

## SECOND AMENDMENT TO PROJECT AGREEMENT

FOR THE  
DESIGN, CONSTRUCTION, FINANCING,  
OPERATION, AND MAINTENANCE  
OF THE  
NEW LONG BEACH CITY HALL, NEW MAIN LIBRARY, NEW PORT OF LONG BEACH  
ADMINISTRATION BUILDING AND REVITALIZED LINCOLN PARK

THIS SECOND AMENDMENT TO THE PROJECT AGREEMENT FOR THE DESIGN, CONSTRUCTION, FINANCING, OPERATION, AND MAINTENANCE OF THE NEW LONG BEACH CITY HALL, NEW MAIN LIBRARY, NEW PORT OF LONG BEACH ADMINISTRATION BUILDING AND REVITALIZED LINCOLN PARK ("Amendment") is entered into on March 24, 2020, between the City of Long Beach (the "City") pursuant to a minute order adopted by its City Council on July 16, 2019, the City of Long Beach, acting by and through its Board of Harbor Commissioners (in such capacity, the "Port"), and Plenary Properties Long Beach LLC, a limited liability company organized and existing under the laws of the State of Delaware (the "Project Company").

## RECITALS

The City, the Port and the Project Company are parties to (i) that certain Project Agreement for the Design, Construction, Financing, Operation, and Maintenance of the New Long Beach City Hall, New Main Library, New Port of Long Beach Headquarters Building and Revitalized Lincoln Park dated as of April 20, 2016, and (ii) that certain First Amendment thereto dated as of July 18, 2017 (as amended, the "Project Agreement"). All initially capitalized terms used herein, which are not otherwise defined, shall have the meaning given them in the Project Agreement.

In connection with the delivery of a significant portion of the Project and the commencement of certain payment obligations by the City and the Port resulting therefrom, the parties wish to amend certain provisions of the Project Agreement.

**SECTION 1. PROJECT AGREEMENT AMENDMENT.** This Amendment constitutes a Project Agreement Amendment and is being executed and delivered in accordance with Section 28.8 of the Project Agreement.

**SECTION 2. PORT ADMINISTRATION BUILDING.** The Project Agreement is hereby amended so that all references therein to the "Port Headquarters Building" shall be amended to read the "Port Administration Building", and all references therein to the "New Port of Long Beach Headquarters Building" shall be amended to read the "New Port of Long Beach Administration Building", in order to correctly reflect the actual name of the building.

**SECTION 3. BASE SERVICE FEE.** The definition of "Base Service Fee" in Section 1.1 of the Project Agreement is amended and restated in its entirety to read as follows:

**"Base Service Fee"** means (a) for each Service Fee payment from the City to the Project Company for each Billing Period, the Fixed Growth Fee  $\times (1.0218)^{(\text{Fiscal Year } x - \text{Fiscal Year } 2016)}$  divided by 12, *plus* the Variable Growth Payment  $\times (\text{CPI-U}_{x-1})/(\text{CPI-U}_{2014})$  divided by 12 and (b) in addition, for the Service Fee payment from the City to the Project Company of the first Billing Period, \$211,365.

**SECTION 4. VARIABLE GROWTH PAYMENT.** The definition of "Variable Growth Payment" in Section 1.1 of the Project Agreement is amended and restated in its entirety to read as follows:

**“Variable Growth Payment”** means \$5,575,735, except that the Variable Growth Payment shall be reduced to \$5,289,450 beginning on July 1, 2059 and continuing thereafter.

SECTION 5. MEDIA WALL. The following definition is added to Section 1.1 of the Project Agreement:

**“Media Wall”** means the multi-media wall and associated audio system located in the lobby of the City Hall Building.

SECTION 6. SHARED ROOMS. The following definition included in Section 1.1 of the Project Agreement is amended and restated as follows:

**“Shared Rooms”** means (i) the shared meeting and operations rooms, including chambers, located within the City Hall Building and (ii) the shared Media Wall.

SECTION 7. TITLE AND RISK OF LOSS. Section 7.1(N) of the Project Agreement is amended and restated in its entirety to read as follows:

**“(N) Title and Risk of Loss.** Title to the structures, improvements, fixtures, machinery, equipment and materials constituting the City Facilities shall pass to the City, title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Port Headquarters Building shall pass to the Port, and title to the structures, improvements, fixtures, machinery, equipment and materials constituting the Shared Facilities, the Shared Rooms and the New Parking Facility shall pass jointly to the City and the Port, in each case upon incorporation in the Project, free and clear of all Liens, other than Permitted Encumbrances, as provided in subsection (O) of this Section. Upon incorporation of each such Facility in the Project, free and clear of all Liens, other than Permitted Encumbrances, (1) the City shall be deemed to own fifty percent (50%) of each of the Civic Plaza, the Loading Docks & Ramps, and the shared Media Wall; fifty-six percent (56%) of each of the Central Utility Plant & Utility Yard, and Photovoltaic Equipment; and nine percent (9%) of the New Parking Facility; and (2) the Port shall be deemed to own fifty percent (50%) of each of the Civic Plaza, the Loading Docks & Ramps and the shared Media Wall; forty-four percent (44%) of each of the Central Utility Plant & Utility Yard, and Photovoltaic Equipment; and ninety-one percent (91%) of the New Parking Facility. The Project Company shall, however, subject to the Relief Event provisions hereof, bear all risk of loss concerning such structures, improvements, fixtures, machinery, equipment and materials constituting a Facility until Substantial Completion of such Facility, regardless of the extent to which the loss was insured or the availability of Insurance Proceeds.”

SECTION 8. PRIVATE DEVELOPMENT SITES.

(A) Section 12.1(D)(2) of the Project Agreement is amended and restated in its entirety to read as follows:

**“(2) Mid-Block Site.** Upon conveyance of the Mid-Block Site, the Project Company shall deposit funds, post a letter of credit issued by a Qualified Commercial Bank, or some combination thereof, in an amount equal to \$13,703,960, less any amounts paid to Design-Builder for Design-Build Work for Lincoln Park prior to conveyance of the Mid-Block Site (“Required Amount”) into an account which shall be held by the Collateral Agent and be subject to a security interest in favor of the City (the “Mid-Block Site Proceeds Account”). To the extent that net proceeds from the conveyance of the Mid-Block Site are not utilized to fund the Required Amount in accordance with the preceding sentence (either because the net proceeds exceed the Required Amount or the Project Company has elected to post a letter of credit), such proceeds shall accrue solely to the Project Company and may be disbursed or distributed by the Project Company in its

sole discretion. Amounts in the Mid-Block Site Proceeds Account shall not be disbursed for any reason other than to construct the Lincoln Park without the City's consent."

(B) Section 12.1(E) of the Project Agreement is amended and restated in its entirety to read as follows:

"(E) Condition of Property. The Private Development Sites shall be conveyed to the Project Company "as is", without representations or warranty of any kind, other than (1) in respect of the Pacific Site, the City's requirement to relocate existing Los Angeles County storm water pipe and subject to agreed upon covenants, and (2) in respect of the Mid-Block Site, the obligation of the parties to the Mid-Block Site Conveyance Agreement as described in Section 2.11.5 of the Mid-Block Site Conveyance Agreement (as amended)."

(C) Section 12.1(H) of the Project Agreement is amended and restated in its entirety to read as follows:

"(H) Closing Conditions and Timing. A Private Development Site shall only be conveyed to the Project Company (or an Affiliate or approved assignee) upon satisfaction of the following conditions in respect of such Private Development Site:

(1) in respect of the Pacific Site only, the City has entered into an agreement in a form acceptable to the Project Company for the relocation of the County storm water pipe located along the east edge of the Pacific Site, which shall provide, *inter alia*, that such work will commence by April 1, 2016 and be complete by August 31, 2016;

(2) in respect of the Mid-Block Site only, the Old City Hall Building shall have been vacated of all occupants, a demolition plan for the Old City Hall Building shall have been approved, and a demolition permit shall be ready for issuance by the City (in its regulatory capacity), subject only to the payment of fees and posting of a performance and payment bond in an amount equal to 110% of the Old City Hall Building demolition cost (including any related costs such as remediation), naming the City as beneficiary, and otherwise in form and substance reasonably acceptable to the City (the "Demolition Performance Bond");

(3) in respect of the Mid-Block Site only, the Project Company shall have satisfied its obligations under Section 6.7 (Prepayment of Existing Bonds);

(4) in respect of the Mid-Block Site only, the City shall have obtained a "no further action" letter ("NFA Letter") from the Certified Unified Permitting Agency (CUPA) with respect to City's obligation to remediate soils on the Mid-Block Site as described in Section 2.11.5 of the Mid-Block Site Conveyance Agreement (as amended), or if it is unable to obtain an NFA Letter at the time of conveyance of the Mid-Block Site, have entered into an indemnification and reimbursement agreement with the Project Company (or an Affiliate or approved assignee);

(5) in respect of the Mid-Block Site only, a reasonable financing plan for the development of the Mid-Block Site has been submitted to the City and CEQA clearance including Planning Commission approval of a site plan and any sub-division actions consistent with the terms of the applicable Conveyance Agreement for the proposed project has been received;

(6) in respect of the Mid-Block Site only, a lot line adjustment has been recorded and a certificate of compliance has been issued, a parcel map has been recorded, or a tentative tract map has been recorded, creating the Site as a separate legal lot consistent in all material respects with the description set forth in Attachment No. 2, and specifically with respect to the northern property lines of Lots 7 and 8 described therein (i.e., Lots 7 and 8 of Block 107, as per map recorded in Book 19, Pages 91 through 96 in the Official Records of Los Angeles County);

(7) a title company acceptable to the Project Company has irrevocably committed to issue a CLTA title policy insuring that fee title to the Private Development Site in question will be vested in the Project Company or its assignee subject only to known and recorded Encumbrances and other agreed upon exceptions to title;

(8) the Project Company has approved, in its sole and absolute discretion, the environmental, geological and soils condition of the Private Development Site, including any mitigation measures and monitoring requirements which may be required for the applicable Private Development Site pursuant to the certified SEIR;

(9) the Project Company has received a certificate from the City's authorized representative stating that each representation and warranty of the City set forth in Section 2.1(A) (City Representations and Warranties) is true and correct at the time of the conveyance of the applicable Private Development Site; and

(10) the City has not, prior to the date of the conveyance:

(a) sold, leased or otherwise encumbered any part of the applicable Private Development Site;

(b) introduced any new Hazardous Substance or exacerbated any existing Hazardous Substance, or otherwise contaminated any portion of the applicable Private Development Site;

(c) modified the zoning or taken any action (or failed to take any action) that violates any Applicable Law (including, without limitation, CEQA mitigation measures);

(d) failed to properly maintain any part of the applicable Private Development Site; or

(e) altered the physical conditions of the applicable Private Development Site, except as may be required to comply with any of the foregoing requirements.”

(D) The City and the Project Company shall execute an amendment to the Mid-Block Site Conveyance Agreement incorporating the equivalent amendments to the Project Agreement described in this Section 8 into the Mid-Block Site Conveyance Agreement.

SECTION 9. Section 18.2 of the Project Agreement is amended and restated in its entirety to read as follows:



"Subject to Section 18.1(H) (Mandatory Set-Off), the City shall pay the Service Fee, which shall be calculated as follows: Subject to Section 18.5 (Service Fee Payments Prior to Project Occupancy Date), from the Initial Occupancy Date through the end of the Term, the Service Fee shall, for month X, be an amount equal to:

- (1) the Base Service Fee, *plus*
- (2) the Base Port Allocable FM Fee, *plus or minus*
- (3) the Energy Gainshare or Energy Painshare as applicable, *plus or minus*
- (4) Extraordinary Items, *minus*
- (5) Deductions, as contemplated in Appendix 10 (Deductions), from the previous Billing Period (or, in respect of the final Billing Period, from such Billing Period and the previous Billing Period)."

SECTION 10. Section 18.3 of the Project Agreement is amended and restated in its entirety to read as follows:

"Subject to Section 18.1(H) (Mandatory Set-Off), the Port FM Fee shall be calculated as follows, for month X:

- (1) the Base Port FM Fee, *plus or minus*
- (2) Extraordinary Items, *minus*
- (3) Deductions, as contemplated in Appendix 10A (Port Deductions), from the previous Billing Period (or, in respect of the final Billing Period, from such Billing Period and the previous Billing Period)."

SECTION 11. Section 18.4 of the Project Agreement is amended and restated in its entirety to read as follows:

"(1) The Deductions amount for the purposes of Section 18.2(5) shall be the sum of all Deductions imposed pursuant to Appendix 10 (Deductions) hereunder. Examples of the calculation of Deductions are included in Appendix 15 (Example Deductions Calculations and Example Calculations). The maximum aggregate amount of Deductions in respect of the City Facilities, the Shared Facilities and the Shared Rooms with respect to any Billing Period (other than the final two Billing Periods) shall not exceed the amount equal to the Base Service Fee plus the Base Port Allocable FM Fee minus the Capital Fee for the immediately following Billing Period. The maximum aggregate amount of the Deductions in respect of the City Facilities, the Shared Facilities and the Shared Rooms with respect to the final two Billing Periods shall not exceed the amount equal to the Base Service Fee plus the Base Port Allocable FM Fee minus the Capital Fee for the final Billing Period.

(2) The Deductions amount for the purposes of Section 18.3(3) shall be the sum of all Deductions imposed pursuant to Appendix 10A (Port Deductions) hereunder. Examples of the calculation of Deductions are included in Appendix 15 (Example Deductions Calculations and Example Calculations). The maximum aggregate amount of Deductions in respect of the Port FM Facilities with respect to any Billing Period (other than the final two Billing Periods) shall not

exceed the Base Port FM Fee for the immediately following Billing Period. The maximum aggregate amount of the Deductions in respect of the Port FM Facilities with respect to the final two Billing Periods shall not exceed the Base Port FM Fee for the final Billing Period. The Port shall be entitled to notify the City of FM Service Failures and Unavailability Events that the Port reasonably believes to have occurred in respect of the Port FM Facilities and the City shall consider such events in determining the Deductions to the Port FM Fee."

SECTION 12. NOTICE ADDRESSES.

(A) Section 28.18(B) of the Project Agreement is amended so that notices (other than Operating Notices) required to be given to the City shall be addressed as follows:

Office of the City Manager  
City of Long Beach  
411 W. Ocean Blvd., 13<sup>th</sup> Floor  
Long Beach, California 90802  
Telephone No.: (562) 570-6916  
Fax No.: (562) 570-7650

with a copy to:

Office of the City Attorney  
City of Long Beach  
411 W. Ocean Blvd., 11<sup>th</sup> Floor  
Long Beach, California 90802  
Telephone No.: (562) 570-2200  
Fax No.: (562) 436-1579

(B) Section 28.18(C) of the Project Agreement is hereby amended so that notices (other than Operating Notices) required to be given to the Port shall be addressed as follows:

Long Beach Harbor Department  
PO Box 570  
Long Beach, California 90801  
Attention: Executive Director  
Telephone No.: (562) 283-7097  
Fax No.: (562) 283-7067

with a copy to:

Long Beach Harbor Department  
PO Box 570  
Long Beach, California 90801  
Attention: Managing Director of Finance & Administration  
Telephone No.: (562) 283-7091  
Fax No.: (562) 283-7067

and an additional copy to:

Long Beach Harbor Department  
PO Box 570  
Long Beach, California 90801  
Attention: Chief Harbor Engineer  
Telephone No.: (562) 283-7275  
Fax No.: (562) 283-7276

SECTION 13. The definition of "Performance Monitoring Report" in Section 1.1 of Appendix 10 (Deductions) to the Project Agreement is amended and restated in its entirety to read as follows:

**"Performance Monitoring Report"** means the report that Project Company will prepare and deliver to the City's Representative within ten Business Days of the end of each Billing Period during the Operating Period and which provides the supporting detail for the Service Fee as required by Article 18 (Service Fee, Port FM Fee, Port Completion Payment and Other Payments) and Appendix 8 (FM Standards).

SECTION 14. FM STANDARDS. Exhibit A attached to this Amendment ("Amended Appendix 8") is hereby attached to the Project Agreement and incorporated therein as Appendix 8, superseding and replacing in its entirety existing Appendix 8. Exhibit B attached to this Amendment shows, for informational purposes only, the differences between Amended Appendix 8 and Appendix 8 as it existed immediately prior to the execution of this Amendment.

SECTION 15. FM STANDARDS – PORT FM FACILITIES. Exhibit C attached to this Amendment ("Amended Appendix 8A") is hereby attached to the Project Agreement and incorporated therein as Appendix 8A, superseding and replacing in its entirety existing Appendix 8A. Exhibit D attached to this Amendment shows, for informational purposes only, the differences between Amended Appendix 8A and Appendix 8A as it existed immediately prior to the execution of this Amendment.

SECTION 16. INSURANCE REQUIREMENTS. Exhibit E attached to this Amendment ("Amended Appendix 9") is hereby attached to the Project Agreement and incorporated therein as Appendix 9, superseding and replacing in its entirety existing Appendix 9. Exhibit F attached to this Amendment shows, for informational purposes only, the differences between Amended Appendix 9 and Appendix 9 as it existed prior to the execution of this Amendment.

SECTION 17. PORT DEDUCTIONS. Exhibit G attached to this Amendment ("Amended Appendix 10A") is hereby attached to the Project Agreement and incorporated therein as Appendix 10A, superseding and replacing in its entirety existing Appendix 10A. Exhibit H attached to this Amendment shows, for informational purposes only, the differences between Amended Appendix 10A and Appendix 10A as it existed immediately prior to the execution of this Amendment.

SECTION 18. EXAMPLE CALCULATIONS. Exhibit I attached to this Amendment is hereby attached to the Project Agreement and incorporated therein as Appendix 15, superseding and replacing in its entirety Appendix 15 as it existed prior to the execution of this Amendment.

SECTION 19. CAPITAL FEE SCHEDULE. Exhibit J attached to this Amendment is hereby attached to the Project Agreement and incorporated therein as Appendix 18, superseding and replacing in its entirety Appendix 18 as it existed prior to the execution of this Amendment.

SECTION 20. PORT FM FEE SCHEDULE AND PORT ALLOCABLE FM FEE SCHEDULE. Exhibit K attached to this Amendment is hereby attached to the Project Agreement and incorporated therein

as Appendix 22, superseding and replacing in its entirety Appendix 22 as it existed prior to the execution of this Amendment.

SECTION 21. CONTINUING EFFECTIVENESS. Except as herein amended and supplemented or interpreted by Contract Administration Memoranda, the Project Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Project Agreement to be executed by their duly authorized representatives as of the date first written above.

APPROVED AS TO FORM

3-11 2020  
CHARLES PARKIN, City Attorney  
By [Signature]  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY

CITY OF LONG BEACH

By: Rebecca G Garner  
Name:

Title: **EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

CITY OF LONG BEACH, acting by and through its  
Board of Harbor Commissioners

By: [Signature]  
Name:

Title: **MARIO LOPEZ  
Executive Director**

APPROVED AS TO FORM AND RETURNED

MAR 10 2020

CHARLES PARKIN, City Attorney  
By [Signature]  
DEPUTY CITY ATTORNEY

PLENARY PROPERTIES LONG BEACH LLC

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Project Agreement to be executed by their duly authorized representatives as of the date first written above.


CITY OF LONG BEACH

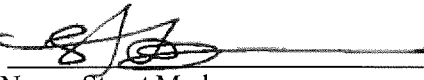
By: \_\_\_\_\_  
Name:  
Title:

CITY OF LONG BEACH, acting by and through its  
Board of Harbor Commissioners

By: \_\_\_\_\_  
Name:  
Title:

PLENARY PROPERTIES LONG BEACH LLC

By:  \_\_\_\_\_  
Name: Brian Budden  
Title: Director

By:  \_\_\_\_\_  
Name: Stuart Marks  
Title: Director

## EXHIBIT A

### APPENDIX 8 - CLEAN

#### APPENDIX 8

#### FM STANDARDS

##### 1.0 DEFINITIONS

In this Appendix, in addition to the definitions set out in this Project Agreement:

“Approved FM Plans” means FM Plans described in Exhibit C that have been reviewed and approved by the City. Initial plans will be provided 8 months prior to facility Substantial Completion for review and comment from the City. The Project Company and the City will agree upon a schedule for review and approval at delivery of the initial plans ensuring the plans are approved upon Substantial Completion.

“Best Management Practice” has the meaning specified in Section 1.1 of this Project Agreement.

“BMS” has the meaning specified in Section 2.7 of this Appendix 8. “CAFM” has the meaning specified in Section 2.7 of this Appendix 8.

“Central Utility Plant & Utility Yard” has the meaning specified in Section 1.1 of this Project Agreement

“City Facilities” has the meaning specified in Section 1.1 of this Project Agreement.

“City FM Requirements” are the portion of the FM Requirements that pertain to the City Facilities, Shared Facilities, and Shared Rooms.

“City Hall Building” has the meaning specified in Section 1.1 of this Project Agreement.

“Civic Plaza” has the meaning specified in Section 1.1 of this Project Agreement.

“Completion Period” has the meaning specified in Appendix 10 of this Project Agreement.

“Continuous Quality Assurance Plan” has the meaning specified in Section 5.1 of this Appendix 8.

“Facility Condition Index (FCI)” means an industry-standard metric that objectively measures the current condition of a facility, allowing comparison both within and among institutions. To determine FCI for any given set of assets, the total cost of remedying deferred maintenance requirements is divided by the current replacement value.

“FM Reports” has the meaning specified in Section 2.4.1 of this Appendix 8.

“FM Requirements” has the meaning specified in Section 1.1 of this Project Agreement.

“FM Services” has the meaning specified in Section 1.1 of this Project Agreement.

“Governmental Body” has the meaning specified in Section 1.1 of this Project Agreement.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Project Agreement to be executed by their duly authorized representatives as of the date first written above.

CITY OF LONG BEACH

By: \_\_\_\_\_  
Name:  
Title:

CITY OF LONG BEACH, acting by and through its  
Board of Harbor Commissioners

By: \_\_\_\_\_  
Name:  
Title:

PLENARY PROPERTIES LONG BEACH LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:



“Key Performance Indicator (KPI)” means a description of the level of performance that Project Company must achieve to attain compliance with the allotted output specification, as outlined in Exhibit B to this Appendix 8.

“LEED O&M” means the LEED-EB Certification.

“Library” has the meaning specified in Section 1.1 of this Project Agreement.

“Library Loading Dock” means the loading dock to the Library.

“Lincoln Park” has the meaning specified in Section 1.1 of this Project Agreement.

“Loading Docks and Ramps” has the meaning specified in Section 1.1 of this Project Agreement.

“Master Maintenance Plan” has the meaning specified in Section 1.1 of this Project Agreement.

“Minor Repair” means work that is valued at less than \$500 per SWO including labor and materials.

“New Parking Facility” has the meaning specified in Section 1.1 of this Project Agreement.

“Occupancy Date” has the meaning specified in Section 1.1 of this Project Agreement.

“Operating Hours” has the meaning specified in Section 2.3 of this Appendix 8.

“Operating Period” has the meaning specified in specified in Section 1.1 of this Project Agreement.

“PM” has the meaning specified in Section 3.2 of this Appendix 8.

“Port” has the meaning specified in Section 1.1 of this Project Agreement.

“Project Agreement” has the meaning specified in Section 1.1 of this Project Agreement.

“Project Company” has the meaning specified in Section 1.1 of this Project Agreement.

“Project Site” has the meaning specified in Section 1.1 of this Project Agreement.

“Real Property” or “RP” means land, buildings, structures, utility systems, and improvements and appurtenances thereto permanently annexed to land within the Project Site. Also includes collateral equipment (i.e., building-type equipment, built-in equipment and fixed equipment).

“Real Property Installed Equipment” or “RPIE” means items of equipment that are affixed, specifically and uniquely designed for or built into the project as an integral part of the project. Equipment that is an integral part of the project, which if removed would destroy or reduce the usefulness of the project, heating, cooling, and electrical system and included in the cost of construction.

“Regularly Scheduled Events” means official events scheduled by the City clerk or the executive assistant to the Board of Harbor Commissioners, including without limitation City Council meetings and meetings of the Board of Harbor Commissioners.

“Response Time” means the time between when the SWO is placed and Project Company personnel are either at the location of the SWO actively working or reporting to the requested party in order to gain additional information and provide scheduling information relevant to the SWO.

“Service Fee” has the meaning specified in Section 1.1 of this Project Agreement.

“Service Hours” has the meaning specified in Section 2.3 of this Appendix 8.

“Service Standards” means the performance standards ascribed to the FM Services as outlined in Exhibit A to this Appendix 8.

“Service Work Order” or “SWO” means a City, building occupant, or Project Company generated work document within the CAFM. Classifications of Service Work Orders are as specified in the FM Standards.

“Shared Facilities” has the meaning specified in Section 1.1 of this Project Agreement.

“Shared Rooms” has the meaning specified in Section 1.1 of this Project Agreement.

“Vandalism” has the meaning specified in Section 1.1 of this Project Agreement.

## **2.0 PROJECT COMPANY RESPONSIBILITIES**

### **2.1 GENERAL RESPONSIBILITIES**

The Project Company shall operate, maintain, repair, replace and manage the City Facilities, Shared Facilities, and Shared Rooms on a 24-hour per day, 7-day per week basis during the Operating Period in accordance with the City FM Requirements. The Project Company shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as defined herein and maintain a level of operations consistent with the Service Standards and Best Management Practice. The Project Company shall provide guidance and coordination with the City to ensure effective and economical operation of all activities described herein. Work shall include: management services, dispatching, real property maintenance, operations, repairs, major capital improvements, life cycle renewals; engineering services, environmental services, planning, programming, minor design and remodel services; and emergency services.

### **2.2 OUTLINE OF RESPONSIBILITIES**

The Project Company’s responsibilities include the following and as further defined in this Appendix:

- Facilities maintenance and repair
- Building facilities maintenance and operations
- Infrastructure management
- Janitorial services
- Grounds maintenance
- Parking services
- Pest control
- Solid waste management

- Security services
- Continuous Quality Assurance.

### 2.3 OPERATING HOURS AND SERVICE HOURS

The Project Company shall ensure the City Facilities, the Shared Facilities and the Shared Rooms are fully operational within the following hours of operation (the “Operating Hours”):

- City Hall Building: from 7:00 a.m. to 6:00 p.m. (0700-1800) Monday through Friday, and Regularly Scheduled Events, except public holidays officially observed by the City.
- Library: from 12:00 p.m. to 8:00 p.m. (1200-2000), Tuesday, 12:00 p.m. to 6:00 p.m. (1200-1800), Wednesday, 12:00 pm to 7:00 pm (1200-1900) Thursday, and 10:00 a.m. to 5:00 p.m. (1000-1700) Saturday.
- Lincoln Park (including restrooms) and Civic Plaza: dawn to dusk with the following exceptions:
  - Special Events; and
  - Lighting is required 24 hours a day, 7 days a week.

Where part of Project Company FM Requirements, the Project Company shall make the respective facilities available for use by City and Port employees and shall include hours in which the facilities may not be necessarily open to the public (the “Service Hours”). The Service Hours shall be as outlined below:

- City Hall Building: from 7:00 a.m. to 6:00 p.m. (0700-1800) Monday through Friday, and Regularly Scheduled Events, except public holidays officially observed by the City; Saturdays from 8:00 a.m. to 12:00 p.m.
- Library: from 7:00 a.m. to 5:30 p.m. (0700-1730) Monday through Friday, except public holidays officially observed by the City, with the following additional times:
  - Tuesdays, until 8:30 p.m. (2030)
  - Wednesdays, until 6:30 p.m. (1830)
  - Thursdays, until 7:30 p.m. (1930)
  - Saturdays, from 8:00 a.m. to 5:30 p.m. (0800-1730)
- Lincoln Park (including restrooms) and Civic Plaza Hours: dawn to dusk with the following exceptions
  - Special Events
  - Lighting is required 24 hours a day, 7 days a week

Further, the City Hall Building and the Library shall be available on a 24-hour per day, 7-day per week basis to City staff working outside Service Hours, except to the extent of necessary maintenance or repairs scheduled to minimize interference with City operations.

**2.4 CUSTOMER SERVICE AND SUPPORT**

The Project Company shall develop a detailed plan to address customer service and work support management; incorporating the approach to customer interface procedures and protocols, work reception, scheduling, and dispatch for all maintenance requirements.

**2.4.1 FM Reporting**

The Project Company shall be responsible for periodic FM Reporting Requirements (the “FM Reports”) as set out in Exhibit C. The format of the FM Reports will be subject to approval by the City prior to the Occupancy Date. The format of such reports will be amended and changed during the Term as agreed by the Project Company and the City, both acting reasonably. The Project Company will develop, maintain, and submit all required plans, reports, and project documents in accordance with Exhibit C.

**2.4.2 Response Time**

The Project Company shall respond to and complete all Service Work Orders (SWOs) within the times indicated in Table 2 below based on the following prioritization scheme:

- **Priority 1 – Emergency**, immediate response required – Situations requiring immediate action to return the City Facilities, Shared Facilities, and Shared Rooms to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to the public and/or City employees.
- **Priority 2 – Urgent**, necessary but not yet critical – Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards.
- **Priority 3 – Routine** – Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further. Items representing a practical improvement to existing conditions. These items are not required for the most basic functions of the City Facilities, Shared Facilities, and Shared Rooms, but will improve the overall usability, accessibility, and/or reduce long term maintenance.

Failure to meet the Key Performance Indicators (KPIs) outlined in Exhibit B hereto for SWO Response Time and Completion Period will result in performance deductions to the Service Fee as set forth in Appendix 10.

**Table 1: Service Work Order Response and Completion Periods**

Severity	Emergency	Urgent	Routine
Priority	1	2	3
During Operating Hours			
Response Time	10 minutes	2 hours	24 hours
Completion Period	2 hours	8 hours	5 Business Days
Outside Operating Hours			

Response Time	1 hour	Within 2 hours of start of next period of Operating Hours	Next Business Day
Completion Period	2 hours	End of next Business Day	5 Business Days

**2.5 HUMAN RESOURCES**

The Project Company shall:

- Adhere to prevailing wage requirements as defined by the California Labor Code;
- Provide qualified personnel to perform all of the City FM Requirements during the Operating Period; and
- Ensure that employees have all required professional certifications, current, valid, and on file, before starting work.

**2.6 MATERIAL, EQUIPMENT, AND SUBCONTRACT PURCHASES**

The Project Company shall:

- Purchase and manage all materials, equipment, and subcontracts to be used in the performance of these requirements.
- Maintain and manage sufficient materials and equipment readily available to support work requirements.

**2.7 COMPUTER-AIDED FACILITIES MANAGEMENT SYSTEM**

The Project Company shall utilize a Computer-aided Facility Management system (“CAFM”) to manage the City Facilities, Shared Facilities, and Shared Rooms. The City shall have access to the CAFM for auditing purposes and submission of SWO’s into the CAFM. The CAFM, including hardware and software, should allow for the following facilities management functions:

- Long-range and annual facility planning.
- Facility financial forecasting.
- Receiving, tracking, and recording SWOs.
- Work specifications, installation and space management.
- Architectural and engineering planning and design.
- New construction and/or renovation.
- Maintenance and operations management and reporting.
- Telecommunications integration, security and general administrative services.

- Sustainability monitoring, reporting, and forecasting.
- Subcontracts, suppliers, and personnel management.
- Customer satisfaction auditing.
- Document management.
- Interface with BMS (as defined below).

The Project Company shall incorporate a building management system (“BMS”) to monitor and, when applicable, automate and control building systems such as:

- Lighting control.
- Heating, Ventilation and Air-conditioning (HVAC).
- Security monitoring.
- Access control.
- Fire/life safety alarm monitoring.
- Vertical transportation alarm monitoring.

The Project Company shall provide the necessary resources to support data mining and developing reports as required. The Project Company will also perform overall trending analysis to support the City and in determining long-term planning for equipment reliability, fault-cause analysis and benchmarking measurements.

### **3.0 FACILITY MANAGEMENT OPERATIONAL FUNCTIONS**

#### **3.1 FACILITY MAINTENANCE AND REPAIR (FM&R) REQUIREMENTS**

The Project Company shall:

- Maintain the systems of the City Facilities, Shared Facilities, and Shared Rooms to minimize breakdowns and maximize habitability during Service Hours. All systems shall be available during Service Hours of a given facility unless specifically authorized by the City or designated representative. Security, fire suppression, protection, and detection systems shall be fully operational twenty-four hours a day, seven days a week. Any unscheduled corrective maintenance shall be considered a breakdown. Should a breakdown result in the inability of the City to access office and/or common space, the breakdown shall trigger performance penalties as outlined in Appendix 10 of this Project Agreement;
- Report on the performance and availability of building systems as required as determined by the BMS and other building systems as applicable;
- Submit a complete Operation Procedures Plan (as described in Exhibit C) that will support operations & maintenance issues, to include planning, budgeting,

executing, equipping, and training, ensuring the most effective and efficient delivery of services;

- Maintain the City Facilities, Shared Facilities, and Shared Rooms in accordance with the Approved FM Plans, Service Standards and Best Management Practice;
- Ensure that all equipment and technologies are replaced or upgraded before they become obsolete; and
- Maintain a Facility Condition Index (FCI) score of 0.20 (i.e. 80%) or better for the following:
  - City Hall Building, Shared Facilities, Shared Rooms and Port FM Facilities as a combined unit; and
  - Library and Lincoln Park as a combined unit

The following table outlines the FM&R functions (except with respect to Lincoln Park and the Library grounds, which are set forth in Section 2.1 of this Appendix 8):

**Table 2: FM&R Functions**

#	Service	Notes
1.	Building Management Services	Implementing and maintaining the BMS.
2.	Routine Emergency Maintenance Operations and	Corrective and planned maintenance on infrastructure of the City Facilities, Shared Facilities, and Shared Rooms including routine and emergency response requirements. Work encompasses all typical trades and services customary to facilities management operations and maintenance including plumbing, structural, HVAC, electrical, and fire life safety system repair and maintenance.
3.	Utilities Management	Ensuring availability of utility services to the City Facilities, Shared Facilities, and Shared Rooms including electrical, water, gas, and oil or other utility service as appropriate.
4.	Heating, Cooling, Ventilation & Power Plant Services	Ensuring the availability and operation of plant services to the City Facilities, Shared Facilities, and Shared Rooms.
5.	Roads & Grounds Maintenance	Including landscape, hardscape and maintenance of all external areas of the City Facilities and Shared Facilities.

#	Service	Notes
6.	Exterior Janitorial	Provision of cleaning services to the exterior of the City Facilities, Shared Facilities and Shared Rooms, for example graffiti removal, exterior window cleaning; waterproofing maintenance.
7.	Interior Janitorial	Provision of general cleaning services to the interior of the City Facilities, Shared Facilities, and Shared Rooms with specialist cleaning in specified areas.
8.	Telecommunications and IT	Provision and on-going support for utility connections and the structured cable infrastructure installed, terminated & tested (which includes fiber optic cables, copper cables, raceways, back boxes, all outlets (wall, floor, other), distribution rooms, racks and terminations) for local or wide-area network, building automation, telephone, security and CATV systems.
9.	Fire Alarm and Life Safety Systems	Provision of on-going operations, testing, maintenance, certification, and support to fire alarm and mechanical control/release systems, emergency public communications; smoke control and removal systems.
10.	Vertical Transportation Systems	Provision of management of elevator service contracts as well as on-going asset upgrades to maintain operational serviceability over the Operating Period.
11.	Roofing Systems	Provision for on-going roofing maintenance and management, including renewal of roofing systems and associated components.
12.	Environmental Health and Safety	Develop, implement and keep up-to-date a comprehensive program to address work place safety, training including waste management, pest management, indoor air quality, and mold management. Ensuring that buildings meet internal and external environmental and safety standards including all appropriate laws and codes.
13.	Lifecycle Renewal	Ensure on-going operational serviceability of the City Facilities, Shared Facilities and Shared Rooms, equipment and systems through comprehensive replacement and renewal over time. Renewal components shall be replaced in form, substance and quality that meet or exceed the D&C Standards.
14.	Parking Structure Lot/	Provision, operation and maintenance of parking lot(s) or structure(s) for users, including parking and site traffic management services as outlined in Table 4 of this Appendix.



#	Service	Notes
15.	Shipping/Receiving Resource Trash & Recycling Management	Provision, operation, and maintenance of receiving and shipping dock(s) including the management of a proactive recycling program address all relevant waste streams and to maintain compliance with LEED and other Governmental Body regulatory programs.
16.	Asset Management	Provision of services including inventory control for RP and RPIE, as well as items needed for O&M of the City Facilities, Shared Facilities, and Shared Rooms.
17.	Security Electronics	Provision of and maintenance for: security communication and surveillance systems, intercoms, public address antennas & repeaters, within and around the City Facilities, Shared Facilities, and Shared Rooms.
18.	Access Control Systems	Provision of and on-going operations and maintenance for access control systems.
19.	Special Events	Provision for support services associated with special events and events that typically occur outside of normal City operations but in support of the public and mission of the City; such events may include: film production, media events, and special conferences.
20.	Maintenance Engineering Services	Provision of civil, electrical, mechanical, life, fire and safety engineering services for ongoing operations, facility modification, CADD operations, and other relevant special project work. Services include master facility maintenance and repair planning/scheduling, as well as capital improvement project development and management.
21.	Photovoltaic Panels	Provision and maintenance of photovoltaic panels and inverters including washing panels and providing lifecycle replacements per the Master Maintenance Plan.
22.	Vandalism and Graffiti Control	Proactive management of Vandalism when found on site. Proactive management and removal of graffiti based on performance standards. For further clarity, the Project Company shall be responsible for maintenance, repair or replacement due to Vandalism up to the threshold set forth in Section 9.5 of this Project Agreement.
23.	Energy Management	Proactively work to identify energy conservation strategies and best practices, and in collaboration with the City develop implementation plans and approaches as mutually agreed.

**Table 2.1: FM&R of Lincoln Park and Library Grounds**

<b>Park Scope matrix</b>	<b>Park</b>	<b>Library grounds</b>
<b>C= City, PC= Project Company</b>		
<b>O&amp;M</b>		
Plant and turf maintenance	C	C
Cleaning Park	C	C
Cleaning Consumables	C	C
Rest room doors, locks, fixtures	PC	PC
Irrigation system maintenance and ops	C	C
Open and Close restroom	C	NA
Park Pest Control	C	C
Park rest room cleaning and operations (including consumables)	C	NA
Hardscape and pavement maintenance	C	C
Benches, Bike racks, Trellis and other fixtures	C	C
Basic security patrol	PC	PC
Plumbing and sewer maintenance	PC	PC
Electrical Maintenance	PC	PC
Lighting Maintenance, lamps, sensors	PC	PC
Dog Park and fencing, consumables	C	C
Play ground equipment and surface	C	C
Elevator Maintenance, inspections and permit	PC	PC
Elevator structure/enclosure	PC	PC
Pre/Post event inspections (Project Company will assist with major events using electrical services)	C	C
Vandalism	PC	PC
Elevator structure/enclosure	PC	PC
Daily Safety inspections	C	C
<b>Life Cycle</b>		
Plant, Tree, Surfaces and Turf Life Cycle	C	C
Rest room Life Cycle	PC	NA
Electrical, lighting and lamps life cycle	PC	PC
Plumbing and sewer	PC	PC
Benches, Bike racks, Trellis and other fixtures	C	C
Dog Park and fencing,	C	NA
Play ground equipment and surface	C	NA
Pavements on Library terrace, steps etc.	C	C
Elevator and Elevator enclosures	PC	PC
Fixtures, Plantings and Seating on Library terrace	C	C
Waterproofing systems over Lincoln Garage	PC	PC

### 3.2

## FACILITIES MAINTENANCE AND OPERATIONS

The preventative maintenance (“PM”) program shall be executed as scheduled with documentation maintained accurately and up to date at all times. The Project Company shall update the PM program as necessary to reflect any changes in equipment inventory. Specifically, the Project Company shall:

- Utilize the CAFM to schedule and maintain the equipment history on all RPIE and systems;
- Provide effective contingency and disaster response for major incidents and natural disasters. An emergency response manager must be available twenty-four hours a day, seven days a week (a management individual will be on call during non-business hours);
- Continue to provide essential City Facilities infrastructure operations, maintenance and repair, and customer service during a crisis or emergency. Provide service twenty-four hours a day until the crisis is over, as directed;
- Contract for and provide utility services. The Project Company shall provide detailed data on energy consumption. The Project Company shall develop and submit a Whole Building Energy Model (as described in Exhibit C);
- Submit Utility Analysis Reports (as described in Exhibit C), which review water, gas, electric, and sewer bills and provide usage data, trend analysis and benchmark reports;
- Obtain LEED O&M Gold or better certification for the City Hall Building and the Library within three years of the Occupancy Date of the City Hall Building.
- Be able to provide physical inventories and asset management of RP, and RPIE;
- Submit maintenance status reports, which shall include corrective maintenance performed, response time metrics, completion metrics, completed PM, and deferred PM with associated justification, PM plans and schedules for the next 30 day period;
- Submit quality inspection reports, which shall detail the facilities maintenance and operations inspection by the Project Company, positive and negative findings, quality improvement activities, including details and explanations for service interruptions, emergency services and other non-standard service issues;
- Manage refrigerants to reduce use and emissions of hydrochlorofluorocarbons (HCFC) and other refrigerants as required by law. The Project Company shall maintain a refrigerant management plan and will comply with any Governmental Body regulatory reporting requirements;
- Maintain electrical systems at levels recommended by manufacturers but not less than recommended by National Fire Protection Agency (NFPA) guidelines;
- Maintain fire suppression, protection and detection systems to comply with parameters defined in the original design and through commissioning. Inspection,

testing, certification, and maintenance of installed fire suppression and detection systems shall be conducted by personnel trained/qualified in the maintenance and repair of the fire protection system or subsystem;

- Have fire suppression, protection, detection and safety systems tested and certified in accordance with local jurisdictions requirements and NFPA;
- Develop a Roof Management Plan (RMP), including the type of roof material, condition, and outline short and long term maintenance and replacement needs;
- Work with the City security representative to ensure security systems and supporting security requirements are properly maintained;
- Maintain door hardware and locksmith services to maintain locks and panic hardware; City will be responsible for cash vaults;
- Ensure that keys/key cards issued to the Project Company by the City are not lost or misplaced and are not used by unauthorized persons;
- Support special events approved by the City's Special Events department, including activities such as erecting and maintaining signs, barricades and lights, and do other such services as may be reasonably necessary. The Project Company shall invoice and be reimbursed for its costs (with no mark-ups) associated with special event functions approved by the City's Special Events department; and
- Perform services to ensure support for Very Important Person (VIP) visits and special/media events as requested by the City.

The City will manage all shipping, receiving, and mail reception functions for the City Facilities.

### **3.3 INFRASTRUCTURE MANAGEMENT**

The Project Company shall operate and maintain the infrastructure in the City Facilities, Shared Facilities, and Shared Rooms in a state and condition so as to provide continuous service and support during Service Hours consistent with applicable Federal, State, and Local ordinances. Infrastructure elements include the following:

- Storm water systems: risers, inlets, catch basins, sump pumps, surge tank, perforated sub-drains, oil/water separators, and piping.
- Pavements: all roads, streets, service drives, driveways, parking garages (as outlined in Table 4), curbs, gutters, sidewalks, plazas, pedestrian paths and walkways, bikeways, jogging paths, and equipment pads in the Project Site, but for clarity shall not include pavements in public rights-of-way.
- Fencing/Gates: wood, wire, masonry, metal, including control hardware, and electronics.
- Generators: diesel generators, gas generators, automatic transfer switches or panels, uninterruptible power systems and all associated mechanical/electrical systems.

- Signage: building and office signs, crowd control, hazard and safety, visitor directions and marquees.
- Recreational areas: outdoor break areas, public benches, and exterior project maintained areas.
- Water distribution systems: distribution mains, arterial mains, water treatment equipment, water storage tanks, all associated controls, water lines, valves, spigots, faucets, sprinklers, underground and above-ground irrigation systems, non-potable/reuse systems, underground and above ground fire suppression systems, and meters.
- Sanitary sewer system: sanitary sewer lines, lift stations, main connections, underground wastewater delivery systems (including manholes), septic tank systems, oil/water separators, and grease traps.
- Natural and compressed gas systems: piping, valves, regulators, and meters.
- Electrical distribution system: overhead and underground electrical distribution systems, substations, switching stations, electrical vaults, exterior lights, current and potential instrument transformers, fuses, meters, recorders, relays, contactors, magnetic starters, buss ducts, cables, grounding systems, lightning protection systems, ground fault systems, and feeders, and seasonal decorative lighting.
- Power and Lighting: power and lighting distribution systems including circuit breakers, switches, panels, receptacles, lighting fixtures, dimmers, contactors, motors, built-in appliances, emergency lighting systems, static grounding systems, obstruction lighting, re-lamping, fusing, conduits, and conductors.
- Hot water and chilled water physical plants: hot water generators, chillers, pumps, fans, make-up systems, emission controls, expansion tanks, fuel storage, instrumentation, waste heat recovery, heat exchangers, water treatment, cooling towers, condensers, evaporators, refrigerant emission controls and associated equipment, refrigerant recovery/recycling equipment, refrigerant storage and handling, refrigerant monitoring system (including sensors, automated controls, and mechanical room ventilation and exhaust systems, plant instrumentation, controls and associated systems).
- Fire Life Safety Systems: Eyewash stations, emergency showers, fire pumps, electrical control and release systems, audible and visible notification systems, backflow prevention devices, post indicator valves, check valves, and water flow meters, pre-action controls, gaseous and dry chemical suppression systems.
- Energy management and building automation systems.
- Information Technology (IT) systems: The table below provides information about the intended allocation of IT responsibilities between the City and the Project Company.

**Table 3: IT System Maintenance Responsibility Matrix**

IT System/Component	Project Company	City	Notes
Site Infrastructure, pathways and Telecom vaults	X		Maintenance responsibility of Project Company
Incoming Service – Telephone		X	City orders and pays for telephone service via Project Company
Incoming Service – Private Circuits		X	City orders and pays for private circuits via Project Company
Incoming Service – Internet		X	City orders and pays for Internet service for Wireless LAN
Fit-out of Telecom spaces	X		Includes racks, pathways and grounding system
Active Systems, Servers and Switches		X	City provides and installs in racks
Active Systems, Servers, Displays and Equipment		X	City provides, operates and maintains
In-building pathways and distribution	X		Maintenance responsibility of Project Company
Backbone Cabling (fiber, multi-pair copper, and coax)	X		Maintenance responsibility of Project Company
Horizontal/distribution cabling (in-building and on-site)	X		Maintenance responsibility of Project Company
Tel/data terminations, patch panels and outlets	X		Maintenance responsibility of Project Company
Digital signage, video wall	X	X	Maintenance is responsibility of Project Company. City provides operation and content of signage.
Distributed Antenna System (DAS) for cellular/PMRS	X		Maintenance responsibility of Project Company
Wireless LAN (-65db on 95% of site 99.9% availability)	X	X	Maintenance responsibility of Project Company. City will manage the service to the end user (i.e. access).
Parking Control System	X		Maintenance responsibility of Project Company per the parking matrix in Table 4
Office Automation Systems (email, fileservers etc.)		X	City provides, operates and maintains
Geographical Information Systems		X	City provides, operates and maintains

- Audio/Visual (A/V) systems: The City will operate and maintain all A/V equipment including LCD screens, video conferencing equipment, telephones, digital interactive screens, digital video recording and broadcasting systems, and digital voting system in the council/commission chambers, and IPTV systems in the council/commission chambers and common areas of the City Facilities and Shared Facilities.
- The Project Company will operate and maintain A/V backbone and wiring.

The Project Company shall:

- Maintain utility systems to maximize their availability. Utility systems shall be available twenty-four hours a day, seven days a week, excluding permitted time for normal, scheduled maintenance and shall include IT systems;
- Provide Space Temperature Trending Report. This report shall show space temperatures for the City Hall Building and the Library during the quarterly time frame;
- Develop and maintain a cross-connection control and backflow prevention program;
- Perform FM functions in accordance with the approved Master Maintenance Plan. The objective of the Master Maintenance Plan is to ensure that maintenance, operations, and capital improvement planning are practiced so as to reduce the life cycle costs of project ownership while maintaining standards.
- Provide a Master Maintenance Plan to show, at a minimum the following data: O&M activities performed last fiscal year, planned O&M activities for the following fiscal year, capital renewals performed last fiscal year, planned capital renewals for the following fiscal year, a five year capital renewal project schedule with justifications for projects listed, and the current Facility Condition Index (FCI) for the City Facilities, the Shared Facilities, and the Shared Rooms. The annual report shall also include an updated lifecycle-major equipment repair and replacement schedule for the remainder of the Term. This schedule shall address all major infrastructure systems, their current status and their replacement schedule based on monitoring of ongoing conditions and life expectancy factors.

### **3.4 JANITORIAL SERVICES**

Except in respect of Lincoln Park and the Library grounds (for which janitorial services are described in Table 2.1), the Project Company shall provide janitorial services that ensure that the City Facilities, Shared Facilities, and Shared Rooms are clean, sanitary, and free of graffiti. The Project Company shall not create undue hazards as a byproduct of janitorial operations. A sufficient weekly inventory shall be maintained and disposal of waste be handled in a suitable manner.

The Project Company shall:

- Provide green janitorial service in accordance with the approved operating procedures plan;

- Appropriately staff the janitorial services in accordance with the janitorial service schedules; and
- Perform quality assurance in accordance with the approved Continuous Quality Assurance Plan (as described in Exhibit C) and document in the Quality Inspection Report (as described in Exhibit C).

### 3.5 GROUNDS MAINTENANCE SERVICES

The purpose of grounds maintenance services is to ensure exterior landscaped areas of the City Facilities, the Shared Facilities and the Shared Rooms are clean, neat, healthy, and have a professional appearance every day.

Except in respect of Lincoln Park and the Library grounds (for which ground maintenance services are described in Table 2.1), the Project Company shall:

- Provide grounds service in accordance with the approved Operating Procedures Plan (as described in Exhibit C); and
- Perform quality assurance in accordance with the approved Continuous Quality Assurance Plan (as described in Exhibit C) and document in the Quality Inspection Report (as described in Exhibit C).

### 3.6 PARKING SERVICES

The Project Company will have primary responsibility for the overall daily operation and management of the parking structures that service the City Facilities as outlined in Table 4:

**Table 4: Parking Responsibility Matrix**

	Loading Docks and Ramps		Lincoln Garage		Library Loading Dock		Broadway Garage		Comments
	O&M	LC	O&M	LC	O&M	LC	O&M	LC	
Revenue collection							C		
Manned security									Stationary or full time manned security
Security patrols	P		PC		PC		PC		Drive through or walk through rounds.
Control of gates			PC				C		Gate control for non badged entry
Card readers	P	P	PC	PC	PC	PC	C	C	
Gate maintenance and repair	P	P	PC	PC	PC	PC	C	C	Broadway: gates and revenue system
Badge issuing and control	P/C		C		C		C		



Roll up doors	P	P	PC	PC			C	C	no roll up doors on Lincoln ramp
Loading Dock Cleaning	PC				PC				
Taking delivery	C				C				Mail room manages dock for Civic
Waste and garbage management	PC		PC		PC		C		
Garage cleaning			PC				C		
Garage waste/trash pickup	PC		PC		PC		C		
Garage office space maintenance & repair							C	C	
Electric Charging Stations			C	C			C	C	Maintenance and Life Cycle
Landscape / irrigation							C	C	
Elevator maintenance and lifecycle			PC	PC	PC	PC	PC	C	
Changing Lights	PC	PC	PC	PC	PC	PC	C	C	City work by City parking contractor
Pavement striping		PC		PC		PC		PC	
Pavement maintenance and lifecycle	PC	PC	PC	C	PC	PC	PC	C	
Fire suppression	PC	PC	PC	PC	PC	PC	C	C	Broadway - hoses and extinguishers
Fire annunciation	PC	PC	PC	PC	PC	PC	C	C	
Security cameras	PC	PC	PC	PC	PC	PC	C	C	Maintenance and Observation
Painting and general maintenance	PC		PC		PC		C		
HVAC Ventilation & Controls	PC	PC	PC	PC	PC	PC			Port will have access and control Port building HVAC and temperatures

Dewatering pumps and pits	PC		PC		PC				
Floor drains	PC	PC	PC	PC	PC	PC			
Structural Maintenance and Lifecycle	PC	PC	C	C	PC	PC	C	C	Existing
Chestnut Street Maintenance and Lifecycle			C	C	C	C	C	C	City right of way by City
Chestnut St "bridge"			C	C					Over ramp to Lincoln garage

Notes:

O&M (operations & maintenance) consists of daily operations, maintenance, minor repairs, and consumables

LC (lifecycle) consists of lifecycle replacements and major repairs

C – City

PC – Project Company

P - Port

In addition to those responsibilities set forth in Table 4, the Project Company shall:

- Be responsible for management of any special identification devices (such as permits and bumper stickers) required to indicate allowed usage of parking;
- Maintain accounts and records that reflect total operation of each of the parking areas separately; and
- Post a notice of person(s) to be called in case of emergencies and shall immediately advise the City of any changes in the notice.

### 3.7 PEST CONTROL SERVICES

The Project Company will provide pest control services for the City Facilities, Shared Facilities and Shared Rooms. The objective of pest management is to protect public health and property by controlling insects, rodents and other pests or organisms while minimizing the use of pesticides. The Project Company shall use integrated pest management techniques to achieve these objectives.

The Project Company shall:

- Provide a material safety data sheet report detailing all proposed chemicals for use within the pest control function; and
- Perform quality assurance according to the approved Continuous Quality Assurance Plan (as described in Exhibit C) and document in the Quality Inspection Report (as described in Exhibit C).

### 3.8 SOLID WASTE COLLECTION, RECYCLING, AND REMOVAL

Trash and recycling material collection, removal and disposal shall be Project Company's responsibility.

The Project Company shall:

- Generate a quarterly Waste Diversion & Hazardous Waste Report (as described in Exhibit C), and
- Provide waste services in parking areas a delineated in Section 3.6.

### 3.9 SECURITY SERVICES

The purpose of security services is to offer a safe and professional environment in the common areas of the City Facilities, Shared Facilities and Shared Rooms and surrounding grounds. The Project Company shall provide, operate and maintain all access control systems, video surveillance systems, and supporting network equipment. Table 5 below illustrates the responsibility allocation for major security functions between the Project Company and the City and the Port.

**Table 5: Security Services Responsibility Matrix**

System/Component	Project Company	City	Notes
Access systems and hardware	X		Project Company to install, operate, and maintain. Access systems must be compatible with the vendor systems as mutually agreed:
City Hall Building access	X		Project Company operates and maintains
Visitor access to City staff offices	X		Visitor security desks staffed by Project Company security personnel. Visitor access to floors controlled by elevator system managed by the Project Company.
Visitor access to City Council member offices	X		Visitor security desks staffed by Project Company security personnel. Visitor access to floors controlled by elevator system managed by the Project Company.
Management of staff and security access cards		X	City will provide updated list of City staff with specified level of security access to Project Company security personnel, who will manage and maintain security access.
Video Surveillance System	X		Project Company to operate, and maintain all video cameras, which must allow for multi-tasking by multiple agencies.

System/Component	Project Company	City	Notes
Network Equipment to support electronic security systems	X		Project Company to maintain. The video surveillance system must enable multi-tasking by multiple agencies. Specifically, the network must: <ul style="list-style-type: none"> <li>• Be compatible with the City security vendor systems for surveillance and access as mutually agreed.</li> <li>• Be independent of other network systems including independent switches and routers.</li> </ul>
Security Operations Center (SOC)	X		Project Company required to maintain and operate its own SOC for the facility to fulfill its security duties as defined.
Local law enforcement coordination	X	X	All security operations are required to maintain ongoing coordination per Police requirements. Project Company and the City are responsible for coordination for their respective scope
Patrol and staffing of Grounds and Common Areas	X		Patrol all exterior portions of the City Facilities, Shared Facilities and Shared Rooms as well as common areas including lobby of the City Hall Building.
Patrol and staffing of City administrative office spaces		X	
Enhanced security staffing		X	City and Port will provide enhanced security for City Council meetings and Board of Harbor Commissioners meetings, respectively, in the chambers and/or other public meeting spaces

The Project Company shall control and monitor security systems from a central Security Operations Center (SOC) onsite.

