineering, and operational and technical supervisory responsibilities are pre-approved by the Director’s designee prior to being assigned to any C&E property. Ensure that verification checks have been performed for all personnel assigned to the C&E account consistent with Exhibit D-1B – Company Clearance Verification Form. Written certification is to be provided to the Director’s designee prior to any employee starting work on the account.

Maintain effective customer relations. Develop and implement procedures to define and ensure the prompt handling of routine remedial work requests, including the proper communication channels, service level response goals and workload tracking mechanisms. Conduct customer satisfaction surveys on a frequency acceptable to the Facility Managers, summarize the results and implement corrective actions expeditiously.

Work in conjunction with the Facility Managers to develop and implement 24-hour emergency response and procedures for responding to unplanned Facility system interruptions and/or severe weather conditions that affect life safety, physical assets or business operations. Participate as needed in the development of emergency response plans (ERPs) and effectively perform the assigned support responsibilities.

Provide a strategic analysis of the Facilities’ strengths and weaknesses and recommend viable improvement opportunities to maintain areas of strength and enhance areas of weakness. Analysis to include issues such as asset conditions, fiscal constraints, industry trends, new business requirements and anticipated changes within the department’s business use mix.

EXHIBIT D-1 (CONTINUED)
GENERAL MANAGEMENT

Recommend operational, reporting and service delivery programs, procedures and specifications that are, from a practical perspective, appropriate to be deployed on an assigned department-wide basis.

Continually evaluate service delivery programs, processes and methods and recommend alternative means to deliver the services to realize higher quality standards, customer satisfaction levels and/or operational cost savings. Provide the Facility Managers with comprehensive business case analyses for proposed changes, which outline the proposed process/policy/strategy changes, cost/benefit, implementation plan, risks/mitigations, and actions required of C&E.

Prepare benchmarking analyses that compare similar services and operating expenses on a service provider portfolio and regional market basis. Identify and recommend performance enhancement opportunities to improve efficiencies.

Effectively interface with the appropriate groups to understand current and new business requirements, develop solutions to satisfy changing business needs and prepare funding projections for inclusion within the operating, project expense and capital budgets.

Develop, implement, maintain and upgrade as needed, employee training programs designed to improve skill levels and competencies and accommodate new technical and managerial requirements, as approved by Director's designee. Safety training and specific training on specialized equipment and systems should be included.

Hours of Service:

Project Managers are to be assigned and dedicated to both the GRBCC and Theater District asset groups from 8:00 a.m. to 5:00 p.m. on normal business days and available to respond to off-hour issues and problems via cell phone.

24/7 on-site service and coverage programs implemented consistent with C&E requirements. Emergency response procedures implemented on a 24/7 basis.

Service Expectations:

1.A.	Compliance with codes and regulations:	100%
1.B.	Viable cost savings ideas represent 5% of annual operating budget:	100%
1.C.	Operating expenses comparable to local market benchmarks: (excluding unique or atypical service requirements)	100%
1.D.	Work environment available to conduct business as expected:	100%
1.E.	Customer satisfaction rating average:	Greater than 4.0 out of a 5 scale
1.F.	Compliance with personnel pre-approval and qualifications requirements:	100%
1.G.	Personnel training activities completed as planned:	100%
1.H.	Compliance with subcontractor pre-qualification requirements:	100%

EXHIBIT D-1A

PERSONNEL QUALIFICATIONS

Contractor should supply job descriptions for each of the positions that it is staffing for the Agreement. Changes in staffing are subject to the Director's prior written approval. The Contractor shall furnish adequate certification papers and documentation of the assigned personnel's qualifications for the on-site crew and obtain the written approval of the Director, replacing staff as needed with qualified personnel. **Contractor shall not charge for services or staff that it does not provide.**

The Director shall have the authority to instruct the Contractor to remove unsatisfactory personnel from the project for poor performance or violation of C&E facility rules or City policies. The Director's decision shall be final in all cases.

- A. **PROJECT MANAGER** – should have at least ten years of experience as Project Manager for similar projects, although candidates with less experience may be considered if they have extensive training. C&E Director's prior written approval is required before any Project Manager is hired. Project Manager must be dedicated to this contract exclusively and work full-time to serve as Contractor's on-site manager for all phases of building operation, maintenance and repair services at the C&E complex. The Project Manager shall not be reassigned from this project without 90 days' advance written notice to the Director.
- B. **FIRST CLASS OPERATING ENGINEERS** – must have First Grade, Stationary Engineer's License and Maintenance Electrician's License in conformance with City of Houston codes. Each of the Chief Operating Engineers shall have at least 5 years' operating experience as a First Grade Stationary Engineer, be qualified to supervise and train other operating engineers and maintenance technicians in the operation of C&E's heating, ventilation and air conditioning systems (HVAC), the plumbing system, the electric power supply and distribution system, the lighting system, maintenance functions, and the fire suppression system. Initially, there should be one (1) Chief Operating Engineer for the GRBCC, one (1) Chief Operating Engineer for the Wortham Theater Center, and one (1) Chief Operating Engineer for the other Theater District Facilities. The Shift Lead Engineer shall have at least 5 years' operating experience as a First Grade Stationary Engineer.
- C. **OPERATING ENGINEERS** – shall have Second Grade Stationary Engineer's Licenses in conformance with City of Houston codes.
- D. **MAINTENANCE ELECTRICIANS** – Maintenance Electricians shall have: (a) at least 10 years' experience as a maintenance electrician and a Journeyman Electrician's license in conformance with the City of Houston Building Code; and (b) qualifications to perform most maintenance tasks.

PERSONNEL QUALIFICATIONS *CONTINUED*

- E. **MAINTENANCE MECHANICS** – shall have at least 5 years of experience with at least 2 years' experience in commercial air conditioning and centrifugal chillers of 500+ tons.
- F. **PLUMBER** – Plumber should have at least five years of experience as a certified journeyman plumber. In addition to the certified journeyman plumber, a female plumber, or a female with experience as a plumber's helper, should be available on stand-by during events open to the public, to attend to any minor plumbing problems that may arise in ladies' restrooms.
- G. **FOUNTAIN TECHNICIAN**—must have a minimum of two years of experience in mechanical repairs.
- H. **GENERAL MAINTENANCE TECHNICIAN** – must have 3rd grade or above City of Houston Stationary Engineer's license with a minimum of 5 years' experience.
- I. **PAINTERS AND PAINTERS' ASSISTANTS** – Painters should have at least 5 years of experience painting and should be familiar with a variety of techniques, equipment and media, including Zolatone painting. Painters' Assistants should have at least one year's experience painting vocationally.
- J. **LOCKSMITH** -- Minimum of (3) years of experience working as a full-time door and lock hardware installer. Must be able to install, repair, adjust and maintain door hardware to factory standards. Experience to include but not be limited to: Panic bar devices, door closers, automatic door closers, electric latch strikes, interchangeable core systems, mortise and rim cylinder lock devices. Locksmith will be based at the GRBCC but provide services at all Facilities as requested.
- J. **OFFICE ASSISTANT** – should have at least two years of previous experience as an office assistant and must be at least a high-school graduate with above average oral and written communication skills. Must have computer experience in Excel, Word, and working with a CMMS type software.

EXHIBIT D-1B
CITY OF HOUSTON CLEARANCE VERIFICATION FORM

Company/Contractor Name: _____
Business Address: _____

Business Telephone: _____
Primary Contact: _____
Title: _____

Name of Employee: _____
Title: _____

Check box of confirmed clearance:
Ten-year Criminal Background Check
Drug Test; What type of panel? _____
Credit Background Check
Driving Record Check
Employment Verification
Education Verification
Other: _____

Signature of Project Manager: _____

Date: _____

C&E Facility Manager: _____

Date: _____

EXHIBIT D-2
FINANCE AND ADMINISTRATION

Function:

Provide financial processing and reporting services to ensure fiscal controls are appropriately applied, C&E electronic interfaces occur as expected, financial reports are a true reflection of expenses incurred, invoices are approved and appropriately funded and budgets are developed consistent with C&E requirements.

Responsibilities:

Prepare annual as well as mid-year re-forecasted expense operating budgets for all Facilities including an assigned portfolio summary budget. Budgets to detail the expected expenses related to the overall management, administration, and operation of the properties on a monthly and fiscal year to date basis. Format to be compatible with industry standard chart of accounts, as adapted by C&E, and show the respective cost per square foot calculations where applicable.

Provide budget back-up documentation to include the assumptions used to develop budget values and submit budget variance explanations, versus actual expenses incurred, as part of the monthly and quarterly financial reporting process.

Perform accurate and timely fiscal accounting services for all expenditures related to the scope of services which shall include, but not be limited to, monthly and quarterly operating reports, sub-contractor payments for services, invoice processing for materials and supplies, preparation and maintenance of assigned inventory controls and preparation of all fiscal year-end close-out accounting documents. Also includes adhering to capital and expense project close-out procedures as defined by C&E.

Maintain complete books and records in connection with the management and operation of the contract. Such books and records shall be kept in a manner sufficient to respond to C&E financial information requirements and requests for information regarding the operation of the contract.

Assemble, retain and monitor compliance with all contracts, agreements and other records and data as may be necessary to carry out the functions associated with the delivery of the assigned range of services.

Approve all invoices submitted to C&E for payment ensuring they are a true reflection of the services or project work accomplished and consistent with City expenditure authorization limits. Ensure subcontracted vendors receive their payment consistent with the service agreement terms.

EXHIBIT D-2 (CONTINUED)

Finance and Administration

Appropriately process Special Service Authorizations (SSA) account payments consistent with approved accounts payable procedures and policies.

Manage all contract related bank accounts in a fiscally sound manner and in compliance with all City requirements and governing rules and regulations.

