

TRANSACTION FORM F-1
FORM OF PACIFIC SITE CONVEYANCE AGREEMENT

CONVEYANCE AGREEMENT

BETWEEN

CITY OF LONG BEACH

AND

PLENARY EDGEMOOR CIVIC PARTNERS, LLC

(PACIFIC SITE)

CONVEYANCE AGREEMENT

THIS CONVEYANCE AGREEMENT (“Agreement”) is entered into on _____, 201_, between the CITY OF LONG BEACH (“City”), a California municipal corporation, and PLENARY EDGEMOOR CIVIC PARTNERS, LLC, a Delaware limited liability company (“Developer”). City and Developer may be referred to individually as a “Party” or collectively as the “Parties.” The Parties agree as follows:

1. SUBJECT OF AGREEMENT

1.1. Project Agreement

The Parties have executed, or intend to execute shortly after execution of this Agreement, that certain Project Agreement for the Design, Construction, Financing, Operation, and Maintenance of the New Long Beach City Hall, New Main Library, Port of Long Beach Headquarters Building and Revitalized Lincoln Park (the “Project Agreement”). Capitalized terms not defined herein shall have the meanings set forth in the Project Agreement.

Pursuant to the Project Agreement, Developer will provide certain services to City, including, among other things, the design, construction, and operation of new public improvements on land owned by City. In addition, Developer will have the right to undertake certain private development on two Private Development Sites referred to as the “Pacific Site” and the “Mid-Block Site,” as described in the Project Agreement.

The purpose of this Agreement is to define the timing and conditions of conveyance of the Pacific Site (defined as the “Site,” below) and the scope of development thereon.

1.2. The Site

The Pacific Site, referred to herein as the “Site,” is a portion of the land owned by City that is the subject of the Project Agreement shown as the shaded area on the “Site Map” which is incorporated and attached to this Agreement as Attachment No. 1, and commonly known as the SW corner of Third Street & Pacific Avenue, Long Beach, California with an Assessor’s Parcel Number of 7280-022-914. A legal description of the Site is incorporated and attached to this Agreement as Attachment No. 2.

1.3. Parties to the Agreement

1.3.1. City

City is a California municipal corporation. The principal office of City is located at City Hall, 333 West Ocean Boulevard, Long Beach, California 90802.

1.3.2. Developer

Developer is a Delaware limited liability company. The address of Developer, for purposes of this Agreement, is: 10100 Santa Monica Boulevard, Suite 410, Los Angeles, California 90067.

2. DISPOSITION OF THE SITE

2.1. Conveyance of the Site

In accordance with and subject to all the terms, covenants and conditions of this Agreement, City agrees to convey the Site to Developer, its Affiliates, or a transferee approved pursuant to Section 3.8.

2.2. Conditions Precedent for the Benefit of City to Conveyance of the Site

City shall not be obligated to convey the Site until City has determined that the following conditions have been satisfied:

- a. Governmental Approval of the Site Master Plan has been received.
- b. A title company acceptable to Developer has irrevocably committed to issue a CLTA title policy insuring that fee title to the Site will be vested in Developer subject only to known and recorded encumbrances and other agreed upon exceptions to title as provided in Section 2.7.
- c. Developer has approved in its sole and absolute discretion, the environmental, geological and soils condition of the Site, including any mitigation measures and monitoring requirements that may be required for the Site pursuant to the certified Downtown Plan Program EIR (State Clearinghouse (SCH) # 2009071006), including the 2015 Supplemental EIR dated August 4, 2015 (SCH # 2015041054) (“2015 Supplemental EIR”), or otherwise.
- d. Developer shall not be in default under the Exclusive Negotiation Agreement dated January 5, 2015, as amended (the “ENA”), the Project Agreement or this Agreement.
- e. Developer shall have executed and delivered the Affordable Housing Regulatory Agreement attached as Attachment No. 4 (the “Regulatory Agreement”) to Escrow Agent in recordable form.
- f. The Project Agreement has been executed by the Parties.

Within five (5) business days after receipt from Developer of a written statement that all of the above conditions precedent to conveyance have been satisfied, City shall either notify Developer that it will proceed with conveyance of the Site, or deliver a written statement setting forth those conditions precedent which City submits have not been satisfied. The failure by City to respond

to Developer's statement that the conditions precedent have been satisfied shall not be deemed to constitute a waiver by City of the conditions precedent set forth above.

2.3. Conditions Precedent for the Benefit of Developer to Conveyance of the Site

Developer shall not be obligated to accept conveyance of the Site until Developer has determined that the following conditions have been satisfied:

a. Developer has approved in its sole and absolute discretion, the environmental, geological and soils condition of the Site, including any mitigation measures and monitoring requirements that may be required for the Site pursuant to the certified Downtown Plan Program EIR, including the 2015 Supplemental EIR, or otherwise.

b. Developer has confirmed City's General Plan and City's Zoning Ordinance, as they affect the Site, remain unchanged from the date this Agreement is executed by Developer.

c. A title company acceptable to Developer has irrevocably committed to issue a CLTA title policy insuring that fee title to the Site will be vested in Developer subject only to known and recorded encumbrances and other agreed upon exceptions to title as provided in Section 2.7.

d. City shall have executed and delivered the Grant Deed and the Regulatory Agreement to Escrow Agent each in recordable form.

e. City shall not be in default under the ENA, the Project Agreement or this Agreement.

f. City shall provide written confirmation (in form and substance reasonably satisfactory to Developer) that the Cost Sharing, Reimbursement, and Easement Agreement dated October 13, 2015 between City and PPF Aml 245 West Broadway, LLC (owner of the land, APN 7280-022-007, located south of the Pacific Site) (the "Storm Water Pipe Relocation Agreement"), providing for the relocation of the existing Los Angeles County Storm Water Pipe (the "Storm Water Pipe") currently located within the Pacific Site, is in effect and binding on City and PPF Aml 245 West Broadway, LLC and all obligations required there under are diligently being pursued and all work is on schedule and in accordance with the requirements contained therein. The fully executed Storm Water Pipe Relocation Agreement is attached as Attachment 5. The Storm Water Pipe Relocation Agreement establishes a schedule of performance and sets forth responsibility for the payment of costs related to the relocation of the Storm Water Pipe and includes forms of easements and releases for any encumbrances related to the relocation of the Storm Water Pipe. In the event the Storm Water Pipe Relocation Agreement is still in effect at the time of conveyance, City shall assign its rights, but not the obligation to make any payments required thereunder, to Developer as it relates to the work performed on the Pacific Site. Additionally, City shall provide to Developer an indemnity from PPF Aml 245 West Broadway, LLC in a form reasonably acceptable to Developer for claims

arising from acts or omissions of PPF Amli 245 West Broadway, LLC as a result of the easement on the Pacific Site granted by City to PPF Amli 245 West Broadway, LLC.

g. City, or other appropriate regulatory agency, has certified the 2015 Supplemental EIR that contemplates development of the Site with a maximum of 200 residential units located in up to 235,000 gross square feet, and all applicable statutes of limitations have passed without the filing of an administrative appeal or judicial challenge, or, if an administrative appeal or judicial challenge has been filed, such administrative appeal or judicial challenge has been finally resolved in a manner acceptable to Developer in its reasonable discretion. The Parties acknowledge that the applicable statute of limitations period to challenge the 2015 Supplemental EIR is either a period of thirty (30) days after the filing and posting of a notice of determination by City with the County Clerk for the County of Los Angeles or, if no such notice of determination has been filed, a period of one hundred eighty (180) days after certification of the 2015 Supplemental EIR and related approvals by the City.

h. City shall have affirmatively terminated any and all leases or similar agreements related to or affecting the Site, including without limitation, the lease between City and the _____ Church dated _____ that permitted the Church to use __ parking spaces on the Site at times stated in such lease, such that City shall be able to deliver the Site free of any such parking encumbrances.

Developer shall not deliver to City a request to proceed until all of the above conditions precedent have been satisfied or waived by Developer.

2.4. Escrow

Within two (2) business days after this Agreement is executed by both Parties, City shall open an escrow (“Escrow”) with _____, Attention: _____, Escrow Officer (“Escrow Agent”), by delivering an executed copy of this Agreement to Escrow Agent (“Opening of Escrow”). This Agreement constitutes the joint escrow instructions of City and Developer. City and Developer will provide additional escrow instructions as will be necessary and consistent with this Agreement and financing requirements. The City Manager is authorized to provide additional escrow instructions on City’s behalf. Escrow Agent is empowered to act under this Agreement.

2.4.1. Escrow Fees

Developer will pay in escrow to Escrow Agent the following fees, charges and costs promptly after Escrow Agent has notified Developer of the amount of the fees, charges, and costs:

- a. The escrow fee;
- b. The premium for the title insurance policy as stated in Section 2.8;
- c. Recording fees as appropriate;

- d. Notary fees; and
- e. Any State, County or City documentary stamps or transfer tax.

2.4.2. Omitted.

2.4.3. Documents to be Delivered to Escrow.

a. City. No later than 1:00 p.m. (PST) on the date two (2) business days prior to the Closing Date, City shall duly execute and acknowledge as appropriate and deliver to Escrow Agent the following:

(1) A grant deed (“Grant Deed”) conveying the Site to Developer in the form attached to this Agreement as Attachment No. 3;

(2) A Non-foreign Entity Affidavit (“Affidavit”);

(3) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by City under this Agreement and to issue the Title Policy; and

(4) The Regulatory Agreement, generally in the form attached as Attachment No. 4;

The obligations of City to deliver documents and instruments into Escrow in accordance with this Section 2.4.3.(a) are separate, independent covenants of City and shall not be conditioned upon Developer’s deliveries in accordance with Section 2.4.3.(b).

(b) Developer. No later than 1:00 p.m. (PST) on the date two (2) business days prior to the Closing Date, Developer shall duly execute and acknowledge as appropriate and deliver to Escrow Agent the following:

(1) A Change of Ownership Statement, as required by Title Insurer or Escrow Agent; and

(2) The Regulatory Agreement, generally in the form attached as Attachment No. 4; and

(3) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Developer under this Agreement and to issue the Title Policy.

The obligations of Developer to deliver funds, documents and instruments into Escrow under this Section 2.4.3.(b) shall be separate, independent covenants of Developer and shall not be conditioned upon City’s deliveries in accordance with Section 2.4.3.(a).

2.4.4. Escrow Agent Responsibilities.

Escrow Agent is authorized to:

a. Pay and charge Developer for any fees, charges and costs payable under this Section 2.4. Before payments are made, Escrow Agent will notify Developer of the fees, charges and costs necessary to clear title and close the Escrow; and

b. Record the Grant Deed and the Regulatory Agreement in the Official Records of Los Angeles County (“Official Records”). The date the Grant Deed and the Regulatory Agreement are recorded in the Official Records is referred to as the “Close of Escrow.”

All funds received in this escrow will be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. The funds may be transferred to any other general escrow account or accounts. All disbursements will be made on the basis of a thirty (30) day month.

If this Escrow is not in condition to close on or before _____, 2016 (or such earlier date as the parties may agree, the “Closing Date”), either Party who then will have fully performed the acts to be performed before the conveyance of title may, in writing, demand the return of its money, papers, or documents from Escrow Agent. No demand for return will be recognized until ten (10) days after Escrow Agent will have mailed copies of the demand to the other Party or Parties at the address of its principal place of business. Objections, if any, will be raised by written notice to Escrow Agent and to the other Party within the ten (10)-day period, in which event Escrow Agent is authorized to hold all money, papers and documents until instructed by a mutual agreement of the Parties or by a court of competent jurisdiction. If no demands are made, the escrow will be closed as soon as possible.

Escrow Agent will not be obligated to return any money, papers or documents except on the written instructions of both City and Developer, or until the Party entitled to any money, papers or documents has been determined by a final decision of a court of competent jurisdiction.

Any amendment to these escrow instructions will be in writing and signed by both City and Developer. At the time of any amendment Escrow Agent will agree to carry out its duties as escrow agent under the amendment.

All communications from Escrow Agent to City or Developer will be directed to the addresses and in the manner established in Section 6.1 for notices, demands, and communications.

The liability of Escrow Agent under this Agreement is limited to performance of the obligations imposed on it under this Section 2.4.

2.4.5. Transfer of Funds to Project Trust.

Any funds received and held by the Escrow Agent in the escrow account in accordance with this Agreement will be promptly transferred, after payment of approved fees and costs, in accordance with Section 12.1(D)(1) of the Project Agreement which is reprinted and attached as Attachment 6.

2.5. Conveyance of Title and Delivery of Possession

Possession of the Site will be delivered to Developer concurrently with conveyance of title in conformity with the provisions of Section 2.7. Developer will accept title and possession on conveyance by City.

2.6. Form of Grant Deed

City will convey to Developer title to the Site in the condition provided in Section 2.7 by grant deed in form as attached hereto as Attachment No. 3.

2.7. Condition of Title

Prior to the execution of this Agreement, City delivered to Developer a preliminary title report for the Site from Chicago Title Company (the "Title Company") dated [December 3, 2013], Order Number [000101748-994-X59] ("PTR") together with underlying documents. Developer hereby agrees that those exceptions to title shown as numbers 1 through 18 to Schedule B of the PTR are permitted exceptions to title, together with all exceptions created by the Grant Deed and the Regulatory Agreement (the "Permitted Exceptions"). Possessory rights and all monetary liens, other than taxes not yet due and payable and other than those resulting from the actions of Developer, are not Permitted Exceptions. In addition, title to the Site shall be subject to easements and other matters of record that do not interfere with development, and to the exclusion therefrom (to the extent now or hereafter validly excepted and reserved by the parties named in existing deeds, leases, and other documents of record) of all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface, together with the right to drill into, through, and to use and occupy all parts of the Site lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Site but without, however, any right to use either the surface of the Site or any portion thereof within 500 feet of the surface for any purpose or purposes therefor whatsoever. At the Close of Escrow, Developer will obtain from Title Company an updated CLTA owner's policy of title insurance insuring fee simple to the Site, subject only to the Permitted Exceptions, in the amount determined by Developer in accordance with Section 2.8 (the "Title Policy").

2.8. Title Insurance

Concurrently with recordation of the Grant Deed conveying title to the Site, Developer shall cause Title Company to deliver to Developer a title insurance policy issued by Title Company insuring that the title to the Site is vested in Developer in the condition required

by Section 2.7. Developer will also cause Title Company to provide City with a copy of the title insurance policy. The Title Policy for the Site will be in an amount reasonably determined by Developer.

Developer will pay the title insurance premium with respect to CLTA standard title insurance on the Site in the amount set forth in this Section 2.8 as well as any additional premiums for extended coverage or special endorsements requested by Developer.

2.9. Taxes and Assessments

Ad valorem taxes, possessory interest tax, and assessments outstanding as of the Close of Escrow, if any, on the Site, will be paid by City prior to conveyance.

2.10. Occupants of the Site

Title to the Site will be conveyed by City to Developer free of any possession or right of possession.

2.11. Condition of the Site

2.11.1. AS-IS.

Except for City's obligation to enter into and complete the work required under the Storm Water Pipe Relocation Agreement, DEVELOPER (ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS) SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY IS SELLING AND DEVELOPER IS PURCHASING THE SITE ON AN "AS IS WITH ALL FAULTS" BASIS AND THAT, DEVELOPER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM CITY OR ITS AGENTS AS TO ANY MATTERS CONCERNING THE SITE, INCLUDING WITHOUT LIMITATION: (i) the quality, nature, adequacy and physical condition and aspects of the Site, (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater, (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Site, (iv) the development potential of the Site, and the Site's use, habitability, merchantability, or fitness, or the suitability, value or adequacy of the Site for any particular purpose, (v) the zoning or other legal status of the Site or any other public or private restrictions on use of the Site, (vi) the compliance of the Site with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity, (vii) the presence of Hazardous Substances (as defined below) on, under or about the Site or the adjoining or neighboring property, and (viii) the condition of title to the Site.

a. "Hazardous Substance(s)" means any substance or material that is described as a toxic or hazardous substance, waste or material or a pollutant or contaminant or infectious waste, or words of similar import, in any local, state or federal environmental laws, and includes asbestos, petroleum or petroleum products (including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel, or

any mixture thereof), polychlorinated byphenyls, urea formaldehyde, radon gas, radioactive matter, medical waste, and chemicals which may cause cancer or reproductive toxicity.

2.11.2. Environmental Disclosures.

City represents and warrants that the environmental information listed in Attachment 7 is all the environmental information in its possession regarding the Site as of the date of this Agreement, and covenants to promptly provide any further information it discovers before the Closing Date; however, City makes no representations or warranties as respects the suitability of the soils for the use or uses to which the Site will be put. It is Developer's sole responsibility, at its expense, to determine the suitability of the Site for the proposed development. If the structural, geological or environmental conditions of the Site, or any portion thereof, are not in all respects entirely suitable for the use or uses to which the Site will be put, then it is the obligation of Developer to take such actions as may be necessary to place the Site in a condition entirely suitable for the development thereof. Notwithstanding the preceding sentence, City shall be responsible for taking such actions as may be necessary to place the Site in a condition entirely suitable for development thereof to the extent any deficiencies arise from the work associated with the Storm Water Pipe Relocation Agreement.

2.11.3. Natural Hazards Disclosures.

Without limiting Section 2.11.1, City and Developer acknowledge that the Disclosure Statutes (as defined below) provide that a seller of real property must make certain disclosures regarding certain natural hazards potentially affecting the Site, as more particularly provided in the Disclosure Statutes. As used in this Agreement, "Disclosure Statutes" means, collectively, California Government Code Sections 8589.3 (special flood hazard area), 8589.4 (area of potential flooding) and 51183.5 (very high fire hazard), California Public Resources Code Sections 2621.9 (earthquake fault zone), 2694 (seismic hazard zone) and 4136 (state responsibility area) and any other California statutes that require City to make disclosures concerning the Site. At least fifteen (15) days prior to the Closing Date City shall cause Escrow Agent to deliver to Developer all natural hazard disclosure reports (the "Reports") required by the Disclosure Statutes. Upon acceptance of conveyance of the Site, Developer agrees as follows with respect to the Disclosure Statutes and the Reports:

a. Developer has received all Reports and they satisfy all obligations and requirements of City under the Disclosure Statutes.

b. Developer has had an opportunity to review all Reports and to investigate the disclosures and information

c. City shall not be liable for any error or inaccuracy in, or omission from, the information in the Reports.

d. The Reports are provided by City for purposes of complying with the Disclosure Statutes and shall not be deemed to constitute a representation or warranty by City as

to the presence or absence in, at or around of the Site of the conditions that are the subject of the Disclosure Statutes.

2.11.4. Site Remediation Prior to Close of Escrow.

In the event that prior to the Close of Escrow, the environmental, soils or geological conditions of the Site, or any part of it, are not suitable, or the Site contains contaminants in excess of permissible levels, for the use or uses to which the Site will be put, as determined by Developer in its reasonable discretion, Developer may terminate this Agreement prior to the Close of Escrow by written notice to City. Neither City nor Developer will have any further rights against or liability to the other under this Agreement with respect to the Site.

2.11.5. Developer Responsibility After Close of Escrow.

After the Close of Escrow, and whether or not City has provided any of the disclosures set forth above, it shall be Developer's responsibility to remedy such environmental, soil or geologic condition at its cost.

2.11.6. Limited Release.

Without limiting Sections 2.11.1 through 2.11.5, and except as provided below regarding Non-Released Claims, Developer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges City and its affiliates, and the directors, officers, attorneys, employees and agents of each of them, and their respective successors and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Site including, without limitation, the physical or environmental condition of the Site or any law or regulation applicable thereto (collectively, "Claims"). With respect to the waiver and release set forth herein relating to unknown and unsuspected Claims, Developer hereby acknowledges that such waiver and release is being made after obtaining the advice of counsel and with full knowledge and understanding of the consequences and effects of such waiver, and that such waiver is made with the full knowledge, understanding and agreement that California Civil Code Section 1542 provides as follows, and that the protections afforded by said code section are hereby waived:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

This Section 2.11.6 shall be effective as of the Close of Escrow.

The release provided in this Section 2.11.6 shall not apply to any Claims arising from or related to the Storm Water Pipe Relocation Agreement, including without limitation, the work to be performed thereunder (“Non-Released Claims”). City hereby indemnifies and holds Developer harmless from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, costs or expenses whatsoever (including, without limitation, attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with any Non-Released Claim.

2.12. Preliminary Work by Developer

Prior to the conveyance of title to the Site to Developer, representatives of Developer will have the right of access to the Site in accordance with that certain Access and Due Diligence Agreement dated January 8, 2015. Developer hereby indemnifies and holds City harmless from any injury or damages arising out of any activity of Developer, its agents, employees and contractors, performed and conducted on the Site pursuant to this Section.

3. DEVELOPMENT OF THE SITE

3.1. Development of the Site

Development of the Site shall be subject to the following:

(1) development on the Site shall conform to the Downtown Plan/PD-30 Zoning Code, the Downtown Program EIR and Supplemental EIR, City approved Site Master Plan and shall be compatible with existing and planned adjacent uses;

(2) any residential development located on the Site must provide a minimum of ten (10%) percent of the total number of units as moderate income restricted in accordance with the Regulatory Agreement;

(3) any hotel/hospitality uses on the Site shall require the execution of a labor peace agreement between Developer (or operator of the hotel) and a union in the Long Beach area representing hospitality industry employees; and

(4) any development located on the Site shall contribute to a minimum certification of LEED ND Gold Certification for the Project as required by the Project Agreement. In addition, the development must meet City’s Sustainable City Action Plan’s requirements for sustainable development in effect as of the Closing Date.

3.2. City Approval of Plans, Drawings and Related Documents

For the development of the Site, Developer shall comply with City’s Design Review Process. City will have the right of architectural review of all plans and submissions, including review of any subsequent changes to those plans or submissions occurring after approval. City, after approval of the Site Master Plan, in its regulatory capacity shall not impose

subsequent conditions of approval on the site that materially alter the quantity of residential dwelling units or gross square feet of developable area approved in the Site Master Plan nor shall City require changes to the height of the project that differ materially from those indicated in the approved Site Master Plan. In the event City imposes offsite infrastructure improvements on the Site, then the costs of such off-site work may be creditable to Developer against any related impact fees as provided under Chapter 18 of the Long Beach Municipal Code.

3.3. City and Other Governmental Permits

Before commencement of the demolition and clearance of any buildings and improvements on the Site or construction or development of any building, structures or other work of improvement on or with the Site, Developer will at its own expense secure or cause to be secured any and all permits which may be required by City or any other federal, state, county or local governmental agency having jurisdiction over such demolition, clearance, construction, development or work. City will provide all reasonable assistance to Developer in securing these permits. To the extent that any environmental document under the California Environmental Quality Act is required with respect to the development under this Agreement, City will prepare such documents at Developer's expense. Developer agrees to provide all information, assistance and cooperation necessary to prepare the document.

Nothing contained herein shall be deemed to entitle Developer to any City permit or other City approval necessary for the development of the Site, or waive any applicable City requirements relating thereto. This Agreement does not (a) grant any land use entitlement to Developer (except that which is contained in the approved Site Master Plan), (b) supersede, nullify or amend any condition which may be imposed by City in connection with approval of the development described herein, (c) guarantee to Developer or any other party any profits from the development of the Site, or (d) amend any City laws, codes or rules. This is not a Development Agreement as provided in Government Code Section 65864. Without cost to City, City shall provide appropriate technical assistance to Developer in connection with Developer's obtaining all necessary entitlements, permits and approvals for the construction of any improvements on the Site.

3.4. Construction Costs

The cost of developing the Site and constructing all improvements, including costs associated with implementing mitigation measures as required to comply with the California Environmental Quality Act, as listed in the 2015 Supplemental EIR, will be borne by Developer.

3.5. Rights of Access

Representatives of City shall have the reasonable right of access to the Site without charge or fees, at normal construction hours, during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the improvements. City agrees to and shall indemnify, defend and

hold harmless Developer from any and all injuries or damages arising out of the negligence of City's representative(s) while on the Site.

3.6. Local, State and Federal Laws

Developer shall carry out the construction of the improvements on the Site in conformity with all applicable laws, including all applicable federal and state labor standards. City makes no representation that the Project is or is not a "public work" as defined in California Labor Code Section 1720. Developer hereby indemnifies and holds City harmless from any injury or damages arising out of Developer's failure to comply with any applicable federal and state labor laws.

3.7. Nondiscrimination During Construction

Developer for itself, its successors and assigns, agrees that in the construction of the improvements on the Site provided for in this Agreement, Developer will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, AIDS, AIDS-related condition, age, marital status, disability or handicap, or Vietnam Era veteran status.

3.8. Transfers

Developer may, at any time between the date of this Agreement and the issuance of a Certificate of Occupancy with respect to the improvements constructed on the Site, with consent of City, transfer, convey, or assign the whole or any part of the Site or the buildings or structures on the Site (subject to the Long Beach Municipal Code), or Developer's right to acquire the Site in whole or in part under this Agreement. Except as provided in this Section 3.8, no transfer or assignment will be deemed to relieve Developer or any other party from any obligations under this Agreement.

In determining whether to give its approval, City may consider the financial capability, relevant experience and other factors relating to the proposed transferee's ability to develop and complete an approved project on the Site. All conditions and provisions included in this Agreement that relate to the development or conveyance of the Site shall transfer to the transferee with the Site, subject to the transferee's assumption of Developer's obligations in respect thereof. No assignment pursuant to this Section 3.8 shall release the Project Company from any of its obligations under the Project Agreement.

Provided that Developer has complied with the procedures herein, Developer shall be released from its obligations and liabilities under this Agreement with respect to that portion of the Site transferred or assigned (and such transferee shall thereafter constitute a "Developer" under this Agreement with respect to the Site or such transferred portion thereof), and any subsequent default or breach with respect to the transferred rights and/or obligations shall not constitute a default or breach with respect to the retained rights and/or obligations under this Agreement, provided that (i) Developer has provided to City written notice of such transfer, (ii) City has consented to such transfer, and (iii) the transferee executes and delivers to City a

written agreement in which (a) the name and address of the transferee is set forth and (b) the transferee expressly and unconditionally assumes all of the obligations of Developer under this Agreement with respect to that portion of the Site transferred. Upon any transfer of any portion of the Site and the express assumption of Developer's obligations under this Agreement by such transferee, City agrees to look solely to the transferee for compliance by such transferee with the provisions of this Agreement as such provisions relate to the portion of the Site acquired by such transferee. A default by any transferee shall only affect that portion of the Site owned by such transferee and shall not cancel or diminish in any way Developer's rights hereunder with respect to any portion of the Site not owned by such transferee.

City shall have no approval rights hereunder with respect to transfers of the Site after issuance of a certificate of occupancy for the Site.

4. USE OF THE SITE

4.1. Maintenance of Site

City agrees that the Site, prior to the Close of Escrow, shall be maintained in a clean and attractive condition and free from all hazards at all times. Developer agrees that the Site, after the Close of Escrow, shall be maintained in accordance with the Regulatory Agreement.

4.2. Obligation to Refrain from Discrimination

Developer covenants and agrees for itself, its successors and its assigns in interest to the Site or any part thereof, that there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code or Vietnam Era veteran status, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land. Developer agrees that the Site's compliance with the Americans with Disabilities Act ("ADA") shall be its sole responsibility and shall defend, indemnify and hold harmless City for any liability arising from the Project's failure to comply therewith.

4.3. Form of Nondiscrimination and Nonsegregation Clause

Developer shall refrain from restricting the rental, sale or lease of the Site on the basis of sex, sexual orientation, marital status, race, color, creed, religion, ancestry or national origin of any person. All deeds, leases or contracts shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

a. In deeds: “The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or Vietnam Era veteran status, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.”

b. In leases: “The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or Vietnam Era veteran status, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased.”

c. In contracts: “There shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, or Vietnam Era veteran status, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the land, nor shall the transferee itself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of the land.”

5. DEFAULTS AND REMEDIES

5.1. Defaults - General

Subject to the extensions of time stated in Section 6.5, failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. A Party who so fails or delays must immediately commence to cure, correct, or remedy the failure or delay, and will complete the cure, correction or remedy with reasonable diligence.

The injured Party will give written notice of default to the Party in default, specifying the default complained of by the injured Party. Except as required to protect against further damages, and except as otherwise expressly provided in this Agreement, the injured Party may not institute proceedings against the Party in default until thirty (30) days after giving notice. Delay in giving notice will not constitute a waiver of any default, nor will it change the time of default.

Any failures or delays by either Party in asserting any of its rights and remedies as to any default will not operate as a waiver of any default or of any rights or remedies, or deprive either Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any rights or remedies.

5.2. Legal Actions

5.2.1. Institution of Legal Actions

In addition to any other rights or remedies, either Party may institute legal action to cure, correct, or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement. These legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California, in any appropriate court in that county, or in the Federal District Court in the Central District of California.

5.2.2. Applicable Law

The laws of the State of California will govern the interpretation and enforcement of this Agreement.

5.2.3. Rights and Remedies are Cumulative

Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of these rights or remedies will not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

5.2.4. Remedies of the Parties for Default

If either Developer or City defaults with regard to any provision of this Agreement, the nondefaulting Party will serve written notice of default on the defaulting Party. If the default is not cured or commenced to be cured by the defaulting Party within thirty (30) days after service of the notice of default, the defaulting Party will be liable to the other Party for any damages caused by the default, for specific performance of the terms of this Agreement, and/or other relief as is afforded by applicable law.

6. GENERAL PROVISIONS

6.1. Notices, Demands and Communications Between the Parties

All notices under this Agreement shall be in writing and shall be effective upon receipt whether delivered by personal delivery or recognized overnight delivery service or sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the respective Parties as follows:

If to Developer: Plenary Group USA
10100 Santa Monica Boulevard, Suite 401
Los Angeles, California 90067
Attn: Stuart Marks

With a copy to: Edgemoor Infrastructure and Real Estate
7500 Old Georgetown Road, 7th Floor
Bethesda, Maryland 20814
Attn.: Frank Baltz, Esq.

With a copy to: Cox, Castle & Nicholson LLP
2029 Century Park East, Suite 2100
Los Angeles, California 90067
Attn.: Andrew K. Fogg, Esq. or
Ronald I. Silverman, Esq.

If to City: City of Long Beach
333 West Ocean Boulevard, 3rd Floor
Long Beach, California 90802
Attn: City Manager

With a copy to: Office of the City Attorney
City of Long Beach
333 West Ocean Boulevard, 11th Floor
Long Beach, California 90802
Attn: Assistant City Attorney

Any Party can notify the other Party of their change of address by notifying the other Party in writing of the new address.

6.2. Attorneys' Fees.

In the event of the bringing of any action or suit by a Party hereto against another Party hereunder by reason of any breach of any of the covenants or agreements or any material inaccuracies in any of the representations and warranties on the part of the other Party arising out of this Agreement, then in that event, the prevailing Party in such action or dispute, whether by final judgment or out of court settlement, shall be entitled to have and recover of and from the

other Party all reasonable costs and expenses of suit, including actual attorneys' fees. Any judgment or order entered in any final judgment shall contain a specific provision providing for the recovery of all reasonable costs and expenses of suit, including actual attorneys' fees (collectively "Costs") incurred in enforcing, perfecting and executing such judgment. For the purposes of this Section 6.2, Costs shall include, without limitation, reasonable attorneys' fees, costs and expenses incurred in (i) post judgment motions, (ii) contempt proceeding, (iii) garnishment, levy, and debtor and third Party examination, (iv) discovery, and (v) bankruptcy litigation.

6.3. Conflict of Interests

No member, official or employee of City will have any financial interest, direct or indirect, in this Agreement, nor will any member, official or employee participate in any decisions relating to this Agreement which affects his or her financial interests or the interests of any corporation, partnership or association in which he or she is, directly or indirectly, financially interested.

Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement except as provided in the Project Agreement.

6.4. Nonliability of City Officials and Employees

No member, official or employee of City will be personally liable to Developer, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Developer or successor or on any obligations under the terms of this Agreement.

6.5. Enforced Delay: Extension of Times of Performance

In addition to specific provisions of this Agreement, performance by either Party will not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; lack of transportation; governmental restrictions or priority; litigation; unusually severe weather; inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier; acts of the other Party; acts or failure to act of the City of Long Beach or any other public or governmental agency or entity (other than the acts or failure to act of City, which will not excuse performance by City) or any other causes beyond the control or without the fault of the Party claiming an extension of time to perform.

6.6. Real Estate Commissions

City shall not be liable for any real estate commissions, brokerage fees or finder's fees which may arise from this Agreement. City represents that it has not engaged any broker, agent or finder in connection with this transaction. Developer has engaged a broker in

connection with this transaction and is solely responsible for the payment of any fees that become due to the broker. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Agreement, then Developer shall indemnify, save harmless and defend City from and against such claims. City shall indemnify, save harmless and defend Developer from and against any claims for brokers' or finders' fees or commissions claimed by any broker or finder retained by City.

6.7. Representations and Warranties

6.7.1. Representations and Warranties of Developer

6.7.1.1 Developer represents and warrants to City that, as of the date this Agreement is executed and as of the Closing Date: (i) Developer is a limited liability company, duly existing under the laws of the State of its incorporation; (ii) Developer has full right, power and authority to execute and deliver this Agreement and to perform the undertakings of Developer contained in this Agreement; (iii) this Agreement constitutes valid and binding obligations of Developer that are legally enforceable in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, moratorium and other principles relating to or limiting the right of contracting Parties generally); and (iv) to the best of Developer's knowledge, none of the undertakings of Developer contained in this Agreement violates any applicable statute, law, regulation or ordinance or any order or ruling of any court or governmental entity or conflicts with or constitutes a breach or default under, any agreement by which Developer is bound or regulated.

6.7.1.2 Developer will implement and cause its contractors and subcontractors to implement the procedures outlined in Attachment 8 to secure favorable sales tax allocations for City.

6.7.2. Representations and Warranties of City

City represents and warrants to Developer that, as of the date this Agreement is executed, and as of the Closing Date: (i) City is a municipal corporation duly formed and validly existing under the laws of the State of California; (ii) City is not insolvent; (iii) this Agreement and all the documents executed by City which are to be delivered to Developer at the Closing are duly authorized, executed and delivered by City and constitute legal, valid and binding obligations of City enforceable against City in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, moratorium and other principles relating to or limiting the right of contracting Parties generally); and (iv) to the best of City's knowledge, the undertakings of City under this Agreement do not violate any provision of any agreement to which City is a Party or to which it is subject.