The Project Company shall provide the following security positions and operating:

SOC 3- Stationed at the Security Operations Center in the City Hall Building. Provides monitoring, and visitor elevator badging at the City Hall Building. Hours: Mon-Fri: 7:00 a.m. - 6:00 p.m.; extended p.m. hours on City Council and Board of Harbor Commissioners meeting nights.

PAT 1- Patrols the Civic Plaza and Lincoln Park. Provides security presence, escorting, and assistance. Hours: Sun-Sat: dawn to dusk.

The City shall provide the following security positions and operating hours as follows:

SOC 1- Stationed at the Security Operations Center in the City Hall Building.

Provides afterhours monitoring and interior patrol at the City Hall Building.  
Hours: Sun-Fri: 3:00 p.m. -7:00 a.m.; Sat 7:00 a.m. -Sun 7:00 a.m.

SOC 2- Stationed at the Security Operations Center in the City Hall Building.  
Provides monitoring, screening/bag check and escorting and responding to security calls at the City Hall Building.

LIB 1- Stationed at the Library from one hour before the Library is open to the public until 1 hour after the Library closes.  
Provides interior and exterior patrol at the Library.  
Hours: Tue: 11:00 a.m. - 9:00 p.m.; Wed: 11:00 a.m. - 7:00 p.m.; Thu: 11:00 a.m. - 8:00 p.m.; Fri and Sat: 9:00 a.m. - 6:00 p.m.

The Project Company shall:

- perform its duties;
- Provide security escorts for City Facility employees between buildings and/or to parking after Service Hours, as requested;
- Respond to security events within established time requirements including contacting City and Port security operations and the Police Department as necessary;
- Prepare a coordinated Security Management and Staffing Plan (as described in Exhibit C) that is reviewed and approved by City and includes SOC management, staffing, equipment, maintenance and emergency response procedures for stand-alone events including:
  - Protest;
  - Bomb threat;
  - Active shooting;
  - Major loss of power;
  - Natural disaster;
  - Medical emergency; and
  - Building rules for construction;
- Prepare a security staffing report that shall include future staffing plans, in coordination with police, harbor patrols, planned building activities and special events; and
- Prepare incident reports.

The City shall:

- Respond to security events outside of Service Hours including contacting Port security operations and the Police Department as necessary; and

- Provide security services and perimeter patrols for the Library.

#### **4.0 CONTINUOUS QUALITY ASSURANCE**

##### **4.1 CONTINUOUS QUALITY ASSURANCE PLAN**

The Project Company shall prepare a Continuous Quality Assurance Plan (as described in Exhibit C) (CQAP) for the City Facilities, Shared Facilities, and Shared Rooms that shall be reviewed and approved by the City, shall be developed using the ISO 9001 Standard as a guide and, at a minimum, shall include:

- An inspection system covering the FM Services specifying areas to be inspected on a scheduled basis and an unscheduled basis;
- A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable;
- Provide Key Performance Indicators (KPIs) to be used by Project Company personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory contract performance;
- Provide data which allows the City to easily verify Project Company performance;
- Describe how Project Company processes shall be changed to continually improve performance;
- Provide management level metrics that verify compliance with the FM scope contained in this Appendix and gives trend data needed for the City measure the effectiveness of the project management program;
- Provide a system for recording, addressing, and correcting unplanned system failures, and poor quality work with respect to the Project Company's services;
- Provide a system for recording and acting on City and building occupant feedback and satisfaction with respect to the Project Company's services;
- Provide a system to identify and prevent technology obsolescence; and
- The system shall include methods for escalation procedures as well as the publishing results of its own CQAP program.

##### **4.2 QUALITY SURVEILLANCE**

The Project Company shall correlate satisfaction data metrics and report to the City on a quarterly basis in a Customer Satisfaction Report (as described in Exhibit C).

The City will independently solicit customer satisfaction feedback. Results of these surveys will be shared with the Project Company. Where appropriate, the Project Company shall address any negative feedback or complaints from the City or building occupants. The Project Company shall summarize the customer survey results and corresponding corrective actions taken in the Customer Satisfaction Report (as described in Exhibit C).

**Exhibit A: Service Standards**

**Table 1: Service Standards for the City Hall Building and Library Buildings and Building Elements**

<b>SERVICE STANDARDS</b>	
<b>BUILDINGS AND BUILDING ELEMENTS</b>	
<b>Element</b>	<b>Standard</b>
<b>General</b>	In general, all elements of building fabric, fixtures and fittings, and floor and floor coverings shall at all times be functional, operational and satisfy the same performance requirements as required for Substantial Completion, subject to reasonable wear and tear, which is in turn subject to maintenance, repair and replacement obligations as set out in Appendix 8.
<b>Building Envelope, External</b>	<ul style="list-style-type: none"> <li>• Sound, secure and weatherproof where appropriate.</li> <li>• Free from damp penetration or spalling.</li> <li>• Claddings, copings and parapets, soffits/fascia are structurally sound and secure.</li> <li>• Free from pests.</li> <li>• Free from debris and moss growth.</li> <li>• Substantially free from bird droppings.</li> <li>• Substantially free from unsightly stains and blemishes.</li> <li>• Exterior glazed curtain wall system shall be maintained clean and free of dirt, dust, and water spots. For clarity this obligation will be met through a washing regimen of 1 time per year.</li> <li>• Roof shall be watertight and maintained in accordance with manufacturer’s recommendations.</li> </ul>
<b>Building Envelope, Internal</b>	<ul style="list-style-type: none"> <li>• Free from structural cracks and/or deflection.</li> <li>• Free from damp and pests.</li> <li>• Free from undue damage and of reasonable appearance for location.</li> <li>• Free from hazardous materials.</li> <li>• Free from volatile off-gassing.</li> <li>• Substantially free from unsightly stains and blemishes.</li> <li>• Interior window surfaces shall be cleaned. Window sashes, sills, woodwork/metalwork and other glass surroundings shall be wiped free of drippings and marks. All glass surfaces shall be maintained clean and substantially free of dirt, dust, and water spots.</li> </ul>
<b>Internal Fixtures and Fittings</b>	<ul style="list-style-type: none"> <li>• Door hardware shall operate as intended, in a safe way, without making undue noise and without observable stains on hinges, locks, catches and handles, and without binding, rubbing or catching in any way. Reset after tripping, if required. Internal fixtures shall function as intended, be free from corrosion and all but minor surface blemishes and wear and tear, and maintained in accordance with manufacturers’ recommendations.</li> <li>• Signs, notices, warning signs where appropriate shall be intact, legible and illuminated where appropriate.</li> </ul>

<p align="center"><b>Floor and Floor Coverings</b></p>	<ul style="list-style-type: none"> <li>• The floor coverings are complete, in accordance with the D&amp;C Standards.</li> <li>• The floor coverings are fully fixed to the floor so as not to cause health &amp; safety hazard.</li> <li>• The floor/floor covering is substantially free from tears, scoring, cracks or any other damage that is unsightly and/or could cause a health and safety hazard.</li> <li>• The floor/floor coverings shall be maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheelchairs and any other wheeled carts of furniture in use in the Facility.</li> </ul>
<p align="center"><b>Decorative Finishes</b></p>	<ul style="list-style-type: none"> <li>• Decorative finishes are complete according to the D&amp;C Standards.</li> <li>• Free from all but minor surface blemishes or undue wear and tear. Painted surfaces are free from peeling and discoloration.</li> <li>• Free from cracks or any other surface degradation and maintained in accordance with Best Management Practice.</li> </ul>
<p align="center"><b>Artwork/Sculpture in City Facilities, Shared Facilities, and Shared Rooms</b></p>	<ul style="list-style-type: none"> <li>• Secured from theft or vandalism where appropriate.</li> <li>• Maintain artwork and sculptures in a reasonably clean condition, provided however that this obligation is intended to cover artwork of a size and nature as that existing within the City Facilities as of the date of the Agreement. Should the City incorporate an artwork installation that has a material adverse impact on the FM Services, the Project Company shall be entitled to an FM Services Change.</li> </ul>



**Table 2: Service Standards for the Building Systems of the City Hall Building and Library**

<b>SERVICE STANDARDS</b>	
<b>BUILDING SYSTEMS</b>	
<b>Element</b>	<b>Standard</b>
<b>General</b>	In general, all elements of building systems, including the elements outlined below, shall at all times be functional, operational, in compliance with the D&C Standards and maintained in accordance with manufacturers' recommendations.
<b>Emergency Power Systems</b>	<ul style="list-style-type: none"> <li>• Standby power supply shall be operational, secure and tested regularly in compliance with applicable standards and free from dust.</li> <li>• Batteries shall comply with applicable codes and standards and shall be adequately ventilated, free from acid leakage; batteries shall be topped up and fully charged.</li> </ul>
<b>Low Voltage Distribution System (Below 600V)</b>	<ul style="list-style-type: none"> <li>• Ratings shall be clearly marked.</li> <li>• Secure to authorized access only.</li> <li>• Recording/Monitoring instruments shall be operational.</li> <li>• Thermographic scans (utilizing thermal imaging cameras) taken at least every 3 years after Substantial Completion. This frequency shall be increased if problem areas are encountered.</li> <li>• Test all alarm functions per manufacturers' recommendations</li> <li>• Identification notices where necessary.</li> </ul>
<b>High Voltage Distribution Systems</b>	<ul style="list-style-type: none"> <li>• Ratings shall be clearly marked.</li> <li>• Secured to authorized access only.</li> <li>• Recording/monitoring instruments shall be operational.</li> <li>• Provide coordination study after initial installation and after every significant change.</li> <li>• Identify all current transformer and potential transformer ratios.</li> <li>• Thermographic scans, cleaning and re-torque of distribution systems every 3 years after Substantial Completion.</li> </ul>
<b>Lighting</b>	<ul style="list-style-type: none"> <li>• All lighting systems must be functional, safe, operate without flickering and remain within the lighting levels in the D&amp;C Standards.</li> </ul>
<b>Hot &amp; Cold Water Systems</b>	<ul style="list-style-type: none"> <li>• Deliver water at the specified temperatures and flow rates as required to serve the Facility needs without undue noise and vibration.</li> <li>• Taps, valves and other related fittings and fixtures shall function as intended.</li> <li>• All pipe work and fittings shall be fastened securely to their intended points of anchorage with properly engineered seismic bracing in accordance with applicable code.</li> <li>• There shall be no drips or leaks of water from pipe work, taps, valves and/or fittings.</li> </ul>
<b>Heating, Ventilation and Air Conditioning Systems</b>	See Table 3
<b>Conveying Systems</b>	Elevators operate to the manufacturers' specifications and the D&C Standards.

<p><b>Sanitary and Other Drainage Systems on Project Site</b></p>	<ul style="list-style-type: none"> <li>• Shall function as intended, without undue noise and vibration.</li> <li>• All pipe work and fittings shall be fastened securely to their intended points of anchorage with properly engineered seismic bracing in accordance with applicable code.</li> <li>• There shall be no leakage from sanitary and drainage systems and it shall be substantially free from odor.</li> </ul>
<p><b>Fire Management Systems</b></p>	<p>Fire extinguishers and other firefighting equipment shall be maintained in accordance with all relevant codes and standards.</p>
<p><b>Communications Systems</b></p>	<ul style="list-style-type: none"> <li>• The communications systems shall be maintained in accordance with all relevant codes and standards.</li> <li>• Fully operational within manufacturers' recommendations and shall function as intended.</li> </ul>
<p><b>Electrical Systems</b></p>	<ul style="list-style-type: none"> <li>• Weatherproof where appropriate.</li> <li>• Function as intended without undue noise or vibration; wiring, fittings, fixtures, controls and safety devices shall be properly housed and fastened securely to their intended point of anchorage and labelled.</li> <li>• All equipment and wiring systems properly supported and anchored to resist gravity and seismic forces in accordance with applicable building codes.</li> <li>• Lightning conductor should be complete, isolated and comply with applicable Codes and Standards. Risk assessments to be conducted in compliance with applicable Codes and Standards All cabling secure and intact.</li> </ul>
<p><b>Photovoltaic Systems</b></p>	<ul style="list-style-type: none"> <li>• Washing and cleaning photovoltaic panels 2 times per year;</li> <li>• Inspecting rack mounting equipment and testing of electrical connections once per year;</li> <li>• Fully operational within manufacturers' recommendations and shall function as intended; and</li> <li>• Replace panels 1 time during the Term concurrent with a scheduled roof replacement in accordance with the Master Maintenance Plan, or as otherwise agreed between the City and Project Company.</li> </ul>

**Table 3: Heating Ventilation and Air Conditioning Service Standards  
for the City Hall Building and Library**

<b>SERVICE STANDARDS</b>	
<b>HEATING, VENTILATION &amp; AIR CONDITIONING</b>	
<b>Element</b>	<b>Standard</b>
<b>General</b>	<ul style="list-style-type: none"> <li>• All HVAC equipment to be maintained as per manufacturers' instructions.</li> <li>• All ventilation systems shall function as intended without undue noise or vibration.</li> <li>• Air changes and ventilation levels as required, fully in accordance with the D&amp;C Standards.</li> <li>• All ductwork, fittings and pipe work shall be securely fastened to their intended points of anchorage with properly engineered seismic bracing in accordance with applicable code.</li> <li>• There shall be no persistent or unreasonable leakages of water (or other heating/cooling medium) or air from ventilation systems.</li> <li>• Ensure authorized access to mechanical spaces by approved personnel only.</li> <li>• Free from corrosion, erosion and organic growth.</li> </ul>
<b>Temperature Control</b>	<ul style="list-style-type: none"> <li>• HVAC systems shall be maintained within temperature set point range as set out in the D&amp;C Standards. Set point is adjustable either locally through adjustable room space temperature sensor or remotely through BAS.</li> <li>• Temperature is to be maintained within the set point tolerances for the individual space applications in accordance with the D&amp;C Standards.</li> <li>• Monitor compliance through continuous log of central systems.</li> <li>• Monitor compliance through trend logs for selected representative rooms equipped with space temperature sensors.</li> <li>• Selection of representative rooms to be logged is to be changed every reporting period and to be on continuous rollover assignment.</li> </ul>
<b>Total Air Changes</b>	Maintained to design parameters in accordance with the D&C Standards.
<b>Outside Air Changes</b>	Maintained to design parameters in accordance with the D&C Standards.
<b>Filtration</b>	<ul style="list-style-type: none"> <li>• Replace filters at the recommended pressure drop for the filter type and application.</li> <li>• Replacement filters of same type and efficiency as prescribed in the D&amp;C Standards.</li> </ul>

**Table 4: Acoustics and Vibration Service Standards for the City Hall Building and Library**

<b>SERVICE STANDARDS</b>	
<b>ACOUSTICS AND VIBRATION</b>	
<b>Element</b>	<b>Standard</b>
<b>General</b>	Maintain acoustic parameters set forth in the D&C Standards

**Table 5: Service Standards for Lincoln Park and Civic Plaza**

<b>SERVICE STANDARDS</b>	
<b>LINCOLN PARK AND CIVIC PLAZA</b>	
<b>Element</b>	<b>Standard</b>
<b>Project Site Circulation Routes</b>	<ul style="list-style-type: none"> <li>• Sound, safe, and even surface with no potholes or sinking.</li> <li>• Curbs and edgings are sound.</li> <li>• No loose curbs or paving stones.</li> <li>• Road markings, signage and parking stripes are clear and complete.</li> <li>• Substantially free from graffiti and/or vandalism.</li> <li>• Maintain adequate emergency vehicle access.</li> </ul>
<b>External Lighting, Furniture, and Structures</b>	<ul style="list-style-type: none"> <li>• Safe, secure, and substantially free from damage.</li> <li>• Clean and substantially free from graffiti and/or vandalism.</li> <li>• All external lighting shall operate without flickering and function per the D&amp;C Standards</li> </ul>
<b>Public Restrooms and other Facilities</b>	<ul style="list-style-type: none"> <li>• Maintain Plumbing Equipment in working order</li> <li>• Substantially free from graffiti.</li> </ul>
<b>Boundaries</b>	<ul style="list-style-type: none"> <li>• Safe and secure.</li> <li>• Access control measures (including locks) are operational and functioning as intended.</li> <li>• Substantially free from graffiti and/or vandalism.</li> <li>• Maintenance activities shall not impact adjacent property and vehicles.</li> </ul>

**Exhibit B: Key Performance Indicators**

Table 1: Key Performance Indicators for City FM Requirements

<b>KPI #</b>	<b>KPI</b>	<b>Frequency</b>	<b>How to Measure</b>	<b>Metric</b>
1	Service Work Order (SWO): Response Time	Monthly	Emergency/ Urgent: # of SWO's not responded to in time.	LL: 2
			Other: Total number of SWO's that are within acceptable response timeframes divided by total work order closed X 100%.	LL: 94%
2	SWO: Completion Time	Monthly	Total number of SWO's completed on time divided by the total number of SWO's X 100%.	LL: 94%
3	Preventive Maintenance (PM)	Monthly	Total number of Preventative Maintenance SWO's scheduled for the current month divided by the total number of open Preventative Maintenance SWO's X 100%.	LL: 90%
4	Elevator Operations	Quarterly	Average performance for each set of elevators serving a zone or space all measured against D&C Standards.	LL: 90%

KPI #	KPI	Frequency	How to Measure	Metric
5	Job Satisfaction: Survey conducted by the Project Company with SWO requester.	Min. 10% of all work performed (except PM's)	Questionnaire asking customers about the work management program and contractual services. Use 5 – point “Likert” scales where 1 is bad service and 5 is outstanding service. Use approximately 1-3 questions.	LL: average of questions = 2
6	Customer Satisfaction: Survey conducted by the Project Company with key City personnel	Semi-Annual	Questionnaire asking customers about the work management program and contractual services. Use 5 – point “Likert” scales where 1 is bad service and 5 is outstanding service. Use approximately 20- 25 questions.	LL: average of questions = 2 Minimum of 10 surveys
7	FM Documentation	Quarterly	Project Company compliance with contract reporting requirements for FM Services plans, reports, and other documentation.	LL: 94%

KPI #	KPI	Frequency	How to Measure	Metric
8	Unscheduled General Site Inspection	Random, but no more than 6 times annually	Inspection by City of all aspects of Project Agreement using an agreed upon inspection checklist. To review compliance with standards and contractual components. Use 5 – point “Likert” scales where 1 is bad service and 5 is outstanding service.	LL: Inspection Criteria = 2
9	Scheduled General Site Inspection	Monthly	Joint Inspection by City and Project Company of all FM services using an agreed upon inspection checklist. To review compliance with standards and contractual components. Use 5- point “Likert” scales where 1 is bad service and 5 is outstanding service.	LL: Inspection Criteria = 2
10	Employee Qualification and Screening	Annually	Employees shall be properly trained and certified for assigned roles and responsibilities according to the approved security management and staffing plan. All staff have passed required background checks.	LL: 99%
11	Environmental Health & Safety reporting including: HAZWASTE Regulatory Compliance, Permit Compliance, Waste Diversion and Hazardous Waste Report, and Refrigerant Management Compliance Reports	Quarterly	Submission of report on all aspects of Environmental Health and Safety reports.	LL: 99%



KPI #	KPI	Frequency	How to Measure	Metric
12	System Availability	Quarterly	Availability of necessary utilities, building systems and components during Service Hours. Total hours that system is available divided by total available hours X 100%.	LL: 98%
13	Asset Management	Annually	Compliance will be based on a review of the annual audit report and City inspections	LL: 99%
14	Lighting Levels	Random, but no more than 6 times annually or based on customer complaint	Lighting inspections shall occur based on City random inspections throughout the year. Complaint based monitoring will occur in conjunction with joint light metering between the City and the Project Company	LL: 99%
15	LEED-EB O&M Certification	In accordance with Section 3.2 of this Appendix 8	In accordance with Section 3.2 of Appendix 8.	LL: 99%
16	Space temperature management	Quarterly	Space temperature will be reviewed based on Space Temperature Trending Report as generated by the BMS in accordance with the D&C Standards.	LL: 79%
17	Facility Condition Assessment	Every 5 Years	Management of Facility to meet or exceed the required Facility Condition Index.	FCI $\leq$ 0.20

KPI #	KPI	Frequency	How to Measure	Metric
18	Security Operations Center Staffing	Monthly	Security Operations Center Staffed according to Security Management and Staffing Plan.	LL: 99%
19	Patrols	Monthly	Patrols conducted according to approved schedule agreed to as part of the Approved FM Reports.	LL: 94%
20	Escorting	Monthly	Report on escorts provided and including wait times for escort.	LL: 99%
21	Quality Control Inspection	Quarterly	Detailed inspection of compliance with the Continuous Quality Assurance Plan.	LL: 94%

### Exhibit C: FM Reporting Requirements

Table 1: City FM Reporting Requirements

Report #	Name of Report	Description	Frequency
1	Service Request (Work Order) Summary Report	The report shall include: demand service requests performed, response time metrics, completion metrics, completed PM activities, and any deferred PM activities with associated justification.	Monthly, Annually
2	Quality Inspection Report	Report detailing the facilities maintenance and operations inspection (landscaping, janitorial, electronic security systems, building equipment quality) positive and negative findings, quality improvement activities, including details and explanations for service interruptions, emergency services and other non-standard service issues.	Monthly, Annually
3	Utility Analysis Report	Utility usage trend analysis and benchmark report. After the Energy guarantee terminates at the end of the third Energy Year, provide an annual energy usage analysis of the City workspace loads (plug and lighting) and the City's Targeted Energy Consumption loads for trending and benchmarking purposes.	Monthly, Annually
4	Elevator Performance Report	Detailing the performance and reliability of all elevators within the building as determined by the elevator controls system provided with the elevators.	Quarterly, Annually
5	System and Utility Availability Report	Report showing disruptions to due to O&M activities. Report will show all system outages, approved outages, system failures, unapproved outages, and overall system availability metrics.	Quarterly, Annually
6	Customer Satisfaction Report	Report showing customer satisfaction combining surveys by the Project Company and City.	Quarterly, Annually
7	Waste Diversion & Hazardous Waste Report	Report detailing solid waste activities to include: solid waste removed, recycle volumes per type, trending data showing each activity, volumes, and trends. Report to include waste that is governed by legislated requirements, such as fluorescent lamps, batteries, and kitchen grease. Record to show volumes, dates, and companies used for recycling activities. Company information shall include permits or licenses related to services rendered.	Quarterly, Annually
8	Space Temperature Trending Report	Report shall show space trending data for all dates during the quarter.	Quarterly, Annually
9	Customer Service and Support Plan	Plan shall include customer interface protocols, work order process and resolution, scheduling and dispatch, service coordination, emergency response and communication protocols.	Annually

10	Master Facility Disaster Response and Business Continuity Plan	This plan will address major accident and disaster response management, continuity of essential services during emergencies, and building evacuation plans.	Annually
11	EH&S Plan	Project Company shall provide a plan to establish measures to be taken to comply with Federal, State, and Local ordinances on environmental, health, and safety issues, including California OSHA requirements. Includes Material Safety Data Sheet (MSDS) reporting detailing all proposed chemical for use within the janitorial, landscaping, and pest control functions. Chemicals must be approved by the City prior to use. In addition, environmental health and safety plans shall include permit compliance reporting and the site refrigerant management plan.	Annually
12	Waste Analysis & Hazardous Waste Management Plan	Project Company shall provide a plan for handling hazardous waste, conforming to applicable Federal, State, and Local ordinances. Plan shall also specify the process to identify, sample, analyze and report on handling of waste streams.	Annually
13	Water Management and Conservation Plan	Plan shall address Project Company's approach to water management and conservation in accordance with Local, State, and Federal requirements.	Annually
14	Operating Procedures Plan	Plan that is in compliance with City requirements.	Annually
15	Whole Building Energy Model	Model will show projected utility usage individually for City work space and common areas for the first three Energy Years.	Annually
16	Master Maintenance and Life Cycle Plan	Project Company shall develop a program designed to manage Demand, Planned and lifecycle maintenance factors. Initial plan shall be a program for planned and lifecycle maintenance. Plan shall also address major systems and their current replacement schedule based on FCI and life expectancy factors as per building design parameters. Plan to include the roofing system throughout its life cycle	Annually
17	Annual Operations and Maintenance Report	Report shall include planned O&M versus actual O&M costs, planned capital projects, actual capital projects, explanation for variance between these two components, next 12 month planned maintenance activities, 5-year projected capital renewal projects and associated justifications, FCI performance updates, and lifecycle repair and replacement schedule for major equipment.	Annually

18	Special Event Plan	Plan for providing special event support	Annually
19	Security Management and Staffing Plan	Report should include comprehensive information pertaining to security resource planning and response procedures. Plan coordinated with forecasted Civic Center use to appropriately staff exterior and common areas.	Annually
20	Continuous Quality Assurance Plan	Requirements as specified in Section 1.4 of Appendix 8	Quarterly
21	Emergency Action Report	Report generated within 24 hours of an Emergency Response. Report shall include: description of emergency, name of responding technician; date and time of emergency, impact to City; remediation activities, current status, plan for final resolution, future activities to mitigate future reoccurrences.	As Needed/Per Occurrence
22	Incident Report	Report generated based on a security incident or that resulting in property, vehicular, or other damage, including vehicle, customer, and required remediation/repair plans.	As Needed/Per Occurrence

## EXHIBIT B

### APPENDIX 8 – REDLINE

#### APPENDIX 8

#### FM STANDARDS

##### 1.0 DEFINITIONS

In this Appendix, in addition to the definitions set out in this Project Agreement:

“Approved FM Plans” means FM Plans described in Exhibit C that have been reviewed and approved by the City. Initial plans will be provided 8 months prior to facility Substantial Completion for review and comment from the City. The Project Company and the City will agree upon a schedule for review and approval at delivery of the initial plans ensuring the plans are approved upon Substantial Completion.

“Best Management Practice” has the meaning specified in Section 1.1 of this Project Agreement.

“BMS” has the meaning specified in Section 2.7 of this Appendix 8. “CAFM” has the meaning specified in Section 2.7 of this Appendix 8.

“Central Utility Plant & Utility Yard” has the meaning specified in Section 1.1 of this Project Agreement

“City Facilities” has the meaning specified in Section 1.1 of this Project Agreement.

“City FM Requirements” are the portion of the FM Requirements that pertain to the City Facilities, Shared Facilities, and Shared Rooms.

“City Hall Building” has the meaning specified in Section 1.1 of this Project Agreement.

“Civic Plaza” has the meaning specified in Section 1.1 of this Project Agreement.

“Completion Period” has the meaning specified in Appendix 10 of this Project Agreement.

“Continuous Quality Assurance Plan” has the meaning specified in Section 5.1 of this Appendix 8.

“Facility Condition Index (FCI)” means an industry-standard metric that objectively measures the current condition of a facility, allowing comparison both within and among institutions. To determine FCI for any given set of assets, the total cost of remedying deferred maintenance requirements is divided by the current replacement value.

“FM Reports” has the meaning specified in Section 2.4.1 of this Appendix 8.

“FM Requirements” has the meaning specified in Section 1.1 of this Project Agreement.

“FM Services” has the meaning specified in Section 1.1 of this Project Agreement.

“Governmental Body” has the meaning specified in Section 1.1 of this Project Agreement.

“Key Performance Indicator (KPI)” means a description of the level of performance that Project Company must achieve to attain compliance with the allotted output specification, as outlined in Exhibit B to this Appendix 8.

“LEED O&M” means the LEED-EB Certification.

“Library” has the meaning specified in Section 1.1 of this Project Agreement.

“Library Loading Dock” means the loading dock to the Library.

“Lincoln Park” has the meaning specified in Section 1.1 of this Project Agreement.

“Loading Docks and Ramps” has the meaning specified in Section 1.1 of this Project Agreement.

“Master Maintenance Plan” has the meaning specified in Section 1.1 of this Project Agreement.

“Minor Repair” means work that is valued at less than \$500 per SWO including labor and materials.

“New Parking Facility” has the meaning specified in Section 1.1 of this Project Agreement.

“Occupancy Date” has the meaning specified in Section 1.1 of this Project Agreement.

“Operating Hours” has the meaning specified in Section 2.3 of this Appendix 8.

“Operating Period” has the meaning specified in specified in Section 1.1 of this Project Agreement.

“PM” has the meaning specified in Section 3.2 of this Appendix 8.

“Port” has the meaning specified in Section 1.1 of this Project Agreement.

“Project Agreement” has the meaning specified in Section 1.1 of this Project Agreement.

“Project Company” has the meaning specified in Section 1.1 of this Project Agreement.

“Project Site” has the meaning specified in Section 1.1 of this Project Agreement.

“Real Property” or “RP” means land, buildings, structures, utility systems, and improvements and appurtenances thereto permanently annexed to land within the Project Site. Also includes collateral equipment (i.e., building-type equipment, built-in equipment and fixed equipment).

“Real Property Installed Equipment” or “RPIE” means items of equipment that are affixed, specifically and uniquely designed for or built into the project as an integral part of the project. Equipment that is an integral part of the project, which if removed would destroy or reduce the usefulness of the project, heating, cooling, and electrical system and included in the cost of construction.

“Regularly Scheduled Events” means official events scheduled by the City clerk or the executive assistant to the Board of Harbor Commissioners, including without limitation City Council meetings and meetings of the Board of Harbor Commissioners.

“Response Time” means the time between when the SWO is placed and Project Company personnel are either at the location of the SWO actively working or reporting to the requested party in order to gain additional information and provide scheduling information relevant to the SWO.

“Service Fee” has the meaning specified in Section 1.1 of this Project Agreement.

“Service Hours” has the meaning specified in Section 2.3 of this Appendix 8.

“Service Standards” means the performance standards ascribed to the FM Services as outlined in Exhibit A to this Appendix 8.

“Service Work Order” or “SWO” means a City, building occupant, or Project Company generated work document within the CAFM. Classifications of Service Work Orders are as specified in the FM Standards.

“Shared Facilities” has the meaning specified in Section 1.1 of this Project Agreement.

“Shared Rooms” has the meaning specified in Section 1.1 of this Project Agreement.

“Vandalism” has the meaning specified in Section 1.1 of this Project Agreement.

## **2.0 PROJECT COMPANY RESPONSIBILITIES**

### **2.1 GENERAL RESPONSIBILITIES**

The Project Company shall operate, maintain, repair, replace and manage the City Facilities, Shared Facilities, and Shared Rooms on a 24-hour per day, 7-day per week basis during the Operating Period in accordance with the City FM Requirements. The Project Company shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as defined herein and maintain a level of operations consistent with the Service Standards and Best Management Practice. The Project Company shall provide guidance and coordination with the City to ensure effective and economical operation of all activities described herein. Work shall include: management services, dispatching, real property maintenance, operations, repairs, major capital improvements, life cycle renewals; engineering services, environmental services, planning, programming, minor design and remodel services; and emergency services.

### **2.2 OUTLINE OF RESPONSIBILITIES**

The Project Company’s responsibilities include the following and as further defined in this Appendix:

- Facilities maintenance and repair
- Building facilities maintenance and operations
- Infrastructure management
- Janitorial services
- Grounds maintenance
- Parking services



- Pest control
- Solid waste management
- Security services
- Continuous Quality Assurance.

### 2.3 OPERATING HOURS AND SERVICE HOURS

The Project Company shall ensure the City Facilities, the Shared Facilities and the Shared Rooms are fully operational within the following hours of operation (the “Operating Hours”):

- City Hall Building: from 7:00 a.m. to 6:00 p.m. (0700-1800) Monday through Friday, and Regularly Scheduled Events, except public holidays officially observed by the City.
- Library: from 12:00 p.m. to 8:00 p.m. (1200-2000), Tuesday, 12:00 p.m. to 6:00 p.m. (1200-1800), Wednesday, 12:00 pm to 7:00 pm (1200-1900) Thursday, and 10:00 a.m. to 5:00 p.m. (1000-1700) Saturday.
- Lincoln Park (including restrooms) and Civic Plaza: dawn to dusk with the following exceptions:
  - Special Events; and
  - Lighting is required 24 hours a day, 7 days a week.

Where part of Project Company FM Requirements, the Project Company shall make the respective facilities available for use by City and Port employees and shall include hours in which the facilities may not be necessarily open to the public (the “Service Hours”). The Service Hours shall be as outlined below:

- City Hall Building: from 7:00 a.m. to 6:00 p.m. (0700-1800) Monday through Friday, and Regularly Scheduled Events, except public holidays officially observed by the City; Saturdays from 8:00 a.m. to 12:00 p.m.
- Library: from 7:00 a.m. to 5:30 p.m. (0700-1730) Monday through Friday, except public holidays officially observed by the City, with the following additional times:
  - Tuesdays, until 8:30 p.m. (2030)
  - Wednesdays, until 6:30 p.m. (1830)
  - Thursdays, until 7:30 p.m. (1930)
  - Saturdays, from 8:00 a.m. to 5:30 p.m. (0800-1730)
- Lincoln Park (including restrooms) and Civic Plaza Hours: dawn to dusk with the following exceptions
  - Special Events
  - Lighting is required 24 hours a day, 7 days a week

Further, the City Hall Building and the Library shall be available on a 24-hour per day, 7-day per week basis to City staff working outside Service Hours, except to the extent of necessary maintenance or repairs scheduled to minimize interference with City operations.

## 2.4 CUSTOMER SERVICE AND SUPPORT

The Project Company shall develop a detailed plan to address customer service and work support management; incorporating the approach to customer interface procedures and protocols, work reception, scheduling, and dispatch for all maintenance requirements.

### 2.4.1 FM Reporting

The Project Company shall be responsible for periodic FM Reporting Requirements (the “FM Reports”) as set out in Exhibit C. The format of the FM Reports will be subject to approval by the City prior to the Occupancy Date. The format of such reports will be amended and changed during the Term as agreed by the Project Company and the City, both acting reasonably. The Project Company will develop, maintain, and submit all required plans, reports, and project documents in accordance with Exhibit C.

### 2.4.2 Response Time

The Project Company shall respond to and complete all Service Work Orders (SWOs) within the times indicated in Table 2 below based on the following prioritization scheme:

- **Priority 1 – Emergency**, immediate response required – Situations requiring immediate action to return the City Facilities, Shared Facilities, and Shared Rooms to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to the public and/or City employees.
- **Priority 2 – Urgent**, necessary but not yet critical – Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards.
- **Priority 3 – Routine** – Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further. Items representing a practical improvement to existing conditions. These items are not required for the most basic functions of the City Facilities, Shared Facilities, and Shared Rooms, but will improve the overall usability, accessibility, and/or reduce long term maintenance.

Failure to meet the Key Performance Indicators (KPIs) outlined in Exhibit B hereto for SWO Response Time and Completion Period will result in performance deductions to the Service Fee as set forth in Appendix 10.

**Table 2: Service Work Order Response and Completion Periods**

Severity	Emergency	Urgent	Routine
Priority	1	2	3
During Operating Hours			
Response Time	10 minutes	2 hours	24 hours
Completion Period	2 hours	8 hours	5 Business Days

Outside Operating Hours			
Response Time	1 hour	Within 2 hours of start of next period of Operating Hours	Next Business Day
Completion Period	2 hours	End of next Business Day	5 Business Days

**2.5 HUMAN RESOURCES**

The Project Company shall:

- Adhere to prevailing wage requirements as defined by the California Labor Code;
- Provide qualified personnel to perform all of the City FM Requirements during the Operating Period; and
- Ensure that employees have all required professional certifications, current, valid, and on file, before starting work.

**2.6 MATERIAL, EQUIPMENT, AND SUBCONTRACT PURCHASES**

The Project Company shall:

- Purchase and manage all materials, equipment, and subcontracts to be used in the performance of these requirements.
- Maintain and manage sufficient materials and equipment readily available to support work requirements.

**2.7 COMPUTER-AIDED FACILITIES MANAGEMENT SYSTEM**

The Project Company shall utilize a Computer-aided Facility Management system (“CAFM”) to manage the City Facilities, Shared Facilities, and Shared Rooms. The City shall have access to the CAFM for auditing purposes and submission of SWO’s into the CAFM. The CAFM, including hardware and software, should allow for the following facilities management functions:

- Long-range and annual facility planning.
- Facility financial forecasting.
- Receiving, tracking, and recording SWOs.
- Work specifications, installation and space management.
- Architectural and engineering planning and design.
- New construction and/or renovation.
- Maintenance and operations management and reporting.

- Telecommunications integration, security and general administrative services.
- Sustainability monitoring, reporting, and forecasting.
- Subcontracts, suppliers, and personnel management.
- Customer satisfaction auditing.
- Document management.
- Interface with BMS (as defined below).

The Project Company shall incorporate a building management system (“BMS”) to monitor and, when applicable, automate and control building systems such as:

- Lighting control.
- Heating, Ventilation and Air-conditioning (HVAC).
- Security monitoring.
- Access control.
- Fire/life safety alarm monitoring.
- Vertical transportation alarm monitoring.

The Project Company shall provide the necessary resources to support data mining and developing reports as required. The Project Company will also perform overall trending analysis to support the City and in determining long-term planning for equipment reliability, fault-cause analysis and benchmarking measurements.

### **3.0 FACILITY MANAGEMENT OPERATIONAL FUNCTIONS**

#### **3.1 FACILITY MAINTENANCE AND REPAIR (FM&R) REQUIREMENTS**

The Project Company shall:

- Maintain the systems of the City Facilities, Shared Facilities, and Shared Rooms to minimize breakdowns and maximize habitability during Service Hours. All systems shall be available during Service Hours of a given facility unless specifically authorized by the City or designated representative. Security, fire suppression, protection, and detection systems shall be fully operational twenty-four hours a day, seven days a week. Any unscheduled corrective maintenance shall be considered a breakdown. Should a breakdown result in the inability of the City to access office and/or common space, the breakdown shall trigger performance penalties as outlined in Appendix 10 of this Project Agreement;
- Report on the performance and availability of building systems as required as determined by the BMS and other building systems as applicable;

- Submit a complete Operation Procedures Plan (as described in Exhibit C) that will support operations & maintenance issues, to include planning, budgeting, executing, equipping, and training, ensuring the most effective and efficient delivery of services;
- Maintain the City Facilities, Shared Facilities, and Shared Rooms in accordance with the Approved FM Plans, Service Standards and Best Management Practice;
- Ensure that all equipment and technologies are replaced or upgraded before they become obsolete; and
- Maintain a Facility Condition Index (FCI) score of 0.20 (i.e. 80%) or better for the following:
  - City Hall Building, Shared Facilities, Shared Rooms and Port FM Facilities as a combined unit; and
  - Library and Lincoln Park as a combined unit

The following table outlines the FM&R functions (except with respect to Lincoln Park and the Library grounds, which are set forth in Section 2.1 of this Appendix 8):

**Table 2: FM&R Functions**

#	Service	Notes
1	Building Management Services	Implementing and maintaining the BMS.
2	Routine and Emergency Maintenance Operations	Corrective and planned maintenance on infrastructure of the City Facilities, Shared Facilities, and Shared Rooms including routine and emergency response requirements. Work encompasses all typical trades and services customary to facilities management operations and maintenance including plumbing, structural, HVAC, electrical, and fire life safety system repair and maintenance.
3	Utilities Management	Ensuring availability of utility services to the City Facilities, Shared Facilities, and Shared Rooms including electrical, water, gas, and oil or other utility service as appropriate.
4	Heating, Cooling, Ventilation & Power Plant Services	Ensuring the availability and operation of plant services to the City Facilities, Shared Facilities, and Shared Rooms.
5	Roads & Grounds Maintenance	Including landscape, hardscape and maintenance of all external areas of the City Facilities and Shared Facilities.
6	Exterior Janitorial	Provision of cleaning services to the exterior of the City Facilities, Shared Facilities and Shared Rooms, for example graffiti removal, exterior window cleaning; waterproofing maintenance.

#	Service	Notes
7	Interior Janitorial	Provision of general cleaning services to the interior of the City Facilities, Shared Facilities, and Shared Rooms with specialist cleaning in specified areas.
8	Telecommunications and IT	Provision and on-going support for utility connections and the structured cable infrastructure installed, terminated & tested (which includes fiber optic cables, copper cables, raceways, back boxes, all outlets (wall, floor, other), distribution rooms, racks and terminations) for local or wide-area network, building automation, telephone, security and CATV systems.
9	Fire Alarm and Life Safety Systems	Provision of on-going operations, testing, maintenance, certification, and support to fire alarm and mechanical control/release systems, emergency public communications; smoke control and removal systems.
10	Vertical Transportation Systems	Provision of management of elevator service contracts as well as on-going asset upgrades to maintain operational serviceability over the Operating Period.
11	Roofing Systems	Provision for on-going roofing maintenance and management, including renewal of roofing systems and associated components.
12	Environmental Health and Safety	Develop, implement and keep up-to-date a comprehensive program to address work place safety, training including waste management, pest management, indoor air quality, and mold management. Ensuring that buildings meet internal and external environmental and safety standards including all appropriate laws and codes.
13	Lifecycle Renewal	Ensure on-going operational serviceability of the City Facilities, Shared Facilities and Shared Rooms, equipment and systems through comprehensive replacement and renewal over time. Renewal components shall be replaced in form, substance and quality that meet or exceed the D&C Standards.
14	Parking Lot/ Structure	Provision, operation and maintenance of parking lot(s) or structure(s) for users, including parking and site traffic management services as outlined in Table 4 of this Appendix.
15	Shipping/Receiving Resource Trash & Recycling Management	Provision, operation, and maintenance of receiving and shipping dock(s) including the management of a proactive recycling program address all relevant waste streams and to maintain compliance with LEED and other Governmental Body regulatory programs.
16	Asset Management	Provision of services including inventory control for RP and RPIE, as well as items needed for O&M of the City Facilities, Shared Facilities, and Shared Rooms.
17	Security Electronics	Provision of and maintenance for: security communication and surveillance systems, intercoms, public address antennas & repeaters, within and around the City Facilities, Shared Facilities, and Shared Rooms.

#	Service	Notes
18	Access Control Systems	Provision of and on-going operations and maintenance for access control systems.
19	Special Events	Provision for support services associated with special events and events that typically occur outside of normal City operations but in support of the public and mission of the City; such events may include: film production, media events, and special conferences.
20	Maintenance Engineering Services	Provision of civil, electrical, mechanical, life, fire and safety engineering services for ongoing operations, facility modification, CADD operations, and other relevant special project work. Services include master facility maintenance and repair planning/scheduling, as well as capital improvement project development and management.
21	Photovoltaic Panels	Provision and maintenance of photovoltaic panels and inverters including washing panels and providing lifecycle replacements per the Master Maintenance Plan.
22	Vandalism and Graffiti Control	Proactive management of Vandalism when found on site. Proactive management and removal of graffiti based on performance standards. For further clarity, the Project Company shall be responsible for maintenance, repair or replacement due to Vandalism up to the threshold set forth in Section 9.5 of this Project Agreement.
23	Energy Management	Proactively work to identify energy conservation strategies and best practices, and in collaboration with the City develop implementation plans and approaches as mutually agreed.

**Table 2.1: FM&R of Lincoln Park and Library Grounds**

<b>Park Scope matrix</b>	Park	Library grounds
<b>C= City, PC= Project Company</b>		
<b>O&amp;M</b>		
Plant and turf maintenance	C	C
Cleaning Park	C	C
Cleaning Consumables	C	C
Rest room doors, locks, fixtures	PC	PC
Irrigation system maintenance and ops	C	C
Open and Close restroom	C	NA
Park Pest Control	C	C
Park rest room cleaning and operations (including consumables)	C	NA
Hardscape and pavement maintenance	C	C
Benches, Bike racks, Trellis and other fixtures	C	C
Basic security patrol	PC	PC
Plumbing and sewer maintenance	PC	PC
Electrical Maintenance	PC	PC

Lighting Maintenance, lamps, sensors	PC	PC
Dog Park and fencing, consumables	C	C
Play ground equipment and surface	C	C
Elevator Maintenance, inspections and permit	PC	PC
Elevator structure/enclosure	PC	PC
Pre/Post event inspections (Project Company will assist with major events using electrical services)	C	C
Vandalism	PC	PC
Elevator structure/enclosure	PC	PC
Daily Safety inspections	C	C
<b>Life Cycle</b>		
Plant, Tree, Surfaces and Turf Life Cycle	C	C
Rest room Life Cycle	PC	NA
Electrical, lighting and lamps life cycle	PC	PC
Plumbing and sewer	PC	PC
Benches, Bike racks, Trellis and other fixtures	C	C
Dog Park and fencing,	C	NA
Play ground equipment and surface	C	NA
Pavements on Library terrace, steps etc.	C	C
Elevator and Elevator enclosures	PC	PC
Fixtures, Plantings and Seating on Library terrace	C	C
Waterproofing systems over Lincoln Garage	PC	PC

### 3.2 FACILITIES MAINTENANCE AND OPERATIONS

The preventative maintenance (“PM”) program shall be executed as scheduled with documentation maintained accurately and up to date at all times. The Project Company shall update the PM program as necessary to reflect any changes in equipment inventory. Specifically, the Project Company shall:

- Utilize the CAFM to schedule and maintain the equipment history on all RPIE and systems;
- Provide effective contingency and disaster response for major incidents and natural disasters. An emergency response manager must be available twenty-four hours a day, seven days a week (a management individual will be on call during non-business hours);
- Continue to provide essential City Facilities infrastructure operations, maintenance and repair, and customer service during a crisis or emergency. Provide service twenty-four hours a day until the crisis is over, as directed;
- Contract for and provide utility services. The Project Company shall provide detailed data on energy consumption. The Project Company shall develop and submit a Whole Building Energy Model (as described in Exhibit C);



- Submit Utility Analysis Reports (as described in Exhibit C), which review water, gas, electric, and sewer bills and provide usage data, trend analysis and benchmark reports;
- Obtain LEED O&M Gold or better certification for the City Hall Building and the Library within three years of the Occupancy Date of the City Hall Building.
- Be able to provide physical inventories and asset management of RP, and RPIE;
- Submit maintenance status reports, which shall include corrective maintenance performed, response time metrics, completion metrics, completed PM, and deferred PM with associated justification, PM plans and schedules for the next 30 day period;
- Submit quality inspection reports, which shall detail the facilities maintenance and operations inspection by the Project Company, positive and negative findings, quality improvement activities, including details and explanations for service interruptions, emergency services and other non-standard service issues;
- Manage refrigerants to reduce use and emissions of hydrochlorofluorocarbons (HCFC) and other refrigerants as required by law. The Project Company shall maintain a refrigerant management plan and will comply with any Governmental Body regulatory reporting requirements;
- Maintain electrical systems at levels recommended by manufacturers but not less than recommended by National Fire Protection Agency (NFPA) guidelines;
- Maintain fire suppression, protection and detection systems to comply with parameters defined in the original design and through commissioning. Inspection, testing, certification, and maintenance of installed fire suppression and detection systems shall be conducted by personnel trained/qualified in the maintenance and repair of the fire protection system or subsystem;
- Have fire suppression, protection, detection and safety systems tested and certified in accordance with local jurisdictions requirements and NFPA;
- Develop a Roof Management Plan (RMP), including the type of roof material, condition, and outline short and long term maintenance and replacement needs;
- Work with the City security representative to ensure security systems and supporting security requirements are properly maintained;
- Maintain door hardware and locksmith services to maintain locks and panic hardware; City will be responsible for cash vaults;
- Ensure that keys/key cards issued to the Project Company by the City are not lost or misplaced and are not used by unauthorized persons;
- Support special events approved by the City's Special Events department, including activities such as erecting and maintaining signs, barricades and lights, and do other such services as may be reasonably necessary. The Project Company shall invoice and be reimbursed for its costs (with no mark-ups) associated with special event functions approved by the City's Special Events department; and

- Perform services to ensure support for Very Important Person (VIP) visits and special/media events as requested by the City.

The City will manage all shipping, receiving, and mail reception functions for the City Facilities.

### 3.3 INFRASTRUCTURE MANAGEMENT

The Project Company shall operate and maintain the infrastructure in the City Facilities, Shared Facilities, and Shared Rooms in a state and condition so as to provide continuous service and support during Service Hours consistent with applicable Federal, State, and Local ordinances. Infrastructure elements include the following:

- Storm water systems: risers, inlets, catch basins, sump pumps, surge tank, perforated sub-drains, oil/water separators, and piping.
- Pavements: all roads, streets, service drives, driveways, parking garages (as outlined in Table 4), curbs, gutters, sidewalks, plazas, pedestrian paths and walkways, bikeways, jogging paths, and equipment pads in the Project Site, but for clarity shall not include pavements in public rights-of-way.
- Fencing/Gates: wood, wire, masonry, metal, including control hardware, and electronics.
- Generators: diesel generators, gas generators, automatic transfer switches or panels, uninterruptible power systems and all associated mechanical/electrical systems.
- Signage: building and office signs, crowd control, hazard and safety, visitor directions and marquees.
- Recreational areas: outdoor break areas, public benches, and exterior project maintained areas.
- Water distribution systems: distribution mains, arterial mains, water treatment equipment, water storage tanks, all associated controls, water lines, valves, spigots, faucets, sprinklers, underground and above-ground irrigation systems, non-potable/reuse systems, underground and above ground fire suppression systems, and meters.
- Sanitary sewer system: sanitary sewer lines, lift stations, main connections, underground wastewater delivery systems (including manholes), septic tank systems, oil/water separators, and grease traps.
- Natural and compressed gas systems: piping, valves, regulators, and meters.
- Electrical distribution system: overhead and underground electrical distribution systems, substations, switching stations, electrical vaults, exterior lights, current and potential instrument transformers, fuses, meters, recorders, relays, contactors, magnetic starters, buss ducts, cables, grounding systems, lightning protection systems, ground fault systems, and feeders, and seasonal decorative lighting.

- Power and Lighting: power and lighting distribution systems including circuit breakers, switches, panels, receptacles, lighting fixtures, dimmers, contactors, motors, built-in appliances, emergency lighting systems, static grounding systems, obstruction lighting, re-lamping, fusing, conduits, and conductors.
- Hot water and chilled water physical plants: hot water generators, chillers, pumps, fans, make-up systems, emission controls, expansion tanks, fuel storage, instrumentation, waste heat recovery, heat exchangers, water treatment, cooling towers, condensers, evaporators, refrigerant emission controls and associated equipment, refrigerant recovery/recycling equipment, refrigerant storage and handling, refrigerant monitoring system (including sensors, automated controls, and mechanical room ventilation and exhaust systems, plant instrumentation, controls and associated systems).
- Fire Life Safety Systems: Eyewash stations, emergency showers, fire pumps, electrical control and release systems, audible and visible notification systems, backflow prevention devices, post indicator valves, check valves, and water flow meters, pre-action controls, gaseous and dry chemical suppression systems.
- Energy management and building automation systems.
- Information Technology (IT) systems: The table below provides information about the intended allocation of IT responsibilities between the City and the Project Company.

**Table 3: IT System Maintenance Responsibility Matrix**

IT System/Component	Project Company	City	Notes
Site Infrastructure, pathways and Telecom vaults	X		Maintenance responsibility of Project Company
Incoming Service – Telephone		X	City orders and pays for telephone service via Project Company
Incoming Service – Private Circuits		X	City orders and pays for private circuits via Project Company
Incoming Service – Internet		X	City orders and pays for Internet service for Wireless LAN
Fit-out of Telecom spaces	X		Includes racks, pathways and grounding system
Active Systems, Servers and Switches		X	City provides and installs in racks
Active Systems, Servers, Displays and Equipment		X	City provides, operates and maintains
In-building pathways and distribution	X		Maintenance responsibility of Project Company
Backbone Cabling (fiber, multi-pair copper, and coax)	X		Maintenance responsibility of Project Company

IT System/Component	Project Company	City	Notes
Horizontal/distribution cabling (in-building and on-site)	X		Maintenance responsibility of Project Company
Tel/data terminations, patch panels and outlets	X		Maintenance responsibility of Project Company
Digital signage, video wall	X	X	Maintenance is responsibility of Project Company. City provides operation and content of signage.
Distributed Antenna System (DAS) for cellular/PMRS	X		Maintenance responsibility of Project Company
Wireless LAN (-65db on 95% of site 99.9% availability)	X	X	Maintenance responsibility of Project Company. City will manage the service to the end user (i.e. access).
Parking Control System	X		Maintenance responsibility of Project Company per the parking matrix in Table 4
Office Automation Systems (email, fileservers etc.)		X	City provides, operates and maintains
Geographical Information Systems		X	City provides, operates and maintains

- Audio/Visual (A/V) systems: The City will operate and maintain all A/V equipment including LCD screens, video conferencing equipment, telephones, digital interactive screens, digital video recording and broadcasting systems, and digital voting system in the council/commission chambers, and IPTV systems in the council/commission chambers and common areas of the City Facilities and Shared Facilities.
- The Project Company will operate and maintain A/V backbone and wiring.

The Project Company shall:

- Maintain utility systems to maximize their availability. Utility systems shall be available twenty-four hours a day, seven days a week, excluding permitted time for normal, scheduled maintenance and shall include IT systems;
- Provide Space Temperature Trending Report. This report shall show space temperatures for the City Hall Building and the Library during the quarterly time frame;
- Develop and maintain a cross-connection control and backflow prevention program;

- Perform FM functions in accordance with the approved Master Maintenance Plan. The objective of the Master Maintenance Plan is to ensure that maintenance, operations, and capital improvement planning are practiced so as to reduce the life cycle costs of project ownership while maintaining standards.
- Provide a Master Maintenance Plan to show, at a minimum the following data: O&M activities performed last fiscal year, planned O&M activities for the following fiscal year, capital renewals performed last fiscal year, planned capital renewals for the following fiscal year, a five year capital renewal project schedule with justifications for projects listed, and the current Facility Condition Index (FCI) for the City Facilities, the Shared Facilities, and the Shared Rooms. The annual report shall also include an updated lifecycle-major equipment repair and replacement schedule for the remainder of the Term. This schedule shall address all major infrastructure systems, their current status and their replacement schedule based on monitoring of ongoing conditions and life expectancy factors.

### **3.4 JANITORIAL SERVICES**

Except in respect of Lincoln Park and the Library grounds (for which janitorial services are described in Table 2.1), the Project Company shall provide janitorial services that ensure that the City Facilities, Shared Facilities, and Shared Rooms are clean, sanitary, and free of graffiti. The Project Company shall not create undue hazards as a byproduct of janitorial operations. A sufficient weekly inventory shall be maintained and disposal of waste be handled in a suitable manner.

The Project Company shall:

- Provide green janitorial service in accordance with the approved operating procedures plan;
- Appropriately staff the janitorial services in accordance with the janitorial service schedules; and
- Perform quality assurance in accordance with the approved Continuous Quality Assurance Plan (as described in Exhibit C) and document in the Quality Inspection Report (as described in Exhibit C).

### **3.5 GROUNDS MAINTENANCE SERVICES**

The purpose of grounds maintenance services is to ensure exterior landscaped areas of the City Facilities, the Shared Facilities and the Shared Rooms are clean, neat, healthy, and have a professional appearance every day.

Except in respect of Lincoln Park and the Library grounds (for which ground maintenance services are described in Table 2.1), the Project Company shall:

- Provide grounds service in accordance with the approved Operating Procedures Plan (as described in Exhibit C); and
- Perform quality assurance in accordance with the approved Continuous Quality Assurance Plan (as described in Exhibit C) and document in the Quality Inspection Report (as described in Exhibit C).