Service Volumes:

Financial reporting including variance explanations submitted to C&E on a monthly basis.

Capital and expense budget submitted on an annual basis.

Re-forecast as requested by C&E.

Hours of Service:

Service provider financial staff available to respond to C&E inquiries during normal business hours.

Service Expectations

2.A.	Compliance with banking rules and regulations:	100%
2.B.	Budget package complete and submitted on time:	100%
2.C.	Invoices accurate and approved prior to submission:	100%
2.D.	Payments dispersed consistent with City authorization limits:	100%
2.E.	Monthly financial reporting package complete and on time:	100%
2.F.	Sub-contracted payments made consistent with agreement terms:	100%
2.G.	Service provider responsive to C&E inquiries:	100%

EXHIBIT D-3 OPERATIONAL REPORTING

Function: Provide monthly, quarterly and year-to-date operational reporting services which highlight operational issues and summarize the preventive maintenance, remedial work requests, capital planning and infrastructure project management workload results as the fiscal period progresses. Reports to be prepared at the Facility level with applicable department-wide summaries presented.

Responsibilities:

Prepare monthly reporting packages that summarize the operational performance and workload volume results using the information contained and updated within a C&E approved CMMS system. Package to include an executive summary that highlights significant achievements and pertinent issues as well as sufficient details to comply with all C&E reporting requirements.

Capital Planning – Required reporting to include:

- Status on the primary infrastructure system live loads relative to system capacities and current usage
- Identification of current and projected central plant deficiencies
- Recommendations on system or component modifications, expansion plans or replacements which will mitigate anticipated infrastructure capacity limitations and reliability concerns
- Summary of incident reports and status of all action items where abnormal incidents have resulted in downtime or impacted facility availability

Preventive maintenance program. Required reporting to be by functional trade discipline and include:

- Number of Critical PM activities completed as planned
- Number of non-critical PM activities completed as planned
- Number of PM activities deferred, reasons why deferred and length of deferral time
- Actual person hours expended to complete the PM routines
- Estimated person hours projected to complete the PM routines
- Number of remedial PM work orders generated and completed
- Number of open remedial PM work orders and reasons delayed
- Progress towards attaining the major preventive maintenance goals and objectives

Operational Reporting

Workload and resource utilization reports that summarize the customer initiated remedial work order activities. Required reporting to be by functional trade discipline and include:

- Number of work orders received
- Number of work orders completed
- Number of work orders deferred
- Number of person hours expended
- Number of person hours projected
- Number and percent of work orders received and completed (organized by the service level response goals)

Number of building alarm system notifications responded to-with a resolution summary

Infrastructure project status. Required reporting to include:

- List individual infrastructure projects outstanding and progress on budget, schedule and scope attainment
- List individual infrastructure projects completed and final budget, schedule and scope attainment results
- List individual infrastructure projects deferred and reason for deferral with associated risk analysis

Customer Satisfaction Results. Required reporting to include:

- Summary of formal customer surveys conducted
- Summary of informal feedback (i.e., e-mails response, verbal communications etc.)
- Summary of feedback by functional discipline (i.e., operations, projects etc.)

Service Volumes:

- Operational reporting submitted to the Facility Managers on a monthly basis.
- Regulatory reporting submitted consistent with C&E requirements.

Hours of Service:

- Contractor/service provider staff available to respond to C&E inquiries during normal business hours and during events.

Service Expectations:

3.A.	Regulatory reporting requirements satisfied:	100%
3.B.	Service provider responsiveness to C&E inquiries:	100%
3.C.	Monthly reporting package complete and submitted on time:	100%
3.D.	Accuracy of information contained within monthly reports:	100%

EXHIBIT D-4 TECHNOLOGY

Function: Provide a comprehensive technology platform to effectively integrate the Facilities' business processing and reporting functions. Capabilities provided to include the means to effectively manage the remedial work request and preventive maintenance work order processes, budgeting and accounting requirements, procurement initiatives and processes, performance management program tracking and reporting, and project management assignments. C&E access to information is to be facilitated through a customized Internet-based portal system with highly secured protection capabilities.

◆ **Responsibilities:**

- Provide the CMMS technology necessary to allow C&E to have continuous access to pertinent operations and maintenance information through a web-based system that is customized to meet C&E's requirements using a common web browser. Ensure access to information is tightly controlled with only authorized individuals allowed to view, manipulate and retrieve information.
- Ensure compliance with all licensing requirements and recommend software upgrades to maintain systems as current or provide additional capabilities.
- Provide the means to monitor, track and retrieve information by Facility, by building trade discipline, by work request, and by any multiple combinations of these factors. Systems to support access to information at the Facility and Department-wide summary levels on a 24/7 basis. Provide reporting capabilities consistent with the Operational Reporting requirements as defined within Exhibit D-3 Operational Reporting.
- Establish the procedures and processes necessary to receive remedial work requests on-line, generate and distribute work orders, close work orders, track workload volumes, measure attainment of service level response goals and solicit customer satisfaction feedback. System to provide web based capabilities for requestor to check work order status. System to be able to notify requestor as a work request moves through the process (i.e., acknowledge receipt, indicate when request triggers work order, identify schedule for completion, notify requestor of deviations from schedule and notify requestor when work order is complete).
- Provide a preventive and predictive maintenance and inspection program system capability that reflects industry standard, manufacturer recommended and C&E approved maintenance routines and procedures for all of the building Equipment operational within assigned Facilities. Generate work orders on a prescribed frequency, close work orders, track workload volumes and measure compliance with operational performance objectives.

EXHIBIT D-4 (CONTINUED)
TECHNOLOGY

- Provide the budget and accounting systems that satisfy City processing and reporting requirements including technologies for timekeeping, payroll system, accounts payable, general ledger and other financial related processing. Ensure the financial systems can accommodate an account-kind structure that is consistent with industry standards, is maintained at the individual Facility level with required Department-wide roll-ups, and facilitates standard industry benchmarking programs.
 - Provide an e-procurement solution that satisfies all invoice, purchase order and procurement requirements as defined by the City. Solution is to be capable of integrating with a CMMS technology and provide readily available access to procurement information as applied to individual Facilities and operational budgets, work orders and project activities.
 - Provide the ability to manipulate data in a manner that demonstrates attainment of key performance indicators and performance metrics reporting criteria as defined within the various functional SLA service expectations.
 - Provide a project management technology solution to effectively manage individual capital and expense infrastructure projects. Capabilities include the ability to monitor project status, budgets and schedules and provide a master scheduling system which summarizes all project activities underway, completed and planned on a fiscal year-to-date basis.
 - Ensure the range of technology solutions are housed in a physically secured and "hardened" environment with industry accepted building infrastructure redundancy programs and systems in-place. Prepare a disaster recovery program to minimize downtime in the event a major disaster occurs.
 - Develop a means to identify and quantify new management processing and reporting requirements, add new data elements and recommend technology improvements to satisfy new and emerging business requirements.
 - As directed by C&E, provide and utilize VFA *facility* as the technology solution to facilitate capital planning and asset management activities and development of capital improvement plans.
- ◆ **Service Volumes:**
- Information maintained in a real time, accurate, up-to-date and complete manner to satisfy all processing and reporting requirements.
- ◆ **Hours of Service:**
- Access to pertinent information available to authorized City representatives on a 24/7 basis.
 - Contractor to be available during normal business hours to promptly respond to C&E inquiries and requests for additional information and clarifications.

EXHIBIT D-4 (CONTINUED)
TECHNOLOGY

◆ **Service Expectations:**

4.A. Compliance with secured access requirements:	100%
4.B. C&E ability to access information via the web:	98%
4.C. Prompt response to inquiries:	100%
4.D. Licensing requirements satisfied:	100%
4.E. Databases maintained as current:	98%
4.F. Software upgrades and data elements added as appropriate:	100%
4.G. Applicable project criteria updated within the CMMS within 30 days of project completion:	100%

EXHIBIT D-5 VENDOR MANAGEMENT

Function: Provide management services for all subcontracted vendors ensuring services are delivered consistent with Agreement terms, service specifications and C&E expectations. Monitor vendor performance and approve all vendor invoices. As necessary update service specifications based on changing business needs and periodically evaluate alternative sourcing opportunities.

◆ **Responsibilities:**

- Provide the assigned range of operations and maintenance services and ensure they are delivered consistent with service specifications and applicable codes and regulations. Identify services to be subcontracted or re-bid to realize process improvements or cost savings, prepare detailed service specifications for approval, conduct formal bid procedures, recommend third party vendors for service contract awards, and execute such contract awards. All third party provider contracts are to be consistent with City established contract parameters, guidelines and stipulations, and insurance requirements.
- Perform accurate and timely fiscal accounting services for all expenditures related to the subcontracted scope of services which shall include, but not be limited to, monthly and quarterly operating reports (which include updated fiscal year expenditure forecasts against budget), subcontractor payments for services and associated invoice processing for materials and supplies, and preparation of all fiscal year-end close-out accounting documents.
- Effectively interface with C&E representatives to ensure current and future business requirements are satisfied on a consistent basis. Continually evaluate service delivery programs, processes and methods and recommend alternative means to deliver the services to realize higher quality standards, customer satisfaction levels and/or operational cost savings. Provide C&E with comprehensive and rigorous business case analyses for proposed changes that outline the proposed process/policy/strategy changes, cost/benefit, implementation plan, risks/mitigations, and actions required of C&E.
- Where practical, manage the provision of subcontracted services on a regional basis to leverage resources and purchasing power across a wider array of properties.
- Provide effective support for assigned critical environments by self-performing or retaining subcontractors who possess the required level of expertise necessary to ensure critical environments are serviced consistent with C&E requirements.