City further represents and warrants that from the date this Agreement is executed and through the Closing Date, City shall: (i) maintain the Site and prohibit the introduction of any hazardous materials onto the Site; (ii) immediately notify Developer if any notices, claims or suits arise between execution of this Agreement and the Closing Date; (iii) prohibit any changes to the uses at the Site except as expressly contemplated in this Agreement; (iv) not enter into any

lease or license to occupy all or a portion of the Site with a term that extends beyond the Closing Date; (v) not enter into or allow the creation of any easements on the Site; (vi) not market or offer to sell the Site to any party other than Developer; (vii) pay all bills, including utility bills, for services provided to the Site; and (viii) not enter into any agreements with any person or entity that would materially and adversely affect the value of the Site.

6.8. Successors and Assigns

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties, any subsequent owner of all or any portion of the Site and their respective successors and assignees.

7. CONDEMNATION, DAMAGE AND DESTRUCTION

7.1. Condemnation.

If, between the date of this Agreement and the Closing Date, condemnation or eminent domain proceedings affecting any portions of the Site are initiated or are threatened to be initiated by any entity, including City or its agencies, then, Developer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect and City shall assign to Developer upon the Closing Date all of City's rights to any condemnation awards by depositing an assignment of said award with Escrow Agent; or (ii) subject to and conditioned on Developer's compliance with the remaining provisions of this Section 7.1, terminate this Agreement and Escrow Agent or City, as applicable, shall return any sums deposited by Developer into Escrow, less pro rata share of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees as allocated in this Agreement; and neither Party shall have any further obligations or liabilities to each other. City shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Site prior to the Close of Escrow.

7.2. Damage and Destruction.

If, between the date of this Agreement and the Closing Date, any portion of the Site is materially damaged or destroyed to such an extent that it would prevent Developer's anticipated use of the Site, then Developer shall have the option by written notice to City to: (i) terminate this Agreement and Developer shall have no obligation to purchase the Site and City shall have no obligation to sell the Site to Developer and Escrow Agent or City, as applicable, shall return any sums deposited by Developer into Escrow, less pro rata share of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees as allocated under this Agreement; or (ii) affirm this Agreement, which shall remain in full force and effect without delaying the Closing Date.

8. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

This Agreement is executed in multiple duplicate originals, each of which is deemed to be an original.

This Agreement integrates all of the terms and conditions mentioned or incidental to it, and supersedes all negotiations or previous Agreements between the Parties with respect to all or any part of the subject matter of this Agreement.

All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of City or Developer, and all amendments must be in writing by the appropriate authorities of City and Developer. This Agreement and any provisions may be amended by mutual written agreement by Developer and City.

The provisions of Sections 2.3.f., 2.11 and 2.2 and Sections 3, 4, 5 and 6 (in their entirety) shall survive the Close of Escrow.

[Signature pages following]

CITY AND DEVELOPER have executed this Agreement as of the dates set opposite their signatures.

CITY:

CITY OF LONG BEACH, a municipal corporation

_____, 2015

By _____
[NAME]
[TITLE]

Approved as to form this ____ day of _____, 2015.

Charles Parkin, City Attorney of the City of Long Beach, California

By: _____
Deputy

DEVELOPER:

PLENARY EDGEMOOR CIVIC PARTNERS, LLC,
a Delaware limited liability company

_____, 2015

By: _____
Name: _____
Its: _____

ATTACHMENT NO. 1

SITE MAP

(ATTACHED)

ATTACHMENT NO. 2

LEGAL DESCRIPTION OF THE SITE

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 2, 4, 6 AND 8 IN BLOCK 87 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91, ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY, TOGETHER WITH THE WEST HALF OF PARK COURT, AS SHOWN ON THE MAP OF SAID TRACT, ADJOINING SAID LOTS ON THE EAST, LYING BETWEEN THE EASTERLY PROLONGATION OF THE NORTH LINE OF SAID LOT 2 AND THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID LOT 8.

EXCEPTING AND RESERVING, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT OF USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS SET OUT IN DEED RECORDED OCTOBER 7, 1977 AS INSTRUMENT NO. 77-1111402, OF OFFICIAL RECORDS.

PARCEL 2:

LOT 1, 3, 5, 7, 9 AND 10 IN BLOCK 87 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91, ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF THE ABUTTING VACATED STREETS WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LAND.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN GRANT DEED RECORDED OCTOBER 2, 1979 AS INSTRUMENT NO. 79-1096324, OF OFFICIAL RECORDS.

EXCEPTING AND RESERVING, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED

(500) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT OT USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS SET OUT IN DEED RECORDED NOVEMBER 9, 1977 AS INSTRUMENT NO. 77-1240526, OF OFFICIAL RECORDS.

NOTE: THE ABOVE LEGAL DESCRIPTION IS SOLELY FOR USE IN THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE WITHOUT SPECIFIC APPROVAL BY OUR ENGINEERING DEPARTMENT. THIS COMPANY ASSUMES NO LIABILITY IF THIS REPORT IS USED FOR ANY PURPOSES IN VIOLATION OF THE REAL ESTATE LAW AND/OR SUBDIVISION MAP ACT.

ATTACHMENT NO. 3
FORM OF GRANT DEED

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Transaction is exempt from Documentary Transfer Tax
pursuant to R&T Code Section 11922.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the CITY OF LONG BEACH, a municipal corporation ("Grantor") hereby grants to _____, a _____ ("Grantee"), all that certain real property located in the County of Los Angeles, State of California, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

This grant and conveyance is made and accepted subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance;
2. All other covenants, conditions and restrictions and other encumbrances, easements, limitations, reservations, rights, charges, equitable servitudes and other matters of record that were recorded prior to the recordation of this Grant Deed in the Office of the Los Angeles County Recorder; and
3. Except as otherwise provided in Section 2.11.6 of that certain Conveyance Agreement dated as of _____, 201__ by and between Grantor and Plenary Edgemoor Civic Partners, LLC with respect to Non-Released Claims (as defined therein), Grantee, on behalf of itself and its successors and assigns, hereby waives its right to recover from, and forever releases and discharges Grantor and its affiliates, and the directors, officers, attorneys, employees and agents of each of them, and their respective successors and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, costs or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Site including, without limitation, the physical or environmental condition of the Site or any law or regulation applicable thereto. **IN WITNESS WHEREOF**, this Grant Deed has been executed this __ day of _____, 2014.

GRANTOR:

CITY OF LONG BEACH, a municipal corporation

By: _____
Amy J. Bodek
President

GRANTEE:

_____,
a _____

By: _____

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

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EXCEPTING AND RESERVING, ALL OIL, GAS, HYDROCARBON SUBSTANCES AND MINERALS OF EVERY KIND AND CHARACTER LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE OF SAID LAND, TOGETHER WITH THE RIGHT TO DRILL INTO, THROUGH, AND TO USE AND OCCUPY ALL PARTS OF SAID LAND LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT OF USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS SET OUT IN DEED RECORDED OCTOBER 7, 1977 AS INSTRUMENT NO. 77-1111402, OF OFFICIAL RECORDS.

PARCEL 2:

LOT 1, 3, 5, 7, 9 AND 10 IN BLOCK 87 OF THE TOWNSITE OF LONG BEACH, IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 19 PAGE 91, ET SEQ., OF MISCELLANEOUS RECORDS OF SAID COUNTY.

TOGETHER WITH THOSE PORTIONS OF THE ABUTTING VACATED STREETS WHICH WOULD PASS BY OPERATION OF LAW WITH THE CONVEYANCE OF SAID LAND.

EXCEPT THEREFROM THAT PORTION OF SAID LAND DESCRIBED IN GRANT DEED RECORDED OCTOBER 2, 1979 AS INSTRUMENT NO. 79-1096324, OF OFFICIAL RECORDS.

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LYING MORE THAN FIVE HUNDRED (500) FEET BELOW THE SURFACE THEREOF FOR ANY AND ALL PURPOSES INCIDENTAL TO THE EXPLORATION FOR AND PRODUCTION OF OIL, GAS, HYDROCARBON SUBSTANCES OR MINERALS FROM SAID OR OTHER LANDS, BUT WITHOUT, HOWEVER, ANY RIGHT OF USE EITHER THE SURFACE OF SAID LAND OR ANY PORTION OF SAID LAND WITHIN FIVE HUNDRED (500) FEET OF THE SURFACE FOR ANY PURPOSE OR PURPOSES WHATSOEVER, AS SET OUT IN DEED RECORDED NOVEMBER 9, 1977 AS INSTRUMENT NO. 77-1240526, OF OFFICIAL RECORDS.

NOTE: THE ABOVE LEGAL DESCRIPTION IS SOLELY FOR USE IN THIS REPORT AND MAY NOT BE CONSIDERED FOR USE IN ANY POLICY OF TITLE INSURANCE WITHOUT SPECIFIC APPROVAL BY OUR ENGINEERING DEPARTMENT. THIS COMPANY ASSUMES NO LIABILITY IF THIS REPORT IS USED FOR ANY PURPOSES IN VIOLATION OF THE REAL ESTATE LAW AND/OR SUBDIVISION MAP ACT.

ATTACHMENT NO. 4
FORM OF REGULATORY AGREEMENT
(ATTACHED)

ATTACHMENT NO. 5
STORM WATER PIPE RELOCATION AGREEMENT
(ATTACHED)

ATTACHMENT NO. 6

EXCERPT FROM PROJECT AGREEMENT SECTION 12.1 (D) (1)

(D) Use of Funds Received for Conveyance.

(1) Pacific Site.

(a) if the conveyance of the Pacific Site occurs prior to the date of Financial Close, the Project Company shall deposit the net proceeds (as determined in accordance with the Pacific Site Conveyance Agreement) into an escrow account held by the City (the "Pacific Site Escrow Account"). To the extent that the net proceeds are less than \$8,000,000, the Project Company shall contribute funds or post a letter of credit issued by a Qualified Commercial Bank such that \$8,000,000 is deposited to the Pacific Site Escrow Account. Of the funds in the Pacific Site Escrow Account, \$8,000,000 shall be transferred to the City Facilities Collateral Agent at Financial Close, and any amounts in excess of \$8,000,000 shall be transferred to a separate account for use in respect of the Project (the "Pacific Site Excess Account"). Amounts held in the Pacific Site Excess Account may be invested in Permitted Investments at the discretion of the Project Company. If Financial Close does not occur, all amounts in the Pacific Site Escrow Account shall remit to the City.

(b) if the conveyance of the Pacific Site occurs on or after the date of Financial Close, the Project Company shall contribute net proceeds (as determined in accordance with the Pacific Site Conveyance Agreement) up to \$8,000,000 to the City Facilities Collateral Agent. To the extent that net proceeds are less than \$8,000,000, the Project Company shall contribute funds or post a letter of credit issued by a Qualified Commercial Bank such that \$8,000,000 is contributed to the City Facilities Collateral Agent. Any proceeds in excess of \$8,000,000 shall be held in the Pacific Site Excess Account for use on the Project at the discretion of the Project Company or its assignee.

ATTACHMENT NO. 7

ENVIRONMENTAL INFORMATION DOCUMENTS

Items provided by City

- Preliminary Title Report dated December 3rd, 2013 (order number 00011748-994-X59)
- Will Serve Letter from Long Beach Gas and Oil dated February 18,2015
- Will Serve Letter from Long Beach Gas and Oil dated February 25,2015

Other 3rd Party reports

- Will Serve Letter from Southern California Edison dated March 19,2015
- ALTA land survey by Hahn & Associates dated July 30, 2015
- Phase 1 Environmental Report by Amec Foster Wheeler dated February 27,2015
- Phase 2 Environmental Report by Amec Foster Wheeler dated July 13,2015

ATTACHMENT NO. 8

SALES TAX DOCUMENTATION

1. In order to enable the City to optimize local Tax revenues allowable under the applicable State Board of Equalization guidelines, the Developer, and its contractors, shall (a) obtain necessary sales/use Tax jobsite sub-permit(s), (b) comply with associated filing requirements, and (c) procure tangible personal property when commercially reasonable in a manner that directs the local Tax to the City. Such procurement procedures include but are not limited to the Developer ordering purchases from its vendors' and suppliers' sales offices located in the City if commercially reasonable. The Developer agrees with respect to any individual purchases of property subject to use Tax in an amount equal to or greater than \$500,000 to be used in the City, to allocate the local use Tax with respect to such property to the City if commercially reasonable and applicable law so permits. The Developer further agrees to require the Developer's Contractors or any Subcontractor to comply with the State Board of Equalization jobsite sub-permitting, reporting requirements and procurement procedures set forth in this paragraph so as to ensure that the City optimizes its local Tax revenue allowable under California law; and
2. Sales/use Tax, if any, on engineering and/or construction services and on tangible personal property provided under or pursuant to this Agreement by the Developer, the Developer's Contractors, or any Subcontractor shall be remitted to the State of California on a timely basis and shall be separately identified on the Developer's invoices or summarized and reported to the City on a periodic basis. It is the Developer's responsibility to familiarize itself with the taxation of services and tangible personal property covered under this Agreement and under California law. The Developer shall cause the Developer's Contractors and any Subcontractor to comply with the requirements of this paragraph, and shall ensure that no Contractor or Subcontractor shall have any claim against the City for reimbursement of Taxes. The Project Company shall require Contractors or any Subcontractor to separately identify all sales/use Tax on subcontractor invoices to the Developer.

TRANSACTION FORM F-2
FORM OF MID-BLOCK SITE CONVEYANCE AGREEMENT¹

¹ To be provided prior to execution and delivery of this Project Agreement.

APPENDIX 1

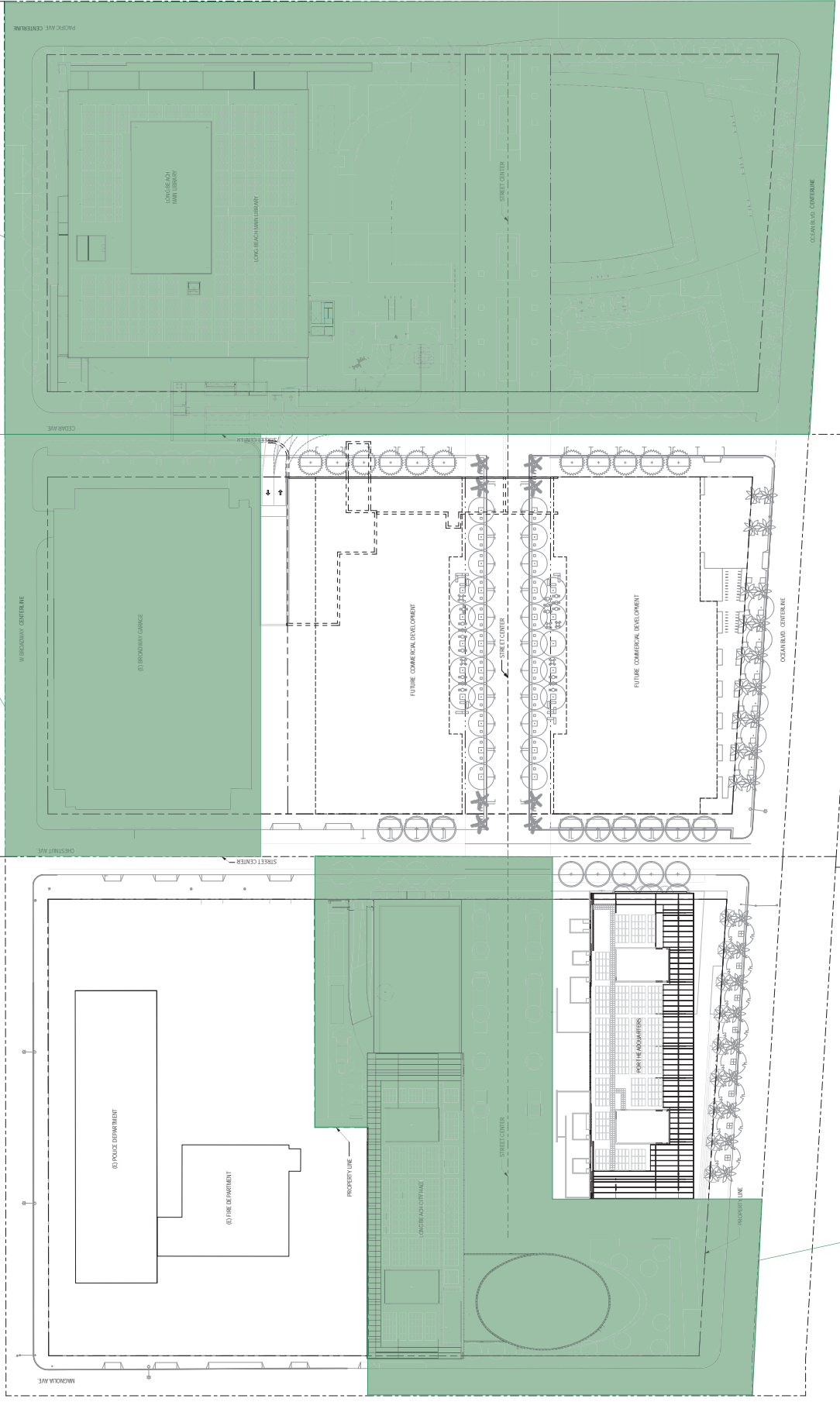
CITY SITE

APPENDIX 1 - CITY SITE

LINCOLN PARK SITE

BROADWAY GARAGE SITE

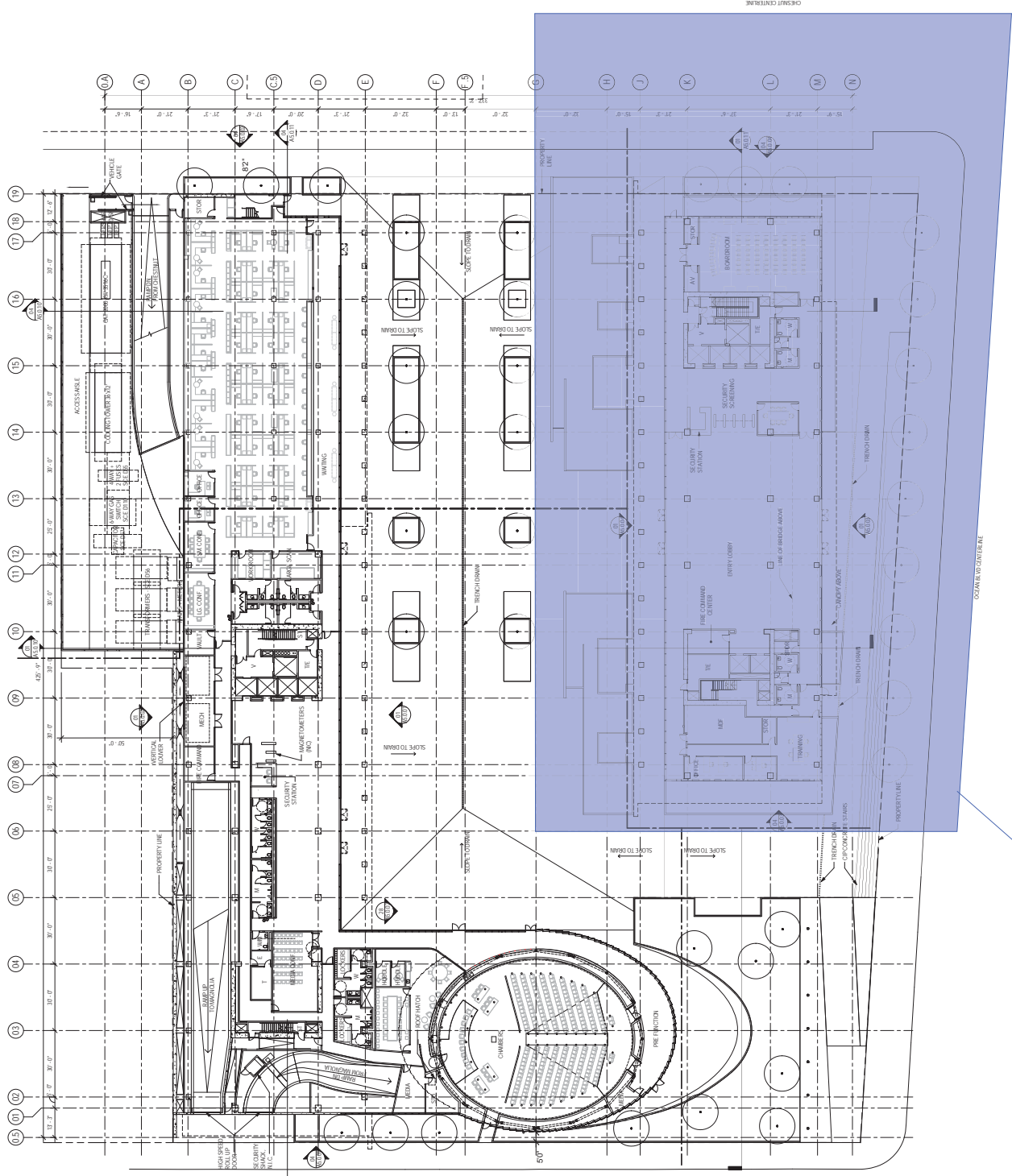
OLD COURTHOUSE SITE



APPENDIX 2

PORT SITE

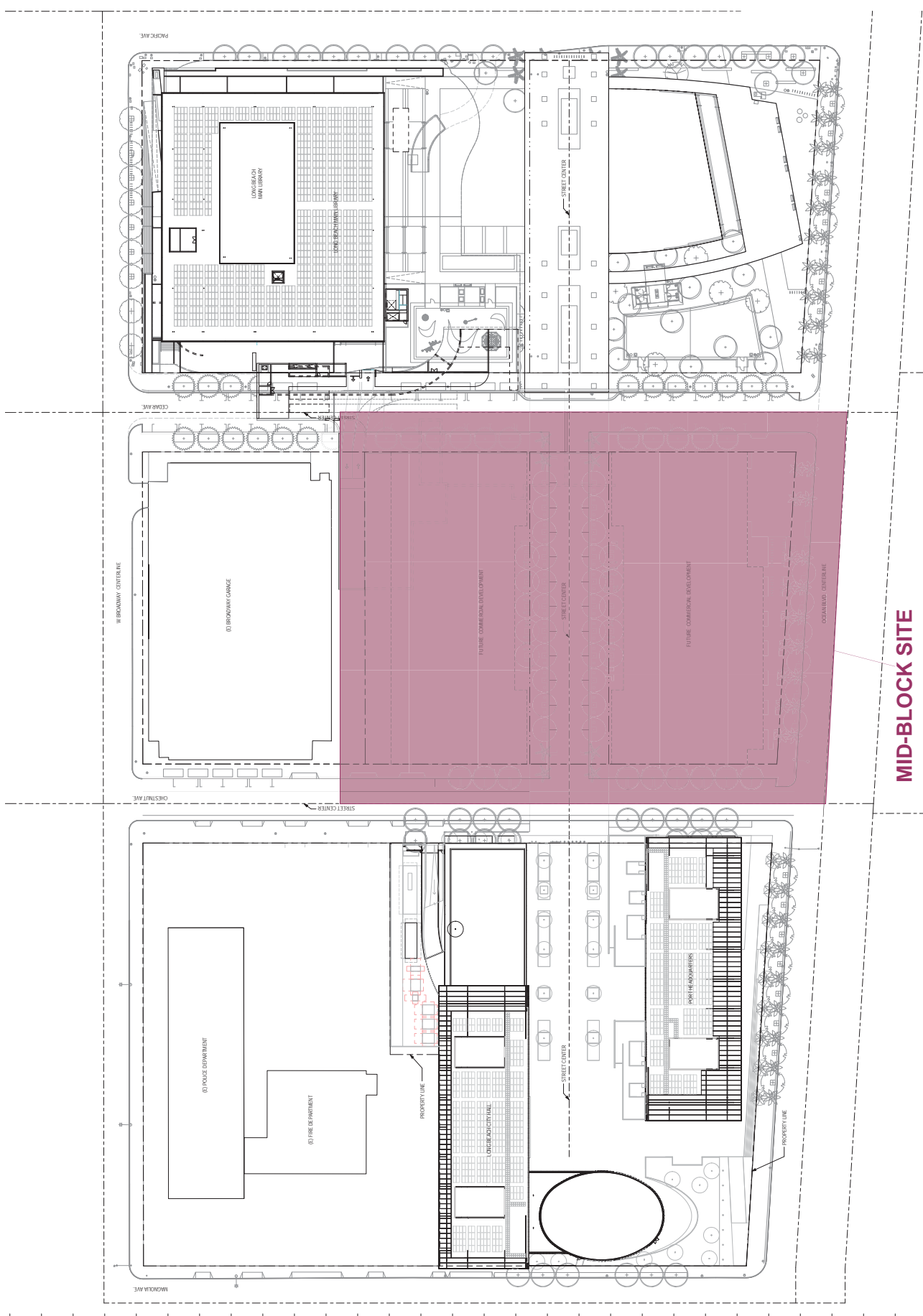
APPENDIX 2 - PORT SITE



PORT SITE

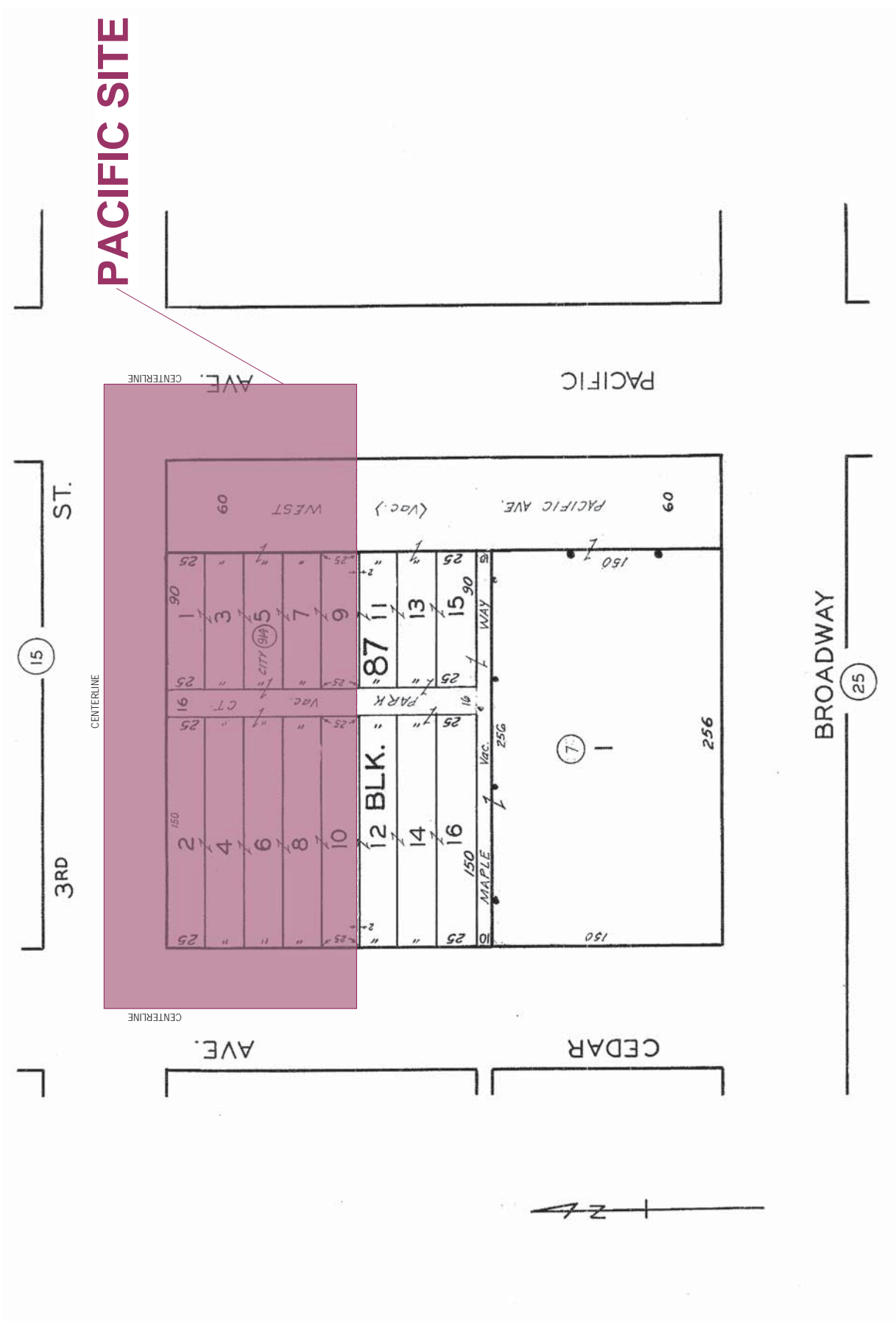
APPENDIX 3
PRIVATE DEVELOPMENT SITES

APPENDIX 3 - PRIVATE DEVELOPMENT



MID-BLOCK SITE

APPENDIX 3 - PRIVATE DEVELOPMENT



APPENDIX 4

GOVERNMENTAL APPROVALS

1. PURPOSE:

The purpose of this Appendix is to provide a preliminary outline of the Governmental Approvals that are expected to be required for the Project Company's construction of the Project. Governmental Approvals for on-going operations are addressed in Appendix 8 (FM Standards) (with respect to the City Facilities, the Shared Facilities and the Shared Rooms) and Appendix 8A (FM Standards – Port FM Facilities) (with respect to the Port FM Facilities). The Project Company shall obtain and maintain all Design-Build Governmental Approvals required as of October 9, 2015, necessary to construct and operate the Project, irrespective of whether any such Design-Build Governmental Approval is identified in this Appendix.

2. GENERAL DESCRIPTION:

2.1 Applicable Codes and Ordinances. The Project will comply with the following codes and City ordinances:

- 2013 California Building Standards Code (California Code of Regulations, Title 24)
 - 2013 Administrative Code
 - 2013 Building Code
 - 2013 Residential Code
 - 2013 California Electrical Code
 - 2013 California Mechanical Code
 - 2013 California Plumbing Code
 - 2013 Energy Code
 - 2013 Historic Building Code
 - 2013 California Fire Code
 - 2013 Existing Building Code
 - 2013 California Green Building Standards Code (CALGreen)
 - 2013 California Reference Standards Code
- American's With Disabilities Act, Accessibility Standards, Title III, September, 2010
- City of Long Beach Municipal Code
- Downtown Plan 2012 / Planned Development District Ordinance PD-30
- Long Beach Civic Center Supplemental Environmental Impact Report (SEIR) requirements and mitigation measures
- City of Long Beach Sustainable City Action Plan (SCAP)

3. DESIGN-BUILD GOVERNMENTAL APPROVALS

3.1 Expected Design-Build Governmental Approvals. Table 4-1 sets forth the Design-Build Governmental Approvals that are expected to be required for the construction of the Project. The Project Company shall be responsible for complying with the terms and conditions contained in the applicable Design-Build Governmental Approvals, in accordance with this Appendix and Section 7.5 (Design-Build Governmental Approvals) of this Project Agreement.

TABLE 4-1
DESIGN BUILD GOVERNMENTAL AGENCIES APPROVALS

<u>Governmental Approval</u>	<u>Governmental Body</u>
Development Approvals – review, comment, and approve for recommendation to the Planning Commission the site plan application.	Long Beach Development Services Planning Bureau
Development Approvals – approve site plans and recommend CEQA approval to the City Council	Long Beach Planning Commission
Development Approvals – Certify the SEIR and CEQA approval	City Council
Review and approve utility improvements within the site boundaries	Long Beach Building and Safety Bureau and utility providers (Long Beach Gas & Oil, Long Beach Water, SCE, Verizon, etc.)
Review and approve utility excavation plans, management of traffic plans and work related to improvements within the Public Right of Way	Long Beach Department of Public Works and utility providers (Long Beach Gas & Oil, Long Beach Water, SCE, Verizon, etc.)
Review and approve street and intersection improvement designs	Long Beach Traffic & Transportation Bureau, Traffic Engineering Division
Lincoln Park site plan design review - approve park plan and recommend site approval to the Planning Commission	Parks and Recreation Commission
Review and approve building plans for fire and life safety	Long Beach Fire Prevention Bureau
Review for Compliance with Americans with Disabilities Act	Long Beach Building and Safety Bureau (on-site) and Long Beach Department of Public Works (off-site)
Review and approve Construction Documents (as defined in Appendix 6) and issue permits	Long Beach Building and Safety Bureau, Long Beach Fire Prevention Bureau, and Long Beach Fire Planning Bureau
Review of Emissions Generated by the Project	South Coast Air Quality Management District
Storm Water Pollution Prevention Program (SWPPP)	LA Regional Water Quality Board and Long Beach Department of Public Works
Water Service Utility Design Review and approval	Long Beach Water Department, Long Beach Building and Safety Bureau (on-site) and Long Beach Department of Public Works (off-site)

Gas Service Utility Design	Long Beach Gas and Oil, Long Beach Building and Safety Bureau (on-site) and Long Beach Department of Public Works (off-site)
Electrical Service Utility Design Review	Southern California Edison, Long Beach Building and Safety Bureau (on-site) and Long Beach Department of Public Works (off-site)
Transit Review (bus stops and transit connections)	Long Beach Transit
Review construction site working conditions, approve window washing plan, and other work place safety elements.	CAL OSHA
Approve demolition plan and any hazardous material abatement.	City Health Department (Environmental Services Bureau)

APPENDIX 5
D&C STANDARDS

APPENDIX 6

DESIGN-BUILD WORK REVIEW PROCEDURES

1. GENERAL

1.1 Purpose. The purpose of this Appendix is to set forth the procedures for the City's and the Port's review of each aspect of the Design-Build Work to verify that the Project has been designed and constructed in accordance with the Contract Standards.

1.2 Communication Between the Parties. The Project Company shall submit five copies of a draft Communication Plan for review and comment by the City and the Port no later than 14 days after the date of Financial Close. The Communication Plan shall include Project Company, Port and City phone numbers, facsimile numbers, e-mail addresses, and points of contact. The Communication Plan shall be organized as a directory available to Project Company, Port and City personnel and shall outline points of contact under various circumstances, including emergencies. The City and the Port shall review the draft Communication Plan and return comments within 21 days of the initial submittal. Twenty-one days following the return of comments on a draft Communication Plan, the Project Company shall submit to the City and the Port five copies of a final version of the Communication Plan incorporating the City's and the Port's requested changes. The Communication Plan shall be updated and resubmitted semi-annually or sooner if needed to remain current during the Design-Build Period.