### 3.6 PARKING SERVICES

The Project Company will have primary responsibility for the overall daily operation and management of the parking structures that service the City Facilities as outlined in Table 4:

**Table 4: Parking Responsibility Matrix**

	Loading Docks and Ramps		Lincoln Garage		Library Loading Dock		Broadway Garage		Comments
	O&M	LC	O&M	LC	O&M	LC	O&M	LC	
Revenue collection							C		
Manned security									Stationary or full time manned security
Security patrols	P		PC		PC		PC		Drive through or walk through rounds.
Control of gates			PC				C		Gate control for non badged entry
Card readers	P	P	PC	PC	PC	PC	C	C	
Gate maintenance and repair	P	P	PC	PC	PC	PC	C	C	Broadway: gates and revenue system
Badge issuing and control	P/C		C		C		C		
Roll up doors	P	P	PC	PC			C	C	no roll up doors on Lincoln ramp
Loading Dock Cleaning	PC				PC				
Taking delivery	C				C				Mail room manages dock for Civic
Waste and garbage management	PC		PC		PC		C		
Garage cleaning			PC				C		
Garage waste/trash pickup	PC		PC		PC		C		
Garage office space maintenance & repair							C	C	
Electric Charging Stations			C	C			C	C	Maintenance and Life Cycle

Landscape / irrigation							C	C	
Elevator maintenance and lifecycle			PC	PC	PC	PC	PC	C	
Changing Lights	PC	PC	PC	PC	PC	PC	C	C	City work by City parking contractor
Pavement striping		PC		PC		PC		PC	
Pavement maintenance and lifecycle	PC	PC	PC	C	PC	PC	PC	C	
Fire suppression	PC	PC	PC	PC	PC	PC	C	C	Broadway - hoses and extinguishers
Fire annunciation	PC	PC	PC	PC	PC	PC	C	C	
Security cameras	PC	PC	PC	PC	PC	PC	C	C	Maintenance and Observation
Painting and general maintenance	PC		PC		PC		C		
HVAC Ventilation & Controls	PC	PC	PC	PC	PC	PC			Port will have access and control Port building HVAC and temperatures
Dewatering pumps and pits	PC		PC		PC				
Floor drains	PC	PC	PC	PC	PC	PC			
Structural Maintenance and Lifecycle	PC	PC	C	C	PC	PC	C	C	Existing
Chestnut Street Maintenance and Lifecycle			C	C	C	C	C	C	City right of way by City
Chestnut St "bridge"			C	C					Over ramp to Lincoln garage

Notes:

O&M (operations & maintenance) consists of daily operations, maintenance, minor repairs, and consumables

LC (lifecycle) consists of lifecycle replacements and major repairs

C – City

PC – Project Company

P - Port

In addition to those responsibilities set forth in Table 4, the Project Company shall:

- Be responsible for management of any special identification devices (such as permits and bumper stickers) required to indicate allowed usage of parking;
- Maintain accounts and records that reflect total operation of each of the parking areas separately; and
- Post a notice of person(s) to be called in case of emergencies and shall immediately advise the City of any changes in the notice.

### **3.7 PEST CONTROL SERVICES**

The Project Company will provide pest control services for the City Facilities, Shared Facilities and Shared Rooms. The objective of pest management is to protect public health and property by controlling insects, rodents and other pests or organisms while minimizing the use of pesticides. The Project Company shall use integrated pest management techniques to achieve these objectives.

The Project Company shall:

- Provide a material safety data sheet report detailing all proposed chemicals for use within the pest control function; and
- Perform quality assurance according to the approved Continuous Quality Assurance Plan (as described in Exhibit C) and document in the Quality Inspection Report (as described in Exhibit C).

### **3.8 SOLID WASTE COLLECTION, RECYCLING, AND REMOVAL**

Trash and recycling material collection, removal and disposal shall be Project Company's responsibility.

The Project Company shall:

- Generate a quarterly Waste Diversion & Hazardous Waste Report (as described in Exhibit C), and
- Provide waste services in parking areas a delineated in Section 3.6.

### **3.9 SECURITY SERVICES**

The purpose of security services is to offer a safe and professional environment in the common areas of the City Facilities, Shared Facilities and Shared Rooms and surrounding grounds. The Project Company shall provide, operate and maintain all access control systems, video surveillance systems, and supporting network equipment. Table 5 below illustrates the responsibility allocation for major security functions between the Project Company and the City and the Port.



**Table 5: Security Services Responsibility Matrix**

System/Component	Project Company	City	Notes
Access systems and hardware	X		Project Company to install, operate, and maintain. Access systems must be compatible with the vendor systems as mutually agreed:
City Hall Building access	X		Project Company operates and maintains
Visitor access to City staff offices	X		Visitor security desks staffed by Project Company security personnel. Visitor access to floors controlled by elevator system managed by the Project Company.
Visitor access to City Council member offices	X		Visitor security desks staffed by Project Company security personnel. Visitor access to floors controlled by elevator system managed by the Project Company.
Management of staff and security access cards		X	City will provide updated list of City staff with specified level of security access to Project Company security personnel, who will manage and maintain security access.
Video Surveillance System	X		Project Company to operate, and maintain all video cameras, which must allow for multi-tasking by multiple agencies.
Network Equipment to support electronic security systems	X		Project Company to maintain. The video surveillance system must enable multi-tasking by multiple agencies. Specifically, the network must: <ul style="list-style-type: none"> <li>• Be compatible with the City security vendor systems for surveillance and access as mutually agreed.</li> <li>• Be independent of other network systems including independent switches and routers.</li> </ul>
Security Operations Center (SOC)	X		Project Company required to maintain and operate its own SOC for the facility to fulfill its security duties as defined.
Local law enforcement coordination	X	X	All security operations are required to maintain ongoing coordination per Police requirements. Project Company and the City are responsible for coordination for their respective scope
Patrol and staffing of Grounds and Common Areas	X		Patrol all exterior portions of the City Facilities, Shared Facilities and Shared Rooms as well as common areas including lobby of the City Hall Building.

System/Component	Project Company	City	Notes
Patrol and staffing of City administrative office spaces		X	
Enhanced security staffing		X	City and Port will provide enhanced security for City Council meetings and Board of Harbor Commissioners meetings, respectively, in the chambers and/or other public meeting spaces

The Project Company shall control and monitor security systems from a central Security Operations Center (SOC) onsite.

The Project Company shall provide the following security positions and operating:

SOC 3- Stationed at the Security Operations Center in the City Hall Building.  
Provides monitoring, and visitor elevator badging at the City Hall Building.  
Hours: Mon-Fri: 7:00 a.m. - 6:00 p.m.; extended p.m. hours on City Council and Board of Harbor Commissioners meeting nights.

PAT 1- Patrols the Civic Plaza and Lincoln Park.  
Provides security presence, escorting, and assistance.  
Hours: Sun-Sat: dawn to dusk.

The City shall provide the following security positions and operating hours as follows:

SOC 1- Stationed at the Security Operations Center in the City Hall Building.  
Provides afterhours monitoring and interior patrol at the City Hall Building.  
Hours: Sun-Fri: 3:00 p.m. - 7:00 a.m.; Sat 7:00 a.m. - Sun 7:00 a.m.

SOC 2- Stationed at the Security Operations Center in the City Hall Building.  
Provides monitoring, screening/bag check and escorting and responding to security calls at the City Hall Building.

LIB 1- Stationed at the Library from one hour before the Library is open to the public until 1 hour after the Library closes.  
Provides interior and exterior patrol at the Library.  
Hours: Tue: 11:00 a.m. - 9:00 p.m.; Wed: 11:00 a.m. - 7:00 p.m.; Thu: 11:00 a.m. - 8:00 p.m.; Fri and Sat: 9:00 a.m. - 6:00 p.m.

The Project Company shall:

- perform its duties;
- Provide security escorts for City Facility employees between buildings and/or to parking after Service Hours, as requested;
- Respond to security events within established time requirements including contacting City and Port security operations and the Police Department as necessary;

- Prepare a coordinated Security Management and Staffing Plan (as described in Exhibit C) that is reviewed and approved by City and includes SOC management, staffing, equipment, maintenance and emergency response procedures for stand-alone events including:
  - Protest;
  - Bomb threat;
  - Active shooting;
  - Major loss of power;
  - Natural disaster;
  - Medical emergency; and
  - Building rules for construction;
- Prepare a security staffing report that shall include future staffing plans, in coordination with police, harbor patrols, planned building activities and special events; and
- Prepare incident reports.

The City shall:

- Respond to security events outside of Service Hours including contacting Port security operations and the Police Department as necessary; and
- Provide security services and perimeter patrols for the Library.

#### **4.0 CONTINUOUS QUALITY ASSURANCE**

##### **4.1 CONTINUOUS QUALITY ASSURANCE PLAN**

The Project Company shall prepare a Continuous Quality Assurance Plan (as described in Exhibit C) (CQAP) for the City Facilities, Shared Facilities, and Shared Rooms that shall be reviewed and approved by the City, shall be developed using the ISO 9001 Standard as a guide and, at a minimum, shall include:

- An inspection system covering the FM Services specifying areas to be inspected on a scheduled basis and an unscheduled basis;
- A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable;
- Provide Key Performance Indicators (KPIs) to be used by Project Company personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory contract performance;
- Provide data which allows the City to easily verify Project Company performance;

- Describe how Project Company processes shall be changed to continually improve performance;
- Provide management level metrics that verify compliance with the FM scope contained in this Appendix and gives trend data needed for the City measure the effectiveness of the project management program;
- Provide a system for recording, addressing, and correcting unplanned system failures, and poor quality work with respect to the Project Company's services;
- Provide a system for recording and acting on City and building occupant feedback and satisfaction with respect to the Project Company's services;
- Provide a system to identify and prevent technology obsolescence; and
- The system shall include methods for escalation procedures as well as the publishing results of its own CQAP program.

#### **4.2 QUALITY SURVEILLANCE**

The Project Company shall correlate satisfaction data metrics and report to the City on a quarterly basis in a Customer Satisfaction Report (as described in Exhibit C).

The City will independently solicit customer satisfaction feedback. Results of these surveys will be shared with the Project Company. Where appropriate, the Project Company shall address any negative feedback or complaints from the City or building occupants. The Project Company shall summarize the customer survey results and corresponding corrective actions taken in the Customer Satisfaction Report (as described in Exhibit C).

**Exhibit D: Service Standards**

**Table 1: Service Standards for the City Hall Building and Library Buildings and Building Elements**

<b>SERVICE STANDARDS</b>	
<b>BUILDINGS AND BUILDING ELEMENTS</b>	
<b>Element</b>	<b>Standard</b>
<b>General</b>	In general, all elements of building fabric, fixtures and fittings, and floor and floor coverings shall at all times be functional, operational and satisfy the same performance requirements as required for Substantial Completion, subject to reasonable wear and tear, which is in turn subject to maintenance, repair and replacement obligations as set out in Appendix 8.
<b>Building Envelope, External</b>	<ul style="list-style-type: none"> <li>• Sound, secure and weatherproof where appropriate.</li> <li>• Free from damp penetration or spalling.</li> <li>• Claddings, copings and parapets, soffits/fascia are structurally sound and secure.</li> <li>• Free from pests.</li> <li>• Free from debris and moss growth.</li> <li>• Substantially free from bird droppings.</li> <li>• Substantially free from unsightly stains and blemishes.</li> <li>• Exterior glazed curtain wall system shall be maintained clean and free of dirt, dust, and water spots. For clarity this obligation will be met through a washing regimen of 1 time per year.</li> <li>• Roof shall be watertight and maintained in accordance with manufacturer’s recommendations.</li> </ul>
<b>Building Envelope, Internal</b>	<ul style="list-style-type: none"> <li>• Free from structural cracks and/or deflection.</li> <li>• Free from damp and pests.</li> <li>• Free from undue damage and of reasonable appearance for location.</li> <li>• Free from hazardous materials.</li> <li>• Free from volatile off-gassing.</li> <li>• Substantially free from unsightly stains and blemishes.</li> <li>• Interior window surfaces shall be cleaned. Window sashes, sills, woodwork/metalwork and other glass surroundings shall be wiped free of drippings and marks. All glass surfaces shall be maintained clean and substantially free of dirt, dust, and water spots.</li> </ul>
<b>Internal Fixtures and Fittings</b>	<ul style="list-style-type: none"> <li>• Door hardware shall operate as intended, in a safe way, without making undue noise and without observable stains on hinges, locks, catches and handles, and without binding, rubbing or catching in any way. Reset after tripping, if required. Internal fixtures shall function as intended, be free from corrosion and all but minor surface blemishes and wear and tear, and maintained in accordance with manufacturers’ recommendations.</li> <li>• Signs, notices, warning signs where appropriate shall be intact, legible and illuminated where appropriate.</li> </ul>
<b>Floor and Floor Coverings</b>	<ul style="list-style-type: none"> <li>• The floor coverings are complete, in accordance with the D&amp;C Standards.</li> <li>• The floor coverings are fully fixed to the floor so as not to cause health &amp; safety hazard.</li> <li>• The floor/floor covering is substantially free from tears, scoring, cracks or any other damage that is unsightly and/or could cause a health and safety hazard.</li> <li>• The floor/floor coverings shall be maintained in such a way as to provide a suitable uniform surface, with minimal resistance, for wheelchairs and any other wheeled carts of furniture in use in the Facility.</li> </ul>

<p><b>Decorative Finishes</b></p>	<ul style="list-style-type: none"> <li>• Decorative finishes are complete according to the D&amp;C Standards.</li> <li>• Free from all but minor surface blemishes or undue wear and tear. Painted surfaces are free from peeling and discoloration.</li> <li>• Free from cracks or any other surface degradation and maintained in accordance with Best Management Practice.</li> </ul>
<p><b>Artwork/Sculpture in City Facilities, Shared Facilities, and Shared Rooms</b></p>	<ul style="list-style-type: none"> <li>• Secured from theft or vandalism where appropriate.</li> <li>• Maintain artwork and sculptures in a reasonably clean condition, provided however that this obligation is intended to cover artwork of a size and nature as that existing within the City Facilities as of the date of the Agreement. Should the City incorporate an artwork installation that has a material adverse impact on the FM Services, the Project Company shall be entitled to an FM Services Change.</li> </ul>

**Table 2: Service Standards for the Building Systems of the City Hall Building and Library**

<b>SERVICE STANDARDS</b>	
<b>BUILDING SYSTEMS</b>	
<b>Element</b>	<b>Standard</b>
<b>General</b>	In general, all elements of building systems, including the elements outlined below, shall at all times be functional, operational, in compliance with the D&C Standards and maintained in accordance with manufacturers' recommendations.
<b>Emergency Power Systems</b>	<ul style="list-style-type: none"> <li>• Standby power supply shall be operational, secure and tested regularly in compliance with applicable standards and free from dust.</li> <li>• Batteries shall comply with applicable codes and standards and shall be adequately ventilated, free from acid leakage; batteries shall be topped up and fully charged.</li> </ul>
<b>Low Voltage Distribution System (Below 600V)</b>	<ul style="list-style-type: none"> <li>• Ratings shall be clearly marked.</li> <li>• Secure to authorized access only.</li> <li>• Recording/Monitoring instruments shall be operational.</li> <li>• Thermographic scans (utilizing thermal imaging cameras) taken at least every 3 years after Substantial Completion. This frequency shall be increased if problem areas are encountered.</li> <li>• Test all alarm functions per manufacturers' recommendations</li> <li>• Identification notices where necessary.</li> </ul>
<b>High Voltage Distribution Systems</b>	<ul style="list-style-type: none"> <li>• Ratings shall be clearly marked.</li> <li>• Secured to authorized access only.</li> <li>• Recording/monitoring instruments shall be operational.</li> <li>• Provide coordination study after initial installation and after every significant change.</li> <li>• Identify all current transformer and potential transformer ratios.</li> <li>• Thermographic scans, cleaning and re-torque of distribution systems every 3 years after Substantial Completion.</li> </ul>
<b>Lighting</b>	<ul style="list-style-type: none"> <li>• All lighting systems must be functional, safe, operate without flickering and remain within the lighting levels in the D&amp;C Standards.</li> </ul>
<b>Hot &amp; Cold Water Systems</b>	<ul style="list-style-type: none"> <li>• Deliver water at the specified temperatures and flow rates as required to serve the Facility needs without undue noise and vibration.</li> <li>• Taps, valves and other related fittings and fixtures shall function as intended.</li> <li>• All pipe work and fittings shall be fastened securely to their intended points of anchorage with properly engineered seismic bracing in accordance with applicable code.</li> <li>• There shall be no drips or leaks of water from pipe work, taps, valves and/or fittings.</li> </ul>
<b>Heating, Ventilation and Air Conditioning Systems</b>	See Table 3
<b>Conveying Systems</b>	Elevators operate to the manufacturers' specifications and the D&C Standards.
<b>Sanitary and Other Drainage Systems on Project Site</b>	<ul style="list-style-type: none"> <li>• Shall function as intended, without undue noise and vibration.</li> <li>• All pipe work and fittings shall be fastened securely to their intended points of anchorage with properly engineered seismic bracing in accordance with applicable code.</li> <li>• There shall be no leakage from sanitary and drainage systems and it shall be substantially free from odor.</li> </ul>
<b>Fire Management Systems</b>	Fire extinguishers and other firefighting equipment shall be maintained in accordance with all relevant codes and standards.
<b>Communications Systems</b>	<ul style="list-style-type: none"> <li>• The communications systems shall be maintained in accordance with all relevant codes and standards.</li> <li>• Fully operational within manufacturers' recommendations and shall function as intended.</li> </ul>

<p><b>Electrical Systems</b></p>	<ul style="list-style-type: none"> <li>• Weatherproof where appropriate.</li> <li>• Function as intended without undue noise or vibration; wiring, fittings, fixtures, controls and safety devices shall be properly housed and fastened securely to their intended point of anchorage and labelled.</li> <li>• All equipment and wiring systems properly supported and anchored to resist gravity and seismic forces in accordance with applicable building codes.</li> <li>• Lightning conductor should be complete, isolated and comply with applicable Codes and Standards. Risk assessments to be conducted in compliance with applicable Codes and Standards All cabling secure and intact.</li> </ul>
<p><b>Photovoltaic Systems</b></p>	<ul style="list-style-type: none"> <li>• Washing and cleaning photovoltaic panels 2 times per year;</li> <li>• Inspecting rack mounting equipment and testing of electrical connections once per year;</li> <li>• Fully operational within manufacturers' recommendations and shall function as intended; and</li> <li>• Replace panels 1 time during the Term concurrent with a scheduled roof replacement in accordance with the Master Maintenance Plan, or as otherwise agreed between the City and Project Company.</li> </ul>



**Table 3: Heating Ventilation and Air Conditioning Service Standards  
for the City Hall Building and Library**

<b>SERVICE STANDARDS</b>	
<b>HEATING, VENTILATION &amp; AIR CONDITIONING</b>	
<b>Element</b>	<b>Standard</b>
<b>General</b>	<ul style="list-style-type: none"> <li>• All HVAC equipment to be maintained as per manufacturers' instructions.</li> <li>• All ventilation systems shall function as intended without undue noise or vibration.</li> <li>• Air changes and ventilation levels as required, fully in accordance with the D&amp;C Standards.</li> <li>• All ductwork, fittings and pipe work shall be securely fastened to their intended points of anchorage with properly engineered seismic bracing in accordance with applicable code.</li> <li>• There shall be no persistent or unreasonable leakages of water (or other heating/cooling medium) or air from ventilation systems.</li> <li>• Ensure authorized access to mechanical spaces by approved personnel only.</li> <li>• Free from corrosion, erosion and organic growth.</li> </ul>
<b>Temperature Control</b>	<ul style="list-style-type: none"> <li>• HVAC systems shall be maintained within temperature set point range as set out in the D&amp;C Standards. Set point is adjustable either locally through adjustable room space temperature sensor or remotely through BAS.</li> <li>• Temperature is to be maintained within the set point tolerances for the individual space applications in accordance with the D&amp;C Standards.</li> <li>• Monitor compliance through continuous log of central systems.</li> <li>• Monitor compliance through trend logs for selected representative rooms equipped with space temperature sensors.</li> <li>• Selection of representative rooms to be logged is to be changed every reporting period and to be on continuous rollover assignment.</li> </ul>
<b>Total Air Changes</b>	Maintained to design parameters in accordance with the D&C Standards.
<b>Outside Air Changes</b>	Maintained to design parameters in accordance with the D&C Standards.
<b>Filtration</b>	<ul style="list-style-type: none"> <li>• Replace filters at the recommended pressure drop for the filter type and application.</li> <li>• Replacement filters of same type and efficiency as prescribed in the D&amp;C Standards.</li> </ul>

**Table 4: Acoustics and Vibration Service Standards for the City Hall Building and Library**

<b>SERVICE STANDARDS</b>	
<b>ACOUSTICS AND VIBRATION</b>	
<b>Element</b>	<b>Standard</b>
<b>General</b>	Maintain acoustic parameters set forth in the D&C Standards

**Table 5: Service Standards for Lincoln Park and Civic Plaza**

<b>SERVICE STANDARDS</b>	
<b>LINCOLN PARK AND CIVIC PLAZA</b>	
<b>Element</b>	<b>Standard</b>
<b>Project Site Circulation Routes</b>	<ul style="list-style-type: none"> <li>• Sound, safe, and even surface with no potholes or sinking.</li> <li>• Curbs and edgings are sound.</li> <li>• No loose curbs or paving stones.</li> <li>• Road markings, signage and parking stripes are clear and complete.</li> <li>• Substantially free from graffiti and/or vandalism.</li> <li>• Maintain adequate emergency vehicle access.</li> </ul>
<b>External Lighting, Furniture, and Structures</b>	<ul style="list-style-type: none"> <li>• Safe, secure, and substantially free from damage.</li> <li>• Clean and substantially free from graffiti and/or vandalism.</li> <li>• All external lighting shall operate without flickering and function per the D&amp;C Standards</li> </ul>
<b>Public Restrooms and other Facilities</b>	<ul style="list-style-type: none"> <li>• Maintain Plumbing Equipment in working order</li> <li>• Substantially free from graffiti.</li> </ul>
<b>Boundaries</b>	<ul style="list-style-type: none"> <li>• Safe and secure.</li> <li>• Access control measures (including locks) are operational and functioning as intended.</li> <li>• Substantially free from graffiti and/or vandalism.</li> <li>• Maintenance activities shall not impact adjacent property and vehicles.</li> </ul>

### Exhibit E: Key Performance Indicators

Table 1: Key Performance Indicators for City FM Requirements

KPI #	KPI	Frequency	How to Measure	Metric
1	Service Work Order (SWO): Response Time	Monthly	Emergency/ Urgent: # of SWO's not responded to in time.	LL: 2
			Other: Total number of SWO's that are within acceptable response timeframes divided by total work order closed X 100%.	LL: 94%
2	SWO: Completion Time	Monthly	Total number of SWO's completed on time divided by the total number of SWO's X 100%.	LL: 94%
3	Preventive Maintenance (PM)	Monthly	Total number of Preventative Maintenance SWO's scheduled for the current month divided by the total number of open Preventative Maintenance SWO's X 100%.	LL: 90%
4	Elevator Operations	Quarterly	Average performance for each set of elevators serving a zone or space all measured against D&C Standards.	LL: 90%
5	Job Satisfaction: Survey conducted by the Project Company with SWO requester.	Min. 10% of all work performed (except PM's)	Questionnaire asking customers about the work management program and contractual services. Use 5 – point "Likert" scales where 1 is bad service and 5 is outstanding service. Use approximately 1-3 questions.	LL: average of questions = 2

KPI #	KPI	Frequency	How to Measure	Metric
6	Customer Satisfaction: Survey conducted by the Project Company with key City personnel	Semi-Annual	Questionnaire asking customers about the work management program and contractual services. Use 5 – point “Likert” scales where 1 is bad service and 5 is outstanding service. Use approximately 20- 25 questions.	LL: average of questions = 2 Minimum of 10 surveys
7	FM Documentation	Quarterly	Project Company compliance with contract reporting requirements for FM Services plans, reports, and other documentation.	LL: 94%
8	Unscheduled General Site Inspection	Random, but no more than 6 times annually	Inspection by City of all aspects of Project Agreement using an agreed upon inspection checklist. To review compliance with standards and contractual components. Use 5 – point “Likert” scales where 1 is bad service and 5 is outstanding service.	LL: Inspection Criteria = 2
9	Scheduled General Site Inspection	Monthly	Joint Inspection by City and Project Company of all FM services using an agreed upon inspection checklist. To review compliance with standards and contractual components. Use 5- point “Likert” scales where 1 is bad service and 5 is outstanding service.	LL: Inspection Criteria = 2

KPI #	KPI	Frequency	How to Measure	Metric
10	Employee Qualification and Screening	Annually	Employees shall be properly trained and certified for assigned roles and responsibilities according to the approved security management and staffing plan. All staff have passed required background checks.	LL: 99%
11	Environmental Health & Safety reporting including: HAZWASTE Regulatory Compliance, Permit Compliance, Waste Diversion and Hazardous Waste Report, and Refrigerant Management Compliance Reports	Quarterly	Submission of report on all aspects of Environmental Health and Safety reports.	LL: 99%
12	System Availability	Quarterly	Availability of necessary utilities, building systems and components during Service Hours. Total hours that system is available divided by total available hours X 100%.	LL: 98%
13	Asset Management	Annually	Compliance will be based on a review of the annual audit report and City inspections	LL: 99%
14	Lighting Levels	Random, but no more than 6 times annually or based on customer complaint	Lighting inspections shall occur based on City random inspections throughout the year. Complaint based monitoring will occur in conjunction with joint light metering between the City and the Project Company	LL: 99%

<b>KPI #</b>	<b>KPI</b>	<b>Frequency</b>	<b>How to Measure</b>	<b>Metric</b>
15	LEED-EB O&M Certification	In accordance with Section 3.2 of this Appendix 8	In accordance with Section 3.2 of Appendix 8.	LL: 99%
16	Space temperature management	Quarterly	Space temperature will be reviewed based on Space Temperature Trending Report as generated by the BMS in accordance with the D&C Standards.	LL: 79%
17	Facility Condition Assessment	Every 5 Years	Management of Facility to meet or exceed the required Facility Condition Index.	FCI $\leq$ 0.20
18	Security Operations Center Staffing	Monthly	Security Operations Center Staffed according to Security Management and Staffing Plan.	LL 99%
19	Patrols	Monthly	Patrols conducted according to approved schedule agreed to as part of the Approved FM Reports.	LL:94%
20	Escorting	Monthly	Report on escorts provided and including wait times for escort.	LL: 99%

KPI #	KPI	Frequency	How to Measure	Metric
21	Quality Control Inspection	Quarterly	Detailed inspection of compliance with the Continuous Quality Assurance Plan.	LL: 94%



### Exhibit F: FM Reporting Requirements

Table 1: City FM Reporting Requirements

Report #	Name of Report	Description	Frequency
1	Service Request (Work Order) Summary Report	The report shall include: demand service requests performed, response time metrics, completion metrics, completed PM activities, and any deferred PM activities with associated justification.	Monthly, Annually
2	Quality Inspection Report	Report detailing the facilities maintenance and operations inspection (landscaping, janitorial, electronic security systems, building equipment quality) positive and negative findings, quality improvement activities, including details and explanations for service interruptions, emergency services and other non-standard service issues.	Monthly, Annually
3	Utility Analysis Report	Utility usage trend analysis and benchmark report. After the Energy guarantee terminates at the end of the third Energy Year, provide an annual energy usage analysis of the City workspace loads (plug and lighting) and the City's Targeted Energy Consumption loads for trending and benchmarking purposes.	Monthly, Annually
4	Elevator Performance Report	Detailing the performance and reliability of all elevators within the building as determined by the elevator controls system provided with the elevators.	Quarterly, Annually
5	System and Utility Availability Report	Report showing disruptions to due to O&M activities. Report will show all system outages, approved outages, system failures, unapproved outages, and overall system availability metrics.	Quarterly, Annually
6	Customer Satisfaction Report	Report showing customer satisfaction combining surveys by the Project Company and City.	Quarterly, Annually
7	Waste Diversion & Hazardous Waste Report	Report detailing solid waste activities to include: solid waste removed, recycle volumes per type, trending data showing each activity, volumes, and trends. Report to include waste that is governed by legislated requirements, such as fluorescent lamps, batteries, and kitchen grease. Record to show volumes, dates, and companies used for recycling activities. Company information shall include permits or licenses related to services rendered.	Quarterly, Annually
8	Space Temperature Trending Report	Report shall show space trending data for all dates during the quarter.	Quarterly, Annually
9	Customer Service and Support Plan	Plan shall include customer interface protocols, work order process and resolution, scheduling and dispatch, service coordination, emergency response and communication protocols.	Annually

10	Master Facility Disaster Response and Business Continuity Plan	This plan will address major accident and disaster response management, continuity of essential services during emergencies, and building evacuation plans.	Annually
11	EH&S Plan	Project Company shall provide a plan to establish measures to be taken to comply with Federal, State, and Local ordinances on environmental, health, and safety issues, including California OSHA requirements. Includes Material Safety Data Sheet (MSDS) reporting detailing all proposed chemical for use within the janitorial, landscaping, and pest control functions. Chemicals must be approved by the City prior to use. In addition, environmental health and safety plans shall include permit compliance reporting and the site refrigerant management plan.	Annually
12	Waste Analysis & Hazardous Waste Management Plan	Project Company shall provide a plan for handling hazardous waste, conforming to applicable Federal, State, and Local ordinances. Plan shall also specify the process to identify, sample, analyze and report on handling of waste streams.	Annually
13	Water Management and Conservation Plan	Plan shall address Project Company's approach to water management and conservation in accordance with Local, State, and Federal requirements.	Annually
14	Operating Procedures Plan	Plan that is in compliance with City requirements.	Annually
15	Whole Building Energy Model	Model will show projected utility usage individually for City work space and common areas for the first three Energy Years.	Annually
16	Master Maintenance and Life Cycle Plan	Project Company shall develop a program designed to manage Demand, Planned and lifecycle maintenance factors. Initial plan shall be a program for planned and lifecycle maintenance. Plan shall also address major systems and their current replacement schedule based on FCI and life expectancy factors as per building design parameters. Plan to include the roofing system throughout its life cycle	Annually
17	Annual Operations and Maintenance Report	Report shall include planned O&M versus actual O&M costs, planned capital projects, actual capital projects, explanation for variance between these two components, next 12 month planned maintenance activities, 5-year projected capital renewal projects and associated justifications, FCI performance updates, and lifecycle repair and replacement schedule for major equipment.	Annually

18	Special Event Plan	Plan for providing special event support	Annually
19	Security Management and Staffing Plan	Report should include comprehensive information pertaining to security resource planning and response procedures. Plan coordinated with forecasted Civic Center use to appropriately staff exterior and common areas.	Annually
20	Continuous Quality Assurance Plan	Requirements as specified in Section 1.4 of Appendix 8	Quarterly
21	Emergency Action Report	Report generated with 24 hours of an Emergency Response. Report shall include: description of emergency, name of responding technician; date and time of emergency, impact to City; remediation activities, current status, plan for final resolution, future activities to mitigate future reoccurrences.	As Needed/Per Occurrence
22	Incident Report	Report generated based on a security incident or that resulting in property, vehicular, or other damage, including vehicle, customer, and required remediation/repair plans.	As Needed/Per Occurrence

## EXHIBIT C

### APPENDIX 8 A - CLEAN

#### APPENDIX 8A

#### FM STANDARDS – PORT FM FACILITIES

##### 1.0 DEFINITIONS

In this Appendix, in addition to the definitions set out in this Project Agreement:

“Approved FM Plans” means FM Plans described in Exhibits C that have been reviewed and approved by the City and Port. Initial plans will be provided 8 months prior to facility Substantial Completion for review and comment from the City. The Project Company, the City and Port will agree upon a schedule for review and approval at delivery of the initial plans ensuring the plans are approved upon Substantial Completion.

“Best Management Practice” has the meaning specified in section 1.1 of this Project Agreement.

“BMS” has the meaning specified in Section 2.7 of this Appendix 8A.

“CAFM” has the meaning specified in Section 2.7 of this Appendix 8A.

“Central Utility Plant and Utility Yard” has the meaning specified in section 1.1 of this Project Agreement

“City Facilities” has the meaning specified in section 1.1 of this Project Agreement.

“City FM Requirements” are the portion of the FM Requirements that pertain to the City Facilities, Shared Facilities, and Shared Rooms.

“City Hall Building” has the meaning specified in section 1.1 of this Project Agreement.

“Civic Plaza” has the meaning specified in section 1.1 of this Project Agreement.

“Completion Time” has the meaning specified in Appendix 10A to this Project Agreement.

“Covered Elements” has the meaning specified in Section 2.1 of this Appendix 8A.

“Facility Condition Index (FCI)” means an industry-standard metric that objectively measures the current condition of a facility, allowing comparison both within and among institutions. To determine FCI for any given set of assets, the total cost of remedying deferred maintenance requirements is divided by the current replacement value.

“FM Reports” has the meaning specified in section 2.4.1 of this Appendix 8A.

“FM Requirements” has the meaning specified in section 1.1 of this Project Agreement.

“FM Services” has the meaning specified in section 1.1 of this Project Agreement.

“Key Performance Indicator (KPI)” means a description of the level of performance that Project Company must achieve to attain compliance with the allotted output specification, as outlined in Exhibit B of this Appendix 8A.

“Library” has the meaning specified in section 1.1 of this Project Agreement

“Lincoln Park” has the meaning specified in section 1.1 of this Project Agreement

“Loading Docks and Ramps” has the meaning specified in Section 1.1 of this Project Agreement.

“Minor Repair” means work that is valued at less than \$500.00 per SWO including Labor and Materials.

“Occupancy Date” has the meaning specified in section 1.1 of this Project Agreement.

“Operating Hours” has the meaning specified in section 2.3 of this Appendix 8A.

“Operating Period” has the meaning specified in specified in section 1.1 of this Project Agreement

“PM” has the meaning specified in section 3.2 of this Appendix 8A.

“Port” has the meaning specified in section 1.1 of this Project Agreement.

“Port FM Services” has the meaning specified in section 1.3.10 of this Appendix 8A.

“Project Agreement” has the meaning specified in section 1.1 of this Project Agreement.

“Project Company” has the meaning specified in section 1.1 of this Project Agreement.

“Real Property (RP)” means land, buildings, structures, utility systems, and improvements and appurtenances thereto permanently annexed to land within the court building property and the existing parking structures. Also includes collateral equipment (i.e., building-type equipment, built-in equipment and fixed equipment).

“Real Property Installed Equipment (RPIE)” means items of equipment that are affixed, specifically and uniquely designed for or built into the project as an integral part of the project. Equipment that is an integral part of the project, which if removed would destroy or reduce the usefulness of the project, heating, cooling, and electrical system and included in the cost of construction.

“Regularly Scheduled Events” means official events scheduled by the executive assistant to the Board of Harbor Commissioners, including without limitation City Council meetings and meetings of the Board of Harbor Commissioners.

“Response Time” means the time between when the SWO is placed and Project Company personnel are either at the location of the SWO actively working or reporting to the requested party in order to gain additional information and provide scheduling information relevant to the SWO.

“Service Fee” has the meaning specified in section 1.1 of this Project Agreement.

“Service Hours” has the meaning specified in section 2.3 of this Appendix 8A.

“Service Standards” means the performance standards ascribed to the Port FM Services as outlined in Exhibit A to this Appendix 8A.

“Service Work Order (SWO)” means a City, building occupant, or Project Company generated work document within the CAFM. Classifications of Service Work Orders are as specified in the FM Standards.

“Shared Facilities” has the meaning specified in section 1.1 of this Project Agreement.

“Shared Rooms” has the meaning specified in section 1.1 of this Project Agreement.

## **2.0 PROJECT COMPANY RESPONSIBILITIES**

### **2.1 GENERAL RESPONSIBILITIES**

The Project Company shall operate, maintain, repair, replace and manage the Port FM Facilities Covered Elements outlined in Table 4.0 on a 24-hour per day, 7-day per week basis during the Term in accordance with the FM Requirements. The Project Company shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as defined herein and maintain a level of operations consistent with the Service Standards and Best Management Practice. The Project Company shall provide guidance and coordination with the Port to ensure effective and economical operation of all activities described herein. Work shall include: management services, dispatching, real property maintenance, operations, repairs, major capital improvements, life cycle renewals; engineering services, environmental services, planning, programming, minor design and remodel services; and emergency services for those specific elements described in Tables 3.0 and 4.0.

This section is intended to set out elements of Project Services provided to the Port. Any ambiguity on covered scope within the schedule or elsewhere in this contract documents will be governed by the scope matrix in Table 4.0. Any reference to ‘Covered Elements’ in this schedule are intended to refer to those elements covered by Project Company as represented in Table 4.0

### **2.2 OUTLINE OF RESPONSIBILITIES**

The Project Company’s responsibilities include the following and as further defined in this Appendix, for Covered Elements:

- Facilities maintenance and repair
- Building facilities maintenance and operations
- Parking Services
- Pest Control
- Continuous Quality Assurance.

### **2.3 OPERATING HOURS AND SERVICE HOURS**

The Project Company shall ensure the facilities are fully operational within the following hours of operation (the “Operating Hours”):

- Port Headquarters Building: from 6:00 a.m. to 8:00 p.m. (0600-2000) Monday through Friday, and Regularly Scheduled Events, except holidays officially observed by the Port
- New Parking Facility: at a minimum, shall be commensurate with City Hall Building Operating Hours (as defined in Appendix 8) and Port Headquarters Building Operating Hours (above) with the following additions:

- Saturdays and Sundays should be available to staff working outside normal working hours with air-handling equipment operating from 8:00 a.m. to 12:00 a.m. on Saturday

Further, the Port Headquarters Building and the New Parking Facility shall be available on a 24-hour per day, 7-day per week basis to City and Port staff working outside Operating Hours, except to the extent of necessary maintenance or repairs scheduled to minimize interference with City and Port operations.

Where part of the Project Company FM Requirements, the Project Company shall make the respective facilities available for use by Port employees and shall include hours in which the facilities may not be necessarily open to the public (the “Service Hours”). The Service Hours shall be as outlined below:

- Port Headquarters Building: from 6:00 a.m. to 8:00 p.m. (0600-2000) Monday through Friday, and Regularly Scheduled Events, except Port holidays officially observed by the Port
- New Parking Facility: at a minimum, shall be commensurate with City Hall Building and Port Headquarters Building normal hours of operation (above)

Further, the Port Headquarters Building, and the New Parking Facility shall be available on a 24-hour per day, 7-day per week basis to City and Port staff working outside Service Hours, except to the extent of necessary maintenance or repairs scheduled to minimize interference with Port operations.

## **2.4 CUSTOMER SERVICE AND SUPPORT**

The Project Company shall develop a detailed plan to address customer service and work support management for all Port scope defined in Table 4.0; incorporating the approach to customer interface procedures and protocols, work reception, scheduling, and dispatch for all maintenance requirements.

### **2.4.1 FM Reporting**

The Project Company shall be responsible for periodic FM Reporting Requirements (the “Port FM Reports”) to Port as set out in Exhibit C. The format of the Port FM Reports will be subject to approval, not unreasonably withheld, by the Port prior to the Port Occupancy Date. The format of such reports will be amended and changed during the term of the Agreement as agreed by the Project Company and the Port, both acting reasonably. The Project Company will develop, maintain, and submit all required plans, reports, and project documents in accordance with Exhibit C.

### **2.4.2 Response Time**

The Project Company shall respond to and complete all Service Work Orders (SWOs) within the times indicated in Table 1 below for Covered Elements on the Port scope as defined in Table 4.0 based on the following prioritization scheme:

- **Priority 1 – Emergency**, immediate response required – Situations requiring immediate action to return the Port FM Facilities to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to the public, and/or City or Port employees.

- **Priority 2 – Urgent**, necessary but not yet critical – Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards.
- **Priority 3 – Routine** – Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further. Items representing a practical improvement to existing conditions. These items are not required for the most basic functions of the Port FM Facilities but will improve the overall usability, accessibility, and/or reduce long term maintenance.

Failure to meet the Key Performance Indicators (KPIs) outlined in Exhibit B hereto for SWO Response Time and Completion Time will result in performance deductions to the Port FM Fee as set forth in Appendix 10A.

**Table 1: Service Work Order Response and Completion Times**

Severity	Emergency	Urgent	Routine
Priority	1	2	3
<b>During Operating Hours</b>			
Response Time	10 minutes	2 hours	24 hours
Completion Time	2 hours	8 hours	5 Business Days
<b>Outside Operating Hours</b>			
Response Time	1 hour	Within 2 hours of start of next period of Operating Hours	Next Business Day
Completion Time	2 hours	End of next Business Day	5 Business Days

**2.5 HUMAN RESOURCES**

The Project Company shall:

- Adhere to prevailing wage requirements as defined by the California Labor Code;
- Provide qualified personnel to perform all of the FM Requirements during the full term of this contract; and
- Ensure that employees have all required professional certifications, current, valid, and on file, before starting work as well as uniform standards and security badging.

**2.6 MATERIAL, EQUIPMENT, AND SUBCONTRACT PURCHASES**

The Project Company shall:

- Purchase and manage all materials, equipment, and subcontracts to be used in the performance of these requirements.
- Maintain and manage sufficient materials and equipment readily available to support work requirements.



## **2.7 COMPUTER-AIDED FACILITIES MANAGEMENT SYSTEM**

The Project Company shall utilize a Computer-aided Facility Management system (“CAFM”) to manage the Port FM Facilities. The Port shall have access to the CAFM for auditing purposes and submission of SWO’s into the system. The CAFM, including hardware and software, should allow for the following facilities management functions for Covered Elements:

- Long-range and annual facility planning.
- Facility financial forecasting.
- Receiving, tracking, and recording SWOs.
- Work specifications, installation and space management.
- New construction and/or renovation.
- Maintenance and operations management and reporting.
- Subcontracts, suppliers, and personnel management.
- Customer satisfaction auditing.
- Document management.

The Project Company shall provide access to the Port to the building management system (the “BMS”) to control HVAC and lighting within the Port Headquarters Building.

## **3.0 FACILITY MANAGEMENT OPERATIONAL FUNCTIONS**

### **3.1 FACILITY MAINTENANCE AND REPAIR (FM&R) REQUIREMENTS**

The Project Company shall:

- Maintain the systems of the Port FM Facilities to minimize breakdowns and maximize habitability during normal hours of operation of a given facility for Covered Elements. All systems in the Covered Elements shall be available during Service Hours of a given facility unless specifically authorized by the Port or its designated representative. Any unscheduled corrective maintenance on Covered Elements shall be considered a breakdown. Should a breakdown result in the inability of the Port to access office and/or common space, the breakdown shall trigger Deductions as outlined in Appendix 10A of this Project Agreement.
- Submit a complete Operation Procedures Plan, as referenced in Exhibit C that will support operations & maintenance issues, including component replacement schedule, to include planning, budgeting, executing, equipping, and training, ensuring the most effective and efficient delivery of services of Covered Elements;
- Maintain the Covered Elements of the Port FM Facilities in accordance with the approved FM Plans, Service Standards and Best Management Practice;
- Ensure that all equipment and technologies are replaced or upgraded before they become obsolete; and

- Maintain a Facility Condition Index (FCI) score of 0.20 (i.e. 80%) or better for the following:
  - City Hall Building, Shared Facilities, Shared Rooms and Port FM Facilities as a unit.

The following table outlines the FM&R functions applicable to the Covered Elements of the Port FM Facilities :

**Table 2: FM&R Functions**

#	Service	Notes
1.	Routine and Emergency Maintenance Operations	Corrective and planned maintenance on infrastructure of the Covered Elements including routine and emergency response requirements. Work encompasses all typical trades and services customary to covered elements.
2.	Heating, Cooling, Ventilation & Power Plant Services	Ensuring the availability and operation of heating and cooling to the Port Headquarters Building at the line of demarcation for the Hot Water and Chilled Water Systems in accordance with Table 5 outlining responsibility delineations. Ensuring the availability and operation of heating and cooling to the New Parking Facility
3.	Fire Alarm and Life Safety Systems	Provision of on-going operations, testing, maintenance, certification, and support to fire alarm and mechanical control/release systems, emergency public communications;
4.	Roofing Systems	Provision for on-going roofing maintenance and management, including renewal of roofing systems and associated components.
5.	Environmental Health and Safety	Develop, implement and keep up-to-date a comprehensive program to address work place safety, training including waste management, pest management, indoor air quality, and mold management. Ensuring that buildings meet internal and external environmental and safety standards including all appropriate laws and codes
6.	Lifecycle Renewal	Ensure on-going operational serviceability of the building, site, equipment and systems through comprehensive replacement and renewal over time. Renewal components shall be replaced in form, substance and quality that meet or exceed the D&C Standards
7.	Parking Lot/ Structure	Provision, operation and maintenance of parking lot(s) or structure(s) for users, including parking and site traffic management services as outlined in Table 3 of this Appendix.
8.	Shipping/Receiving Resource Trash &	Provision, operation, and maintenance of receiving and shipping dock(s) including the management of a proactive recycling

#	Service	Notes
	Recycling Management	program address all relevant waste streams and to maintain compliance with LEED and Regulatory programs.
9.	Asset Management	Provision of services including inventory control for Real Properties (RP) and Real Properties Installed Equipment (RPIE), as well as items needed for O&M of the Covered Elements in the Port FM Facilities.
10.	Photovoltaic Panels	Provision and maintenance of photovoltaic panels and inverters including washing panels and providing lifecycle replacements per the Master Maintenance Plan.
11.	Vandalism and Graffiti Control of the Port Building Exterior	Proactive management of Vandalism when found on site. Proactive management and removal of graffiti based on performance standards. For further clarity, the Project Company shall be responsible for maintenance, repair or replacement due to Vandalism up to the threshold set forth in Section 9.5 of this Project Agreement.
12.	Vertical Transportation Systems	Provision of management of elevator service contracts as well as on-going asset upgrades to maintain operational serviceability over the Operating Period. Provision of one-hour on-site licensed elevator technician response to entrapments <u>24/7, regardless of during Operating Hours, and two-hour on-site licensed elevator technician response to entrapments during Non-Operating Hours.</u>

### 3.2 FACILITIES MAINTENANCE AND OPERATIONS

The preventative maintenance (“PM”) program shall be executed as scheduled with documentation maintained accurately and up to date at all times for Covered Elements. The Project Company shall update the PM program as necessary to reflect any changes in equipment inventory. Specifically, the Project Company shall:

- Utilize the CAFM to schedule and maintain the equipment history on all Real Property Installed Equipment (RPIE) and systems;
- Provide effective contingency and disaster response for major incidents and natural disasters. An emergency response manager must be available twenty-four hours a day, seven days a week (during non-business hours this may be an on-call person)
- Continue to provide essential Port FM Facilities infrastructure operations, maintenance and repair, and customer service during a crisis or emergency. Provide service twenty-four hours a day until the crisis is over, as directed;
- Be able to provide physical inventories and asset management of Real Property (RP), and Real Property Installed Equipment (RPIE);

- Submit maintenance status reports, which shall include Corrective Maintenance performed, response time metrics, completion metrics, completed PM, and deferred PM with associated justification, PM plans and schedules for the next 30 day period;
- Submit quality inspection reports , which shall detail the facilities maintenance and operations inspection by the Project Company, positive and negative findings, quality improvement activities, including details and explanations for service interruptions, emergency services and other non-standard service issues;
- Maintain fire protection and detection systems to comply with parameters defined in the original design and through commissioning. Inspection, testing, certification, and maintenance of installed fire detection systems shall be conducted by personnel trained/qualified in the maintenance and repair of the fire protection system or subsystem;
- Have fire protection, detection and safety systems tested and certified in accordance to local jurisdictions requirements and NFPA;
- Develop a Roof Management Plan (RMP), including the type of roof material, condition, and outline short and long term maintenance and replacement needs;

The Port will manage all shipping, receiving, and mail reception functions for the Port Facilities.

### **3.3 INFRASTRUCTURE MANAGEMENT**

The Project Company shall operate and maintain the infrastructure in the Covered Elements of the Port FM Facilities in a state and condition so as to provide continuous service and support during normal hours of operation consistent with applicable Federal, State, and Local ordinances. Infrastructure elements include the following:

- Pavements in the New Parking Facility
- Perform FM functions in accordance with the approved Master Maintenance Plan. The objective of the Master Maintenance Plan is to ensure that maintenance, operations, and capital improvement planning are practiced so as to reduce the life cycle costs of project ownership while maintaining standards.
- Provide a Master Maintenance Plan Port to show, at a minimum the following data: O&M activities performed last fiscal year, planned O&M activities for the following fiscal year, capital renewals performed last fiscal year, planned capital renewals for the following fiscal year, a five year Capital renewal project schedule with justifications for projects listed, and the current Facility Condition Index (FCI) for the Port FM Facilities. The annual report shall also include an updated Lifecycle-Major Equipment Repair and Replacement Schedule for the remainder of the Term. This schedule shall address all major infrastructure systems for applicable major systems for Port FM Facilities, their current status and their replacement schedule based on monitoring of ongoing conditions and life expectancy factors.

### 3.4 JANITORIAL SERVICES

The Project Company shall provide janitorial services that ensure that the New Parking Facility is clean, sanitary, and free of graffiti. The Project Company shall not create undue hazards as a byproduct of janitorial operations. A sufficient weekly inventory shall be maintained and disposal of waste be handled in a suitable manner.

The Project Company shall:

- Provide green janitorial service in accordance with the approved Operating Procedures Plan (as described in Exhibit C);
- Appropriately staff the janitorial services in accordance with the janitorial service schedules; and
- Perform quality assurance in accordance with the approved Continuous Quality Assurance Plan (as described in Exhibit C) and document in the quality inspection report.

### 3.5 PARKING SERVICES

The Project Company will have primary responsibility for the overall daily operation and management of the parking structures that service the Port Facilities as outlined in Table 3:

**Table 3: Parking Responsibility Matrix**

	New Parking Facility		Comments
	O&M	LC	
Revenue collection	P		
Manned security	P		Stationary or full time manned security
Security patrols	P		Drive through or walk through rounds.
Control of gates	P		Gate control for non-badged entry
Card readers	P	P	
Gate maintenance and repair	P	P	Broadway: gates and revenue system
Badge issuing and control	P/C		
Roll up doors	P	P	no roll up doors on Lincoln ramp
Waste and garbage management	PC		

Garage cleaning	PC		
Garage waste/trash pickup	PC		
Electric Charging Stations	P	P	Maintenance and Life Cycle
Elevator maintenance and lifecycle	PC	PC	
Changing Lights	PC	PC	City work by City parking contractor
Pavement striping		PC	
Pavement maintenance and lifecycle	PC	PC	
Fire suppression	P	P	
Fire annunciation	PC	PC	
Security cameras	P	P	Maintenance and Observation
Painting and general maintenance	PC		
HVAC Ventilation & Controls	PC	PC	Port will have access and control Port building HVAC and temperatures
Dewatering pumps and pits	PC		
Floor drains	PC	PC	
Structural Maintenance and Lifecycle	PC	PC	Existing

Notes:

O&M (operations & maintenance) consists of daily operations, maintenance, minor repairs, and consumables

LC (lifecycle) consists of lifecycle replacements and major repairs

PC – Project Company

P – Port

In addition to Table 3, the Project Company shall:

- Be responsible for management of any special identification devices (such as permits and bumper stickers) required to indicate allowed usage of parking;
- Maintain accounts and records that reflect total operation of each of the parking areas separately;

and

- Post a notice of person(s) to be called in case of emergencies and shall immediately advise the Port of any changes in the notice

### **3.6 PEST CONTROL SERVICES**

Project Company will provide pest control services for the New Parking Facility and levels B1 and B2 of the Port Headquarters Building. The objective of pest management is to protect public health and property by controlling insects, rodents and other pests or organisms while minimizing the use of pesticides. The Project Company shall use integrated pest management techniques to achieve these objectives.

The Project Company shall:

- Provide material safety data sheet report detailing all proposed chemicals for use within the pest control function; and
- Perform quality assurance according to the approved continuous quality assurance plan and document in the Quality Inspection Report.
- Solid waste collection, recycling, and removal.

Trash and recycling material disposal from the dock shall be Project Company's responsibility. Port shall be responsible for collection and removal to the Dock area.

Project Company shall:

- Generate a Quarterly Waste Diversion Report. Report shall include Solid waste removed, recycle volumes per type, trending data showing each activity, volumes, and trends,
- Provide waste services in parking areas as delineated in section 3.6 – Parking Services; and
- Generate a quarterly Legislated Waste/Recycling Report.

### **4.0 PORT FM SERVICES**

The Project Company shall provide certain facilities management services described throughout this schedule for the Covered Elements of the Port Facilities as outlined in this section (the "Port FM Services"). The Port FM Services are outlined in the table below:

**Table 4: Port FM Services Responsibility Matrix**

System/Component	Daily Operations, Maintenance, Minor Repairs		Lifecycle Replacements & Major Repairs		Notes
	Project Company	Port	Project Company	Port	
Building Systems Maintenance Services		x		x	HVAC (heating, ventilation, air conditioning), BAS (Building Automation System) - using access to Project Company's BMS
Interior Finishes, Plumbing, Electrical System, Lighting		x		x	Doors, windows & treatments, flooring, ceiling, electrical systems (electrical panels and distribution)
Call Center/Help Desk		x		n/a	Port is primary service provider and transfers Fire Alarm System Service Work Order calls to the Project Company
Reporting and Record Keeping per the FM Standards	x		n/a	n/a	For services and systems under the Project Company scope
City/Port Underground Parking	x		x		Ventilation systems, sump pump, sprinkler pump, cleaning, striping and surface maintenance
IT Systems		x		x	During the Operating Period, the Port or the Project Company (or the City, if applicable) may propose to install shared utilities, connections or infrastructure beyond such items in place as of the Occupancy Date of the Port Headquarters Building. Upon mutual agreement of the Port and the Project Company (and the City, if applicable), the Port and the Project Company (and the City, if applicable) may agree to arrange for such installation and to share the costs of such installation and maintenance in such manner as the Port and the Project Company (and the City, if applicable) agree
Furniture & Equipment		x		x	Except for Project Company Activities



System/Component	Daily Operations, Maintenance, Minor Repairs		Lifecycle Replacements & Major Repairs		Notes
	Project Company	Port	Project Company	Port	
Security Systems – City/Port Underground Parking & Port Headquarters Building		x		x	Includes access control (cards and readers), CCTV cameras (interior and exterior plus video storage and monitors), network equipment, roll-up door for Civic Center parking and parking gates (IT and gate mechanisms), duress system
Security Services – Civic Center Parking & Port Headquarters Building		x		x	Staffing and patrols
Pest Control Services – Interior		x	n/a	n/a	
Pest Control Services – Civic Plaza, New Parking Facility, B1 & B2 under Port	x		n/a	n/a	Project Company to request escorted access to secure areas
Solid Waste Collection, Recycling, and Removal		x	n/a	n/a	Project Company to arrange for collection; Port to transfer to loading dock waste
Janitorial Services		x	n/a	n/a	Includes Port Headquarters Building and Port spaces in B1 and B2
Window Washing, Interior		x	n/a	n/a	Includes exterior glass panels up to a reachable height
Window Washing, Exterior	x		n/a	n/a	Above ground floor - includes graffiti removal
Building Envelope, Exterior	x		x		Includes roof, windows (all floors), and photovoltaic system. Does not include exterior doors, door hardware or moveable elements - includes graffiti removal
Fire Alarm System – City/Port Underground Parking & Port Headquarters Building	x		x		Project Company to manage this service across the campus; Project Company to request escorted access to secure areas.
Elevator; Port Headquarters Building	x		x		Project Company to request escorted access to secured areas
Civic Garage and Dock HVAC	x		x		Project Company responsible for maintenance and lifecycle for HVAC equipment

System/Component	Daily Operations, Maintenance, Minor Repairs		Lifecycle Replacements & Major Repairs		Notes
	Project Company	Port	Project Company	Port	
Civic Garage and Dock Security		x		x	Port responsibilities include manned security, gate control, roll-up doors, card readers, and security cameras.
Civic Garage and Dock Interior	x		x		Project Company responsible for deck maintenance and striping, fire systems maintenance and lifecycle, cleaning and trash pick-up, lighting systems maintenance and lifecycle, dewatering and drainage systems maintenance and lifecycle.
Distributed Antenna System (DAS) for cellular/PMRS	x		x		

For further clarity, delineation of areas of responsibility for the services provided by Project Company for certain systems and components are outlined in the table below:

**Table 5: Port FM Facilities Responsibility Delineation**

System/Component	Point of Delineation	
	Project Company	Port
Roof	All roof components, fasteners, connection points, roof insulation including ongoing roofing maintenance and management, including renewal of roofing and	Elements below the roof
Building Exterior	Curtainwall, caulking, sealing, exterior curtainwall cleaning, pointing (as required); graffiti removal	Interior cleaning, exterior entrance cleaning, all entrance and exit doors, hardware, openers, signage, and security.
Domestic Water Systems	Service to the Port building up to the entrance flange into the Port building	All domestic water systems in the Port building
Electrical Systems	Drivers for exterior lighting and PV system (inverters/panels)	All electrical systems from transformer to the Port building except as noted
Heating Hot Water System	Piping up to the supply and return entry flanges into the Port Facility or at the building entry if no flanges. System water treatment at the Central Utility Plant	All interior building piping, supply and return, inside the facility and all connected equipment in the Port Building including all maintenance and operations of hot water systems

System/Component	Point of Delineation	
	Project Company	Port
Heating Hot Water Control	Delivery of hot water at specified temperature +/- 10 Def and required capacity to satisfy the D&C Standards	Full operational control of the hot water system including maintenance and operations of the building control systems
Chilled Water System	Piping up to the supply and return entry flanges into the Port facility. System water treatment will be at the Central Utility Plant.	All interior building piping, supply and return, inside the facility and all connected equipment in the Port building including all maintenance and operations of chilled water systems.
Chilled Water Control	Delivery of chilled water at specified temperature +/- 4 Def and required capacity to satisfy the D&C standards	Full operational control of the chilled water system including maintenance and operations of the building control systems.