EXHIBIT D-5 (CONTINUED)
VENDOR MANAGEMENT

- Periodically benchmark subcontracted services within local and regional markets and provide the Facility Managers with an analysis addressing how current service pricing compares with the market.
- Approve all subcontractor invoices submitted for payment ensuring they are a true reflection of the services or project work accomplished and consistent with City expenditure authorization limits. Ensure subcontracted vendors receive their payment consistent with the service agreement terms.
- As much as practical, utilize minority, disabled persons and women owned businesses to deliver subcontracted services and/or provide materials and supplies.

◆ **Hours of Service:**

- Subcontractor services provided consistent with C&E approved requirements for each particular service function.

◆ **Service Expectations:**

5.A.	Compliance with codes and regulations:	100%
5.B.	Compliance with authorized spending limits:	100%
5.C.	Compliance with City procurement requirements:	100%
5.D.	Specifications satisfy current business requirements:	100%
5.E.	Compliance with licensing and certification requirements:	100%
5.F.	Compliance with security procedures and policies:	100%

EXHIBIT D-6 DOCUMENTATION, PROCEDURES AND MANUALS

Function: Develop, maintain and communicate the policies and procedures associated with the delivery of efficient and quality operations and maintenance services in support of the various Department functions and business activities, tenants, events and performances. Library of asset drawings, manuals or electronic files will include comprehensive Facility manuals, safety programs, emergency procedures (per established City guidelines), building operations and maintenance procedures.

◆ **Responsibilities:**

- Policies and procedures to be prepared for all assigned Facilities within the Department and distributed to the appropriate personnel based on the need to receive and use the information.
- Policies and procedures to be maintained as current with updates and modifications communicated to the appropriate audience as necessary or required.
- Manuals, building drawings and electronic documents to be properly labeled and indexed to allow for quick access to specific information.
- Maintain a back-up copy of appropriate Contractor critical building drawings and electronic documents at an alternate site location. Back-up information to be updated quarterly.
- Ensure operational procedures and problem escalation procedures specific to critical Equipment (e.g., UPS, generators, transfer switches, distribution equipment, major mechanical equipment etc.) are posted in close proximity to or on the Equipment for ready reference by operations technicians and vendors.
- Ensure policies and procedures developed are not in conflict with established City policies and procedures.
- Facility information to be provided electronically and address items such as:
 - Emergency contacts
 - Closing procedures and communications
 - Fire and life safety systems
 - Evacuation procedures (including drills and schedules)
 - Services provided at each site
 - Means to access service (HVAC, lighting, helpdesk, etc.)
 - Hours of operation
 - Parking programs
 - Amenities

EXHIBIT D-6 (CONTINUED)
DOCUMENTATION, PROCEDURES AND MANUALS

- Safety Programs for internal use by Contractor to address items such as:
 - Workplace safety
 - Training
 - OSHA reporting requirements
 - Hazard Communications
 - MSDS requirements
 - Confined Space
 - Lock-out Tag-out
 - Protective equipment
 - Hazardous material handling

- Emergency procedures to address items such as:
 - Building specific and cross organizational response procedures and related training programs
 - Communications
 - Escalation protocols
 - Key contacts list
 - Municipality and State contact list

- Building Operations Procedures to address items such as:
 - Building Drawings
 - Energy conservation
 - Business continuity
 - Operational parameters
 - Coverage programs
 - Functional vendor lists
 - Safety
 - Major building systems
 - Maintenance and repair programs

- ◆ **Service Volumes:**
 - Information to be provided to appropriate City personnel.

EXHIBIT D-6 (CONTINUED)
DOCUMENTATION, PROCEDURES AND MANUALS

◆ **Hours of Service:**

- Inquiries and questions from C&E to be received and addressed during normal business and event hours.

◆ **Service Expectations:**

6.A.	Regulatory requirements satisfied:	100%
6.B.	Emergency procedures properly documented:	100%
6.C.	C&E has pertinent materials and current information:	100%
6.D.	New employees/planners have proper materials:	100%
6.E.	Documentation reviewed monthly and appropriately updated:	100%
6.F.	Complete set of current documentation readily accessible:	100%
6.G.	Complete copy set of current documentation available as a back-up and stored at an alternate site.	
	Back-up information updated quarterly:	100%

EXHIBIT D-7
CAPITAL PLANNING
(INFRASTRUCTURE SYSTEMS ONLY)

Function: Provide comprehensive Capital Planning services associated with building infrastructure improvements within assigned Facilities. Intent is to ensure critical business operations, the general work environment, convention space and theater district venues are as free as possible from interruptions due to (1) building systems or equipment/component failures, and (2) infrastructure capacities being exceeded by operational business demands (particularly in regards to mechanical and electrical capacities).

◆ **Responsibilities:**

- Coordinate the information gathering process from several cross-functional C&E groups and develop a comprehensive three (3) year rolling capital improvement plan (CIP) that summarizes and conveys the short and long-term Facilities infrastructure renewal, upgrades and replacement needs.
- As directed by C&E, utilize VFA *facility* as the capital planning and asset management tool to facilitate development of the CIP.
- On an ongoing basis, evaluate assigned building infrastructure Equipment and components and identify areas where reliability issues exist. These issues are considered to be severe and unless addressed in a timely manner could jeopardize business continuity objectives, negatively impact operational expenses, interrupt ongoing events/performances or compromise safety.
- On an ongoing basis, track and report on primary infrastructure system loads relative to system capacities, identify current and projected deficiencies, develop and present recommendations on systems modifications, expansions, or replacements which will mitigate any anticipated infrastructure capacity limitations.
- Develop and present an annual business plan that details the recommended infrastructure improvement opportunities, defines the recommended project scope and business justification and articulates the estimated costs.

◆ **Service Expectations:**

- | | | |
|------|---|-----------------------------------|
| 7.A. | Recommended projects in compliance with codes and regulations: | 100% |
| 7.B. | Quarterly reports provide accurate information: | 100% |
| 7.C. | CIP maintained as current and readily accessible: | 100% |
| 7.D. | CIP submitted consistent with schedule and format requirements: | 100% |
| 7.E. | C&E evaluation of CIP quality: | Greater than 4.0 out of a 5 scale |

EXHIBIT D-8 BUSINESS CONTINUITY

Function: Provide an environment where designated critical business operations are free from interruption caused by internal Facility Equipment failures or external utility failures. Based on the sophistication of the emergency back-up systems, critical businesses will only incur scheduled and approved interruptions associated with required maintenance activities.

◆ Responsibilities:

- Participate in the annual business planning process and solicit information from C&E on its future business continuity requirements.
- Effectively communicate to C&E the capabilities, capacities and limitations associated with the existing auxiliary and emergency back-up systems.
- Based on C&E requirements evaluate existing emergency back-up capabilities and recommend ways to improve or expand capacity to meet changing business needs.
- Manage new auxiliary back-up system projects ensuring all projects are completed consistent with the approved scope of work, budget and schedule.
- Continuously evaluate existing auxiliary back-up Equipment and develop Equipment replacement and renewal programs designed to ensure reliability over the long term.
- Ensure all auxiliary back-up system testing, including full load tests, occur as required to maintain the integrity of the Equipment and are completed consistent with the applicable regulatory requirements.
- Prepare alarm response procedures and training programs so that all involved personnel fully understand the operational protocols associated with alarm conditions and auxiliary back-up system capabilities.
- Ensure all infrastructure system maintenance, repair and new Equipment installations are completed consistent with all local, state and national codes and regulations.
- Perform electrical and mechanical system inspections and preventive maintenance as required to ensure continuous operations.
- Respond to work interruptions, outages or emergencies consistent with the service level response goals. Establish emergency response escalation programs to ensure the appropriate City representatives are promptly notified of emergency conditions.
- Complete an Incident Report for all abnormal incidents affecting systems availability (draft prepared within 24 hours of an incident). Determine the root cause and action items required to restore availability and prevent a recurrence.
- Ensure lessons learned from failure analyses are clearly communicated and employed to reduce the potential for similar failures in the future.

EXHIBIT D-8 (CONTINUED)
BUSINESS CONTINUITY

- Annually review and confirm all utility right-of-way paths are within acceptable criteria (e.g., clear pathways, rodent protection and accident protection including site primary/secondary exterior switchgear).
- ◆ **Service Volumes:**
 - Refer to Exhibit D-8A for list of critical business areas.
- ◆ **Hours of Service:**
 - Majority of services and support can occur during normal business hours, but an on-site presence is required on a 24/7 basis.
 - Auxiliary power and emergency back-up systems are available to operate on a 24/7 basis.
- ◆ **Service Expectations:**

8.A.	Compliance with codes and regulations:	100%
8.B.	Critical work environment available to conduct business as expected	100%
8.C.	Projects completed consistent within the final scope, defined budget and schedule determined at the time of project approval:	100%
8.D.	Critical PM work orders completed as planned:	100%
8.E.	Immediate response to Priority 1 response goals:	100%
8.F.	Assigned incident report action items completed:	100%
8.G.	Incident reports drafts submitted within 24 hours:	100%
8.H.	On-site staffing requirements satisfied:	100%