1.3 Meetings. The Project Company shall hold meetings on a weekly basis that are separate from and in addition to job progress meetings, and shall prepare correspondence, and make any other arrangements to coordinate the Design-Build Work. Coordination meetings may include review of the Project Schedule and installation procedures of other contractors to identify potential conflicts, allocation of space on the Project Site, drawing/design interchange among contractors, establishment and modification of schedules and sequences of construction operations, and planning of future meetings.

1.4 Senior Lenders' Technical Advisor Participation in Meetings. The meetings described in Sections 1.3, 4.5, 5.1 and 5.2 of this Appendix may be attended by the Senior Lenders' technical advisor.

2. PROJECT SCHEDULE AND SCHEDULING

2.1 Initial Project Schedule. Attached as Attachment 6A to this Appendix is the initial project schedule (the "Project Schedule"), which the parties have relied upon in entering into this Project Agreement.

2.2 Project Schedule Updates. The Project Company shall, as required from time to time until the Project Occupancy Date, but no less than once per calendar month, in consultation with the City and the Port, update the Project Schedule so that it is at all times an accurate, reasonable and realistic representation of the Project Company's plans for the completion of the Design-Build Work in accordance with the requirements of this Project Agreement. The updates shall include:

- (a) adjustments resulting from Relief Events and Design Requirement Changes, if any, as permitted by this Project Agreement;
- (b) as the design progresses, best estimates of:

- (i) the start and completion dates for the design phases described in this Appendix; and
- (ii) the commencement of construction in respect of each Facility;
- (c) the planned start and completion dates of the major activities and milestones of construction in respect of each Facility;
- (d) the estimated date on which the Occupancy Date in respect of each Facility is expected to occur; and
- (e) any delays to activities on prior Project Schedules.

The Project Company shall deliver an updated Project Schedule monthly to the City, the Port and the Independent Building Expert and upon delivery the updated Project Schedule (the “Updated Project Schedule”) shall be the Project Schedule under this Project Agreement in substitution for the previously issued Project Schedule.

2.3 Failure to Update Project Schedule. If the Project Company fails or refuses to deliver an Updated Project Schedule as required under Section 2.2 of this Appendix, then such failure or refusal shall be deemed to be a breach of the Project Company’s obligations under this Project Agreement.

2.4 Compliance with Project Schedule. The Project Company shall undertake the Design-Build Work of the Project in compliance with the Project Schedule and each Updated Project Schedule.

3. PROJECT COMPANY DESIGN PROCESS

3.1 Phases Generally. The Project Company shall cause the Design-Builder to undertake the design in phases progressively, with each phase capturing the information and detail provided in a previous phase.

3.2 Design Development Phase. The D&C Standards contained within Appendix 5 shall be the starting point for the Design Development Phase. This phase (the “Design Development Phase”) shall include drawings and other documents, including a site plan, elevations and sections, together with a written Facility brief detailing area calculations, building systems and outline specifications, to fully describe the size and character of the entire Facility including the architectural, structural, mechanical, and electrical systems, materials and other elements to fully describe the Project. The Project Company shall produce up to three interior test-fit design alternatives, consisting of plan sketches for each floor of the City Hall Building and the Port Headquarters Building. Design development drawings shall be delivered by the Project Company to the Owner of such Facility for:

- (a) review and comment when the design development drawings are approximately 50% complete (the “50% Design Documents”); and
- (b) review, comment and approval when the design development drawings are approximately 100% complete (the “100% Design Documents”).

The Project Company shall deliver the 50% Design Documents and then later the 100% Design Documents to the Owner and the Independent Building Expert. The Independent Building Expert shall

verify that the 50% Design Documents and later the 100% Design Documents comply with the D&C Standards (as modified to reflect changes to the Design Requirements agreed upon by the parties pursuant to Article 7 of this Project Agreement as to certain deviations) (“Agreed-Upon Design Deviations”). Within thirty (30) days after delivery of the 50% Design Documents and then later the 100% Design Documents, in both instances to the Independent Building Expert, the Independent Building Expert shall issue a report that sets forth the specific instances in which the 50% Design Documents and then later the 100% Design Documents do not comply with the D&C Standards (as modified by the Agreed Upon Design Deviations) (the “Design Noncompliance Items”) or certifying that the 50% Design Documents and later the 100% Design Documents comply with the D&C Standards. Concurrently with the review by the Independent Building Expert, the Owner shall review and comment upon such documents and, with respect to the 100% Design Documents only, specify its approval or conditions for approval with regard to such documents. Upon receipt by the Project Company of the Independent Building Expert’s report and the Owner’s comments, the Project Company shall acknowledge the Independent Building Expert’s report and the Owner’s comments and integrate the agreed upon comments into subsequent Design Documents to eliminate the Design Noncompliance Items, except to the extent that the parties agree to one or more Agreed Upon Design Deviations. The Project Company shall continue with the design of the Facilities while the 50% Design Documents and later the 100% Design Documents are under review by the Independent Building Expert and the Owners and shall incorporate the Independent Building Expert’s and the Owner’s comments with respect to the 50% Design Documents and later the 100% Design Documents into subsequent issuances of the Design Documents or Construction Drawings, respectively. The Project Company shall then be responsible for incorporating comments on the 50% Design Development Documents into the 100% Design Documents and then later incorporating comments from the 100% Design Documents into the 50% Complete Documents to eliminate the Noncompliance Items, except to the extent the parties agree to one or more Agreed Upon Deviations. The Project Company shall submit with such Design Documents documentation as to the resolution of Independent Building Expert’s report or Owner’s comments to the Independent Building Expert for confirmation that Independent Building Expert’s and the Owner’s comments have been incorporated into subsequent design deliverables. The Independent Building Expert shall confirm to the Owner that any required corrections have been or will be made to the design deliverables as documented by the Project Company in the 50% Complete Documents. The City, the Port and the Project Company acknowledge and agree that the approvals documented in the 100% Design Documents together with any corrections noted in the Independent Building Expert’s report (collectively, the “Design Development Drawings”) shall constitute the agreement of the parties as to specific changes to the Contract Standards, including any changes to the Contract Standards as contemplated by Section 7.1(B) (Project Company Control of the Design-Build Work; No City or Port Responsibility) of this Project Agreement, so that the Design Development Drawings satisfy all of the Contract Standards and are the basis upon which subsequent design work will continue. Owner approvals required and associated timelines for the Design Development Drawings will be further specified in the Document Submittal Protocol.

3.3 Construction Drawings Phase. The Design Development Drawings shall form the basis for Construction Drawings. This phase shall include construction documents consisting of drawings and specifications describing in detail the requirements for the construction of each Facility for review, comment and approval (such approval not to be unreasonably withheld, conditioned or delayed), delivered to the Owner of such Facility when the Construction Drawings of such Facility are:

- (a) approximately 50% complete (the “50% Complete Documents”); and
- (b) approximately 95% complete (the “95% Complete Documents”),

and delivered in a timely way in advance of construction with sufficient detail to permit the Owner to understand and assess the design of such Facilities (the “Construction Drawings”). In addition to the 50%

Complete Documents and the 95% Complete Documents, the Project Company may submit breakout design and permitting packages for specific components of the Facilities where such early submission of such design and permitting packages may expedite the design and permitting process. At such time as all or a portion of the 50% Complete Documents in respect of a Facility and then later the 95% Complete Documents in respect of a Facility are completed, the Project Company shall deliver such 50% Complete Documents and then later such 95% Complete Documents to the Owner and the Independent Building Expert. The Independent Building Expert shall verify that the 50% Complete Documents and then later the 95% Complete Documents comply with the Design Development Drawings, including resolution of Independent Building Expert's report and Owner's comments and the D&C Standards (as modified to reflect changes to the Design Requirements agreed upon by the parties pursuant to Article 7 of this Project Agreement as to certain deviations (the "Agreed-Upon Deviations")). Within 30 days after delivery of the 50% Complete Documents and then later the 95% Complete Documents to the Independent Building Expert, the Independent Building Expert shall issue a report that sets forth the specific instances in which the 50% Complete Documents and then later the 95% Complete Documents do not comply with the Design Development Drawings and the D&C Standards (as modified by Agreed-Upon Deviations) ("Noncompliance Items") or certifying that the 50% Complete Documents and then later the 95% Complete Documents comply with the Design Development Drawings and the D&C Standards. Concurrently with the Independent Building Expert's review, the Owner shall review and comment upon such documents and specify its approvals or conditions for approvals with regard to such documents (such approval not to be unreasonably withheld, conditioned or delayed). The Project Company shall then be responsible for incorporating comments on the 100% Design Development Documents into the 50% Complete Documents and then later incorporating comments from the 50% Complete Documents into the 95% Complete Documents to eliminate the Noncompliance Items, except to the extent the parties agree to one or more Agreed Upon Deviations. Once the 95% Complete Documents have been so revised, the revised set shall be submitted to the Independent Building Expert and the Owner for confirmation that any required corrections have been made. Once the Project Company has received all Design-Build Governmental Approvals with respect to a Facility (except for such Design-Build Governmental Approvals which are not required for the commencement of construction of the applicable portion of a Facility) the construction documents shall be deemed to be the "Final Documents". The City, the Port and the Project Company acknowledge and agree that the Final Documents shall constitute the agreement of the parties as to specific changes to the Contract Standards, including any changes to the Contract Standards as contemplated by Section 7.1(B) (Project Company Control of the Design-Build Work; No City or Port Responsibility) of this Project Agreement, so that the Final Documents satisfy all of the Contract Standards. The Project Company shall be required to perform the construction in accordance with the Final Documents.

3.4 Documentation Generally. In each phase the Project Company shall provide to the Owner the level of detail and documentation that an owner would customarily receive for a facility similar to the Project in accordance with Best Design-Build Practice.

3.5 Conditions to Issuance of Construction Drawings. The Project Company shall only issue drawings and specifications for construction purposes based on drawings and specifications that have been reviewed by the Owner's design representative or with respect to drawings for which the Owner's right of review and comment has been deemed to have been waived under this Appendix or this Project Agreement.

3.6 Advisory Group Consultations. The design must be carried out with appropriate consultation with representatives of the Owner-designated project advisory group.

3.7 Document Control and Coordination. The Project Company shall ensure that all documentation submitted to the Owner as part of the design process:

- (a) indicates the design phase to which it relates;
- (b) describes and explains changes from the Design Requirements; and
- (c) is provided in a format and number of copies reasonably acceptable to the Owner.

3.8 Mock Ups. The Project Company shall prepare “mock ups” of the elements of the City Facilities and the Port Facilities included in the Project Company’s design in accordance with the Design Requirements for the Owner’s comment and review. Mock-ups will include the following elements:

- (a) curtain wall visual mock-up (300 sf) for City Hall Building and Port Headquarters Building condition (including color alternatives);
- (b) curtain wall performance mock up (City Hall Building and Port Headquarters Building);
- (c) terrazzo, each color – 4’x4’;
- (d) exterior paving including the various joints, 4’x4’ for each type;
- (e) bathroom tile, and grouting, 4’x4’;
- (f) polished concrete in the City Hall Building, Port Headquarters Building and Library, 4’x4’ for each type;
- (g) glu lam beam and column connections;
- (h) Council Chamber Dias, Port 1st floor ‘backup’ Dias and Library Main Desk, constructed of plywood and other rough materials, solely for sight lines and relationships (including dias screens and control outlines as the case may be);
- (i) 4’x4’ wood slat wall panels with and without acoustic panel backing for each of the City Council chamber, City Hall Building and Port Headquarters Building lobbies, Level 11, and including base transition;
- (j) 4’x4’ solid surface wall panel / jointing at City Hall Building and Port Headquarters Building elevator lobbies (Level 1 and Level 2; Port Headquarters Building - Level 11), and including base transition; and
- (k) furniture manufacturer’s workstation / office configurations to be installed at the Owner’s existing facilities, including:
 - (i) workstation type B (standard) / standard workstation B 8’ x 8’ (64SF);
 - (ii) medium office / private office 12.5’ x 12’ (150SF); and
 - (iii) large office / 15’ x 15’ (225SF).

3.9 Samples. The Project Company shall provide material samples of the elements of the Project Company’s design in accordance with the Design Requirements for the Owner’s comment and review. Samples will include the following elements:

- (a) paint;
- (b) handrail glass;
- (c) handrail fittings;
- (d) office glass - side-lite and clerestory;
- (e) curtain wall colors;
- (f) LED light fixture at roof line; and
- (g) chambers seating.

3.10 Document Submittal Protocol. No later than 30 days following the date of Financial Close, the Project Company shall submit to the City, the Port and the Independent Building Expert a document submittal protocol (“Document Submittal Protocol”). The Document Submittal Protocol shall identify the key document submittal packages to be prepared by the Project Company, the expected submittal dates to the City, the Port and the Independent Building Expert and the expected dates for City, Port and Independent Building Expert responses, which shall be based on and consistent with the Project Schedule. The Document Submittal Protocol shall require the Project Company to submit an electronic file in agreed upon format and five reproducible paper versions and shall also require the Project Company to distribute the document submittals as directed by the City and the Port. The Document Submittal Protocol shall identify approvals required and response times required for each document. The Document Submittal Protocol shall be subject to the approval of the City and the Port, such approval not to be unreasonably withheld, conditioned or delayed.

4. CITY, PORT AND INDEPENDENT BUILDING EXPERT DESIGN REVIEW

4.1 Integrated Design Review Procedures. In accordance with the terms and conditions of this Project Agreement, the Independent Building Expert shall review the Project Company’s Design Development Drawings and Construction Drawings for compliance and consistency with the D&C Standards (as modified by the Agreed-Upon Design Deviations and the Agreed-Upon Deviations). The Owner’s proprietary design review input to the design process shall be solicited by the Project Company on an integrated basis as the Design-Build Work is being performed. The Owner shall make reasonable efforts to bring staff or representatives with review and decision-making authority to the work sessions as requested and scheduled by the Project Company. The Project Company shall provide the Owner with advance notice of the work sessions and agenda topics to facilitate the Owner’s scheduling of the appropriate participants for the work sessions.

4.2 Changes to Design Requirements. Any change to the Design Requirements (regardless of prior oral discussion) must be clearly identified by the Project Company in its cover letter that transmits the submittal. Any such change shall comply with the requirements set forth in Article 7 of this Project Agreement, as applicable.

4.3 Time for Owner Review and Approval. The Owner shall complete its review of each submittal in a timely manner in accordance with the Document Submittal Protocol, or otherwise within the time periods set forth in Section 28.9 (City and Port Approvals and Consents) of this Project Agreement. The Project Company and the Owner shall periodically review the Document Submittal Protocol, which defines key submittals and the target submittal dates, and develop a submittal review schedule for each submittal based on the content and criticality of the submittal. If the Owner does not

respond to a request for review or comment within the time periods specified in the Document Submittal Protocol (or if not specified in the Document Submittal Protocol then as specified in Section 28.9 (City and Port Approvals and Consents) of this Project Agreement), the Owner's right of review or comment shall be deemed waived and the submittal shall be deemed to be approved in accordance with the provisions of the last sentence of Section 7.1(B) (Design-Build Work Generally) of this Project Agreement. All requests for review shall clearly state the deadline upon which the recipient has to respond. Nothing in this Section shall prevent the Owner from conducting a subsequent review raising a question as to whether the submittal was in compliance with the Design Requirements. If the submittal is determined not to be consistent with the Design Requirements, the Owner shall have the right to require the Project Company to make any necessary changes to the Design-Build Work as a City-directed Design Requirement Change or Port-directed Design-Requirement Change, as the case may be, under Section 7.11 (Design Requirement Changes Made at City or Port Direction) of this Project Agreement.

4.4 Time for Project Company Response. For each submittal, the Owner shall provide written comments in a tabular summation as to any concerns, problems, or non-compliance of such submittal with the applicable Contract Standards. The tabular summation shall be on a form created mutually by the Project Company, the Port and the City, with provisions on the form for the Project Company's responses. The Project Company shall provide a written response to the Owner's comments within the time periods set forth in the Document Submittal Protocol, or otherwise within 10 Business Days of receipt of the Owner's comments, primarily through use of the tabular summary form, including documentation of responses and agreed upon action items.

4.5 Design Progress Meetings. For the purpose of facilitating the design and design review process, the Project Company shall schedule design progress meetings with the Owner on a routine basis and at least bi-weekly (every two weeks) throughout the design development period. Any outstanding review comments not satisfactorily resolved shall be transferred to an issues tracking form by the Project Company for subsequent follow-up. The primary purpose of these meetings shall be to discuss overall design progress, the conformance of the design to the Design Requirements, and to address outstanding issues arising from the review and response process. The status and issues of related permitting and early construction activities may also be included as agenda items for each design progress meeting. These meetings shall be held in a convenient site in the City acceptable to the City and the Port. Project Company representatives with responsibility for design shall participate in the meeting. Similarly, the City and the Port shall be appropriately represented by individuals with knowledge and authority for decision making at the meeting. Design progress meetings may coincide with construction progress meetings.

4.6 Design Submittals During Construction. It is anticipated that there could be some redesign or design clarifications needed during construction. This continuing design effort shall be subject to the Owner's review for compliance and consistency with the applicable Design Requirements in the same manner as set forth in Section 3 of this Appendix. Material design changes to a particular Design Document performed following the issuance of the Design Document for construction shall be issued under a Design Change Notice ("DCN") process that accurately tracks and documents changes to the design. No later than 30 days prior to initiation of construction, the Project Company shall submit to the Owner additions to the Document Submittal Protocol to include the DCN process. The DCN process shall include provisions for the Owner to be provided with all DCNs in a timely manner to allow review, comment, and, where appropriate, approval in the same manner as set forth in Section 3 of this Appendix. Design clarifications shall be issued in a timely manner using a similar procedure. If a DCN requires a material change from what was reflected in the applications for Governmental Approvals, the DCN must be approved by the appropriate Governmental Body if required by Applicable Law.

4.7 Design Change Authority. The Project Company shall be responsible for providing design changes to the Design Documents to the extent necessary to complete the Project in accordance with this Project Agreement and the Design Requirements. All such material changes shall be implemented in accordance with the DCN process described above, in accordance with Section 3 of this Appendix, and in compliance with Article 7 of this Project Agreement. No DCN shall operate to change the Design Requirements unless approved by the Owner in writing. Any DCN which requests a change to the Design Requirements shall be subject to the Owner's rights under Article 7 of this Project Agreement.

4.8 Other Design Changes. The procedures to be followed for incorporating design changes made due to Relief Events or design changes at Owner direction are specified in Sections 7.10 (Design Requirement Changes Made Due to Relief Events) and 7.11 (Design Requirement Changes Made at City or Port Direction), respectively, of this Project Agreement.

5. CONSTRUCTION MEETINGS AND REPORTS

5.1 Preconstruction Conference. The Project Company, as part of its activities under the DB Quality Management Plan required under Section 6 of this Appendix, shall hold a preconstruction conference in the City prior to commencement of construction of each Facility, and shall also hold pre-installation meetings in the City as appropriate. The Project Company shall prepare an agenda which shall be reviewed with the Owner and shall preside at the conference, contribute appropriate items for discussion, provide any data requested, record minutes to summarize significant proceedings and decisions, and distribute the minutes to all parties in attendance. The agenda shall include, but shall not necessarily be limited to the status of the following items:

- (a) designation of responsible personnel during the Design-Build Period;
- (b) Project Contractors and Subcontractors, and their roles on the Design-Build Work;
- (c) coordination with other contractors and projects;
- (d) Project Schedule;
- (e) procedures for Project Company submittals and Owner review;
- (f) schedule of Project Company submittals;
- (g) processing of requests for information and clarification;
- (h) Required Design-Build Period Insurance;
- (i) Project Company's site-specific health and safety plan;
- (j) security;
- (k) housekeeping.
- (l) field offices;
- (m) record drawings;
- (n) proposed construction start date;

- (o) Governmental Approvals;
- (p) emergency telephone numbers;
- (q) temporary utilities/utilities coordination; and
- (r) any other Design-Build Work-related items.

The preconstruction conference shall be scheduled by the Project Company at a time reasonably acceptable to the Owner and shall be attended by the Project Company's Program/Project Manager, a representative from the Project Company's Project executive team (if requested by the Owner), the Project Company Construction Superintendent, the Design Manager, the QA/QC Manager, a representative of the FM Contractor (in meetings pertaining to the FM Facilities only), and the Project Company's principal Subcontractors and suppliers as the Project Company deems appropriate. Other attendees may include, with the agreement of the Project Company and Owner representatives of the Owner and other Governmental Bodies with jurisdiction over the Design-Build Work, any other contractors whose work affects or is affected by construction of the Project, and others as deemed appropriate by these parties.

5.2 Construction Progress Meetings. The Project Company shall schedule, hold, and facilitate regular biweekly (every other week) progress meetings from the time mobilization for construction commences through Final Completion and at other times if requested by the Owner or as the Project Company deems necessary. The progress meetings shall be attended by the Project Company Construction Superintendent, and the Project Company's principal Subcontractors and suppliers, as the Project Company deems appropriate. The Program/Project Manager, the Design Manager, and representatives from the Project Company's Project executive team shall attend construction progress meetings periodically and as requested by the Owner. Other attendees may include any other contractors whose work affects or is affected by construction of the Project, and others deemed appropriate by these parties. The City and the Port shall attend the biweekly progress meetings. Construction progress meetings shall be held at the City Site.

5.3 Progress Meeting Agendas. At such meetings, discussions shall be held concerning all aspects of the Design-Build Work including, but not limited to, schedule of work, coordination of work with others, extra Design-Build Work, permits and Design-Build Work submittals, and any test results. The Project Company shall prepare an agenda, preside at meetings, record minutes to include significant proceedings and decisions, and distribute the minutes to all parties in attendance within 14 Business Days of the meeting. The agenda shall include, but shall not necessarily be limited to, the status of the following matters:

- (a) summary notes of previous meeting;
- (b) progress since last meeting (Project Company and Subcontractors);
- (c) schedules, including planned progress for next six weeks, off-site fabrication and delivery schedules; corrective action measures, if required;
- (d) problems, conflicts and observations;
- (e) Change Orders and Project Agreement Amendments;
- (f) status of submittals;

- (g) requests for information;
- (h) quality standards and control;
- (i) QA/QC status and issues;
- (j) coordination between parties;
- (k) safety concerns, accidents, and injuries;
- (l) visits of regulatory agencies;
- (m) public affairs and concerns of nearby residents;
- (n) tours;
- (o) environmental issues;
- (p) record drawings;
- (q) other business; and
- (r) next meeting date.

5.4 Monthly Progress Reports. Monthly progress reports required to be submitted by the Project Company shall include:

- (a) a summary of Design-Build Work activities during the reporting month;
- (b) a four week look-ahead schedule of upcoming Design-Build Work activities;
- (c) a listing of submittals delivered during the reporting month and their status;
- (d) a listing of submittals scheduled for delivery the following month;
- (e) the Project Company's verification that the record documents have been updated as appropriate;
- (f) a summary of progress towards obtaining Governmental Approvals;
- (g) a listing of any violations of Governmental Approvals or Applicable Law and actions taken or to be taken to eliminate any subsequent violations;
- (h) a listing of issues needing resolution;
- (i) a listing of all telephone calls received during the reporting month involving material inquiries or complaints;
- (j) Project Schedule updates; and
- (k) the Project Company's plan for accelerating the schedule to meet the Scheduled Occupancy Date in respect of a Facility should the Project Company's progress-to-date

indicate that the Project Company’s Design-Build Work for a particular Facility is behind schedule (as adjusted for extensions of time permitted under this Project Agreement).

The monthly progress report shall also provide a description of any concerns or issues raised regarding the Design-Build Work and the Project Company’s approach to promptly addressing the issue. The monthly progress report shall also include a section containing health and safety statistics. The format of the report shall be approved by the City and the Port.

5.5 Project Records. Notwithstanding any other provision of this Project Agreement:

- (a) Record Drawings and Specifications: The Project Company shall:
 - (i) throughout the construction, update the Design Documents (with respect to the drawings, such update shall be in hard copy and “CAD” in Auto CAD or MicroStation or other electronic format reasonably acceptable to the Owner’s design representative, including approved shop drawings that are available from Project Contractors and Subcontractors in CAD format, so as to produce accurate and complete record documents for the Project);
 - (ii) as requested from time to time during the construction, make available such record drawings and specifications to the Owner’s design representative for review to permit the Owner’s design representative to monitor the Project Company’s compliance with the requirements of this Section;
 - (iii) provide a hard copy of the completed record drawings and specifications to the Owner’s design representative as a condition to Final Completion; and
 - (iv) provide an electronic copy of the completed record drawings and specifications in MicroStation format to the Owner’s design representative.
- (b) Maintenance Manuals: The Project Company shall:
 - (i) as a condition to Final Completion, make available all maintenance manuals, specifications, warranties and related information, in either written or electronic form, for all the equipment and systems that have been included in the Design-Build Work of the Project for review by the Owner’s design representative; and
 - (ii) organize and store such information in accordance with Appendix 12 (Reports and Records);
- (c) Design Records: The Project Company shall retain records of the design development;
- (d) Minutes of Meetings: The Project Company shall retain minutes of meetings between the Owner and the Project Company relating to the Design-Build Work, and shall circulate such minutes to the Owner’s design or construction representative for review and comment;
- (e) Inspection Reports and Tests Results: The Project Company shall retain official reports and certified test records of all inspections and tests which were undertaken as part of the construction;

- (f) Utility Plans: The Project Company shall retain utility plans for the Project and the Project Site;
- (g) Landscape and Irrigation Plans: The Project Company shall retain landscape and irrigation plans for the Project and the Project Site;
- (h) Copies of all Governmental Approvals: The Project Company shall retain copies of all Governmental Approvals for the construction and occupation of the Project;
- (i) Signed DB Quality Management Plan: The Project Company shall retain a signed copy of the DB Quality Management Plan for the construction and all records of the quality assurance program implemented as required by this Project Agreement;
- (j) LEED Certifications and Records: The Project Company shall provide to the City and Port all LEED certification documents, submittals, scorecards, and other related documents; and
- (k) Documents Pertaining to the Port Facilities: The Project Company shall provide to the Port complete submittals, documents, electronic files, training, manuals, software, data and other requirements such that the Port will have all documentation, data and training to fully maintain its own Facilities.

6. QUALITY MANAGEMENT

6.1 Quality of the Design-Build Work. The Project Company is solely responsible for the quality of the Design-Build Work and acknowledges that a comprehensive quality management system is critical for the proper and timely completion of the Design-Build Work.

6.2 The Project Company's Quality Consultant. The Project Company shall retain a qualified expert in quality management ("Project Company's Quality Consultant") to develop a DB Quality Management Plan.

6.3 DB Quality Management Plan. Within 15 Business Days of Financial Close, the Project Company shall deliver to the City and the Port a draft quality management plan (the "DB Quality Management Plan"). The plan shall describe the implementation of the quality control system applicable to such plan. The City and the Port may, within 30 days of receipt of the DB Quality Management Plan provide comments on it to the Project Company and the Project Company shall, acting reasonably, take account of the comments in finalizing the DB Quality Management Plan. The Project Company shall promptly implement and strictly comply with the DB Quality Management Plan as recommended by the Project Company's Quality Consultant.

6.4 Reporting. The Project Company shall deliver to the City and the Port, a monthly report of the DB Quality Management Plan, in each case prepared by the Project Company's Quality Consultant covering all aspects of the Design-Build Work completed in the reporting period. The Project Company shall highlight any deficiencies identified and corrective actions taken to address such deficiencies during the period covered by such report.

6.5 Quality Review by the City and the Port. Each of the City and the Port may, at its discretion, perform its own audits of the DB Quality Management Plan. For that purpose, the Project Company shall make available for review by the City, upon request from the City, and the Port, upon request from the Port, all records relating to the DB Quality Management Plan.

6.6 Independent Quality Assurance by the Independent Building Expert. The Independent Building Expert shall conduct planned and systematic actions necessary to provide assurance to the City, the Port and the Project Company that the quality of the Facilities conforms with the requirements of the D&C Standards, Best Design-Build Practice, and Applicable Law. To perform the independent quality assurance, the Independent Building Expert shall utilize quality control tests performed by the Project Company in the Independent Building Expert's acceptance decision. To the extent such tests are performed by a professionally licensed independent third party laboratory, the Independent Building Expert may rely on such tests. Otherwise, these quality control test results will be independently verified by the Independent Building Expert. Such verification by the Independent Building Expert shall include both random independent sampling and testing at a rate of 5% of the quality tests performed by the Project Company and statistical validation of both sets of results. Within 60 Business Days of Financial Close, the Independent Building Expert shall deliver to the City, the Port, and the Project Company a draft Independent Quality Assurance Plan, which shall cover all phases of design development and construction of the Design-Build Work. Such plan shall be reviewed and agreed upon by both the Owner and the Project Company. The plan shall describe the implementation of the independent quality assurance system. The City, the Port, and the Project Company may, within 30 days of receipt of the draft Independent Quality Assurance Plan provide comments on it to the Independent Building Expert and the Independent Building Expert shall, acting reasonably, take account of the comments in finalizing the Independent Quality Assurance Plan. The Independent Building Expert shall promptly implement and strictly comply with the Independent Quality Assurance Plan until Final Completion of all the Facilities.

7. ENVIRONMENTAL REVIEW AND PROTECTION

7.1 Wildlife and Protected Species Surveys and Protection. If required by any Governmental Approval, the Project Company shall develop and comply with a plan to avoid disturbing protected species that may be affected during the performance of the Design-Build Work.

7.2 Hazardous Substances Management Program. The Project Company shall develop and maintain written Hazardous Substances management program that includes as a minimum, but is not limited to, the requirements specified in this Section (Hazardous Substances Management Program). A copy of the Hazardous Substance Management Program shall be submitted to the City and the Port. The interests of the City and the Port are that accidental spill, site contamination, and injury of personnel on the Project Site are avoided. The City and the Port shall notify the Project Company of suspected violations. If in the opinion of the Owner, the Project Company fails to address the suspected violations in a timely and appropriate manner, the Owner shall notify all appropriate Governmental Bodies, report the suspected violations to them, and request that they inspect the Project Company's operations. Any fines that may be levied against the Owner for violations relating to Project Company Hazardous Substances shall be set off against the Service Fee, Port FM Fee or Port Completion Payment, as the case may be, or, if this Project Agreement is terminated or partially terminated prior to the applicable Occupancy Date, set off against the applicable Termination Payment or Partial Termination Payment. All documents required by the Hazardous Substances Management Program shall be made available to the Owner immediately upon request.

7.3 Project Company Hazardous Substances. Any Project Company Hazardous Substances shall be the responsibility of the Project Company. The Project Company shall obtain an EPA identification number for all Project Company Hazardous Substances, listing the Project Company's name and construction site address as the generator of the Project Company Hazardous Substance. The Project Company shall be responsible for the identification, analysis, profiling, documentation, reporting, transport and disposal of Project Company Hazardous Substances.

7.4 Emergency/Spill Response Plan. The Project Company shall develop an Emergency/Spill Response Plan (“Response Plan”), in a format approved by the Owner, for each Hazardous Substance or class/group of Hazardous Substances either known to be on the Project Site or intended to be brought to the Project Site by the Project Company. As a minimum, the Response Plan must address the following:

- (a) provide a description of on-site equipment available to contain and respond to an emergency/spill of the Hazardous Substance;
- (b) notification procedures, including notification to potentially impacted residents and businesses adjacent to the Project;
- (c) response coordination procedures between the Project Company, the Port and the City;
- (d) provide a hazardous substances site plan showing the location of stored Hazardous Substances and location spill containment/response equipment;
- (e) provide a description of the Hazardous Substances handling and spill response training provided to the Project Company’s employees, Project Contractors and Subcontractors;
- (f) responsibility for Hazardous Substances; and
- (g) responsibility for permitting.

8. CITY AND PORT CONSTRUCTION INSPECTION

8.1 Construction Review Intent. The Owner shall have the right, as provided in Article 7 of this Project Agreement, periodically to review and inspect construction activities and participate in construction progress meetings as needed to verify compliance with the Contract Standards. The Owner’s review and involvement in construction activities is intended to be a part of the Owner’s independent quality assurance process and separate from the involvement of the Independent Building Expert, and shall not be viewed as an additional layer or integral part of the DB Quality Management Plan.

8.2 “Or Equals”. Whenever an item of material or equipment is specified in Appendix 5 (D&C Standards) by using the name of a proprietary item or the name of a particular supplier, and is followed by the words “or equal”, material or equipment of other suppliers may be considered. The Owner shall determine, acting reasonably, the acceptability of proposed “or equal” items associated with the Project. The Project Company shall allocate adequate time in the Document Submittal Protocol for the Owner to review and approve all “or equal” items for the Project. Any delays resulting from submittal of “or equal” items later than as set forth in the Document Submittal Protocol shall be the responsibility of the Project Company. The Project Company’s design personnel shall be permitted to review proposed “or equal” suppliers for the balance of the Project.

8.3 Named Suppliers. Whenever an item of material or equipment is specified in Appendix 5 (D&C Standards) by using the name of a proprietary item or the name of a particular supplier, and is not followed by the words “or equal”, the Project Company shall provide the named material or equipment.

8.4 Functionally Equal. If, in the Owner’s reasonable discretion an item of material or equipment proposed by the Project Company for a Facility is functionally equal to that named, it may

be considered by the Owner, as the case may be, as an “or equal” item. A proposed item of material or equipment shall be considered functionally equal to an item so named if

- (a) the Owner determines that:
 - (i) it is at least equal in quality, durability, appearance, strength, and design characteristics; and
 - (ii) it shall reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; and

the Project Company certifies that it shall conform substantially, even with deviations, to the detailed requirements of the item named in this Project Agreement.