## 5.0 CONTINUOUS QUALITY ASSURANCE

### 5.1 CONTINUOUS QUALITY ASSURANCE PLAN

The Project Company shall prepare a Continuous Quality Assurance Plan (CQAP) for the Port FM Facilities that shall be reviewed and approved, not unreasonably withheld, by the Port, shall be developed using the ISO 9001 Standard as a guide and, at a minimum, shall include;

- An inspection system covering the FM services as set forth in this Appendix; specifying areas to be inspected on a scheduled basis and an unscheduled basis;
- A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable;
- Provide Key Performance Indicators (KPIs) to be used by Project Company personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory contract performance;
- Provide data which allows the Port to easily verify Project Company performance;
- Describe how Project Company processes shall be changed to continually improve performance;
- Provide management level metrics that verify compliance with the FM scope contained in this Appendix and gives trend data needed for the Port measure the effectiveness of the project management program;
- Provide a system for recording, addressing, and correcting unplanned system failures, and poor quality work with respect to the Project Company's services;

- Provide a system for receiving occupant feedback and satisfaction with the Project Company's services;
- Provide a system to identify and prevent technology obsolescence; and:
- The system shall include methods for escalation procedures as well as the publishing results of its own CQAP program.

**Exhibit A: Service Standards**

<b>SERVICE STANDARDS PORT FM FACILITIES</b>	
<b>BUILDINGS AND BUILDING ELEMENTS</b>	
<b>General</b>	In general, all elements of roof, building exteriors, fire alarm system, elevators and the New Parking Facility shall at all times be functional, operational and satisfy the same performance requirements as required for Substantial Completion, subject to reasonable wear and tear, which is in turn subject to maintenance, repair and replacement obligations as set out in Appendix 8.
<b>Building Envelope, External</b>	<ul style="list-style-type: none"> <li>• Sound, secure and weatherproof where appropriate.</li> <li>• Free from damp penetration or spalling.</li> <li>• Claddings, copings and parapets, soffits/fascia are structurally sound and secure.</li> <li>• Free from pests.</li> <li>• Free from debris and moss growth.</li> <li>• Substantially free from bird droppings.</li> <li>• Substantially free from unsightly stains and blemishes.</li> <li>• Exterior glazed curtain wall system shall be maintained clean and free of dirt, dust, and water spots. For clarity this obligation will be met through a washing regimen of 2 times per year.</li> <li>• Roof shall be watertight and maintained in accordance with manufacturer's recommendations.</li> </ul>
<b>Fire Management Systems</b>	<ul style="list-style-type: none"> <li>• Fire alarm system shall be maintained in accordance with all relevant codes and standards.</li> </ul>
<b>Hot &amp; Cold Water Systems</b>	<ul style="list-style-type: none"> <li>• Deliver water to the demarcation point at the specified temperatures and flow rates as required to serve the Facility needs without undue noise and vibration.</li> </ul>
<b>Garage Surfaces</b>	<ul style="list-style-type: none"> <li>• Sound, safe, and even surface with no potholes.</li> <li>• Curbs and edgings are sound.</li> <li>• Road markings, signage and parking stripes are clear and complete.</li> </ul>
<b>Conveying Systems</b>	<ul style="list-style-type: none"> <li>• Elevators operate to the manufacturer specifications and the D&amp;C Standards.</li> </ul>

**Exhibit B: Key Performance Indicators**

<b>KPI #</b>	<b>KPI</b>	<b>Frequency</b>	<b>How to Measure</b>	<b>Metric</b>
P1	Service Work Order (SWO): Response Time	Monthly	Emergency/ Urgent: # of SWO's not responded to in time.	LL: 2
			Other: Total number of SWO's that are within acceptable response timeframes divided by total work order closed X 100%.	
P2	SWO: Completion Time	Monthly	Total number of SWO's completed on time divided by the total number of SWO's X 100%.	LL: 94%
P3	Preventive Maintenance (PM)	Monthly	Total number of Preventative Maintenance SWO's scheduled for the current month divided by the total number of open Preventative Maintenance SWO's X 100%.	LL: 90%
P4	Elevator Operations	Quarterly	Average performance for each set of elevators serving a zone or space all measured against D&C Standards.	LL: 90%
P7	FM Documentation	Quarterly	Project Company compliance with contract reporting requirements for FM plans, reports, and other documentation associated in-scope Port elements .	LL: 94%

### Exhibit C: FM Reporting Requirements

Report #	Name of Report	Description	Frequency
1-P	Service Request (Work Order) Summary Report	The report shall include: demand service requests performed, response time metrics, completion metrics, completed PM activities, and any deferred PM activities with associated justification.	Monthly, Annually
2-P	System and Utility Availability Report	Report showing disruptions to due to O&M activities. Report will show all system outages, approved outages, system failures, unapproved outages, and overall system availability metrics associated with the Chilled Water Hot Water Systems.	Quarterly, Annually
3-P	Customer Service and Support Plan	Plan shall include customer interface protocols, work order process and resolution, scheduling and dispatch, service coordination, emergency response and communication protocols.	Annually
4-P	Master Facility Disaster Response and Business Continuity Plan	This plan will address major accident and disaster response management, continuity of essential services during emergencies, and building evacuation plans.	Annually
5-P	EH&S Plan	Project Company shall provide a plan to establish measures to be taken to comply with Federal, State, and Local ordinances on environmental, health, and safety issues, including California OSHA requirements. Includes Material Safety Data Sheet (MSDS) reporting detailing all proposed chemical for use within the janitorial, landscaping, and pest control functions. Chemicals must be approved by the City prior to use. In addition, EH&S plans shall include Permit Compliance Reporting, and the site Refrigerant Management Plan.	Annually
6-P	Operating Procedures Plan	Plan that is in compliance with Port requirements.	Annually
7-P	Master Maintenance and Life Cycle Plan	Project Company shall develop a program designed to manage Demand, Planned and lifecycle maintenance factors for the Port scope including roof, building exteriors, fire alarm system and Civic Parking Garage In Scope elements. Initial plan shall be a program for planned and lifecycle maintenance. Plan shall also address major systems and their current replacement schedule based on FCI and life expectancy factors as per building design parameters.	Annually

		Plan to include the roofing system throughout its life cycle.	
8-P	Annual Operations and Maintenance Report	Report shall include planned O&M versus actual O&M costs, planned capital projects, actual capital projects, explanation for variance between these two components, next 12 month planned maintenance activities, 5-year projected capital renewal projects and associated justifications, FCI performance updates, and lifecycle repair and replacement schedule for major equipment associated with the roof, building exteriors, fire alarm system and Civic Parking Garage In Scope elements.	Annually
9-P	Continuous Quality Assurance Plan	Requirements as specified in Section 1.4 of Appendix 8.	Quarterly
10-P	Emergency Action Report	Report generated with 24 hours of an Emergency Response. Report shall include: description of emergency, name of responding technician; date and time of emergency, impact to City; remediation activities, current status, plan for final resolution, future activities to mitigate future reoccurrences.	As Needed/Per Occurrence
11-P	Incident Report	Report generated based on a security incident or that resulting in property, vehicular, or other damage, including vehicle, customer, and required remediation/repair plans.	As Needed/Per Occurrence
12-P	Elevator Performance Report	Detailing the performance and reliability of all elevators within the building as determined by the elevator controls system provided with the elevators.	Quarterly, Annually



## EXHIBIT D

### APPENDIX 8 A - REDLINE

#### APPENDIX 8A

#### FM STANDARDS – PORT FM FACILITIES

### 1.0 DEFINITIONS

In this Appendix, in addition to the definitions set out in this Project Agreement:

“Approved FM Plans” means FM Plans described in Exhibits C that have been reviewed and approved by the City and Port. Initial plans will be provided 8 months prior to facility Substantial Completion for review and comment from the City. The Project Company, the City and Port will agree upon a schedule for review and approval at delivery of the initial plans ensuring the plans are approved upon Substantial Completion.

“Best Management Practice” has the meaning specified in section 1.1 of this Project Agreement.

“BMS” has the meaning specified in Section 2.7 of this Appendix 8A.

“CAFM” has the meaning specified in Section 2.7 of this Appendix 8A.

“Central Utility Plant and Utility Yard” has the meaning specified in section 1.1 of this Project Agreement

“City Facilities” has the meaning specified in section 1.1 of this Project Agreement.

“City FM Requirements” are the portion of the FM Requirements that pertain to the City Facilities, Shared Facilities, and Shared Rooms.

“City Hall Building” has the meaning specified in section 1.1 of this Project Agreement.

“Civic Plaza” has the meaning specified in section 1.1 of this Project Agreement.

“Completion Time” has the meaning specified in Appendix 10A to this Project Agreement.

“Covered Elements” has the meaning specified in Section 2.1 of this Appendix 8A.

“Facility Condition Index (FCI)” means an industry-standard metric that objectively measures the current condition of a facility, allowing comparison both within and among institutions. To determine FCI for any given set of assets, the total cost of remedying deferred maintenance requirements is divided by the current replacement value.

“FM Reports” has the meaning specified in section 2.4.1 of this Appendix 8A.

“FM Requirements” has the meaning specified in section 1.1 of this Project Agreement.

“FM Services” has the meaning specified in section 1.1 of this Project Agreement.

“Key Performance Indicator (KPI)” means a description of the level of performance that Project Company must achieve to attain compliance with the allotted output specification, as outlined in Exhibit B of this Appendix 8A.

“Library” has the meaning specified in section 1.1 of this Project Agreement

“Lincoln Park” has the meaning specified in section 1.1 of this Project Agreement

“Loading Docks and Ramps” has the meaning specified in Section 1.1 of this Project Agreement.

“Minor Repair” means work that is valued at less than \$500.00 per SWO including Labor and Materials.

“Occupancy Date” has the meaning specified in section 1.1 of this Project Agreement.

“Operating Hours” has the meaning specified in section 2.3 of this Appendix 8A.

“Operating Period” has the meaning specified in specified in section 1.1 of this Project Agreement

“PM” has the meaning specified in section 3.2 of this Appendix 8A.

“Port” has the meaning specified in section 1.1 of this Project Agreement.

“Port FM Services” has the meaning specified in section 1.3.10 of this Appendix 8A.

“Project Agreement” has the meaning specified in section 1.1 of this Project Agreement.

“Project Company” has the meaning specified in section 1.1 of this Project Agreement.

“Real Property (RP)” means land, buildings, structures, utility systems, and improvements and appurtenances thereto permanently annexed to land within the court building property and the existing parking structures. Also includes collateral equipment (i.e., building-type equipment, built-in equipment and fixed equipment).

“Real Property Installed Equipment (RPIE)” means items of equipment that are affixed, specifically and uniquely designed for or built into the project as an integral part of the project. Equipment that is an integral part of the project, which if removed would destroy or reduce the usefulness of the project, heating, cooling, and electrical system and included in the cost of construction.

“Regularly Scheduled Events” means official events scheduled by the executive assistant to the Board of Harbor Commissioners, including without limitation City Council meetings and meetings of the Board of Harbor Commissioners.

“Response Time” means the time between when the SWO is placed and Project Company personnel are either at the location of the SWO actively working or reporting to the requested party in order to gain additional information and provide scheduling information relevant to the SWO.

“Service Fee” has the meaning specified in section 1.1 of this Project Agreement.

“Service Hours” has the meaning specified in section 2.3 of this Appendix 8A.

“Service Standards” means the performance standards ascribed to the Port FM Services as outlined in Exhibit A to this Appendix 8A.

“Service Work Order (SWO)” means a City, building occupant, or Project Company generated work document within the CAFM. Classifications of Service Work Orders are as specified in the FM Standards.

“Shared Facilities” has the meaning specified in section 1.1 of this Project Agreement.

“Shared Rooms” has the meaning specified in section 1.1 of this Project Agreement.

## **2.0 PROJECT COMPANY RESPONSIBILITIES**

### **2.1 GENERAL RESPONSIBILITIES**

The Project Company shall operate, maintain, repair, replace and manage the Port FM Facilities Covered Elements outlined in Table 4.0 on a 24-hour per day, 7-day per week basis during the Term in accordance with the FM Requirements. The Project Company shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as defined herein and maintain a level of operations consistent with the Service Standards and Best Management Practice. The Project Company shall provide guidance and coordination with the Port to ensure effective and economical operation of all activities described herein. Work shall include: management services, dispatching, real property maintenance, operations, repairs, major capital improvements, life cycle renewals; engineering services, environmental services, planning, programming, minor design and remodel services; and emergency services for those specific elements described in Tables 3.0 and 4.0.

This section is intended to set out elements of Project Services provided to the Port. Any ambiguity on covered scope within the schedule or elsewhere in this contract documents will be governed by the scope matrix in Table 4.0. Any reference to 'Covered Elements' in this schedule are intended to refer to those elements covered by Project Company as represented in Table 4.0

### **2.2 OUTLINE OF RESPONSIBILITIES**

The Project Company's responsibilities include the following and as further defined in this Appendix, for Covered Elements:

- Facilities maintenance and repair
- Building facilities maintenance and operations
- Parking Services
- Pest Control
- Continuous Quality Assurance.

### **2.3 OPERATING HOURS AND SERVICE HOURS**

The Project Company shall ensure the facilities are fully operational within the following hours of operation (the "Operating Hours"):

- Port Headquarters Building: from 6:00 a.m. to 8:00 p.m. (0600-2000) Monday through Friday, and Regularly Scheduled Events, except holidays officially observed by the Port
- New Parking Facility: at a minimum, shall be commensurate with City Hall Building Operating Hours (as defined in Appendix 8) and Port Headquarters Building Operating Hours (above) with the following additions:

- Saturdays and Sundays should be available to staff working outside normal working hours with air-handling equipment operating from 8:00 a.m. to 12:00 a.m. on Saturday

Further, the Port Headquarters Building and the New Parking Facility shall be available on a 24-hour per day, 7-day per week basis to City and Port staff working outside Operating Hours, except to the extent of necessary maintenance or repairs scheduled to minimize interference with City and Port operations.

Where part of the Project Company FM Requirements, the Project Company shall make the respective facilities available for use by Port employees and shall include hours in which the facilities may not be necessarily open to the public (the “Service Hours”). The Service Hours shall be as outlined below:

- Port Headquarters Building: from 6:00 a.m. to 8:00 p.m. (0600-2000) Monday through Friday, and Regularly Scheduled Events, except Port holidays officially observed by the Port
- New Parking Facility: at a minimum, shall be commensurate with City Hall Building and Port Headquarters Building normal hours of operation (above)

Further, the Port Headquarters Building, and the New Parking Facility shall be available on a 24-hour per day, 7-day per week basis to City and Port staff working outside Service Hours, except to the extent of necessary maintenance or repairs scheduled to minimize interference with Port operations.

## 2.4 CUSTOMER SERVICE AND SUPPORT

The Project Company shall develop a detailed plan to address customer service and work support management for all Port scope defined in Table 4.0; incorporating the approach to customer interface procedures and protocols, work reception, scheduling, and dispatch for all maintenance requirements.

### 2.4.1 FM Reporting

The Project Company shall be responsible for periodic FM Reporting Requirements (the “Port FM Reports”) to Port as set out in Exhibit C. The format of the Port FM Reports will be subject to approval, not unreasonably withheld, by the Port prior to the Port Occupancy Date. The format of such reports will be amended and changed during the term of the Agreement as agreed by the Project Company and the Port, both acting reasonably. The Project Company will develop, maintain, and submit all required plans, reports, and project documents in accordance with Exhibit C.

### 2.4.2 Response Time

The Project Company shall respond to and complete all Service Work Orders (SWOs) within the times indicated in Table 1 below for Covered Elements on the Port scope as defined in Table 4.0 based on the following prioritization scheme:

- **Priority 1 – Emergency**, immediate response required – Situations requiring immediate action to return the Port FM Facilities to normal operations, stopping accelerated deterioration, or correcting a safety hazard that imminently threatens life or serious injury to the public, and/or City or Port employees.

- **Priority 2 – Urgent**, necessary but not yet critical – Situations that will imminently become critical, if not corrected expeditiously, includes intermittent interruptions and/or potential safety hazards.
- **Priority 3 – Routine** – Conditions requiring appropriate attention to preclude deterioration or potential downtime and associated damage or higher costs if deferred further. Items representing a practical improvement to existing conditions. These items are not required for the most basic functions of the Port FM Facilities but will improve the overall usability, accessibility, and/or reduce long term maintenance.

Failure to meet the Key Performance Indicators (KPIs) outlined in Exhibit B hereto for SWO Response Time and Completion Time will result in performance deductions to the Port FM Fee as set forth in Appendix 10A.

**Table 1: Service Work Order Response and Completion Times**

Severity	Emergency	Urgent	Routine
Priority	1	2	3
<b>During Operating Hours</b>			
Response Time	10 minutes	2 hours	24 hours
Completion Time	2 hours	8 hours	5 Business Days
<b>Outside Operating Hours</b>			
Response Time	1 hour	Within 2 hours of start of next period of Operating Hours	Next Business Day
Completion Time	2 hours	End of next Business Day	5 Business Days

**2.5 HUMAN RESOURCES**

The Project Company shall:

- Adhere to prevailing wage requirements as defined by the California Labor Code;
- Provide qualified personnel to perform all of the FM Requirements during the full term of this contract; and
- Ensure that employees have all required professional certifications, current, valid, and on file, before starting work as well as uniform standards and security badging.

**2.6 MATERIAL, EQUIPMENT, AND SUBCONTRACT PURCHASES**

The Project Company shall:

- Purchase and manage all materials, equipment, and subcontracts to be used in the performance of these requirements.
- Maintain and manage sufficient materials and equipment readily available to support work requirements.

## **2.7 COMPUTER-AIDED FACILITIES MANAGEMENT SYSTEM**

The Project Company shall utilize a Computer-aided Facility Management system (“CAFM”) to manage the Port FM Facilities. The Port shall have access to the CAFM for auditing purposes and submission of SWO’s into the system. The CAFM, including hardware and software, should allow for the following facilities management functions for Covered Elements:

- Long-range and annual facility planning.
- Facility financial forecasting.
- Receiving, tracking, and recording SWOs.
- Work specifications, installation and space management.
- New construction and/or renovation.
- Maintenance and operations management and reporting.
- Subcontracts, suppliers, and personnel management.
- Customer satisfaction auditing.

Document management.

The Project Company shall provide access to the Port to the building management system (the “BMS”) to control HVAC and lighting within the Port Headquarters Building.

## **3.0 FACILITY MANAGEMENT OPERATIONAL FUNCTIONS**

### **3.1 FACILITY MAINTENANCE AND REPAIR (FM&R) REQUIREMENTS**

The Project Company shall:

- Maintain the systems of the Port FM Facilities to minimize breakdowns and maximize habitability during normal hours of operation of a given facility for Covered Elements. All systems in the Covered Elements shall be available during Service Hours of a given facility unless specifically authorized by the Port or its designated representative. Any unscheduled corrective maintenance on Covered Elements shall be considered a breakdown. Should a breakdown result in the inability of the Port to access office and/or common space, the breakdown shall trigger Deductions as outlined in Appendix 10A of this Project Agreement.
- Submit a complete Operation Procedures Plan, as referenced in Exhibit C that will support operations & maintenance issues, including component replacement schedule, to include planning, budgeting, executing, equipping, and training, ensuring the most effective and efficient delivery of services of Covered Elements;
- Maintain the Covered Elements of the Port FM Facilities in accordance with the approved FM Plans, Service Standards and Best Management Practice;
- Ensure that all equipment and technologies are replaced or upgraded before they become obsolete; and

- Maintain a Facility Condition Index (FCI) score of 0.20 (i.e. 80%) or better for the following:
  - City Hall Building, Shared Facilities, Shared Rooms and Port FM Facilities as a unit.

The following table outlines the FM&R functions applicable to the Covered Elements of the Port FM Facilities :

**Table 2: FM&R Functions**

#	Service	Notes
1.	Routine and Emergency Maintenance Operations	Corrective and planned maintenance on infrastructure of the Covered Elements including routine and emergency response requirements. Work encompasses all typical trades and services customary to covered elements.
2.	Heating, Cooling, Ventilation & Power Plant Services	Ensuring the availability and operation of heating and cooling to the Port Headquarters Building at the line of demarcation for the Hot Water and Chilled Water Systems in accordance with Table 5 outlining responsibility delineations. Ensuring the availability and operation of heating and cooling to the New Parking Facility
3.	Fire Alarm and Life Safety Systems	Provision of on-going operations, testing, maintenance, certification, and support to fire alarm and mechanical control/release systems, emergency public communications;
4.	Roofing Systems	Provision for on-going roofing maintenance and management, including renewal of roofing systems and associated components.
5.	Environmental Health and Safety	Develop, implement and keep up-to-date a comprehensive program to address work place safety, training including waste management, pest management, indoor air quality, and mold management. Ensuring that buildings meet internal and external environmental and safety standards including all appropriate laws and codes
6.	Lifecycle Renewal	Ensure on-going operational serviceability of the building, site, equipment and systems through comprehensive replacement and renewal over time. Renewal components shall be replaced in form, substance and quality that meet or exceed the D&C Standards
7.	Parking Lot/ Structure	Provision, operation and maintenance of parking lot(s) or structure(s) for users, including parking and site traffic management services as outlined in Table 3 of this Appendix.
8.	Shipping/Receiving Resource Trash &	Provision, operation, and maintenance of receiving and shipping dock(s) including the management of a proactive recycling

#	Service	Notes
	Recycling Management	program address all relevant waste streams and to maintain compliance with LEED and Regulatory programs.
9.	Asset Management	Provision of services including inventory control for Real Properties (RP) and Real Properties Installed Equipment (RPIE), as well as items needed for O&M of the Covered Elements in the Port FM Facilities.
10.	Photovoltaic Panels	Provision and maintenance of photovoltaic panels and inverters including washing panels and providing lifecycle replacements per the Master Maintenance Plan.
11.	Vandalism and Graffiti Control of the Port Building Exterior	Proactive management of Vandalism when found on site. Proactive management and removal of graffiti based on performance standards. For further clarity, the Project Company shall be responsible for maintenance, repair or replacement due to Vandalism up to the threshold set forth in Section 9.5 of this Project Agreement.
12.	<u>Vertical Transportation Systems</u>	<u>Provision of management of elevator service contracts as well as on-going asset upgrades to maintain operational serviceability over the Operating Period. Provision of one-hour on-site licensed elevator technician response to entrapments during Operating Hours, and two-hour on-site licensed elevator technician response to entrapments during Non-Operating Hours.</u>

### 3.2 FACILITIES MAINTENANCE AND OPERATIONS

The preventative maintenance (“PM”) program shall be executed as scheduled with documentation maintained accurately and up to date at all times for Covered Elements. The Project Company shall update the PM program as necessary to reflect any changes in equipment inventory. Specifically, the Project Company shall:

- Utilize the CAFM to schedule and maintain the equipment history on all Real Property Installed Equipment (RPIE) and systems;
- Provide effective contingency and disaster response for major incidents and natural disasters. An emergency response manager must be available twenty-four hours a day, seven days a week (during non-business hours this may be an on-call person)
- Continue to provide essential Port FM Facilities infrastructure operations, maintenance and repair, and customer service during a crisis or emergency. Provide service twenty-four hours a day until the crisis is over, as directed;
- Be able to provide physical inventories and asset management of Real Property (RP), and Real Property Installed Equipment (RPIE);



- Submit maintenance status reports, which shall include Corrective Maintenance performed, response time metrics, completion metrics, completed PM, and deferred PM with associated justification, PM plans and schedules for the next 30 day period;
- Submit quality inspection reports , which shall detail the facilities maintenance and operations inspection by the Project Company, positive and negative findings, quality improvement activities, including details and explanations for service interruptions, emergency services and other non-standard service issues;
- Maintain fire protection and detection systems to comply with parameters defined in the original design and through commissioning. Inspection, testing, certification, and maintenance of installed fire detection systems shall be conducted by personnel trained/qualified in the maintenance and repair of the fire protection system or subsystem;
- Have fire protection, detection and safety systems tested and certified in accordance to local jurisdictions requirements and NFPA;
- Develop a Roof Management Plan (RMP), including the type of roof material, condition, and outline short and long term maintenance and replacement needs;

The Port will manage all shipping, receiving, and mail reception functions for the Port Facilities.

### **3.3 INFRASTRUCTURE MANAGEMENT**

The Project Company shall operate and maintain the infrastructure in the Covered Elements of the Port FM Facilities in a state and condition so as to provide continuous service and support during normal hours of operation consistent with applicable Federal, State, and Local ordinances. Infrastructure elements include the following:

- Pavements in the New Parking Facility
- Perform FM functions in accordance with the approved Master Maintenance Plan. The objective of the Master Maintenance Plan is to ensure that maintenance, operations, and capital improvement planning are practiced so as to reduce the life cycle costs of project ownership while maintaining standards.
- Provide a Master Maintenance Plan Port to show, at a minimum the following data: O&M activities performed last fiscal year, planned O&M activities for the following fiscal year, capital renewals performed last fiscal year, planned capital renewals for the following fiscal year, a five year Capital renewal project schedule with justifications for projects listed, and the current Facility Condition Index (FCI) for the Port FM Facilities. The annual report shall also include an updated Lifecycle-Major Equipment Repair and Replacement Schedule for the remainder of the Term. This schedule shall address all major infrastructure systems for applicable major systems for Port FM Facilities, their current status and their replacement schedule based on monitoring of ongoing conditions and life expectancy factors.

### 3.4 JANITORIAL SERVICES

The Project Company shall provide janitorial services that ensure that the New Parking Facility is clean, sanitary, and free of graffiti. The Project Company shall not create undue hazards as a byproduct of janitorial operations. A sufficient weekly inventory shall be maintained and disposal of waste be handled in a suitable manner.

The Project Company shall:

- Provide green janitorial service in accordance with the approved Operating Procedures Plan (as described in Exhibit C);
- Appropriately staff the janitorial services in accordance with the janitorial service schedules; and
- Perform quality assurance in accordance with the approved Continuous Quality Assurance Plan (as described in Exhibit C) and document in the quality inspection report.

### 3.5 PARKING SERVICES

The Project Company will have primary responsibility for the overall daily operation and management of the parking structures that service the Port Facilities as outlined in Table 3:

**Table 3: Parking Responsibility Matrix**

	New Parking Facility		Comments
	O&M	LC	
Revenue collection	P		
Manned security	P		Stationary or full time manned security
Security patrols	P		Drive through or walk through rounds.
Control of gates	P		Gate control for non-badged entry
Card readers	P	P	
Gate maintenance and repair	P	P	Broadway: gates and revenue system
Badge issuing and control	P/C		
Roll up doors	P	P	no roll up doors on Lincoln ramp
Waste and garbage management	PC		

Garage cleaning	PC		
Garage waste/trash pickup	PC		
Electric Charging Stations	P	P	Maintenance and Life Cycle
Elevator maintenance and lifecycle	PC	PC	
Changing Lights	PC	PC	City work by City parking contractor
Pavement striping		PC	
Pavement maintenance and lifecycle	PC	PC	
Fire suppression	P	P	
Fire annunciation	PC	PC	
Security cameras	P	P	Maintenance and Observation
Painting and general maintenance	PC		
HVAC Ventilation & Controls	PC	PC	Port will have access and control Port building HVAC and temperatures
Dewatering pumps and pits	PC		
Floor drains	PC	PC	
Structural Maintenance and Lifecycle	PC	PC	Existing

Notes:

O&M (operations & maintenance) consists of daily operations, maintenance, minor repairs, and consumables

LC (lifecycle) consists of lifecycle replacements and major repairs

PC – Project Company

P – Port

In addition to Table 3, the Project Company shall:

- Be responsible for management of any special identification devices (such as permits and bumper stickers) required to indicate allowed usage of parking;
- Maintain accounts and records that reflect total operation of each of the parking areas separately;

and

- Post a notice of person(s) to be called in case of emergencies and shall immediately advise the Port of any changes in the notice

### **3.6 PEST CONTROL SERVICES**

Project Company will provide pest control services for the New Parking Facility and levels B1 and B2 of the Port Headquarters Building. The objective of pest management is to protect public health and property by controlling insects, rodents and other pests or organisms while minimizing the use of pesticides. The Project Company shall use integrated pest management techniques to achieve these objectives.

The Project Company shall:

- Provide material safety data sheet report detailing all proposed chemicals for use within the pest control function; and
- Perform quality assurance according to the approved continuous quality assurance plan and document in the Quality Inspection Report.
- Solid waste collection, recycling, and removal.

Trash and recycling material disposal from the dock shall be Project Company's responsibility. Port shall be responsible for collection and removal to the Dock area.

Project Company shall:

- Generate a Quarterly Waste Diversion Report. Report shall include Solid waste removed, recycle volumes per type, trending data showing each activity, volumes, and trends,
- Provide waste services in parking areas as delineated in section 3.6 – Parking Services; and
- Generate a quarterly Legislated Waste/Recycling Report.

### **4.0 PORT FM SERVICES**

The Project Company shall provide certain facilities management services described throughout this schedule for the Covered Elements of the Port Facilities as outlined in this section (the "Port FM Services"). The Port FM Services are outlined in the table below:

**Table 4: Port FM Services Responsibility Matrix**

System/Component	Daily Operations, Maintenance, Minor Repairs		Lifecycle Replacements & Major Repairs		Notes
	Project Company	Port	Project Company	Port	
Building Systems Maintenance Services		x		x	HVAC (heating, ventilation, air conditioning), BAS (Building Automation System) - using access to Project Company's BMS
Interior Finishes, Plumbing, Electrical System, Lighting		x		x	Doors, windows & treatments, flooring, ceiling, electrical systems (electrical panels and distribution)
Call Center/Help Desk		x		n/a	Port is primary service provider and transfers Fire Alarm System Service Work Order calls to the Project Company
Reporting and Record Keeping per the FM Standards	x		n/a	n/a	For services and systems under the Project Company scope
City/Port Underground Parking	x		x		Ventilation systems, sump pump, sprinkler pump, cleaning, striping and surface maintenance
<del>City/Port Underground Parking Valet Assist Parking Service</del>	x		n/a	n/a	<del>Valet Assist is the service of moving vehicles in the Civic Center Parking to maximize parking space. This is contrasted with Valet Parking where the driver's keys are given to the Valet who parks the vehicle. Valet Assist is intended to be self park initially with the Valet Assist to move vehicles.</del>
IT Systems		x		x	During the Operating Period, the Port or the Project Company (or the City, if applicable) may propose to install shared utilities, connections or infrastructure beyond such items in place as of the Occupancy Date of the Port Headquarters Building. Upon mutual agreement of the Port and the Project Company (and the City, if applicable), the Port and the Project Company (and the City, if applicable) may agree to arrange for such installation and to share the costs of such installation and maintenance in such manner as the Port and the Project

System/Component	Daily Operations, Maintenance, Minor Repairs		Lifecycle Replacements & Major Repairs		Notes
	Project Company	Port	Project Company	Port	
					Company (and the City, if applicable) agree
Furniture & Equipment		x		x	Except for Project Company Activities
Security Systems – City/Port Underground Parking & Port Headquarters Building		x		x	Includes access control (cards and readers), CCTV cameras (interior and exterior plus video storage and monitors), network equipment, roll-up door for Civic Center parking and parking gates (IT and gate mechanisms), duress system
Security Services – Civic Center Parking & Port Headquarters Building		x		x	Staffing and patrols
Pest Control Services – Interior		x	n/a	n/a	
Pest Control Services – Civic Plaza, New Parking Facility, B1 & B2 under Port	x		n/a	n/a	Project Company to request escorted access to secure areas
Solid Waste Collection, Recycling, and Removal		x	n/a	n/a	Project Company to arrange for collection; Port to transfer to loading dock waste
Janitorial Services		x	n/a	n/a	Includes Port Headquarters Building and Port spaces in B1 and B2
Window Washing, Interior		x	n/a	n/a	Includes exterior glass panels up to a reachable height
Window Washing, Exterior	x		n/a	n/a	Above ground floor - includes graffiti removal
Building Envelope, Exterior	x		x		Includes roof, windows (all floors), and photovoltaic system. Does not include exterior doors, door hardware or moveable elements - includes graffiti removal
Fire Alarm System – City/Port Underground Parking & Port Headquarters Building	x		x		Project Company to manage this service across the campus; Project Company to request escorted access to secure areas.
Elevator; Port Headquarters Building	x	x	x	x	Project Company to request escorted access to secured areas

System/Component	Daily Operations, Maintenance, Minor Repairs		Lifecycle Replacements & Major Repairs		Notes
	Project Company	Port	Project Company	Port	
Civic Garage and Dock HVAC	x		x		Project Company responsible for maintenance and lifecycle for HVAC equipment
Civic Garage and Dock Security		x		x	Port responsibilities include manned security, gate control, roll-up doors, card readers, and security cameras.
Civic Garage and Dock Interior	x		x		Project Company responsible for deck maintenance and striping, fire systems maintenance and lifecycle, cleaning and trash pick-up, lighting systems maintenance and lifecycle, dewatering and drainage systems maintenance and lifecycle.
<u>Distributed Antenna System (DAS) for cellular/PMRS</u>	<u>x</u>		<u>x</u>		

For further clarity, delineation of areas of responsibility for the services provided by Project Company for certain systems and components are outlined in the table below:

**Table 5: Port FM Facilities Responsibility Delineation**

System/Component	Point of Delineation	
	Project Company	Port
Roof	All roof components, fasteners, connection points, roof insulation including ongoing roofing maintenance and management, including renewal of roofing and	Elements below the roof
Building Exterior	Curtainwall, caulking, sealing, exterior curtainwall cleaning, pointing (as required); graffiti removal	Interior cleaning, exterior entrance cleaning, all entrance and exit doors, hardware, openers, signage, and security.
Domestic Water Systems	Service to the Port building up to the entrance flange into the Port building	All domestic water systems in the Port building
Electrical Systems	Drivers for exterior lighting and PV system (inverters/panels)	All electrical systems from transformer to the Port building except as noted

System/Component	Point of Delineation	
	Project Company	Port
Heating Hot Water System	Piping up to the supply and return entry flanges into the Port Facility or at the building entry if no flanges. System water treatment at the Central Utility Plant	All interior building piping, supply and return, inside the facility and all connected equipment in the Port Building including all maintenance and operations of hot water systems
Heating Hot Water Control	Delivery of hot water at specified temperature +/- 10 Def and required capacity to satisfy the D&C Standards	Full operational control of the hot water system including maintenance and operations of the building control systems
Chilled Water System	Piping up to the supply and return entry flanges into the Port facility. System water treatment will be at the Central Utility Plant.	All interior building piping, supply and return, inside the facility and all connected equipment in the Port building including all maintenance and operations of chilled water systems.
Chilled Water Control	Delivery of chilled water at specified temperature +/- 4 Def and required capacity to satisfy the D&C standards	Full operational control of the chilled water system including maintenance and operations of the building control systems.

## 5.0 CONTINUOUS QUALITY ASSURANCE

### 5.1 CONTINUOUS QUALITY ASSURANCE PLAN

The Project Company shall prepare a Continuous Quality Assurance Plan (CQAP) for the Port FM Facilities that shall be reviewed and approved, not unreasonably withheld, by the Port, shall be developed using the ISO 9001 Standard as a guide and, at a minimum, shall include;

- An inspection system covering the FM services as set forth in this Appendix; specifying areas to be inspected on a scheduled basis and an unscheduled basis;
- A method for identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable;
- Provide Key Performance Indicators (KPIs) to be used by Project Company personnel to ensure potential problems or deficiencies are identified before they result in unsatisfactory contract performance;
- Provide data which allows the Port to easily verify Project Company performance;
- Describe how Project Company processes shall be changed to continually improve performance;



- Provide management level metrics that verify compliance with the FM scope contained in this Appendix and gives trend data needed for the Port measure the effectiveness of the project management program;
- Provide a system for recording, addressing, and correcting unplanned system failures, and poor quality work with respect to the Project Company's services;
- Provide a system for receiving occupant feedback and satisfaction with the Project Company's services;
- Provide a system to identify and prevent technology obsolescence; and:
- The system shall include methods for escalation procedures as well as the publishing results of its own CQAP program.

**Exhibit A: Service Standards**

<b>SERVICE STANDARDS PORT FM FACILITIES</b>	
<b>BUILDINGS AND BUILDING ELEMENTS</b>	
<b>General</b>	In general, all elements of roof, building exteriors, fire alarm system, elevators and the New Parking Facility shall at all times be functional, operational and satisfy the same performance requirements as required for Substantial Completion, subject to reasonable wear and tear, which is in turn subject to maintenance, repair and replacement obligations as set out in Appendix 8.
<b>Building Envelope, External</b>	<ul style="list-style-type: none"> <li>• Sound, secure and weatherproof where appropriate.</li> <li>• Free from damp penetration or spalling.</li> <li>• Claddings, copings and parapets, soffits/fascia are structurally sound and secure.</li> <li>• Free from pests.</li> <li>• Free from debris and moss growth.</li> <li>• Substantially free from bird droppings.</li> <li>• Substantially free from unsightly stains and blemishes.</li> <li>• Exterior glazed curtain wall system shall be maintained clean and free of dirt, dust, and water spots. For clarity this obligation will be met through a washing regimen of 2 times per year.</li> <li>• Roof shall be watertight and maintained in accordance with manufacturer's recommendations.</li> </ul>
<b>Fire Management Systems</b>	<ul style="list-style-type: none"> <li>• Fire alarm system shall be maintained in accordance with all relevant codes and standards.</li> </ul>
<b>Hot &amp; Cold Water Systems</b>	<ul style="list-style-type: none"> <li>• Deliver water to the demarcation point at the specified temperatures and flow rates as required to serve the Facility needs without undue noise and vibration.</li> </ul>
<b>Garage Surfaces</b>	<ul style="list-style-type: none"> <li>• Sound, safe, and even surface with no potholes.</li> <li>• Curbs and edgings are sound.</li> <li>• Road markings, signage and parking stripes are clear and complete.</li> </ul>
<b><u>Conveying Systems</u></b>	<ul style="list-style-type: none"> <li>• <u>Elevators operate to the manufacturer specifications and the D&amp;C Standards.</u></li> </ul>

**Exhibit B: Key Performance Indicators**

<b>KPI #</b>	<b>KPI</b>	<b>Frequency</b>	<b>How to Measure</b>	<b>Metric</b>
P1	Service Work Order (SWO): Response Time	Monthly	Emergency/ Urgent: # of SWO's not responded to in time.	LL: 2
			Other: Total number of SWO's that are within acceptable response timeframes divided by total work order closed X 100%.	LL: 94%
P2	SWO: Completion Time	Monthly	Total number of SWO's completed on time divided by the total number of SWO's X 100%.	LL: 94%
P3	Preventive Maintenance (PM)	Monthly	Total number of Preventative Maintenance SWO's scheduled for the current month divided by the total number of open Preventative Maintenance SWO's X 100%.	LL: 90%
P4	<u>Elevator Operations</u>	<u>Quarterly</u>	<u>Average performance for each set of elevators serving a zone or space all measured against D&amp;C Standards.</u>	<u>LL: 90%</u>
P7	FM Documentation	Quarterly	Project Company compliance with contract reporting requirements for FM plans, reports, and other documentation associated in-scope Port elements .	LL: 94%

### Exhibit C: FM Reporting Requirements

Report #	Name of Report	Description	Frequency
1-P	Service Request (Work Order) Summary Report	The report shall include: demand service requests performed, response time metrics, completion metrics, completed PM activities, and any deferred PM activities with associated justification.	Monthly, Annually
2-P	System and Utility Availability Report	Report showing disruptions to due to O&M activities. Report will show all system outages, approved outages, system failures, unapproved outages, and overall system availability metrics associated with the Chilled Water Hot Water Systems.	Quarterly, Annually
3-P	Customer Service and Support Plan	Plan shall include customer interface protocols, work order process and resolution, scheduling and dispatch, service coordination, emergency response and communication protocols.	Annually
4-P	Master Facility Disaster Response and Business Continuity Plan	This plan will address major accident and disaster response management, continuity of essential services during emergencies, and building evacuation plans.	Annually
5-P	EH&S Plan	Project Company shall provide a plan to establish measures to be taken to comply with Federal, State, and Local ordinances on environmental, health, and safety issues, including California OSHA requirements. Includes Material Safety Data Sheet (MSDS) reporting detailing all proposed chemical for use within the janitorial, landscaping, and pest control functions. Chemicals must be approved by the City prior to use. In addition, EH&S plans shall include Permit Compliance Reporting, and the site Refrigerant Management Plan.	Annually
6-P	Operating Procedures Plan	Plan that is in compliance with Port requirements.	Annually
7-P	Master Maintenance and Life Cycle Plan	Project Company shall develop a program designed to manage Demand, Planned and lifecycle maintenance factors for the Port scope including roof, building exteriors, fire alarm system and Civic Parking Garage In Scope elements. Initial plan shall be a program for planned and lifecycle maintenance. Plan shall also address major systems and their current replacement schedule based on FCI and life expectancy factors as per building design parameters.	Annually

		Plan to include the roofing system throughout its life cycle.	
8-P	Annual Operations and Maintenance Report	Report shall include planned O&M versus actual O&M costs, planned capital projects, actual capital projects, explanation for variance between these two components, next 12 month planned maintenance activities, 5-year projected capital renewal projects and associated justifications, FCI performance updates, and lifecycle repair and replacement schedule for major equipment associated with the roof, building exteriors, fire alarm system and Civic Parking Garage In Scope elements.	Annually
9-P	Continuous Quality Assurance Plan	Requirements as specified in Section 1.4 of Appendix 8.	Quarterly
10-P	Emergency Action Report	Report generated with 24 hours of an Emergency Response. Report shall include: description of emergency, name of responding technician; date and time of emergency, impact to City; remediation activities, current status, plan for final resolution, future activities to mitigate future reoccurrences.	As Needed/Per Occurrence
11-P	Incident Report	Report generated based on a security incident or that resulting in property, vehicular, or other damage, including vehicle, customer, and required remediation/repair plans.	As Needed/Per Occurrence
12-P	<u>Elevator Performance Report</u>	<u>Detailing the performance and reliability of all elevators within the building as determined by the elevator controls system provided with the elevators.</u>	<u>Quarterly, Annually</u>

## EXHIBIT E

### APPENDIX 9 - CLEAN

#### APPENDIX 9

#### INSURANCE REQUIREMENTS

##### 1. INSURANCE DURING THE DESIGN-BUILD PERIOD

The Project Company shall obtain and keep in force, or cause to be obtained and kept in force, the following policies of insurance, in accordance with the terms of this Section. Coverage shall be primary and non-contributory with respect to the City and the Port. Coverage as specified herein shall be exclusive to the Project (with the exception of \$200 million of Commercial General Liability (both on- and off-site), Commercial Automobile Liability, Off-Site Umbrella or Excess Liability Insurance, Professional Liability and Pollution Legal Liability Insurance), and aggregates, if any, shall renew on an annual basis (except for Pollution Liability Insurance and the products and completed operations liability coverage within the commercial general liability insurance policy, as set forth in Section 1.4 of this Appendix), which shall renew on the period of the policy for such insurance). Certified copies of these policies shall be delivered to the City and the Port promptly when received by the Project Company. Each policy shall be obtained and be effective prior to the performance of any work or commencement of any activity intended to be insured by each policy. At the Project Company's option, the Project Company may provide, or cause to be provided, any or all of the following insurance policies by means of a Contractor Controlled Insurance Program ("CCIP") or use of the Design-Builder's corporate practice policies.

1.1 Builder's Risk – City Facilities and Shared Rooms. An all-risk builder's risk course of construction insurance policy(s) covering all City Facilities Design-Build Work and Shared Rooms Design-Build Work, including Waiver of Subrogation and Non-vitiating, in each case other than design (including testing and commissioning) at the City Site, while in transit and at any temporary off-site location; all materials, supplies, machinery, fixtures and equipment intended to become a permanent part of the City Facilities or the Shared Rooms or for permanent use in the City Facilities or the Shared Rooms or incidental to the construction; all temporary structures at the City Facilities or the Shared Rooms that are to be used in or incidental to the fabrication, erection, testing, or completion of the City Facilities or the Shared Rooms to the extent the cost thereof is included in the City Facilities Design-Build Work or Shared Rooms Design-Build Work upon which the Service Fee is based, while on or about the City Site awaiting or during construction. The builder's risk policy(s):

- (a) shall be maintained until the Occupancy Date in respect of each City Facility and Shared Room;
- (b) shall be in an amount equal to the aggregate of the initial City Design-Build Agreement Sum, subject to subsequent modifications of such amounts;
- (c) shall be written on an all risk basis, including coverage for flood, water damage, and terrorism (subject to a \$50 million aggregate sublimit for flood coverage);
- (d) shall specifically cover loss or damage arising as a consequence of faulty workmanship or materials;
- (e) shall include coverage for delay costs, including the loss of revenue, loss of investment income, continued payment of debt service, and the costs of City Facility and Shared Room

redesign if a covered loss ensues as a result of design error, subject to a \$50 million sublimit (design defects exclusions, if any, shall be limited to those contained in the LEG-3 exclusion or its equivalent);

- (f) shall include extensions for valuable papers, fire-fighting expenses, professional fees, extra/expediting expenses, law & ordinance, off premises services interruption, accounts receivable, ingress/egress, and testing and commissioning (minimum 90 days);
- (g) may exclude loss arising from war and war-related causes;
- (h) may exclude dishonest acts of the Project Company's employees, mysterious disappearance, and ordinary wear and tear;
- (i) may include deductibles or self-insured retentions, but such deductible or self-insured retention shall not be a recoverable cost under this Project Agreement; and
- (j) shall not include earthquake or earth movement losses, and the Project Company shall not be responsible for deductibles associated with earthquake or earth movement losses.

*Named Insureds:* Project Company, Design-Builder, all subcontractors, the City

*Additional Insured:* FM Contractor, Collateral Agent and the City Facilities Senior Lenders

*First Loss Payee:* City Facilities Senior Lenders, as their interests may appear

1.2 Builder's Risk – Port Facilities and Shared Facilities. An all-risk builder's risk course of construction insurance policy(s) covering all Port Facilities Design-Build Work and Shared Facilities Design-Build Work, in each case other than design (including testing and commissioning) at the City Site and the Port Site, while in transit and at any temporary off-site location; all materials, supplies, machinery, fixtures and equipment intended to become a permanent part of the Port Facilities and the Shared Facilities or for permanent use in the Port Facilities or Shared Facilities or incidental to the construction; all temporary structures at the Port Facilities or Shared Facilities that are to be used in or incidental to the fabrication, erection, testing, or completion of the Port Facilities or the Shared Facilities to the extent the cost thereof is included in the Port Facilities Work or the Shared Facilities Work, while on or about the City Site or the Port Site awaiting or during construction. The builder's risk policy(s):

- (a) shall be maintained until the Occupancy Date in respect of each Port Facility and Shared Facility;
- (b) shall be in an amount equal to the aggregate of the initial Port Design-Build Agreement Sum, subject to subsequent modifications of such amounts;
- (c) shall be written on an all risk basis, including coverage for flood, water damage, and terrorism (subject to a \$50 million aggregate sublimit for flood coverage);
- (d) shall specifically cover loss or damage arising as a consequence of faulty workmanship or materials;
- (e) shall include coverage for delay costs, including the loss of revenue, loss of investment income, continued payment of debt service, and the costs of Port Facility and Shared Facility redesign if a covered loss ensues as a result of design error, subject to a \$50 million sublimit (design defects exclusions, if any, shall be limited to those contained in the LEG-3 exclusion or its equivalent);

- (f) shall include extensions for valuable papers, fire-fighting expenses, professional fees, extra/expediting expenses, law & ordinance, off-premises services interruption, accounts receivable, ingress/egress and testing and commissioning (minimum 90 days);
- (g) may exclude loss arising from war and war-related causes;
- (h) may exclude dishonest acts of the Project Company's employees, mysterious disappearance, and ordinary wear and tear;
- (i) may include deductibles or self-insured retentions, but such deductible or self-insured retention shall not be a recoverable cost under this Agreement; and
- (j) shall not include earthquake or earth movement losses, and the Project Company shall not be responsible for deductibles associated with earthquake or earth movement losses.

*Named Insureds:* Project Company, Design-Builder, all subcontractors and the Port

*Additional Insured:* FM Contractor, Collateral Agent and the Port Facilities Senior Lenders

*First Loss Payee:* Port Facilities Senior Lenders, as their interests may appear

1.3 Professional Liability Insurance. A professional liability errors and omissions insurance policy, which policy shall:

- (a) be in an amount not less than \$125,000,000 per claim and in the aggregate;
- (b) be on a "claims-made" basis;
- (c) have an extended reporting or discovery "tail" period, or be renewed for a period, of not less than 10 years after the Contract Date;
- (d) have a retroactive date effective before the commencement of any design; and
- (e) is not required to be on an exclusive basis for the Project.

*Named Insureds:* Design-Builder

*Additional Insured:* City, Port and Project Company with respect to their vicarious liability arising out of the Project only.

1.4 Commercial General Liability. A commercial general liability insurance policy, including Waiver of Subrogation and Non-vitiation, written on an occurrence basis and covering liabilities arising out of the construction of the Project, including independent contractors, products and completed operations, personal and advertising liability, and liability assumed under an insured contract, and (unless covered under separate professional liability insurance) professional services provided in connection with the construction of the Project. The policy shall not contain exclusions for property damage from explosion, collapse or underground hazard, or inadvertent construction defects. Defense costs shall be in addition to limits. The products and completed operations liability coverage shall be maintained for a period of not less than 10 years following the Final City Occupancy Date or the Termination Date, whichever occurs first. The insurance shall apply separately for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability. This insurance policy shall:



- (a) have coverage for any one occurrence or claim of not less than \$300,000,000 per occurrence and a \$300,000,000 aggregate limit (\$100 million of which shall be exclusive to the Project);
- (b) include extensions for Owners' and contractor's protective liability, cross liability, severability of interests, and hoist collision liability; and
- (c) be maintained throughout the Term until the Final City Occupancy Date.

*Named Insureds:* Design-Builder

*Additional Insureds:* Project Company, City, Port, Collateral Agent, Senior Lenders and FM Contractor

1.5 Commercial Automobile Liability. A commercial automobile liability insurance policy with limits of liability of not less than \$1,000,000 per accident. The insurance must cover liability arising from any motor vehicle, including owned, hired or non-owned vehicles, assigned to or used in connection with the construction of the Project. Defense costs shall be in addition to limits.

*Named Insureds:* The vehicle owner

*Additional Insureds:* Project Company, Design-Builder, City, Port, Collateral Agent, Senior Lenders and FM Contractor

1.6 Worker's Compensation and Employer's Liability. Worker's compensation as required by Applicable Law, and employer's liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit).

1.7 Contractor Pollution Liability. Contractor Pollution Liability written on an occurrence form with limits of not less than \$125,000,000 and a \$125,000,000 aggregate limit, covering liability due to pollution caused by or exacerbated by construction activities. If the policy is provided on a "claims made" form, the Project Company shall cause the Design-Builder to continue such coverage, either through policy renewals or purchase of an extended discovery period for not less than three years following the Occupancy Date in respect of each Facility.

*Named Insured:* Design-Builder

*Additional Insured:* Project Company, City, Port, Senior Lenders and FM Contractor

## 2. INSURANCE DURING THE OPERATING PERIOD

Commencing on the Occupancy Date in respect of a Facility, the Project Company shall obtain and keep in force, or cause to be obtained and kept in force, until the Termination Date the following insurance coverage in respect of such Facility. Coverage shall be primary and non-contributory with respect to the City and the Port, and the insurance required by Sections 2.1, 2.2, 2.3, 2.4, and 2.7 only shall be dedicated solely to the Project:

2.1 Property. All risk property insurance on a stated amount basis for the Full Insurable Value insuring all buildings, improvements (other than tenants' improvements in the Project) and equipment (other than tenants' equipment) that are built or placed on or in the City Facilities and Shared Rooms, and including coverage for business interruption, extra expense and expediting expense, subject to a \$50 million aggregate sublimit for flood coverage and other events.

*Facilities Covered:* City Facilities, City's interest in the Shared Rooms, City's interest in the Shared Facilities, City's interest in the New Parking Facility

*Name Insureds:* Project Company, Design-Builder, FM Contractor, and the City

*First Loss Payee:* Collateral Agent

2.2 Boiler and Machinery. Boiler and machinery insurance with limits of liability of not less than the value of the highest valued structure per loss, insuring those objects as defined in the comprehensive object definition that are in use or connected and ready for use and are located in the City Facilities and Shared Rooms, and including coverage for business interruption, extra expense and expediting expense.

*Facilities Covered:* City Facilities, City's interest in the Shared Rooms, City's interest in the Shared Facilities, City's interest in the New Parking Facility

*Named Insureds:* Project Company, Design-Builder, FM Contractor and the City

*First Loss Payee:* Collateral Agent

2.3 Business Interruption. The business interruption insurance required by Sections 2.1 and 2.2 of this Appendix shall be provided with limits of liability in an amount equal to 24 months of (i) Service Fee payments, and (ii) Port FM Fee payments resulting from or attributable to any of the perils required to be insured against under the policies referred to in Sections 2.1 and 2.2 of this Appendix, including losses resulting from interference with or prevention of access to the City Site or the Project, in each case in whole or in part, as a result of such perils or for any other reason.

*Facilities Covered:* City Facilities, City's interest in the Shared Rooms, City's interest in the Shared Facilities, City's interest in the New Parking Facility

*Named Insured:* Project Company, Design-Builder and FM Contractor

*First Loss Payee:* Collateral Agent

2.4 Commercial General Liability. Commercial general liability insurance insuring against liability of the Project Company and the FM Contractor with respect to the FM Facilities or arising out of the Contract Services in respect of the FM Facilities, including Non-vitiation, written on an occurrence basis and covering liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising liability, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Defense costs shall be in addition to limits. The insurance shall (a) apply for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability and (b) have coverage for any one occurrence or claim of not less than \$50,000,000, which requirement may be met by any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" basis. If the primary coverage is written with an aggregate, the aggregate shall be twice the occurrence limit.