EXHIBIT D-8A CRITICAL ENVIRONMENTS

Facility Name	Environment Description	Quantity	Specific Location	Rentable Square Footage
Note: Critical Environments are those 24/7 facilities or locations where infrastructure power protection is provided through a UPS and generator capability and require 24/7 alarm monitoring				
GRBCC				
Main Plant -26 level	Controls all facility operations	1	GRBCC – Level-26 rear	
Tunnel -12 level Communications	Smart City Telephone Switch & Communications	1	GRBCC- Level –12 SW	
Ground level - Security Command Ctr	Main Security Entrance & Control Center	1	GRBCC – Hall E Dock	
Ground level - Police Station	24-Hour Police Station Entrance & Operations	1	GRBCC – Rusk Street HPD Sub Station	
Ground level- Emergency Generator	Emergency Generator serving Police & north end	1	GRBCC – Hall A Dock	
Level 1.5 - Computer System Center	Computer Control Operations & Servers For Dept	1	GRBCC 1.5 Office Level	
Level 2 +25 - Emergency Generators	Emergency Generators serving center & south end	3	GRBCC- 2R Boiler Room	
Level 2 +25 - Starbucks Coffee Shop	Perishable Food Storage	1	GRBCC – Level 2 Registration E	
Level 3 +51 - Main Kitchen & Pantry	Perishable Food Storage	3	GRBCC – Level 3 Main Kitchen	
Level 3 +51 Refrigerated Semi-Trailer	Perishable Food Storage - Ballroom Dock	1	GRBCC- Level 3 Ballroom Dock	
Level 3 +51 - Security Camera DVR	Recording & Server Area For Security System	1	GRBCC – Level 3 by Meeting Room 318D	
Level 3 +51 - Emergency Command	Temporary Storm Command Post - RM 318F	1	GRBCC – Level 3 inside Meeting Room 318F	

EXHIBIT D-8A CRITICAL ENVIRONMENTS (CONTINUED)

Facility Name	Environment Description	Quantity	Specific Location	Rentable Square Footage
Note: Critical Environments are those 24/7 facilities or locations where infrastructure power protection is provided through a UPS and generator capability and require 24/7 alarm monitoring				
Wortham Theater Center				
Event Venue				
Security Control Center	Security Surveillance System	1	Stage Door Security	0
Telecom Closets/Rooms	MDF	1	Basement	0
Other (specify)	Computer Main Frame	1	4th floor	0
Jesse H. Jones Hall				
Event Venue				
Security Control Center				
Telecom Closets/Rooms	MDF/Main Frame	1	Houston Symphony Offices	0
Other (specify)				
Houston Center for the Arts				
Event Venue				
Security Control Center				
Telecom Closets/Rooms				
Other (specify)				
Talento Bilingue de Houston				
Event Venue				
Security Control Center				
Telecom Closets/Rooms				
Other (specify)				

EXHIBIT D-9 DRINKING WATER AND DECORATIVE FOUNTAINS

Function: Provide potable Drinking Water at assigned locations within the Facilities, ensuring the water available for the general public is properly filtered and suitable for human consumption. Ensure filter systems connected to municipal water systems, with either a centralized filter system or individual filter systems installed at the water dispensing locations, are appropriately maintained.

Maintain and repair decorative Fountains as necessary to preserve appearance and function.

◆ Responsibilities:

- Filter systems to be operational on a consistent basis.
- Proper signage (e.g., "Out of Order") is to be deployed at impacted locations for those intermittent instances where the water is not suitable for human consumption.
- Repairs to water dispensing units are to be accomplished on a priority basis.
- Ensure the proper filter products are used at all locations.
- Preventive maintenance programs are to be developed and implemented to ensure filters are changed on the appropriate frequency.
- Water quality is to be tested by a certified and independent water testing *firm* on a quarterly basis at a minimum and to investigate suspected water quality problems, if any. Problems detected are to be immediately rectified.
- Maintain strong relations with the municipal water company and establish procedures where water company quality problems are promptly communicated. Implement temporary protective measures until water company problems are resolved.
- Ensure drinking water dispensing units are clean at all times with free flowing drains.
- Maintain decorative Fountains daily by skimming surface water of leaves and debris, testing water and providing chemical treatment, checking lighting and replacing burned out lights, and backwashing filters as required.
- Quarterly, perform preventive maintenance on Fountain pumps and solenoids, pump out holding pits and refill with fresh water, clean calcification and mechanical room / pit.
- Semi-annually, clean calcification and apply paste wax to Fountains.
- Repair Fountains and any related Equipment that malfunctions as needed.

◆ Service Volumes:

- Water dispensing units are located throughout the Facilities.
- Fountain locations are described in the Equipment List—Exhibit "E"

◆ Hours of Service:

- Potable water to be available on a 24/7 basis at all assigned locations within the Facilities.
- Fountains operate seven days per week and are on timers.

◆ Service Expectations:

9.A.	Compliance with water purification standards:	100%
9.B.	Compliance with filter change program:	100%
9.C.	Compliance with annual testing requirement:	100%
9.D.	Dispensing unit availability:	98%
9.E.	Compliance with Fountain maintenance standards	100%

EXHIBIT D-10 ELECTRICAL SERVICES

Function: Provide electrical services at assigned Facilities within the portfolio. Functional components include preventive maintenance, response to remedial and business unit work requests, daily operating programs and building infrastructure project support services.

◆ Responsibilities:

- Maintain electrical infrastructure Equipment such as switchgear, transformers, electrical panels, PDU's etc. to ensure continuous operations.
- Coordinate all necessary Facility outages with occupants. Manage all communications with stakeholders and adhere to Equipment maintenance schedules.
- Maintain emergency back-up Equipment such as UPS and diesel/gas generator distribution systems to ensure their proper operation when activated. Ensure no controllable interruptions impact business operations, events or performances where electrical back-up systems are in-place.
- Ensure properly trained and licensed personnel and vendors address the range of electrical services work with all actions taken being in compliance with all local, state and national codes and regulations, and C&E security and safety policies and procedures.
- Respond to emergency situations on a priority and immediate basis and consistent with emergency response procedures.
- Respond to remedial work requests consistent with established service level response goals.
- Recommend improvements to ensure potential problem areas are addressed prior to failure both internal to the C&E infrastructure and the outside utility systems serving sites.
- Provide 24/7 emergency response support.

◆ Hours of Service:

- Operating Engineers First Grade, with Stationary Engineer's License and Maintenance Electrician's License, available to respond to off-hour issues and problems, to be assigned and dedicated as follows: Monday through Friday and during events, which are often scheduled in the evening and on weekends:
 - GRBCC: 6:00 a.m. to 4:00 p.m.
 - Wortham Center: 7:00 a.m. to 5:00 p.m.
 - Jones Hall: 7:00 a.m. to 5:00 p.m.
 - All other facilities: 7:30 a.m. to 5:00 p.m.

EXHIBIT D-10 (CONTINUED)
ELECTRICAL SERVICES

➤ Maintenance Mechanics, with Third Grade Stationary Engineer's License and Maintenance Electrician's License, available to respond to off-hour issues and problems, to be assigned and dedicated as follows: Monday through Friday and during events, which are often scheduled in the evening and on weekends:

- GRBCC: 3:00 p.m. to 11:00 p.m.
- Wortham Center: 8:00 a.m. to 5:00 p.m.
- Jones Hall: 8:00 a.m. to 5:00 p.m.
- Theater District Parking Garage: 7:00 a.m. to 4:00 p.m.
- All other Lots and Garages (2 FTEs): 8:00 a.m. to 5:00 p.m.

➤ Maintenance activities can be performed during normal business hours; however, all maintenance/PM activities that may interrupt normal business operations or events are to be scheduled for off-hour periods.

◆ **Service Expectations:**

- 10.A. Compliance with codes, regulations, safety and security programs: 100%
- 10.B. Compliance with on-site schedule requirements: 100%
- 10.C. Critical PM work orders completed as planned: 100%
- 10.D. Non-critical PM work orders completed as planned: 95%
- 10.E. Remedial work requests completed consistent with service level goals: 98%
- 10.F. Projects completed consistent with final scope and defined budget: 100%
- 10.G. Projects completed consistent with schedule determined at time of project approval: 95%
- 10.H. Critical environments available to conduct business: 100%
(not including utility outages and scheduled system outages)

EXHIBIT D-11 ENERGY CONSERVATION

Function: Monitor energy usage and ensure all Facility systems are operating at their inherent peak efficiency and maximizing their design capabilities. Services apply to all assigned Facilities. Recommend ways to improve efficiency by changing operating procedures or utilizing more energy efficient controls and Equipment. Monitor industry trends and regulations and, where practical, present competitive and reliable sourcing opportunities in the open market.

◆ **Responsibilities:**

- Annually benchmark all utilities and prepare an analysis that compares usage and pricing to comparable markets, explains variances and present conservation opportunities.
- Provide monthly utility billing information including on-peak/off-peak demand, consumption, rates and tariff structure as provided by the utility on their billings.
- Ensure all Facility control technologies are operating in a manner to avoid wasted energy.
- Operate all Facility systems in accordance with event requirements.
- Annually submit viable energy conservation ideas for consideration that represent 3% of the total energy costs incurred on an annualized basis.
- As assigned, develop energy conservation project documents that define a detailed scope of work, identify all benefits to be realized, itemize all associated costs and present a return on investment analyses.
- As assigned, manage approved energy conservation projects ensuring all projects are completed consistent with the scope of work, budget and schedule.
- Develop and recommend load shedding programs that curtail energy consumption during peak demand periods including the evaluation of opportunities, associated risks and potential customer impact and building availability.
- Develop and implement operational programs that curtail energy consumption as much as possible without interrupting critical businesses, events and performances.
- Ensure all energy conservation initiatives are implemented in a manner that is in compliance with local, state and national codes and regulations.
- Develop customer communications for periodic distribution that suggests ways City employees and vendors can participate in the overall objective to contain energy consumption and costs.
- Research and pursue opportunities to offset capital improvement costs with rebates and other programs offered by utility companies and governmental agencies.

EXHIBIT D-11 (CONTINUED)
ENERGY CONSERVATION

◆ **Service Volumes:**

- Energy conservation enhancement opportunities apply to all of the assigned Facilities.

◆ **Hours of Service:**

- Energy conservation programs apply on a 24/7 operational basis.