ATTACHMENT 6A
PROJECT SCHEDULE


*****Long Beach Civic Center - 2 Levels Below Grade

Activity ID	Activity Name	Original Duration	Start	Finish	2015				2016				2017				2018				2019				2020				2021			
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
*****Long Beach Civic Center - 2 Levels Below Grade					30-Nov-20, *****Long																											
Executive Summary Schedule					30-Nov-20, Executive																											
ESS1180	Due Diligence	40	05-Jan-15	27-Feb-15	Due Diligence																											
ESS1270	Out Reach Plan	0		30-Jan-15	Out Reach Plan																											
ESS1190	Basis of Design Submittal	0	20-Feb-15		Basis of Design Submittal																											
ESS1200	Site Plan Submittal + CEQA Check	0	10-Mar-15		Site Plan Submittal + CEQA Check																											
ESS1260	Schematic Design Complete for Pricing	0		15-Apr-15	Schematic Design Complete for Pricing																											
ESS1290	Detailed Design	76	16-Apr-15	30-Jul-15	Detailed Design																											
ESS1240	Schematic Design Submittal	0	15-May-15		Schematic Design Submittal																											
ESS1300	Detailed Design Complete for Pricing	0		30-Jul-15	Detailed Design Complete for Pricing																											
ESS1320	Detailed Design Pricing	40	03-Aug-15	25-Sep-15	Detailed Design Pricing																											
ESS1210	Planning Commission Target Date (CEQA Approval)	0	14-Aug-15		Planning Commission Target Date (CEQA Approval)																											
ESS1310	Detailed Design Pricing Complete for Financial Model	0		25-Sep-15	Detailed Design Pricing Complete for Financial Model																											
ESS1330	Firm Fixed Price	0		09-Oct-15	Firm Fixed Price																											
ESS1220	Board of Harbor Commissioners Approval	44	12-Oct-15	10-Dec-15	Board of Harbor Commissioners Approval																											
ESS1230	City Council Approval	45	12-Oct-15	11-Dec-15	City Council Approval																											
ESS1350	Commercial Close	0		14-Dec-15	Commercial Close																											
ESS1340	Market / Bond Sale	15	04-Jan-16	22-Jan-16	Market / Bond Sale																											
ESS1000	Existing Utilities / Cut Cap and Relocation Design & Permit	135	05-Jan-16	11-Jul-16	Existing Utilities / Cut Cap and Relocation Design & Permit																											
ESS1010	Below Grade Footprint / Shoring Design and Shoring & Grading Permit	128	05-Jan-16	30-Jun-16	Below Grade Footprint / Shoring Design and Shoring & Grading Permit																											
ESS1020	Foundations Design and Permit	205	05-Jan-16	17-Oct-16	Foundations Design and Permit																											
ESS1030	Port and City Structural Design and Permit	245	05-Jan-16	12-Dec-16	Port and City Structural Design and Permit																											
ESS1040	Construction Documents Design and Permit	285	05-Jan-16	06-Feb-17	Construction Documents Design and Permit																											
ESS1150	Library Design and Permits	199	05-Jan-16	07-Oct-16	Library Design and Permits																											
ESS1280	Financial Close	0		28-Jan-16	Financial Close																											
ESS1050	Construction Start	0	01-Jul-16		Construction Start																											
ESS1060	Mobilization	20	01-Jul-16	28-Jul-16	Mobilization																											
ESS1070	City Hall / Port Shoring and Excavation	137	29-Jul-16	06-Feb-17	City Hall / Port Shoring and Excavation																											
ESS1080	City Hall / Port Foundations	90	07-Feb-17	12-Jun-17	City Hall / Port Foundations																											
ESS1370	Below Grade Structure	168	02-May-17	21-Dec-17	Below Grade Structure																											
ESS1160	Library Construction	698	02-Aug-17	30-Jun-19	Library Construction																											
ESS1100	Port Structure	155	03-Nov-17	07-Jun-18	Port Structure																											
ESS1090	City Hall Structure	155	13-Dec-17	17-Jul-18	City Hall Structure																											
ESS1120	Port Building Envelope	80	08-Jun-18	27-Sep-18	Port Building Envelope																											
ESS1110	City Hall Building Envelope	80	18-Jul-18	06-Nov-18	City Hall Building Envelope																											
ESS1140	Port Finishes	140	28-Sep-18	11-Apr-19	Port Finishes																											
ESS1130	City Hall Finishes	140	06-Nov-18	20-May-19	City Hall Finishes																											
ESS1250	City Hall Testing and Commissioning	100	08-Feb-19	27-Jun-19	City Hall Testing and Commissioning																											
ESS1380	Port Building Testing and Commissioning	100	08-Feb-19	27-Jun-19	Port Building Testing and Commissioning																											
ESS1390	City Hall / Port Building Ready to Occupy	0		30-Jun-19*	City Hall / Port Building Ready to Occupy																											
ESS1400	Relocate City hall	20	01-Jul-19	26-Jul-19	Relocate City hall																											
ESS1410	Demo Existing City Hall	150	29-Jul-19	21-Feb-20	Demo Existing City Hall																											
ESS1360	Demo Existing Library	150	29-Jul-19	21-Feb-20	Demo Existing Library																											
ESS1170	Park Construction	201	24-Feb-20	30-Nov-20	Park Construction																											

█ Remaining Level of Effort ◆ Milestone
█ Actual Level of Effort ⇨ Summary
█ Actual Work
█ Remaining Work
█ Critical Remaining Work

Page 1 of 6

Data Date 05-Jan-15
 Run Date 09-Oct-15
 Project ID LBCC 100915



Activity ID	Activity Name	Original Duration	Start	Finish	2015		2016				2017				2018				2019				2020				2021					
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
City Procurement Schedule					118 16-Jan-15 01-Jul-15																											
CP1080	Temporary Access Agreement	0	16-Jan-15	16-Jan-15	◆ Temporary Access Agreement																											
CP1090	Community Outreach Plan	0	30-Jan-15	30-Jan-15	◆ Community Outreach Plan																											
CP1100	Preferred Proposer Due Diligence	0	27-Feb-15	27-Feb-15	◆ Preferred Proposer Due Diligence																											
CP1110	Execute Term Sheet	0	27-Mar-15	27-Mar-15	◆ Execute Term Sheet																											
CP1120	Pre-Application Meeting	0	27-Mar-15	27-Mar-15	◆ Pre-Application Meeting																											
CP1140	Completion of Site Plan Review	0	24-Apr-15	24-Apr-15	◆ Completion of Site Plan Review																											
CP1160	CEQA Compliance	0	01-Jul-15	01-Jul-15	◆ CEQA Compliance																											
Clark Procurement Schedule					368 05-Jan-15 01-Jun-16																											
CPS1030	Negotiate Agreements	210	05-Jan-15	23-Oct-15	◆ Negotiate Agreements																											
CPS1040	Site Plan Development	80	05-Jan-15	24-Apr-15	◆ Site Plan Development																											
CPS1020	Site Plan Approval	0	24-Apr-15	24-Apr-15	◆ Site Plan Approval																											
CPS1080	Demo Old Courthouse	100	14-Jan-16	01-Jun-16	◆ Demo Old Courthouse																											
Summary Schedule City Hall					950 01-Jul-16 21-Feb-20																											
SS1000	Mobilization	0	01-Jul-16	01-Jul-16	◆ Mobilization																											
SS1030	City Hall Construction	402	13-Dec-17	27-Jun-19	◆ City Hall Construction																											
SS1250	Chestnut Street Construction Complete	0	27-Jun-19	27-Jun-19	◆ Chestnut Street Construction Complete																											
SS1100	Relocate City Hall	20	28-Jun-19	26-Jul-19	◆ Relocate City Hall																											
SS1140	City Hall Ready to Occupy	0	30-Jun-19*	30-Jun-19*	◆ City Hall Ready to Occupy																											
SS1050	Existing City Hall Demo	150	28-Jul-19	20-Feb-20	◆ Existing City Hall Demo																											
SS1170	Future Development Site Ready For Construction	0	21-Feb-20	21-Feb-20	◆ Future Development Site Ready For Construction																											
Summary Schedule Port					781 01-Jul-16 30-Jun-19																											
SS1260	Dewatering	385	01-Jul-16	21-Dec-17	◆ Dewatering																											
SS1080	Port Shoring and Excavation	137	29-Jul-16	06-Feb-17	◆ Port Shoring and Excavation																											
SS1010	Port Below Grade Foundations and Structure	228	07-Feb-17	21-Dec-17	◆ Port Below Grade Foundations and Structure																											
SS1020	Port Building Construction	430	08-Nov-17	27-Jun-19	◆ Port Building Construction																											
SS1130	Port Building Ready to Occupy	0	30-Jun-19*	30-Jun-19*	◆ Port Building Ready to Occupy																											
Summary Schedule Library and Park					1189 10-May-16 30-Nov-20																											
SS1190	Existing Garage Structural Upgrades Permitted	0	10-May-16	10-May-16	◆ Existing Garage Structural Upgrades Permitted																											
SS1200	Library Structural Design Complete	0	27-Jun-16	27-Jun-16	◆ Library Structural Design Complete																											
SS1120	Existing Garage Upgrades / Prep for New Library	262	01-Aug-16	01-Aug-17	◆ Existing Garage Upgrades / Prep for New Library																											
SS1040	Library Construction	497	02-Aug-17	27-Jun-19	◆ Library Construction																											
SS1150	Library Ready to Occupy	0	30-Jun-19*	30-Jun-19*	◆ Library Ready to Occupy																											
SS1110	Relocate Library	20	01-Jul-19	26-Jul-19	◆ Relocate Library																											
SS1060	Existing Library Demo	150	29-Jul-19	21-Feb-20	◆ Existing Library Demo																											
SS1070	Park Construction South / Cedar Street Construction	200	24-Feb-20	27-Nov-20	◆ Park Construction South / Cedar Street Construction																											
SS1160	Park Construction Complete	0	27-Nov-20	27-Nov-20	◆ Park Construction Complete																											
SS1240	Cedar Street Construction Complete	0	30-Nov-20	30-Nov-20	◆ Cedar Street Construction Complete																											
Civic Center					1541 05-Jan-15 30-Nov-20																											
City Hall and Port Design					894 05-Jan-15 08-Jun-18																											
Demo / Existing Utilities					398 05-Jan-15 11-Jul-16																											
DE2000	Research existing utilities	40	05-Jan-15	27-Feb-15	◆ Research existing utilities																											
DE2010	Existing utilities cut and cap / relocation plans	54	06-Jan-16	21-Mar-16	◆ Existing utilities cut and cap / relocation plans																											

█ Remaining Level of Effort ◆ Milestone
█ Actual Level of Effort ⇨ Summary
█ Actual Work
█ Remaining Work
█ Critical Remaining Work



Activity ID	Activity Name	Original Duration	Start	Finish	2015		2016				2017				2018				2019				2020				2021												
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4							
DE2020	Existing utilities cut and cap / relocations permits	80	22-Mar-16	11-Jul-16																																			
Below Grade Footprint					30-Jun-16, Below/Grade Footprint																																		
DE2090	Below grade footprint design	58	05-Jan-16	24-Mar-16																																			
DE2040	Below grade footprint locked down	0		24-Mar-16																																			
DE2130	Shoring plan	30	25-Mar-16	05-May-16																																			
DE2140	Plan check	20	06-May-16	02-Jun-16																																			
DE2150	Address plan check comments	10	03-Jun-16	16-Jun-16																																			
DE2160	Back-check shoring plan	10	17-Jun-16	30-Jun-16																																			
DE2170	Shoring approval	0		30-Jun-16																																			
Foundations					17-Oct-16, Foundations																																		
DE2050	Design development 50%	15	05-Jan-16	25-Jan-16																																			
DE2060	Design development 100%	40	26-Jan-16	21-Mar-16																																			
DE2070	Construction documents 50%	40	22-Mar-16	16-May-16																																			
DE2080	Construction documents 100%	40	17-May-16	11-Jul-16																																			
DE2090	City plan check foundations	40	12-Jul-16	05-Sep-16																																			
DE2100	Address plan check comments	10	06-Sep-16	19-Sep-16																																			
DE2110	City backcheck foundations	20	20-Sep-16	17-Oct-16																																			
DE2120	City issue foundation permit	0		17-Oct-16																																			
Structural					12-Dec-16, Structural																																		
DE1010	Design development 50%	15	05-Jan-16	25-Jan-16																																			
DE1020	Design development 100%	40	26-Jan-16	21-Mar-16																																			
DE1030	Construction documents 50%	60	22-Mar-16	13-Jun-16																																			
DE1040	Construction documents 100%	60	14-Jun-16	05-Sep-16																																			
DE1130	City plan check structural	40	06-Sep-16	31-Oct-16																																			
DE1140	Address plan check comments	10	01-Nov-16	14-Nov-16																																			
DE1150	City backcheck structure	20	15-Nov-16	12-Dec-16																																			
DE1160	City issue structural permit	0		12-Dec-16																																			
Building Envelope					08-Jun-18, Building Envelope																																		
DE1170	Design Development	80	25-Dec-15	14-Apr-16																																			
DE1180	Design assist, permit and fabricate curtain wall (15 months)	320	17-Mar-17	07-Jun-18																																			
DE1190	Ready to start curtain wall installation	0	08-Jun-18																																				
Interiors / 100% Construction Documents					08-Feb-17, Interiors / 100% Construction Documents																																		
DE2180	Design development 50%	25	05-Jan-16	08-Feb-16																																			
DE2190	Design development 100%	50	09-Feb-16	18-Apr-16																																			
DE2200	Construction documents 50%	70	19-Apr-16	25-Jul-16																																			
DE2210	Construction documents 100%	70	26-Jul-16	31-Oct-16																																			
DE2220	City plan check 100% CD's	40	01-Nov-16	26-Dec-16																																			
DE2230	Address plan check comments	10	27-Dec-16	09-Jan-17																																			
DE2240	City backcheck interiors	20	10-Jan-17	06-Feb-17																																			
DE2250	City issue 100% construction documents permit	0		06-Feb-17																																			
MEP Coordination					24-Apr-18, MEP Coordination																																		
COOR1000	MEP Foundation coordination (starts after 50% CD)	160	26-Jul-16	06-Mar-17																																			
COOR1010	MEP Structural coordination (starts after 50% CD)	456	26-Jul-16	24-Apr-18																																			
Library and Park					07-Oct-16, Library and Park																																		
DE1070	Design development 100%	51	05-Jan-16	15-Mar-16																																			

 Remaining Level of Effort ◆ Milestone
 Actual Level of Effort ▾ Summary
 Actual Work
 Remaining Work
 Critical Remaining Work



*****Long Beach Civic Center - 2 Levels Below Grade








Activity ID	Activity Name	Original Duration	Start	Finish	2015				2016				2017				2018				2019				2020				2021			
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
					Gantt Chart Area																											
SE1070	Excavation	105	13-Sep-16	06-Feb-17	Gantt chart for SE1070: Excavation bar from Sep-16 to Feb-17.																											
Below Grade Structure					228 07-Feb-17 21-Dec-17																											
Foundations South					60 07-Feb-17 01-May-17																											
FDS1000	Foundations South	60	07-Feb-17	01-May-17	Gantt chart for FDS1000: Foundations South bar from Feb-17 to May-17.																											
Foundations North					60 21-Mar-17 12-Jun-17																											
FDN1000	Foundations North	60	21-Mar-17	12-Jun-17	Gantt chart for FDN1000: Foundations North bar from Mar-17 to Jun-17.																											
Foundation Walls 1st Lift (P3 to P1)					44 02-May-17 30-Jun-17																											
FW1000	Foundation walls 1st lift	44	02-May-17	30-Jun-17	Gantt chart for FW1000: Foundation walls 1st lift bar from May-17 to Jun-17.																											
Foundation Walls 2nd Lift (P1 to Ground Floor)					44 29-Aug-17 27-Oct-17																											
FE2000	Foundation walls 2nd lift	44	29-Aug-17	27-Oct-17	Gantt chart for FE2000: Foundation walls 2nd lift bar from Aug-17 to Oct-17.																											
Slab On Grade					52 03-Jul-17 12-Sep-17																											
SOGS1000	SOG Pour 1	17	03-Jul-17	25-Jul-17	Gantt chart for SOGS1000: SOG Pour 1 bar from Jul-17 to Jul-17.																											
SOGS1010	SOG Pour 2	17	12-Jul-17	03-Aug-17	Gantt chart for SOGS1010: SOG Pour 2 bar from Jul-17 to Aug-17.																											
SOGS1020	SOG Pour 3	17	21-Jul-17	14-Aug-17	Gantt chart for SOGS1020: SOG Pour 3 bar from Jul-17 to Aug-17.																											
SOGS1030	SOG Pour 4	17	01-Aug-17	23-Aug-17	Gantt chart for SOGS1030: SOG Pour 4 bar from Aug-17 to Aug-17.																											
SOGS1040	SOG Pour 5	17	10-Aug-17	01-Sep-17	Gantt chart for SOGS1040: SOG Pour 5 bar from Aug-17 to Sep-17.																											
SOGS1050	SOG Pour 6	17	21-Aug-17	12-Sep-17	Gantt chart for SOGS1050: SOG Pour 6 bar from Aug-17 to Sep-17.																											
B1 Decks					73 04-Aug-17 14-Nov-17																											
B1D1000	Basement Level 1 Deck Pour 1	17	04-Aug-17	28-Aug-17	Gantt chart for B1D1000: Basement Level 1 Deck Pour 1 bar from Aug-17 to Aug-17.																											
B1D1010	Basement Level 1 Deck Pour 2	17	15-Aug-17	06-Sep-17	Gantt chart for B1D1010: Basement Level 1 Deck Pour 2 bar from Aug-17 to Sep-17.																											
B1D1020	Basement Level 1 Deck Pour 3	17	24-Aug-17	15-Sep-17	Gantt chart for B1D1020: Basement Level 1 Deck Pour 3 bar from Aug-17 to Sep-17.																											
B1D1030	Basement Level 1 Deck Pour 4	17	04-Sep-17	26-Sep-17	Gantt chart for B1D1030: Basement Level 1 Deck Pour 4 bar from Sep-17 to Sep-17.																											
B1D1040	Basement Level 1 Deck Pour 5	17	13-Sep-17	05-Oct-17	Gantt chart for B1D1040: Basement Level 1 Deck Pour 5 bar from Sep-17 to Oct-17.																											
B1D1050	Basement Level 1 Deck Pour 6	17	22-Sep-17	16-Oct-17	Gantt chart for B1D1050: Basement Level 1 Deck Pour 6 bar from Sep-17 to Oct-17.																											
B1D1060	Basement Level 1 Deck Pour 7	17	03-Oct-17	25-Oct-17	Gantt chart for B1D1060: Basement Level 1 Deck Pour 7 bar from Oct-17 to Oct-17.																											
B1D1070	Basement Level 1 Deck Pour 8	17	12-Oct-17	03-Nov-17	Gantt chart for B1D1070: Basement Level 1 Deck Pour 8 bar from Oct-17 to Nov-17.																											
B1D1080	Basement Level 1 Deck Pour 9	17	23-Oct-17	14-Nov-17	Gantt chart for B1D1080: Basement Level 1 Deck Pour 9 bar from Oct-17 to Nov-17.																											
Ground Floor Decks					73 12-Sep-17 21-Dec-17																											
GFD1000	Ground Floor Deck Pour 1	17	12-Sep-17	04-Oct-17	Gantt chart for GFD1000: Ground Floor Deck Pour 1 bar from Sep-17 to Oct-17.																											
GFD1010	Ground Floor Deck Pour 2	17	21-Sep-17	13-Oct-17	Gantt chart for GFD1010: Ground Floor Deck Pour 2 bar from Sep-17 to Oct-17.																											
GFD1020	Ground Floor Deck Pour 3	17	02-Oct-17	24-Oct-17	Gantt chart for GFD1020: Ground Floor Deck Pour 3 bar from Oct-17 to Oct-17.																											
GFD1030	Ground Floor Deck Pour 4	17	11-Oct-17	02-Nov-17	Gantt chart for GFD1030: Ground Floor Deck Pour 4 bar from Oct-17 to Nov-17.																											
GFD1040	Ground Floor Deck Pour 5	17	20-Oct-17	13-Nov-17	Gantt chart for GFD1040: Ground Floor Deck Pour 5 bar from Oct-17 to Nov-17.																											
GFD1050	Ground Floor Deck Pour 6	17	31-Oct-17	22-Nov-17	Gantt chart for GFD1050: Ground Floor Deck Pour 6 bar from Oct-17 to Nov-17.																											
GFD1060	Ground Floor Deck Pour 7	17	09-Nov-17	01-Dec-17	Gantt chart for GFD1060: Ground Floor Deck Pour 7 bar from Nov-17 to Dec-17.																											
GFD1070	Ground Floor Deck Pour 8	17	20-Nov-17	12-Dec-17	Gantt chart for GFD1070: Ground Floor Deck Pour 8 bar from Nov-17 to Dec-17.																											
GFD1080	Ground Floor Deck Pour 9	17	29-Nov-17	21-Dec-17	Gantt chart for GFD1080: Ground Floor Deck Pour 9 bar from Nov-17 to Dec-17.																											
Port Building Construction					490 03-Nov-17 27-Jun-19																											
Structure Port Building					155 03-Nov-17 07-Jun-18																											
PBS1000	Structure	155	03-Nov-17	07-Jun-18	Gantt chart for PBS1000: Structure bar from Nov-17 to Jun-18.																											
Building Envelope Port Building					80 08-Jun-18 27-Sep-18																											
PBE1000	curtain wall (8 days per floor)	80	08-Jun-18	27-Sep-18	Gantt chart for PBE1000: curtain wall bar from Jun-18 to Sep-18.																											
Roof Port Building					30 17-Aug-18 27-Sep-18																											
PBR1000	Roofing	30	17-Aug-18	27-Sep-18	Gantt chart for PBR1000: Roofing bar from Aug-18 to Sep-18.																											
Interior Finishes Port Building					275 23-Mar-18 11-Apr-19																											

■ Remaining Level of Effort ◆ Milestone
■ Actual Level of Effort ─ Summary
■ Actual Work
■ Remaining Work
■ Critical Remaining Work



**** Long Beach Civic Center - 2 Levels Below Grade

Activity ID	Activity Name	Original Duration	Start	Finish	2015				2016				2017				2018				2019				2020				2021								
					Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4					
					PBI1000	MEP Rough In	198	23-Mar-18	25-Dec-18																	MEP Rough In											
PBI1010	Finishes	140	28-Sep-18	11-Apr-19																	Finishes																
Commissioning Port Building					100	08-Feb-19	27-Jun-19																														
PBC1000	Commissioning	100	08-Feb-19	27-Jun-19																																	

 Remaining Level of Effort
  Milestone
  Summary
 Actual Level of Effort
 Actual Work
 Remaining Work
 Critical Remaining Work

Page 6 of 6
 Data Date 05-Jan-15
 Run Date 09-Oct-15
 Project ID LBCC 100915



APPENDIX 7

PROJECT COMMISSIONING

1. PURPOSE

1.1 Purpose. The purpose of Commissioning is to provide a systematic process of assuring by verification and documentation, from the design phase and throughout the Term, that all Project systems perform interactively in accordance with the Contract Standards. The parties acknowledge that because many Project systems are integrated, a deficiency in one or more components can result in sub-optimal operation and performance among other components. Remedying these deficiencies can result in a variety of benefits including: (i) improved productivity of Project Users; (ii) lower utility bills through energy savings; (iii) increased satisfaction of Project Users; (iv) enhanced environmental conditions, health conditions and comfort of Project Users; (v) improved Project system and Project Equipment function; (vi) improved Project operation and maintenance; (vii) increased safety for Project Users; (viii) better Project documentation; (ix) shortened occupancy transition period; and (x) significant extension of Project Equipment and Project systems life cycles.

1.2 Minimum Requirements. This Appendix sets forth the minimum Commissioning requirements to be incorporated into the Commissioning Plan with which the Project Company is required to comply with respect to testing equipment and sub-systems as well as conducting Project operations.

2. DEFINITIONS

2.1 Definitions. In this Appendix, in addition to the definitions set forth in this Project Agreement:

“Commissioning Agent” has the meaning set forth in Section 4.1 of this Appendix.

“Commissioning Tests” means the quality assurance process implemented by the Project Company to achieve, verify and document that the planning, design, construction and operational processes and all components of the Project (including Project Equipment) are functional and in compliance with the Contract Standards.

“LEED Specialist” means the individual with Leadership in Energy and Environmental Design accredited professional status named by the Project Company and approved by the City and the Port, in their reasonable discretion.

All other capitalized terms used in this Appendix and not otherwise defined shall have the meanings given to them in Section 1.1 of this Project Agreement.

3. COMMISSIONING PLAN OBJECTIVES

3.1 Commissioning Plan. Pursuant to Section 7.18 (Commissioning and Training) of this Project Agreement, the Project Company shall prepare and submit to the Owner for its approval a detailed Commissioning Plan for the conduct of Commissioning Tests that will ensure:

- (a) the planning, design, construction and operational processes have achieved their intended outcome;

- (b) in respect of the FM Facilities, the continued efficient operation of each such Facility during the Operating Period;
- (c) all participants follow an approved plan to ensure a completed Facility will realize its intended level of comfort for Project Users and operational efficiency by the Occupancy Date for such Facility and, in respect of the FM Facilities, throughout the Operating Period;
- (d) all stakeholders in a Facility understand their responsibilities for Commissioning Tests prior to the Occupancy Date for such Facility and during Commissioning;
- (e) all Project Users will be fully familiar with the Facility and will understand their continuous role in its efficient operation;
- (f) the completed Facility allows the Project Users to carry out activities in a secure and efficient manner and achieves a balance between the circulation, proximity, appropriate room adjacencies and the security requirements for such Facility in accordance with the Contract Standards; and
- (g) in respect of the City Hall Building, the Port Headquarters Building and the Library, the intended LEED NC Gold Certification for the Facility can be achieved and maintained through the Operating Period.

4. COMMISSIONING AGENT

4.1 Commissioning Agent Background. The Project Company shall engage the services of a Commissioning Agent having technical background and in depth expertise with the Commissioning process including verification techniques, functional performance testing, system equipment and operation and maintenance knowledge (the “Commissioning Agent”). The Commissioning Agent shall be acceptable to the City and the Port and have specialized experience in commissioning recently constructed buildings of similar complexity, size and type to the City Facilities and the Port Facilities. The Commissioning Agent must be a person that specializes in building commissioning and shall be commercially independent of any person already engaged by the Project Company for provision of the Contract Services. In the event that the Project Company proposes a Commissioning Agent that the City or the Port reasonably believes cannot meet the requirements stated in this Appendix, the Project Company shall propose an alternative Commissioning Agent that is acceptable to the City and the Port. If the parties are unable to agree with the Commissioning Agent, the Commissioning Agent shall be selected in accordance with the dispute resolution procedures set forth in Article 20 of this Project Agreement.

4.2 Commissioning Agent Knowledge. The Commissioning Agent shall bring a total building commissioning perspective to the Project and be knowledgeable in (and where applicable, federal, State and local): (i) building fire codes; (ii) water-based extinguishing systems; (iii) detection systems; (iv) LEED; (v) energy efficiency imperatives; and (vi) other building requirements.

4.3 Commissioning Agent Roles. The Commissioning Agent will take the lead role in coordinating the entire Commissioning process on behalf of the Project Company, from preparation of the Commissioning Plan through to the completion of Commissioning. The Commissioning Agent shall also be responsible for all items identified in Section 6 of this Appendix relating to the Project being capable of achieving LEED NC Gold Certification. The Commissioning Agent shall be the Project Company’s only representative with respect to the Commissioning process, and shall be the only point of

contact in respect of Commissioning matters for the City, the Port and the Independent Building Expert throughout the Commissioning process.

4.4 Commissioning Agent Selection. The Project Company shall propose a person acceptable to the City and the Port who can act as a substitute for the named Commissioning Agent in the event that the Commissioning Agent is unavailable or otherwise unable to complete this role.

4.5 Commissioning Agent Restriction. The Commissioning Agent shall not be the same person as the LEED Specialist and shall be subject to the qualifications and restrictions as set forth in Section 4.1 and 4.2 of this Appendix.

5. COMMISSIONING PLAN REQUIREMENTS AND FORMAT

5.1 Purpose. The object of conducting Commissioning Tests is to provide documented confirmation that each Facility fulfills the functional and performance requirements set forth in this Project Agreement. To attain this goal, it is necessary to address all Owner requirements and criteria relating to system function, performance and maintainability as set forth in the Contract Standards.

5.2 Commissioning Plan Preparation. The preparation of the Commissioning Plan shall begin as early as practicable in the design process and shall be submitted to the Owner in accordance with Section 7.18 (Commissioning and Training) of this Project Agreement and this Appendix. Table 7-1 below provides a minimum framework for the types of requirements that shall be considered by the Commissioning Agent and the Project Company when preparing the Commissioning Plan.

Table 7-1
Minimum Commissioning Plan Requirements

<u>Category</u>	<u>Requirement</u>
Accessibility	Access and use by children, aged and disabled persons
Acoustics	Control of internal and external noise and intelligibility of sound
Comfort	Identify and document those comfort problems that have caused complaints in the past and which will be avoided in the Project (i.e., glare, uneven air distribution, water pressure, etc.)
Durability	Retention of performance over required service life
Energy	Conformance with goals for energy efficiency
Fire Protection and Life Safety	Fire protection and life safety systems
Flexibility	For future Project changes and expansions
Green Building Concepts	Sustainability concepts, including LEED certification goals
Health and Hygiene	Protection from contamination from wastewater, garbage and other

	wastes, emissions and toxic materials
Indoor Environment	Including hydrothermal, air temperature, humidity, condensation, indoor air quality and weather resistance
Maintenance Requirements	Varied level of knowledge of maintenance staff and the expected complexity of the proposed systems
Security	Protection against intrusion (physical, thermal, sound, etc.) and vandalism and chemical/biological/radiological threats
Standards Integration	Integration of approved federal, State, and local standards and requirements

5.3 Additions to Commissioning Plan. The Commissioning Plan shall also provide for Commissioning Tests to be conducted with respect to major equipment and building systems, relating to the following:

- (a) installation verification and quality checks;
- (b) start-up;
- (c) functional testing;
- (d) representative sampling, where appropriate;
- (e) acceptance reports;
- (f) deficiency documentation and correction process;
- (g) user instruction, where appropriate;
- (h) orientation, classroom and field training to be provided by the Project Company for Project Users prior to the Occupancy Date of the Facility to be commissioned, such training to be acceptable to the Owner, in its reasonable discretion. Such training and orientation shall include, among other things: security systems, audio-visual systems, communications systems and Project Equipment installed by the Project Company. Additional orientation, classroom and field training on other specific requirements regarding building orientation and security and communications systems shall also be provided by the Project Company, as requested by Owner, in its reasonable discretion;
- (i) recorded media for demonstration and training for the City, the Port and Project Users, where appropriate; and
- (j) preparation of operating and maintenance manuals for each component of a Facility and Project Equipment installed in such Facility and each complete system to be tested in such Facility, notwithstanding the fact that, in respect of the FM Facilities, the Project Company shall be responsible for such operation and maintenance during the Term.

5.4 Commissioning Standards. The Project Company shall prepare the Commissioning Plan by taking into account the Contract Standards as well as the items in Table 7-1, and the Commissioning Plan shall set forth how Commissioning Tests will be handled and managed for each Facility. In general, the Commissioning Plan shall include a discussion of the Commissioning process, schedule, team and team member responsibilities, communication structures and a general description of the systems to be tested.

5.5 Commissioning Agent Duties. The Commissioning Agent shall be engaged sufficiently early in the design process to ensure that the Project Company is eligible for all LEED credits associated with the Commissioning Tests of the Project. The Commissioning Agent shall work closely with the LEED Specialist to inform the design process, ensure Commissioning Tests requirements are considered in design selections and appropriate Commissioning Tests instructions are included in the construction specifications for each aspect of the Design-Build Work.

5.6 Monthly Reports. Prior to the commencement of the Commissioning Tests for a Facility, the Commissioning Agent shall prepare monthly reports to record the progress made on Commissioning decisions and procedures. The Project Company shall provide the Owner with at least 30 days' prior written notice of the expected initiation of such Commissioning Tests.

5.7 Commissioning Plan. The Commissioning Plan shall:

- (a) identify the names, roles, and where appropriate, the qualifications of all persons proposed to perform a role in the Commissioning process;
- (b) contain provisions which ensure successful completion of all Commissioning Tests and all other Commissioning activities required for the proper Commissioning of the relevant Facility and all Project Equipment (both prior to the Occupancy Date for such Facility and during Commissioning), to the satisfaction of the Owner and the Independent Building Expert, in their reasonable discretion;
- (c) contain provisions which will ensure successful completion of all Commissioning Tests and other Commissioning activities required prior to the Occupancy Date for such Facility, to the satisfaction of the Owner and the Independent Building Expert, in their reasonable discretion;
- (d) contain provisions which will ensure successful completion of all Commissioning Tests and other Commissioning activities during Commissioning, to the satisfaction of the Owner and the Independent Building Expert, in their reasonable discretion;
- (e) contain provisions which will ensure employment by Project Company of commissioning procedures that are prescribed by Applicable Law using methodologies so prescribed and methodologies prescribed in the Contract Standards;
- (f) contain provisions which will ensure that standards or results to be achieved in each test, for such tests to be successful, shall satisfy all standards or results applicable to such Commissioning Tests as contained in the Contract Standards and those recommended by the manufacturer of that part of the Facility or the Project Equipment with respect to which the Commissioning Tests is to be performed;
- (g) contain provisions which ensure that the Commissioning Plan shall not propose a test or procedure that deviates from any procedure, standard, or specification intended by the

Contract Standards unless specifically approved in writing by the Owner and the Independent Building Expert;

- (h) contain provisions which require that all Commissioning Tests results and copies of all certificates and Governmental Approvals received by the Project Company in connection with any Commissioning Tests shall be provided to the Owner and the Independent Building Expert;
- (i) contain an achievable schedule for the Commissioning Tests which shows the name, timing and dependencies of each step in the critical path schedule to achieve Occupancy Readiness of the relevant Facility;
- (j) ensure that the prescribed prerequisites and credits necessary for the intended LEED NC Gold Certifications can be achieved and that in respect of the City Hall Building, the Port Headquarters Building and the Library, the FM Contractor or the Port, as the case may be, can maintain such Facilities in accordance with LEED-EB Gold criteria through the Operating Period; and
- (k) contain provisions providing that where Commissioning Tests have been successfully completed as required by the approved Commissioning Plan and where such Commissioning Tests are identical to Commissioning Tests that are required to satisfy any subsequent approved Commissioning Plan requirement and such test would be redundant, the Commissioning Tests do not need to be repeated unless specifically required by a Governmental Body or Applicable Law.

5.8 Plan Structure. The suggested structure of the Commissioning Plan is set forth in Table 7-2. The Project Company may prepare a Commissioning Plan that deviates from this suggested structure. Any Commissioning Plan shall, however, be approved by the Owner, acting reasonably.