*Named Insured:* Project Company

*Additional Insureds:* City, Port, Collateral Agent, Design-Builder and FM Contractor

2.5 Commercial Automobile Liability. Commercial automobile liability insurance with limits of liability of not less than \$1,000,000 per accident, including Non-vitiation, which requirement may be met by any combination of primary and excess coverage so long as the excess coverage is written on a “follow form” basis. The insurance must cover liability arising from any motor vehicle, including owned, hired or non-owned vehicles, assigned to or used in connection with the operation and maintenance of the Project. Defense costs shall be in addition to limits.

*Named Insured:* The vehicle owner

*Additional Insureds:* Project Company, City, Port, Collateral Agent, FM Contractor

2.6 Worker’s Compensation and Employer’s Liability. Worker’s compensation as required by Applicable Law, including Voluntary Compensation and Waiver of Subrogation, and employer’s liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit).

2.7 Pollution Legal Liability. Pollution legal liability insurance for a building owner having coverage for any one occurrence or claim of not less than \$10,000,000 and a \$10,000,000 annual limit, covering third party bodily injury and property damage, remediation costs for unknown pollution conditions, and first party property damage.

*Named Insured:* Project Company, Design-Builder and FM Contractor

*Additional Insureds:* City, Port and City Facilities Senior Lenders

2.8 Directors and Officers. Directors and officers legal liability and corporate indemnification insurance having coverage for any one occurrence or claim of not less than \$10,000,000.

*Named Insured:* Project Company

2.9 Employee Dishonesty. Employee dishonesty (crime) insurance against the fraudulent/dishonest acts of employees of the Project Company and the FM Contractor, including additional coverage for broad form money and securities, money orders and counterfeit paper currency, depositor’s forgery, computer fraud and funds transfer fraud, audit expenses and credit card forgery with coverage for any one occurrence or claim of not less than \$1,000,000.

*Named Insured:* Project Company

*First Loss Payee:* Collateral Agent

2.10 Other. Any other form of insurance and with such limits, in such form, in amounts and for risks as the City, acting reasonably, may require from time to time. The Service Fee shall be adjusted to reflect the cost of any such additionally required insurance.

### 3. FULL INSURABLE VALUE

3.1 Determining Full Insurable Value. For the purposes of this Appendix, “Full Insurable Value” of any building, improvement, equipment or other property shall be determined by the Project Company, acting reasonably, at the time the insurance is initially taken out and thereafter at least once every 24 months, and the Project Company shall promptly notify the City in writing of each such determination, provided that the City may at any time (but not more frequently than once in any 12 month

period), by written notice to the Project Company, require the Full Insurable Value of any building, improvement, equipment or other property to be redetermined by an independent qualified appraiser designated by the Project Company's insurance agent/broker and approved by the property insurance company and the City. The Project Company shall cause such redetermination to be made promptly and the results of such redetermination communicated in writing to the Project Company and the City.

3.2 Adequacy of Contemplated Insurance. In addition to the determination of "Full Insurable Value", as part of the periodic review contemplated in the preceding paragraph of this Section, the Project Company shall determine whether the policies set out in Section 2 of this Appendix and the limits of such policies are adequate for the Project, and the Project Company shall promptly notify the City in writing of each such determination, provided that the City may at any time (but not more frequently than once in any 12 month period), by written notice to the Project Company, require the policies or the limits of such policies be redetermined, in the manner described in the preceding paragraph. The Project Company shall cause such redetermination to be made promptly and the results of such redetermination communicated in writing to the Project Company and to the City. The Service Fee shall be adjusted to reflect the any reduced or increased cost of any City-directed insurance redetermination.

#### 4. WAIVER OF SUBROGATION RIGHTS, AND OTHER POLICY REQUIREMENTS

4.1 Design-Builder Waiver of Subrogation. The Project Company shall cause the Design-Builder and its insurers providing the insurance required under Sections 1.1, 1.2, 1.3, 1.4, 1.5 and 1.7 of this Appendix to waive any right of subrogation they may have against the City and the Port, including their respective elected and appointed officials, employees and agents, if any, and those for whom the City is in law responsible, and the Senior Lenders, whether or not the damage is caused by its act, omission or negligence.

4.2 Project Company Waiver of Subrogation. The Project Company and its insurers providing the insurance required under Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 of this Appendix shall waive any rights of subrogation they may have against the Design-Builder and those for whom the Design-Builder is in law responsible, and the City, the Port and the Senior Lenders, whether or not the damage is caused by its act, omission or negligence.

#### 5. GENERAL POLICY REQUIREMENTS

5.1 Policy Requirements. Each policy of insurance required under this Appendix shall:

- (a) except as otherwise expressly provided in this Appendix, be written on a project or location specific basis or, at the Project Company's option, be provided by means of a Contractor Controlled Insurance Program ("CCIP") or use of the Design-Builder's corporate practice policies, with all coverage provided in conformance with the insurance requirements contained herein;
- (b) be issued by a Qualified Insurer authorized to do business in the State;
- (c) be in a form approved by the City and the Port (as applicable), such approval not to be unreasonably withheld;
- (d) be non-contributing with and shall apply only as primary and not excess to any other insurance, self-insurance, or other risk financing program available to the City and the Port; and

- (e) require the insurers to notify the City, the Port and the Senior Lenders in writing not less than 90 days (30 days for non-payment of premium) before any cancellation or termination; provided, however, that with respect to the policies of insurance described in Sections 1.5, 1.6, 2.5, 2.6 and 2.9 of this Appendix, such policies shall require the insurers to notify the City, the Port and the Senior Lenders in writing not less than 30 days (30 days for non-payment of premium) before any cancellation or termination.

## 6. EVIDENCE OF INSURANCE

Upon the issue of a policy of insurance, and otherwise upon request by the City, the Project Company shall deliver to the City and the Port and to the FM Contractor (to the extent of coverage under which it is an additional insured) a certified copy of the policy of insurance containing the terms and conditions as required herein for approval as to sufficiency and as to form; provided, however, that in respect of policies of insurance to be procured by the FM Contractor pursuant to the FM Services Agreement, the Project Company shall deliver to the City and the Port certificates of insurance evidencing such coverage. The Project Company, acting reasonably, may redact proprietary information from the copy of the policies delivered to the City, the Port and the FM Contractor. Upon request by the City, the Project Company shall deliver proof of payment of premiums for insurance required to be effected pursuant to this Appendix. No review or approval of any insurance policy by the City or the Port shall derogate from or diminish the City's or the Port's rights under this Project Agreement.

## 7. DEDUCTIBLES

7.1 Deductibles During the Design-Build Period. Except as provided in Section 7.2 of this Appendix, any of the policies of insurance required under Section 1 of this Appendix during the Design-Build Period may provide that the amount payable in the event of any loss shall be reduced by a deductible amount designated by the Project Company and approved by the City and the Port, such approval not to be unreasonably withheld. During the Design-Build Period, the Project Company shall pay the amount deducted from the insurance moneys payable in the event of any loss, and the amount shall be included as Insurance Proceeds or Insurance Receivables.

7.2 Deductibles During the Operating Period. Any of the policies of insurance required under Section 2 of this Appendix during the Operating Period may provide that the amount payable in the event of any loss shall be reduced by a deductible amount designated by the Project Company and approved by the City, such approval not to be unreasonably withheld; provided, that in the absence of an Insurance Unavailability Event the maximum deductible for such insurance coverage shall not exceed \$1,000,000 (Index Linked). In the event that an Insurance Unavailability Event has occurred such that a deductible in excess of \$1,000,000 (Index Linked) is necessary, the City shall, in the manner set forth in and as part of the amounts payable in accordance with this Project Agreement, be responsible for paying the Project Company an amount equal to the difference between the amount deducted from the insurance moneys paid in the event of such a loss and \$1,000,000 (Index Linked), and the amount paid by the City to the Project Company shall be included as Insurance Proceeds or Insurance Receivables. Except as otherwise provided in this Section 7.3, during the Operating Period, the Project Company shall pay the amount deducted from the insurance moneys payable in the event of any loss, and the amount shall be included as Insurance Proceeds or Insurance Receivables.

## EXHIBIT F

### APPENDIX 9 - REDLINE

#### APPENDIX 9

#### INSURANCE REQUIREMENTS

##### 1. INSURANCE DURING THE DESIGN-BUILD PERIOD

The Project Company shall obtain and keep in force, or cause to be obtained and kept in force, the following policies of insurance, in accordance with the terms of this Section. Coverage shall be primary and non-contributory with respect to the City and the Port. Coverage as specified herein shall be exclusive to the Project (with the exception of \$200 million of Commercial General Liability (both on- and off-site), Commercial Automobile Liability, Off-Site Umbrella or Excess Liability Insurance, Professional Liability and Pollution Legal Liability Insurance), and aggregates, if any, shall renew on an annual basis (except for Pollution Liability Insurance and the products and completed operations liability coverage within the commercial general liability insurance policy, as set forth in Section 1.4 of this Appendix), which shall renew on the period of the policy for such insurance). Certified copies of these policies shall be delivered to the City and the Port promptly when received by the Project Company. Each policy shall be obtained and be effective prior to the performance of any work or commencement of any activity intended to be insured by each policy. At the Project Company's option, the Project Company may provide, or cause to be provided, any or all of the following insurance policies by means of a Contractor Controlled Insurance Program ("CCIP") or use of the Design-Builder's corporate practice policies.

1.1 Builder's Risk – City Facilities and Shared Rooms. An all-risk builder's risk course of construction insurance policy(s) covering all City Facilities Design-Build Work and Shared Rooms Design-Build Work, including Waiver of Subrogation and Non-vitiating, in each case other than design (including testing and commissioning) at the City Site, while in transit and at any temporary off-site location; all materials, supplies, machinery, fixtures and equipment intended to become a permanent part of the City Facilities or the Shared Rooms or for permanent use in the City Facilities or the Shared Rooms or incidental to the construction; all temporary structures at the City Facilities or the Shared Rooms that are to be used in or incidental to the fabrication, erection, testing, or completion of the City Facilities or the Shared Rooms to the extent the cost thereof is included in the City Facilities Design-Build Work or Shared Rooms Design-Build Work upon which the Service Fee is based, while on or about the City Site awaiting or during construction. The builder's risk policy(s):

- (a) shall be maintained until the Occupancy Date in respect of each City Facility and Shared Room;
- (b) shall be in an amount equal to the aggregate of the initial City Design-Build Agreement Sum, subject to subsequent modifications of such amounts;
- (c) shall be written on an all risk basis, including coverage for flood, water damage, and terrorism (subject to a \$50 million aggregate sublimit for flood coverage);
- (d) shall specifically cover loss or damage arising as a consequence of faulty workmanship or materials;
- (e) shall include coverage for delay costs, including the loss of revenue, loss of investment income, continued payment of debt service, and the costs of City Facility and Shared Room redesign if a covered loss ensues as a result of design error, subject to a \$50 million sublimit

(design defects exclusions, if any, shall be limited to those contained in the LEG-3 exclusion or its equivalent);

- (f) shall include extensions for valuable papers, fire-fighting expenses, professional fees, extra/expediting expenses, law & ordinance, off premises services interruption, accounts receivable, ingress/egress, and testing and commissioning (minimum 90 days);
- (g) may exclude loss arising from war and war-related causes;
- (h) may exclude dishonest acts of the Project Company's employees, mysterious disappearance, and ordinary wear and tear;
- (i) may include deductibles or self-insured retentions, but such deductible or self-insured retention shall not be a recoverable cost under this Project Agreement; and
- (j) shall not include earthquake or earth movement losses, and the Project Company shall not be responsible for deductibles associated with earthquake or earth movement losses.

*Named Insureds:* Project Company, Design-Builder, all subcontractors, the City

*Additional Insured:* FM Contractor, Collateral Agent and the City Facilities Senior Lenders

*First Loss Payee:* City Facilities Senior Lenders, as their interests may appear

1.8 Builder's Risk – Port Facilities and Shared Facilities. An all-risk builder's risk course of construction insurance policy(s) covering all Port Facilities Design-Build Work and Shared Facilities Design-Build Work, in each case other than design (including testing and commissioning) at the City Site and the Port Site, while in transit and at any temporary off-site location; all materials, supplies, machinery, fixtures and equipment intended to become a permanent part of the Port Facilities and the Shared Facilities or for permanent use in the Port Facilities or Shared Facilities or incidental to the construction; all temporary structures at the Port Facilities or Shared Facilities that are to be used in or incidental to the fabrication, erection, testing, or completion of the Port Facilities or the Shared Facilities to the extent the cost thereof is included in the Port Facilities Work or the Shared Facilities Work, while on or about the City Site or the Port Site awaiting or during construction. The builder's risk policy(s):

- (k) shall be maintained until the Occupancy Date in respect of each Port Facility and Shared Facility;
- (l) shall be in an amount equal to the aggregate of the initial Port Design-Build Agreement Sum, subject to subsequent modifications of such amounts;
- (m) shall be written on an all risk basis, including coverage for flood, water damage, and terrorism (subject to a \$50 million aggregate sublimit for flood coverage);
- (n) shall specifically cover loss or damage arising as a consequence of faulty workmanship or materials;
- (o) shall include coverage for delay costs, including the loss of revenue, loss of investment income, continued payment of debt service, and the costs of Port Facility and Shared Facility redesign if a covered loss ensues as a result of design error, subject to a \$50 million sublimit (design defects exclusions, if any, shall be limited to those contained in the LEG-3 exclusion or its equivalent);

- (p) shall include extensions for valuable papers, fire-fighting expenses, professional fees, extra/expediting expenses, law & ordinance, off-premises services interruption, accounts receivable, ingress/egress and testing and commissioning (minimum 90 days);
- (q) may exclude loss arising from war and war-related causes;
- (r) may exclude dishonest acts of the Project Company's employees, mysterious disappearance, and ordinary wear and tear;
- (s) may include deductibles or self-insured retentions, but such deductible or self-insured retention shall not be a recoverable cost under this Agreement; and
- (t) shall not include earthquake or earth movement losses, and the Project Company shall not be responsible for deductibles associated with earthquake or earth movement losses.

*Named Insureds:* Project Company, Design-Builder, all subcontractors and the Port

*Additional Insured:* FM Contractor, Collateral Agent and the Port Facilities Senior Lenders

*First Loss Payee:* Port Facilities Senior Lenders, as their interests may appear

1.9 Professional Liability Insurance. A professional liability errors and omissions insurance policy, which policy shall:

- (f) be in an amount not less than \$125,000,000 per claim and in the aggregate;
- (g) be on a "claims-made" basis;
- (h) have an extended reporting or discovery "tail" period, or be renewed for a period, of not less than 10 years after the Contract Date;
- (i) have a retroactive date effective before the commencement of any design; and
- (j) is not required to be on an exclusive basis for the Project.

*Named Insureds:* Design-Builder

*Additional Insured:* City, Port and Project Company with respect to their vicarious liability arising out of the Project only.

1.10 Commercial General Liability. A commercial general liability insurance policy, including Waiver of Subrogation and Non-vitiation, written on an occurrence basis and covering liabilities arising out of the construction of the Project, including independent contractors, products and completed operations, personal and advertising liability, and liability assumed under an insured contract, and (unless covered under separate professional liability insurance) professional services provided in connection with the construction of the Project. The policy shall not contain exclusions for property damage from explosion, collapse or underground hazard, or inadvertent construction defects. Defense costs shall be in addition to limits. The products and completed operations liability coverage shall be maintained for a period of not less than 10 years following the Final City Occupancy Date or the Termination Date, whichever occurs first. The insurance shall apply separately for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability. This insurance policy shall:



- (d) have coverage for any one occurrence or claim of not less than \$300,000,000 per occurrence and a \$300,000,000 aggregate limit (\$100 million of which shall be exclusive to the Project);
- (e) include extensions for Owners' and contractor's protective liability, cross liability, severability of interests, and hoist collision liability; and
- (f) be maintained throughout the Term until the Final City Occupancy Date.

*Named Insureds:* Design-Builder

*Additional Insureds:* Project Company, City, Port, Collateral Agent, Senior Lenders and FM Contractor

1.11 Commercial Automobile Liability. A commercial automobile liability insurance policy with limits of liability of not less than \$1,000,000 per accident. The insurance must cover liability arising from any motor vehicle, including owned, hired or non-owned vehicles, assigned to or used in connection with the construction of the Project. Defense costs shall be in addition to limits.

*Named Insureds:* The vehicle owner

*Additional Insureds:* Project Company, Design-Builder, City, Port, Collateral Agent, Senior Lenders and FM Contractor

1.12 Worker's Compensation and Employer's Liability. Worker's compensation as required by Applicable Law, and employer's liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit).

1.13 Contractor Pollution Liability. Contractor Pollution Liability written on an occurrence form with limits of not less than \$125,000,000 and a \$125,000,000 aggregate limit, covering liability due to pollution caused by or exacerbated by construction activities. If the policy is provided on a "claims made" form, the Project Company shall cause the Design-Builder to continue such coverage, either through policy renewals or purchase of an extended discovery period for not less than three years following the Occupancy Date in respect of each Facility.

*Named Insured:* Design-Builder

*Additional Insured:* Project Company, City, Port, Senior Lenders and FM Contractor

## 2. INSURANCE DURING THE OPERATING PERIOD

Commencing on the Occupancy Date in respect of a Facility, the Project Company shall obtain and keep in force, or cause to be obtained and kept in force, until the Termination Date the following insurance coverage in respect of such Facility. Coverage shall be primary and non-contributory with respect to the City and the Port, and the insurance required by Sections 2.1, 2.2, 2.3, 2.4, and 2.7 ~~and~~ only shall be dedicated solely to the Project:

2.1 Property. All risk property insurance on a stated amount basis for the Full Insurable Value insuring all buildings, improvements (other than tenants' improvements in the Project) and equipment (other than tenants' equipment) that are built or placed on or in the City Facilities and Shared Rooms, and including coverage for business interruption, extra expense and expediting expense, subject to a \$50 million aggregate sublimit for flood coverage and other events.

*Facilities Covered:* City Facilities, City's interest in the Shared Rooms, City's interest in the Shared Facilities, City's interest in the New Parking Facility

*Name Insureds:* Project Company, Design-Builder, FM Contractor, and the City

*First Loss Payee:* Collateral Agent

2.2 Boiler and Machinery. Boiler and machinery insurance with limits of liability of not less than the value of the highest valued structure per loss, insuring those objects as defined in the comprehensive object definition that are in use or connected and ready for use and are located in the City Facilities and Shared Rooms, and including coverage for business interruption, extra expense and expediting expense.

*Facilities Covered:* City Facilities, City's interest in the Shared Rooms, City's interest in the Shared Facilities, City's interest in the New Parking Facility

*Named Insureds:* Project Company, Design-Builder, FM Contractor and the City

*First Loss Payee:* Collateral Agent

2.3 Business Interruption. The business interruption insurance required by Sections 2.1 and 2.2 of this Appendix shall be provided with limits of liability in an amount equal to 24 months of (i) Service Fee payments, and (ii) Port FM Fee payments resulting from or attributable to any of the perils required to be insured against under the policies referred to in Sections 2.1 and 2.2 of this Appendix, including losses resulting from interference with or prevention of access to the City Site or the Project, in each case in whole or in part, as a result of such perils or for any other reason.

*Facilities Covered:* City Facilities, City's interest in the Shared Rooms, City's interest in the Shared Facilities, City's interest in the New Parking Facility

*Named Insured:* Project Company, Design-Builder and FM Contractor

*First Loss Payee:* Collateral Agent

2.4 Commercial General Liability. Commercial general liability insurance insuring against liability of the Project Company and the FM Contractor with respect to the FM Facilities or arising out of the Contract Services in respect of the FM Facilities, including Non-vitiation, written on an occurrence basis and covering liabilities arising out of premises, operations, independent contractors, products and completed operations, personal and advertising liability, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Defense costs shall be in addition to limits. The insurance shall (a) apply for each insured against whom a claim is made or a lawsuit is brought, subject only to the insurance policy limits of liability and (b) have coverage for any one occurrence or claim of not less than \$50,000,000, which requirement may be met by any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" basis. If the primary coverage is written with an aggregate, the aggregate shall be twice the occurrence limit.

*Named Insured:* Project Company

*Additional Insureds:* City, Port, Collateral Agent, Design-Builder and FM Contractor

2.5 Commercial Automobile Liability. Commercial automobile liability insurance with limits of liability of not less than \$1,000,000 per accident, including Non-vitiation, which requirement may be met by any combination of primary and excess coverage so long as the excess coverage is written on a “follow form” basis. The insurance must cover liability arising from any motor vehicle, including owned, hired or non-owned vehicles, assigned to or used in connection with the operation and maintenance of the Project. Defense costs shall be in addition to limits.

*Named Insured:* The vehicle owner

*Additional Insureds:* Project Company, City, Port, Collateral Agent, FM Contractor

2.6 Worker’s Compensation and Employer’s Liability. Worker’s compensation as required by Applicable Law, including Voluntary Compensation and Waiver of Subrogation, and employer’s liability insurance having coverage limits of \$1,000,000 for each accident, \$1,000,000 for disease (each employee), and \$1,000,000 for disease (policy limit).

2.7 Pollution Legal Liability. Pollution legal liability insurance for a building owner having coverage for any one occurrence or claim of not less than \$10,000,000 and a \$10,000,000 annual limit, covering third party bodily injury and property damage, remediation costs for unknown pollution conditions, and first party property damage.

*Named Insured:* Project Company, Design-Builder and FM Contractor

*Additional Insureds:* City, Port and City Facilities Senior Lenders

2.8 Directors and Officers. Directors and officers legal liability and corporate indemnification insurance having coverage for any one occurrence or claim of not less than \$10,000,000.

*Named Insured:* Project Company

2.9 Employee Dishonesty. Employee dishonesty (crime) insurance against the fraudulent/dishonest acts of employees of the Project Company and the FM Contractor, including additional coverage for broad form money and securities, money orders and counterfeit paper currency, depositor’s forgery, computer fraud and funds transfer fraud, audit expenses and credit card forgery with coverage for any one occurrence or claim of not less than \$1,000,000.

*Named Insured:* Project Company

*First Loss Payee:* Collateral Agent

Other. Any other form of insurance and with such limits, in such form, in amounts and for risks as the City, acting reasonably, may require from time to time. The Service Fee shall be adjusted to reflect the cost of any such additionally required insurance.

### 3. FULL INSURABLE VALUE

3.1 Determining Full Insurable Value. For the purposes of this Appendix, “Full Insurable Value” of any building, improvement, equipment or other property shall be determined by the Project Company, acting reasonably, at the time the insurance is initially taken out and thereafter at least once every 24 months, and the Project Company shall promptly notify the City in writing of each such determination, provided that the City may at any time (but not more frequently than once in any 12 month

period), by written notice to the Project Company, require the Full Insurable Value of any building, improvement, equipment or other property to be redetermined by an independent qualified appraiser designated by the Project Company's insurance agent/broker and approved by the property insurance company and the City. The Project Company shall cause such redetermination to be made promptly and the results of such redetermination communicated in writing to the Project Company and the City.

3.2 Adequacy of Contemplated Insurance. In addition to the determination of "Full Insurable Value", as part of the periodic review contemplated in the preceding paragraph of this Section, the Project Company shall determine whether the policies set out in Section 2 of this Appendix and the limits of such policies are adequate for the Project, and the Project Company shall promptly notify the City in writing of each such determination, provided that the City may at any time (but not more frequently than once in any 12 month period), by written notice to the Project Company, require the policies or the limits of such policies be redetermined, in the manner described in the preceding paragraph. The Project Company shall cause such redetermination to be made promptly and the results of such redetermination communicated in writing to the Project Company and to the City. The Service Fee shall be adjusted to reflect the any reduced or increased cost of any City-directed insurance redetermination.

#### 4. WAIVER OF SUBROGATION RIGHTS, AND OTHER POLICY REQUIREMENTS

4.1 Design-Builder Waiver of Subrogation. The Project Company shall cause the Design-Builder and its insurers providing the insurance required under Sections 1.1, 1.2, 1.3, 1.4, 1.5 and 1.7 of this Appendix to waive any right of subrogation they may have against the City and the Port, including their respective elected and appointed officials, employees and agents, if any, and those for whom the City is in law responsible, and the Senior Lenders, whether or not the damage is caused by its act, omission or negligence.

4.2 Project Company Waiver of Subrogation. The Project Company and its insurers providing the insurance required under Sections 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, and 2.7 of this Appendix shall waive any rights of subrogation they may have against the Design-Builder and those for whom the Design-Builder is in law responsible, and the City, the Port and the Senior Lenders, whether or not the damage is caused by its act, omission or negligence.

#### 5. GENERAL POLICY REQUIREMENTS

5.1 Policy Requirements. Each policy of insurance required under this Appendix shall:

- (a) except as otherwise expressly provided in this Appendix, be written on a project or location specific basis or, at the Project Company's option, be provided by means of a Contractor Controlled Insurance Program ("CCIP") or use of the Design-Builder's corporate practice policies, with all coverage provided in conformance with the insurance requirements contained herein;
- (b) be issued by a Qualified Insurer authorized to do business in the State;
- (c) be in a form approved by the City and the Port (as applicable), such approval not to be unreasonably withheld;
- (d) be non-contributing with and shall apply only as primary and not excess to any other insurance, self-insurance, or other risk financing program available to the City and the Port; and

- (e) require the insurers to notify the City, the Port and the Senior Lenders in writing not less than 90 days (30 days for non-payment of premium) before any cancellation or termination; provided, however, that with respect to the policies of insurance described in Sections 1.5, 1.6, 2.5, 2.6 and 2.9 of this Appendix, such policies shall require the insurers to notify the City, the Port and the Senior Lenders in writing not less than 30 days (30 days for non-payment of premium) before any cancellation or termination.

## 6. EVIDENCE OF INSURANCE

Upon the issue of a policy of insurance, and otherwise upon request by the City, the Project Company shall deliver to the City and the Port and to the FM Contractor (to the extent of coverage under which it is an additional insured) a certified copy of the policy of insurance containing the terms and conditions as required herein for approval as to sufficiency and as to form; provided, however, that in respect of policies of insurance to be procured by the FM Contractor pursuant to the FM Services Agreement, the Project Company shall deliver to the City and the Port certificates of insurance evidencing such coverage. The Project Company, acting reasonably, may redact proprietary information from the copy of the policies delivered to the City, the Port and the FM Contractor. Upon request by the City, the Project Company shall deliver proof of payment of premiums for insurance required to be effected pursuant to this Appendix. No review or approval of any insurance policy by the City or the Port shall derogate from or diminish the City's or the Port's rights under this Project Agreement.

## 7. DEDUCTIBLES

7.1 Deductibles During the Design-Build Period. Except as provided in Section 7.2 of this Appendix, any of the policies of insurance required under Section 1 of this Appendix during the Design-Build Period may provide that the amount payable in the event of any loss shall be reduced by a deductible amount designated by the Project Company and approved by the City and the Port, such approval not to be unreasonably withheld. During the Design-Build Period, the Project Company shall pay the amount deducted from the insurance moneys payable in the event of any loss, and the amount shall be included as Insurance Proceeds or Insurance Receivables.

7.2 Deductibles During the Operating Period. Any of the policies of insurance required under Section 2 of this Appendix during the Operating Period may provide that the amount payable in the event of any loss shall be reduced by a deductible amount designated by the Project Company and approved by the City, such approval not to be unreasonably withheld; provided, that in the absence of an Insurance Unavailability Event the maximum deductible for such insurance coverage shall not exceed \$1,000,000 (Index Linked). In the event that an Insurance Unavailability Event has occurred such that a deductible in excess of \$1,000,000 (Index Linked) is necessary, the City shall, in the manner set forth in and as part of the amounts payable in accordance with this Project Agreement, be responsible for paying the Project Company an amount equal to the difference between the amount deducted from the insurance moneys paid in the event of such a loss and \$1,000,000 (Index Linked), and the amount paid by the City to the Project Company shall be included as Insurance Proceeds or Insurance Receivables. Except as otherwise provided in this Section 7.3, during the Operating Period, the Project Company shall pay the amount deducted from the insurance moneys payable in the event of any loss, and the amount shall be included as Insurance Proceeds or Insurance Receivables.

## EXHIBIT G

### APPENDIX 10 A - CLEAN

#### APPENDIX 10A

#### PORT DEDUCTIONS

##### 1. DEFINITIONS

1.1 Definitions. In this Appendix, in addition to the definitions set out in this Project Agreement:

**“Availability Condition”** means, with respect to Port space and systems, such Port space and systems and normal access routes are in a state or condition that:

- (a) allow safe and convenient access to all persons who are entitled to enter, leave, occupy or use it, using normal access routes; and
- (b) is substantially complete, operational, safe, functional and fit for its intended use and meets all other requirements of this Project Agreement.

**“Completion Period”** for an Event means the amount of time if any, within which Rectification of the relevant Event must be completed, and specified as such for that Event in Appendix 8A (FM Standards – Port FM Facilities) or for reports or other documentation required to be delivered by the Project Company, 24 hours, or, if not so specified for an FM Service Failure in each case calculated:

- (a) from the time that the Event is reported to the Customer Service Center (as defined in the plan developed pursuant to Section 2.4 of Appendix 8A (FM Standards – Port FM Facilities)); or
- (b) in the case of an Event that has not been Rectified within one or more earlier Completion Periods, from the end of the immediately preceding Completion Period

and provided that if a Completion Period so measured would end after the operating hours of the applicable space for that day the Completion Period will end at the start of the next operating hours for such space.

**“Deduction”** means those deductions from the otherwise applicable Port FM Fee that the City is permitted to take as offsets on account of specified instances of nonperformance, calculated in accordance with this Appendix; provided, however, that the maximum aggregate amount of Deductions in respect of the Port FM Facilities with respect to any Billing Period shall not exceed the Base Port FM Fee for such Billing Period.

**“Event”** means an incident or state of affairs affecting the Availability Condition of space or systems or requiring Rectifications to be performed (or both).

**“FM Service Failure”** means any failure by the Project Company, other than an Unavailability Event, to provide the FM Services in accordance with this Project Agreement and in particular in accordance with Appendix 8A (FM Standards – Port FM Facilities), and includes a failure to satisfy any Key Performance Indicator.

**“FM Service Failure Deduction”** means a Deduction which may be made in respect of an FM Service Failure.

**“Key Performance Indicator”** has the meaning set out in Appendix 8A (FM Standards).

**“Lower Limit”** means the lower limits to the Key Performance Indicators, denoted as “LL” set forth in Exhibit B to Appendix 8A (FM Services – Port FM Facilities).

**“Minimum Monthly Unavailability Deduction”** means the sum of \$150, Index Linked.

**“Performance Monitoring Report”** means the report that Project Company will prepare and deliver to the City’s Representative within ten Business Days of the end of each Billing Period during the Operating Period and which provides the supporting detail for the Port FM Fee as required by Article 18 (Service Fee, Port Completion Payment and Other Payments) and Appendix 8A (FM Standards – Port FM Facilities).

**“Permanent Repair”** means Rectification where a Temporary Repair has been permitted and carried out pursuant to Section 2.11 of this Appendix.

**“Permanent Repair Deadline”** has the meaning set out in Section 2.11(a)(iv) of this Appendix.

**“Rectification”** means making good, whether temporarily or permanently, an Event so that the subject matter of such Event complies with the levels of service and performance of the Services required pursuant to this Project Agreement and shall without prejudice to the generality of the foregoing include restoring all functional capability affected by the Event. “Rectified” and “Rectify” should be construed accordingly.

**“Response Time”** has the meaning set out in Appendix 8A (FM Standards – Port FM Facilities).

**“Temporary Availability Condition”** has the meaning set out in Section 2.11(a)(ii) of this Appendix.

**“Temporary Repair”** means, in respect of the occurrence of an Unavailability Event, works of a temporary nature that do not constitute Rectification.

**“Temporary Repair Proposal”** has the meaning set out in Section 2.11(a) of this Appendix.

**“Unavailable or Unavailability”** means, with respect to Port space or systems, that such space or systems are in a state or condition that does not comply with the Availability Condition.

**“Unavailability Deduction”** means a Deduction which may be made in respect of an Unavailability Event that is not Rectified prior to the expiration of the applicable Completion Period.

**“Unavailability Event”** means an incident or state of affairs which causes one or more Port space and systems described in Section 2.4, 2.5 or 2.6 to be Unavailable.

## 2. DEDUCTIONS FROM PORT FM FEE

2.1 Entitlement to Make Deductions. If at any time after the Port Occupancy Date an Unavailability Event or an FM Service Failure occurs at the Port FM Facilities, the City will be entitled to make Deductions in accordance with this Appendix (including Section 2.9 of this Appendix) in respect of that Unavailability Event or FM Service Failure (and, for greater certainty, in respect of all other

Unavailability Events and FM Service Failures) from the Port FM Fee for the relevant Billing Period, except that:

- (a) the maximum aggregate of all Deductions that the City can make from the Port FM Fee in respect of a Billing Period is the aggregate amount of the Base Port FM Fee for that Billing Period; and
- (b) to the extent that an Unavailability Event or an FM Service Failure is the result of an Uninsurable Force Majeure Event, a Change in Law Event, or an Other Relief Event, as provided in Articles 16 and 17 of this Project Agreement, the City will not be entitled to make Deductions.

2.2 Classification of Event. The classification of an Event as an FM Service Failure or an Unavailability Event, will be made at the time at which the occurrence of the Event is reported to the Customer Service Center or otherwise reported to the Project Company. If an Event which results in an immediate FM Service Failure Deduction (because there is no applicable Response Time or Completion Period) can properly be classified as both an FM Service Failure and an Unavailability Event at the time it is reported, it will be classified as the Event that has the highest potential Deduction applicable to it. An Event which is incorrectly classified may be re-classified only with the approval of the City, such approval not to be unreasonably withheld. If such an Event is re-classified, the appropriate Deduction (if applicable) will be made and any Deduction incorrectly applied will be withdrawn.

2.3 Deductions for Unavailability Events. Subject to Sections 2.1 and 2.10 of this Appendix:

- (a) the Deduction in respect of each Unavailability Event will be the aggregate of the Deduction amounts for all Port space and systems made Unavailable as a result of the Unavailability Event; and
- (b) in the event of one or more Unavailability Events in a Billing Period, the aggregate Deductions in respect of Unavailability Events in such Billing Period will be the greater of (i) the Minimum Monthly Unavailability Deduction, and (ii) the aggregate amount of the Deductions calculated in such Billing Period pursuant to Section 2.3(a).

Where the Unavailability Event continues beyond four Completion Periods and the Project Company has failed to Rectify that Unavailability Event, the Unavailability Deduction calculated in accordance with this Appendix 10A will be multiplied by 2 for the fourth and each subsequent Unavailability Deduction.

2.4 Deductions for Fire Alarm System Service Failure. If the Fire Alarm System becomes Unavailable and remains Unavailable past the Completion Period, a \$1000 Deduction (Index Linked) for system Unavailability will be assessed if a Temporary Repair proposal is put in place, otherwise, a full \$5000 Unavailability Deduction (Index Linked) will apply.

2.5 Deductions for Chilled Water and Hot Water System Unavailability. As part of the FM Services Plan for the Port FM Facilities, the FM Contractor and the Port will create a contingency procedure for the occurrence of hot water and chilled water failures to attempt to maintain temperature control in the Port Headquarters Building. If the Port heating, ventilation and air conditioning (HVAC) systems in the Port Headquarters Building are calling for hot water or chilled water, and the Central Utility Plant & Yard fails to supply the setpoint temperature, +/- 4°F (CHW) and +/- 10°F (HHW), and



- (a) if the building key areas remain in control, a \$2500 Deduction (Index Linked) will be assessed per day for each occupied day commencing after a 2 hour Completion Period is exceeded
- (b) if temperature control is lost in the building, a \$5000 Deduction (Index Linked) will be assessed per day for each occupied day commencing after an initial 2 hour Completion Period is exceeded.

The Project Company shall allow the City and the Port monitoring access to the Central Utility Plant & Yard systems. Each of the City and the Port shall allow the Project Company and the FM Contractor monitoring access to the Port HVAC on the Port Headquarters Building management system.

2.6 Deductions for Envelope Leaks. If a leak in the Port Headquarters Building envelope causes space to be Unavailable, the Project Company shall treat such leak as an emergency and apply appropriate response and Rectification timeframes. The Project Company shall clean up such leak and pay for any direct costs associated with the clean-up and rectification of such leak. If the space remains Unavailable after the next Business Day, the City shall impose a \$150 Deduction (Index Linked) per day in addition to any direct costs.

2.7 Deductions for FM Service Failures. Subject to Section 2.1 of this Appendix, the amount of the Deduction in respect of an FM Service Failure with respect to the Port FM Facilities will be as follows:

- (a) for KPI's measured with a percentage performance metric as set out in Appendix 8A (FM Standards – Port FM Facilities), the Deduction for each percentage point or part thereof below the Lower Limit in the KPI will be as shown in the table below, Index Linked and will be applied according to the frequency of measurement specified in Appendix 8A (FM Standards – Port FM Facilities)

<b>% below LL of KPI</b>	<b>\$ deduction</b>
Up to 25%	\$500
>25%	\$1000

2.8 Completion Periods. If an Event occurs:

- (a) in the case of an FM Service Failure for which there is no Completion Period, the City shall make the applicable FM Service Failure Deduction in accordance with the KPI's in Appendix 8A and Section 2.8 of this Appendix;
- (b) in the case of an Unavailability Event, if the Project Company Rectifies the Unavailability Event within the Completion Period in which the Unavailability Event first occurred, then no Deduction will be made for such Unavailability Event; and
- (c) in any case and in addition to the foregoing, where the Event giving rise to the Unavailability Event is still existing at the end of a prior Completion Period, then there shall be deemed to be a new Event occurring for each Completion Period at the start of which the relevant Event exists;

Nothing in this Section 2.9 will limit any other Deductions in respect of the same Event or the occurrence of, and Deductions in respect of, additional Events that occur within a Completion Period.

2.9 Multiple Events. If the root cause of a series of Events is substantially the same, whether or not the Project Company Rectifies any or all of the Events within the applicable Completion Period, a Deduction of \$1000 (Index Linked) will apply per Event on the occurrence of any of the following:

- (a) the third such Event in a day and on the occurrence of each subsequent such Event in that day; and
- (b) the fourth such Event in a rolling consecutive seven day period and on the occurrence of each subsequent such Event in that seven day period.

2.10 Temporary Repairs. If the Project Company is unable to Rectify an Unavailability Event within the applicable Completion Period due to the need for specialized materials or personnel that are not required by this Project Agreement to be immediately available at the affected Facility and are not, and cannot reasonably be expected to be, available at the affected Facility, then:

- (a) the Project Company may provide the Owner with a proposal (the “Temporary Repair Proposal”) for:
  - i. a Temporary Repair;
  - ii. a temporary modification to the Availability Condition for the relevant Port space and systems until the Permanent Repair is completed (the “Temporary Availability Condition”);
  - iii. the Permanent Repair; and
  - iv. the period within which to complete the Permanent Repair (the “Permanent Repair Deadline”);
- (b) the Owner may in its discretion consider the Temporary Repair Proposal, and the Project Company will not carry out the Temporary Repair until the Temporary Repair Proposal is accepted by the Owner;
- (c) if the Owner accepts the Temporary Repair Proposal, the Project Company will carry out the Temporary Repair in accordance with the Temporary Repair Proposal;
- (d) if the Temporary Repair is completed in accordance with the Temporary Repair Proposal, the Availability Condition for the relevant Port space and systems will be modified to be the Temporary Availability Condition;
- (e) if the Permanent Repair is not completed by the Permanent Repair Deadline, the Temporary Availability Condition will cease to be the Availability Condition and the Owner may make all applicable Unavailability Deductions with effect from the Permanent Repair Deadline; and
- (f) except with respect to the applicable modification of the Availability Condition, nothing in this Section 2.11 will limit the City’s entitlement to Deductions within the applicable Completion Periods.

2.11 Compliance with Applicable Law and Best Management Practice. When carrying out Rectification, or works of Temporary Repair pursuant to Section 2.11 of this Appendix, the Project Company will at all times act in accordance with Applicable Law and Best Management Practice. If in doing so the Project Company breaches Applicable Law, there will be a Deduction of all costs plus 10% per breach of Applicable Law, Index Linked. If in doing so the Project Company breaches Best

Management Practice, but does not also breach Applicable Law, there will be a Deduction of all costs plus 5% per breach of Best Management Practice, Index Linked.

2.12 Deficiency Correction Period – Unavailability. During the 28 day period beginning on the Occupancy Date in respect of a Port FM Facility, the amount of any Unavailability Deductions for Unavailability Events directly caused by deficiencies in such Facility will be reduced by 75%

2.13 No Deductions for Unavailability Events or FM Service Failures Caused by Punch List Item Work. No Deductions shall be imposed for Unavailability Events or FM Service Failures to the extent caused by work performed by the Project Company in accordance with the Contract Standards to address Punch List Items.

2.14 Elevator Unavailability

- (a) The Project Company is afforded a Completion Period for all elevator Unavailability Events, and no Deductions shall occur if the Project Company rectifies the Unavailability Events within the Completion Period.
- (b) If four or more elevators are Unavailable and such Unavailability is not Rectified prior to expiration of the applicable Completion Period, then the Unavailability Deduction shall be \$500 (Index Linked); provided however, that on days where Board of Harbor Commissioners meetings are being held in the council chambers, the deduction would increase to \$750 (Index Linked) if Unavailability persists after 12:00 pm. For clarity, the commencement of the Completion Period for calculation of any Elevator Unavailability Deduction shall be the commencement of the Completion Period for the fourth Unavailable Elevator.
- (c) The recurrence interval for application of Unavailability Deductions with respect to elevator Unavailability is 24 hours. To the extent that the applicable Completion Period has expired and the Unavailability has not been Rectified, no additional Unavailability Deduction shall be imposed until the expiration of such recurrence interval and the subsequent Completion Period.
- (d) Notwithstanding the foregoing, if an elevator is Unavailable due to maintenance that has been prescheduled with the Port there shall be no Unavailability Deduction.

2.15 Elevator Entrapment Deductions. The Deduction for a Project Company failure to provide an on-site licensed elevator technician response to an entrapment within one-hour during Operating Hours or within two-hours during non-Operating Hours is \$200 (Index Linked). Project Company shall be responsible for the cost of repairs to any damaged elevator equipment as a result of a Project Company failure to provide an on-site licensed elevator technician response to an elevator entrapment within one-hour. This could include, but is not limited to, fire department extraction due to user panic or medical condition, noting that Project Company is not responsible for damage caused prior to expiration of the one-hour response time during Operating Hours or the two-hour response time during non-Operating Hours.

3. REVIEW OF DEDUCTIONS, ETC.

3.1 Initiation of Review. The City, the Port and the Project Company shall review the amount of Deductions for FM Service Failures and for Unavailability Events at any time if requested by either party but in any event such amounts shall be reviewed at least once in every Contract Year for the

purposes of the following Contract Year. If so requested, the City, the Port and the Project Company shall act reasonably and diligently in carrying out the review, which will not exceed 30 days without the agreement of both parties. For the avoidance of doubt, the parties intend that any changes made as a result of such a review will not alter the overall risk profile of the relevant FM Services or the likely magnitude of Deductions. If proposed changes would result in any such alteration, the matter will be deemed to be a Change subject to the provisions of Appendix 8A (FM Standards).

3.2 Results of Review. The City, the Port and the Project Company may, in respect of each matter that is the subject of the review, either:

- (a) agree that the status of the relevant matter will continue to apply unchanged for the relevant Contract Year; or
- (b) agree to adjustments to the relevant matter to take effect in the relevant Contract Year.

If the parties do not agree within 30 days after completion of the review, either party may refer the matter to Non-Binding Mediation.

3.3 Effective Time of Adjustments. Any adjustment pursuant to a review will be effective from the commencement of the relevant Contract Year.

#### 4. FAILURE BY THE PROJECT COMPANY TO MONITOR OR REPORT

4.1 Performance Monitoring Report. The Performance Monitoring Report produced by the Project Company for any Billing Period will be the initial source of the information regarding the performance of the FM Services for the relevant Billing Period for the purposes of calculating the relevant Deductions.

4.2 Failure to Monitor or Report. If the Project Company fails to monitor or accurately report an Event, an FM Service Failure or an Unavailability Event:

- (a) a Deduction of \$500 (Index Linked) will apply for each Event that has been mis-reported. The relevant Deduction for the mis-reporting will be made in addition to the Deductions that would have been made had there been no failure to monitor or report;
- (b) the City will be entitled to make Deductions in respect of any FM Service Failures or Unavailability Events in the manner prescribed in this Appendix and the Performance Monitoring Reports and invoices with respect to all Billing Periods affected by such failure will be restated to include any such Deductions; and
- (c) the Project Company will forthwith pay to the City the amount, if any, by which the amount paid to it for the affected Billing Periods exceeds the amount in the restated invoices for such Billing Periods.

4.3 Misconduct. If the City's inspection or investigation of records reveals, on the part of the Project Company or a Project Company Person:

- (a) fraudulent action or inaction; or
- (b) deliberate misrepresentation; or
- (c) gross misconduct or incompetence,

then a Deduction of \$2500 (Index Linked) for each Event that has been misreported. The relevant Deduction for the misconduct will be made in addition to the Deductions that would have been made had there been no misreporting.

4.4 No Prejudice to Other Rights. The provisions of this Section are without prejudice to any rights of the Owner in this Project Agreement, including pursuant to Article 22 (Project Company Events of Default) of this Project Agreement.

ATTACHMENT 10A

FUNCTIONAL UNITS, UNIT DEDUCTION AMOUNTS, COMPLETION PERIODS

**Finish Schedule - City**

Ref	Functional Area	Area (sqft)	Rank 0-5	Completion Period (hours)	Unit Deduction Amount (\$)
011ST	Storage		1	24	10
012ST	Storage	255 SF	1	24	10
013ST	Storage	198 SF	1	24	10
1104	Telephone	88 SF	1	24	10
1105	Storage	22 SF	1	24	10
1241	Telephone/Electrical	102 SF	1	24	10
1250	MECH	535 SF	1	24	10
1307	LARGE SCAN	263 SF	1	24	10
1308	STOR	122 SF	1	24	10
1404	STO.	201 SF	1	24	10
1911	LOCKERS	78 SF	1	24	10
1913	LOCKERS	90 SF	1	24	10
2392	E	62 SF	1	24	10
021ST	ST	175 SF	1	24	10
022ST	ST	180 SF	1	24	10
023ST	ST	211 SF	1	24	10
2142	E	89 SF	1	24	10
2143	T	36 SF	1	24	10
2150	MECH.	347 SF	1	24	10
2152	STOR	114 SF	1	24	10
2153	STOR	87 SF	1	24	10
2204	STOR	78 SF	1	24	10
2206	STOR	79 SF	1	24	10
2242	T/E	128 SF	1	24	10
2261	COPY	135 SF	1	24	10
2303	PANTRY	128 SF	1	24	10
2304	STOR	222 SF	1	24	10
031ST	ST	175 SF	1	24	10
032ST	ST	180 SF	1	24	10
3142	E	91 SF	1	24	10
3143	T	38 SF	1	24	10
3241	T/E	127 SF	1	24	10
041ST	ST	175 SF	1	24	10
042ST	ST	180 SF	1	24	10

4142	E	91 SF	1	24	10
4143	T	38 SF	1	24	10
4150	MECH.	445 SF	1	24	10
4241	T/E	135 SF	1	24	10
4250	MECH.	445 SF	1	24	10
051ST	ST	175 SF	1	24	10
052ST	ST	180 SF	1	24	10
5142	E	91 SF	1	24	10
5143	T	38 SF	1	24	10
5205	LATERAL FILES	211 SF	1	24	10
5241	T/E	127 SF	1	24	10
5315	PANTRY	170 SF	1	24	10
5323	COPY/WORK AREA	150 SF	1	24	10
061ST	ST	175 SF	1	24	10
062ST	ST	180 SF	1	24	10
6142	E	91 SF	1	24	10
6143	T	38 SF	1	24	10
6241	T/E	133 SF	1	24	10
6285	COPY	82 SF	1	24	10
6286	COPY	82 SF	1	24	10
6300	COPY/WORK AREA	150 SF	1	24	10
6307	STORAGE	88 SF	1	24	10
6308	STORAGE	80 SF	1	24	10
6309	LATERAL FILES	125 SF	1	24	10
6318	LATERAL FILES	211 SF	1	24	10
6319	PANTRY	170 SF	1	24	10
071ST	ST	175 SF	1	24	10
072ST	ST	180 SF	1	24	10
7142	T	91 SF	1	24	10
7143	E	38 SF	1	24	10
7150	MECH	421 SF	1	24	10
7241	T/E	127 SF	1	24	10
7250	MECH	421 SF	1	24	10
7325	LATERAL FILES	211 SF	1	24	10
7326	PANTRY	166 SF	1	24	10
7351	COPY	79 SF	1	24	10
7366	COPY/WORK AREA	150 SF	1	24	10
7367	STORAGE	104 SF	1	24	10
7374	COPY	82 SF	1	24	10
7377	STORAGE	104 SF	1	24	10
081ST	ST	175 SF	1	24	10

082ST	ST	180 SF	1	24	10
8142	T	91 SF	1	24	10
8143	E	38 SF	1	24	10
8241	T/E	131 SF	1	24	10
8296	STORAGE	140 SF	1	24	10
8297	COPY/WORK RM	321 SF	1	24	10
8298	COPY/WORK RM	320 SF	1	24	10
8299	PANTRY	162 SF	1	24	10
8308	STORAGE	223 SF	1	24	10
091ST	ST	175 SF	1	24	10
092ST	ST	180 SF	1	24	10
101ST	ST	175 SF	1	24	10
102ST	ST	180 SF	1	24	10
10142	E	91 SF	1	24	10
10143	T	38 SF	1	24	10
10150	MECH	447 SF	1	24	10
10240	V	153 SF	1	24	10
10241	T/E	131 SF	1	24	10
10250	MECH	447 SF	1	24	10
111ST	ST	175 SF	1	24	10
112ST	ST	180 SF	1	24	10
11142	E	91 SF	1	24	10
11143	T	38 SF	1	24	10
11145	V	55 SF	1	24	10
11151	PANTRY	422 SF	1	24	10
11155	COPY/WORK RM	596 SF	1	24	10
11204	COPY	113 SF	1	24	10
11241	T/E	127 SF	1	24	10
1109	CORRIDOR	349 SF	2	8	20
1240	Vestibule	152 SF	2	8	20
1254	OFFICE	151 SF	2	8	20
1259	WAITING	2224 SF	2	8	20
1301	OFFICE	146 SF	2	8	20
1302	OFFICE	233 SF	2	8	20
1303	OFFICE	228 SF	2	8	20
1304	OFFICE	228 SF	2	8	20
1305	OFFICE	228 SF	2	8	20
1306	WORK ROOM	200 SF	2	8	20
1380	<i>OPEN OFFICE Zone TBD</i>	7676 SF	2	8	20
1380	<i>OPEN OFFICE Zone TBD</i>		2	8	20



1380	OPEN OFFICE Zone TBD		2	8	20
1380	OPEN OFFICE Zone TBD		2	8	20
1407	HUDDLE	73 SF	2	8	20
1408	HUDDLE	76 SF	2	8	20
1414	CORRIDOR	1917 SF	2	8	20
2145	V	55 SF	2	8	20
2240	V	152 SF	2	8	20
2243	V	71 SF	2	8	20
2252	OPEN Layout Zone TBD	8301 SF	2	8	20
2252	OPEN Layout Zone TBD		2	8	20
2252	OPEN Layout Zone TBD		2	8	20
2252	OPEN Layout Zone TBD		2	8	20
2257	WAITING	2624 SF	2	8	20
2262	OFFICE	144 SF	2	8	20
3101	OPEN Layout Zone TBD	19542 SF	2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3145	V	55 SF	2	8	20
3201	ELEV LOBBY	348 SF	2	8	20
3242	V	71 SF	2	8	20
4101	OPEN Layout Zone TBD	19251 SF	2	8	20

4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4145	V	55 SF	2	8	20
4240	V	153 SF	2	8	20
4242	V	71 SF	2	8	20
4314	ELEV LOBBY	321 SF	2	8	20
5101	OPEN Layout Zone TBD	17075 SF	2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5145	V	55 SF	2	8	20
5201	ELEV LOBBY	348 SF	2	8	20
5240	V	153 SF	2	8	20
5242	V	71 SF	2	8	20
5313	LARGE OFFICE	303 SF	2	8	20
5318	OFFICE	139 SF	2	8	20

5319	OFFICE	138 SF	2	8	20
5320	OFFICE	134 SF	2	8	20
2275	SM. OFFICE	114 SF	2	8	20
2276	SM. OFFICE	112 SF	2	8	20
2277	SM. OFFICE	115 SF	2	8	20
6101	<i>OPEN Layout Zone TBD</i>	12344 SF	2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6145	V	55 SF	2	8	20
6201	ELEV LOBBY	348 SF	2	8	20
6240	V	153 SF	2	8	20
6242	V	71 SF	2	8	20
6263	SM. OFFICE	112 SF	2	8	20
6264	SM. OFFICE	115 SF	2	8	20
6265	SM. OFFICE	112 SF	2	8	20
6266	SM. OFFICE	114 SF	2	8	20
6267	SM. OFFICE	114 SF	2	8	20
6268	SM. OFFICE	114 SF	2	8	20
6269	SM. OFFICE	116 SF	2	8	20
6270	SM. OFFICE	116 SF	2	8	20
6271	SM. OFFICE	113 SF	2	8	20
6272	SM. OFFICE	114 SF	2	8	20
6273	SM. OFFICE	117 SF	2	8	20
6278	SM. OFFICE	115 SF	2	8	20
6279	SM. OFFICE	113 SF	2	8	20
6280	SM. OFFICE	113 SF	2	8	20
6281	SM. OFFICE	115 SF	2	8	20
6282	SM. OFFICE	117 SF	2	8	20
6293	OFFICE	147 SF	2	8	20
6294	OFFICE	139 SF	2	8	20
6295	OFFICE	135 SF	2	8	20
6296	OFFICE	138 SF	2	8	20
6297	OFFICE	139 SF	2	8	20
6298	OFFICE	148 SF	2	8	20

6299	OFFICE	139 SF	2	8	20
6321	LARGE OFFICE	303 SF	2	8	20
7145	V	55 SF	2	8	20
7240	V	153 SF	2	8	20
7242	V	71 SF	2	8	20
7323	ELEV LOBBY	318 SF	2	8	20
7324	<i>OPEN Layout Zone TBD</i>	12071 SF	2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7330	SM. OFFICE	104 SF	2	8	20
7331	SM. OFFICE	107 SF	2	8	20
7332	SM. OFFICE	104 SF	2	8	20
7333	SM. OFFICE	106 SF	2	8	20
7334	SM. OFFICE	106 SF	2	8	20
7335	SM. OFFICE	106 SF	2	8	20
7336	SM. OFFICE	109 SF	2	8	20
7337	SM. OFFICE	109 SF	2	8	20
7338	SM. OFFICE	105 SF	2	8	20
7339	SM. OFFICE	106 SF	2	8	20
7340	SM. OFFICE	109 SF	2	8	20
7341	SM. OFFICE	107 SF	2	8	20
7342	SM. OFFICE	104 SF	2	8	20
7343	SM. OFFICE	107 SF	2	8	20
7344	SM. OFFICE	107 SF	2	8	20
7345	SM. OFFICE	105 SF	2	8	20
7346	SM. OFFICE	105 SF	2	8	20
7347	SM. OFFICE	107 SF	2	8	20
7348	SM. OFFICE	109 SF	2	8	20
7349	CONFERENCE	234 SF	2	8	20
7350	CONFERENCE	535 SF	2	8	20
7359	OFFICE	139 SF	2	8	20
7360	OFFICE	131 SF	2	8	20
7361	OFFICE	127 SF	2	8	20
7362	OFFICE	131 SF	2	8	20