◆ **Service Expectations:**

11.A.	Compliance with codes and regulations:	100%
11.B.	Compliance with event requirements:	100%
11.C.	Projects completed consistent with final scope and defined budget:	100%
11.D.	Projects completed as scheduled as determined at time of project approval:	98%
11.E.	Viable energy conservation opportunities presented annually:	100%

EXHIBIT D-12

FIRE/LIFE SAFETY SERVICES

Function: Provide Fire/Life Safety services at all assigned Facilities. Functional components include emphasis on code compliance, preventive maintenance, response to malfunctioning Equipment and devices, effective operation of fire/life safety Equipment and operational infrastructure projects.

◆ **Responsibilities:**

- Maintain fire/life safety equipment such as fire panels, alarm notification systems, smoke and heat detectors, sprinkler systems, kitchen fire suppression systems, emergency lights, exit signs, exterior lights etc. to ensure continuous operation and appropriate actions occur during emergency situations.
- Respond immediately to all fire alarms consistent with the service level response goals requirements and work with Security and the local fire department to find the source of an alarm and repair as per UL, local, state and national codes and regulations.
- Maintain all portable fire extinguishers and fire hoses per applicable codes.
- Ensure fire/life safety equipment operates as required during power outages or other emergency conditions by periodically testing the Equipment connected to emergency generator systems.
- Conduct all fire/life safety specific maintenance and testing such as flow tests, alarm tests, smoke/heat detector tests etc. consistent with industry standard or local code mandated practices and frequencies.
- Ensure properly trained and licensed personnel address the range of fire/life safety services work with all actions taken being in compliance with all local, state and national codes and regulations. Ensure all Equipment is appropriately labeled.
- Recommend opportunities to improve safety and reduce business interruptions by identifying potentially vulnerable areas, Equipment or processes.
- Maintain effective relations with the local fire department and fire marshal.
- Perform building sweeps to ensure all aisles, stairwells and egress paths are clear of obstructions.

◆ **Service Volumes:**

- Workload involves activities in the preventive maintenance, remedial work request and building infrastructure projects areas.

EXHIBIT D-12 (CONTINUED)
FIRE/LIFE SAFETY SERVICES

◆ **Hours of Service:**

- 24/7 system coverage with immediate response to all emergency conditions and system Equipment problems or fire alarms.

◆ **Service Expectations:**

12.A. Compliance with codes and regulations:	100%
12.B. Compliance with C&E requirements:	100%
12.C. Maintenance and system testing frequencies completed as required:	100%
12.D. Work requests addressed consistent with service level response goals:	98%
12.E. Projects completed consistent within final scope and budget goals:	100%
12.F. Projects completed consistent with schedule requirements:	95%
12.G. Customer satisfaction rating average:	Greater than 4.0 out of a 5 scale

EXHIBIT D-13

GENERAL BUILDING MAINTENANCE

Function: Provide General Building Maintenance services at all assigned Facilities. Functional components include maintenance and renewal programs, response to remedial work requests, protection of architectural finishes, painting services, and providing building material warehousing and inventory control services.

◆ **Responsibilities:**

- Maintain all architectural finishes (i.e., paint, wall covering, carpet, tile etc.) associated with walls, ceilings, hard and soft floors, doors etc. to ensure safety is not compromised and the finishes reflect the appropriate level of care.
- Maintain and repair all assigned roofing systems (most of which are under warranty) and exterior building surfaces including all drainage systems. Prepare annual improvement recommendations including a scope of work and projected costs.
- Promptly and effectively address all roofing, piping, condensation or other water leakage/drip problems, and potential problems, to ensure events are not negatively impacted in any way.
- Lubricate and repair all dock levelers, including hydraulic dock levelers, as a routine part of the services provided under this Agreement.
- Provide locksmith or subcontractor services to properly maintain and repair door hardware, overhead doors, sliding doors, door cylinders and closers. Maintain, repair and replace locking mechanisms associated with internal and external doors.
- Maintain and repair moveable wall partitions associated with meeting rooms and exhibit halls.
- Maintain and repair interior and exterior Facility glass components including caulking to ensure a watertight fit. C&E will utilize the City's glass replacement and repair services contract for purchasing glass and extensive replacement and repair services.
- Provide quarterly Facility condition assessments and reports specific to architectural finishes and building fixtures.
- Ensure properly trained personnel address the range of general maintenance services with all actions taken in compliance with local, state and national codes and regulations and C&E safety and security policies and procedures. Professional services include painters, masons, locksmiths, and general maintenance and minor construction functions.
- Respond to emergency situations consistent with emergency response procedures.
- Respond to remedial service requests consistent with the service level response goals.

EXHIBIT D-13 (CONTINUED)
GENERAL BUILDING MAINTENANCE

- Ensure minor project activities (i.e., painting, carpet replacement, roof repair etc.) are addressed in a safe and efficient manner and completed consistent with approved project scope, budget and schedules. C&E will utilize the City's roof repair services contract for extensive repairs. Note: All major Facilities still have roof warranties ranging from 2 to 15 years.
- Provide for the installation, temporary removal and replacement of City-provisioned art objects including wall preparation, restoration, painting etc.
- Ensure all Contractor-owned or leased vehicles are properly maintained and operated in a safe manner.

◆ **Service Volumes:**

- Painting specific projected annual Workload Volumes:
 - GRBCC: 8,500 – 9,500 person hours
 - Theater District: 8,500 – 9,500 person hours

◆ **Hours of Service:**

- Primary shift coverage hours are 7:00 a.m. to 5:00 p.m. local time on normal business days.
- Services can be provided during normal business hours as long as business operations, convention events and performances are not interrupted. Major maintenance routines to be scheduled during non-business hours.

◆ **Service Expectations:**

13.A.	Compliance with codes and regulations:	100%
13.B.	Compliance with safety and security programs:	100%
13.C.	Events occur as intended:	100%
13.D.	Non-critical PM work orders completed as planned:	95%
13.E.	Work requests addressed consistent with service level response goals:	95%
13.F.	Minor projects completed consistent with scope and budget goals:	100%
13.G.	Minor projects completed consistent with schedule goals:	95%
13.H.	Customer satisfaction rating average:	Greater than 4.0 out of a 5 scale

EXHIBIT D-14 INFRASTRUCTURE PROJECT MANAGEMENT

Function: Provide Project Management services associated with building infrastructure improvements within all assigned Facilities. Intent is to ensure critical business operations and the general work environments are as free as possible from interruptions due to building systems or equipment failures. New building construction, major Facility improvement projects and MAC projects are not included in this Service Level Agreement.

◆ Responsibilities:

- Develop scope of work documents and as approved and warranted. Prepare final project scope, justification, schedule and cost documents for Director's approval.
- Conduct bid procedures as required using approved scope of work and construction documents and retain the necessary resources to successfully deliver the selected design approach. Ensure all insurance and permitting requirements are satisfied.
- Prepare and maintain project files, schedules, project meeting minutes and budgets. Report on project status as part of the normal monthly reporting process (monthly reports to include all project activities occurring within a given Facility whether under the Contractor's direct control or not).
- Comply with all security and safety policies. Comply with approved procurement policies. All project work to be completed consistent with local, state and national codes and regulations.
- Oversee all project activities utilizing C&E assigned project management resources to the extent practical, and only retain external project management resources as specialized expertise or time requirements dictate.
- Develop and manage an effective "change order" ("SSA") process to ensure only appropriately authorized scope changes are implemented.
- Maintain an accurate local As-Built drawings library and ensure all Equipment maintenance requirements are entered into the preventive maintenance CMMS system and warranty benefits are clearly identified and realized. Forward all As-Built information to the appropriate Department representatives.

◆ Hours of Service:

- Generally, infrastructure project activities can occur during normal business hours. An exception would be if the project work might disrupt or inconvenience business operations, events or performances. In these instances the work is to be scheduled for nights or weekends.

EXHIBIT D-14 (CONTINUED)
INFRASTRUCTURE PROJECT MANAGEMENT

◆ **Service Expectations:**

14.A.	Compliance with codes and regulations:	100%
14.B.	Compliance with safety and security policies and procedures, and approved procurement policies:	100%
14.C.	Attainment of major project scope and budget goals:	100%
14.D.	Projects completed consistent with schedule goals:	95%
14.E.	Scope changes approved by proper C&E authority:	100%
14.F.	Customer satisfaction rating average:	Greater than 4.0 out of a 5 scale

EXHIBIT D-15 MECHANICAL SERVICES

Function: Provide HVAC services at all assigned Facilities. Functional components include preventive and predictive maintenance, response to remedial work requests, remedial PM repairs, efficient operation of mechanical Equipment and building infrastructure projects.

◆ **Responsibilities:**

- Operate and maintain building infrastructure Equipment such as air handlers, boilers and accessories, chillers, server room A/C units, cooling towers, exhaust systems, fan coil units, fresh air and return air fan systems, pumps, roof-top packaged units, split systems, VAV boxes, VFD's, thermostats etc. to ensure continuous operations with no controllable interruptions that impact business and convention operations or performances.
- Replace HVAC system filters and clean kitchen exhaust systems as per manufacturer's recommendations or as directed by C&E standards and practices.
- Ensure expected electrical and mechanical back-up operations occur during power outages or other emergency conditions. Quarterly test mechanical Equipment connected to emergency back-up systems or during monthly generator testing where Facility systems are transferred to produce load.
- Operate and maintain the Building Automation System(s) to ensure proper operation and scheduling of connected Equipment for the purpose of energy efficiency, environmental control of conditioned spaces, environmental monitoring and air quality.
- Perform comprehensive predictive maintenance on mechanical systems to include at a minimum vibration analysis, eddy current testing, oil analysis, thermography and megger testing (i.e., winding insulation, conductors etc.)
- Perform remedial maintenance on mechanical systems resulting from findings associated with regular preventive maintenance and inspections to ensure Equipment and systems function reliably and efficiently.
- Provide water treatment services to ensure reliable and efficient mechanical Equipment operation.
- Ensure properly trained and licensed personnel address the range of HVAC services work with all actions taken in compliance with all local, state and national codes and regulations.
- Respond to emergencies consistent with emergency response procedures resolving abnormal incidents with minimal business impact.