Table 7-2
Suggested Commissioning Plan Structure

<u>Section</u>	<u>Description</u>
Introduction	Purpose and general summary of the Commissioning Plan
General Project and Facility Information	Overview of the Project and the particular Facility, emphasizing key Project and Facility information and delivery method characteristics
Commissioning Scope	The Commissioning scope including which Facility assemblies, systems, subsystems and equipment will be tested
Team Contacts	The Commissioning Agent’s contact information as well as any other relevant Commissioning team member’s contact information
Communication Plan and Protocols	Documentation of the communication channels to be used throughout the Project with respect to Commissioning Tests

<u>Section</u>	<u>Description</u>
Commissioning Process	Detailed description of the specific tasks to be accomplished during the Design-Build Period and, in respect of FM Facilities, during the Operating Period
Commissioning Documentation	List of Commissioning Test documents required to identify expectations, track conditions and decisions and validate/certify performance
Commissioning Schedule	Specific sequences of events and relative timeframes, dates and durations

6. COMMISSIONING FOR LEED CERTIFICATION

6.1 LEED Requirements Preparation. Pursuant to this Project Agreement and as set forth in Appendix 5 (D&C Standards), the Project shall achieve a LEED NC Gold Certification. The Project Company shall ensure that the Commissioning process activities comply with the prerequisite criteria for fundamental building Commissioning to achieve LEED NC Gold Certification.

6.2 LEED Requirements and the Commissioning Plan. In accordance with all applicable LEED Commissioning Tests requirements, the following items shall be addressed in the Commissioning Plan for each Facility: (i) independent review of design development documents; (ii) independent review of construction documents; (iii) focused review of contractor submittals to verify compliance with requirements; (iv) an indexed systems manual; and (v) post-Occupancy Date review of the Facility.

7. EXCLUSIONS FROM THE COMMISSIONING PLAN

7.1 Exclusions from Commissioning Plan. The following items shall not be included in the Commissioning Plan:

- (a) the Broadway Garage and the Lincoln Garage (except to the extent modified by the Library construction);
- (b) City, Port and other Project Users telephone equipment that is not installed by the Project Company;
- (c) City, Port and other Project Users active electronic information technology equipment that is not installed by the Project Company;
- (d) any other City, Port or other Project User provided equipment without the Project Company’s contractual involvement; and
- (e) City, Port or other Project User leased equipment such as copiers, fax machines, printers provided without the Project Company’s involvement.

8. COMMISSIONING ACTIVITIES DURING DESIGN

8.1 Design Responsibilities. The Commissioning Agent shall be familiar with all Contract Standards and shall review the Project Company’s proposed design as it is developed to assure such design complies with the Contract Standards. The Commissioning Agent may recommend changes to ensure compliance with the Contract Standards or to improve energy efficiency, operation and maintenance and equipment reliability to the Project Company so that any necessary changes may be made by the Project Company prior to, rather than after, installation. Notwithstanding the foregoing, the Commissioning Agent is responsible for reviewing the design from a Commissioning perspective and shall not be responsible for design concepts and criteria that do not comply with the Contract Standards as such are the responsibility of the Project Company pursuant to this Project Agreement.

8.2 Scope of Review. The general scope of the Commissioning Agent’s review during the design phase shall be as set forth in Table 7-3. The design review scope set forth in Table 7-3 shall demonstrate the minimum scope to be set forth in the Commissioning Plan and shall not preclude additional review responsibilities of the Commissioning Agent agreed upon by the parties in the approved Commissioning Plan.

Table 7-3
Commissioning Agent Design Review Scope

<u>Design Aspect</u>	<u>Review Scope</u>
Certification Facilitation	Review Design Documents to facilitate project certification goals (i.e., does design meet LEED criteria)
Commissioning Facilitation	Review Design Documents to facilitate effective Commissioning Tests
Commissioning Specifications	Verify that Design Documents adequately specify Commissioning, including testing requirements by equipment type
Electrical	Review the electrical concepts and systems for possible enhancements
Energy Efficiency	Review of adequacy of the effectiveness of building layout and efficiency of system types and components for building shell, HVAC systems and lighting systems
Envelope	Review envelope design and assemblies for thermal and water integrity, moisture vapor control and assembly life, including impacts of interior surface finishes and impacts and interaction with HVAC systems
Fire Protection and Life Safety	Review the Design Documents to facilitate effective Commissioning Tests of fire protection and life safety systems and to aid in system testing to obtain any related Governmental Approvals
City Design Guidelines and Standards	Verify that the Design Documents comply with the Contract Standards

<u>Design Aspect</u>	<u>Review Scope</u>
Functionality	Ensure the design maximizes the functional needs of the Project Users
Indoor Environmental Quality	Review to ensure that system relating to thermal, visual, acoustical, air quality, comfort, and air distribution maximize comfort and are in compliance with the Contract Standards
Life Cycle Costs	Review a life cycle assessment of the primary competing mechanical systems relative to energy efficiency, operation and maintenance, indoor environmental quality, functionality, and sustainability
Mechanical	Review Design Documents to ensure flexible and efficient operation as required by the Contract Standards, including off-peak heating/cooling, air handling unit operations, size and zoning of air handling units, and thermostated areas
Operations and Maintenance	Review for effects of specified systems and layout toward facilitating operations and maintenance (equipment accessibility, system control, etc.)
Operations and Maintenance Documentation	In respect of FM Facilities, verify adequate Facility operations and maintenance documentation requirements and furnish such documentation to the Owner
City’s and Port’s Requirements	Verify that the Design Documents and, in respect of FM Facilities, the Operating Protocol comply with the Owner’s requirements set forth in this Project Agreement
Structural	Review the structural concepts and design for potential enhancements
Sustainability	Review to ensure that the building materials, landscaping, water and waste management create less of an impact on the environment, contribute to creating a healthful and productive workspace, and are in compliance with this Project Agreement
Training	Verify adequate operator training requirements

9. COMMISSIONING ACTIVITIES DURING CONSTRUCTION

9.1 Construction Responsibilities. During the course of construction activities throughout the Design-Build Period, the Commissioning goal shall be to assure the levels of quality required by the Contract Standards are satisfied. The Commissioning activities during construction shall be a well orchestrated quality assurance process and shall be set forth in the Commissioning Plan, and shall include:

- (a) installation;
- (b) start-up;
- (c) functional performance testing; and
- (d) training.

9.2 Construction Compliance with Contract Standards. The Commissioning Agent shall review those items that are critical to the focus of the Commissioning process. This review shall allow the Commissioning Agent to review the construction process for compliance with the Contract Standards. The Commissioning Agent shall only comment to the extent that there is a perceived or reported deviation from the Contract Standards, and all such comments shall be reviewed by the Project Company, the Owner and the Independent Building Expert who shall all cooperate with each other and the Commissioning Agent to ensure compliance with the Contract Standards.

9.3 Functional Performance Tests. Functional performance testing occurs after the components have been installed and the construction checklists have been completed. Functionally testing the systems of the Project as a whole evaluates the ability of the components in a system to work together to achieve compliance with the Contract Standards. The functional performance tests are the most important aspect of the Commissioning process and system troubleshooting based upon such tests shall be a critical function of the Commissioning Agent. If the Commissioning Agent discovers equipment or systems that are not performing in accordance with the Contract Standards prior to Occupancy Readiness of a Facility, the Project Company shall correct and re-test such equipment or systems pursuant to Article 8 of this Project Agreement.

10. PERFORMANCE OF COMMISSIONING TESTS

10.1 Notice and Execution of Tests. Under the direction of the Commissioning Agent, appropriately qualified personnel of the Project Company shall implement all Commissioning Tests as set forth in the Commissioning Plan. The Project Company shall give a minimum of 30 days notice as to when the Commissioning Test will begin, and shall invite the Owner and the Independent Building Expert to witness and to comment on each aspect of the Commissioning Tests up until all Commissioning Tests are fully complete (which includes all Commissioning Tests up until the end of Commissioning). The Project Company shall, together with such notice to the Owner and the Independent Building Expert, provide them with all information they may reasonably require in relation thereto, including, without limitation: (i) tests proposed; (ii) test methodology; and (iii) expected test results. In addition, the Owner and the Independent Building Expert shall be provided with full and reasonable access to all Commissioning activities to ensure they remain fully informed of the process.

10.2 Test Results. Within 15 Business Days following the last day of the Commissioning Tests performed pursuant to this Section, the Project Company shall provide the Owner and the Independent Building Expert with two copies of a written Commissioning Test setting forth the results of such Commissioning Tests, certified as true, complete and correct by the Project Company.

10.3 Commissioning Agent Not to Perform Tests. The Commissioning Agent shall not perform any of the Commissioning Tests and the Commissioning Agent's actions shall not relieve the Project Company from any of the Project Company's obligations under this Project Agreement.

11. OTHER COMMISSIONING ACTIVITIES

11.1 Other Activities. Other Commissioning activities to be performed by the Project Company shall include but not be limited to:

- (a) the implementation of building orientation and information sessions for Project Users after the Occupancy Date in respect of a Facility;
- (b) the initiation of the facilities management help desk operation and orientation of Project Users, as described in Appendix 8 (FM Standards) of this Project Agreement (with respect to the City Facilities, the Shared Facilities and the Shared Rooms) and Appendix 8A (FM Standards – Port FM Facilities) of this Project Agreement (with respect to the Port FM Facilities) of this Project Agreement, after the Initial Occupancy Date;
- (c) the review of the Project Company’s emergency procedure and life safety plans prior to the Initial Occupancy Date;
- (d) prior to the Occupancy Date in respect of a Facility, submit to the Owner and Independent Building Expert for review relevant Project records including, but not limited to:
 - (i) copies of all Governmental Approvals prior to the Occupancy Date for such Facility;
 - (ii) a certified schedule of final Facility areas calculated in accordance with the Contract Standards;
 - (iii) final Commissioning Test acceptance reports relating to Commissioning Tests conducted prior to the Occupancy Date for such Facility; and
 - (iv) record drawings relating to security systems at the Facility; and
- (e) as soon as practicable after the completion of Commissioning, but no later than 100 days after Commissioning, the Project Company shall submit to the Owner and the Independent Building Expert for review relevant Project records including, but not limited to:
 - (i) acoustical performance test reports with normal occupant loads and Project system operation, including emergency generator under load;
 - (ii) air balancing reports for the operating Facility; and
 - (iii) final Commissioning acceptance reports relating to the Commissioning Tests conducted during Commissioning.

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

The Project Company shall support the occupation of the City Hall Building and the Library by city staff outside normal hours of operation by request of such staff via a phone, online form, or other means to provide lighting and HVAC.

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 1 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 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.
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.

#	Service	Notes
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.
18	Access Control	Provision of and on-going operations and maintenance for access

#	Service	Notes
	Systems	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

Park Scope matrix	Park	Library grounds
C= City, PC= Project Company		
O&M		
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
Life Cycle		
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

IT System/Component	Project Company	City	Notes
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	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	PC		PC		PC		C		

pickup									
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;
- Provide security services in parking areas in accordance with Section 3.6; 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 as 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"> • Be compatible with the City security vendor systems for surveillance and access as mutually agreed. • Be independent of other network systems including independent switches and routers.
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

System/Component	Project Company	City	Notes
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 operating hours for the security positions are 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.
Hours: Mon-Fri: 7:00 a.m. - 5:00 p.m.; Extended p.m. hours on council/commission meeting nights.

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 council/commission meeting nights.

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.

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

Project Company shall:

- perform their 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.

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

SERVICE STANDARDS	
BUILDINGS AND BUILDING ELEMENTS	
Element	Standard
General	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.
Building Envelope, External	<ul style="list-style-type: none"> • Sound, secure and weatherproof where appropriate. • Free from damp penetration or spalling. • Claddings, copings and parapets, soffits/fascia are structurally sound and secure. • Free from pests. • Free from debris and moss growth. • Substantially free from bird droppings. • Substantially free from unsightly stains and blemishes. • 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. • Roof shall be watertight and maintained in accordance with manufacturer’s recommendations.
Building Envelope, Internal	<ul style="list-style-type: none"> • Free from structural cracks and/or deflection. • Free from damp and pests. • Free from undue damage and of reasonable appearance for location. • Free from hazardous materials. • Free from volatile off-gassing. • Substantially free from unsightly stains and blemishes. • 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.
Internal Fixtures and Fittings	<ul style="list-style-type: none"> • 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. • Signs, notices, warning signs where appropriate shall be intact, legible and illuminated where appropriate.

<p>Floor and Floor Coverings</p>	<ul style="list-style-type: none"> • The floor coverings are complete, in accordance with the D&C Standards. • The floor coverings are fully fixed to the floor so as not to cause health & safety hazard. • 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. • 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.
<p>Decorative Finishes</p>	<ul style="list-style-type: none"> • Decorative finishes are complete according to the D&C Standards. • Free from all but minor surface blemishes or undue wear and tear. Painted surfaces are free from peeling and discoloration. • Free from cracks or any other surface degradation and maintained in accordance with Best Management Practice.
<p>Artwork/Sculpture in City Facilities, Shared Facilities, and Shared Rooms</p>	<ul style="list-style-type: none"> • Secured from theft or vandalism where appropriate. • 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.

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

SERVICE STANDARDS	
BUILDING SYSTEMS	
Element	Standard
General	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.
Emergency Power Systems	<ul style="list-style-type: none"> • Standby power supply shall be operational, secure and tested regularly in compliance with applicable standards and free from dust. • 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.
Low Voltage Distribution System (Below 600V)	<ul style="list-style-type: none"> • Ratings shall be clearly marked. • Secure to authorized access only. • Recording/Monitoring instruments shall be operational. • 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. • Test all alarm functions per manufacturers' recommendations • Identification notices where necessary.
High Voltage Distribution Systems	<ul style="list-style-type: none"> • Ratings shall be clearly marked. • Secured to authorized access only. • Recording/monitoring instruments shall be operational. • Provide coordination study after initial installation and after every significant change. • Identify all current transformer and potential transformer ratios. • Thermographic scans, cleaning and re-torque of distribution systems every 3 years after Substantial Completion.
Lighting	<ul style="list-style-type: none"> • All lighting systems must be functional, safe, operate without flickering and remain within the lighting levels in the D&C Standards.
Hot & Cold Water Systems	<ul style="list-style-type: none"> • Deliver water at the specified temperatures and flow rates as required to serve the Facility needs without undue noise and vibration. • Taps, valves and other related fittings and fixtures shall function as intended. • 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. • There shall be no drips or leaks of water from pipe work, taps, valves and/or fittings.
Heating, Ventilation and Air Conditioning Systems	See Table 3
Conveying Systems	Elevators operate to the manufacturers' specifications and the D&C Standards.
Sanitary and Other Drainage Systems on Project Site	<ul style="list-style-type: none"> • Shall function as intended, without undue noise and vibration. • 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. • There shall be no leakage from sanitary and drainage systems and it shall be substantially free from odor.
Fire Management Systems	Fire extinguishers and other firefighting equipment shall be maintained in accordance with all relevant codes and standards.

<p>Communications Systems</p>	<ul style="list-style-type: none"> • The communications systems shall be maintained in accordance with all relevant codes and standards. • Fully operational within manufacturers’ recommendations and shall function as intended.
<p>Electrical Systems</p>	<ul style="list-style-type: none"> • Weatherproof where appropriate. • 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. • All equipment and wiring systems properly supported and anchored to resist gravity and seismic forces in accordance with applicable building codes. • 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.
<p>Photovoltaic Systems</p>	<ul style="list-style-type: none"> • Washing and cleaning photovoltaic panels 2 times per year; • Inspecting rack mounting equipment and testing of electrical connections once per year; • Fully operational within manufacturers’ recommendations and shall function as intended; and • 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.

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

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

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

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

Table 5: Service Standards for Lincoln Park and Civic Plaza

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

Exhibit B: 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%

KPI #	KPI	Frequency	How to Measure	Metric
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 ≤ 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 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 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

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 r
- 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 normal working 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: 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 and Port headquarters normal hours of operation (above) with the following additions:
- Further, Port Headquarters, 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 normal working 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
During Operating Hours			
Response Time	10 minutes	2 hours	24 hours
Completion Time	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 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 Port and Port Parking 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.	Vertical Transportation Systems	Provision of management of elevator service contracts as well as on-going asset upgrades to maintain operational serviceability over the term.
5.	Roofing Systems	Provision for on-going roofing maintenance and management, including renewal of roofing systems and associated components.
6.	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
7.	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

#	Service	Notes
8.	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.
9.	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 Regulatory programs.
10.	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.
11.	Photovoltaic Panels	Provision and maintenance of photovoltaic panels and inverters including washing panels and providing lifecycle replacements per the Master Maintenance Plan.
12.	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.

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	P	P	Maintenance and Life Cycle

Stations			
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	PC	PC	Broadway - hoses and extinguishers
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 elevator or 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
City/Port Underground Parking – Valet Assist Parking Service	x		n/a	n/a	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.
IT Systems		x		x	
Furniture & Equipment		x		x	Except for Project Company Activities
Security Systems – City/Port Underground Parking & Port Tower		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 Tower		x		x	Staffing and patrols

System/Component	Daily Operations, Maintenance, Minor Repairs		Lifecycle Replacements & Major Repairs		Notes
	Project Company	Port	Project Company	Port	
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	
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 tower 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 Tower	x		x		Project Company to manage this service across the campus
Elevator; Port Tower	x		x		Project Company to manage this service across the campus
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, elevator maintenance and lifecycle, cleaning and trash pick-up, lighting systems maintenance and lifecycle, dewatering and drainage systems maintenance and lifecycle.

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
Elevators	Elevators and elevator control systems; graffiti removal	Structural elements of elevator systems (such as shafts)
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
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.
Fire/Life Safety	Maintenance, operation, repair, and life cycle for the fire/life system	

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

SERVICE STANDARDS PORT FM FACILITIES	
BUILDINGS AND BUILDING ELEMENTS	
General	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.
Building Envelope, External	<ul style="list-style-type: none"> • Sound, secure and weatherproof where appropriate. • Free from damp penetration or spalling. • Claddings, copings and parapets, soffits/fascia are structurally sound and secure. • Free from pests. • Free from debris and moss growth. • Substantially free from bird droppings. • Substantially free from unsightly stains and blemishes. • 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. • Roof shall be watertight and maintained in accordance with manufacturer’s recommendations.
Fire Management Systems	<ul style="list-style-type: none"> • Fire alarm system shall be maintained in accordance with all relevant codes and standards.
Hot & Cold Water Systems	<ul style="list-style-type: none"> • 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.
Garage Surfaces	<ul style="list-style-type: none"> • Sound, safe, and even surface with no potholes. • Curbs and edgings are sound. • Road markings, signage and parking stripes are clear and complete.
Conveying Systems	<ul style="list-style-type: none"> • Elevators operate to the manufacturers’ specifications and the D&C Standards.

Exhibit B: Key Performance Indicators

KPI #	KPI	Frequency	How to Measure	Metric
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	Elevator Operations in the Port Building	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	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
3-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
5-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
6-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
7-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
8-P	Operating Procedures Plan	Plan that is in compliance with Port requirements.	Annually
9-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, elevators 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	Annually

		design parameters. Plan to include the roofing system throughout its life cycle.	
10-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, elevators and Civic Parking Garage In Scope elements.	Annually
11-P	Continuous Quality Assurance Plan	Requirements as specified in Section 1.4 of Appendix 8.	Quarterly
12-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
13-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

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 as specified herein shall be exclusive to the Project, and aggregates, if any, shall renew on an annual basis (except for Pollution Liability Insurance, 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-vitiation, 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 \$10,000,000 per claim and in the aggregate;
- (b) be on a “claims-made” basis; and
- (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; and
- (d) have a retroactive date effective before the commencement of any design.

Named Insureds: All entities providing professional design services

Additional Insured: City, Port, Project Company and Design-Builder.

1.4 Commercial General Liability. A commercial general liability insurance policy, including Waiver of Subrogation and Non-vitiating, 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 \$100,000,000 per occurrence and a \$100,000,000 aggregate limit, which requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a “follow form” or umbrella basis;

- (b) include extensions for Owners' and contractor's protective liability, broad form completed operations (minimum 24 months), cross liability, severability of interests, non-owned automobiles, tenant's legal liability, and hoist collision liability; and
- (c) be maintained throughout the Term until the Final City Occupancy Date.

Named Insureds: Project Company and Design-Builder

Additional Insureds: 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 \$25,000,000 and a \$25,000,000 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: Project Company, Design-Builder and Subcontractors

Additional Insured: 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 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 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) 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;
- (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.

APPENDIX 10

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 a Functional Unit, that the Functional Unit 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,

and for Functional Units on floors other than the ground floor at least 2 elevators are functional and operating to manufacturer’s specifications.

“Completion Period” for an Event means the amount of time if any, within which Rectification of the relevant Event in the relevant Functional Unit must be completed, and specified as such for that Event in Attachment 10A (for an Unavailability Event) or Appendix 8 (FM Standards) 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 8 (FM Standards)); 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; provided, however that in the event of an Event described in Section 2.7 (Deductions for Elevator Unavailability) of this Appendix, the subsequent Completion Period shall commence 24 hours after 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 Functional Unit for that day the Completion Period will end at the start of the next operating hours for that Functional Unit.

“Deduction” means those deductions from the otherwise applicable Service 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 City Facilities, the Shared Facilities and the Shared Rooms with respect to any Billing Period shall not exceed the amount equal to the Base Service Fee plus the Base Port Allocable FM Fee minus the Capital Fee for such Billing Period; and provided further, that to the extent that the maximum aggregate amount of Deductions exceeds the an amount equal to the Base Service Fee plus the Base Port Allocable FM Fee minus the Capital Fee for a Billing Period, such excess amount of Deductions shall be applied in the subsequent Billing Period.

“Event” means an incident or state of affairs affecting the Availability Condition of a Functional Unit or requiring FM Services to be performed (or both).

“Facility Condition Assessment” has the meaning set out in Appendix 8 (FM Standards).

“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 8 (FM Standards), 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.

“Functional Unit” means a room or space which is specified as such in Attachment 10A to this Appendix.

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

“Lower Limit” means the lower limits to the Key Performance Indicators, denoted as “LL” set forth in Exhibit B to Appendix 8 (FM Standards).

“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 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).

“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 FM Services required pursuant to this Project Agreement and shall without prejudice to the generality of the foregoing include (a) restoring all functional capability affected by the Event and (b) ensuring that any affected Functional Unit is returned to the Availability Conditions existing immediately prior to the occurrence of the Event. **“Rectified”** and **“Rectify”** should be construed accordingly.

“Response Time” has the meaning set out in Appendix 8 (FM Standards).

“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.

“Total Unavailability” occurs when Functional Units which are used for the direct provision of services with an aggregate floor area of 75% or more of a Facility are Unavailable at the same time and a Completion Period has expired with respect to each such Unavailable Functional Unit and a Completion Period has expired with respect to each Event that caused such lack of access and the Owner has not approved a mitigation plan put forward by the Project Company.

“Unavailable” or **“Unavailability”** means, with respect to a Functional Unit, that such Functional Unit is 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 Functional Units to be Unavailable.

“Unit Deduction Amounts” means the amount of the Deduction specified in Attachment 10A to this Appendix per Functional Unit for an Unavailability Event, which amounts are Index Linked.

2. DEDUCTIONS FROM SERVICE FEE

2.1 Entitlement to Make Deductions. If at any time after the Initial Occupancy Date an Unavailability Event or an FM Service Failure occurs at any of the City Facilities, Shared Facilities or Shared Rooms, 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 Service Fee for the relevant Billing Period, except that:

- (a) the maximum aggregate of all Deductions that the City can make from the Service Fee in respect of a Billing Period is the aggregate amount of an amount equal to the Base Service Fee plus the Base Port Allocable FM Fee minus the Capital Fee for that Billing Period (provided, however, that to the extent that the maximum aggregate amount of Deductions exceeds an amount equal to the Base Service Fee plus the Base Port Allocable FM Fee minus the Capital Fee for a Billing Period, such excess amount of Deductions shall be applied in the subsequent 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, and the rank of 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 FM Service Failure Becoming Unavailability Event. An FM Service Failure may become or lead to an Unavailability Event if circumstances change or the FM Service Failure continues. In such a circumstance, when the Functional Unit becomes Unavailable, the FM Service Failure will have ended (without prejudice to the FM Service Failure Deductions that have accrued to that point) and an Unavailability Event will have occurred.

2.4 Total Unavailability. When Total Unavailability occurs, there will be deemed to be an Unavailability Event for each Functional Unit that otherwise met the Availability Condition at that time and all Functional Units will continue to be deemed to be Unavailable until Total Unavailability no longer occurs.

2.5 Deductions for Unavailability Events. Subject to Sections 2.1, 2.6 and 2.10 of this Appendix:

- (a) the Deduction in respect of each Unavailability Event will be the aggregate of the Unit Deduction Amounts for all Functional Units 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 2.5(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 Attachment 10A will be multiplied by two for the fourth and each subsequent Unavailability Deduction.

2.6 Unavailable But Used. If any Functional Unit is Unavailable (including Functional Units that are deemed Unavailable under Section 2.4 of this Appendix) but the Owner continues to use it for the intended use or purpose of that Functional Unit, for the purposes of Section 2.5(b) of this Appendix the Minimum Monthly Unavailability Deduction or Unit Deduction Amount applicable to an Unavailability Deduction for such Functional Unit will be multiplied by 50%.

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

2.7 Deductions for Elevator Unavailability. If an elevator which services a Facility is Unavailable, then the Unavailability Deduction shall be calculated as set forth below;

- (a) if an elevator is Unavailable and such Unavailability is not Rectified prior to expiration of the applicable Completion Period, then the Unavailability Deduction for that elevator will be \$1000; provided, however, that on days where the City Council or Board of Harbor Commissioners meetings are being held in the council chambers, the Deduction will be \$2000 if the Unavailability persists after 12:00 pm;
- (b) if two elevators in a bank are Unavailable and such Unavailability is not Rectified prior to the expiration of the applicable Completion Period, then the Unavailability Deduction for the second Unavailable elevator will be \$3000; provided, however, that on days where City Council or Board of Harbor Commissioners meetings are being held in the

council chambers, the Deduction will be \$3500 if the Unavailability persists after 12:00 pm;

- (c) if three or four elevators in a bank are Unavailable and such Unavailability is not Rectified prior to the expiration of the applicable Completion Period, then the Unavailability Deduction for the third and fourth Unavailable elevator will be \$10,000; provided, however, that on days where City Council or Board of Harbor Commissioners meetings are being held in the council chambers, the Deduction will be \$15,000 if the Unavailability persists after 12:00 pm;
- (d) if all elevators in a Facility are Unavailable then an Unavailability Deduction of 75% of the Deduction for a Total Unavailability for such Facility will be incurred until such time as service is restored to two or more elevators.

Notwithstanding the foregoing, if an elevator is Unavailable due to maintenance that has been pre-scheduled with the City or the Port, as the case may be, there shall be no Unavailability Deduction. 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.

2.8 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 will be as follows:

- (a) for KPI’s measured with a percentage performance metric as set out in Appendix 8 (FM Standards), 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 8 (FM Standards)

% below LL of KPI	\$ deduction per percentage point
Up to 5%	\$1000 per point
>5% and <10%	\$2000 per point
>10%	\$4000 per point

- (b) for KPI’s measured by questionnaire as set out in Appendix 8 (FM Standards), where the average score of the questions is less than two the Deduction will be as shown in the table below, Index Linked for each questionnaire and will be applied according to the frequency of measurement specified in Appendix 8 (FM Standards)

Number of questions scoring less than 2	\$ deduction per questionnaire
1	\$500
2	\$1000

Number of questions scoring less than 2	\$ deduction per questionnaire
3	\$1500
4	\$3000
5	\$5000
6-10	\$5000 plus \$2000 for each question between 6-10, inclusive
11-15	\$5000 plus \$2000 for each question between 6-10, inclusive
16-20	\$5000 plus \$2000 for each question between 16-20, inclusive

- (c) for the Facility Condition Assessment KPI, the Deduction for each percentage point above 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 8 (FM Standards)

% above LL of KPI	\$ deduction per percentage point
Up to 5%	\$5000 per point
>5% and <10%	\$10000 per point
>10%	\$15000 per point

- (d) for KPI’s measured by inspection criteria, as set out in Appendix 8 (FM Standards), where the average score of the criteria is less than two the Deduction will be as shown in the table below (Index Linked) for each inspection and will be applied according to the frequency of measurement specified in Appendix 8 (FM Standards).

Number of questions scoring less than 2	\$ deduction
1	\$1000
2	\$2000
3	\$3000
4	\$4000
5	\$5000

Number of questions scoring less than 2	\$ deduction
More than 5	\$1000 per criteria

2.9 Completion Periods. If an Event occurs:

- (a) in the case of an FM Service Failure for which there is no Completion Period, the City will make the applicable FM Service Failure Deduction in accordance with the KPI's in Appendix 8 and Section 2.8 of this Appendix;
- (b) in the case of an Unavailability Event, other than a deemed Unavailability Event due to Total Unavailability, 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;
- (c) in the case of a deemed Unavailability Event due to Total Unavailability, the City will make the applicable Unavailability Deduction; and
- (d) 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.

2.10 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.

2.11 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 Functional Unit 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 Functional Unit will be modified to be the Temporary Availability Condition until the Permanent Repair Deadline;
 - (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.

2.12 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).

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

2.14 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.

2.15 FM Service Failure Related Solely to Unavailability. No FM Service Failure Deduction will be made if the FM Service Failure to which it relates arises solely as a result of the Unavailability of the Functional Unit in which the FM Service was to be provided. If any Functional Unit is Unavailable but the Owner continues to use it for the intended use or purpose of that Functional Unit, the City will, subject to Section 2.3 of this Appendix, deduct the Unavailable But Used deduction.

3. REVIEW OF FUNCTIONAL UNITS, DEDUCTIONS, ETC.

3.1 Initiation of Review. The following will be reviewed by the City and the Project Company at any time if requested by either party but in any event will be reviewed at least once in every Contract Year for the purposes of the following Contract Year:

- (a) the identification of Functional Units, Key Performance Indicators, Response Times, Completion Periods, Unit Deduction Amounts; and
- (b) the amount of Deductions for FM Service Failures and for Unavailability Events.

If so requested the City and the Project Company will 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 Service 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 8 (FM Standards).

3.2 Results of Review. The City 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;
- (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.

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,

and for floors other than the ground floor at least 2 elevators in each of the customer group and staff group are functional and operating to manufacturer’s specifications.

“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 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, 2.6 or 2.7 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 on 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 Elevator Unavailability. If an elevator which services a Port FM Facility is Unavailable, then the Unavailability Deduction shall be calculated as set forth below;

- (a) if an elevator is Unavailable and such Unavailability is not Rectified prior to expiration of the applicable Completion Period, then the Unavailability Deduction for that elevator will be \$1000; provided, however, that on days where Board of Harbor Commissioners meetings are being held in the council chambers, the Deduction will be \$2000 if the Unavailability persists after 12:00 pm;
- (b) if two or more elevators in a bank are Unavailable and such Unavailability is not Rectified prior to the expiration of the applicable Completion Period, then the Unavailability Deduction for the second Unavailable elevator will be \$3000; provided, however, that on days where Board of Harbor Commissioners meetings are being held in

the council chambers, the Deduction will be \$3500 if the Unavailability persists after 12:00 pm;

- (c) if all elevators in a Facility are Unavailable then an Unavailability Deduction of \$5000 will be incurred until such time as service is restored to two or more elevators.

Notwithstanding the foregoing, if an elevator is Unavailable due to maintenance that has been pre-scheduled with the City or the Port, as the case may be, there shall be no Unavailability Deduction. 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.

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

2.6 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 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 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.

2.7 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 per day in addition to any direct costs.

2.8 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)

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

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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%

2.14 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.

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
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
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
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
9101	OPEN Layout Zone TBD		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
9101	OPEN Layout Zone TBD		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
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
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
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

ROOM NUMBER	ROOM NAME	AREA	Priority	Completion Period (hours)	Unit Deduction Amount (\$)
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
E- Electrical

T - Telephone
J - Janitor

M- Men’s Restroom
V - Vestibule

W – Women’s Restroom

APPENDIX 11

INSURANCE BENCHMARKING

1. DEFINITIONS

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

“Index Adjusted Benchmark Insurance Premiums” has the meaning given to such term in Section 2.1(d)(ii) of this Appendix.

“Insurance Review Report” means the report described in Section 2.1(a) of this Appendix.

“Starting Insurance Benchmarking Premiums” means the insurance premiums established at the Initial Occupancy Date.

All other capitalized terms used in this Appendix and not otherwise defined shall have the meanings given to them in Section 1.1 of this Project Agreement.