7363	OFFICE	131 SF	2	8	20
7364	OFFICE	141 SF	2	8	20
7365	OFFICE	131 SF	2	8	20
8145	V	55 SF	2	8	20
8240	V	151 SF	2	8	20
8242	V	71 SF	2	8	20
8263	LARGE OFFICE	327 SF	2	8	20
8264	LARGE OFFICE	311 SF	2	8	20
8268	LARGE OFFICE	310 SF	2	8	20
8269	LARGE OFFICE	326 SF	2	8	20
8270	OFFICE	128 SF	2	8	20
8271	OFFICE	138 SF	2	8	20
8272	OFFICE	128 SF	2	8	20
8273	OFFICE	130 SF	2	8	20
8274	OFFICE	128 SF	2	8	20
8275	OFFICE	130 SF	2	8	20
8276	OFFICE	128 SF	2	8	20
8277	OFFICE	130 SF	2	8	20
8278	OFFICE	130 SF	2	8	20
8279	OFFICE	128 SF	2	8	20
8280	OFFICE	138 SF	2	8	20
8281	OFFICE	139 SF	2	8	20
8282	OFFICE	139 SF	2	8	20
8283	OFFICE	137 SF	2	8	20
8284	OFFICE	139 SF	2	8	20
8285	OFFICE	137 SF	2	8	20
8286	OFFICE	139 SF	2	8	20
8287	OFFICE	137 SF	2	8	20
8290	OFFICE	108 SF	2	8	20
8291	OFFICE	109 SF	2	8	20
8292	OFFICE	106 SF	2	8	20
8293	OFFICE	108 SF	2	8	20
8294	OFFICE	108 SF	2	8	20
8295	OFFICE	108 SF	2	8	20
8307	<i>OPEN Layout Zone TBD</i>	2993 SF	2	8	20
8307	<i>OPEN Layout Zone TBD</i>		2	8	20
8309	OFFICE	149 SF	2	8	20
8310	OFFICE	149 SF	2	8	20
8311	OFFICE	149 SF	2	8	20
8312	OFFICE	149 SF	2	8	20

8313	OPEN Layout Zone TBD	7771 SF	2	8	20
8313	OPEN Layout Zone TBD	7771 SF	2	8	20
8313	OPEN Layout Zone TBD	7771 SF	2	8	20
8313	OPEN Layout Zone TBD	7771 SF	2	8	20
8314	ELEV LOBBY	473 SF	2	8	20
9101	OPEN Layout Zone TBD	20260 SF	2	8	20
9101	OPEN Layout Zone TBD		2	8	20
9101	OPEN Layout Zone TBD		2	8	20
9101	OPEN Layout Zone TBD		2	8	20
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9101	OPEN Layout Zone TBD		2	8	20
9101	OPEN Layout Zone TBD		2	8	20
9101	OPEN Layout Zone TBD		2	8	20
9301	ELEV LOBBY	338 SF	2	8	20
10101	OPEN Layout Zone TBD	19561 SF	2	8	20
10101	OPEN Layout Zone TBD		2	8	20
10101	OPEN Layout Zone TBD		2	8	20
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10101	OPEN Layout Zone TBD		2	8	20

10101	OPEN Layout Zone TBD		2	8	20
10101	OPEN Layout Zone TBD		2	8	20
10145	V	55 SF	2	8	20
10242	V	71 SF	2	8	20
10379	ELEV LOBBY	305 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11103	OFFICE	119 SF	2	8	20
11240	V	153 SF	2	8	20
11242	V	71 SF	2	8	20
1106	W/M	60 SF	3	8	40
1107	Mens Restroom	230 SF	3	8	40
1108	Womens Restroom	237 SF	3	8	40
1252	LG. CONF.	338 SF	3	8	40
1253	SM. CONF.	260 SF	3	8	40
1255	Womens Restroom	151 SF	3	8	40
1256	Womens Restroom	146 SF	3	8	40
1257	Mens Restroom	147 SF	3	8	40
1258	Mens Restroom	152 SF	3	8	40
1409	CONF	436 SF	3	8	40
1410	M	206 SF	3	8	40
1412	Womens Restroom	208 SF	3	8	40
2101	SHARED CONF.	464 SF	3	8	40
2102	SHARED CONF.	478 SF	3	8	40
2103	SHARED CONF.	404 SF	3	8	40
2104	SHARED CONF.	469 SF	3	8	40
2140	Womens Restroom	188 SF	3	8	40
2141	M	187 SF	3	8	40
2154	SHARED CONF.	491 SF	3	8	40
2203	SHARED CONF.	645 SF	3	8	40
2205	SHARED CONF.	464 SF	3	8	40
2251	MEDIUM CONF.	379 SF	3	8	40
2253	M	152 SF	3	8	40

2254	Womens Restroom	149 SF	3	8	40
2255	Womens Restroom	143 SF	3	8	40
2256	M	147 SF	3	8	40
3141	M	188 SF	3	8	40
4140	Womens Restroom	188 SF	3	8	40
4141	M	189 SF	3	8	40
5140	W	188 SF	3	8	40
5141	M	188 SF	3	8	40
5314	WORK LOUNGE	299 SF	3	8	40
5316	HUDDLE	121 SF	3	8	40
5317	HUDDLE	121 SF	3	8	40
5321	CONFERENCE	535 SF	3	8	40
5322	CONFERENCE	247 SF	3	8	40
5324	HUDDLE	68 SF	3	8	40
5325	HUDDLE	76 SF	3	8	40
2310	COLLABORATION	236 SF	3	8	40
6140	W	188 SF	3	8	40
6141	M	188 SF	3	8	40
6262	RESOURCE LIBRARY	372 SF	3	8	40
6283	CONFERENCE	245 SF	3	8	40
6284	CONFERENCE	535 SF	3	8	40
6287	HUDDLE	57 SF	3	8	40
6288	HUDDLE	57 SF	3	8	40
6289	HUDDLE	122 SF	3	8	40
6290	HUDDLE	122 SF	3	8	40
6291	HUDDLE	67 SF	3	8	40
6292	HUDDLE	76 SF	3	8	40
6311	COLLABORATION	242 SF	3	8	40
6312	COLLABORATION	264 SF	3	8	40
6313	COLLABORATION	242 SF	3	8	40
6320	WORK LOUNGE	299 SF	3	8	40
7140	W	188 SF	3	8	40
7141	M	188 SF	3	8	40
7327	WORK LOUNGE	290 SF	3	8	40
7328	LARGE OFFICE	287 SF	3	8	40
7353	HUDDLE	55 SF	3	8	40
7354	HUDDLE	57 SF		0	0
7357	HUDDLE	67 SF	3	8	40
7358	HUDDLE	68 SF	3	8	40
7370	COLLABORATION	214 SF	3	8	40
7371	COLLABORATION	218 SF	3	8	40



7372	COLLABORATION	242 SF	3	8	40
7373	COLLABORATION	218 SF	3	8	40
7375	HUDDLE	55 SF	3	8	40
7376	HUDDLE	57 SF	3	8	40
304	WORK LOUNGE	282 SF	3	8	40
8140	W	188 SF	3	8	40
8141	M	188 SF	3	8	40
8300	CONFERENCE	262 SF	3	8	40
8301	CONFERENCE	223 SF	3	8	40
8302	CONFERENCE	223 SF	3	8	40
8303	LARGE CONF	427 SF	3	8	40
8305	LARGE CONF	374 SF	3	8	40
10140	W	188 SF	3	8	40
10141	M	188 SF	3	8	40
11102	SMALL CONF.	284 SF	3	8	40
11104	SMALL CONF./ HUDDLE	178 SF	3	8	40
11105	HUDDLE	57 SF	3	8	40
11106	SMALL CONF./ HUDDLE	191 SF	3	8	40
11140	W	188 SF	3	8	40
11141	M	188 SF	3	8	40
11202	HUDDLE	115 SF	3	8	40
11203	LARGE CONF.	356 SF	3	8	40
11251	HUDDLE	131 SF	3	8	40
11252	WASHROOM	128 SF	3	8	40
11255	SMALL CONF.	366 SF	3	8	40
11257	LG. CONF.	555 SF	3	8	40
1203	SECURITY STATION	96 SF	4	2	60
1204	FIRE COMMAND	201 SF	4	2	60
1271	LOBBY	3936 SF	4	2	60
2262	LOBBY	462 SF	4	2	60
2306	CASHIER	143 SF	4	2	60
8306	WAITING	179 SF	4	2	60
8307	RECEPTION	135 SF	4	2	60
11152	ASSIST.	219 SF	4	2	60
11153	OFFICE	207 SF	4	2	60
11154	ASSIST.	213 SF	4	2	60
11156	ASSIST.	262 SF	4	2	60
11157	OFFICE	191 SF	4	2	60
11158	ASSIST.	258 SF	4	2	60
11159	OFFICE	191 SF	4	2	60

11160	ASSIST.	262 SF	4	2	60
11161	OFFICE	191 SF	4	2	60
11201	WAITING	679 SF	4	2	60
11205	ASSIST.	258 SF	4	2	60
11206	OFFICE	191 SF	4	2	60
11207	ASSIST.	262 SF	4	2	60
11208	OFFICE	191 SF	4	2	60
11209	OFFICE	207 SF	4	2	60
11210	ASSIST.	213 SF	4	2	60
11211	OFFICE	207 SF	4	2	60
11212	FLAG ROOM	283 SF	4	2	60
11253	MAYOR'S OFFICE	466 SF	4	2	60
11254	MAYOR ASSIT.	179 SF	4	2	60
11256	MAYOR ADMIN.	182 SF	4	2	60
11258	ASSIST.	262 SF	4	2	60
11259	OFFICE	191 SF	4	2	60
1402	PRE FUNCTION	2265 SF	5	2	100
1403	MEDIA	125 SF	5	2	100
1405	MEDIA	264 SF	5	2	100
1406	GREEN ROOM	787 SF	5	2	100
1401	CHAMBERS	1920 SF	6	2	1000
1102	MEDIA CONF.	689 SF		0	0
1251	VAULT	146 SF		0	0
2144	J	31 SF		0	0
2305	PLAN	212 SF		0	0
3144	J	32 SF		0	0
4144	J	32 SF		0	0
5144	J	32 SF		0	0
6144	J	32 SF		0	0
7144	J	32 SF		0	0
8144	J	32 SF		0	0
10144	J	32 SF		0	0
11144	J	32 SF		0	0

Room Legend

ST - Storage  
E- Electrical

T - Telephone  
J - Janitor

M- Men's Restroom  
V - Vestibule

W – Women's Restroom

**Finish Schedule – Library**

<b>ROOM NUMBER</b>	<b>ROOM NAME</b>	<b>AREA</b>	<b>Priority</b>	<b>Completion Period (hours)</b>	<b>Unit Deduction Amount (\$)</b>
B1111	SECURE STORAGE	208 SF	1	24	10
B1301	STORAGE: ADMINISTRATIVE RECORDS SECURED	359 SF	1	24	10
B1303	STORAGE: CUSTODIAL	183 SF	1	24	10
B1304	EMERGENCY SUPPLIES	194 SF	1	24	10
B1507	KITCHENETTE	101 SF	1	24	10
B1508	STORAGE: LIBRARY GENERAL	847 SF	1	24	10
1101	AUTOMATED MATERIALS HANDLING	824 SF	1	24	10
1104	COPY	76 SF	1	24	10
1106	STORAGE	79 SF	1	24	10
1108	STORAGE: YOUTH SERVICES	283 SF	1	24	10
1303	KITCHENETTE	154 SF	1	24	10
1304	A/V	74 SF	1	24	10
1305	CHAIR & TABLE STORAGE	121 SF	1	24	10
1501	STORAGE	386 SF	1	24	10
1503	STORAGE	248 SF	1	24	10
1603	WORKROOM STORAGE	86 SF	1	24	10
1605	FOUNDATION STORAGE	173 SF	1	24	10
2101	COPY CENTER	221 SF	1	24	10
2109	STORAGE & PRODUCTION CENTER	156 SF	1	24	10
2110	KITCHENETTE	95 SF	1	24	10
B1101	WORKROOM: BIBLIOGRAPHIC CONTROL	522 SF	2	8	20
B1102	COLLECTION SERVICES WORKROOM	811 SF	2	8	20
B1103	COLLECTION SERVICES OFFICE	148 SF	2	8	20
B1106	WORKROOM: AQUISITIONS	764 SF	2	8	20
B1108	OFFICE: DEPARTMENT LIBRARIAN II_C	149 SF	2	8	20

B1109	OFFICE: MANAGER AUTOMATED SERVICES	203 SF	2	8	20
B1203	STAIR	385 SF	2	8	20
B1306	VESTIBULE	101 SF	2	8	20
B1404	STAIR	523 SF	2	8	20
B1505	STAFF LOUNGE	728 SF	2	8	20
B1506	STAFF MEETING RM	587 SF	2	8	20
B1514	CORRIDOR	1325 SF	2	8	20
B1603	ASB STAFF DEVELOPMENT	427 SF	2	8	20
1102	WORKROOM	838 SF	2	8	20
1103	OFFICE: DEPT LIBRARIAN	161 SF	2	8	20
1107	STORY TIME CRAFT SPACE	687 SF	2	8	20
1109	WORKROOM: YOUTH SERVICES	486 SF	2	8	20
1110	OFFICE: YOUTH SERVICES	145 SF	2	8	20
1203	STAIR	267 SF	2	8	20
1306	ICPD WORKROOM & STORAGE	221 SF	2	8	20
1307	ICPD	1088 SF	2	8	20
1308	CORRIDOR	323 SF	2	8	20
1309	CORRIDOR	489 SF	2	8	20
1404	STAIR	389 SF	2	8	20
1601	OFFICE: DEVELOPMENT	149 SF	2	8	20
1602	FOUNDATION WORKROOM	562 SF	2	8	20
1604	OFFICE: FOUNDATION	149 SF	2	8	20
1701	ROOM	116 SF	2	8	20
2112	BRANCH MANAGER	187 SF	2	8	20
2113	MAIN MANAGER	186 SF	2	8	20
2114	DIRECTOR	327 SF	2	8	20
2116	YOUTH SERVICES OFFICER	167 SF	2	8	20
2117	ADMIN OFFICER	181 SF	2	8	20
2121	MEDIA PRODUCTION	622 SF	2	8	20
2122	STUDIO WORK	166 SF	2	8	20
2123	SOUND PRODUCTION	305 SF	2	8	20
2125	GRAPHICS STUDIO & WORKROOM:	1104 SF	2	8	20

	INFORMATION AND COMMUNITY SERVICES				
2126	OFFICE: DEPT LIBRARIAN II B	185 SF	2	8	20
2127	OFFICE: DEPT LIBRARIAN II	151 SF	2	8	20
2129	CORRIDOR	414 SF	2	8	20
2203	STAIR	267 SF	2	8	20
2404	STAIR	255 SF	2	8	20
B2706	B2 LOADING	23094 SF	3	8	40
B1105	SHIPPING AND RECEIVING	1149 SF	3	8	40
B1509	MENS TOILET	268 SF	3	8	40
B1510	FRIENDS STORAGE & SORTING	736 SF	3	8	40
B1513	WOMEN'S TOILET	269 SF	3	8	40
B1701	ROOM	142 SF	3	8	40
B1702	ROOM	119 SF	3	8	40
B1703	ROOM	155 SF	3	8	40
B1704	ROOM	134 SF	3	8	40
B1707	ROOM	58 SF	3	8	40
1111	FAMILY WR	60 SF	3	8	40
1112	FAMILY WR	57 SF	3	8	40
1301	MTG RM B	1195 SF	3	8	40
1302	MTG RM A	1298 SF	3	8	40
1405	WR	372 SF	3	8	40
1406	WR	373 SF	3	8	40
1502	MILLER ROOM	1444 SF	3	8	40
1608	MARKETPLACE	2624 SF	3	8	40
2102	STUDY RM A	183 SF	3	8	40
2103	STUDY RM B	184 SF	3	8	40
2104	STUDY RM C	183 SF	3	8	40
2105	STUDY RM D	183 SF	3	8	40
2108	WORKSTATIONS (8)	738 SF	3	8	40
2111	EXECUTIVE WR	70 SF	3	8	40
2115	CONFERENCE RM	239 SF	3	8	40
2405	WR	372 SF	3	8	40
2406	WR	373 SF	3	8	40
2502	FLEXIBLE USE SPACE	1427 SF	3	8	40
2503	FLEXIBLE USE SPACE	3019 SF	3	8	40
2604	INFO COMMONS STACKS	598 SF	3	8	40

2605	INFO COMMONS	1449 SF	3	8	40
B2702	CLOSED STACK	2958 SF	4	2	60
B2704	SERVICE VESTIBULE	207 SF	4	2	60
B1107	DELIVERY SERVICES	150 SF	4	2	60
B1601	SPECIAL COLLECTIONS	842 SF	4	2	60
B1602	PETROLEUM COLLECTION	523 SF	4	2	60
1100	ENTRANCE & LOBBY	3331 SF	4	2	60
1105	MAIN CIRCULATION DESK	532 SF	4	2	60
1113	STORYTIME THEATRE AREA	596 SF	4	2	60
1114	EARLY CHILDHOOD LITERACY	1161 SF	4	2	60
1115	SPECIAL CONNECT	263 SF	4	2	60
1116	EARLY READERS	1170 SF	4	2	60
1117	MIDDLE SCHOOL AREA	886 SF	4	2	60
1118	CHILDREN'S LIBRARY	2008 SF	4	2	60
1119	SCHOOL AGE AREA	1297 SF	4	2	60
1120	STACKS	1026 SF	4	2	60
1504	CENTRAL DISPLAY SPACE	2564 SF	4	2	60
1606	FRIEND'S BOOKSTORE	533 SF	4	2	60
1607	FAMILY LEARNING CENTER	866 SF	4	2	60
2118	RECEPTION	87 SF	4	2	60
2119	ENTRANCE	69 SF	4	2	60
2120	THE STUDIO (MAKERS SPACE)	1748 SF	4	2	60
2128	TEEN COLLABORATION	577 SF	4	2	60
2301	ADULT COLLECTIONS	2467 SF	4	2	60
2302	ADULT SEATING	4611 SF	4	2	60
2303	MAGAZINE DISPLAY & READING AREA	591 SF	4	2	60
2304	INTERNATIONAL LANGUAGE COLLECTIONS	764 SF	4	2	60
2305	QUIET READING	1153 SF	4	2	60
2306	CIRCULATION	3989 SF	4	2	60
2501	INFO DESK	329 SF	4	2	60
2601	AUDIO & LARGE PRINT	1458 SF	4	2	60
2602	GOVERNMENT DOCUMENTS	664 SF	4	2	60

2603	ADULT COLLECTIONS	3997 SF	4	2	60
2606	STUDY AREA & COLLECTIONS	1379 SF	4	2	60
2607	TEEN LOUNGE	1262 SF	4	2	60
B1110	IT	152 SF	5	2	100
B1302	MAIN IT	305 SF	5	2	100
B1308	ELEVATOR CTRL	241 SF	5	2	100
B2703	VAULT (SECURE)	379 SF		0	0
B1307	WORKROOM: FACILITY MAINTENANCE	279 SF		0	0
B2705	GENERATOR	335 SF		0	0
B2707	MAIN / METER RM	93 SF		0	0
B2708	SCE	250 SF		0	0
B2801	MECH	345 SF		0	0
B2802	MECH	168 SF		0	0
B1104	MAIN ELEC	285 SF		0	0
B1201	E	86 SF		0	0
B1202	T	88 SF		0	0
B1305	SEWAGE EJECTOR	188 SF		0	0
B1403	MECH	1215 SF		0	0
B1507	J	42 SF		0	0
B1512	VA	735 SF		0	0
B1801	MECH	553 SF		0	0
B1802	MECH	345 SF		0	0
1201	E	128 SF		0	0
1202	T	128 SF		0	0
1401	J	44 SF		0	0
1402	T	82 SF		0	0
1403	E	120 SF		0	0
2124	J	48 SF		0	0
2201	E	128 SF		0	0
2202	IT	128 SF		0	0
2401	J	44 SF		0	0
2402	IT	82 SF		0	0
2403	E	120 SF		0	0

Room Legend

- ST - Storage                      T - Telephone                      M- Men's Restroom                      W – Women's Restroom  
E- Electrical                      J - Janitor                      V - Vestibule

## EXHIBIT H

### APPENDIX 10 A - REDLINE

#### APPENDIX 10A

#### PORT DEDUCTIONS

##### 1. DEFINITIONS

1.1 Definitions. In this Appendix, in addition to the definitions set out in this Project Agreement:

**“Availability Condition”** means, with respect to Port space and systems, such Port space and systems and normal access routes are in a state or condition that:

- (a) allow safe and convenient access to all persons who are entitled to enter, leave, occupy or use it, using normal access routes; and
- (b) is substantially complete, operational, safe, functional and fit for its intended use and meets all other requirements of this Project Agreement.

**“Completion Period”** for an Event means the amount of time if any, within which Rectification of the relevant Event must be completed, and specified as such for that Event in Appendix 8A (FM Standards – Port FM Facilities) or for reports or other documentation required to be delivered by the Project Company, 24 hours, or, if not so specified for an FM Service Failure in each case calculated:

- (a) from the time that the Event is reported to the Customer Service Center (as defined in the plan developed pursuant to Section 2.4 of Appendix 8A (FM Standards – Port FM Facilities)); or
- (b) in the case of an Event that has not been Rectified within one or more earlier Completion Periods, from the end of the immediately preceding Completion Period

and provided that if a Completion Period so measured would end after the operating hours of the applicable space for that day the Completion Period will end at the start of the next operating hours for such space.

**“Deduction”** means those deductions from the otherwise applicable Port FM Fee that the City is permitted to take as offsets on account of specified instances of nonperformance, calculated in accordance with this Appendix; provided, however, that the maximum aggregate amount of Deductions in respect of the Port FM Facilities with respect to any Billing Period shall not exceed the Base Port FM Fee for such Billing Period.

**“Event”** means an incident or state of affairs affecting the Availability Condition of space or systems or requiring Rectifications to be performed (or both).

**“FM Service Failure”** means any failure by the Project Company, other than an Unavailability Event, to provide the FM Services in accordance with this Project Agreement and in particular in accordance with Appendix 8A (FM Standards – Port FM Facilities), and includes a failure to satisfy any Key Performance Indicator.



**“FM Service Failure Deduction”** means a Deduction which may be made in respect of an FM Service Failure.

**“Key Performance Indicator”** has the meaning set out in Appendix 8A (FM Standards).

**“Lower Limit”** means the lower limits to the Key Performance Indicators, denoted as “LL” set forth in Exhibit B to Appendix 8A (FM Services – Port FM Facilities).

**“Minimum Monthly Unavailability Deduction”** means the sum of \$150, Index Linked.

**“Performance Monitoring Report”** means the report that Project Company will prepare and deliver to the City’s Representative within ~~five~~ten Business Days of the end of each Billing Period during the Operating Period and which provides the supporting detail for the Port FM Fee as required by Article 18 (Service Fee, Port Completion Payment and Other Payments) and Appendix 8A (FM Standards – Port FM Facilities).

**“Permanent Repair”** means Rectification where a Temporary Repair has been permitted and carried out pursuant to Section 2.11 of this Appendix.

**“Permanent Repair Deadline”** has the meaning set out in Section 2.11(a)(iv) of this Appendix.

**“Rectification”** means making good, whether temporarily or permanently, an Event so that the subject matter of such Event complies with the levels of service and performance of the Services required pursuant to this Project Agreement and shall without prejudice to the generality of the foregoing include restoring all functional capability affected by the Event. “Rectified” and “Rectify” should be construed accordingly.

**“Response Time”** has the meaning set out in Appendix 8A (FM Standards – Port FM Facilities).

**“Temporary Availability Condition”** has the meaning set out in Section 2.11(a)(ii) of this Appendix.

**“Temporary Repair”** means, in respect of the occurrence of an Unavailability Event, works of a temporary nature that do not constitute Rectification.

**“Temporary Repair Proposal”** has the meaning set out in Section 2.11(a) of this Appendix.

**“Unavailable or Unavailability”** means, with respect to Port space or systems, that such space or systems are in a state or condition that does not comply with the Availability Condition.

**“Unavailability Deduction”** means a Deduction which may be made in respect of an Unavailability Event that is not Rectified prior to the expiration of the applicable Completion Period.

**“Unavailability Event”** means an incident or state of affairs which causes one or more Port space and systems described in Section 2.4, 2.5 or 2.6 to be Unavailable.

## 2. DEDUCTIONS FROM PORT FM FEE

2.1 Entitlement to Make Deductions. If at any time after the Port Occupancy Date an Unavailability Event or an FM Service Failure occurs at the Port FM Facilities, the City will be entitled to make Deductions in accordance with this Appendix (including Section 2.9 of this Appendix) in respect of

that Unavailability Event or FM Service Failure (and, for greater certainty, in respect of all other Unavailability Events and FM Service Failures) from the Port FM Fee for the relevant Billing Period, except that:

- (a) the maximum aggregate of all Deductions that the City can make from the Port FM Fee in respect of a Billing Period is the aggregate amount of the Base Port FM Fee for that Billing Period; and
- (b) to the extent that an Unavailability Event or an FM Service Failure is the result of an Uninsurable Force Majeure Event, a Change in Law Event, or an Other Relief Event, as provided in Articles 16 and 17 of this Project Agreement, the City will not be entitled to make Deductions.

2.2 Classification of Event. The classification of an Event as an FM Service Failure or an Unavailability Event, will be made at the time at which the occurrence of the Event is reported to the Customer Service Center or otherwise reported to the Project Company. If an Event which results in an immediate FM Service Failure Deduction (because there is no applicable Response Time or Completion Period) can properly be classified as both an FM Service Failure and an Unavailability Event at the time it is reported, it will be classified as the Event that has the highest potential Deduction applicable to it. An Event which is incorrectly classified may be re-classified only with the approval of the City, such approval not to be unreasonably withheld. If such an Event is re-classified, the appropriate Deduction (if applicable) will be made and any Deduction incorrectly applied will be withdrawn.

2.3 Deductions for Unavailability Events. Subject to Sections 2.1 and 2.10 of this Appendix:

- (a) the Deduction in respect of each Unavailability Event will be the aggregate of the Deduction amounts for all Port space and systems made Unavailable as a result of the Unavailability Event; and
- (b) in the event of one or more Unavailability Events in a Billing Period, the aggregate Deductions in respect of Unavailability Events in such Billing Period will be the greater of (i) the Minimum Monthly Unavailability Deduction, and (ii) the aggregate amount of the Deductions calculated in such Billing Period pursuant to Section 2.3(a).

Where the Unavailability Event continues beyond four Completion Periods and the Project Company has failed to Rectify that Unavailability Event, the Unavailability Deduction calculated in accordance with this Appendix 10A will be multiplied by 2 for the fourth and each subsequent Unavailability Deduction.

2.4 Deductions for Fire Alarm System Service Failure. If the Fire Alarm System becomes Unavailable and remains Unavailable past the Completion Period, a \$1000 Deduction (Index Linked) for system Unavailability will be assessed if a Temporary Repair proposal is put in place, otherwise, a full \$5000 Unavailability Deduction (Index Linked) will apply.

2.5 Deductions for Chilled Water and Hot Water System Unavailability. As part of the FM Services Plan for the Port FM Facilities, the FM Contractor and the Port will create a contingency procedure for the occurrence of hot water and chilled water failures to attempt to maintain temperature control in the Port Headquarters Building. If the Port heating, ventilation and air conditioning (HVAC) systems in the Port Headquarters Building are calling for hot water or chilled water, and the Central Utility Plant & Yard fails to supply the setpoint temperature, +/- 4°F (CHW) and +/- 10°F (HHW), and

- (a) if the building key areas remain in control, a \$2500 Deduction (Index Linked) will be assessed per day for each occupied day commencing after a 2 hour Completion Period is exceeded
- (b) if temperature control is lost in the building, a \$5000 Deduction (Index Linked) will be assessed per day for each occupied day commencing after an initial 2 hour Completion Period is exceeded.

The Project Company shall allow the City and the Port monitoring access to the Central Utility Plant & Yard systems. Each of the City and the Port shall allow the Project Company and the FM Contractor monitoring access to the Port HVAC on the Port Headquarters Building management system.

2.6 Deductions for Envelope Leaks. If a leak in the Port Headquarters Building envelope causes space to be Unavailable, the Project Company shall treat such leak as an emergency and apply appropriate response and Rectification timeframes. The Project Company shall clean up such leak and pay for any direct costs associated with the clean-up and rectification of such leak. If the space remains Unavailable after the next Business Day, the City shall impose a \$150 Deduction (Index Linked) per day in addition to any direct costs.

2.7 Deductions for FM Service Failures. Subject to Section 2.1 of this Appendix, the amount of the Deduction in respect of an FM Service Failure with respect to the Port FM Facilities will be as follows:

- (a) for KPI's measured with a percentage performance metric as set out in Appendix 8A (FM Standards – Port FM Facilities), the Deduction for each percentage point or part thereof below the Lower Limit in the KPI will be as shown in the table below, Index Linked and will be applied according to the frequency of measurement specified in Appendix 8A (FM Standards – Port FM Facilities)

<b>% below LL of KPI</b>	<b>\$ deduction</b>
Up to 25%	\$500
>25%	\$1000

2.8 Completion Periods. If an Event occurs:

- (a) in the case of an FM Service Failure for which there is no Completion Period, the City shall make the applicable FM Service Failure Deduction in accordance with the KPI's in Appendix 8A and Section 2.8 of this Appendix;
- (b) in the case of an Unavailability Event, if the Project Company Rectifies the Unavailability Event within the Completion Period in which the Unavailability Event first occurred, then no Deduction will be made for such Unavailability Event; and
- (c) in any case and in addition to the foregoing, where the Event giving rise to the Unavailability Event is still existing at the end of a prior Completion Period, then there shall be deemed to be a new Event occurring for each Completion Period at the start of which the relevant Event exists;

Nothing in this Section 2.9 will limit any other Deductions in respect of the same Event or the occurrence of, and Deductions in respect of, additional Events that occur within a Completion Period.

2.9 Multiple Events. If the root cause of a series of Events is substantially the same, whether or not the Project Company Rectifies any or all of the Events within the applicable Completion Period, a Deduction of \$1000 (Index Linked) will apply per Event on the occurrence of any of the following:

- (a) the third such Event in a day and on the occurrence of each subsequent such Event in that day; and
- (b) the fourth such Event in a rolling consecutive seven day period and on the occurrence of each subsequent such Event in that seven day period.

2.10 Temporary Repairs. If the Project Company is unable to Rectify an Unavailability Event within the applicable Completion Period due to the need for specialized materials or personnel that are not required by this Project Agreement to be immediately available at the affected Facility and are not, and cannot reasonably be expected to be, available at the affected Facility, then:

- (a) the Project Company may provide the Owner with a proposal (the “Temporary Repair Proposal”) for:
  - i. a Temporary Repair;
  - ii. a temporary modification to the Availability Condition for the relevant Port space and systems until the Permanent Repair is completed (the “Temporary Availability Condition”);
  - iii. the Permanent Repair; and
  - iv. the period within which to complete the Permanent Repair (the “Permanent Repair Deadline”);
- (b) the Owner may in its discretion consider the Temporary Repair Proposal, and the Project Company will not carry out the Temporary Repair until the Temporary Repair Proposal is accepted by the Owner;
- (c) if the Owner accepts the Temporary Repair Proposal, the Project Company will carry out the Temporary Repair in accordance with the Temporary Repair Proposal;
- (d) if the Temporary Repair is completed in accordance with the Temporary Repair Proposal, the Availability Condition for the relevant Port space and systems will be modified to be the Temporary Availability Condition;
- (e) if the Permanent Repair is not completed by the Permanent Repair Deadline, the Temporary Availability Condition will cease to be the Availability Condition and the Owner may make all applicable Unavailability Deductions with effect from the Permanent Repair Deadline; and
- (f) except with respect to the applicable modification of the Availability Condition, nothing in this Section 2.11 will limit the City’s entitlement to Deductions within the applicable Completion Periods.

2.11 Compliance with Applicable Law and Best Management Practice. When carrying out Rectification, or works of Temporary Repair pursuant to Section 2.11 of this Appendix, the Project Company will at all times act in accordance with Applicable Law and Best Management Practice. If in doing so the Project Company breaches Applicable Law, there will be a Deduction of all costs plus 10%

per breach of Applicable Law, Index Linked. If in doing so the Project Company breaches Best Management Practice, but does not also breach Applicable Law, there will be a Deduction of all costs plus 5% per breach of Best Management Practice, Index Linked.

2.12 Deficiency Correction Period – Unavailability. During the 28 day period beginning on the Occupancy Date in respect of a Port FM Facility, the amount of any Unavailability Deductions for Unavailability Events directly caused by deficiencies in such Facility will be reduced by 75%

2.13 No Deductions for Unavailability Events or FM Service Failures Caused by Punch List Item Work. No Deductions shall be imposed for Unavailability Events or FM Service Failures to the extent caused by work performed by the Project Company in accordance with the Contract Standards to address Punch List Items.

2.14 Elevator Unavailability

- (a) The Project Company is afforded a Completion Period for all elevator Unavailability Events, and no Deductions shall occur if the Project Company rectifies the Unavailability Events within the Completion Period.
- (b) If four or more elevators are Unavailable and such Unavailability is not Rectified prior to expiration of the applicable Completion Period, then the Unavailability Deduction shall be \$500 (Index Linked); provided however, that on days where Board of Harbor Commissioners meetings are being held in the council chambers, the deduction would increase to \$750 (Index Linked) if Unavailability persists after 12:00 pm. For clarity, the commencement of the Completion Period for calculation of any Elevator Unavailability Deduction shall be the commencement of the Completion Period for the fourth Unavailable Elevator.
- (c) The recurrence interval for application of Unavailability Deductions with respect to elevator Unavailability is 24 hours. To the extent that the applicable Completion Period has expired and the Unavailability has not been Rectified, no additional Unavailability Deduction shall be imposed until the expiration of such recurrence interval and the subsequent Completion Period.
- (d) Notwithstanding the foregoing, if an elevator is Unavailable due to maintenance that has been prescheduled with the Port there shall be no Unavailability Deduction.

2.15 Elevator Entrapment Deductions. The Deduction for a Project Company failure to provide an on-site licensed elevator technician response to an entrapment within one-hour during Operating Hours or within two-hours during non-Operating Hours is \$200 (Index Linked). Project Company shall be responsible for the cost of repairs to any damaged elevator equipment as a result of a Project Company failure to provide an on-site licensed elevator technician response to an elevator entrapment within one-hour. This could include, but is not limited to, fire department extraction due to user panic or medical condition, noting that Project Company is not responsible for damage caused prior to expiration of the one-hour response time during Operating Hours or the two-hour response time during non-Operating Hours.

3. REVIEW OF DEDUCTIONS, ETC.

3.1 Initiation of Review. The City, the Port and the Project Company shall review the amount of Deductions for FM Service Failures and for Unavailability Events at any time if requested by

either party but in any event such amounts shall be reviewed at least once in every Contract Year for the purposes of the following Contract Year. If so requested, the City, the Port and the Project Company shall act reasonably and diligently in carrying out the review, which will not exceed 30 days without the agreement of both parties. For the avoidance of doubt, the parties intend that any changes made as a result of such a review will not alter the overall risk profile of the relevant FM Services or the likely magnitude of Deductions. If proposed changes would result in any such alteration, the matter will be deemed to be a Change subject to the provisions of Appendix 8A (FM Standards).

3.2 Results of Review. The City, the Port and the Project Company may, in respect of each matter that is the subject of the review, either:

- (a) agree that the status of the relevant matter will continue to apply unchanged for the relevant Contract Year; or
- (b) agree to adjustments to the relevant matter to take effect in the relevant Contract Year.

If the parties do not agree within 30 days after completion of the review, either party may refer the matter to Non-Binding Mediation.

3.3 Effective Time of Adjustments. Any adjustment pursuant to a review will be effective from the commencement of the relevant Contract Year.

#### 4. FAILURE BY THE PROJECT COMPANY TO MONITOR OR REPORT

4.1 Performance Monitoring Report. The Performance Monitoring Report produced by the Project Company for any Billing Period will be the initial source of the information regarding the performance of the FM Services for the relevant Billing Period for the purposes of calculating the relevant Deductions.

4.2 Failure to Monitor or Report. If the Project Company fails to monitor or accurately report an Event, an FM Service Failure or an Unavailability Event:

- (a) a Deduction of \$500 (Index Linked) will apply for each Event that has been mis-reported. The relevant Deduction for the mis-reporting will be made in addition to the Deductions that would have been made had there been no failure to monitor or report;
- (b) the City will be entitled to make Deductions in respect of any FM Service Failures or Unavailability Events in the manner prescribed in this Appendix and the Performance Monitoring Reports and invoices with respect to all Billing Periods affected by such failure will be restated to include any such Deductions; and
- (c) the Project Company will forthwith pay to the City the amount, if any, by which the amount paid to it for the affected Billing Periods exceeds the amount in the restated invoices for such Billing Periods.

4.3 Misconduct. If the City's inspection or investigation of records reveals, on the part of the Project Company or a Project Company Person:

- (a) fraudulent action or inaction; or
- (b) deliberate misrepresentation; or
- (c) gross misconduct or incompetence,

then a Deduction of \$2500 (Index Linked) for each Event that has been misreported. The relevant Deduction for the misconduct will be made in addition to the Deductions that would have been made had there been no misreporting.

4.4 No Prejudice to Other Rights. The provisions of this Section are without prejudice to any rights of the Owner in this Project Agreement, including pursuant to Article 22 (Project Company Events of Default) of this Project Agreement.

ATTACHMENT 10A

FUNCTIONAL UNITS, UNIT DEDUCTION AMOUNTS, COMPLETION PERIODS

**Finish Schedule - City**

Ref	Functional Area	Area (sqft)	Rank 0-5	Completion Period (hours)	Unit Deduction Amount (\$)
011ST	Storage		1	24	10
012ST	Storage	255 SF	1	24	10
013ST	Storage	198 SF	1	24	10
1104	Telephone	88 SF	1	24	10
1105	Storage	22 SF	1	24	10
1241	Telephone/Electrical	102 SF	1	24	10
1250	MECH	535 SF	1	24	10
1307	LARGE SCAN	263 SF	1	24	10
1308	STOR	122 SF	1	24	10
1404	STO.	201 SF	1	24	10
1911	LOCKERS	78 SF	1	24	10
1913	LOCKERS	90 SF	1	24	10
2392	E	62 SF	1	24	10
021ST	ST	175 SF	1	24	10
022ST	ST	180 SF	1	24	10
023ST	ST	211 SF	1	24	10
2142	E	89 SF	1	24	10
2143	T	36 SF	1	24	10
2150	MECH.	347 SF	1	24	10
2152	STOR	114 SF	1	24	10
2153	STOR	87 SF	1	24	10
2204	STOR	78 SF	1	24	10
2206	STOR	79 SF	1	24	10
2242	T/E	128 SF	1	24	10
2261	COPY	135 SF	1	24	10
2303	PANTRY	128 SF	1	24	10
2304	STOR	222 SF	1	24	10
031ST	ST	175 SF	1	24	10
032ST	ST	180 SF	1	24	10
3142	E	91 SF	1	24	10
3143	T	38 SF	1	24	10
3241	T/E	127 SF	1	24	10
041ST	ST	175 SF	1	24	10
042ST	ST	180 SF	1	24	10



4142	E	91 SF	1	24	10
4143	T	38 SF	1	24	10
4150	MECH.	445 SF	1	24	10
4241	T/E	135 SF	1	24	10
4250	MECH.	445 SF	1	24	10
051ST	ST	175 SF	1	24	10
052ST	ST	180 SF	1	24	10
5142	E	91 SF	1	24	10
5143	T	38 SF	1	24	10
5205	LATERAL FILES	211 SF	1	24	10
5241	T/E	127 SF	1	24	10
5315	PANTRY	170 SF	1	24	10
5323	COPY/WORK AREA	150 SF	1	24	10
061ST	ST	175 SF	1	24	10
062ST	ST	180 SF	1	24	10
6142	E	91 SF	1	24	10
6143	T	38 SF	1	24	10
6241	T/E	133 SF	1	24	10
6285	COPY	82 SF	1	24	10
6286	COPY	82 SF	1	24	10
6300	COPY/WORK AREA	150 SF	1	24	10
6307	STORAGE	88 SF	1	24	10
6308	STORAGE	80 SF	1	24	10
6309	LATERAL FILES	125 SF	1	24	10
6318	LATERAL FILES	211 SF	1	24	10
6319	PANTRY	170 SF	1	24	10
071ST	ST	175 SF	1	24	10
072ST	ST	180 SF	1	24	10
7142	T	91 SF	1	24	10
7143	E	38 SF	1	24	10
7150	MECH	421 SF	1	24	10
7241	T/E	127 SF	1	24	10
7250	MECH	421 SF	1	24	10
7325	LATERAL FILES	211 SF	1	24	10
7326	PANTRY	166 SF	1	24	10
7351	COPY	79 SF	1	24	10
7366	COPY/WORK AREA	150 SF	1	24	10
7367	STORAGE	104 SF	1	24	10
7374	COPY	82 SF	1	24	10
7377	STORAGE	104 SF	1	24	10
081ST	ST	175 SF	1	24	10

082ST	ST	180 SF	1	24	10
8142	T	91 SF	1	24	10
8143	E	38 SF	1	24	10
8241	T/E	131 SF	1	24	10
8296	STORAGE	140 SF	1	24	10
8297	COPY/WORK RM	321 SF	1	24	10
8298	COPY/WORK RM	320 SF	1	24	10
8299	PANTRY	162 SF	1	24	10
8308	STORAGE	223 SF	1	24	10
091ST	ST	175 SF	1	24	10
092ST	ST	180 SF	1	24	10
101ST	ST	175 SF	1	24	10
102ST	ST	180 SF	1	24	10
10142	E	91 SF	1	24	10
10143	T	38 SF	1	24	10
10150	MECH	447 SF	1	24	10
10240	V	153 SF	1	24	10
10241	T/E	131 SF	1	24	10
10250	MECH	447 SF	1	24	10
111ST	ST	175 SF	1	24	10
112ST	ST	180 SF	1	24	10
11142	E	91 SF	1	24	10
11143	T	38 SF	1	24	10
11145	V	55 SF	1	24	10
11151	PANTRY	422 SF	1	24	10
11155	COPY/WORK RM	596 SF	1	24	10
11204	COPY	113 SF	1	24	10
11241	T/E	127 SF	1	24	10
1109	CORRIDOR	349 SF	2	8	20
1240	Vestibule	152 SF	2	8	20
1254	OFFICE	151 SF	2	8	20
1259	WAITING	2224 SF	2	8	20
1301	OFFICE	146 SF	2	8	20
1302	OFFICE	233 SF	2	8	20
1303	OFFICE	228 SF	2	8	20
1304	OFFICE	228 SF	2	8	20
1305	OFFICE	228 SF	2	8	20
1306	WORK ROOM	200 SF	2	8	20
1380	<i>OPEN OFFICE Zone TBD</i>	7676 SF	2	8	20

1380	OPEN OFFICE Zone TBD		2	8	20
1380	OPEN OFFICE Zone TBD		2	8	20
1380	OPEN OFFICE Zone TBD		2	8	20
1407	HUDDLE	73 SF	2	8	20
1408	HUDDLE	76 SF	2	8	20
1414	CORRIDOR	1917 SF	2	8	20
2145	V	55 SF	2	8	20
2240	V	152 SF	2	8	20
2243	V	71 SF	2	8	20
2252	OPEN Layout Zone TBD	8301 SF	2	8	20
2252	OPEN Layout Zone TBD		2	8	20
2252	OPEN Layout Zone TBD		2	8	20
2252	OPEN Layout Zone TBD		2	8	20
2257	WAITING	2624 SF	2	8	20
2262	OFFICE	144 SF	2	8	20
3101	OPEN Layout Zone TBD	19542 SF	2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3101	OPEN Layout Zone TBD		2	8	20
3145	V	55 SF	2	8	20
3201	ELEV LOBBY	348 SF	2	8	20
3242	V	71 SF	2	8	20

4101	OPEN Layout Zone TBD	19251 SF	2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4101	OPEN Layout Zone TBD		2	8	20
4145	V	55 SF	2	8	20
4240	V	153 SF	2	8	20
4242	V	71 SF	2	8	20
4314	ELEV LOBBY	321 SF	2	8	20
5101	OPEN Layout Zone TBD	17075 SF	2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5101	OPEN Layout Zone TBD		2	8	20
5145	V	55 SF	2	8	20
5201	ELEV LOBBY	348 SF	2	8	20
5240	V	153 SF	2	8	20

5242	V	71 SF	2	8	20
5313	LARGE OFFICE	303 SF	2	8	20
5318	OFFICE	139 SF	2	8	20
5319	OFFICE	138 SF	2	8	20
5320	OFFICE	134 SF	2	8	20
2275	SM. OFFICE	114 SF	2	8	20
2276	SM. OFFICE	112 SF	2	8	20
2277	SM. OFFICE	115 SF	2	8	20
6101	<i>OPEN Layout Zone TBD</i>	12344 SF	2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6101	<i>OPEN Layout Zone TBD</i>		2	8	20
6145	V	55 SF	2	8	20
6201	ELEV LOBBY	348 SF	2	8	20
6240	V	153 SF	2	8	20
6242	V	71 SF	2	8	20
6263	SM. OFFICE	112 SF	2	8	20
6264	SM. OFFICE	115 SF	2	8	20
6265	SM. OFFICE	112 SF	2	8	20
6266	SM. OFFICE	114 SF	2	8	20
6267	SM. OFFICE	114 SF	2	8	20
6268	SM. OFFICE	114 SF	2	8	20
6269	SM. OFFICE	116 SF	2	8	20
6270	SM. OFFICE	116 SF	2	8	20
6271	SM. OFFICE	113 SF	2	8	20
6272	SM. OFFICE	114 SF	2	8	20
6273	SM. OFFICE	117 SF	2	8	20
6278	SM. OFFICE	115 SF	2	8	20
6279	SM. OFFICE	113 SF	2	8	20
6280	SM. OFFICE	113 SF	2	8	20
6281	SM. OFFICE	115 SF	2	8	20
6282	SM. OFFICE	117 SF	2	8	20
6293	OFFICE	147 SF	2	8	20
6294	OFFICE	139 SF	2	8	20

6295	OFFICE	135 SF	2	8	20
6296	OFFICE	138 SF	2	8	20
6297	OFFICE	139 SF	2	8	20
6298	OFFICE	148 SF	2	8	20
6299	OFFICE	139 SF	2	8	20
6321	LARGE OFFICE	303 SF	2	8	20
7145	V	55 SF	2	8	20
7240	V	153 SF	2	8	20
7242	V	71 SF	2	8	20
7323	ELEV LOBBY	318 SF	2	8	20
7324	<i>OPEN Layout Zone TBD</i>	12071 SF	2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7324	<i>OPEN Layout Zone TBD</i>		2	8	20
7330	SM. OFFICE	104 SF	2	8	20
7331	SM. OFFICE	107 SF	2	8	20
7332	SM. OFFICE	104 SF	2	8	20
7333	SM. OFFICE	106 SF	2	8	20
7334	SM. OFFICE	106 SF	2	8	20
7335	SM. OFFICE	106 SF	2	8	20
7336	SM. OFFICE	109 SF	2	8	20
7337	SM. OFFICE	109 SF	2	8	20
7338	SM. OFFICE	105 SF	2	8	20
7339	SM. OFFICE	106 SF	2	8	20
7340	SM. OFFICE	109 SF	2	8	20
7341	SM. OFFICE	107 SF	2	8	20
7342	SM. OFFICE	104 SF	2	8	20
7343	SM. OFFICE	107 SF	2	8	20
7344	SM. OFFICE	107 SF	2	8	20
7345	SM. OFFICE	105 SF	2	8	20
7346	SM. OFFICE	105 SF	2	8	20
7347	SM. OFFICE	107 SF	2	8	20
7348	SM. OFFICE	109 SF	2	8	20
7349	CONFERENCE	234 SF	2	8	20

7350	CONFERENCE	535 SF	2	8	20
7359	OFFICE	139 SF	2	8	20
7360	OFFICE	131 SF	2	8	20
7361	OFFICE	127 SF	2	8	20
7362	OFFICE	131 SF	2	8	20
7363	OFFICE	131 SF	2	8	20
7364	OFFICE	141 SF	2	8	20
7365	OFFICE	131 SF	2	8	20
8145	V	55 SF	2	8	20
8240	V	151 SF	2	8	20
8242	V	71 SF	2	8	20
8263	LARGE OFFICE	327 SF	2	8	20
8264	LARGE OFFICE	311 SF	2	8	20
8268	LARGE OFFICE	310 SF	2	8	20
8269	LARGE OFFICE	326 SF	2	8	20
8270	OFFICE	128 SF	2	8	20
8271	OFFICE	138 SF	2	8	20
8272	OFFICE	128 SF	2	8	20
8273	OFFICE	130 SF	2	8	20
8274	OFFICE	128 SF	2	8	20
8275	OFFICE	130 SF	2	8	20
8276	OFFICE	128 SF	2	8	20
8277	OFFICE	130 SF	2	8	20
8278	OFFICE	130 SF	2	8	20
8279	OFFICE	128 SF	2	8	20
8280	OFFICE	138 SF	2	8	20
8281	OFFICE	139 SF	2	8	20
8282	OFFICE	139 SF	2	8	20
8283	OFFICE	137 SF	2	8	20
8284	OFFICE	139 SF	2	8	20
8285	OFFICE	137 SF	2	8	20
8286	OFFICE	139 SF	2	8	20
8287	OFFICE	137 SF	2	8	20
8290	OFFICE	108 SF	2	8	20
8291	OFFICE	109 SF	2	8	20
8292	OFFICE	106 SF	2	8	20
8293	OFFICE	108 SF	2	8	20
8294	OFFICE	108 SF	2	8	20
8295	OFFICE	108 SF	2	8	20
8307	<i>OPEN Layout Zone TBD</i>	2993 SF	2	8	20

8307	OPEN Layout Zone TBD		2	8	20
8309	OFFICE	149 SF	2	8	20
8310	OFFICE	149 SF	2	8	20
8311	OFFICE	149 SF	2	8	20
8312	OFFICE	149 SF	2	8	20
8313	OPEN Layout Zone TBD	7771 SF	2	8	20
8313	OPEN Layout Zone TBD	7771 SF	2	8	20
8313	OPEN Layout Zone TBD	7771 SF	2	8	20
8313	OPEN Layout Zone TBD	7771 SF	2	8	20
8314	ELEV LOBBY	473 SF	2	8	20
9101	OPEN Layout Zone TBD	20260 SF	2	8	20
9101	OPEN Layout Zone TBD		2	8	20
9101	OPEN Layout Zone TBD		2	8	20
9101	OPEN Layout Zone TBD		2	8	20
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9101	OPEN Layout Zone TBD		2	8	20
9101	OPEN Layout Zone TBD		2	8	20
9101	OPEN Layout Zone TBD		2	8	20
9301	ELEV LOBBY	338 SF	2	8	20
10101	OPEN Layout Zone TBD	19561 SF	2	8	20
10101	OPEN Layout Zone TBD		2	8	20
10101	OPEN Layout Zone TBD		2	8	20
10101	OPEN Layout Zone TBD		2	8	20
10101	OPEN Layout Zone TBD		2	8	20



10101	OPEN Layout Zone TBD		2	8	20
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10101	OPEN Layout Zone TBD		2	8	20
10101	OPEN Layout Zone TBD		2	8	20
10101	OPEN Layout Zone TBD		2	8	20
10145	V	55 SF	2	8	20
10242	V	71 SF	2	8	20
10379	ELEV LOBBY	305 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11101	OPEN Layout Zone TBD	9096 SF	2	8	20
11103	OFFICE	119 SF	2	8	20
11240	V	153 SF	2	8	20
11242	V	71 SF	2	8	20
1106	W/M	60 SF	3	8	40
1107	Mens Restroom	230 SF	3	8	40
1108	Womens Restroom	237 SF	3	8	40
1252	LG. CONF.	338 SF	3	8	40
1253	SM. CONF.	260 SF	3	8	40
1255	Womens Restroom	151 SF	3	8	40
1256	Womens Restroom	146 SF	3	8	40
1257	Mens Restroom	147 SF	3	8	40
1258	Mens Restroom	152 SF	3	8	40
1409	CONF	436 SF	3	8	40
1410	M	206 SF	3	8	40
1412	Womens Restroom	208 SF	3	8	40
2101	SHARED CONF.	464 SF	3	8	40
2102	SHARED CONF.	478 SF	3	8	40
2103	SHARED CONF.	404 SF	3	8	40
2104	SHARED CONF.	469 SF	3	8	40
2140	Womens Restroom	188 SF	3	8	40

2141	M	187 SF	3	8	40
2154	SHARED CONF.	491 SF	3	8	40
2203	SHARED CONF.	645 SF	3	8	40
2205	SHARED CONF.	464 SF	3	8	40
2251	MEDIUM CONF.	379 SF	3	8	40
2253	M	152 SF	3	8	40
2254	Womens Restroom	149 SF	3	8	40
2255	Womens Restroom	143 SF	3	8	40
2256	M	147 SF	3	8	40
3141	M	188 SF	3	8	40
4140	Womens Restroom	188 SF	3	8	40
4141	M	189 SF	3	8	40
5140	W	188 SF	3	8	40
5141	M	188 SF	3	8	40
5314	WORK LOUNGE	299 SF	3	8	40
5316	HUDDLE	121 SF	3	8	40
5317	HUDDLE	121 SF	3	8	40
5321	CONFERENCE	535 SF	3	8	40
5322	CONFERENCE	247 SF	3	8	40
5324	HUDDLE	68 SF	3	8	40
5325	HUDDLE	76 SF	3	8	40
2310	COLLABORATION	236 SF	3	8	40
6140	W	188 SF	3	8	40
6141	M	188 SF	3	8	40
6262	RESOURCE LIBRARY	372 SF	3	8	40
6283	CONFERENCE	245 SF	3	8	40
6284	CONFERENCE	535 SF	3	8	40
6287	HUDDLE	57 SF	3	8	40
6288	HUDDLE	57 SF	3	8	40
6289	HUDDLE	122 SF	3	8	40
6290	HUDDLE	122 SF	3	8	40
6291	HUDDLE	67 SF	3	8	40
6292	HUDDLE	76 SF	3	8	40
6311	COLLABORATION	242 SF	3	8	40
6312	COLLABORATION	264 SF	3	8	40
6313	COLLABORATION	242 SF	3	8	40
6320	WORK LOUNGE	299 SF	3	8	40
7140	W	188 SF	3	8	40
7141	M	188 SF	3	8	40
7327	WORK LOUNGE	290 SF	3	8	40
7328	LARGE OFFICE	287 SF	3	8	40