EXHIBIT D-15 (CONTINUED)
MECHANICAL SERVICES

- Respond to remedial work requests consistent with the service level response goals.
- Recommend opportunities to improve system reliability and prepare for future renewal programs.
- Recommend opportunities to reduce or contain energy costs without impacting customer business operations.
- Ensure work is addressed in a manner that is in compliance with all City safety and security programs, policies and procedures. Ensure all Equipment is appropriately labeled.
- Maintain up-to-date hard and soft copy one-line drawings and ensure all pertinent information is entered into the CMMS system. All new project information to be entered into the CMMS system within 30 days of project completion.

◆ **Hours of Service:**

- Chief Engineers First Grade, with Stationary Engineers License, available to respond to off-hour issues and problems during events and on nights and weekends, and to be assigned and dedicated as follows Monday through Friday:
 - GRBCC: 6:00 a.m. to 4:00 p.m.
 - Theater District: 7:30 a.m. to 5:00 p.m.
- Operating Engineers First Grade, with Stationary Engineer's License and Maintenance Electrician's License, available to respond to off-hour issues and problems during events and on nights and weekends, and to be assigned and dedicated as follows Monday through Friday:
 - GRBCC: 6:00 a.m. to 4:00 p.m.
 - Wortham Center: 7:00 a.m. to 5:00 p.m.
 - Jones Hall: 7:00 a.m. to 5:00 p.m.
 - All other facilities: 8:00 a.m. to 5:00 p.m.

EXHIBIT D-15 (CONTINUED)
MECHANICAL SERVICES

➤ Maintenance Mechanics, with Third Grade Stationary Engineer's License and Maintenance Electrician's License, available to respond to off-hour issues and problems during events and on nights and weekends, and to be assigned and dedicated as follows Monday through Friday:

- GRBCC:
 - 1st shift: 7:00 a.m. to 3:00 p.m.
 - 2nd shift: 3:00 p.m. to 11:00 p.m.
 - 3rd shift: 11:00 p.m. to 7:00 a.m.

- Wortham Center:
 - 1st shift: 7:00 a.m. to 3:00 p.m.
 - 2nd shift: 3:00 p.m. to 11:00 p.m.
 - 3rd shift: 11:00 p.m. to 7:00 a.m.

- Jones Hall: 7:00 a.m. to 5:00 p.m.
- Theater District Parking Garage: 7:00 a.m. to 4:00 p.m.
- All other Lots and Garages (2 FTEs): 8:00 a.m. to 5:00 p.m.

➤ Maintenance activities can be performed during normal business hours (i.e., 7:00 a.m. to 5:00 p.m.), however, all maintenance/PM activities that may interrupt normal business operations or events are to be scheduled for off-hour periods.

◆ **Service Expectations:**

15.A. Compliance with codes and regulations:	100%
15.B. Compliance with on-site schedule requirements:	100%
15.C. Compliance with safety and security programs:	100%
15.D. Critical work environments available to conduct business:	100%
15.E. Critical PM work orders completed as planned:	100%
15.F. Non-critical PM work orders completed as planned:	95%
15.G. Work requests addressed consistent with service level response goals:	95%
15.H. Projects completed consistent with scope and budget goals:	100%
15.I. Projects completed consistent with schedule goals:	95%
15.J. Remedial PM work orders completed:	100%
15.K. CMMS update within 30 days of project completion:	100%
15.L. One line drawings updated within 30 days of project completion:	100%
15.M. Customer satisfaction rating average:	Greater than 4.0 out of a 5 scale

EXHIBIT D-16 LIGHTING MAINTENANCE

Function: Provide Lighting Maintenance services at assigned Facilities within the portfolio. Functional responsibilities include managing and operating lighting control technologies, energy conservation programs, prompt replacement of interior and exterior failed bulbs and building infrastructure project support services.

◆ **Responsibilities:**

- Ensure lighting control technologies are utilized in a manner that maximizes their capabilities and conserves energy. Technologies include computerized controls, motion sensors, dimmers, high efficiency products, and programs dependent on people to monitor and implement lighting efficiencies.
- Coordinate all necessary building outages with occupants. Manage all communications with stakeholders and adhere to Equipment maintenance schedules.
- Ensure all lighting systems connected to emergency back-up systems function as intended during power outages and no controllable interruptions that impact business operations, events or performances occur in a unplanned manner.
- Ensure all exit signs are illuminated at all times.
- Ensure lights associated with decorative fountains and C&E's public art, such as the Seven Towers behind the Wortham and the Guitar Solo at Bayou Place, are maintained and replaced to ensure the lighting design intent is not compromised.
- Ensure properly trained and licensed personnel and vendors address the range of lighting maintenance work with all actions taken being in compliance with all local, state and national codes and regulations, and C&E security and safety policies and procedures.
- Respond to emergency situations on a priority and immediate basis and consistent with emergency response procedures.
- Respond to remedial work requests consistent with established service level response goals.
- Recommend improvements to ensure potential problem and reliability areas are addressed prior to failure for both internal and external lighting components.
- Recommend lighting programs designed to improve lighting quality and conserve energy. Implement approved programs consistent with scope of work, budget and schedule objectives.

EXHIBIT D-16 (CONTINUED)
LIGHTING MAINTENANCE

◆ **Hours of Service:**

- **Business, event, theater, parks and parking facilities environments are supported on an on-site, 24/7 basis.**

◆ **Service Expectations:**

16.A.	Compliance with codes, regulations: safety and security programs:	100%
16.B.	Compliance with safety and security programs:	100%
16.C.	Exit signs and emergency lighting function as intended:	100%
16.D.	Fountain lighting functions as intended:	100%
16.E.	Lighting PM work orders completed as planned:	100%
16.F.	Remedial work requests completed consistent with service level goals:	98%
16.G.	Projects completed consistent with final scope and defined budget	100%
16.H.	Projects completed consistent with schedule determined at time of project approval:	95%
16.I.	All supported environments available to conduct business: (not including utility outages and scheduled system outages)	100%

EXHIBIT D-17

PLUMBING SERVICES

Function: Provide plumbing services at assigned Facilities within the Department. Functional components include preventive maintenance, response to remedial work requests, during regular business hours and for events as requested on nights and weekends, efficient operation of plumbing Equipment and operational infrastructure projects.

◆ Responsibilities:

- Maintain building infrastructure Equipment and systems such as pumps, municipal water lines, sewer lines, sprinklers, back flow preventers, roof drains, storm drains, water filters, grease traps and drains, condensate pumps, sump pumps, etc. to ensure continuous operations.
- Ensure no controllable interruptions impact business operations where back-up power systems are in-place by periodically testing Equipment using the auxiliary back-up power distribution systems.
- Ensure properly trained and licensed personnel address the range of plumbing services work with all actions taken being in compliance with local, state and national codes and regulations. Ensure all Equipment is appropriately labeled with correct and consistent reference to the site plumbing riser diagrams.
- Ensure work is addressed in a manner that is in compliance with all C&E safety and security policies and procedures.
- Promptly address all active leak problems and implement corrective measures to eliminate potential leak concerns.
- Respond to emergency situations as quickly as possible and in compliance with emergency response procedures.
- Respond to remedial service requests consistent with the service level response goals.
- Recommend opportunities to reduce or contain utility costs and/or enhance reliability. As approved, implement all improvement initiatives consistent with the approved scope of work, budget and schedule.

◆ Hours of Service:

- Maintenance activities can be performed during normal business hours (i.e., 7:00 a.m. to 5:00 p.m.), however, all maintenance/PM activities that may interrupt normal business operations or events are to be scheduled for off-hour periods.
- A **FEMALE** PLUMBER IS TO BE ON-SITE DURING ALL REQUESTED EVENTS AND PERFORMANCES.

EXHIBIT D-17 (CONTINUED)
PLUMBING SERVICES

◆ **Service Expectations:**

17.A.	Critical work environments available to conduct business:	100%
17.B.	Compliance with on-site schedule requirements:	100%
17.C.	Compliance with codes and regulations:	100%
17.D.	Compliance with C&E safety and security programs:	100%
17.E.	Critical PM work orders completed as planned:	100%
17.F.	Non-critical PM work orders completed as planned:	95%
17.G.	Remedial requests addressed consistent with service level response goals:	95%
17.H.	Projects completed consistent with scope and budget goals:	100%
17.I.	Projects completed consistent with schedule goals:	95%

EXHIBIT D-18 PARKING FACILITIES

Function: Provide Parking Facilities services at all assigned parking garages and parking lots. Functional components include maintenance and renewal programs, response to remedial work requests, protecting architectural and structural components, Facility signage and general up-keep of the various Parking Facilities.

◆ Responsibilities:

- Maintain all architectural finishes (i.e., paint, wall treatment, signage, lobby carpet and tile etc.) associated with walls, ceilings, hard and soft floors, doors, gates etc. to ensure safety is not compromised and the Facilities' appearance reflect the appropriate level of care.
- Maintain and repair all assigned roofing systems and exterior Facility surfaces including all drainage systems. Prepare annual improvement recommendations including a scope of work and projected costs. City's roof repair services contract and warranties should be used when appropriate.
- Provide quarterly Facility condition assessments and reports specific to the structural integrity and continued use of the Facilities.
- Implement all assigned parking lot repair activities in a manner that minimizes inconveniences and ensures public safety by using proper signage and repair area protective devices.
- Ensure properly trained personnel address the range of maintenance services with all actions taken in compliance with local, state and national codes and regulations and C&E safety and security policies and procedures.
- Respond to emergency situations consistent with emergency response procedures.
- Ensure all parking garage and lot lighting is sufficient to provide safe usage and respond to remedial service requests consistent with the service level response goals.
- Ensure minor project activities are addressed in a safe and efficient manner and completed consistent with the approved project scope, budget and schedules.