2. BENCHMARKING FOR OPERATING PERIOD INSURANCE

2.1 Benchmarking for Insurance. Except as otherwise provided in this Section, the City shall bear the risk of any insurance premium increases during the Operating Period. The risk of increases in insurance premiums will be measured through an insurance benchmarking process as set forth in this Section. In no event shall the City be responsible for any insurance premium risk associated with additional or extended coverages beyond the Required Operating Period Insurance or changes in premiums that are not the result of market-based factors. The benchmarking process will occur no less than triennially, through the following:

- (a) at the Initial Occupancy Date (in respect of Required Operating Period Insurance) and 30 days prior to each insurance renewal period for which the Project Company elects to benchmark insurance premiums (but no less than triennially), the Project Company shall submit a report (the “Insurance Review Report”) to the City that includes the following elements:
 - (i) firm quotes from three established and recognized insurance providers for the Required Operating Period Insurance. The quotes shall represent the current and fair market cost of providing the Required Operating Period Insurance.
 - (ii) the written binders of insurance with premium invoices for the actual insurance policies obtained by the Project Company.
 - (iii) except with respect to the initial Insurance Review Report, a comprehensive written explanation of any effect that the Project Company’s or FM Contractor’s loss experience has had on the premiums for the Required Operating Period Insurance. The explanation shall include: (i) an assessment by the Project Company’s independent insurance broker addressing industry trends in premiums for the Required Operating Period Insurance and analysis (if applicable) of any Project-specific reasons for the increase in premiums; and (ii) detailed analysis of

- any claims (paid or reserved) since the last review period, with claim dates, description of incidents, claims amounts, and the level of deductibles provided.
- (b) the City, in its sole discretion, may independently assess the accuracy of the information in the Insurance Review Report and retains the right to perform its own independent insurance review, which may include retaining advisors, obtaining independent quotes for the Required Operating Period Insurance or performing its own assessment as to the impact of claims history on renewal costs.
 - (c) the Starting Insurance Benchmarking Premiums shall be calculated based on the premium information obtained from the initial Insurance Review Report or, if the City deems appropriate in its reasonable discretion, from information obtained independently.
 - (d) the Starting Insurance Benchmarking Premiums established at the Initial Occupancy Date shall be used in the benchmarking process for the remainder of the Term in accordance with the following procedures:
 - (i) thirty days prior to each renewal date for which the Project Company elects to benchmark insurance premiums (but no less than triennially), the Project Company shall provide the Insurance Review Report, with the information specified. The City shall determine the change in premium costs on a coverage-by-coverage basis for the Required Operating Period Insurance calculated based on the information obtained from the initial Insurance Review Report or, if the City deems appropriate in its reasonable discretion, from information obtained independently. In all cases, any adjustment in the Service Fee will be based on the total premium costs for all Required Operating Period Insurance.
 - (ii) the City will use the Starting Insurance Benchmarking Premiums to measure changes in premium costs at each renewal period for which the Project Company has elected to benchmark premiums (but no less than triennially) for each of the Required Operating Period Insurance policies. The Starting Insurance Benchmarking Premiums established at the Initial Occupancy Date shall be adjusted by applying the Inflation Index on an annual basis (the “Index Adjusted Benchmark Insurance Premiums”).
 - (iii) the subsequent Insurance Review Reports shall be used to establish the renewal premiums for the Required Operating Period Insurance for purposes of the benchmarking process described in this Section. In no event shall premium increases that are caused by Project-specific losses, changes in deductibles or matters within the control of the Project Company or the FM Contractor be subject to the benchmarking exercise or risk sharing described in this Section. The Project Company may voluntarily choose to procure an insurance package which varies from the Required Operating Period Insurance (with for example different coverage amounts, different exclusions, etc.), in which case both parties recognize that: (i) the actual variations in the Project Company’s insurance premiums may not necessarily reflect the variations in the minimum insurance requirements; and (ii) the City will disregard the actual insurance package and will rely upon the analysis from the Insurance Review Report and its own independent analysis of the effect on the minimum insurance requirements. Any insurance beyond the Required Operating Period Insurance shall not be subject to

the insurance benchmarking process and the Service Fee adjustments described in Article 18 of this Project Agreement.

- (iv) if the City, in its sole discretion, elects to retain its own insurance advisor to analyze the extent of eligible premium increases, the Project Company shall cooperate in good faith with any reasonable requests for additional information from the City's insurance advisor. No later than 30 days after the Project Company's submission of the Insurance Review Report, the City shall make its determination of the eligible premium increases subject to the risk-allocation described below. In the event of a dispute, the City's determination shall be subject to non-binding mediation in accordance with Section 20.2 (Non-Binding Mediation Generally) of this Project Agreement.
- (e) if the annual insurance premiums for the Required Operating Period Insurance, as such premiums may be adjusted pursuant to subsection (d)(iii) of this Section are in excess of the applicable Index Adjusted Benchmark Insurance Premiums by more than 10%, then the Service Fee shall be increased by the amount of such premiums in excess of the 110% of the applicable Index Adjusted Benchmark Insurance Premiums until the next benchmarking period. If the annual insurance premiums for the Required Operating Period Insurance, as such premiums may be adjusted pursuant to subsection (d)(iii) of this Section are below the applicable Index Adjusted Benchmark Insurance Premiums by more than 10%, then the City shall reduce the Service Fee by the amount such premiums are less than 90% of the applicable Index Adjusted Benchmark Insurance Premiums until the next benchmarking period.

APPENDIX 12

REPORTS AND RECORDS

1. GENERAL REQUIREMENTS

1.1 Duty to Maintain Records. The Project Company shall retain and maintain all the records (including superseded records) referred to in Section 2 of this Appendix in accordance with this Appendix and other applicable terms of this Project Agreement, in chronological order, in a form that is capable of audit. The Project Company shall make such records (other than books of account) available to the Owner for inspection during normal business hours upon reasonable notice.

1.2 Maintenance of Records. Wherever practical and unless otherwise agreed, the Project Company shall retain and maintain original records in hard copy form. True copies of the original records may be kept by the Project Company if it is not practicable to retain original records. The Project Company shall:

- (a) retain and maintain all records referred to in Section 2 of this Appendix for the duration of this Project Agreement and for a period of at least six years following the Termination Date, all in sufficient detail, in appropriate categories and generally in such a manner to enable each party to comply with its obligations and exercise its rights under this Project Agreement; and
- (b) on the expiration of such period or at the earlier request of the Owner after termination of this Project Agreement, deliver all those records (or, if those records are required by statute to remain with the Project Company or a Subcontractor, copies thereof to the Owner in the manner and at the location as the Owner specifies, acting reasonably.) The Owner shall make available to the Project Company for inspection during normal business hours all records the Project Company delivers pursuant to this Section upon reasonable notice.

1.3 Disposal of Records. During the Term, the Project Company may dispose of any records referred to in Section 2 of this Appendix if any are more than 15 years old or in respect of which the required period for their retention has expired, provided that the Project Company first notifies the Owner in writing and provides the Owner with 60 days to elect to receive delivery of such records.

1.4 Drawing Requirements. Any drawings required to be made or supplied pursuant to this Project Agreement shall be of a size appropriate to show the detail to be depicted clearly without magnifying aids. Where by prior agreement with the Project Company the Owner has agreed to accept microfilm, microfiche or other storage media (which must include secure back up facilities), the Project Company shall make or supply, or have made or supplied, drawings and other documents in such agreed upon form.

2. RECORDS TO BE KEPT

2.1 Retention. The Project Company shall retain the following:

- (a) this Project Agreement and the documents referred to in the Transaction Forms, including all amendments to such agreements;

- (b) the Project records described in Appendix 5 (D&C Standards), Appendix 8 (FM Standards) and Appendix 8A (FM Standards – Port FM Facilities);
- (c) records relating to the appointment and supervision of the City Representative, the Port Representative, the Project Company Representative and the Independent Building Expert;
- (d) documents relating to Governmental Approvals, including applications, refusals and appeals;
- (e) notices, reports, results and certificates relating to completion of the Design-Build Work, Design Requirement Changes, Commissioning and Capital Modifications;
- (f) all operation and maintenance manuals;
- (g) documents relating to Relief Events;
- (h) all notices made to or received from the City Representative and the Port Representative;
- (i) documents relating to a request for the consent of the City and the Port to any transfer of Units pursuant to Section 26.2 (Limitations on Sale, Assignment and Transfer of Units) of this Project Agreement;
- (j) tax invoices and records applicable to the Project (other than any income tax records for the Project Company or records pertaining to other taxes personal to the Project Company);
- (k) records required by Applicable Law (including in relation to health and safety matters) to be maintained by the Project Company with respect to the Design-Build Work and FM Services;
- (l) documents relating to the Required Insurance;
- (m) documents referred to in Appendix 10 (Deductions) and Appendix 10A (Port Deductions);
- (n) documents referred to in Appendix 11 (Insurance Benchmarking); and
- (o) all other records, notices or certificates required to be produced or maintained by the Project Company pursuant to the express terms of this Project Agreement.

APPENDIX 13

PROJECT COMPANY AND
PROJECT CONTRACTORS INFORMATION

1. PURPOSE

1.1 Purpose. The purpose of this Appendix is to identify: (1) the Project Company's formation and other relevant entity-related information; (2) those Project Contractors that the City and the Port have approved for use by the Project Company in performing the Contract Services; and (3) the key management and supervisory personnel proposed to be used by the Project Company in performing the Design-Build Work.

2. PROJECT COMPANY INFORMATION

2.1 Project Company Information. The Project Company represents and warrants that the following information regarding the Project Company is true and complete as of the Contract Date:¹

1.	Name:	Plenary Edgemoor Civic Partners, LLC
2.	Date of Incorporation/ Formation:	December 10, 2014
3.	State of Incorporation/ Formation:	Delaware
4.	Entity Number:	5655363
5.	Manager:	
	Name	Address
	Stuart Marks	10100 Santa Monica Blvd., Suite 410 Los Angeles, California 90067
6.	Officers:	
	Name	Address
	[•] Chief Executive Officer	[•]
	[•] Chief Financial Officer	[•]
	[•]	[•]
	[•]	[•]
	[•]	[•]

¹ The following information to be updated prior to execution and delivery of this Project Agreement.

7.	Subsidiaries at the Contract Date:	None
8.	Authorized and issued share capital at the Contract Date:	
	Name and address of registered holder	Number and class held
		Amount paid up
	[•]	100% of the membership interests
9.	Loans at the Contract Date issued as follows: The Senior Debt	
	Name and address of holder	Nominal value of loans:
	[•]	[\$•]
10.	Other outstanding securities (including description of type of securities, name and address of holder amount):	Not applicable.
11.	Summary of any organizational, contractual or other special voting rights, restrictions on powers of directors or similar matters relevant to the control of Project Company:	Not applicable.

3. PROJECT CONTRACTORS

3.1 Project Contractors Generally. As provided in Article 11 of this Project Agreement, the Project Contractors have been proposed and shall be used by the Project Company in connection with the performance of the Contract Services. At any time during the Design-Build Period or the Operating Period, as applicable, the Project Company may request the City and the Port to update the list of approved Project Contractors. The City and the Port will review any suggested changes to such list in accordance with the provisions of Article 11 of this Project Agreement. The City and the Port will have the right at any time to review and revise the then-current list of approved Project Contractors consistent with Article 11 of this Project Agreement.

3.2 Approved Project Contractors and the Architect. The Project Contractors that the City and the Port have approved as of the Contract Date, and the Project Company is permitted to engage for the Contract Services, are the following:

	Project Contractor or Subcontractor	Role
1.	Clark Construction Group – California, LP	Design-Builder
2.	Johnson Controls, Inc.	FM Contractor
3.	Skidmore, Owings & Merrill, L.L.P.	Architect

4. KEY INDIVIDUALS

4.1 Key Individuals Generally. As referenced in Section 4.4 of this Project Agreement, certain key management and supervisory personnel were proposed and shall be used by the Project Company in connection with the performance of the Design-Build Work (the “Key Individuals”). Any change in the Key Individuals shall be subject to review and approval of the City and the Port in accordance with Section 4.4 of this Project Agreement.

4.2 Key Individuals. The Key Individuals are the following:

	Project Company Party	Position	Name
1.	Project Company	Project Company Representative	Stuart Marks
2.	Project Company	Project Director	Jeffrey Fullerton
3.	Design-Builder	Design Team Lead	Paul Dana
4.	Design-Builder	Construction Superintendent	Greg Groleau
5.	FM Contractor	FM Services Manager	[•]

APPENDIX 14

PUBLIC COMMUNICATIONS

1. OWNER RESPONSIBILITIES

1.1 Lead Communications Role. The Owner shall assume the lead public communications role for the Project. The Owner shall take primary responsibility for all public communications matters and shall be responsible for performing, to the extent the Owner deems necessary, the following functions:

- (a) provide identified, dedicated lead communications contacts with applicable skills and experience with 24 hours per day, seven days per week, availability on applicable aspects of communications;
- (b) provide identified, dedicated media-trained lead media spokesperson, with back-up media-trained personnel as required with 24 hours per day, seven days per week, availability on applicable aspects of communications;
- (c) primary media contact for the Project;
- (d) provide final review and approval of all public communications materials;
- (e) communicate promptly with all relevant parties on crisis issues and communicate within 24 hours of general issues;
- (f) maintain and update the Project web site, as required; and
- (g) provide updates to internal and external stakeholders, as required.

1.2 Design-Build Period Responsibilities. In the period up to the Project Occupancy Date, the Owner shall, to the extent the Owner deems necessary, take the lead role in providing:

- (a) communications (including web site): a comprehensive program including print, web-based, audio-visual and other elements describing and providing information about the Project as it proceeds;
- (b) community relations: a community relations program to ensure two-way communication and problem-solving between the parties and external stakeholder groups, neighborhoods, cities, and others regarding design and construction issues, public reporting and communications. Such actions may include community events and presentations to community groups;
- (c) media relations: a media relations policy and protocol to be developed in cooperation with the parties and internal stakeholders;
- (d) public reporting and consultation: for day to day, and more broadly, for each year, of construction to highlight and provide progress updates and information and how community issues have been considered and addressed throughout the year;
- (e) crisis communications: required planning for potential crisis issues;

- (f) government relations: communications between the parties involved in the Project and Government Bodies;
- (g) public-related communications: all communications related to Contract Services and the Owner policies; and
- (h) performance review: periodically review the Project Company's performance in providing communications as outlined in Section 2 of this Appendix.

1.3 Marketing Materials.

- (a) the Owner shall have the right to approve the use of the name of the City, the Port or any Governmental Body for any commercial purpose.

2. PROJECT COMPANY RESPONSIBILITIES

2.1 Support Communications Role. The Project Company shall assume the support public communications role. The Project Company shall, to the extent requested by the Owner, be responsible for performing the following functions:

- (a) provide identified, dedicated communications contacts with applicable communications skills and experience with 24 hours per day, seven days per week, availability;
- (b) provide identified, dedicated media-trained lead media spokesperson, with back-up media-trained personnel as required with 24 hours per day, seven days per week, availability on applicable aspects of communications;
- (c) respond to communications issues in accordance with agreed timeframes;
- (d) review and provide communications and technical materials including reasonable requests by the Owner for web site content;
- (e) update internal/external stakeholders as required, including involvement and participation in community events as required;
- (f) direct all media inquiries and interview requests to the Owner's lead communications contact;
- (g) maintain a written record of all material public inquiries, complaints and communications and provide copies to the Owner's lead communications contact on a weekly basis (or immediate if urgent); and
- (h) during a crisis situation, the parties acknowledge that a ramping up of communications efforts shall be required. The Project Company shall ensure and make available sufficient resources to effectively and proactively manage and perform its communications responsibilities during a crisis, including 24 hours per day, seven days per week, availability.

2.2 Design-Build Period Responsibilities. In the period up to the Project Occupancy Date, the Project Company shall, to the extent requested by the Owner, perform the following:

- (a) develop and implement a communications plan. The plan shall be updated annually, and reviewed and approved by the City and the Port. The plan will provide:
 - (i) a description of the Project Company’s approach to all communications aspects of the Project;
 - (ii) a description of the Project Company’s communications team, including the roles and responsibilities for each team member and any subcontractors who shall provide any aspect of the communications program; and
 - (iii) identification of proposed communication tools (e.g., types of information materials, web site, audio-visual, presentations, events) to be used to keep the community informed, and a schedule for implementation as the Project progresses;
- (b) coordinate with the City and the Port in the implementation of the communications plan. This shall include regular meetings with the City and the Port to discuss communication issues and developments, and monthly progress reports, which shall include information on activities, public and media inquiries, any emerging issues, and actions taken in response to issues. The City and the Port are to approve media releases and public communications information to provide a fair and accurate release of information in a coordinated fashion;
- (c) regular communications with the immediately affected property owners and neighborhoods on design and construction related issues with particular attention to communicating the scope, schedule and status of the construction program. This shall include processes to proactively address any work related inquiries and issues (e.g., public inquiries, complaints re noise, hours of work, dust etc.);
- (d) provide management information for the management of local and regional traffic during the construction process;
- (e) establishing and maintaining a construction project information line, with voice mail capability, and construction-related information posted to agreed-to websites; and
- (f) development of a plan with the City and the Port outlining roles and responsibilities for a list of potential crisis issues that could develop during this period.

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
Total										\$990

*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
Total					\$14,000

EXAMPLE CALCULATIONS²

Calculation Period (Month X)	<u>Example 1</u>	<u>Example 2</u>
	Month Ending Dec. 31, 2026	Month Ending Jun. 30, 2054
(1) Fixed Growth Fee x $([1.0218] ^ (Fiscal Year x - Fiscal Year 2016) / 12)$	$\$9,918,291 * (1.0218 ^ (2027 - 2016) / 12) = \$1,047,805$	$\$9,918,291 * (1.0218 ^ (2054 - 2016) / 12) = \$1,875,684$
³ (2) Variable Growth Payment x $(CPI-UCY_x / CPI-U2014) / 12$	$\$5,340,618 * (314.696 / 242.434) / 12 = \$577,710$	$\$5,340,618 * (597.025 / 242.434) / 12 = \$1,095,995$
⁴ (3) Base Port Allocable FM Fee: Port Allocable FM Fee x $(CPI-UCY_x / CPI-U2014)$	$\$64,037 * (314.696 / 242.434) = \$83,124$	$\$47,557 * (597.025 / 242.434) = \$117,115$
(3) the Energy Gainshare or Energy Painshare as applicable	-	-
(4) Extraordinary Items,	-	-
(5) Deductions, as contemplated in Appendix 10 (Deductions)	-	-
Resultant Service Fee for Month X	\$1,708,639	\$3,088,794
ProjectCo Invoice Due to City By	1/15/2027	7/15/2054
Service Fee Payment Due to ProjectCo By	2/15/2027	8/15/2054

² All values included in these examples are subject to change and should be considered bracketed.

³ For the purposes of these examples, CPI is assumed to be a constant 2.40% from Financial Close until the date of such calculations.

⁴ For the purposes of these examples, CPI is assumed to be a constant 2.40% from Financial Close until the date of such calculations.

APPENDIX 16
FINANCIAL MODEL

APPENDIX 17

[RESERVED]

APPENDIX 18

CAPITAL FEE SCHEDULE⁵

Month Ending	Capital Fee
5/31/2015	[\$0.00]
6/30/2015	[\$0.00]
7/31/2015	[\$0.00]
8/31/2015	[\$0.00]
9/30/2015	[\$0.00]
10/31/2015	[\$0.00]
11/30/2015	[\$0.00]
12/31/2015	[\$0.00]
1/31/2016	[\$0.00]
2/29/2016	[\$0.00]
3/31/2016	[\$0.00]
4/30/2016	[\$0.00]
5/31/2016	[\$0.00]
6/30/2016	[\$0.00]
7/31/2016	[\$0.00]
8/31/2016	[\$0.00]
9/30/2016	[\$0.00]
10/31/2016	[\$0.00]
11/30/2016	[\$0.00]
12/31/2016	[\$0.00]
1/31/2017	[\$0.00]
2/28/2017	[\$0.00]
3/31/2017	[\$0.00]
4/30/2017	[\$0.00]
5/31/2017	[\$0.00]
6/30/2017	[\$0.00]
7/31/2017	[\$0.00]
8/31/2017	[\$0.00]
9/30/2017	[\$0.00]
10/31/2017	[\$0.00]
11/30/2017	[\$0.00]
12/31/2017	[\$0.00]
1/31/2018	[\$0.00]
2/28/2018	[\$0.00]
3/31/2018	[\$0.00]

⁵ All values to be updated prior to delivery and execution of this Project Agreement.

Month Ending	Capital Fee
4/30/2018	[\$0.00]
5/31/2018	[\$0.00]
6/30/2018	[\$0.00]
7/31/2018	[\$0.00]
8/31/2018	[\$0.00]
9/30/2018	[\$0.00]
10/31/2018	[\$0.00]
11/30/2018	[\$0.00]
12/31/2018	[\$0.00]
1/31/2019	[\$0.00]
2/28/2019	[\$0.00]
3/31/2019	[\$0.00]
4/30/2019	[\$0.00]
5/31/2019	[\$0.00]
6/30/2019	[\$0.00]
7/31/2019	[\$1,017,655.39]
8/31/2019	[\$1,017,655.39]
9/30/2019	[\$1,017,655.39]
10/31/2019	[\$1,017,655.39]
11/30/2019	[\$1,017,655.39]
12/31/2019	[\$1,017,655.39]
1/31/2020	[\$1,017,655.39]
2/29/2020	[\$1,017,655.39]
3/31/2020	[\$1,017,655.39]
4/30/2020	[\$1,017,655.39]
5/31/2020	[\$1,017,655.39]
6/30/2020	[\$1,017,655.39]
7/31/2020	[\$1,017,655.39]
8/31/2020	[\$1,017,655.39]
9/30/2020	[\$1,017,655.39]
10/31/2020	[\$1,017,655.39]
11/30/2020	[\$1,017,655.39]
12/31/2020	[\$1,017,655.39]
1/31/2021	[\$1,017,655.39]
2/28/2021	[\$1,017,655.39]
3/31/2021	[\$1,017,655.39]
4/30/2021	[\$1,017,655.39]
5/31/2021	[\$1,017,655.39]
6/30/2021	[\$1,017,655.39]
7/31/2021	[\$1,017,655.39]

Month Ending	Capital Fee
8/31/2021	[\$1,017,655.39]
9/30/2021	[\$1,017,655.39]
10/31/2021	[\$1,017,655.39]
11/30/2021	[\$1,017,655.39]
12/31/2021	[\$1,017,655.39]
1/31/2022	[\$1,017,655.39]
2/28/2022	[\$1,017,655.39]
3/31/2022	[\$1,017,655.39]
4/30/2022	[\$1,017,655.39]
5/31/2022	[\$1,017,655.39]
6/30/2022	[\$1,017,655.39]
7/31/2022	[\$1,017,655.39]
8/31/2022	[\$1,017,655.39]
9/30/2022	[\$1,017,655.39]
10/31/2022	[\$1,017,655.39]
11/30/2022	[\$1,017,655.39]
12/31/2022	[\$1,017,655.39]
1/31/2023	[\$1,017,655.39]
2/28/2023	[\$1,017,655.39]
3/31/2023	[\$1,017,655.39]
4/30/2023	[\$1,017,655.39]
5/31/2023	[\$1,017,655.39]
6/30/2023	[\$1,017,655.39]
7/31/2023	[\$1,017,655.39]
8/31/2023	[\$1,017,655.39]
9/30/2023	[\$1,017,655.39]
10/31/2023	[\$1,017,655.39]
11/30/2023	[\$1,017,655.39]
12/31/2023	[\$1,017,655.39]
1/31/2024	[\$1,017,655.39]
2/29/2024	[\$1,017,655.39]
3/31/2024	[\$1,017,655.39]
4/30/2024	[\$1,017,655.39]
5/31/2024	[\$1,017,655.39]
6/30/2024	[\$1,017,655.39]
7/31/2024	[\$1,017,655.39]
8/31/2024	[\$1,017,655.39]
9/30/2024	[\$1,017,655.39]
10/31/2024	[\$1,017,655.39]
11/30/2024	[\$1,017,655.39]

Month Ending	Capital Fee
12/31/2024	[\$1,017,655.39]
1/31/2025	[\$1,017,655.39]
2/28/2025	[\$1,017,655.39]
3/31/2025	[\$1,017,655.39]
4/30/2025	[\$1,017,655.39]
5/31/2025	[\$1,017,655.39]
6/30/2025	[\$1,017,655.39]
7/31/2025	[\$1,017,655.39]
8/31/2025	[\$1,017,655.39]
9/30/2025	[\$1,017,655.39]
10/31/2025	[\$1,017,655.39]
11/30/2025	[\$1,017,655.39]
12/31/2025	[\$1,017,655.39]
1/31/2026	[\$1,017,655.39]
2/28/2026	[\$1,017,655.39]
3/31/2026	[\$1,017,655.39]
4/30/2026	[\$1,017,655.39]
5/31/2026	[\$1,017,655.39]
6/30/2026	[\$1,017,655.39]
7/31/2026	[\$1,017,655.39]
8/31/2026	[\$1,017,655.39]
9/30/2026	[\$1,017,655.39]
10/31/2026	[\$1,017,655.39]
11/30/2026	[\$1,017,655.39]
12/31/2026	[\$1,017,655.39]
1/31/2027	[\$1,017,655.39]
2/28/2027	[\$1,017,655.39]
3/31/2027	[\$1,017,655.39]
4/30/2027	[\$1,017,655.39]
5/31/2027	[\$1,017,655.39]
6/30/2027	[\$1,017,655.39]
7/31/2027	[\$1,017,655.39]
8/31/2027	[\$1,017,655.39]
9/30/2027	[\$1,017,655.39]
10/31/2027	[\$1,017,655.39]
11/30/2027	[\$1,017,655.39]
12/31/2027	[\$1,026,381.38]
1/31/2028	[\$1,026,381.38]
2/29/2028	[\$1,026,381.38]
3/31/2028	[\$1,026,862.19]

Month Ending	Capital Fee
4/30/2028	[\$1,026,862.19]
5/31/2028	[\$1,026,862.19]
6/30/2028	[\$1,026,891.40]
7/31/2028	[\$1,026,891.40]
8/31/2028	[\$1,026,891.40]
9/30/2028	[\$1,017,300.46]
10/31/2028	[\$1,017,300.46]
11/30/2028	[\$1,017,300.46]
12/31/2028	[\$1,043,327.56]
1/31/2029	[\$1,043,327.56]
2/28/2029	[\$1,043,327.56]
3/31/2029	[\$1,043,977.71]
4/30/2029	[\$1,043,977.71]
5/31/2029	[\$1,043,977.71]
6/30/2029	[\$1,043,999.17]
7/31/2029	[\$1,043,999.17]
8/31/2029	[\$1,043,999.17]
9/30/2029	[\$1,016,263.00]
10/31/2029	[\$1,016,263.00]
11/30/2029	[\$1,016,263.00]
12/31/2029	[\$1,063,007.43]
1/31/2030	[\$1,063,007.43]
2/28/2030	[\$1,063,007.43]
3/31/2030	[\$1,063,583.12]
4/30/2030	[\$1,063,583.12]
5/31/2030	[\$1,063,583.12]
6/30/2030	[\$1,063,598.10]
7/31/2030	[\$1,063,598.10]
8/31/2030	[\$1,063,598.10]
9/30/2030	[\$1,026,228.03]
10/31/2030	[\$1,026,228.03]
11/30/2030	[\$1,026,228.03]
12/31/2030	[\$1,084,019.53]
1/31/2031	[\$1,084,019.53]
2/28/2031	[\$1,084,019.53]
3/31/2031	[\$1,084,580.53]
4/30/2031	[\$1,084,580.53]
5/31/2031	[\$1,084,580.53]
6/30/2031	[\$1,084,593.00]
7/31/2031	[\$1,084,593.00]

Month Ending	Capital Fee
8/31/2031	[\$1,084,593.00]
9/30/2031	[\$1,045,925.56]
10/31/2031	[\$1,045,925.56]
11/30/2031	[\$1,045,925.56]
12/31/2031	[\$1,106,196.43]
1/31/2032	[\$1,106,196.43]
2/29/2032	[\$1,106,196.43]
3/31/2032	[\$1,106,502.66]
4/30/2032	[\$1,106,502.66]
5/31/2032	[\$1,106,502.66]
6/30/2032	[\$1,106,514.05]
7/31/2032	[\$1,106,514.05]
8/31/2032	[\$1,106,514.05]
9/30/2032	[\$1,066,519.96]
10/31/2032	[\$1,066,519.96]
11/30/2032	[\$1,066,519.96]
12/31/2032	[\$1,129,379.54]
1/31/2033	[\$1,129,379.54]
2/28/2033	[\$1,129,379.54]
3/31/2033	[\$1,129,952.85]
4/30/2033	[\$1,129,952.85]
5/31/2033	[\$1,129,952.85]
6/30/2033	[\$1,129,962.52]
7/31/2033	[\$1,129,962.52]
8/31/2033	[\$1,129,962.52]
9/30/2033	[\$1,086,687.44]
10/31/2033	[\$1,086,687.44]
11/30/2033	[\$1,086,687.44]
12/31/2033	[\$1,156,846.85]
1/31/2034	[\$1,156,846.85]
2/28/2034	[\$1,156,846.85]
3/31/2034	[\$1,157,355.09]
4/30/2034	[\$1,157,355.09]
5/31/2034	[\$1,157,355.09]
6/30/2034	[\$1,157,359.55]
7/31/2034	[\$1,157,359.55]
8/31/2034	[\$1,157,359.55]
9/30/2034	[\$1,109,365.89]
10/31/2034	[\$1,109,365.89]
11/30/2034	[\$1,109,365.89]

Month Ending	Capital Fee
12/31/2034	[\$1,190,206.29]
1/31/2035	[\$1,190,206.29]
2/28/2035	[\$1,190,206.29]
3/31/2035	[\$1,190,593.67]
4/30/2035	[\$1,190,593.67]
5/31/2035	[\$1,190,593.67]
6/30/2035	[\$1,190,586.40]
7/31/2035	[\$1,190,586.40]
8/31/2035	[\$1,190,586.40]
9/30/2035	[\$1,144,189.32]
10/31/2035	[\$1,144,189.32]
11/30/2035	[\$1,144,189.32]
12/31/2035	[\$1,220,026.96]
1/31/2036	[\$1,220,026.96]
2/29/2036	[\$1,220,026.96]
3/31/2036	[\$1,220,101.59]
4/30/2036	[\$1,220,101.59]
5/31/2036	[\$1,220,101.59]
6/30/2036	[\$1,220,090.69]
7/31/2036	[\$1,220,090.69]
8/31/2036	[\$1,220,090.69]
9/30/2036	[\$1,188,631.03]
10/31/2036	[\$1,188,631.03]
11/30/2036	[\$1,188,631.03]
12/31/2036	[\$1,227,007.07]
1/31/2037	[\$1,227,007.07]
2/28/2037	[\$1,227,007.07]
3/31/2037	[\$1,227,767.89]
4/30/2037	[\$1,227,767.89]
5/31/2037	[\$1,227,767.89]
6/30/2037	[\$1,227,791.90]
7/31/2037	[\$1,227,791.90]
8/31/2037	[\$1,227,791.90]
9/30/2037	[\$1,180,378.71]
10/31/2037	[\$1,180,378.71]
11/30/2037	[\$1,180,378.71]
12/31/2037	[\$1,206,780.11]
1/31/2038	[\$1,206,780.11]
2/28/2038	[\$1,206,780.11]
3/31/2038	[\$1,206,966.98]

Month Ending	Capital Fee
4/30/2038	[\$1,206,966.98]
5/31/2038	[\$1,206,966.98]
6/30/2038	[\$1,207,070.11]
7/31/2038	[\$1,207,070.11]
8/31/2038	[\$1,207,070.11]
9/30/2038	[\$1,147,006.08]
10/31/2038	[\$1,147,006.08]
11/30/2038	[\$1,147,006.08]
12/31/2038	[\$1,172,611.31]
1/31/2039	[\$1,172,611.31]
2/28/2039	[\$1,172,611.31]
3/31/2039	[\$1,172,872.55]
4/30/2039	[\$1,172,872.55]
5/31/2039	[\$1,172,872.55]
6/30/2039	[\$1,173,038.90]
7/31/2039	[\$1,173,038.90]
8/31/2039	[\$1,173,038.90]
9/30/2039	[\$1,127,874.20]
10/31/2039	[\$1,127,874.20]
11/30/2039	[\$1,127,874.20]
12/31/2039	[\$1,152,994.54]
1/31/2040	[\$1,152,994.54]
2/29/2040	[\$1,152,994.54]
3/31/2040	[\$1,153,193.07]
4/30/2040	[\$1,153,193.07]
5/31/2040	[\$1,153,193.07]
6/30/2040	[\$1,153,346.43]
7/31/2040	[\$1,153,346.43]
8/31/2040	[\$1,153,346.43]
9/30/2040	[\$1,141,479.26]
10/31/2040	[\$1,141,479.26]
11/30/2040	[\$1,141,479.26]
12/31/2040	[\$1,166,754.87]
1/31/2041	[\$1,166,754.87]
2/28/2041	[\$1,166,754.87]
3/31/2041	[\$1,166,960.64]
4/30/2041	[\$1,166,960.64]
5/31/2041	[\$1,166,960.64]
6/30/2041	[\$1,167,041.98]
7/31/2041	[\$1,167,041.98]

Month Ending	Capital Fee
8/31/2041	[\$1,167,041.98]
9/30/2041	[\$1,191,713.39]
10/31/2041	[\$1,191,713.39]
11/30/2041	[\$1,191,713.39]
12/31/2041	[\$1,218,040.05]
1/31/2042	[\$1,218,040.05]
2/28/2042	[\$1,218,040.05]
3/31/2042	[\$1,218,147.79]
4/30/2042	[\$1,218,147.79]
5/31/2042	[\$1,218,147.79]
6/30/2042	[\$1,218,132.55]
7/31/2042	[\$1,218,132.55]
8/31/2042	[\$1,218,132.55]
9/30/2042	[\$1,151,962.54]
10/31/2042	[\$1,151,962.54]
11/30/2042	[\$1,151,962.54]
12/31/2042	[\$1,299,164.70]
1/31/2043	[\$1,299,164.70]
2/28/2043	[\$1,299,164.70]
3/31/2043	[\$1,299,184.86]
4/30/2043	[\$1,299,184.86]
5/31/2043	[\$1,299,184.86]
6/30/2043	[\$1,295,633.97]
7/31/2043	[\$1,295,633.97]
8/31/2043	[\$1,295,633.97]
9/30/2043	[\$1,210,314.61]
10/31/2043	[\$1,210,314.61]
11/30/2043	[\$1,210,314.61]
12/31/2043	[\$1,392,175.44]
1/31/2044	[\$1,392,175.44]
2/29/2044	[\$1,392,175.44]
3/31/2044	[\$1,392,075.84]
4/30/2044	[\$1,392,075.84]
5/31/2044	[\$1,392,075.84]
6/30/2044	[\$1,391,928.49]
7/31/2044	[\$1,391,928.49]
8/31/2044	[\$1,391,928.49]
9/30/2044	[\$1,303,742.40]
10/31/2044	[\$1,303,742.40]
11/30/2044	[\$1,303,742.40]

Month Ending	Capital Fee
12/31/2044	[\$1,476,312.93]
1/31/2045	[\$1,476,312.93]
2/28/2045	[\$1,476,312.93]
3/31/2045	[\$1,476,281.04]
4/30/2045	[\$1,476,281.04]
5/31/2045	[\$1,476,281.04]
6/30/2045	[\$1,476,137.55]
7/31/2045	[\$1,476,137.55]
8/31/2045	[\$1,476,137.55]
9/30/2045	[\$1,402,280.60]
10/31/2045	[\$1,402,280.60]
11/30/2045	[\$1,402,280.60]
12/31/2045	[\$1,536,796.16]
1/31/2046	[\$1,536,796.16]
2/28/2046	[\$1,536,796.16]
3/31/2046	[\$1,536,805.32]
4/30/2046	[\$1,536,805.32]
5/31/2046	[\$1,536,805.32]
6/30/2046	[\$1,536,715.19]
7/31/2046	[\$1,536,715.19]
8/31/2046	[\$1,536,715.19]
9/30/2046	[\$1,480,411.88]
10/31/2046	[\$1,480,411.88]
11/30/2046	[\$1,480,411.88]
12/31/2046	[\$1,569,696.93]
1/31/2047	[\$1,569,696.93]
2/28/2047	[\$1,569,696.93]
3/31/2047	[\$1,570,111.25]
4/30/2047	[\$1,570,111.25]
5/31/2047	[\$1,570,111.25]
6/30/2047	[\$1,570,096.53]
7/31/2047	[\$1,570,096.53]
8/31/2047	[\$1,570,096.53]
9/30/2047	[\$1,526,804.19]
10/31/2047	[\$1,526,804.19]
11/30/2047	[\$1,526,804.19]
12/31/2047	[\$1,582,930.54]
1/31/2048	[\$1,582,930.54]
2/29/2048	[\$1,582,930.54]
3/31/2048	[\$1,583,690.93]