7353	HUDDLE	55 SF	3	8	40
7354	HUDDLE	57 SF		0	0
7357	HUDDLE	67 SF	3	8	40
7358	HUDDLE	68 SF	3	8	40
7370	COLLABORATION	214 SF	3	8	40
7371	COLLABORATION	218 SF	3	8	40
7372	COLLABORATION	242 SF	3	8	40
7373	COLLABORATION	218 SF	3	8	40
7375	HUDDLE	55 SF	3	8	40
7376	HUDDLE	57 SF	3	8	40
304	WORK LOUNGE	282 SF	3	8	40
8140	W	188 SF	3	8	40
8141	M	188 SF	3	8	40
8300	CONFERENCE	262 SF	3	8	40
8301	CONFERENCE	223 SF	3	8	40
8302	CONFERENCE	223 SF	3	8	40
8303	LARGE CONF	427 SF	3	8	40
8305	LARGE CONF	374 SF	3	8	40
10140	W	188 SF	3	8	40
10141	M	188 SF	3	8	40
11102	SMALL CONF.	284 SF	3	8	40
11104	SMALL CONF./ HUDDLE	178 SF	3	8	40
11105	HUDDLE	57 SF	3	8	40
11106	SMALL CONF./ HUDDLE	191 SF	3	8	40
11140	W	188 SF	3	8	40
11141	M	188 SF	3	8	40
11202	HUDDLE	115 SF	3	8	40
11203	LARGE CONF.	356 SF	3	8	40
11251	HUDDLE	131 SF	3	8	40
11252	WASHROOM	128 SF	3	8	40
11255	SMALL CONF.	366 SF	3	8	40
11257	LG. CONF.	555 SF	3	8	40
1203	SECURITY STATION	96 SF	4	2	60
1204	FIRE COMMAND	201 SF	4	2	60
1271	LOBBY	3936 SF	4	2	60
2262	LOBBY	462 SF	4	2	60
2306	CASHIER	143 SF	4	2	60
8306	WAITING	179 SF	4	2	60
8307	RECEPTION	135 SF	4	2	60

11152	ASSIST.	219 SF	4	2	60
11153	OFFICE	207 SF	4	2	60
11154	ASSIST.	213 SF	4	2	60
11156	ASSIST.	262 SF	4	2	60
11157	OFFICE	191 SF	4	2	60
11158	ASSIST.	258 SF	4	2	60
11159	OFFICE	191 SF	4	2	60
11160	ASSIST.	262 SF	4	2	60
11161	OFFICE	191 SF	4	2	60
11201	WAITING	679 SF	4	2	60
11205	ASSIST.	258 SF	4	2	60
11206	OFFICE	191 SF	4	2	60
11207	ASSIST.	262 SF	4	2	60
11208	OFFICE	191 SF	4	2	60
11209	OFFICE	207 SF	4	2	60
11210	ASSIST.	213 SF	4	2	60
11211	OFFICE	207 SF	4	2	60
11212	FLAG ROOM	283 SF	4	2	60
11253	MAYOR'S OFFICE	466 SF	4	2	60
11254	MAYOR ASSIT.	179 SF	4	2	60
11256	MAYOR ADMIN.	182 SF	4	2	60
11258	ASSIST.	262 SF	4	2	60
11259	OFFICE	191 SF	4	2	60
1402	PRE FUNCTION	2265 SF	5	2	100
1403	MEDIA	125 SF	5	2	100
1405	MEDIA	264 SF	5	2	100
1406	GREEN ROOM	787 SF	5	2	100
1401	CHAMBERS	1920 SF	6	2	1000
1102	MEDIA CONF.	689 SF		0	0
1251	VAULT	146 SF		0	0
2144	J	31 SF		0	0
2305	PLAN	212 SF		0	0
3144	J	32 SF		0	0
4144	J	32 SF		0	0
5144	J	32 SF		0	0
6144	J	32 SF		0	0
7144	J	32 SF		0	0
8144	J	32 SF		0	0
10144	J	32 SF		0	0
11144	J	32 SF		0	0

Room Legend

ST - Storage  
E- Electrical

T - Telephone  
J - Janitor

M- Men's Restroom  
V - Vestibule

W – Women's Restroom

**Finish Schedule – Library**

<b>ROOM NUMBER</b>	<b>ROOM NAME</b>	<b>AREA</b>	<b>Priority</b>	<b>Completion Period (hours)</b>	<b>Unit Deduction Amount (\$)</b>
B1111	SECURE STORAGE	208 SF	1	24	10
B1301	STORAGE: ADMINISTRATIVE RECORDS SECURED	359 SF	1	24	10
B1303	STORAGE: CUSTODIAL	183 SF	1	24	10
B1304	EMERGENCY SUPPLIES	194 SF	1	24	10
B1507	KITCHENETTE	101 SF	1	24	10
B1508	STORAGE: LIBRARY GENERAL	847 SF	1	24	10
1101	AUTOMATED MATERIALS HANDLING	824 SF	1	24	10
1104	COPY	76 SF	1	24	10
1106	STORAGE	79 SF	1	24	10
1108	STORAGE: YOUTH SERVICES	283 SF	1	24	10
1303	KITCHENETTE	154 SF	1	24	10
1304	A/V	74 SF	1	24	10
1305	CHAIR & TABLE STORAGE	121 SF	1	24	10
1501	STORAGE	386 SF	1	24	10
1503	STORAGE	248 SF	1	24	10
1603	WORKROOM STORAGE	86 SF	1	24	10
1605	FOUNDATION STORAGE	173 SF	1	24	10
2101	COPY CENTER	221 SF	1	24	10
2109	STORAGE & PRODUCTION CENTER	156 SF	1	24	10
2110	KITCHENETTE	95 SF	1	24	10
B1101	WORKROOM: BIBLIOGRAPHIC CONTROL	522 SF	2	8	20
B1102	COLLECTION SERVICES WORKROOM	811 SF	2	8	20
B1103	COLLECTION SERVICES OFFICE	148 SF	2	8	20
B1106	WORKROOM: AQUISITIONS	764 SF	2	8	20
B1108	OFFICE: DEPARTMENT LIBRARIAN II_C	149 SF	2	8	20

B1109	OFFICE: MANAGER AUTOMATED SERVICES	203 SF	2	8	20
B1203	STAIR	385 SF	2	8	20
B1306	VESTIBULE	101 SF	2	8	20
B1404	STAIR	523 SF	2	8	20
B1505	STAFF LOUNGE	728 SF	2	8	20
B1506	STAFF MEETING RM	587 SF	2	8	20
B1514	CORRIDOR	1325 SF	2	8	20
B1603	ASB STAFF DEVELOPMENT	427 SF	2	8	20
1102	WORKROOM	838 SF	2	8	20
1103	OFFICE: DEPT LIBRARIAN	161 SF	2	8	20
1107	STORY TIME CRAFT SPACE	687 SF	2	8	20
1109	WORKROOM: YOUTH SERVICES	486 SF	2	8	20
1110	OFFICE: YOUTH SERVICES	145 SF	2	8	20
1203	STAIR	267 SF	2	8	20
1306	ICPD WORKROOM & STORAGE	221 SF	2	8	20
1307	ICPD	1088 SF	2	8	20
1308	CORRIDOR	323 SF	2	8	20
1309	CORRIDOR	489 SF	2	8	20
1404	STAIR	389 SF	2	8	20
1601	OFFICE: DEVELOPMENT	149 SF	2	8	20
1602	FOUNDATION WORKROOM	562 SF	2	8	20
1604	OFFICE: FOUNDATION	149 SF	2	8	20
1701	ROOM	116 SF	2	8	20
2112	BRANCH MANAGER	187 SF	2	8	20
2113	MAIN MANAGER	186 SF	2	8	20
2114	DIRECTOR	327 SF	2	8	20
2116	YOUTH SERVICES OFFICER	167 SF	2	8	20
2117	ADMIN OFFICER	181 SF	2	8	20
2121	MEDIA PRODUCTION	622 SF	2	8	20
2122	STUDIO WORK	166 SF	2	8	20
2123	SOUND PRODUCTION	305 SF	2	8	20

2125	GRAPHICS STUDIO & WORKROOM: INFORMATION AND COMMUNITY SERVICES	1104 SF	2	8	20
2126	OFFICE: DEPT LIBRARIAN II B	185 SF	2	8	20
2127	OFFICE: DEPT LIBRARIAN II	151 SF	2	8	20
2129	CORRIDOR	414 SF	2	8	20
2203	STAIR	267 SF	2	8	20
2404	STAIR	255 SF	2	8	20
B2706	B2 LOADING	23094 SF	3	8	40
B1105	SHIPPING AND RECEIVING	1149 SF	3	8	40
B1509	MENS TOILET	268 SF	3	8	40
B1510	FRIENDS STORAGE & SORTING	736 SF	3	8	40
B1513	WOMEN'S TOILET	269 SF	3	8	40
B1701	ROOM	142 SF	3	8	40
B1702	ROOM	119 SF	3	8	40
B1703	ROOM	155 SF	3	8	40
B1704	ROOM	134 SF	3	8	40
B1707	ROOM	58 SF	3	8	40
1111	FAMILY WR	60 SF	3	8	40
1112	FAMILY WR	57 SF	3	8	40
1301	MTG RM B	1195 SF	3	8	40
1302	MTG RM A	1298 SF	3	8	40
1405	WR	372 SF	3	8	40
1406	WR	373 SF	3	8	40
1502	MILLER ROOM	1444 SF	3	8	40
1608	MARKETPLACE	2624 SF	3	8	40
2102	STUDY RM A	183 SF	3	8	40
2103	STUDY RM B	184 SF	3	8	40
2104	STUDY RM C	183 SF	3	8	40
2105	STUDY RM D	183 SF	3	8	40
2108	WORKSTATIONS (8)	738 SF	3	8	40
2111	EXECUTIVE WR	70 SF	3	8	40
2115	CONFERENCE RM	239 SF	3	8	40
2405	WR	372 SF	3	8	40
2406	WR	373 SF	3	8	40
2502	FLEXIBLE USE SPACE	1427 SF	3	8	40
2503	FLEXIBLE USE SPACE	3019 SF	3	8	40



2604	INFO COMMONS STACKS	598 SF	3	8	40
2605	INFO COMMONS	1449 SF	3	8	40
B2702	CLOSED STACK	2958 SF	4	2	60
B2704	SERVICE VESTIBULE	207 SF	4	2	60
B1107	DELIVERY SERVICES	150 SF	4	2	60
B1601	SPECIAL COLLECTIONS	842 SF	4	2	60
B1602	PETROLEUM COLLECTION	523 SF	4	2	60
1100	ENTRANCE & LOBBY	3331 SF	4	2	60
1105	MAIN CIRCULATION DESK	532 SF	4	2	60
1113	STORYTIME THEATRE AREA	596 SF	4	2	60
1114	EARLY CHILDHOOD LITERACY	1161 SF	4	2	60
1115	SPECIAL CONNECT	263 SF	4	2	60
1116	EARLY READERS	1170 SF	4	2	60
1117	MIDDLE SCHOOL AREA	886 SF	4	2	60
1118	CHILDREN'S LIBRARY	2008 SF	4	2	60
1119	SCHOOL AGE AREA	1297 SF	4	2	60
1120	STACKS	1026 SF	4	2	60
1504	CENTRAL DISPLAY SPACE	2564 SF	4	2	60
1606	FRIEND'S BOOKSTORE	533 SF	4	2	60
1607	FAMILY LEARNING CENTER	866 SF	4	2	60
2118	RECEPTION	87 SF	4	2	60
2119	ENTRANCE	69 SF	4	2	60
2120	THE STUDIO (MAKERS SPACE)	1748 SF	4	2	60
2128	TEEN COLLABORATION	577 SF	4	2	60
2301	ADULT COLLECTIONS	2467 SF	4	2	60
2302	ADULT SEATING	4611 SF	4	2	60
2303	MAGAZINE DISPLAY & READING AREA	591 SF	4	2	60
2304	INTERNATIONAL LANGUAGE COLLECTIONS	764 SF	4	2	60
2305	QUIET READING	1153 SF	4	2	60
2306	CIRCULATION	3989 SF	4	2	60
2501	INFO DESK	329 SF	4	2	60
2601	AUDIO & LARGE PRINT	1458 SF	4	2	60

2602	GOVERNMENT DOCUMENTS	664 SF	4	2	60
2603	ADULT COLLECTIONS	3997 SF	4	2	60
2606	STUDY AREA & COLLECTIONS	1379 SF	4	2	60
2607	TEEN LOUNGE	1262 SF	4	2	60
B1110	IT	152 SF	5	2	100
B1302	MAIN IT	305 SF	5	2	100
B1308	ELEVATOR CTRL	241 SF	5	2	100
B2703	VAULT (SECURE)	379 SF		0	0
B1307	WORKROOM: FACILITY MAINTENANCE	279 SF		0	0
B2705	GENERATOR	335 SF		0	0
B2707	MAIN / METER RM	93 SF		0	0
B2708	SCE	250 SF		0	0
B2801	MECH	345 SF		0	0
B2802	MECH	168 SF		0	0
B1104	MAIN ELEC	285 SF		0	0
B1201	E	86 SF		0	0
B1202	T	88 SF		0	0
B1305	SEWAGE EJECTOR	188 SF		0	0
B1403	MECH	1215 SF		0	0
B1507	J	42 SF		0	0
B1512	VA	735 SF		0	0
B1801	MECH	553 SF		0	0
B1802	MECH	345 SF		0	0
1201	E	128 SF		0	0
1202	T	128 SF		0	0
1401	J	44 SF		0	0
1402	T	82 SF		0	0
1403	E	120 SF		0	0
2124	J	48 SF		0	0
2201	E	128 SF		0	0
2202	IT	128 SF		0	0
2401	J	44 SF		0	0
2402	IT	82 SF		0	0
2403	E	120 SF		0	0

Room Legend

ST - Storage  
E- Electrical

T - Telephone  
J - Janitor

M- Men's Restroom  
V - Vestibule

W – Women's Restroom



EXHIBIT I

APPENDIX 15

EXAMPLE DEDUCTIONS CALCULATIONS AND EXAMPLE CALCULATIONS

EXAMPLE DEDUCTIONS CALCULATIONS

A. Sample calculations for an Unavailability Deductions

Unit Ref	Building	Functional Area	Unavailable but Used	Start Time	Completion Time	Completion Period (hr:mm)	No. of deductions	Unit Rank	Unit Deduction Amount	Total Unavailability Deductions
7330	City Hall	Small Office	No	11:00 AM	11:00:00 PM*	8:00	0	2	\$20	\$0
11212	City Hall	Flag Room	No	8:15 AM	2:20 PM	2:00	3	4	\$60	\$180
1257	City Hall	Men's Restroom	No	2:15 PM	10:00 AM next day	8:00	1	3	\$40	\$40
11153	City Hall	Office	Yes	8:05 AM	1:00 PM	2:00	2	4	\$60	\$60
8308	City Hall	Storage	No	2:00 PM	4:15 PM next day	24:00	1	1	\$10	\$10
1403	City Hall	Media Room	No	7:30 AM	5:45 PM	2:00	5	5	\$100	\$700
<b>Total</b>										<b>\$990</b>

\*this event does not occur day when a regularly scheduled City Council meeting occurs

B. Sample calculations for FM Service Failure Deductions

Appendix 8, Exhibit B Ref	Building	Report Type	% below LL of KPI	Deduction per % point	Total Deduction
16	City Hall	Space Temperature Management	2%	\$1,000	\$2,000
20	City Hall	Escorting	6%	\$2,000	\$12,000
<b>Total</b>					<b>\$14,000</b>

EXAMPLE CALCULATIONS

Calculation Period (Sample Month)	<u>Example 1</u> Month Ending Dec. 31, 2026	<u>Example 2</u> Month Ending Jun. 30, 2054
(1) Fixed Growth Fee * (1.0218) ^ (Fiscal Year X - Fiscal Year 2016) / 12	\$9,560,574* (1.0218 ^ (2027 - 2016) / 12) = \$1,010,014.49	\$9,560,574* (1.0218 ^ (2054 - 2016) / 12) = \$1,808,035.10
<sup>1</sup> (2) Variable Growth Payment * (CPI-Ux-1/CPI-U2014) / 12	\$5,575,735* (314.696 / 242.434) / 12 = \$603,140.61	\$5,575,735* (597.025 / 242.434) / 12 = \$1,144,247.23
<sup>2</sup> (3) Base Port Allocable FM Fee: Port Allocable FM Fee * (CPI-Ux-1/CPI-U2014)	\$65,653.27 * (314.696 / 242.434) = \$85,222.46	\$51,588.93 * (597.025 / 242.434) = \$127,044.40
(4) the Energy Gainshare or Energy Painshare as applicable	-	-
(5) Extraordinary Items	-	-
(6) Deductions, as contemplated in Appendix 10 (Deductions)	-	-
Resultant Service Fee for Sample Month	\$1,698,377.56	\$3,079,326.73
Project Company Invoice Due to City By	1/15/2027	7/15/2054
Service Fee Payment Due to Project Company By	2/15/2027	8/15/2054

<sup>1</sup> For the purposes of these examples, CPI is assumed to be a constant 2.40% from Financial Close until the date of such calculations and the variable X is equal to the numeric value of the current fiscal year.

<sup>2</sup> For the purposes of these examples, CPI is assumed to be a constant 2.40% from Financial Close until the date of such calculations and the variable X is equal to the numeric value of the current fiscal year.

EXHIBIT J

APPENDIX 18

CAPITAL FEE SCHEDULE

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-May-15	0.00
30-Jun-15	0.00
31-Jul-15	0.00
31-Aug-15	0.00
30-Sep-15	0.00
31-Oct-15	0.00
30-Nov-15	0.00
31-Dec-15	0.00
31-Jan-16	0.00
29-Feb-16	0.00
31-Mar-16	0.00
30-Apr-16	0.00
31-May-16	0.00
30-Jun-16	0.00
31-Jul-16	0.00
31-Aug-16	0.00
30-Sep-16	0.00
31-Oct-16	0.00
30-Nov-16	0.00
31-Dec-16	0.00
31-Jan-17	0.00
28-Feb-17	0.00
31-Mar-17	0.00
30-Apr-17	0.00
31-May-17	0.00
30-Jun-17	0.00
31-Jul-17	0.00
31-Aug-17	0.00
30-Sep-17	0.00
31-Oct-17	0.00
30-Nov-17	0.00
31-Dec-17	0.00

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-Jan-18	0.00
28-Feb-18	0.00
31-Mar-18	0.00
30-Apr-18	0.00
31-May-18	0.00
30-Jun-18	0.00
31-Jul-18	0.00
31-Aug-18	0.00
30-Sep-18	0.00
31-Oct-18	0.00
30-Nov-18	0.00
31-Dec-18	0.00
31-Jan-19	0.00
28-Feb-19	0.00
31-Mar-19	0.00
30-Apr-19	0.00
31-May-19	0.00
30-Jun-19	0.00
31-Jul-19	952,053.44
31-Aug-19	952,053.44
30-Sep-19	971,573.46
31-Oct-19	971,573.46
30-Nov-19	971,573.46
31-Dec-19	971,573.46
31-Jan-20	971,573.46
29-Feb-20	971,573.46
31-Mar-20	971,573.46
30-Apr-20	971,573.46
31-May-20	971,573.46
30-Jun-20	971,573.46
31-Jul-20	971,573.46
31-Aug-20	971,573.46
30-Sep-20	971,573.46
31-Oct-20	971,573.46
30-Nov-20	971,573.46
31-Dec-20	971,573.46
31-Jan-21	971,573.46

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
28-Feb-21	971,573.46
31-Mar-21	971,573.46
30-Apr-21	971,573.46
31-May-21	971,573.46
30-Jun-21	971,573.46
31-Jul-21	971,573.46
31-Aug-21	971,573.46
30-Sep-21	971,573.46
31-Oct-21	971,573.46
30-Nov-21	971,573.46
31-Dec-21	971,573.46
31-Jan-22	971,573.46
28-Feb-22	971,573.46
31-Mar-22	971,573.46
30-Apr-22	971,573.46
31-May-22	971,573.46
30-Jun-22	971,573.46
31-Jul-22	971,573.46
31-Aug-22	971,573.46
30-Sep-22	971,573.46
31-Oct-22	971,573.46
30-Nov-22	971,573.46
31-Dec-22	971,573.46
31-Jan-23	971,573.46
28-Feb-23	971,573.46
31-Mar-23	971,573.46
30-Apr-23	971,573.46
31-May-23	971,573.46
30-Jun-23	971,573.46
31-Jul-23	971,573.46
31-Aug-23	971,573.46
30-Sep-23	971,573.46
31-Oct-23	971,573.46
30-Nov-23	971,573.46
31-Dec-23	971,573.46
31-Jan-24	971,573.46
29-Feb-24	971,573.46



<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-Mar-24	971,573.46
30-Apr-24	971,573.46
31-May-24	971,573.46
30-Jun-24	971,573.46
31-Jul-24	971,573.46
31-Aug-24	971,573.46
30-Sep-24	971,573.46
31-Oct-24	971,573.46
30-Nov-24	971,573.46
31-Dec-24	971,573.46
31-Jan-25	971,573.46
28-Feb-25	971,573.46
31-Mar-25	971,573.46
30-Apr-25	971,573.46
31-May-25	971,573.46
30-Jun-25	971,573.46
31-Jul-25	971,573.46
31-Aug-25	971,573.46
30-Sep-25	971,573.46
31-Oct-25	971,573.46
30-Nov-25	971,573.46
31-Dec-25	974,713.44
31-Jan-26	974,713.44
28-Feb-26	974,713.44
31-Mar-26	975,321.90
30-Apr-26	975,321.90
31-May-26	975,321.90
30-Jun-26	975,346.30
31-Jul-26	975,346.30
31-Aug-26	975,346.30
30-Sep-26	971,441.98
31-Oct-26	971,441.98
30-Nov-26	971,441.98
31-Dec-26	985,558.07
31-Jan-27	985,558.07
28-Feb-27	985,558.07
31-Mar-27	986,253.99

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
30-Apr-27	986,253.99
31-May-27	986,253.99
30-Jun-27	986,285.06
31-Jul-27	986,285.06
31-Aug-27	986,285.06
30-Sep-27	970,901.87
31-Oct-27	970,901.87
30-Nov-27	970,901.87
31-Dec-27	998,941.98
31-Jan-28	998,941.98
29-Feb-28	998,941.98
31-Mar-28	999,418.00
30-Apr-28	999,418.00
31-May-28	999,418.00
30-Jun-28	999,447.21
31-Jul-28	999,447.21
31-Aug-28	999,447.21
30-Sep-28	969,851.65
31-Oct-28	969,851.65
30-Nov-28	969,851.65
31-Dec-28	1,015,327.40
31-Jan-29	1,015,327.40
28-Feb-29	1,015,327.40
31-Mar-29	1,015,968.33
30-Apr-29	1,015,968.33
31-May-29	1,015,968.33
30-Jun-29	1,015,989.80
31-Jul-29	1,015,989.80
31-Aug-29	1,015,989.80
30-Sep-29	981,000.83
31-Oct-29	981,000.83
30-Nov-29	981,000.83
31-Dec-29	1,034,415.07
31-Jan-30	1,034,415.07
28-Feb-30	1,034,415.07
31-Mar-30	1,034,982.89
30-Apr-30	1,034,982.89

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-May-30	1,034,982.89
30-Jun-30	1,034,997.86
31-Jul-30	1,034,997.86
31-Aug-30	1,034,997.86
30-Sep-30	998,641.96
31-Oct-30	998,641.96
30-Nov-30	998,641.96
31-Dec-30	1,054,815.01
31-Jan-31	1,054,815.01
28-Feb-31	1,054,815.01
31-Mar-31	1,055,367.96
30-Apr-31	1,055,367.96
31-May-31	1,055,367.96
30-Jun-31	1,055,380.43
31-Jul-31	1,055,380.43
31-Aug-31	1,055,380.43
30-Sep-31	1,017,752.54
31-Oct-31	1,017,752.54
30-Nov-31	1,017,752.54
31-Dec-31	1,076,362.02
31-Jan-32	1,076,362.02
29-Feb-32	1,076,362.02
31-Mar-32	1,076,664.85
30-Apr-32	1,076,664.85
31-May-32	1,076,664.85
30-Jun-32	1,076,676.24
31-Jul-32	1,076,676.24
31-Aug-32	1,076,676.24
30-Sep-32	1,037,740.10
31-Oct-32	1,037,740.10
30-Nov-32	1,037,740.10
31-Dec-32	1,098,911.53
31-Jan-33	1,098,911.53
28-Feb-33	1,098,911.53
31-Mar-33	1,099,476.09
30-Apr-33	1,099,476.09
31-May-33	1,099,476.09

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
30-Jun-33	1,099,485.77
31-Jul-33	1,099,485.77
31-Aug-33	1,099,485.77
30-Sep-33	1,057,291.24
31-Oct-33	1,057,291.24
30-Nov-33	1,057,291.24
31-Dec-33	1,125,726.25
31-Jan-34	1,125,726.25
28-Feb-34	1,125,726.25
31-Mar-34	1,126,225.92
30-Apr-34	1,126,225.92
31-May-34	1,126,225.92
30-Jun-34	1,126,230.38
31-Jul-34	1,126,230.38
31-Aug-34	1,126,230.38
30-Sep-34	1,079,340.35
31-Oct-34	1,079,340.35
30-Nov-34	1,079,340.35
31-Dec-34	1,158,419.51
31-Jan-35	1,158,419.51
28-Feb-35	1,158,419.51
31-Mar-35	1,158,798.15
30-Apr-35	1,158,798.15
31-May-35	1,158,798.15
30-Jun-35	1,158,790.87
31-Jul-35	1,158,790.87
31-Aug-35	1,158,790.87
30-Sep-35	1,113,525.05
31-Oct-35	1,113,525.05
30-Nov-35	1,113,525.05
31-Dec-35	1,187,554.74
31-Jan-36	1,187,554.74
29-Feb-36	1,187,554.74
31-Mar-36	1,187,625.67
30-Apr-36	1,187,625.67
31-May-36	1,187,625.67
30-Jun-36	1,187,614.77

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-Jul-36	1,187,614.77
31-Aug-36	1,187,614.77
30-Sep-36	1,157,306.37
31-Oct-36	1,157,306.37
30-Nov-36	1,157,306.37
31-Dec-36	1,193,845.36
31-Jan-37	1,193,845.36
28-Feb-37	1,193,845.36
31-Mar-37	1,194,596.66
30-Apr-37	1,194,596.66
31-May-37	1,194,596.66
30-Jun-37	1,194,620.67
31-Jul-37	1,194,620.67
31-Aug-37	1,194,620.67
30-Sep-37	1,147,208.24
31-Oct-37	1,147,208.24
30-Nov-37	1,147,208.24
31-Dec-37	1,172,901.92
31-Jan-38	1,172,901.92
28-Feb-38	1,172,901.92
31-Mar-38	1,173,087.28
30-Apr-38	1,173,087.28
31-May-38	1,173,087.28
30-Jun-38	1,173,190.41
31-Jul-38	1,173,190.41
31-Aug-38	1,173,190.41
30-Sep-38	1,113,127.14
31-Oct-38	1,113,127.14
30-Nov-38	1,113,127.14
31-Dec-38	1,138,009.53
31-Jan-39	1,138,009.53
28-Feb-39	1,138,009.53
31-Mar-39	1,138,269.24
30-Apr-39	1,138,269.24
31-May-39	1,138,269.24
30-Jun-39	1,138,435.60
31-Jul-39	1,138,435.60

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-Aug-39	1,138,435.60
30-Sep-39	1,093,271.65
31-Oct-39	1,093,271.65
30-Nov-39	1,093,271.65
31-Dec-39	1,117,653.00
31-Jan-40	1,117,653.00
29-Feb-40	1,117,653.00
31-Mar-40	1,117,850.90
30-Apr-40	1,117,850.90
31-May-40	1,117,850.90
30-Jun-40	1,118,004.27
31-Jul-40	1,118,004.27
31-Aug-40	1,118,004.27
30-Sep-40	1,106,137.85
31-Oct-40	1,106,137.85
30-Nov-40	1,106,137.85
31-Dec-40	1,130,659.25
31-Jan-41	1,130,659.25
28-Feb-41	1,130,659.25
31-Mar-41	1,130,863.45
30-Apr-41	1,130,863.45
31-May-41	1,130,863.45
30-Jun-41	1,130,944.79
31-Jul-41	1,130,944.79
31-Aug-41	1,130,944.79
30-Sep-41	1,155,616.96
31-Oct-41	1,155,616.96
30-Nov-41	1,155,616.96
31-Dec-41	1,181,173.42
31-Jan-42	1,181,173.42
28-Feb-42	1,181,173.42
31-Mar-42	1,181,279.65
30-Apr-42	1,181,279.65
31-May-42	1,181,279.65
30-Jun-42	1,181,264.40
31-Jul-42	1,181,264.40
31-Aug-42	1,181,264.40

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
30-Sep-42	1,122,580.78
31-Oct-42	1,122,580.78
30-Nov-42	1,122,580.78
31-Dec-42	1,261,501.43
31-Jan-43	1,261,501.43
28-Feb-43	1,261,501.43
31-Mar-43	1,261,519.86
30-Apr-43	1,261,519.86
31-May-43	1,261,519.86
30-Jun-43	1,255,270.89
31-Jul-43	1,255,270.89
31-Aug-43	1,255,270.89
30-Sep-43	1,176,695.15
31-Oct-43	1,176,695.15
30-Nov-43	1,176,695.15
31-Dec-43	1,353,705.47
31-Jan-44	1,353,705.47
29-Feb-44	1,353,705.47
31-Mar-44	1,353,605.15
30-Apr-44	1,353,605.15
31-May-44	1,353,605.15
30-Jun-44	1,353,457.80
31-Jul-44	1,353,457.80
31-Aug-44	1,353,457.80
30-Sep-44	1,266,643.40
31-Oct-44	1,266,643.40
30-Nov-44	1,266,643.40
31-Dec-44	1,437,020.77
31-Jan-45	1,437,020.77
28-Feb-45	1,437,020.77
31-Mar-45	1,436,987.01
30-Apr-45	1,436,987.01
31-May-45	1,436,987.01
30-Jun-45	1,436,843.52
31-Jul-45	1,436,843.52
31-Aug-45	1,436,843.52
30-Sep-45	1,364,388.17

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-Oct-45	1,364,388.17
30-Nov-45	1,364,388.17
31-Dec-45	1,496,663.27
31-Jan-46	1,496,663.27
28-Feb-46	1,496,663.27
31-Mar-46	1,496,670.60
30-Apr-46	1,496,670.60
31-May-46	1,496,670.60
30-Jun-46	1,496,580.47
31-Jul-46	1,496,580.47
31-Aug-46	1,496,580.47
30-Sep-46	1,441,700.78
31-Oct-46	1,441,700.78
30-Nov-46	1,441,700.78
31-Dec-46	1,528,714.85
31-Jan-47	1,528,714.85
28-Feb-47	1,528,714.85
31-Mar-47	1,529,117.89
30-Apr-47	1,529,117.89
31-May-47	1,529,117.89
30-Jun-47	1,529,103.17
31-Jul-47	1,529,103.17
31-Aug-47	1,529,103.17
30-Sep-47	1,487,268.49
31-Oct-47	1,487,268.49
30-Nov-47	1,487,268.49
31-Dec-47	1,541,065.23
31-Jan-48	1,541,065.23
29-Feb-48	1,541,065.23
31-Mar-48	1,541,820.85
30-Apr-48	1,541,820.85
31-May-48	1,541,820.85
30-Jun-48	1,541,867.65
31-Jul-48	1,541,867.65
31-Aug-48	1,541,867.65
30-Sep-48	1,505,876.98
31-Oct-48	1,505,876.98



<b>Month Ending</b>	<b>Capital Fee (\$)</b>
30-Nov-48	1,505,876.98
31-Dec-48	1,544,972.16
31-Jan-49	1,544,972.16
28-Feb-49	1,544,972.16
31-Mar-49	1,546,499.34
30-Apr-49	1,546,499.34
31-May-49	1,546,499.34
30-Jun-49	1,546,580.20
31-Jul-49	1,546,580.20
31-Aug-49	1,546,580.20
30-Sep-49	1,508,339.07
31-Oct-49	1,508,339.07
30-Nov-49	1,508,339.07
31-Dec-49	1,552,832.40
31-Jan-50	1,552,832.40
28-Feb-50	1,552,832.40
31-Mar-50	1,554,413.63
30-Apr-50	1,554,413.63
31-May-50	1,554,413.63
30-Jun-50	1,554,497.63
31-Jul-50	1,554,497.63
31-Aug-50	1,554,497.63
30-Sep-50	1,507,385.92
31-Oct-50	1,507,385.92
30-Nov-50	1,507,385.92
31-Dec-50	1,573,401.68
31-Jan-51	1,573,401.68
28-Feb-51	1,573,401.68
31-Mar-51	1,574,769.57
30-Apr-51	1,574,769.57
31-May-51	1,574,769.57
30-Jun-51	1,574,830.27
31-Jul-51	1,574,830.27
31-Aug-51	1,574,830.27
30-Sep-51	1,515,598.43
31-Oct-51	1,515,598.43
30-Nov-51	1,515,598.43

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-Dec-51	1,610,635.36
31-Jan-52	1,610,635.36
29-Feb-52	1,610,635.36
31-Mar-52	1,611,195.55
30-Apr-52	1,611,195.55
31-May-52	1,611,195.55
30-Jun-52	1,611,218.87
31-Jul-52	1,611,218.87
31-Aug-52	1,611,218.87
30-Sep-52	1,541,623.98
31-Oct-52	1,541,623.98
30-Nov-52	1,541,623.98
31-Dec-52	1,660,970.74
31-Jan-53	1,660,970.74
28-Feb-53	1,660,970.74
31-Mar-53	1,661,580.75
30-Apr-53	1,661,580.75
31-May-53	1,661,580.75
30-Jun-53	1,661,565.40
31-Jul-53	1,661,565.40
31-Aug-53	1,661,565.40
30-Sep-53	1,585,040.27
31-Oct-53	1,585,040.27
30-Nov-53	1,585,040.27
31-Dec-53	1,719,782.82
31-Jan-54	1,719,782.82
28-Feb-54	1,719,782.82
31-Mar-54	1,720,092.72
30-Apr-54	1,720,092.72
31-May-54	1,720,092.72
30-Jun-54	1,720,052.83
31-Jul-54	1,720,052.83
31-Aug-54	1,720,052.83
30-Sep-54	1,639,445.85
31-Oct-54	1,639,445.85
30-Nov-54	1,639,445.85
31-Dec-54	1,782,298.92

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-Jan-55	1,782,298.92
28-Feb-55	1,782,298.92
31-Mar-55	1,782,502.55
30-Apr-55	1,782,502.55
31-May-55	1,782,502.55
30-Jun-55	1,782,453.54
31-Jul-55	1,782,453.54
31-Aug-55	1,782,453.54
30-Sep-55	1,697,610.57
31-Oct-55	1,697,610.57
30-Nov-55	1,697,610.57
31-Dec-55	1,848,792.30
31-Jan-56	1,848,792.30
29-Feb-56	1,848,792.30
31-Mar-56	1,848,788.28
30-Apr-56	1,848,788.28
31-May-56	1,848,788.28
30-Jun-56	1,848,733.71
31-Jul-56	1,848,733.71
31-Aug-56	1,848,733.71
30-Sep-56	1,758,486.74
31-Oct-56	1,758,486.74
30-Nov-56	1,758,486.74
31-Dec-56	1,920,794.17
31-Jan-57	1,920,794.17
28-Feb-57	1,920,794.17
31-Mar-57	1,920,854.80
30-Apr-57	1,920,854.80
31-May-57	1,920,854.80
30-Jun-57	1,920,789.80
31-Jul-57	1,920,789.80
31-Aug-57	1,920,789.80
30-Sep-57	1,894,473.40
31-Oct-57	1,894,473.40
30-Nov-57	1,894,473.40
31-Dec-57	1,866,792.08
31-Jan-58	1,866,792.08

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
28-Feb-58	1,866,792.08
31-Mar-58	2,022,549.41
30-Apr-58	2,022,549.41
31-May-58	2,022,549.41
30-Jun-58	2,025,941.65
31-Jul-58	2,025,941.65
31-Aug-58	2,025,941.65
30-Sep-58	2,026,739.04
31-Oct-58	2,026,739.04
30-Nov-58	2,026,739.04
31-Dec-58	0.00
31-Jan-59	0.00
28-Feb-59	0.00
31-Mar-59	0.00
30-Apr-59	0.00
31-May-59	0.00
30-Jun-59	0.00
31-Jul-59	0.00
31-Aug-59	0.00
30-Sep-59	0.00
31-Oct-59	0.00
30-Nov-59	0.00
31-Dec-59	0.00
31-Jan-60	0.00
29-Feb-60	0.00
31-Mar-60	0.00
30-Apr-60	0.00
31-May-60	0.00
30-Jun-60	0.00
31-Jul-60	0.00
31-Aug-60	0.00
30-Sep-60	0.00
31-Oct-60	0.00
30-Nov-60	0.00
31-Dec-60	0.00
31-Jan-61	0.00
28-Feb-61	0.00

<b>Month Ending</b>	<b>Capital Fee (\$)</b>
31-Mar-61	0.00
30-Apr-61	0.00
31-May-61	0.00
30-Jun-61	0.00
31-Jul-61	0.00
31-Aug-61	0.00
30-Sep-61	0.00
31-Oct-61	0.00
30-Nov-61	0.00
31-Dec-61	0.00
31-Jan-62	0.00
28-Feb-62	0.00
31-Mar-62	0.00
30-Apr-62	0.00

EXHIBIT K

APPENDIX 22

PORT FM FEE SCHEDULE AND PORT ALLOCABLE FM FEE SCHEDULE

**PORT FM FEE SCHEDULE**

<b>Port FM Month</b>	<b>Port FM Cost</b>	<b>Port Lifecycle Cost</b>	<b>Port FM Fee</b>
7/31/2019	\$28,088.98	\$0.00	\$28,088.98
8/31/2019	\$27,800.88	\$0.00	\$27,800.88
9/30/2019	\$27,800.88	\$0.00	\$27,800.88
10/31/2019	\$27,800.88	\$0.00	\$27,800.88
11/30/2019	\$27,800.88	\$0.00	\$27,800.88
12/31/2019	\$27,800.88	\$0.00	\$27,800.88
1/31/2020	\$27,800.88	\$0.00	\$27,800.88
2/29/2020	\$27,800.88	\$0.00	\$27,800.88
3/31/2020	\$27,800.88	\$0.00	\$27,800.88
4/30/2020	\$27,800.88	\$0.00	\$27,800.88
5/31/2020	\$27,800.88	\$0.00	\$27,800.88
6/30/2020	\$27,800.88	\$0.00	\$27,800.88
7/31/2020	\$27,800.88	\$0.00	\$27,800.88
8/31/2020	\$27,800.88	\$0.00	\$27,800.88
9/30/2020	\$27,800.88	\$0.00	\$27,800.88
10/31/2020	\$27,800.88	\$0.00	\$27,800.88
11/30/2020	\$27,800.88	\$0.00	\$27,800.88
12/31/2020	\$27,800.88	\$225.00	\$28,025.88
1/31/2021	\$27,800.88	\$225.00	\$28,025.88
2/28/2021	\$27,800.88	\$225.00	\$28,025.88
3/31/2021	\$27,800.88	\$225.00	\$28,025.88
4/30/2021	\$27,800.88	\$225.00	\$28,025.88
5/31/2021	\$27,800.88	\$225.00	\$28,025.88
6/30/2021	\$27,800.88	\$225.00	\$28,025.88
7/31/2021	\$27,800.88	\$907.73	\$28,708.61
8/31/2021	\$27,800.88	\$907.73	\$28,708.61
9/30/2021	\$27,800.88	\$907.73	\$28,708.61
10/31/2021	\$27,800.88	\$907.73	\$28,708.61
11/30/2021	\$27,800.88	\$907.73	\$28,708.61
12/31/2021	\$27,800.88	\$907.73	\$28,708.61
1/31/2022	\$27,800.88	\$907.73	\$28,708.61
2/28/2022	\$27,800.88	\$907.73	\$28,708.61
3/31/2022	\$27,800.88	\$907.73	\$28,708.61
4/30/2022	\$27,800.88	\$907.73	\$28,708.61
5/31/2022	\$27,800.88	\$907.73	\$28,708.61
6/30/2022	\$27,800.88	\$907.73	\$28,708.61
7/31/2022	\$27,800.88	\$3,017.73	\$30,818.61
8/31/2022	\$27,800.88	\$3,017.73	\$30,818.61

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
9/30/2022	\$27,800.88	\$3,017.73	\$30,818.61
10/31/2022	\$27,800.88	\$3,017.73	\$30,818.61
11/30/2022	\$27,800.88	\$3,017.73	\$30,818.61
12/31/2022	\$27,800.88	\$3,017.73	\$30,818.61
1/31/2023	\$27,800.88	\$3,017.73	\$30,818.61
2/28/2023	\$27,800.88	\$3,017.73	\$30,818.61
3/31/2023	\$27,800.88	\$3,017.73	\$30,818.61
4/30/2023	\$27,800.88	\$3,017.73	\$30,818.61
5/31/2023	\$27,800.88	\$3,017.73	\$30,818.61
6/30/2023	\$27,800.88	\$3,017.73	\$30,818.61
7/31/2023	\$27,800.88	\$849.98	\$28,650.86
8/31/2023	\$27,800.88	\$849.98	\$28,650.86
9/30/2023	\$27,800.88	\$849.98	\$28,650.86
10/31/2023	\$27,800.88	\$849.98	\$28,650.86
11/30/2023	\$27,800.88	\$849.98	\$28,650.86
12/31/2023	\$27,800.88	\$849.98	\$28,650.86
1/31/2024	\$27,800.88	\$849.98	\$28,650.86
2/29/2024	\$27,800.88	\$849.98	\$28,650.86
3/31/2024	\$27,800.88	\$849.98	\$28,650.86
4/30/2024	\$27,800.88	\$849.98	\$28,650.86
5/31/2024	\$27,800.88	\$849.98	\$28,650.86
6/30/2024	\$27,800.88	\$849.98	\$28,650.86
7/31/2024	\$27,800.88	\$13,683.57	\$41,484.45
8/31/2024	\$27,800.88	\$13,683.57	\$41,484.45
9/30/2024	\$27,800.88	\$13,683.57	\$41,484.45
10/31/2024	\$27,800.88	\$13,683.57	\$41,484.45
11/30/2024	\$27,800.88	\$13,683.57	\$41,484.45
12/31/2024	\$27,800.88	\$13,683.57	\$41,484.45
1/31/2025	\$27,800.88	\$13,683.57	\$41,484.45
2/28/2025	\$27,800.88	\$13,683.57	\$41,484.45
3/31/2025	\$27,800.88	\$13,683.57	\$41,484.45
4/30/2025	\$27,800.88	\$13,683.57	\$41,484.45
5/31/2025	\$27,800.88	\$13,683.57	\$41,484.45
6/30/2025	\$27,800.88	\$13,683.57	\$41,484.45
7/31/2025	\$27,800.88	\$3,187.73	\$30,988.61
8/31/2025	\$27,800.88	\$3,187.73	\$30,988.61
9/30/2025	\$27,800.88	\$3,187.73	\$30,988.61
10/31/2025	\$27,800.88	\$3,187.73	\$30,988.61
11/30/2025	\$27,800.88	\$3,187.73	\$30,988.61
12/31/2025	\$27,800.88	\$3,187.73	\$30,988.61
1/31/2026	\$27,800.88	\$3,187.73	\$30,988.61
2/28/2026	\$27,800.88	\$3,187.73	\$30,988.61
3/31/2026	\$27,800.88	\$3,187.73	\$30,988.61
4/30/2026	\$27,800.88	\$3,187.73	\$30,988.61
5/31/2026	\$27,800.88	\$3,187.73	\$30,988.61
6/30/2026	\$27,800.88	\$3,187.73	\$30,988.61
7/31/2026	\$27,800.88	\$1,019.98	\$28,820.86

<b>Port FM Month</b>	<b>Port FM Cost</b>	<b>Port Lifecycle Cost</b>	<b>Port FM Fee</b>
8/31/2026	\$27,800.88	\$1,019.98	\$28,820.86
9/30/2026	\$27,800.88	\$1,019.98	\$28,820.86
10/31/2026	\$27,800.88	\$1,019.98	\$28,820.86
11/30/2026	\$27,800.88	\$1,019.98	\$28,820.86
12/31/2026	\$27,800.88	\$1,019.98	\$28,820.86
1/31/2027	\$27,800.88	\$1,019.98	\$28,820.86
2/28/2027	\$27,800.88	\$1,019.98	\$28,820.86
3/31/2027	\$27,800.88	\$1,019.98	\$28,820.86
4/30/2027	\$27,800.88	\$1,019.98	\$28,820.86
5/31/2027	\$27,800.88	\$1,019.98	\$28,820.86
6/30/2027	\$27,800.88	\$1,019.98	\$28,820.86
7/31/2027	\$27,800.88	\$1,274.97	\$29,075.86
8/31/2027	\$27,800.88	\$1,274.97	\$29,075.86
9/30/2027	\$27,800.88	\$1,274.97	\$29,075.86
10/31/2027	\$27,800.88	\$1,274.97	\$29,075.86
11/30/2027	\$27,800.88	\$1,274.97	\$29,075.86
12/31/2027	\$27,800.88	\$1,274.97	\$29,075.86
1/31/2028	\$27,800.88	\$1,274.97	\$29,075.86
2/29/2028	\$27,800.88	\$1,274.97	\$29,075.86
3/31/2028	\$27,800.88	\$1,274.97	\$29,075.86
4/30/2028	\$27,800.88	\$1,274.97	\$29,075.86
5/31/2028	\$27,800.88	\$1,274.97	\$29,075.86
6/30/2028	\$27,800.88	\$1,274.97	\$29,075.86
7/31/2028	\$27,800.88	\$39,259.89	\$67,060.78
8/31/2028	\$27,800.88	\$39,259.89	\$67,060.78
9/30/2028	\$27,800.88	\$39,259.89	\$67,060.78
10/31/2028	\$27,800.88	\$39,259.89	\$67,060.78
11/30/2028	\$27,800.88	\$39,259.89	\$67,060.78
12/31/2028	\$27,800.88	\$39,259.89	\$67,060.78
1/31/2029	\$27,800.88	\$39,259.89	\$67,060.78
2/28/2029	\$27,800.88	\$39,259.89	\$67,060.78
3/31/2029	\$27,800.88	\$39,259.89	\$67,060.78
4/30/2029	\$27,800.88	\$39,259.89	\$67,060.78
5/31/2029	\$27,800.88	\$39,259.89	\$67,060.78
6/30/2029	\$27,800.88	\$39,259.89	\$67,060.78
7/31/2029	\$27,800.88	\$3,900.21	\$31,701.10
8/31/2029	\$27,800.88	\$3,900.21	\$31,701.10
9/30/2029	\$27,800.88	\$3,900.21	\$31,701.10
10/31/2029	\$27,800.88	\$3,900.21	\$31,701.10
11/30/2029	\$27,800.88	\$3,900.21	\$31,701.10
12/31/2029	\$27,800.88	\$3,900.21	\$31,701.10
1/31/2030	\$27,800.88	\$3,900.21	\$31,701.10
2/28/2030	\$27,800.88	\$3,900.21	\$31,701.10
3/31/2030	\$27,800.88	\$3,900.21	\$31,701.10
4/30/2030	\$27,800.88	\$3,900.21	\$31,701.10
5/31/2030	\$27,800.88	\$3,900.21	\$31,701.10
6/30/2030	\$27,800.88	\$3,900.21	\$31,701.10



Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
7/31/2030	\$27,800.88	\$5,334.88	\$33,135.77
8/31/2030	\$27,800.88	\$5,334.88	\$33,135.77
9/30/2030	\$27,800.88	\$5,334.88	\$33,135.77
10/31/2030	\$27,800.88	\$5,334.88	\$33,135.77
11/30/2030	\$27,800.88	\$5,334.88	\$33,135.77
12/31/2030	\$27,800.88	\$5,334.88	\$33,135.77
1/31/2031	\$27,800.88	\$5,334.88	\$33,135.77
2/28/2031	\$27,800.88	\$5,334.88	\$33,135.77
3/31/2031	\$27,800.88	\$5,334.88	\$33,135.77
4/30/2031	\$27,800.88	\$5,334.88	\$33,135.77
5/31/2031	\$27,800.88	\$5,334.88	\$33,135.77
6/30/2031	\$27,800.88	\$5,334.88	\$33,135.77
7/31/2031	\$27,800.88	\$8,633.53	\$36,434.42
8/31/2031	\$27,800.88	\$8,633.53	\$36,434.42
9/30/2031	\$27,800.88	\$8,633.53	\$36,434.42
10/31/2031	\$27,800.88	\$8,633.53	\$36,434.42
11/30/2031	\$27,800.88	\$8,633.53	\$36,434.42
12/31/2031	\$27,800.88	\$8,633.53	\$36,434.42
1/31/2032	\$27,800.88	\$8,633.53	\$36,434.42
2/29/2032	\$27,800.88	\$8,633.53	\$36,434.42
3/31/2032	\$27,800.88	\$8,633.53	\$36,434.42
4/30/2032	\$27,800.88	\$8,633.53	\$36,434.42
5/31/2032	\$27,800.88	\$8,633.53	\$36,434.42
6/30/2032	\$27,800.88	\$8,633.53	\$36,434.42
7/31/2032	\$27,800.88	\$7,828.20	\$35,629.09
8/31/2032	\$27,800.88	\$7,828.20	\$35,629.09
9/30/2032	\$27,800.88	\$7,828.20	\$35,629.09
10/31/2032	\$27,800.88	\$7,828.20	\$35,629.09
11/30/2032	\$27,800.88	\$7,828.20	\$35,629.09
12/31/2032	\$27,800.88	\$7,828.20	\$35,629.09
1/31/2033	\$27,800.88	\$7,828.20	\$35,629.09
2/28/2033	\$27,800.88	\$7,828.20	\$35,629.09
3/31/2033	\$27,800.88	\$7,828.20	\$35,629.09
4/30/2033	\$27,800.88	\$7,828.20	\$35,629.09
5/31/2033	\$27,800.88	\$7,828.20	\$35,629.09
6/30/2033	\$27,800.88	\$7,828.20	\$35,629.09
7/31/2033	\$27,800.88	\$14,713.24	\$42,514.13
8/31/2033	\$27,800.88	\$14,713.24	\$42,514.13
9/30/2033	\$27,800.88	\$14,713.24	\$42,514.13
10/31/2033	\$27,800.88	\$14,713.24	\$42,514.13
11/30/2033	\$27,800.88	\$14,713.24	\$42,514.13
12/31/2033	\$27,800.88	\$14,713.24	\$42,514.13
1/31/2034	\$27,800.88	\$14,713.24	\$42,514.13
2/28/2034	\$27,800.88	\$14,713.24	\$42,514.13
3/31/2034	\$27,800.88	\$14,713.24	\$42,514.13
4/30/2034	\$27,800.88	\$14,713.24	\$42,514.13
5/31/2034	\$27,800.88	\$14,713.24	\$42,514.13

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
6/30/2034	\$27,800.88	\$14,713.24	\$42,514.13
7/31/2034	\$27,800.88	\$13,110.38	\$40,911.26
8/31/2034	\$27,800.88	\$13,110.38	\$40,911.26
9/30/2034	\$27,800.88	\$13,110.38	\$40,911.26
10/31/2034	\$27,800.88	\$13,110.38	\$40,911.26
11/30/2034	\$27,800.88	\$13,110.38	\$40,911.26
12/31/2034	\$27,800.88	\$13,110.38	\$40,911.26
1/31/2035	\$27,800.88	\$13,110.38	\$40,911.26
2/28/2035	\$27,800.88	\$13,110.38	\$40,911.26
3/31/2035	\$27,800.88	\$13,110.38	\$40,911.26
4/30/2035	\$27,800.88	\$13,110.38	\$40,911.26
5/31/2035	\$27,800.88	\$13,110.38	\$40,911.26
6/30/2035	\$27,800.88	\$13,110.38	\$40,911.26
7/31/2035	\$27,800.88	\$13,137.63	\$40,938.51
8/31/2035	\$27,800.88	\$13,137.63	\$40,938.51
9/30/2035	\$27,800.88	\$13,137.63	\$40,938.51
10/31/2035	\$27,800.88	\$13,137.63	\$40,938.51
11/30/2035	\$27,800.88	\$13,137.63	\$40,938.51
12/31/2035	\$27,800.88	\$13,137.63	\$40,938.51
1/31/2036	\$27,800.88	\$13,137.63	\$40,938.51
2/29/2036	\$27,800.88	\$13,137.63	\$40,938.51
3/31/2036	\$27,800.88	\$13,137.63	\$40,938.51
4/30/2036	\$27,800.88	\$13,137.63	\$40,938.51
5/31/2036	\$27,800.88	\$13,137.63	\$40,938.51
6/30/2036	\$27,800.88	\$13,137.63	\$40,938.51
7/31/2036	\$27,800.88	\$33,695.13	\$61,496.01
8/31/2036	\$27,800.88	\$33,695.13	\$61,496.01
9/30/2036	\$27,800.88	\$33,695.13	\$61,496.01
10/31/2036	\$27,800.88	\$33,695.13	\$61,496.01
11/30/2036	\$27,800.88	\$33,695.13	\$61,496.01
12/31/2036	\$27,800.88	\$33,695.13	\$61,496.01
1/31/2037	\$27,800.88	\$33,695.13	\$61,496.01
2/28/2037	\$27,800.88	\$33,695.13	\$61,496.01
3/31/2037	\$27,800.88	\$33,695.13	\$61,496.01
4/30/2037	\$27,800.88	\$33,695.13	\$61,496.01
5/31/2037	\$27,800.88	\$33,695.13	\$61,496.01
6/30/2037	\$27,800.88	\$33,695.13	\$61,496.01
7/31/2037	\$27,800.88	\$11,782.38	\$39,583.26
8/31/2037	\$27,800.88	\$11,782.38	\$39,583.26
9/30/2037	\$27,800.88	\$11,782.38	\$39,583.26
10/31/2037	\$27,800.88	\$11,782.38	\$39,583.26
11/30/2037	\$27,800.88	\$11,782.38	\$39,583.26
12/31/2037	\$27,800.88	\$11,782.38	\$39,583.26
1/31/2038	\$27,800.88	\$11,782.38	\$39,583.26
2/28/2038	\$27,800.88	\$11,782.38	\$39,583.26
3/31/2038	\$27,800.88	\$11,782.38	\$39,583.26
4/30/2038	\$27,800.88	\$11,782.38	\$39,583.26

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
5/31/2038	\$27,800.88	\$11,782.38	\$39,583.26
6/30/2038	\$27,800.88	\$11,782.38	\$39,583.26
7/31/2038	\$27,800.88	\$40,748.36	\$68,549.24
8/31/2038	\$27,800.88	\$40,748.36	\$68,549.24
9/30/2038	\$27,800.88	\$40,748.36	\$68,549.24
10/31/2038	\$27,800.88	\$40,748.36	\$68,549.24
11/30/2038	\$27,800.88	\$40,748.36	\$68,549.24
12/31/2038	\$27,800.88	\$40,748.36	\$68,549.24
1/31/2039	\$27,800.88	\$40,748.36	\$68,549.24
2/28/2039	\$27,800.88	\$40,748.36	\$68,549.24
3/31/2039	\$27,800.88	\$40,748.36	\$68,549.24
4/30/2039	\$27,800.88	\$40,748.36	\$68,549.24
5/31/2039	\$27,800.88	\$40,748.36	\$68,549.24
6/30/2039	\$27,800.88	\$40,748.36	\$68,549.24
7/31/2039	\$27,800.88	\$10,700.06	\$38,500.94
8/31/2039	\$27,800.88	\$10,700.06	\$38,500.94
9/30/2039	\$27,800.88	\$10,700.06	\$38,500.94
10/31/2039	\$27,800.88	\$10,700.06	\$38,500.94
11/30/2039	\$27,800.88	\$10,700.06	\$38,500.94
12/31/2039	\$27,800.88	\$10,700.06	\$38,500.94
1/31/2040	\$27,800.88	\$10,700.06	\$38,500.94
2/29/2040	\$27,800.88	\$10,700.06	\$38,500.94
3/31/2040	\$27,800.88	\$10,700.06	\$38,500.94
4/30/2040	\$27,800.88	\$10,700.06	\$38,500.94
5/31/2040	\$27,800.88	\$10,700.06	\$38,500.94
6/30/2040	\$27,800.88	\$10,700.06	\$38,500.94
7/31/2040	\$27,800.88	\$10,667.56	\$38,468.44
8/31/2040	\$27,800.88	\$10,667.56	\$38,468.44
9/30/2040	\$27,800.88	\$10,667.56	\$38,468.44
10/31/2040	\$27,800.88	\$10,667.56	\$38,468.44
11/30/2040	\$27,800.88	\$10,667.56	\$38,468.44
12/31/2040	\$27,800.88	\$10,667.56	\$38,468.44
1/31/2041	\$27,800.88	\$10,667.56	\$38,468.44
2/28/2041	\$27,800.88	\$10,667.56	\$38,468.44
3/31/2041	\$27,800.88	\$10,667.56	\$38,468.44
4/30/2041	\$27,800.88	\$10,667.56	\$38,468.44
5/31/2041	\$27,800.88	\$10,667.56	\$38,468.44
6/30/2041	\$27,800.88	\$10,667.56	\$38,468.44
7/31/2041	\$27,800.88	\$14,684.67	\$42,485.56
8/31/2041	\$27,800.88	\$14,684.67	\$42,485.56
9/30/2041	\$27,800.88	\$14,684.67	\$42,485.56
10/31/2041	\$27,800.88	\$14,684.67	\$42,485.56
11/30/2041	\$27,800.88	\$14,684.67	\$42,485.56
12/31/2041	\$27,800.88	\$14,684.67	\$42,485.56
1/31/2042	\$27,800.88	\$14,684.67	\$42,485.56
2/28/2042	\$27,800.88	\$14,684.67	\$42,485.56
3/31/2042	\$27,800.88	\$14,684.67	\$42,485.56