04-968-2

EXHIBIT D-18 (CONTINUED)
PARKING FACILITIES

◆ **Service Volumes:**

- Parking Facilities include:
 - GRBCC surface parking lots
 - Convention Center Garage
 - Theater District Parking Garages
 - Surface parking lots C and H
 - City Hall Annex Parking Garage
 - The Houston Center for the Arts parking lot
 - Talento Bilingue de Houston parking lot
 - Fannin Garage

◆ **Hours of Service:**

- Services can be provided during normal business hours as long as business operations, convention events and performances are not interrupted. Major maintenance routines to be scheduled during non-business hours.
- The City Hall Annex, Theater District and Fannin Garage Parking Facilities are open for business on a 24/7 basis.

◆ **Service Expectations:**

18.A.	Compliance with codes and regulations:	100%
18.B.	Compliance with safety and security programs:	100%
18.C.	Non-critical PM work orders completed as planned:	95%
18.D.	Work requests addressed consistent with service level response goals:	95%
18.E.	Minor projects completed consistent with scope and budget goals:	100%
18.F.	Minor projects completed consistent with schedule goals:	95%
18.G.	Customer satisfaction rating average:	Greater than 4.0 out of a 5 scale

EXHIBIT D-19 PREVENTIVE MAINTENANCE

Function: Provide comprehensive preventive and predictive maintenance (PM) services to ensure all building Equipment, components and systems operate as intended within the assigned Facilities.

◆ **Responsibilities:**

- Ensure the Equipment contained within the portfolio is maintained and repaired appropriately to provide a suitable work and event environment for the general office, convention center, theater, parking and other specialty areas.
- Business operations are not to be impeded in any way in the achievement of their business objectives due to preventive maintenance work activities or Equipment failures.
- Assign the appropriately skilled, licensed and trained staff and subcontracted vendors to effectively complete the maintenance and repair activities consistent with industry standards and in compliance with all warranty stipulations.
- Ensure compliance with all local, state and national codes and regulations.
- Maintain the proper level of documentation to effectively demonstrate that the Equipment is maintained consistent with the manufacturer approved preventive maintenance programs. Required reporting to include:
 - Number of Critical PM activities scheduled and completed as planned
 - Number of non-critical PM activities scheduled and completed as planned
 - Status of non-critical PM activities deferred
 - Actual person hours expended to complete the PM routines as compared to estimated person hours
 - Report on work orders and PM routines completed by asset
 - Progress towards attaining the major preventive maintenance goals and objectives as defined in the Service Expectations section
 - Summary of remedial work orders generated as a result of PM activities where additional work is required to restore or preserve equipment functions (includes volume, description and status of completion)
- Develop and implement an effective communications program to notify customers when a large-scale problem occurs (e.g., communicate with Department coordinators when an area of a building will be warm for an extended period of time).

EXHIBIT D-19 (CONTINUED)
PREVENTIVE MAINTENANCE

◆ **Service Volumes:**

- Contractor shall keep a record of annual Workload Volumes for budgeting and reporting purposes.

◆ **Hours of Service:**

- Maintenance activities can be performed during normal business hours (i.e., 7:00 a.m. to 5:00 p.m.), however, all maintenance/PM activities that may interrupt normal business operations are to be scheduled for off-hour periods.

◆ **Service Expectations:**

19.A. Work environment available for daily use (excludes emergency situations and external utility interruptions):	100% of the time
19.B. Compliance with applicable codes and regulation:	100%
19.C. Emergency back-up systems operate as intended:	100%
19.D. OSHA fines/citations:	Zero
19.E. Compliance with warranty stipulations:	100%
19.F. Warranty benefits realized:	100%
19.G. Critical PM activities completed on-time (critical PM's are those routines that impact safety or continuous business operations):	100%
19.H. Non-critical PM activities completed on-time:	95%
19.I. Maximum PM deferral time (non-critical):	4 weeks
19.J. PM activities completed in total:	100%
19.K. Completion of remedial work orders:	100%
19.L. Client notification for critical work with potential impact to business unit systems operations.	100%

EXHIBIT D-20 REMEDIAL WORK REQUESTS

Function: Respond to remedial work requests in a timely manner and consistent within established service level response goals. Services to be delivered to customers residing in all assigned Facilities with volume, response time, SLA compliance and resource utilization data reported monthly.

◆ Responsibilities:

- Provide sufficient resources to address remedial work requests in a manner that complies with the service level response goals.
- Ensure services are delivered in a quality, consistent and professional manner.
- Develop and implement Facility alarm response procedures to address critical alarm conditions that occur during normal business and non-business day periods. Off-hour response program to address all conditions where a Facility problem may result in an interruption to business operations, have major financial consequences or cause damage to physical assets.
- Ensure remedial work requests are completed consistent with all local, state and national codes and regulations, and C&E Safety programs and Security requirements.
- Analyze recurring remedial work requests and implement procedures to minimize ongoing repetitive requests going forward.
- Maintain a remedial work requests workload database and monthly report on the attainment of service level performance objectives.
- Maintain a customer satisfaction survey process that measures customer satisfaction, tracks results and analyzes those results to drive ongoing improvements to business processes.

◆ Hours of Service:

- Prompt response to Facility problems occurs on a 24/7 basis.

◆ Service Expectations:

20.A.	Compliance with local, state and national code and regulations:	100%
20.B.	Compliance with Safety and Security procedures:	100%
20.C.	Service Levels – Consistent with service level response goals:	98% overall
20.D.	Customer Satisfaction rating average:	Greater than 4.0 out of a 5 scale

EXHIBIT D-20A SERVICE LEVEL RESPONSE GOALS GRBCC

Priority One	Priority One-A	Priority Two	Priority Three
Immediate response (initiated within 10-15 minutes)	Immediate response During Events (initiated within 10-15 minutes)	Same Day - complete within 24 hours or next business day	Routine Service - complete within less than 5 days (average 2.5 days)
Examples	Examples	Examples	Examples
Medical emergency	Entrance/exit doors not opening / locking	Drinking water quality issue	EH&S tactical evaluation
ADA Equipment malfunction	Adjust/repair lock or door hardware	EH&S related request - acknowledgement	Hang sign, whiteboard or pictures
Air quality - foul air smell (i.e., gas, sewer, electrical etc.)	Air conditioning temperature problem	Fix lock or door hardware	Install lock/provide keys
Broken exterior glass or window - immediate temporary fix	Restore power for event	Free clogged catch basins, drains or gutters	Repair wall or surface area
Building emergency back-up systems transfer to generators	Floor or carpet tripping hazard	No power for non-critical Equipment	Interior signage request
Audible fire alarm warning	Replace critical light bulbs	Repair emergency lighting and exit signs	Light bulb replacement
Sprinkler system alarm or leak	Noisy air handler or Equipment malfunction	Repair HVAC unit not operating properly	New branch circuit installation (tenant service)
Designated VIP response	Repair HVAC unit not operating properly	Repair lighting problem (ballast etc.) for critical business need	Repair damaged wall/corner
Critical light out & replacement	Repair lighting problem (ballast etc.) for critical business need	Request for off-hours HVAC	Repair window blinds / shades
Exterior lighting safety issue	Toilet or sink overflowing	Work station/office power problem - provide power strip	
Extreme temperature fluctuations (too hot, too cold)	Kitchen - water heater or boiler problem	Painting touch-up	
Hazardous materials spill		Free clogged catch basins, drains or gutters	
Imminent threat to life issues		Repair emergency lighting and exit signs	
Pipe leaks or plumbing unit over flowing		No power for non-critical Equipment	
Repair interior/exterior door or lock - security issue		Replace damaged ceiling tile	
Reset HVAC systems for critical environments		Replace damaged/missing ceiling tile	

EXHIBIT D-20A SERVICE LEVEL RESPONSE GOALS GRBCC

Priority One Immediate response (initiated within 10-15 minutes)	Priority One-A Immediate response During Events (initiated within 10-15 minutes)	Priority Two Same Day - complete within 24 hours or next business day	Priority Three Routine Service - complete within less than 5 days (average 2.5 days)
Examples	Examples	Examples	Examples
Roof leaks - temporary repair/protection		Repair electronic/illuminated signs	
Chilled water supplying kitchen coolers		Minor painting project	
Equipment arcing or sparking		Fix light by replacing ballasts	
Toilet/sink clogged		Food Equipment repair - facets & plumbing	
Moveable partition problem		Fix carpet tiles	
Drinking water quality issue			
Kitchen exhaust system			

EXHIBIT D-20A SERVICE LEVEL RESPONSE GOALS THEATER DISTRICT

Priority One Immediate response (initiated within 10-15 minutes)	Priority One-A Immediate response During Events (initiated within 10-15 minutes)	Priority Two Same Day - complete within 24 hours or next business day	Priority Three Routine Service - complete within less than 5 days (average 2.5 days)
Examples	Examples	Examples	Examples
Medical emergency	Drinking water quality issue	Drinking water quality issue	EH&S tactical evaluation
ADA Equipment malfunction	Fix lock or door hardware	EH&S related request - acknowledgement	Fix carpet tiles
Air quality - foul air smell (i.e., gas, sewer, electrical etc.)	Free clogged catch basins, drains or gutters	Fix lock or door hardware	Fix light by replacing ballasts
Broken exterior glass or window - immediate temporary fix	No power for non-critical Equipment	Free clogged catch basins, drains or gutters	Food management Equipment repair
Building emergency back-up systems transfer to generators	Potential floor or carpet tripping hazard	No power for non-critical Equipment	Hang sign, whiteboard or pictures
Critical/fire alarm conditions	Repair emergency lighting and exit signs	Potential floor or carpet tripping hazard	Install lock/provide keys
Designated VIP response	Repair HVAC unit not operating properly	Repair emergency lighting and exit signs	Interior signage request
Critical light out	Repair lighting problem (ballast etc.) for critical business need	Repair HVAC unit not operating properly	Light bulb replacement
Exterior lighting safety issue		Repair lighting problem (ballast etc.) for critical business need	New branch circuit installation (tenant service)
Extreme temperature fluctuations (too hot, too cold)		Request for off-hours HVAC	Repair damaged wall/corner
Hazardous materials spill		Work station/office power problem - provide power strip	Repair window blinds/shades
Imminent threat to life issues		Painting touch-up	Replace damaged/missing ceiling tile
Pipe leaks or plumbing unit over flowing			Minor painting project
Repair interior/exterior door or lock - security issue			
Reset HVAC systems for critical environments			
Roof leaks - temporary repair/protection			
Wet/Slippery floor			
Equipment arcing or sparking			
Toilet/Sink clogged			

EXHIBIT D-21 SERVICE/CALL CENTER

Function: Provide Service/Call Center services for C&E, tenants, and contractors utilizing assigned Facilities. Services provided include fielding and processing phone, e-mail and Web based correspondence relating to remedial work requests and general inquiries, managing the preventive maintenance work order systems and developing monthly financial and operational reports.