Month Ending	Capital Fee
4/30/2048	[\$1,583,690.93]
5/31/2048	[\$1,583,690.93]
6/30/2048	[\$1,583,737.74]
7/31/2048	[\$1,583,737.74]
8/31/2048	[\$1,583,737.74]
9/30/2048	[\$1,546,263.64]
10/31/2048	[\$1,546,263.64]
11/30/2048	[\$1,546,263.64]
12/31/2048	[\$1,587,725.90]
1/31/2049	[\$1,587,725.90]
2/28/2049	[\$1,587,725.90]
3/31/2049	[\$1,589,265.34]
4/30/2049	[\$1,589,265.34]
5/31/2049	[\$1,589,265.34]
6/30/2049	[\$1,589,346.20]
7/31/2049	[\$1,589,346.20]
8/31/2049	[\$1,589,346.20]
9/30/2049	[\$1,549,589.97]
10/31/2049	[\$1,549,589.97]
11/30/2049	[\$1,549,589.97]
12/31/2049	[\$1,596,501.18]
1/31/2050	[\$1,596,501.18]
2/28/2050	[\$1,596,501.18]
3/31/2050	[\$1,598,094.43]
4/30/2050	[\$1,598,094.43]
5/31/2050	[\$1,598,094.43]
6/30/2050	[\$1,598,178.43]
7/31/2050	[\$1,598,178.43]
8/31/2050	[\$1,598,178.43]
9/30/2050	[\$1,549,519.29]
10/31/2050	[\$1,549,519.29]
11/30/2050	[\$1,549,519.29]
12/31/2050	[\$1,618,004.52]
1/31/2051	[\$1,618,004.52]
2/28/2051	[\$1,618,004.52]
3/31/2051	[\$1,619,384.69]
4/30/2051	[\$1,619,384.69]
5/31/2051	[\$1,619,384.69]
6/30/2051	[\$1,619,445.39]
7/31/2051	[\$1,619,445.39]

Month Ending	Capital Fee
8/31/2051	[\$1,619,445.39]
9/30/2051	[\$1,558,627.41]
10/31/2051	[\$1,558,627.41]
11/30/2051	[\$1,558,627.41]
12/31/2051	[\$1,656,199.28]
1/31/2052	[\$1,656,199.28]
2/29/2052	[\$1,656,199.28]
3/31/2052	[\$1,656,764.66]
4/30/2052	[\$1,656,764.66]
5/31/2052	[\$1,656,764.66]
6/30/2052	[\$1,656,787.98]
7/31/2052	[\$1,656,787.98]
8/31/2052	[\$1,656,787.98]
9/30/2052	[\$1,585,578.93]
10/31/2052	[\$1,585,578.93]
11/30/2052	[\$1,585,578.93]
12/31/2052	[\$1,707,501.38]
1/31/2053	[\$1,707,501.38]
2/28/2053	[\$1,707,501.38]
3/31/2053	[\$1,708,124.74]
4/30/2053	[\$1,708,124.74]
5/31/2053	[\$1,708,124.74]
6/30/2053	[\$1,708,109.39]
7/31/2053	[\$1,708,109.39]
8/31/2053	[\$1,708,109.39]
9/30/2053	[\$1,629,935.64]
10/31/2053	[\$1,629,935.64]
11/30/2053	[\$1,629,935.64]
12/31/2053	[\$1,767,309.14]
1/31/2054	[\$1,767,309.14]
2/28/2054	[\$1,767,309.14]
3/31/2054	[\$1,767,632.13]
4/30/2054	[\$1,767,632.13]
5/31/2054	[\$1,767,632.13]
6/30/2054	[\$1,767,592.24]
7/31/2054	[\$1,767,592.24]
8/31/2054	[\$1,767,592.24]
9/30/2054	[\$1,685,301.46]
10/31/2054	[\$1,685,301.46]
11/30/2054	[\$1,685,301.46]

Month Ending	Capital Fee
12/31/2054	[\$1,830,841.62]
1/31/2055	[\$1,830,841.62]
2/28/2055	[\$1,830,841.62]
3/31/2055	[\$1,831,058.61]
4/30/2055	[\$1,831,058.61]
5/31/2055	[\$1,831,058.61]
6/30/2055	[\$1,831,009.60]
7/31/2055	[\$1,831,009.60]
8/31/2055	[\$1,831,009.60]
9/30/2055	[\$1,744,436.80]
10/31/2055	[\$1,744,436.80]
11/30/2055	[\$1,744,436.80]
12/31/2055	[\$1,898,385.48]
1/31/2056	[\$1,898,385.48]
2/29/2056	[\$1,898,385.48]
3/31/2056	[\$1,898,382.40]
4/30/2056	[\$1,898,382.40]
5/31/2056	[\$1,898,382.40]
6/30/2056	[\$1,898,327.83]
7/31/2056	[\$1,898,327.83]
8/31/2056	[\$1,898,327.83]
9/30/2056	[\$1,806,313.59]
10/31/2056	[\$1,806,313.59]
11/30/2056	[\$1,806,313.59]
12/31/2056	[\$1,971,446.65]
1/31/2057	[\$1,971,446.65]
2/28/2057	[\$1,971,446.65]
3/31/2057	[\$1,971,509.69]
4/30/2057	[\$1,971,509.69]
5/31/2057	[\$1,971,509.69]
6/30/2057	[\$1,971,444.69]
7/31/2057	[\$1,971,444.69]
8/31/2057	[\$1,971,444.69]
9/30/2057	[\$1,943,100.74]
10/31/2057	[\$1,943,100.74]
11/30/2057	[\$1,943,100.74]
12/31/2057	[\$1,918,517.85]
1/31/2058	[\$1,918,517.85]
2/28/2058	[\$1,918,517.85]
3/31/2058	[\$2,074,563.52]

Month Ending	Capital Fee
4/30/2058	[\$2,074,563.52]
5/31/2058	[\$2,074,563.52]
6/30/2058	[\$2,077,679.60]
7/31/2058	[\$2,077,679.60]
8/31/2058	[\$2,077,679.60]
9/30/2058	[\$2,078,422.07]
10/31/2058	[\$2,078,422.07]
11/30/2058	[\$2,078,422.07]
12/31/2058	[\$0.00]
1/31/2059	[\$0.00]
2/28/2059	[\$0.00]
3/31/2059	[\$0.00]
4/30/2059	[\$0.00]
5/31/2059	[\$0.00]
6/30/2059	[\$0.00]
7/31/2059	[\$0.00]
8/31/2059	[\$0.00]
9/30/2059	[\$0.00]
10/31/2059	[\$0.00]
11/30/2059	[\$0.00]
12/31/2059	[\$0.00]
1/31/2060	[\$0.00]
2/29/2060	[\$0.00]
3/31/2060	[\$0.00]
4/30/2060	[\$0.00]
5/31/2060	[\$0.00]
6/30/2060	[\$0.00]
7/31/2060	[\$0.00]
8/31/2060	[\$0.00]
9/30/2060	[\$0.00]
10/31/2060	[\$0.00]
11/30/2060	[\$0.00]
12/31/2060	[\$0.00]
1/31/2061	[\$0.00]
2/28/2061	[\$0.00]
3/31/2061	[\$0.00]
4/30/2061	[\$0.00]
5/31/2061	[\$0.00]
6/30/2061	[\$0.00]
7/31/2061	[\$0.00]

Month Ending	Capital Fee
8/31/2061	[\$0.00]
9/30/2061	[\$0.00]
10/31/2061	[\$0.00]
11/30/2061	[\$0.00]
12/31/2061	[\$0.00]
1/31/2062	[\$0.00]
2/28/2062	[\$0.00]
3/31/2062	[\$0.00]
4/30/2062	[\$0.00]

APPENDIX 19
PROPERTY DOCUMENTS⁶

⁶ To be updated prior to execution of this Project Agreement.

APPENDIX 20

COMPENSATION ON TERMINATION

1. PARTIAL TERMINATION BY PROJECT COMPANY FOR CITY EVENT OF DEFAULT OR PORT EVENT OF DEFAULT OR PARTIAL TERMINATION BY CITY FOR ITS CONVENIENCE

1.1 Calculation. If the Project Company elects to (i) terminate all of the obligations in respect of the City Facilities and the Shared Rooms and all FM Services under this Project Agreement and fully remove the City Facilities, the Shared Rooms and the FM Services from the Project or (ii) terminate all of the obligations in respect of the Port Facilities and the Shared Facilities under this Project Agreement and fully remove the Port Facilities and, subject to Section 7.23 (Obligation to Complete Shared Facilities Upon Port Partial Termination), the Shared Facilities from the Project, as the case may be, under this Project Agreement pursuant to Article 23 (City and Port Events of Default) or the City elects to terminate all of the obligations in respect of the City Facilities, the Shared Rooms and the FM Services under this Project Agreement and to fully remove the City Facilities and the Shared Rooms from the Project for its convenience pursuant to Section 24.1(B)(1) (City Partial Termination Rights), the City or the Port, as the case may be, will pay to the Project Company on the Partial Termination Payment Due Date a Partial Termination Payment equal to the aggregate of:

- (a) only upon a Partial Termination of the Port Facilities and the Shared Facilities, the Port Facilities Senior Debt at the Partial Termination Date; *plus*
- (b) only upon a Partial Termination of the City Facilities and the Shared Rooms and the FM Services, the City Facilities Senior Debt at the Partial Termination Date (provided, however, that if this Project Agreement is partially terminated pursuant to Section 25.3 (Non-Relocation), no make-whole payment shall be included in the amount of the City Facilities Senior Debt); *plus*
- (c) Employee Payments; *plus*
- (d) Project Contractor Breakage Costs; *plus*
- (e) in respect of a partial termination by the Project Company for a City Event of Default or a partial termination by the City for its convenience only, any accrued but unpaid amounts owing and payable by the City to the Project Company under this Project Agreement; *plus*
- (f) in respect of a partial termination by the Project Company for a Port Event of Default only, any accrued but unpaid amounts owing and payable by the Port to the Project Company under this Project Agreement; *plus*
- (g) in respect of a partial termination by the Project Company for a City Event of Default or a partial termination by the City for its convenience only, the net present value of the anticipated future nominal Distributions (post-tax on the part of the Project Company and pre-tax on the part of the Unit Holders) in respect of drawn share capital and payments in respect of any Unit Holder Debt as of the Partial Termination Date as determined by an independent third party expert appraiser (to be appointed by agreement between the parties from a list of names to be determined and according to a selection criteria to be agreed) within 90 days of the appointment by both parties of such expert appraiser taking

into account the recent historical performance of the Project Company (including performance failures and any remediation action taken) (less the documented costs expended to conduct the independent third-party expert appraisal); *minus*

- (h) Account Balances; *minus*
- (i) in respect of a partial termination by the Project Company for a City Event of Default or a partial termination by the City for its convenience only, Deferred Equity Amounts; *minus*
- (j) Insurance Proceeds actually received by the Project Company (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party),

provided, however, that if the City partially terminates this Project Agreement for its convenience pursuant to Section 24.1(B)(1) (City Partial Termination Rights), the City may elect to pay the portion of the Partial Termination Payment owing under this Section 1.1 corresponding to the outstanding City Facilities Senior Debt directly to the City Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (City), an amount of City Facilities Senior Debt equal to the outstanding City Facilities Senior Debt.

1.2 Project Company Notice and Determination. As soon as practicable after the Partial Termination Date in the circumstances described in Section 1.1 of this Appendix, the Project Company shall, acting reasonably, notify the City or the Port, as the case may be, of the Project Company's determination of the amount of the Partial Termination Payment due, and include in such notice the details and calculations of each component thereof, including a revised and up-to-date Financial Model and certificate from the applicable Senior Lenders as to the amounts owed to them. The Project Company shall provide to the City or the Port, as the case may be, all such documents and information as may be reasonably required by the City or the Port to confirm the amount of the Partial Termination Payment.

2. PARTIAL TERMINATION BY CITY OR TERMINATION BY CITY OR PORT FOR PROJECT COMPANY EVENT OF DEFAULT PRIOR TO THE FINAL CITY OCCUPANCY DATE

2.1 Calculation.

- (a) If the City or the Port terminates this Project Agreement pursuant to Article 22 (Project Company Events of Default) prior to the Final City Occupancy Date or the City terminates all of the obligations in respect of the City Facilities, the Shared Rooms and the FM Services under this Project Agreement and fully removes the City Facilities and the Shared Rooms and all FM Services from the Project pursuant to Article 22 (Project Company Events of Default) prior to the Final City Occupancy Date, other than for a partial termination arising out of the Project Company Event of Default set forth in Section 22.1(A)(6), the City shall pay the Project Company a Termination Payment or Partial Termination Payment, as the case may be, in an amount equal to:
 - (i) the greater of:
 - (1) the Net City Facilities Design-Build Work Value; and

(2) 80% of the City Facilities Senior Debt outstanding at the Partial Termination Date; *minus*

(ii) in respect of a partial termination by the City for a Project Company Event of Default or termination by the City for a Project Company Event of Default only, any Deferred Equity Amounts,

provided, however, in each case, the City may elect to pay the portion of the Partial Termination Payment or Termination Payment, as the case may be, owing under this Section 2.1(a) corresponding to the outstanding City Facilities Senior Debt directly to the City Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (City), the outstanding City Facilities Senior Debt.

(b) If the City terminates all of the obligations in respect of the City Facilities, the Shared Rooms and the FM Services under this Project Agreement and fully removes the City Facilities and the Shared Rooms and all FM Services from the Project pursuant to Article 22 (Project Company Events of Default) prior to the Final City Occupancy Date due to a Project Company Event of Default set forth in Section 22.1(A)(6), the City shall pay the Project Company a Partial Termination Payment in an amount equal to 100% of the City Facilities Senior Debt outstanding at the Partial Termination Date *minus* any Deferred Equity Amounts; provided, however, that in lieu of making such Partial Termination Payment, the City may elect to pay the portion of the Partial Termination Payment or Termination Payment, as the case may be, owing under this Section 2.1(b) corresponding to the outstanding City Facilities Senior Debt directly to the City Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (City), the outstanding City Facilities Senior Debt.

2.2 Project Company Notice and Determination. As soon as practicable in the circumstances described in Section 2.1 of this Appendix, the Project Company shall, acting reasonably, notify the City of the Project Company's determination of the amount of the Termination Payment or Partial Termination Payment, as the case may be, due, and include in such notice the details and calculations of each component thereof. The Project Company shall provide to the City all such documents and information as may be reasonably required by the City to confirm the amount of the Partial Termination Payment or Termination Payment.

3. PARTIAL TERMINATION BY PORT OR TERMINATION BY PORT OR CITY FOR PROJECT COMPANY EVENT OF DEFAULT PRIOR TO THE PORT OCCUPANCY DATE

3.1 Calculation. If the Port or the City terminates this Project Agreement pursuant to Article 22 (Project Company Events of Default) prior to the Port Occupancy Date or the Port terminates all of the obligations in respect of the Port Facilities and the Shared Facilities under this Project Agreement and fully removes the Port Facilities and, subject to Section 7.23 (Obligation to Complete Shared Facilities Upon Port Partial Termination), the Shared Facilities from the Project pursuant to Article 22 (Project Company Events of Default) prior to the Port Occupancy Date, the Port shall pay the Project Company a Partial Termination Payment in an amount equal to:

(a) the greater of:

(i) the Net Port Facilities Design-Build Work Value, and

- (ii) 80% of the Port Facilities Senior Debt outstanding at the Partial Termination Date,

[provided, however, in each case, the Port may elect to pay the portion of the Partial Termination Payment or Termination Payment, as the case may be, owing under this Section 3.1 corresponding to the outstanding Port Facilities Senior Debt directly to the Port Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (Port), the outstanding Port Facilities Senior Debt.]⁷

3.2 Project Company Notice and Determination. As soon as practicable in the circumstances described in Section 3.1 of this Appendix, the Project Company shall, acting reasonably, notify the Port of the Project Company's determination of the amount of the Partial Termination Payment due, and include in such notice the details and calculations of each component thereof. The Project Company shall provide to the Port all such documents and information as may be reasonably required by the Port to confirm the amount of the Partial Termination Payment.

4. TERMINATION BY CITY FOR PROJECT COMPANY EVENT OF DEFAULT AFTER THE FINAL CITY OCCUPANCY DATE

4.1 Calculation. If the City terminates this Project Agreement pursuant to Article 22 (Project Company Events of Default) after the Final City Occupancy Date, the City shall pay the Project Company a Termination Payment in an amount equal to:

- (a) the greater of
- (i) any accrued but unpaid amounts owing and payable by the City to the Project Company pursuant to this Project Agreement; and
 - (ii) 80% of the City Facilities Senior Debt outstanding at the Termination Date; *minus*
- (b) any Deferred Equity Amounts,

provided, however, in each case, the City may elect to pay the portion of the Termination Payment owing under this Section 4.1 corresponding to the outstanding City Facilities Senior Debt directly to the City Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (City), the outstanding City Facilities Senior Debt.

4.2 Notice and Determination. As soon as practicable in the circumstances described in Section 4.1 of this Appendix, the Project Company shall, acting reasonably, notify the City of the Project Company's determination of the amount of the Termination Payment due, and include in such notice the details and calculations of each component thereof. The Project Company shall provide to the City all such documents and information as may be reasonably required by the City to confirm the amount of the Termination Payment.

5. NO-FAULT PARTIAL TERMINATION BY CITY, PORT OR PROJECT COMPANY

5.1 Calculation. If (1) the City terminates all of the obligations in respect of the City Facilities, the Shared Rooms and the FM Services under this Project Agreement and fully removes the

⁷ Subject to confirmation by Port Lenders.

City Facilities, the Shared Rooms and the obligation to provide FM Services from the Project, or the Port terminates all of the obligations in respect of the Port Facilities and the Shared Facilities under this Project Agreement and fully removes the Port Facilities and, subject to Section 7.23 (Obligation to Complete Shared Facilities Upon Port Partial Termination), the Shared Facilities from the Project pursuant to Section 16.6 (Unavailability of Insurance for Insurable Force Majeure Events or for Third Party Liability), or (2) either the City or the Project Company elects to terminate all of the obligations in respect of the City Facilities, the Shared Rooms and the FM Services under this Project Agreement and fully remove the City Facilities and the Shared Rooms and the FM Services from the Project or the Port or the Project Company elects to terminate all of the obligations in respect of the Port Facilities and the Shared Facilities under this Project Agreement and fully remove the Port Facilities and, subject to Section 7.23 (Obligation to Complete Shared Facilities Upon Port Partial Termination), the Shared Facilities from Project in connection with (a) an Uninsurable Force Majeure Event pursuant to Sections 16.2(F) (City and Project Company Partial Termination Rights) or 16.2(G) (Port and Project Company Partial Termination Rights); (b) the condemnation or taking by eminent domain of the whole or substantially all of the City Facilities and the Shared Rooms or the Port Facilities, as applicable, pursuant to Sections 24.1(B)(5) (City Partial Termination Rights) and 24.1(C)(4) (Port Partial Termination Rights), Section 24.1(D)(1)(c) (Project Company Partial Termination Rights), or 24.1(D)(2)(e) (Project Company Partial Termination Rights); (c) the issuance of an injunction enjoining the performance of material obligations hereunder pursuant to Sections 24.1(B)(6) (City Partial Termination Rights), 24.1(C)(5) (Port Partial Termination Rights), 24.1(D)(1)(d) (Project Company Partial Termination Rights) or 24.1(D)(2)(c) (Project Company Partial Termination Rights); or (d) the occurrence and persistence of an Other Relief Event pursuant to Section 17.3(D) (City and Project Company Partial Termination Rights) or 17.3(E) (Port and Project Company Partial Termination Rights), then the City or the Port, as the case may be, will pay to the Project Company on the Partial Termination Payment Due Date a Partial Termination Payment equal to the aggregate of (without double counting):

- (a) only upon a Partial Termination of the Port Facilities and the Shared Facilities, the Port Facilities Senior Debt at the Partial Termination Date; *plus*
- (b) only upon of a Partial Termination of the City Facilities and the Shared Rooms and the FM Services, the City Facilities Senior Debt at the Partial Termination Date; *plus*
- (c) Employee Payments; *plus*
- (d) Project Contractor Breakage Costs; *plus*
- (e) any accrued but unpaid amounts owing and payable by the City or the Port to the Project Company under this Project Agreement; *plus*
- (f) all amounts paid to the Project Company by way of equity capital (less dividends and other distributions to have been paid to the Unit Holders) and Unit Holder Debt (less an amount equal to the aggregate of all payments of interest and principal to have been made by the Project Company in respect of such Unit Holder Debt) as shown in the Financial Model; *minus*
- (g) in the case of a Partial Termination Payment to be made by the City, Account Balances attributable to the City Facilities, the Shared Rooms and the FM Services; *minus*
- (h) in the case of a Partial Termination Payment to be made by the Port, Account Balances attributable to the Port Facilities; *minus*

- (i) Insurance Proceeds actually received by the Project Company (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party),

provided, however, in each case, (x) in respect of a Partial Termination Payment to be made by the City, the City may elect to pay the portion of the Partial Termination Payment owing under this Section 5.1 corresponding to the outstanding City Facilities Senior Debt directly to the City Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (City), the outstanding City Facilities Senior Debt [, and (y) in respect of a Partial Termination Payment to be made by the Port, the Port may elect to pay the portion of the Partial Termination Payment owing under this Section 5.1 corresponding to the outstanding Port Facilities Senior Debt directly to the Port Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (Port), the outstanding Port Facilities Senior Debt].⁸.

5.2 Eminent Domain Award Proceeds.

- (a) Prior to the Port Occupancy Date, if the obligations in respect of the City Facilities, the Shared Rooms and the FM Services are terminated under this Project Agreement and the City Facilities and the Shared Rooms or the Port Facilities and the Shared Facilities are fully removed from the Project in connection with the condemnation or taking by eminent domain of the whole or substantially all of such Facilities pursuant to Sections 24.1(B)(5) (City Partial Termination Rights), 24.1(C)(4) (Port Partial Termination Rights), 24.1(D)(1)(c) (Project Company Partial Termination Rights) or 24.1(D)(2)(e) (Project Company Partial Termination Rights), the proceeds therefrom shall be deposited in the City Insurance Trust Account or the Port Insurance Trust Account, as applicable, and applied in accordance with the terms of the Insurance Trust Agreement.
- (b) Subsequent to the Port Occupancy Date, if the obligations in respect of the City Facilities, the Shared Rooms, the Shared Facilities, and the FM Services are terminated under this Project Agreement and the City Facilities, the Shared Rooms, and the Shared Facilities are fully removed from the Project in connection with the condemnation or taking by eminent domain of the whole or substantially all of such Facilities pursuant to Sections 24.1(B)(5)(City Partial Termination Rights), 24.1(C)(4)(Port Partial Termination Rights), 24.1(D)(1)(c)(Project Company Partial Termination Rights) or 24.1(D)(2)(e)(Project Company Partial Termination Rights), the proceeds therefrom shall be deposited in the City Insurance Trust Account or the Port Trust Insurance Account, as applicable, and applied in accordance with the terms of the Insurance Trust Agreement.

5.3 Project Company Notice and Determination. As soon as practicable after the Partial Termination Date in the circumstances described in Section 5.1 of this Appendix, the Project Company shall, acting reasonably, notify the City or the Port, as the case may be, of the Project Company's determination of the amount of the Partial Termination Payment and include in such notice the details and calculations of each component thereof, including a revised and up to date Financial Model and certificates from the applicable Senior Lenders as to the amounts owed to them. The Project Company shall provide to the City all such documents and information reasonably necessary to confirm the amount of the Partial Termination Payment.

⁸ Subject to confirmation by Port Lenders.

6. PARTIAL TERMINATION BY PORT FOR ITS CONVENIENCE

6.1 Calculation. If the Port terminates all of the obligations in respect of the Port Facilities and the Shared Facilities under this Project Agreement and fully removes the Port Facilities and, subject to Section 7.23 (Obligation to Complete Shared Facilities Upon Port Partial Termination), the Shared Facilities from the Project for its convenience pursuant to Section 24.1(C)(1) (Port Partial Termination Rights), the Port will pay to the Project Company on the Partial Termination Payment Due Date a Partial Termination Payment equal to the aggregate of:

- (a) the Port Facilities Senior Debt as at the Partial Termination Date; *plus*
- (b) the cost of any additional land use entitlements and permits required as a result of such change; *plus*
- (c) increased costs of or schedule impacts to the City Facilities Design-Build Work and the Shared Rooms Design-Build Work; *plus*
- (d) Breakage Costs incurred in respect of the Port Facilities Construction Financing; *plus*
- (e) Project Contractor Breakage Costs incurred as a result of such partial termination,

[provided, however, that if the Port partially terminates this Project Agreement for its convenience pursuant to Section 24.1(C)(1) (Port Partial Termination Rights), the Port may elect to pay the portion of the Partial Termination Payment owing under this Section 6.1 corresponding to the outstanding Port Facilities Senior Debt directly to the Port Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (Port), the outstanding Port Facilities Senior Debt.]⁹

6.2 Project Company Notice and Determination. As soon as practicable after the Partial Termination Date in the circumstances described in Section 6.1 of this Appendix, the Project Company shall, acting reasonably, notify the Port of the Project Company's determination of the amount of the Partial Termination Payment and include in such notice the details and calculations of each component thereof, including a revised and up to date Financial Model and certificates from the Port Facilities Senior Lenders as to the amounts owed to them. The Project Company shall provide to the Port all such documents and information reasonably necessary to confirm the amount of the Partial Termination Payment.

7. RESERVED

8. RESERVED

9. TERMINATION BY THE PROJECT COMPANY FOR CITY NON-APPROPRIATION EVENT OR PORT NON-APPROPRIATION EVENT

9.1 Calculation. If the Project Company elects to terminate this Project Agreement following the failure of (1) the City Council to appropriate funds for any payment due to the Project Company from the City under this Project Agreement pursuant to Section 25.1(F)(2) (City Non-Appropriation Events), or (2) either of the City Council or the Board of Harbor Commissioners to appropriate funds for any payment due to the Project Company from the Port under this Project Agreement pursuant to Section 25.2(E)(2) (Port Non-Appropriation Events), in each case, the City or the

⁹ Subject to confirmation by the Port Lenders.

Port, as the case may be, shall pay to the Project Company on the Termination Payment Due Date a Termination Payment equal to the aggregate of:

- (a) the Senior Debt at the Termination Date; *plus*
- (b) Employee Payments; *plus*
- (c) Project Contractor Breakage Costs; *plus*
- (d) any accrued but unpaid amounts owing and payable by the City to the Project Company under this Project Agreement; *plus*
- (e) the net present value of the anticipated future nominal Distributions (post-tax on the part of the Project Company and pre-tax on the part of the Unit Holders) in respect of drawn share capital and payments in respect of any Unit Holder Debt as of the Termination Date as determined by an independent third party expert appraiser (to be appointed by agreement between the parties from a list of names to be determined and according to a selection criteria to be agreed) within 90 days of the appointment by both parties of such expert appraiser taking into account the recent historical performance of the Project Company (including performance failures and any remediation action taken) (less the documented costs expended to conduct the independent third-party expert appraisal); *minus*
- (f) Account Balances; *minus*
- (g) in respect of a Termination Payment to be made by the City only, Deferred Equity Amounts; *minus*
- (h) Insurance Proceeds actually received by the Project Company (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party).

9.2 Project Company Notice and Determination. As soon as practicable after the Termination Date in the circumstances described in Section 9.1 of this Appendix, the Project Company shall, acting reasonably, notify the City of the Project Company's determination of the amount of the Termination Payment due, and include in such notice the details and calculations of each component thereof, including a revised and up-to-date Financial Model. The Project Company shall provide to the City all such documents and information as may be reasonably required by the City to confirm the amount of the Termination Payment.

10. TERMINATION BY THE CITY, THE PORT OR THE PROJECT COMPANY FOR TAKING OR INJUNCTION IMPACTING THE SHARED FACILITIES

10.1 Calculation. If (1) either the City and the Port or the Project Company elects to terminate this Project Agreement in connection with (a) the issuance of an injunction enjoining the performance of material obligations hereunder in respect of the Shared Facilities pursuant to Sections 24.1(A)(3) (City and Port Termination Rights) or 24.1(E)(1) (Project Company Termination Rights); or (b) the condemnation or taking by eminent domain of the whole or substantially all of the Shared Facilities pursuant to Sections 24.1(A)(2) (City and Port Termination Rights) or 24.1(E)(2) (Project Company Termination Rights), then the City or the Port, as the case may be, will pay to the Project

Company on the Termination Payment Due Date a Termination Payment equal to the aggregate of (without double counting):

- (a) the Senior Debt at the Termination Date; *plus*
- (b) Employee Payments; *plus*
- (c) Project Contractor Breakage Costs; *plus*
- (d) any accrued but unpaid amounts owing and payable by the City or the Port to the Project Company under this Project Agreement; *plus*
- (e) all amounts paid to the Project Company by way of equity capital (less dividends and other distributions to have been paid to the Unit Holders) and Unit Holder Debt (less an amount equal to the aggregate of all payments of interest and principal to have been made by the Project Company in respect of such Unit Holder Debt) as shown in the Financial Model; *minus*
- (f) Account Balances; *minus*
- (g) Insurance Proceeds actually received by the Project Company (excluding proceeds of personal injury, property damage or other third party liability insurance payable to or for the account of a third party),

provided, however, in each case, (x) in respect of a Termination Payment to be made by the City, the City may elect to pay the portion of the Termination Payment owing under this Section 10.1 corresponding to the outstanding City Facilities Senior Debt directly to the City Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (City), the outstanding City Facilities Senior Debt[, and (y) in respect of a Termination Payment to be made by the Port, the Port may elect to pay the portion of the Partial Termination Payment owing under this Section 10.1 corresponding to the outstanding Port Facilities Senior Debt directly to the Port Facilities Senior Lenders by assuming, in accordance with the Lenders' Direct Agreement (Port), the outstanding Port Facilities Senior Debt].¹⁰.

10.2 Project Company Notice and Determination. As soon as practicable after the Termination Date in the circumstances described in Section 10.1 of this Appendix, the Project Company shall, acting reasonably, notify the City and the Port of the Project Company's determination of the amount of the Termination Payment due, and include in such notice the details and calculations of each component thereof, including a revised and up-to-date Financial Model and certificate from the Senior Lenders as to the amounts owed to them. The Project Company shall provide to the City and the Port all such documents and information as may be reasonably required by the City and the Port to confirm the amount of the Termination Payment.

11. ASSUMPTION OF SENIOR DEBT

The assumption of any Senior Debt contemplated by this Appendix 20 shall be subject the terms of the Lenders' Direct Agreement (Port) or the Lenders' Direct Agreement (City), as the case may be.

¹⁰ Subject to confirmation of Port Lenders.

APPENDIX 21

ENERGY

1. ENERGY SUPPLY AND CONSUMPTION

1.1 Energy Supply and Payment. Pursuant to Section 9.2 of this Project Agreement, the City will from time to time as required enter into contracts with Energy suppliers for the supply of Energy to the City Facilities, the Shared Facilities and the Shared Rooms, and will be responsible for all payments related to such contracts. Without limiting the Project Company's obligations set forth in Schedule 8 (FM Standards), the Project Company will administer such contracts, including dealing with suppliers to resolve issues that may arise from time to time, and will provide such other reasonable assistance related to such contracts as may be requested by the City.

1.2 Recording and Monitoring Weather Data and Energy Consumption. The Project Company will collect Weather Data for the Energy Guaranteed City Facilities from the NOAA weather station for Long Beach – Daugherty Field and will install equipment to record and monitor consumption of each type of Energy in the Energy Guaranteed City Facilities which shall:

- (a) be suitable and properly calibrated to enable the Project Company to undertake and provide, in a readable and editable format consistent with industry practice, real time:
 - (i) collection and monitoring of:
 - (1) Energy trends, including current and historic Energy Consumption;
 - (2) Energy use breakdown of utility consumption data (e.g. natural gas and electricity for the Energy Guaranteed City Facilities). Sub-metering shall collect information in the same units as the utility meters;
 - (3) end use breakdown by heating, cooling, heat-rejection, pumps, fans, interior lighting, exterior lighting, hot-water, equipment loads and domestic hot water consumption;
 - (ii) analysis of the data collected, including:
 - (1) graphical comparisons to:
 - (A) historical (year over year) consumption;
 - (B) weather data;
 - (C) Utility bills; and
 - (D) Energy Consumption by end use against declared Energy targets;
 - (iii) early warnings of malfunctions and deviations from norms; and
- (b) be secured by the Project Company so that it is not lost or degraded (i) as a result of any equipment or service malfunctions, or (ii) as a result of any adjustment, modification or loss from any source.

1.3 Energy Consumption Certificate. Promptly after the end of each month following the Initial Occupancy Date, the Project Company will deliver to the City a certificate showing for Energy Guaranteed City Facilities:

- (a) the Energy Consumption by Energy source in kWh and Therms for that month with respect to:
 - (i) total Energy Consumption;
 - (ii) Targeted Energy Consumption; and
 - (iii) Non-Targeted Energy Consumption;
- (b) peak demand date and hour;
- (c) the Weather Data for that month;
- (d) building occupancy based on the full time staffing levels provided by the City; and
- (e) any other variable that affects the Energy Consumption relative to the energy model assumptions set forth in Attachment 21A to this Appendix.

2. DESIGN AND CONSTRUCTION ENERGY GUARANTEES

2.1 Monitoring of Energy Consumption. For Energy Guaranteed City Facilities during the Energy Year, the Project Company and the City will monitor Energy Consumption in order to determine the Energy Consumption for the Energy Year.