<b>Port FM Month</b>	<b>Port FM Cost</b>	<b>Port Lifecycle Cost</b>	<b>Port FM Fee</b>
4/30/2042	\$27,800.88	\$14,684.67	\$42,485.56
5/31/2042	\$27,800.88	\$14,684.67	\$42,485.56
6/30/2042	\$27,800.88	\$14,684.67	\$42,485.56
7/31/2042	\$27,800.88	\$15,299.66	\$43,100.54
8/31/2042	\$27,800.88	\$15,299.66	\$43,100.54
9/30/2042	\$27,800.88	\$15,299.66	\$43,100.54
10/31/2042	\$27,800.88	\$15,299.66	\$43,100.54
11/30/2042	\$27,800.88	\$15,299.66	\$43,100.54
12/31/2042	\$27,800.88	\$15,299.66	\$43,100.54
1/31/2043	\$27,800.88	\$15,299.66	\$43,100.54
2/28/2043	\$27,800.88	\$15,299.66	\$43,100.54
3/31/2043	\$27,800.88	\$15,299.66	\$43,100.54
4/30/2043	\$27,800.88	\$15,299.66	\$43,100.54
5/31/2043	\$27,800.88	\$15,299.66	\$43,100.54
6/30/2043	\$27,800.88	\$15,299.66	\$43,100.54
7/31/2043	\$27,800.88	\$32,271.58	\$60,072.46
8/31/2043	\$27,800.88	\$32,271.58	\$60,072.46
9/30/2043	\$27,800.88	\$32,271.58	\$60,072.46
10/31/2043	\$27,800.88	\$32,271.58	\$60,072.46
11/30/2043	\$27,800.88	\$32,271.58	\$60,072.46
12/31/2043	\$27,800.88	\$32,271.58	\$60,072.46
1/31/2044	\$27,800.88	\$32,271.58	\$60,072.46
2/29/2044	\$27,800.88	\$32,271.58	\$60,072.46
3/31/2044	\$27,800.88	\$32,271.58	\$60,072.46
4/30/2044	\$27,800.88	\$32,271.58	\$60,072.46
5/31/2044	\$27,800.88	\$32,271.58	\$60,072.46
6/30/2044	\$27,800.88	\$32,271.58	\$60,072.46
7/31/2044	\$27,800.88	\$69,638.74	\$97,439.62
8/31/2044	\$27,800.88	\$69,638.74	\$97,439.62
9/30/2044	\$27,800.88	\$69,638.74	\$97,439.62
10/31/2044	\$27,800.88	\$69,638.74	\$97,439.62
11/30/2044	\$27,800.88	\$69,638.74	\$97,439.62
12/31/2044	\$27,800.88	\$69,638.74	\$97,439.62
1/31/2045	\$27,800.88	\$69,638.74	\$97,439.62
2/28/2045	\$27,800.88	\$69,638.74	\$97,439.62
3/31/2045	\$27,800.88	\$69,638.74	\$97,439.62
4/30/2045	\$27,800.88	\$69,638.74	\$97,439.62
5/31/2045	\$27,800.88	\$69,638.74	\$97,439.62
6/30/2045	\$27,800.88	\$69,638.74	\$97,439.62
7/31/2045	\$27,800.88	\$21,002.91	\$48,803.79
8/31/2045	\$27,800.88	\$21,002.91	\$48,803.79
9/30/2045	\$27,800.88	\$21,002.91	\$48,803.79
10/31/2045	\$27,800.88	\$21,002.91	\$48,803.79
11/30/2045	\$27,800.88	\$21,002.91	\$48,803.79
12/31/2045	\$27,800.88	\$21,002.91	\$48,803.79
1/31/2046	\$27,800.88	\$21,002.91	\$48,803.79
2/28/2046	\$27,800.88	\$21,002.91	\$48,803.79

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
3/31/2046	\$27,800.88	\$21,002.91	\$48,803.79
4/30/2046	\$27,800.88	\$21,002.91	\$48,803.79
5/31/2046	\$27,800.88	\$21,002.91	\$48,803.79
6/30/2046	\$27,800.88	\$21,002.91	\$48,803.79
7/31/2046	\$27,800.88	\$16,882.26	\$44,683.15
8/31/2046	\$27,800.88	\$16,882.26	\$44,683.15
9/30/2046	\$27,800.88	\$16,882.26	\$44,683.15
10/31/2046	\$27,800.88	\$16,882.26	\$44,683.15
11/30/2046	\$27,800.88	\$16,882.26	\$44,683.15
12/31/2046	\$27,800.88	\$16,882.26	\$44,683.15
1/31/2047	\$27,800.88	\$16,882.26	\$44,683.15
2/28/2047	\$27,800.88	\$16,882.26	\$44,683.15
3/31/2047	\$27,800.88	\$16,882.26	\$44,683.15
4/30/2047	\$27,800.88	\$16,882.26	\$44,683.15
5/31/2047	\$27,800.88	\$16,882.26	\$44,683.15
6/30/2047	\$27,800.88	\$16,882.26	\$44,683.15
7/31/2047	\$27,800.88	\$31,929.51	\$59,730.40
8/31/2047	\$27,800.88	\$31,929.51	\$59,730.40
9/30/2047	\$27,800.88	\$31,929.51	\$59,730.40
10/31/2047	\$27,800.88	\$31,929.51	\$59,730.40
11/30/2047	\$27,800.88	\$31,929.51	\$59,730.40
12/31/2047	\$27,800.88	\$31,929.51	\$59,730.40
1/31/2048	\$27,800.88	\$31,929.51	\$59,730.40
2/29/2048	\$27,800.88	\$31,929.51	\$59,730.40
3/31/2048	\$27,800.88	\$31,929.51	\$59,730.40
4/30/2048	\$27,800.88	\$31,929.51	\$59,730.40
5/31/2048	\$27,800.88	\$31,929.51	\$59,730.40
6/30/2048	\$27,800.88	\$31,929.51	\$59,730.40
7/31/2048	\$27,800.88	\$35,977.32	\$63,778.21
8/31/2048	\$27,800.88	\$35,977.32	\$63,778.21
9/30/2048	\$27,800.88	\$35,977.32	\$63,778.21
10/31/2048	\$27,800.88	\$35,977.32	\$63,778.21
11/30/2048	\$27,800.88	\$35,977.32	\$63,778.21
12/31/2048	\$27,800.88	\$35,977.32	\$63,778.21
1/31/2049	\$27,800.88	\$35,977.32	\$63,778.21
2/28/2049	\$27,800.88	\$35,977.32	\$63,778.21
3/31/2049	\$27,800.88	\$35,977.32	\$63,778.21
4/30/2049	\$27,800.88	\$35,977.32	\$63,778.21
5/31/2049	\$27,800.88	\$35,977.32	\$63,778.21
6/30/2049	\$27,800.88	\$35,977.32	\$63,778.21
7/31/2049	\$27,800.88	\$11,835.40	\$39,636.29
8/31/2049	\$27,800.88	\$11,835.40	\$39,636.29
9/30/2049	\$27,800.88	\$11,835.40	\$39,636.29
10/31/2049	\$27,800.88	\$11,835.40	\$39,636.29
11/30/2049	\$27,800.88	\$11,835.40	\$39,636.29
12/31/2049	\$27,800.88	\$11,835.40	\$39,636.29
1/31/2050	\$27,800.88	\$11,835.40	\$39,636.29

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
2/28/2050	\$27,800.88	\$11,835.40	\$39,636.29
3/31/2050	\$27,800.88	\$11,835.40	\$39,636.29
4/30/2050	\$27,800.88	\$11,835.40	\$39,636.29
5/31/2050	\$27,800.88	\$11,835.40	\$39,636.29
6/30/2050	\$27,800.88	\$11,835.40	\$39,636.29
7/31/2050	\$27,800.88	\$2,549.94	\$30,350.83
8/31/2050	\$27,800.88	\$2,549.94	\$30,350.83
9/30/2050	\$27,800.88	\$2,549.94	\$30,350.83
10/31/2050	\$27,800.88	\$2,549.94	\$30,350.83
11/30/2050	\$27,800.88	\$2,549.94	\$30,350.83
12/31/2050	\$27,800.88	\$2,549.94	\$30,350.83
1/31/2051	\$27,800.88	\$2,549.94	\$30,350.83
2/28/2051	\$27,800.88	\$2,549.94	\$30,350.83
3/31/2051	\$27,800.88	\$2,549.94	\$30,350.83
4/30/2051	\$27,800.88	\$2,549.94	\$30,350.83
5/31/2051	\$27,800.88	\$2,549.94	\$30,350.83
6/30/2051	\$27,800.88	\$2,549.94	\$30,350.83
7/31/2051	\$27,800.88	\$10,587.68	\$38,388.57
8/31/2051	\$27,800.88	\$10,587.68	\$38,388.57
9/30/2051	\$27,800.88	\$10,587.68	\$38,388.57
10/31/2051	\$27,800.88	\$10,587.68	\$38,388.57
11/30/2051	\$27,800.88	\$10,587.68	\$38,388.57
12/31/2051	\$27,800.88	\$10,587.68	\$38,388.57
1/31/2052	\$27,800.88	\$10,587.68	\$38,388.57
2/29/2052	\$27,800.88	\$10,587.68	\$38,388.57
3/31/2052	\$27,800.88	\$10,587.68	\$38,388.57
4/30/2052	\$27,800.88	\$10,587.68	\$38,388.57
5/31/2052	\$27,800.88	\$10,587.68	\$38,388.57
6/30/2052	\$27,800.88	\$10,587.68	\$38,388.57
7/31/2052	\$27,800.88	\$9,202.59	\$37,003.48
8/31/2052	\$27,800.88	\$9,202.59	\$37,003.48
9/30/2052	\$27,800.88	\$9,202.59	\$37,003.48
10/31/2052	\$27,800.88	\$9,202.59	\$37,003.48
11/30/2052	\$27,800.88	\$9,202.59	\$37,003.48
12/31/2052	\$27,800.88	\$9,202.59	\$37,003.48
1/31/2053	\$27,800.88	\$9,202.59	\$37,003.48
2/28/2053	\$27,800.88	\$9,202.59	\$37,003.48
3/31/2053	\$27,800.88	\$9,202.59	\$37,003.48
4/30/2053	\$27,800.88	\$9,202.59	\$37,003.48
5/31/2053	\$27,800.88	\$9,202.59	\$37,003.48
6/30/2053	\$27,800.88	\$9,202.59	\$37,003.48
7/31/2053	\$27,800.88	\$55,942.01	\$83,742.90
8/31/2053	\$27,800.88	\$55,942.01	\$83,742.90
9/30/2053	\$27,800.88	\$55,942.01	\$83,742.90
10/31/2053	\$27,800.88	\$55,942.01	\$83,742.90
11/30/2053	\$27,800.88	\$55,942.01	\$83,742.90
12/31/2053	\$27,800.88	\$55,942.01	\$83,742.90

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
1/31/2054	\$27,800.88	\$55,942.01	\$83,742.90
2/28/2054	\$27,800.88	\$55,942.01	\$83,742.90
3/31/2054	\$27,800.88	\$55,942.01	\$83,742.90
4/30/2054	\$27,800.88	\$55,942.01	\$83,742.90
5/31/2054	\$27,800.88	\$55,942.01	\$83,742.90
6/30/2054	\$27,800.88	\$55,942.01	\$83,742.90
7/31/2054	\$27,800.88	\$4,750.19	\$32,551.08
8/31/2054	\$27,800.88	\$4,750.19	\$32,551.08
9/30/2054	\$27,800.88	\$4,750.19	\$32,551.08
10/31/2054	\$27,800.88	\$4,750.19	\$32,551.08
11/30/2054	\$27,800.88	\$4,750.19	\$32,551.08
12/31/2054	\$27,800.88	\$4,750.19	\$32,551.08
1/31/2055	\$27,800.88	\$4,750.19	\$32,551.08
2/28/2055	\$27,800.88	\$4,750.19	\$32,551.08
3/31/2055	\$27,800.88	\$4,750.19	\$32,551.08
4/30/2055	\$27,800.88	\$4,750.19	\$32,551.08
5/31/2055	\$27,800.88	\$4,750.19	\$32,551.08
6/30/2055	\$27,800.88	\$4,750.19	\$32,551.08
7/31/2055	\$27,800.88	\$23,137.13	\$50,938.02
8/31/2055	\$27,800.88	\$23,137.13	\$50,938.02
9/30/2055	\$27,800.88	\$23,137.13	\$50,938.02
10/31/2055	\$27,800.88	\$23,137.13	\$50,938.02
11/30/2055	\$27,800.88	\$23,137.13	\$50,938.02
12/31/2055	\$27,800.88	\$23,137.13	\$50,938.02
1/31/2056	\$27,800.88	\$23,137.13	\$50,938.02
2/29/2056	\$27,800.88	\$23,137.13	\$50,938.02
3/31/2056	\$27,800.88	\$23,137.13	\$50,938.02
4/30/2056	\$27,800.88	\$23,137.13	\$50,938.02
5/31/2056	\$27,800.88	\$23,137.13	\$50,938.02
6/30/2056	\$27,800.88	\$23,137.13	\$50,938.02
7/31/2056	\$27,800.88	\$12,395.79	\$40,196.68
8/31/2056	\$27,800.88	\$12,395.79	\$40,196.68
9/30/2056	\$27,800.88	\$12,395.79	\$40,196.68
10/31/2056	\$27,800.88	\$12,395.79	\$40,196.68
11/30/2056	\$27,800.88	\$12,395.79	\$40,196.68
12/31/2056	\$27,800.88	\$12,395.79	\$40,196.68
1/31/2057	\$27,800.88	\$12,395.79	\$40,196.68
2/28/2057	\$27,800.88	\$12,395.79	\$40,196.68
3/31/2057	\$27,800.88	\$12,395.79	\$40,196.68
4/30/2057	\$27,800.88	\$12,395.79	\$40,196.68
5/31/2057	\$27,800.88	\$12,395.79	\$40,196.68
6/30/2057	\$27,800.88	\$12,395.79	\$40,196.68
7/31/2057	\$27,800.88	\$3,921.05	\$31,721.94
8/31/2057	\$27,800.88	\$3,921.05	\$31,721.94
9/30/2057	\$27,800.88	\$3,921.05	\$31,721.94
10/31/2057	\$27,800.88	\$3,921.05	\$31,721.94
11/30/2057	\$27,800.88	\$3,921.05	\$31,721.94

<b>Port FM Month</b>	<b>Port FM Cost</b>	<b>Port Lifecycle Cost</b>	<b>Port FM Fee</b>
12/31/2057	\$27,800.88	\$3,921.05	\$31,721.94
1/31/2058	\$27,800.88	\$3,921.05	\$31,721.94
2/28/2058	\$27,800.88	\$3,921.05	\$31,721.94
3/31/2058	\$27,800.88	\$3,921.05	\$31,721.94
4/30/2058	\$27,800.88	\$3,921.05	\$31,721.94
5/31/2058	\$27,800.88	\$3,921.05	\$31,721.94
6/30/2058	\$27,800.88	\$3,921.05	\$31,721.94
7/31/2058	\$27,800.88	\$40,873.39	\$68,674.28
8/31/2058	\$27,800.88	\$40,873.39	\$68,674.28
9/30/2058	\$27,800.88	\$40,873.39	\$68,674.28
10/31/2058	\$27,800.88	\$40,873.39	\$68,674.28
11/30/2058	\$27,800.88	\$40,873.39	\$68,674.28
12/31/2058	\$27,800.88	\$40,873.39	\$68,674.28
1/31/2059	\$27,800.88	\$40,873.39	\$68,674.28
2/28/2059	\$27,800.88	\$40,873.39	\$68,674.28
3/31/2059	\$27,800.88	\$40,873.39	\$68,674.28
4/30/2059	\$27,800.88	\$40,873.39	\$68,674.28
5/31/2059	\$27,800.88	\$40,873.39	\$68,674.28
6/30/2059	\$27,800.88	\$40,873.39	\$68,674.28
7/31/2059	\$27,800.88	\$4,633.40	\$32,434.28
8/31/2059	\$27,800.88	\$4,633.40	\$32,434.28
9/30/2059	\$27,800.88	\$4,633.40	\$32,434.28
10/31/2059	\$27,800.88	\$4,633.40	\$32,434.28
11/30/2059	\$27,800.88	\$4,633.40	\$32,434.28
12/31/2059	\$27,800.88	\$4,633.40	\$32,434.28
1/31/2060	\$27,800.88	\$4,633.40	\$32,434.28
2/29/2060	\$27,800.88	\$4,633.40	\$32,434.28
3/31/2060	\$27,800.88	\$4,633.40	\$32,434.28
4/30/2060	\$27,800.88	\$4,633.40	\$32,434.28
5/31/2060	\$27,800.88	\$4,633.40	\$32,434.28
6/30/2060	\$27,800.88	\$4,633.40	\$32,434.28
7/31/2060	\$27,800.88	\$2,714.00	\$30,514.88
8/31/2060	\$27,800.88	\$2,714.00	\$30,514.88
9/30/2060	\$27,800.88	\$2,714.00	\$30,514.88
10/31/2060	\$27,800.88	\$2,714.00	\$30,514.88
11/30/2060	\$27,800.88	\$2,714.00	\$30,514.88



**PORT ALLOCABLE FM FEE SCHEDULE**

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
7/31/2019	\$49,108.60	\$0.00	\$49,108.60
8/31/2019	\$49,108.60	\$0.00	\$49,108.60
9/30/2019	\$49,108.60	\$0.00	\$49,108.60
10/31/2019	\$49,108.60	\$0.00	\$49,108.60
11/30/2019	\$49,108.60	\$0.00	\$49,108.60
12/31/2019	\$49,108.60	\$0.00	\$49,108.60
1/31/2020	\$49,108.60	\$0.00	\$49,108.60
2/29/2020	\$49,108.60	\$0.00	\$49,108.60
3/31/2020	\$49,108.60	\$0.00	\$49,108.60
4/30/2020	\$49,108.60	\$0.00	\$49,108.60
5/31/2020	\$49,108.60	\$0.00	\$49,108.60
6/30/2020	\$49,108.60	\$0.00	\$49,108.60
7/31/2020	\$49,108.60	\$0.00	\$49,108.60
8/31/2020	\$49,108.60	\$0.00	\$49,108.60
9/30/2020	\$49,108.60	\$0.00	\$49,108.60
10/31/2020	\$49,108.60	\$0.00	\$49,108.60
11/30/2020	\$49,108.60	\$0.00	\$49,108.60
12/31/2020	\$49,108.60	\$12,197.14	\$61,305.74
1/31/2021	\$49,108.60	\$12,197.14	\$61,305.74
2/28/2021	\$49,108.60	\$12,197.14	\$61,305.74
3/31/2021	\$49,108.60	\$12,197.14	\$61,305.74
4/30/2021	\$49,108.60	\$12,197.14	\$61,305.74
5/31/2021	\$49,108.60	\$12,197.14	\$61,305.74
6/30/2021	\$49,108.60	\$12,197.14	\$61,305.74
7/31/2021	\$49,108.60	\$7,123.67	\$56,232.27
8/31/2021	\$49,108.60	\$7,123.67	\$56,232.27
9/30/2021	\$49,108.60	\$7,123.67	\$56,232.27
10/31/2021	\$49,108.60	\$7,123.67	\$56,232.27
11/30/2021	\$49,108.60	\$7,123.67	\$56,232.27
12/31/2021	\$49,108.60	\$7,123.67	\$56,232.27
1/31/2022	\$49,108.60	\$7,123.67	\$56,232.27
2/28/2022	\$49,108.60	\$7,123.67	\$56,232.27
3/31/2022	\$49,108.60	\$7,123.67	\$56,232.27
4/30/2022	\$49,108.60	\$7,123.67	\$56,232.27
5/31/2022	\$49,108.60	\$7,123.67	\$56,232.27
6/30/2022	\$49,108.60	\$7,123.67	\$56,232.27
7/31/2022	\$49,108.60	\$7,303.28	\$56,411.88
8/31/2022	\$49,108.60	\$7,303.28	\$56,411.88
9/30/2022	\$49,108.60	\$7,303.28	\$56,411.88

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
10/31/2022	\$49,108.60	\$7,303.28	\$56,411.88
11/30/2022	\$49,108.60	\$7,303.28	\$56,411.88
12/31/2022	\$49,108.60	\$7,303.28	\$56,411.88
1/31/2023	\$49,108.60	\$7,303.28	\$56,411.88
2/28/2023	\$49,108.60	\$7,303.28	\$56,411.88
3/31/2023	\$49,108.60	\$7,303.28	\$56,411.88
4/30/2023	\$49,108.60	\$7,303.28	\$56,411.88
5/31/2023	\$49,108.60	\$7,303.28	\$56,411.88
6/30/2023	\$49,108.60	\$7,303.28	\$56,411.88
7/31/2023	\$49,108.60	\$11,278.83	\$60,387.43
8/31/2023	\$49,108.60	\$11,278.83	\$60,387.43
9/30/2023	\$49,108.60	\$11,278.83	\$60,387.43
10/31/2023	\$49,108.60	\$11,278.83	\$60,387.43
11/30/2023	\$49,108.60	\$11,278.83	\$60,387.43
12/31/2023	\$49,108.60	\$11,278.83	\$60,387.43
1/31/2024	\$49,108.60	\$11,278.83	\$60,387.43
2/29/2024	\$49,108.60	\$11,278.83	\$60,387.43
3/31/2024	\$49,108.60	\$11,278.83	\$60,387.43
4/30/2024	\$49,108.60	\$11,278.83	\$60,387.43
5/31/2024	\$49,108.60	\$11,278.83	\$60,387.43
6/30/2024	\$49,108.60	\$11,278.83	\$60,387.43
7/31/2024	\$49,108.60	\$11,501.36	\$60,609.96
8/31/2024	\$49,108.60	\$11,501.36	\$60,609.96
9/30/2024	\$49,108.60	\$11,501.36	\$60,609.96
10/31/2024	\$49,108.60	\$11,501.36	\$60,609.96
11/30/2024	\$49,108.60	\$11,501.36	\$60,609.96
12/31/2024	\$49,108.60	\$11,501.36	\$60,609.96
1/31/2025	\$49,108.60	\$11,501.36	\$60,609.96
2/28/2025	\$49,108.60	\$11,501.36	\$60,609.96
3/31/2025	\$49,108.60	\$11,501.36	\$60,609.96
4/30/2025	\$49,108.60	\$11,501.36	\$60,609.96
5/31/2025	\$49,108.60	\$11,501.36	\$60,609.96
6/30/2025	\$49,108.60	\$11,501.36	\$60,609.96
7/31/2025	\$49,108.60	\$13,328.72	\$62,437.32
8/31/2025	\$49,108.60	\$13,328.72	\$62,437.32
9/30/2025	\$49,108.60	\$13,328.72	\$62,437.32
10/31/2025	\$49,108.60	\$13,328.72	\$62,437.32
11/30/2025	\$49,108.60	\$13,328.72	\$62,437.32
12/31/2025	\$49,108.60	\$13,328.72	\$62,437.32
1/31/2026	\$49,108.60	\$13,328.72	\$62,437.32
2/28/2026	\$49,108.60	\$13,328.72	\$62,437.32

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
3/31/2026	\$49,108.60	\$13,328.72	\$62,437.32
4/30/2026	\$49,108.60	\$13,328.72	\$62,437.32
5/31/2026	\$49,108.60	\$13,328.72	\$62,437.32
6/30/2026	\$49,108.60	\$13,328.72	\$62,437.32
7/31/2026	\$49,108.60	\$16,544.67	\$65,653.27
8/31/2026	\$49,108.60	\$16,544.67	\$65,653.27
9/30/2026	\$49,108.60	\$16,544.67	\$65,653.27
10/31/2026	\$49,108.60	\$16,544.67	\$65,653.27
11/30/2026	\$49,108.60	\$16,544.67	\$65,653.27
12/31/2026	\$49,108.60	\$16,544.67	\$65,653.27
1/31/2027	\$49,108.60	\$16,544.67	\$65,653.27
2/28/2027	\$49,108.60	\$16,544.67	\$65,653.27
3/31/2027	\$49,108.60	\$16,544.67	\$65,653.27
4/30/2027	\$49,108.60	\$16,544.67	\$65,653.27
5/31/2027	\$49,108.60	\$16,544.67	\$65,653.27
6/30/2027	\$49,108.60	\$16,544.67	\$65,653.27
7/31/2027	\$49,108.60	\$75,218.62	\$124,327.22
8/31/2027	\$49,108.60	\$75,218.62	\$124,327.22
9/30/2027	\$49,108.60	\$75,218.62	\$124,327.22
10/31/2027	\$49,108.60	\$75,218.62	\$124,327.22
11/30/2027	\$49,108.60	\$75,218.62	\$124,327.22
12/31/2027	\$49,108.60	\$75,218.62	\$124,327.22
1/31/2028	\$49,108.60	\$75,218.62	\$124,327.22
2/29/2028	\$49,108.60	\$75,218.62	\$124,327.22
3/31/2028	\$49,108.60	\$75,218.62	\$124,327.22
4/30/2028	\$49,108.60	\$75,218.62	\$124,327.22
5/31/2028	\$49,108.60	\$75,218.62	\$124,327.22
6/30/2028	\$49,108.60	\$75,218.62	\$124,327.22
7/31/2028	\$49,108.60	\$18,223.63	\$67,332.23
8/31/2028	\$49,108.60	\$18,223.63	\$67,332.23
9/30/2028	\$49,108.60	\$18,223.63	\$67,332.23
10/31/2028	\$49,108.60	\$18,223.63	\$67,332.23
11/30/2028	\$49,108.60	\$18,223.63	\$67,332.23
12/31/2028	\$49,108.60	\$18,223.63	\$67,332.23
1/31/2029	\$49,108.60	\$18,223.63	\$67,332.23
2/28/2029	\$49,108.60	\$18,223.63	\$67,332.23
3/31/2029	\$49,108.60	\$18,223.63	\$67,332.23
4/30/2029	\$49,108.60	\$18,223.63	\$67,332.23
5/31/2029	\$49,108.60	\$18,223.63	\$67,332.23
6/30/2029	\$49,108.60	\$18,223.63	\$67,332.23
7/31/2029	\$49,108.60	\$26,286.82	\$75,395.42

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
8/31/2029	\$49,108.60	\$26,286.82	\$75,395.42
9/30/2029	\$49,108.60	\$26,286.82	\$75,395.42
10/31/2029	\$49,108.60	\$26,286.82	\$75,395.42
11/30/2029	\$49,108.60	\$26,286.82	\$75,395.42
12/31/2029	\$49,108.60	\$26,286.82	\$75,395.42
1/31/2030	\$49,108.60	\$26,286.82	\$75,395.42
2/28/2030	\$49,108.60	\$26,286.82	\$75,395.42
3/31/2030	\$49,108.60	\$26,286.82	\$75,395.42
4/30/2030	\$49,108.60	\$26,286.82	\$75,395.42
5/31/2030	\$49,108.60	\$26,286.82	\$75,395.42
6/30/2030	\$49,108.60	\$26,286.82	\$75,395.42
7/31/2030	\$49,108.60	\$27,731.53	\$76,840.13
8/31/2030	\$49,108.60	\$27,731.53	\$76,840.13
9/30/2030	\$49,108.60	\$27,731.53	\$76,840.13
10/31/2030	\$49,108.60	\$27,731.53	\$76,840.13
11/30/2030	\$49,108.60	\$27,731.53	\$76,840.13
12/31/2030	\$49,108.60	\$27,731.53	\$76,840.13
1/31/2031	\$49,108.60	\$27,731.53	\$76,840.13
2/28/2031	\$49,108.60	\$27,731.53	\$76,840.13
3/31/2031	\$49,108.60	\$27,731.53	\$76,840.13
4/30/2031	\$49,108.60	\$27,731.53	\$76,840.13
5/31/2031	\$49,108.60	\$27,731.53	\$76,840.13
6/30/2031	\$49,108.60	\$27,731.53	\$76,840.13
7/31/2031	\$49,108.60	\$23,304.50	\$72,413.10
8/31/2031	\$49,108.60	\$23,304.50	\$72,413.10
9/30/2031	\$49,108.60	\$23,304.50	\$72,413.10
10/31/2031	\$49,108.60	\$23,304.50	\$72,413.10
11/30/2031	\$49,108.60	\$23,304.50	\$72,413.10
12/31/2031	\$49,108.60	\$23,304.50	\$72,413.10
1/31/2032	\$49,108.60	\$23,304.50	\$72,413.10
2/29/2032	\$49,108.60	\$23,304.50	\$72,413.10
3/31/2032	\$49,108.60	\$23,304.50	\$72,413.10
4/30/2032	\$49,108.60	\$23,304.50	\$72,413.10
5/31/2032	\$49,108.60	\$23,304.50	\$72,413.10
6/30/2032	\$49,108.60	\$23,304.50	\$72,413.10
7/31/2032	\$49,108.60	\$27,620.32	\$76,728.92
8/31/2032	\$49,108.60	\$27,620.32	\$76,728.92
9/30/2032	\$49,108.60	\$27,620.32	\$76,728.92
10/31/2032	\$49,108.60	\$27,620.32	\$76,728.92
11/30/2032	\$49,108.60	\$27,620.32	\$76,728.92
12/31/2032	\$49,108.60	\$27,620.32	\$76,728.92

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
1/31/2033	\$49,108.60	\$27,620.32	\$76,728.92
2/28/2033	\$49,108.60	\$27,620.32	\$76,728.92
3/31/2033	\$49,108.60	\$27,620.32	\$76,728.92
4/30/2033	\$49,108.60	\$27,620.32	\$76,728.92
5/31/2033	\$49,108.60	\$27,620.32	\$76,728.92
6/30/2033	\$49,108.60	\$27,620.32	\$76,728.92
7/31/2033	\$49,108.60	\$31,410.04	\$80,518.64
8/31/2033	\$49,108.60	\$31,410.04	\$80,518.64
9/30/2033	\$49,108.60	\$31,410.04	\$80,518.64
10/31/2033	\$49,108.60	\$31,410.04	\$80,518.64
11/30/2033	\$49,108.60	\$31,410.04	\$80,518.64
12/31/2033	\$49,108.60	\$31,410.04	\$80,518.64
1/31/2034	\$49,108.60	\$31,410.04	\$80,518.64
2/28/2034	\$49,108.60	\$31,410.04	\$80,518.64
3/31/2034	\$49,108.60	\$31,410.04	\$80,518.64
4/30/2034	\$49,108.60	\$31,410.04	\$80,518.64
5/31/2034	\$49,108.60	\$31,410.04	\$80,518.64
6/30/2034	\$49,108.60	\$31,410.04	\$80,518.64
7/31/2034	\$49,108.60	\$24,442.70	\$73,551.30
8/31/2034	\$49,108.60	\$24,442.70	\$73,551.30
9/30/2034	\$49,108.60	\$24,442.70	\$73,551.30
10/31/2034	\$49,108.60	\$24,442.70	\$73,551.30
11/30/2034	\$49,108.60	\$24,442.70	\$73,551.30
12/31/2034	\$49,108.60	\$24,442.70	\$73,551.30
1/31/2035	\$49,108.60	\$24,442.70	\$73,551.30
2/28/2035	\$49,108.60	\$24,442.70	\$73,551.30
3/31/2035	\$49,108.60	\$24,442.70	\$73,551.30
4/30/2035	\$49,108.60	\$24,442.70	\$73,551.30
5/31/2035	\$49,108.60	\$24,442.70	\$73,551.30
6/30/2035	\$49,108.60	\$24,442.70	\$73,551.30
7/31/2035	\$49,108.60	\$24,644.38	\$73,752.98
8/31/2035	\$49,108.60	\$24,644.38	\$73,752.98
9/30/2035	\$49,108.60	\$24,644.38	\$73,752.98
10/31/2035	\$49,108.60	\$24,644.38	\$73,752.98
11/30/2035	\$49,108.60	\$24,644.38	\$73,752.98
12/31/2035	\$49,108.60	\$24,644.38	\$73,752.98
1/31/2036	\$49,108.60	\$24,644.38	\$73,752.98
2/29/2036	\$49,108.60	\$24,644.38	\$73,752.98
3/31/2036	\$49,108.60	\$24,644.38	\$73,752.98
4/30/2036	\$49,108.60	\$24,644.38	\$73,752.98
5/31/2036	\$49,108.60	\$24,644.38	\$73,752.98

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
6/30/2036	\$49,108.60	\$24,644.38	\$73,752.98
7/31/2036	\$49,108.60	\$2,897.03	\$52,005.63
8/31/2036	\$49,108.60	\$2,897.03	\$52,005.63
9/30/2036	\$49,108.60	\$2,897.03	\$52,005.63
10/31/2036	\$49,108.60	\$2,897.03	\$52,005.63
11/30/2036	\$49,108.60	\$2,897.03	\$52,005.63
12/31/2036	\$49,108.60	\$2,897.03	\$52,005.63
1/31/2037	\$49,108.60	\$2,897.03	\$52,005.63
2/28/2037	\$49,108.60	\$2,897.03	\$52,005.63
3/31/2037	\$49,108.60	\$2,897.03	\$52,005.63
4/30/2037	\$49,108.60	\$2,897.03	\$52,005.63
5/31/2037	\$49,108.60	\$2,897.03	\$52,005.63
6/30/2037	\$49,108.60	\$2,897.03	\$52,005.63
7/31/2037	\$49,108.60	\$18,218.83	\$67,327.43
8/31/2037	\$49,108.60	\$18,218.83	\$67,327.43
9/30/2037	\$49,108.60	\$18,218.83	\$67,327.43
10/31/2037	\$49,108.60	\$18,218.83	\$67,327.43
11/30/2037	\$49,108.60	\$18,218.83	\$67,327.43
12/31/2037	\$49,108.60	\$18,218.83	\$67,327.43
1/31/2038	\$49,108.60	\$18,218.83	\$67,327.43
2/28/2038	\$49,108.60	\$18,218.83	\$67,327.43
3/31/2038	\$49,108.60	\$18,218.83	\$67,327.43
4/30/2038	\$49,108.60	\$18,218.83	\$67,327.43
5/31/2038	\$49,108.60	\$18,218.83	\$67,327.43
6/30/2038	\$49,108.60	\$18,218.83	\$67,327.43
7/31/2038	\$49,108.60	\$79,335.64	\$128,444.24
8/31/2038	\$49,108.60	\$79,335.64	\$128,444.24
9/30/2038	\$49,108.60	\$79,335.64	\$128,444.24
10/31/2038	\$49,108.60	\$79,335.64	\$128,444.24
11/30/2038	\$49,108.60	\$79,335.64	\$128,444.24
12/31/2038	\$49,108.60	\$79,335.64	\$128,444.24
1/31/2039	\$49,108.60	\$79,335.64	\$128,444.24
2/28/2039	\$49,108.60	\$79,335.64	\$128,444.24
3/31/2039	\$49,108.60	\$79,335.64	\$128,444.24
4/30/2039	\$49,108.60	\$79,335.64	\$128,444.24
5/31/2039	\$49,108.60	\$79,335.64	\$128,444.24
6/30/2039	\$49,108.60	\$79,335.64	\$128,444.24
7/31/2039	\$49,108.60	\$39,660.97	\$88,769.57
8/31/2039	\$49,108.60	\$39,660.97	\$88,769.57
9/30/2039	\$49,108.60	\$39,660.97	\$88,769.57
10/31/2039	\$49,108.60	\$39,660.97	\$88,769.57

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
11/30/2039	\$49,108.60	\$39,660.97	\$88,769.57
12/31/2039	\$49,108.60	\$39,660.97	\$88,769.57
1/31/2040	\$49,108.60	\$39,660.97	\$88,769.57
2/29/2040	\$49,108.60	\$39,660.97	\$88,769.57
3/31/2040	\$49,108.60	\$39,660.97	\$88,769.57
4/30/2040	\$49,108.60	\$39,660.97	\$88,769.57
5/31/2040	\$49,108.60	\$39,660.97	\$88,769.57
6/30/2040	\$49,108.60	\$39,660.97	\$88,769.57
7/31/2040	\$49,108.60	\$58,248.77	\$107,357.37
8/31/2040	\$49,108.60	\$58,248.77	\$107,357.37
9/30/2040	\$49,108.60	\$58,248.77	\$107,357.37
10/31/2040	\$49,108.60	\$58,248.77	\$107,357.37
11/30/2040	\$49,108.60	\$58,248.77	\$107,357.37
12/31/2040	\$49,108.60	\$58,248.77	\$107,357.37
1/31/2041	\$49,108.60	\$58,248.77	\$107,357.37
2/28/2041	\$49,108.60	\$58,248.77	\$107,357.37
3/31/2041	\$49,108.60	\$58,248.77	\$107,357.37
4/30/2041	\$49,108.60	\$58,248.77	\$107,357.37
5/31/2041	\$49,108.60	\$58,248.77	\$107,357.37
6/30/2041	\$49,108.60	\$58,248.77	\$107,357.37
7/31/2041	\$49,108.60	\$66,214.75	\$115,323.35
8/31/2041	\$49,108.60	\$66,214.75	\$115,323.35
9/30/2041	\$49,108.60	\$66,214.75	\$115,323.35
10/31/2041	\$49,108.60	\$66,214.75	\$115,323.35
11/30/2041	\$49,108.60	\$66,214.75	\$115,323.35
12/31/2041	\$49,108.60	\$66,214.75	\$115,323.35
1/31/2042	\$49,108.60	\$66,214.75	\$115,323.35
2/28/2042	\$49,108.60	\$66,214.75	\$115,323.35
3/31/2042	\$49,108.60	\$66,214.75	\$115,323.35
4/30/2042	\$49,108.60	\$66,214.75	\$115,323.35
5/31/2042	\$49,108.60	\$66,214.75	\$115,323.35
6/30/2042	\$49,108.60	\$66,214.75	\$115,323.35
7/31/2042	\$49,108.60	\$73,534.67	\$122,643.27
8/31/2042	\$49,108.60	\$73,534.67	\$122,643.27
9/30/2042	\$49,108.60	\$73,534.67	\$122,643.27
10/31/2042	\$49,108.60	\$73,534.67	\$122,643.27
11/30/2042	\$49,108.60	\$73,534.67	\$122,643.27
12/31/2042	\$49,108.60	\$73,534.67	\$122,643.27
1/31/2043	\$49,108.60	\$73,534.67	\$122,643.27
2/28/2043	\$49,108.60	\$73,534.67	\$122,643.27
3/31/2043	\$49,108.60	\$73,534.67	\$122,643.27

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
4/30/2043	\$49,108.60	\$73,534.67	\$122,643.27
5/31/2043	\$49,108.60	\$73,534.67	\$122,643.27
6/30/2043	\$49,108.60	\$73,534.67	\$122,643.27
7/31/2043	\$49,108.60	\$60,355.28	\$109,463.88
8/31/2043	\$49,108.60	\$60,355.28	\$109,463.88
9/30/2043	\$49,108.60	\$60,355.28	\$109,463.88
10/31/2043	\$49,108.60	\$60,355.28	\$109,463.88
11/30/2043	\$49,108.60	\$60,355.28	\$109,463.88
12/31/2043	\$49,108.60	\$60,355.28	\$109,463.88
1/31/2044	\$49,108.60	\$60,355.28	\$109,463.88
2/29/2044	\$49,108.60	\$60,355.28	\$109,463.88
3/31/2044	\$49,108.60	\$60,355.28	\$109,463.88
4/30/2044	\$49,108.60	\$60,355.28	\$109,463.88
5/31/2044	\$49,108.60	\$60,355.28	\$109,463.88
6/30/2044	\$49,108.60	\$60,355.28	\$109,463.88
7/31/2044	\$49,108.60	\$848.28	\$49,956.88
8/31/2044	\$49,108.60	\$848.28	\$49,956.88
9/30/2044	\$49,108.60	\$848.28	\$49,956.88
10/31/2044	\$49,108.60	\$848.28	\$49,956.88
11/30/2044	\$49,108.60	\$848.28	\$49,956.88
12/31/2044	\$49,108.60	\$848.28	\$49,956.88
1/31/2045	\$49,108.60	\$848.28	\$49,956.88
2/28/2045	\$49,108.60	\$848.28	\$49,956.88
3/31/2045	\$49,108.60	\$848.28	\$49,956.88
4/30/2045	\$49,108.60	\$848.28	\$49,956.88
5/31/2045	\$49,108.60	\$848.28	\$49,956.88
6/30/2045	\$49,108.60	\$848.28	\$49,956.88
7/31/2045	\$49,108.60	\$37,581.91	\$86,690.51
8/31/2045	\$49,108.60	\$37,581.91	\$86,690.51
9/30/2045	\$49,108.60	\$37,581.91	\$86,690.51
10/31/2045	\$49,108.60	\$37,581.91	\$86,690.51
11/30/2045	\$49,108.60	\$37,581.91	\$86,690.51
12/31/2045	\$49,108.60	\$37,581.91	\$86,690.51
1/31/2046	\$49,108.60	\$37,581.91	\$86,690.51
2/28/2046	\$49,108.60	\$37,581.91	\$86,690.51
3/31/2046	\$49,108.60	\$37,581.91	\$86,690.51
4/30/2046	\$49,108.60	\$37,581.91	\$86,690.51
5/31/2046	\$49,108.60	\$37,581.91	\$86,690.51
6/30/2046	\$49,108.60	\$37,581.91	\$86,690.51
7/31/2046	\$49,108.60	\$20,916.38	\$70,024.98
8/31/2046	\$49,108.60	\$20,916.38	\$70,024.98



<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
9/30/2046	\$49,108.60	\$20,916.38	\$70,024.98
10/31/2046	\$49,108.60	\$20,916.38	\$70,024.98
11/30/2046	\$49,108.60	\$20,916.38	\$70,024.98
12/31/2046	\$49,108.60	\$20,916.38	\$70,024.98
1/31/2047	\$49,108.60	\$20,916.38	\$70,024.98
2/28/2047	\$49,108.60	\$20,916.38	\$70,024.98
3/31/2047	\$49,108.60	\$20,916.38	\$70,024.98
4/30/2047	\$49,108.60	\$20,916.38	\$70,024.98
5/31/2047	\$49,108.60	\$20,916.38	\$70,024.98
6/30/2047	\$49,108.60	\$20,916.38	\$70,024.98
7/31/2047	\$49,108.60	\$470.12	\$49,578.72
8/31/2047	\$49,108.60	\$470.12	\$49,578.72
9/30/2047	\$49,108.60	\$470.12	\$49,578.72
10/31/2047	\$49,108.60	\$470.12	\$49,578.72
11/30/2047	\$49,108.60	\$470.12	\$49,578.72
12/31/2047	\$49,108.60	\$470.12	\$49,578.72
1/31/2048	\$49,108.60	\$470.12	\$49,578.72
2/29/2048	\$49,108.60	\$470.12	\$49,578.72
3/31/2048	\$49,108.60	\$470.12	\$49,578.72
4/30/2048	\$49,108.60	\$470.12	\$49,578.72
5/31/2048	\$49,108.60	\$470.12	\$49,578.72
6/30/2048	\$49,108.60	\$470.12	\$49,578.72
7/31/2048	\$49,108.60	\$77,938.09	\$127,046.69
8/31/2048	\$49,108.60	\$77,938.09	\$127,046.69
9/30/2048	\$49,108.60	\$77,938.09	\$127,046.69
10/31/2048	\$49,108.60	\$77,938.09	\$127,046.69
11/30/2048	\$49,108.60	\$77,938.09	\$127,046.69
12/31/2048	\$49,108.60	\$77,938.09	\$127,046.69
1/31/2049	\$49,108.60	\$77,938.09	\$127,046.69
2/28/2049	\$49,108.60	\$77,938.09	\$127,046.69
3/31/2049	\$49,108.60	\$77,938.09	\$127,046.69
4/30/2049	\$49,108.60	\$77,938.09	\$127,046.69
5/31/2049	\$49,108.60	\$77,938.09	\$127,046.69
6/30/2049	\$49,108.60	\$77,938.09	\$127,046.69
7/31/2049	\$49,108.60	\$21,124.24	\$70,232.84
8/31/2049	\$49,108.60	\$21,124.24	\$70,232.84
9/30/2049	\$49,108.60	\$21,124.24	\$70,232.84
10/31/2049	\$49,108.60	\$21,124.24	\$70,232.84
11/30/2049	\$49,108.60	\$21,124.24	\$70,232.84
12/31/2049	\$49,108.60	\$21,124.24	\$70,232.84
1/31/2050	\$49,108.60	\$21,124.24	\$70,232.84

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
2/28/2050	\$49,108.60	\$21,124.24	\$70,232.84
3/31/2050	\$49,108.60	\$21,124.24	\$70,232.84
4/30/2050	\$49,108.60	\$21,124.24	\$70,232.84
5/31/2050	\$49,108.60	\$21,124.24	\$70,232.84
6/30/2050	\$49,108.60	\$21,124.24	\$70,232.84
7/31/2050	\$49,108.60	\$36,729.78	\$85,838.38
8/31/2050	\$49,108.60	\$36,729.78	\$85,838.38
9/30/2050	\$49,108.60	\$36,729.78	\$85,838.38
10/31/2050	\$49,108.60	\$36,729.78	\$85,838.38
11/30/2050	\$49,108.60	\$36,729.78	\$85,838.38
12/31/2050	\$49,108.60	\$36,729.78	\$85,838.38
1/31/2051	\$49,108.60	\$36,729.78	\$85,838.38
2/28/2051	\$49,108.60	\$36,729.78	\$85,838.38
3/31/2051	\$49,108.60	\$36,729.78	\$85,838.38
4/30/2051	\$49,108.60	\$36,729.78	\$85,838.38
5/31/2051	\$49,108.60	\$36,729.78	\$85,838.38
6/30/2051	\$49,108.60	\$36,729.78	\$85,838.38
7/31/2051	\$49,108.60	\$32,175.50	\$81,284.10
8/31/2051	\$49,108.60	\$32,175.50	\$81,284.10
9/30/2051	\$49,108.60	\$32,175.50	\$81,284.10
10/31/2051	\$49,108.60	\$32,175.50	\$81,284.10
11/30/2051	\$49,108.60	\$32,175.50	\$81,284.10
12/31/2051	\$49,108.60	\$32,175.50	\$81,284.10
1/31/2052	\$49,108.60	\$32,175.50	\$81,284.10
2/29/2052	\$49,108.60	\$32,175.50	\$81,284.10
3/31/2052	\$49,108.60	\$32,175.50	\$81,284.10
4/30/2052	\$49,108.60	\$32,175.50	\$81,284.10
5/31/2052	\$49,108.60	\$32,175.50	\$81,284.10
6/30/2052	\$49,108.60	\$32,175.50	\$81,284.10
7/31/2052	\$49,108.60	\$37,261.58	\$86,370.18
8/31/2052	\$49,108.60	\$37,261.58	\$86,370.18
9/30/2052	\$49,108.60	\$37,261.58	\$86,370.18
10/31/2052	\$49,108.60	\$37,261.58	\$86,370.18
11/30/2052	\$49,108.60	\$37,261.58	\$86,370.18
12/31/2052	\$49,108.60	\$37,261.58	\$86,370.18
1/31/2053	\$49,108.60	\$37,261.58	\$86,370.18
2/28/2053	\$49,108.60	\$37,261.58	\$86,370.18
3/31/2053	\$49,108.60	\$37,261.58	\$86,370.18
4/30/2053	\$49,108.60	\$37,261.58	\$86,370.18
5/31/2053	\$49,108.60	\$37,261.58	\$86,370.18
6/30/2053	\$49,108.60	\$37,261.58	\$86,370.18

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
7/31/2053	\$49,108.60	\$2,480.33	\$51,588.93
8/31/2053	\$49,108.60	\$2,480.33	\$51,588.93
9/30/2053	\$49,108.60	\$2,480.33	\$51,588.93
10/31/2053	\$49,108.60	\$2,480.33	\$51,588.93
11/30/2053	\$49,108.60	\$2,480.33	\$51,588.93
12/31/2053	\$49,108.60	\$2,480.33	\$51,588.93
1/31/2054	\$49,108.60	\$2,480.33	\$51,588.93
2/28/2054	\$49,108.60	\$2,480.33	\$51,588.93
3/31/2054	\$49,108.60	\$2,480.33	\$51,588.93
4/30/2054	\$49,108.60	\$2,480.33	\$51,588.93
5/31/2054	\$49,108.60	\$2,480.33	\$51,588.93
6/30/2054	\$49,108.60	\$2,480.33	\$51,588.93
7/31/2054	\$49,108.60	\$37,770.28	\$86,878.88
8/31/2054	\$49,108.60	\$37,770.28	\$86,878.88
9/30/2054	\$49,108.60	\$37,770.28	\$86,878.88
10/31/2054	\$49,108.60	\$37,770.28	\$86,878.88
11/30/2054	\$49,108.60	\$37,770.28	\$86,878.88
12/31/2054	\$49,108.60	\$37,770.28	\$86,878.88
1/31/2055	\$49,108.60	\$37,770.28	\$86,878.88
2/28/2055	\$49,108.60	\$37,770.28	\$86,878.88
3/31/2055	\$49,108.60	\$37,770.28	\$86,878.88
4/30/2055	\$49,108.60	\$37,770.28	\$86,878.88
5/31/2055	\$49,108.60	\$37,770.28	\$86,878.88
6/30/2055	\$49,108.60	\$37,770.28	\$86,878.88
7/31/2055	\$49,108.60	\$14,784.64	\$63,893.24
8/31/2055	\$49,108.60	\$14,784.64	\$63,893.24
9/30/2055	\$49,108.60	\$14,784.64	\$63,893.24
10/31/2055	\$49,108.60	\$14,784.64	\$63,893.24
11/30/2055	\$49,108.60	\$14,784.64	\$63,893.24
12/31/2055	\$49,108.60	\$14,784.64	\$63,893.24
1/31/2056	\$49,108.60	\$14,784.64	\$63,893.24
2/29/2056	\$49,108.60	\$14,784.64	\$63,893.24
3/31/2056	\$49,108.60	\$14,784.64	\$63,893.24
4/30/2056	\$49,108.60	\$14,784.64	\$63,893.24
5/31/2056	\$49,108.60	\$14,784.64	\$63,893.24
6/30/2056	\$49,108.60	\$14,784.64	\$63,893.24
7/31/2056	\$49,108.60	\$19,446.33	\$68,554.93
8/31/2056	\$49,108.60	\$19,446.33	\$68,554.93
9/30/2056	\$49,108.60	\$19,446.33	\$68,554.93
10/31/2056	\$49,108.60	\$19,446.33	\$68,554.93
11/30/2056	\$49,108.60	\$19,446.33	\$68,554.93

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
12/31/2056	\$49,108.60	\$19,446.33	\$68,554.93
1/31/2057	\$49,108.60	\$19,446.33	\$68,554.93
2/28/2057	\$49,108.60	\$19,446.33	\$68,554.93
3/31/2057	\$49,108.60	\$19,446.33	\$68,554.93
4/30/2057	\$49,108.60	\$19,446.33	\$68,554.93
5/31/2057	\$49,108.60	\$19,446.33	\$68,554.93
6/30/2057	\$49,108.60	\$19,446.33	\$68,554.93
7/31/2057	\$49,108.60	\$22,890.01	\$71,998.61
8/31/2057	\$49,108.60	\$22,890.01	\$71,998.61
9/30/2057	\$49,108.60	\$22,890.01	\$71,998.61
10/31/2057	\$49,108.60	\$22,890.01	\$71,998.61
11/30/2057	\$49,108.60	\$22,890.01	\$71,998.61
12/31/2057	\$49,108.60	\$22,890.01	\$71,998.61
1/31/2058	\$49,108.60	\$22,890.01	\$71,998.61
2/28/2058	\$49,108.60	\$22,890.01	\$71,998.61
3/31/2058	\$49,108.60	\$22,890.01	\$71,998.61
4/30/2058	\$49,108.60	\$22,890.01	\$71,998.61
5/31/2058	\$49,108.60	\$22,890.01	\$71,998.61
6/30/2058	\$49,108.60	\$22,890.01	\$71,998.61
7/31/2058	\$49,108.60	\$72,003.93	\$121,112.53
8/31/2058	\$49,108.60	\$72,003.93	\$121,112.53
9/30/2058	\$49,108.60	\$72,003.93	\$121,112.53
10/31/2058	\$49,108.60	\$72,003.93	\$121,112.53
11/30/2058	\$49,108.60	\$72,003.93	\$121,112.53
12/31/2058	\$49,108.60	\$72,003.93	\$121,112.53
1/31/2059	\$49,108.60	\$72,003.93	\$121,112.53
2/28/2059	\$49,108.60	\$72,003.93	\$121,112.53
3/31/2059	\$49,108.60	\$72,003.93	\$121,112.53
4/30/2059	\$49,108.60	\$72,003.93	\$121,112.53
5/31/2059	\$49,108.60	\$72,003.93	\$121,112.53
6/30/2059	\$49,108.60	\$72,003.93	\$121,112.53
7/31/2059	\$49,108.60	\$12,786.31	\$61,894.91
8/31/2059	\$49,108.60	\$12,786.31	\$61,894.91
9/30/2059	\$49,108.60	\$12,786.31	\$61,894.91
10/31/2059	\$49,108.60	\$12,786.31	\$61,894.91
11/30/2059	\$49,108.60	\$12,786.31	\$61,894.91
12/31/2059	\$40,033.60	\$12,786.31	\$52,819.91
1/31/2060	\$40,033.60	\$12,786.31	\$52,819.91
2/29/2060	\$40,033.60	\$12,786.31	\$52,819.91
3/31/2060	\$40,033.60	\$12,786.31	\$52,819.91
4/30/2060	\$40,033.60	\$12,786.31	\$52,819.91

<b>Port Allocable FM Month</b>	<b>Port Allocable FM Costs</b>	<b>Port Allocable Lifecycle Costs</b>	<b>Port Allocable FM Fee</b>
5/31/2060	\$40,033.60	\$12,786.31	\$52,819.91
6/30/2060	\$40,033.60	\$12,786.31	\$52,819.91
7/31/2060	\$40,033.60	\$15,914.40	\$55,948.00
8/31/2060	\$40,033.60	\$15,914.40	\$55,948.00
9/30/2060	\$40,033.60	\$15,914.40	\$55,948.00
10/31/2060	\$40,033.60	\$15,914.40	\$55,948.00
11/30/2060	\$40,033.60	\$15,914.40	\$55,948.00