◆ **Responsibilities:**

- Develop and maintain a system and process for accepting remedial work requests providing at minimum phone, e-mail and web-based methods for request submittals and work order status follow-up.
- Maintain an effective program to properly route all incoming remedial work requests and preventive maintenance work orders to the appropriate support personnel and responsible units.
- Coordinate and track all remedial work requests using a CMMS technology that supports detailed reporting at the property, service function and individual work order level.
- Reconcile and close out all client work orders and implement follow-up actions for work orders that remain open. Includes follow-up and proactive communications with customers.
- Keep open lines of communication with Facility Managers and security contractor in order to ensure proper emergency communications and response actions. Activate emergency response procedures for all critical alarms received directly or via C&E management and security contractor.
- Prepare monthly and year-to-date workload and resource utilization reports that summarize the service and demand work order and preventive maintenance activities (i.e., tasks received, tasks completed, tasks deferred, person hours expended etc.)
- Receive remedial request work orders and communicate the applicable service level objectives to the requestor. Document the customer information, issue or problem at hand and facilitate the support staff's ability to fully understand the request.
- At all times maintain a professional and courteous manner when receiving requests from Department staff and forwarding information to the various service units and vendors.
- Respond back to Department staff within one business day confirming the status of their request.

EXHIBIT D-21 (CONTINUED)
SERVICE/CALL CENTER

◆ **Hours of Service:**

- Remedial work requests accepted via phone during operating hours of 7:00 a.m. – 5:00 p.m.
- Remedial work requests accepted via e-mail or web page to be received on a 24/7 basis.
- Must be able to receive and process emergency calls received or generated by C&E management or security contractor during off-hour periods.

◆ **Service Expectations:**

21.A. Compliance with emergency response procedures:	100%
21.B. Service/Call Center availability as scheduled:	100%
21.C. Off-hour phone coverage availability:	100%
21.D. Customer Satisfaction rating average:	Greater than 4.0 out of a 5 scale
21.E. Customers notified for work to be delayed:	100%
21.F. Accuracy of operational workload reports:	100%
21.G. Appropriately certified personnel respond and address problem conditions:	100%

EXHIBIT D-22
ELECTRONIC SECURITY EQUIPMENT

Function: Provide electronic security Equipment repair and maintenance services at designated Facilities within the Department. Functional components include intrusion alarm systems, CCTV, video surveillance and recording, duress alarm Equipment, motion/noise detectors, door contacts, access control system Equipment and other electronic Equipment and devices.

◆ **Responsibilities:**

- Maintain electronic security Equipment in a manner that ensures the equipment's operational integrity on a daily basis.
- Implement Equipment repair activities consistent with manufacturer approved repair procedures and ensure Equipment downtime is minimized and security is not compromised. As necessary, coordinate temporary security measures with Facility Managers, such as additional security officer coverage to maintain the required level of protection while electronic Equipment is out of service. Use spare Equipment as a "like for like" replacement whenever possible to minimize costs and downtime.
- Install and remove temporary monitoring Equipment as directed by Facility Managers.
- Develop and implement operational response procedures to ensure staff and/or vendor personnel appropriately address Equipment malfunctions and failures.
- Ensure work is addressed in a manner that is in compliance with all local, state and national codes and regulations, C&E safety and security policies and procedures and service level response goals.

◆ **Hours of Service:**

- Equipment is operational on a 24/7 basis.
- Maintenance and repair activities can be completed during normal business hours as long as they will not interrupt ongoing events and performances.

◆ **Service Expectations:**

22.A.	Compliance with codes and regulations:	100%
22.B.	Compliance with safety and security programs:	100%
22.C.	Compliance with service level response goals:	100%
22.D.	Appropriate response procedures activated as warranted:	100%

EXHIBIT D-23
ENVIRONMENTAL, HEALTH AND SAFETY (EH&S)

Function: Provide advisory and oversight services related to environmental, health and safety services including advising C&E on EH&S issues, evaluating potential hazardous situations, conducting accident investigations and environmental tests, and ensuring C&E is compliant with all regulatory requirements. EH&S services are to be provided at all assigned Facilities.

◆ **Responsibilities:**

- Assist C&E in emergency preparedness planning administration, emergency response, continuity of services, emergency record management, inventory control of disaster Equipment and emergency management / materials budgeting.
- Monitor local, state and federal disaster preparedness information requirements and advise C&E management of local obligations or opportunities.
- Actively participate in City Safety Committee meetings and complete subsequently assigned action items.
- Conduct post-incident evaluations and produce post incident reports with recommendations to properly rectify existing conditions and avoid a reoccurrence.
- Ensure all regulatory agency reporting is properly submitted and monthly EH&S summary reports are prepared and delivered consistent with City requirements.
- Prepare an annual business plan and budget that highlights EH&S related remedial actions, anticipated activities and new requirements.
- Conduct environmental evaluations and tests in response to C&E requests and required testing programs including evaluations and tests such as Indoor Air Quality, Electro Magnetic Fields, Noise levels and Lighting Analyses including baseline tests. Prepare an accurate response that reflects an evaluation's findings and recommended remedial actions.
- Administer, coordinate, evaluate and present simulated field and office practice drills, exercises and related training (e.g. First Aid / CPR) on a routine schedule and establish a process to evaluate preparedness and response.
- Develop and utilize standard request for service templates to promptly respond to customer requests and add any additional or unique information as the individual circumstances dictate. For circumstances that are not addressed by the standard templates, prepare a suitable letter for the unique circumstances to be addressed.
- Retain the appropriate specialized vendors to evaluate or analyze unique situations where the Contractor's staff does not possess the proper certification or have the proper equipment available to complete the required test sufficiently.

EXHIBIT D-23 (CONTINUED)
ENVIRONMENTAL, HEALTH AND SAFETY (EH&S)

- Support compliance with City environmental regulations and special recycling initiatives.
- Effectively interface with the project management teams to ensure building modifications are implemented using sound EH&S policies and standards.
- Ensure compliance by all Contractor personnel and subcontractors with all City EH&S programs.

◆ **Hours of Service:**

- Service typically provided during normal business hours.
- Services may be required during non-business periods to address special analysis procedures or emergency response requirements.

◆ **Service Expectations:**

23.A.	Compliance with all governing agency requirements and regulations:	100%
23.B.	Compliance with C&E maintenance and reporting requirements:	100%
23.C.	Compliance with C&E emergency programs and procedures:	100%
23.D.	EH&S evaluations appropriate for situation and request:	100%
23.E.	Accuracy of record keeping and reporting:	100%
23.F.	Customer satisfaction rating average:	Greater than 4.0 out of a 5 scale

EXHIBIT D-24 GENERAL SERVICES

Function: Provide General Services at all assigned Facilities. Functional components include response to remedial and new work requests for services that are not considered part of the base building service and maintenance workload. This workload is to be tracked separately from the base building service request workload.

◆ **Responsibilities:**

- General Services include (but are not limited to):
 - Coordinate with C&E event coordinators to ensure proper integration and provision of in-scope services in support of on-site event activities. Examples of in-scope support services to be coordinated are power and special HVAC provisions.
 - Operate and maintain the marquee systems, Equipment and display boards consistent with C&E requirements and display specifications.
 - Other unique or specialized requests which are outside of the base building services or would typically be charged directly to the Department.
- Ensure properly trained personnel address the range of services with all actions taken in compliance with local, state and national codes and regulations.
- Ensure compliance with C&E safety and security policies and procedures.
- Respond to remedial work requests consistent with service level response goals.
- Ensure minor project activities (i.e., office painting, carpet replacement etc.) are addressed in a safe and efficient manner and completed consistent with approved project scope, cost estimates and schedules.

EXHIBIT D-24 (CONTINUED)
GENERAL SERVICES

◆ **Hours of Service:**

- Services can be provided during normal business hours, which are 7:00 a.m. to 5:00 p.m., as long as business operations are not interrupted and employees are not inconvenienced (e.g., paint fumes).

◆ **Service Expectations:**

24.A.	Compliance with codes and regulations:	100%
24.B.	Compliance with safety and security programs:	100%
24.C.	Service requests addressed consistent with service level response goals:	95%
24.D.	Minor projects completed consistent with scope and costs goals:	100%
24.E.	Minor projects completed consistent with schedule goals:	95%
24.F.	Monthly reports accurately reflect workload activities:	100%
24.G.	Customer satisfaction rating average:	Greater than 4.0 out of a 5 scale