2.2 Adjustment to Design and Construction Energy Target. After the Final City Occupancy Date, at the end of each of the first three Energy Years, the Project Company shall engage the firm that has prepared the Energy Model to review Energy Consumption data gathered for the Energy Guaranteed City Facilities during the Energy Year and determine whether and to what extent the Design and Construction Energy Target should be adjusted based on actual climate conditions, occupancy, equipment use and City or Port controlled effects during the Energy Year that differ from the factors taken into account in the Energy Model assumptions set out in Attachment 21A to this Appendix. The adjusted Design and Construction Energy Target at the end of each Energy Year as determined pursuant to this Section 2.2 of this Appendix is referred to in this Appendix as the “Adjusted Design and Construction Energy Target”. The Adjusted Design and Construction Energy Target will be arrived at by implementing the above noted adjustments in the Energy Model for each of the Energy Years.

2.3 Photovoltaic Systems. The Project Company does not guarantee kWh production from Project photovoltaic systems. The City and the Port will be the sole beneficiaries of kWh generated by Project photovoltaic systems and any related cost savings attained through net-metering or other commercial arrangement with Energy suppliers.

2.4 Submetering. The BMS and submetering systems for the Energy Guaranteed City Facilities shall, among other things, enable the Owner and the Project Company to discern:

- (a) Targeted Energy Consumption from other energy consumption;
- (b) Shared Facilities consumption from Port Facilities consumption;

- (c) Central Utility Plant & Yard consumption (and production);
- (d) Plug load consumption in the aggregate and by building floor; and
- (e) Project photovoltaic system production.

3. GAIN AND PAIN GUARANTEE

3.1 Average Unit Cost – Electricity. In respect of the Energy Guaranteed City Facilities, the “Average Unit Cost – Electricity” for an Energy Year shall be the amount obtained by dividing:

- (a) all amounts paid or payable by the City in respect of the supply of electricity, less any standby charges, departing load charges or other charges imposed on the City for the photovoltaic system production, net of total annual savings from onsite photovoltaic production (\$/kWh) in that Energy Year in the Energy Guaranteed City Facilities; by
- (b) the electricity consumption net of any and all onsite photovoltaic production (kWh) for that Energy Year in the Energy Guaranteed City Facilities.

3.2 Average Unit Cost – Natural Gas. In respect of the Energy Guaranteed City Facilities, the “Average Unit Cost – Natural Gas” for an Energy Year shall be the amount obtained by dividing:

- (a) all amounts paid or payable by the City in respect of the supply of the natural gas in that Energy Year in the Energy Guaranteed City Facilities; by
- (b) the natural gas consumption (Therms) for that Energy Year in the Energy Guaranteed City Facilities.

3.3 Energy Painshare During First Three Energy Years. For each of the first three Energy Years, the Energy Painshare for an Energy Year shall be 100% of the product of:

- (a) the amount, if any, by which the Targeted Energy Consumption in that Energy Year for the Energy Guaranteed City Facilities is greater than 115% of the Adjusted Design and Construction Energy Target for that Energy Year for the Energy Guaranteed City Facilities; and
- (b) the Average Unit Cost – Electricity and the Average Unit Cost – Natural Gas for that Energy Year.

3.4 Energy Gainshare During First Three Energy Years. For each of the first three Energy Years, the Energy Gainshare for an Energy Year shall be 100% of the product of:

- (a) the amount, if any, by which the Targeted Energy Consumption in that Energy Year for the Energy Guaranteed City Facilities is less than 85% of the Adjusted Design and Construction Energy Target for that Energy Year for the Energy Guaranteed City Facilities; and
- (b) the Average Unit Cost – Electricity and the Average Unit Cost – Natural Gas for that Energy Year.

3.5 No Energy Gainshare or Energy Painshare after Third Energy Year. For greater clarity, there shall be no Energy Gainshare or Energy Painshare after the third Energy Year.

3.6 Calculation and Invoicing. The Project Company will submit to the City for each of the first three Energy Years the Project Company's calculation of the Average Unit Cost – Electricity and the Average Unit Cost – Natural Gas and Energy Gainshare and Energy Painshare for the Energy Guaranteed City Facilities basis as soon as practicable, and in any event within 20 Business Days after the receipt of the last invoice containing information on all Energy use during that Energy Year. The City shall deduct from the Service Fee the amount of Energy Painshare so agreed pursuant to this Section, which deduction shall be made from the next scheduled payment of the Service Fee. The City shall pay to Project Company the amount of any Energy Gainshare so agreed pursuant to this Section, which payment shall be included along with the next scheduled payment of the Service Fee. Any unresolved dispute about such calculations will be resolved in accordance with the Dispute Resolution Procedures set forth in Article 20 of this Project Agreement.

ATTACHMENT 21A

ENERGY MODEL ASSUMPTIONS

1. GENERAL REQUIREMENTS OF ENERGY MODELS AND SIMULATIONS

1.1 Modeling Software. The Project Company shall use the DOE2.2 energy modeling software tool for each energy model (the “Energy Model”) at all stages of the Project unless otherwise agreed between the City and the Project Company.

1.2 Supplementary Software. The Project Company may:

- (a) use additional supplementary software tools, such as RetScreen or Excel, in conjunction with the above eligible energy modelling software tools as long as doing so does not limit the City’s ability to use modeling software for purposes described in Section 2.2 of Appendix 21 (Energy); and
- (b) modify the underlying simulation code for the purposes of modeling systems and energy efficiency measures not managed by the modeling software, in which case the Project Company shall fully describe and justify any such changes to the City’s satisfaction.

2. ENERGY MODEL ASSUMPTIONS

2.1 Assumptions. The Project Company shall use the following energy model assumptions for the City Facilities to determine the Target Energy Consumption:

- (a) Take-Offs:
 - (i) the Project Company shall use interior wall dimensions for determining building areas. Wall heights will be full floor-to-floor height. Window areas will represent the total area of the rough opening.
- (b) Location and Weather Files:
 - (i) the Project Company shall set Long Beach-Daugherty Field weather file for all Energy Guaranteed City Facilities as the selected location and use the associated TMY3 default weather files.
- (c) Energy Unit Prices for purposes of determining the Base Energy Payment:
 - (i) the Average Electricity Consumption price shall be \$0.14/kWh; and
 - (ii) the Average Natural Gas price shall be \$0.80/Therm
- (d) Occupancy Load and Operating Schedules (Occupancy, Lights, Receptacles):
 - (i) occupant densities shall be as set forth in Table 21-1. For space types not identified, occupancy densities shall be as set forth in the ASHRAE 62.1 -2010 standard;

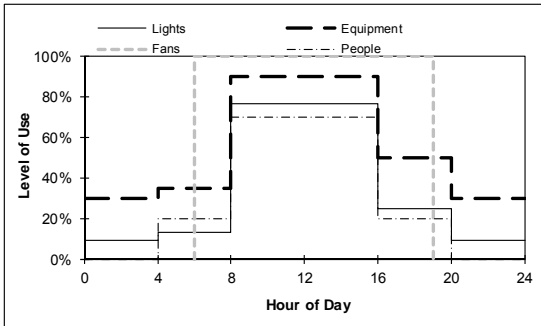
Table 21-1
Occupant Densities

Space Description	Occupancy Density (sf/person)
Private office	100
Open office	100
Conference	15
Lobby	100
Corridor	1000
Storage	333
Garage	1000
Restroom	100
Mechanical/electrical	1000
Chambers	15
Stairs	100
Waiting	100
Work Room	100
Elevator	1000
Green Room (Lounge)	100
Loading dock	1000
Library (Reading Area)	50
Library (Stacks)	100
Monument Lobby	100
Marketplace	100
Commons	100
IT Room	1000

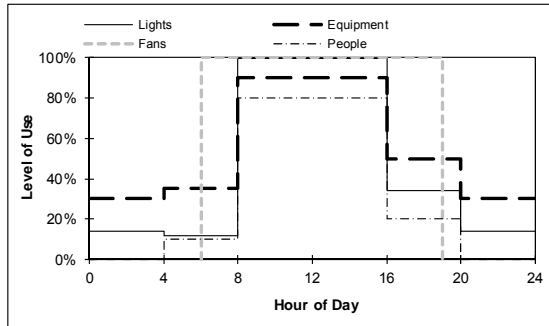
- (ii) operating profiles shall be as set forth in Figures 21-1, 21-2, and 21-3. For space types not identified, operating profiles shall match California Title 24 ACM Manual as refined after further coordination with the City;

Figure 21-1
Weekdays

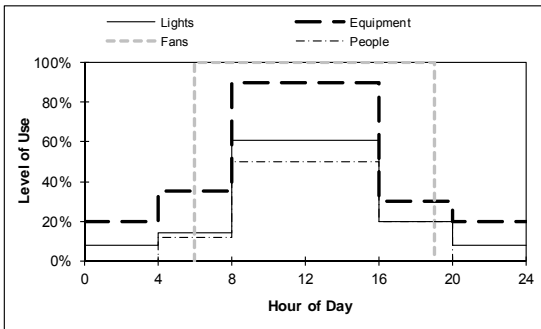
Private office



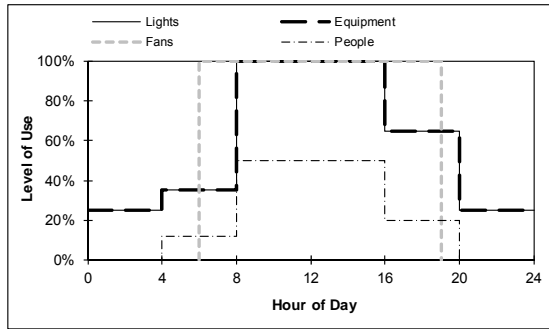
Open office



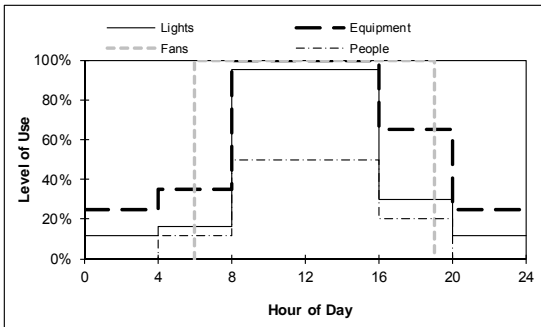
Conference



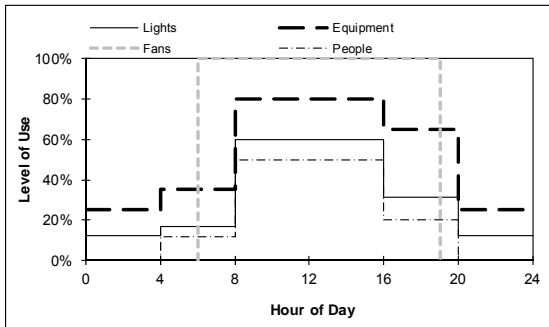
Lobby



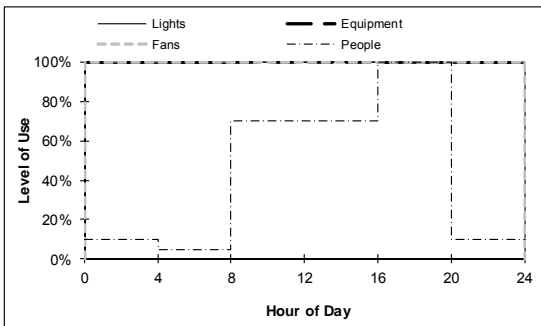
Corridor



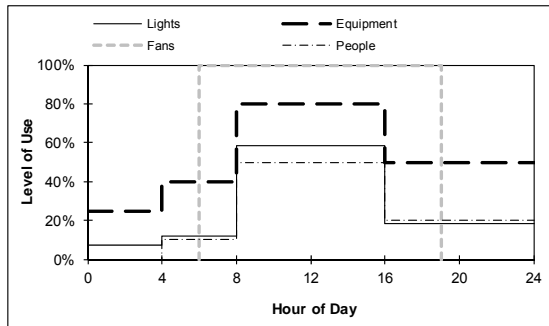
Storage



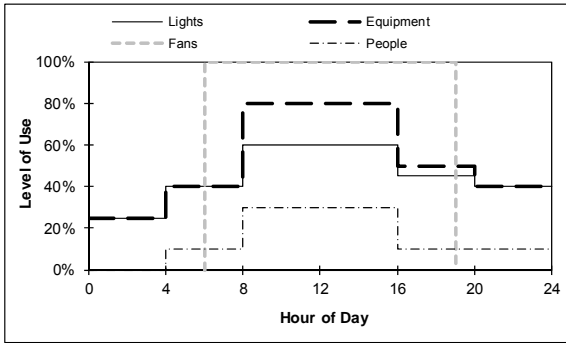
Garage



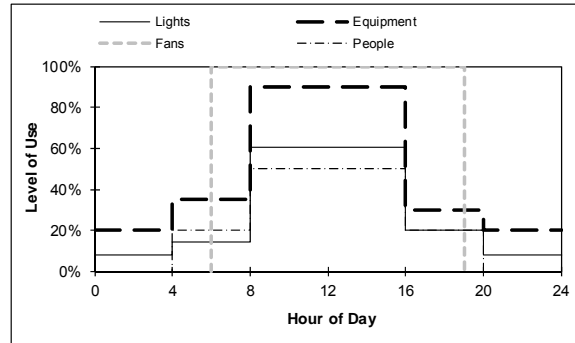
Restroom



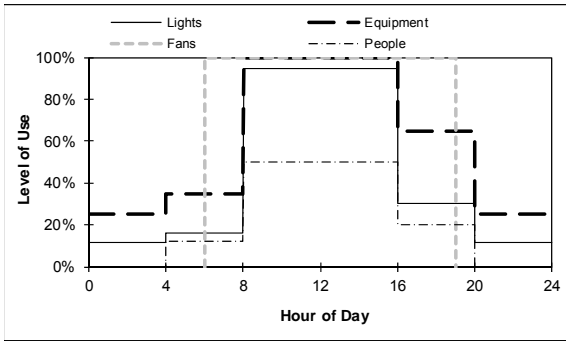
Mech/elec



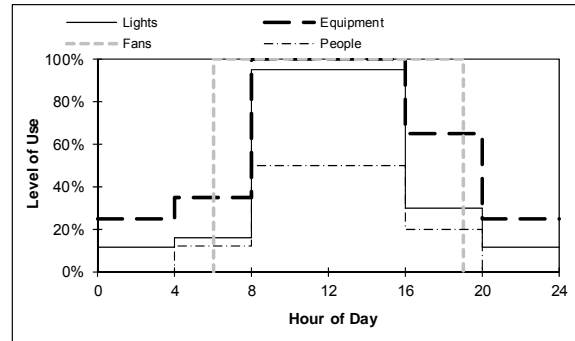
Chambers



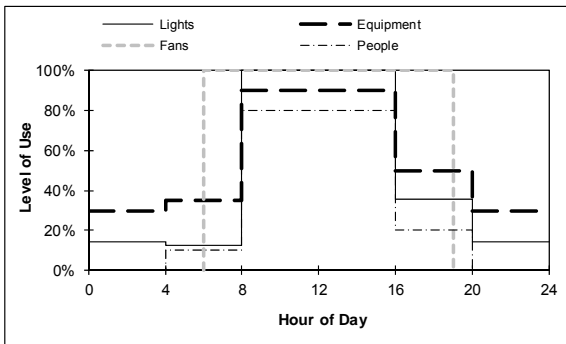
Stairs



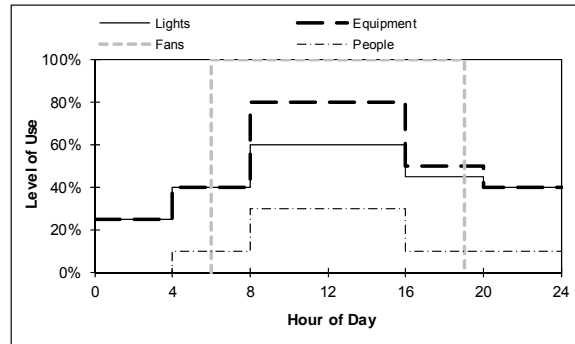
Waiting



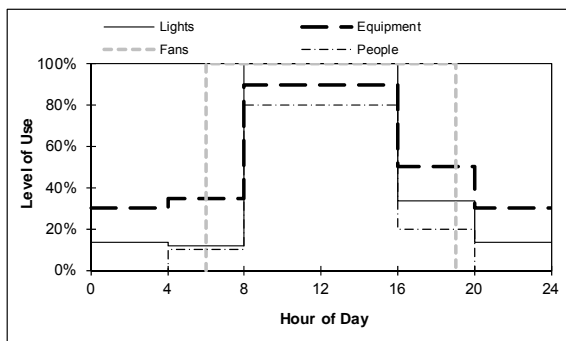
Work Room



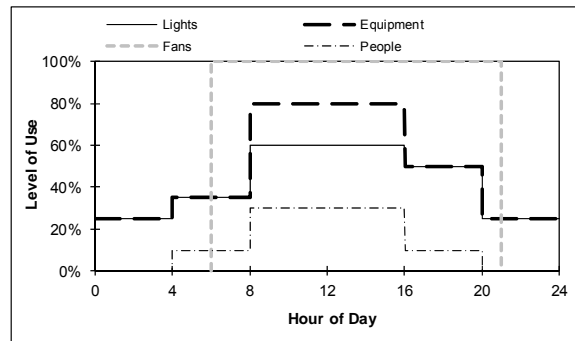
Elevator



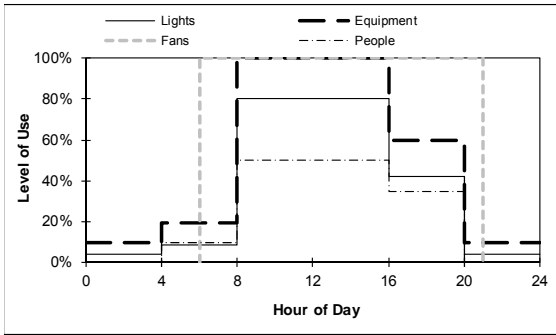
Green Room (Lounge)



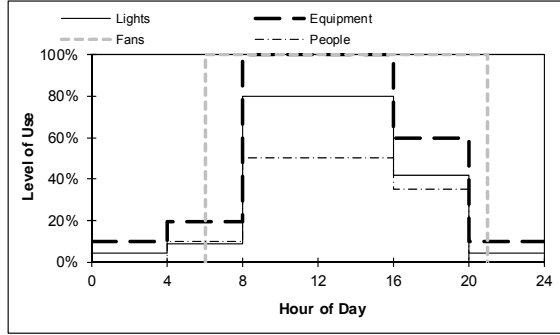
Loading dock



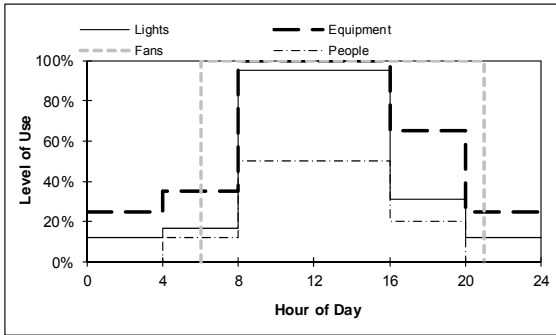
Library (Reading Area)



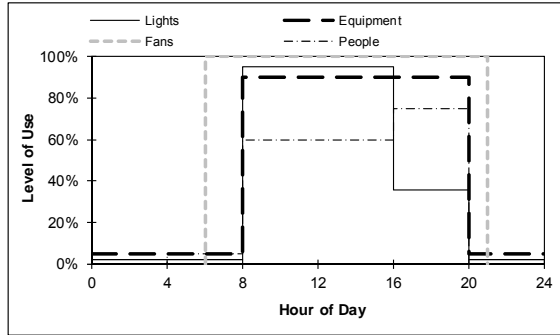
Library (Stacks)



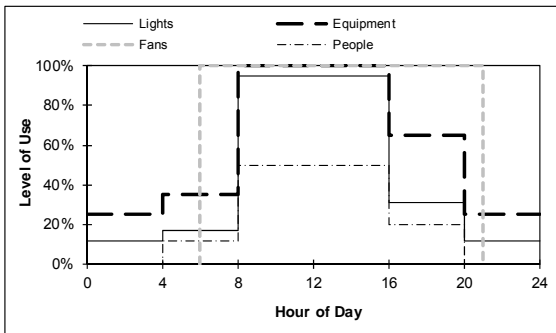
Monument Lobby



Marketplace



Commons



IT Room

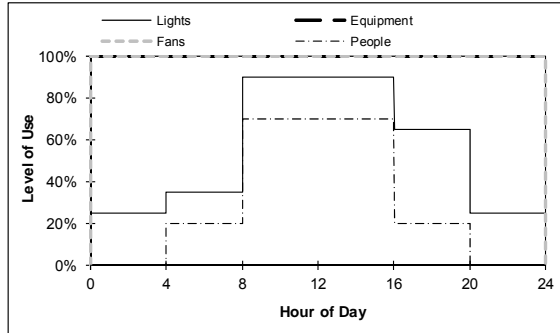
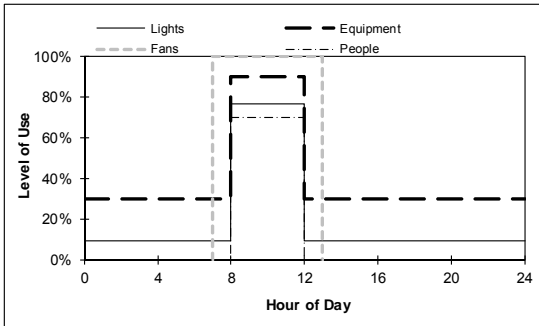
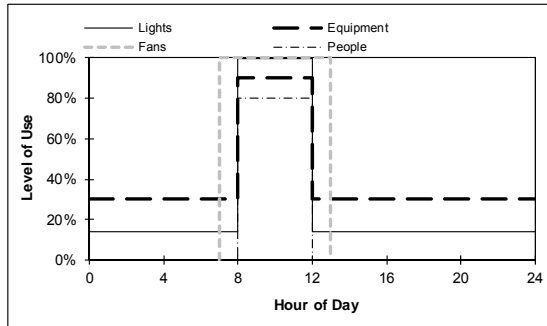


Figure 21-2
Saturday

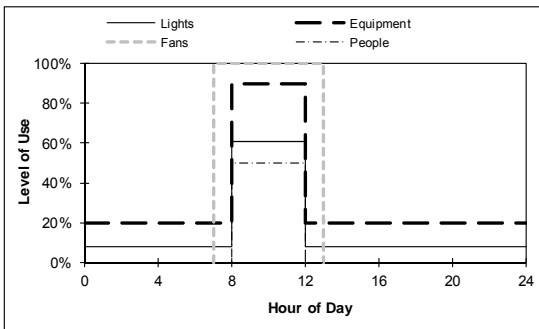
Private office



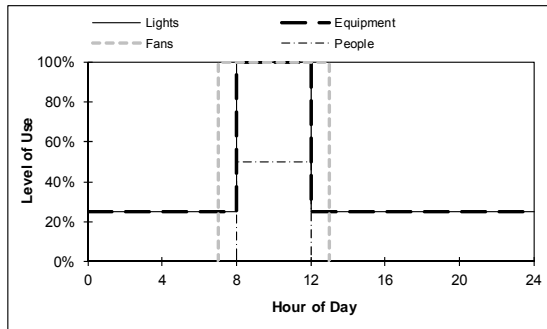
Open office



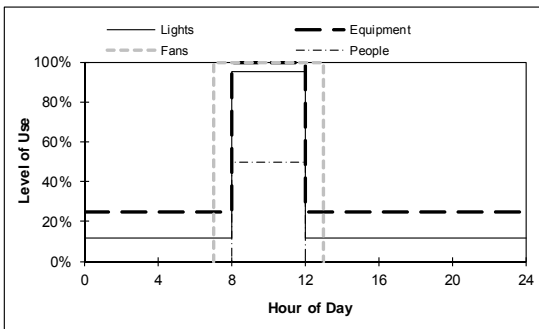
Conference



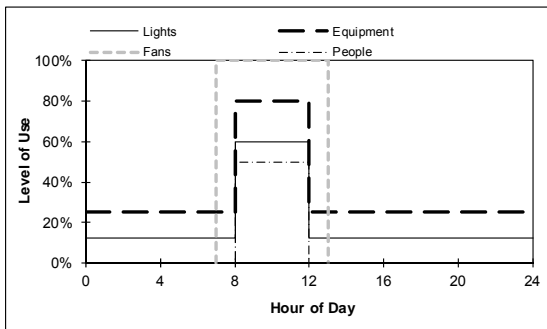
Lobby



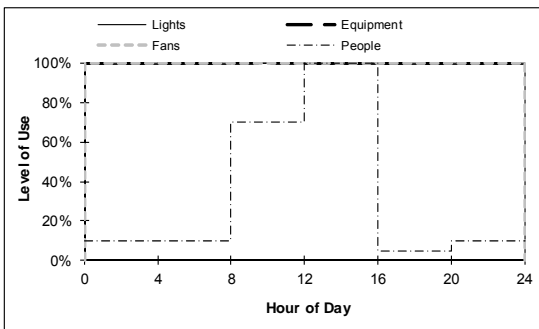
Corridor



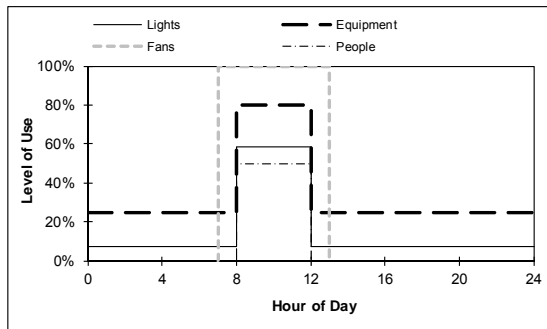
Storage



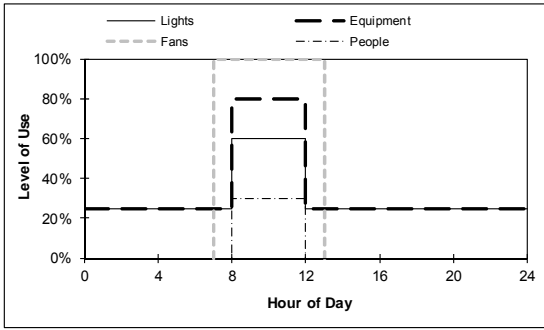
Garage



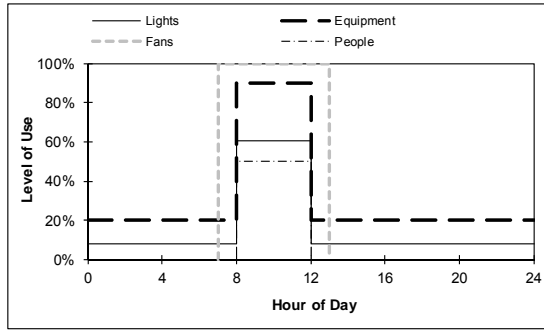
Restroom



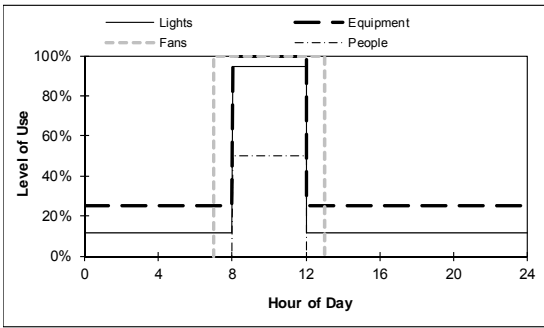
Mech/elec



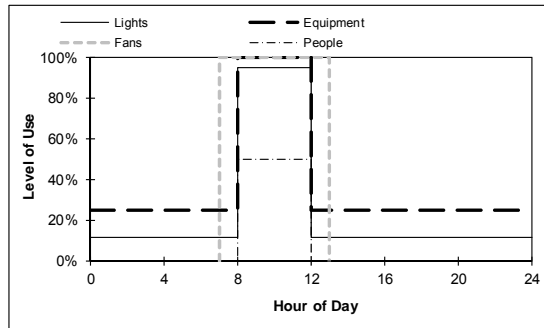
Chambers



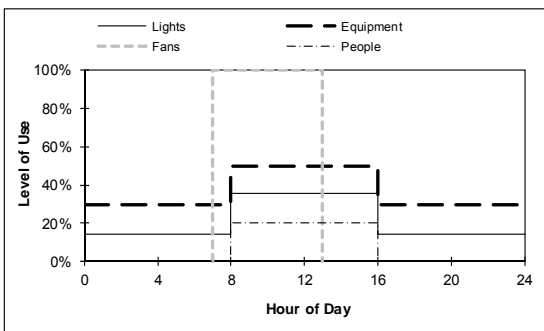
Stairs



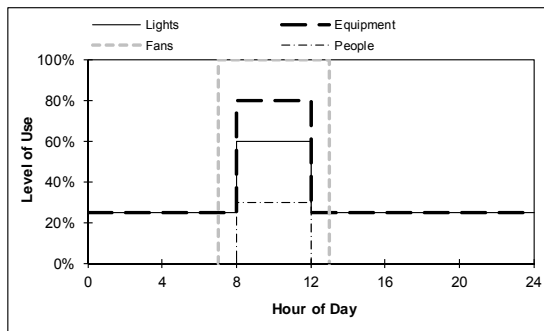
Waiting



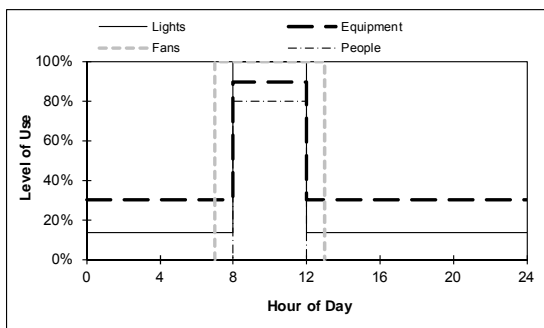
Work Room



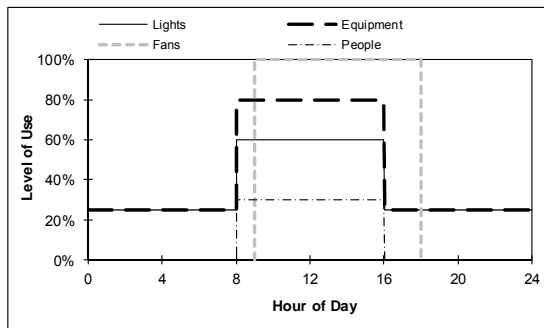
Elevator



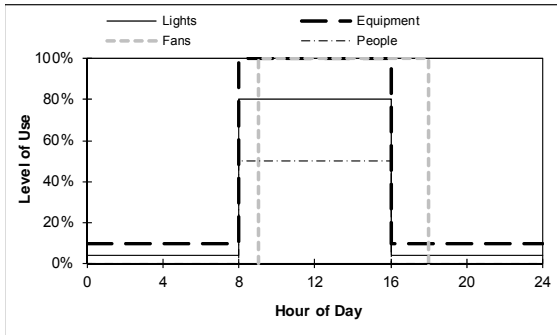
Green Room (Lounge)



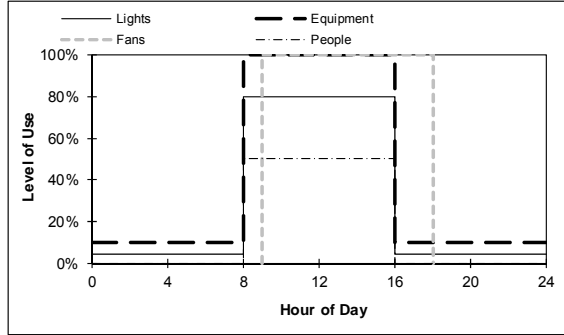
Loading dock



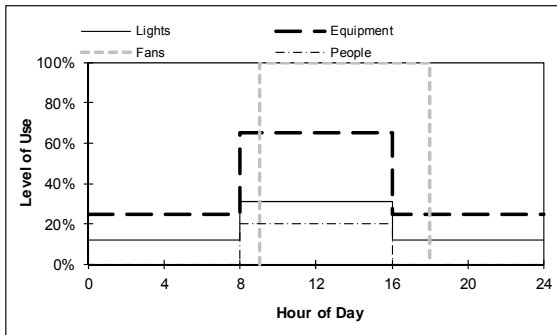
Library (Reading Area)



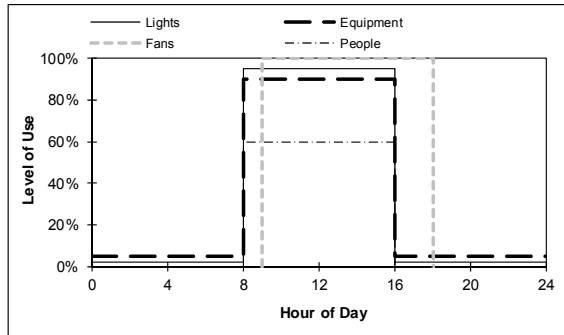
Library (Stacks)



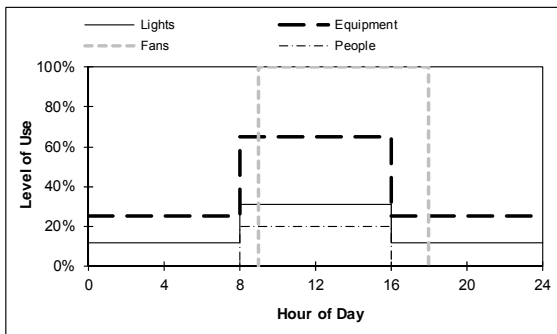
Monument Lobby



Marketplace



Commons



IT Room

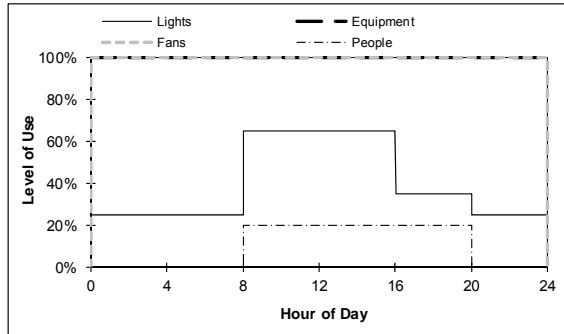
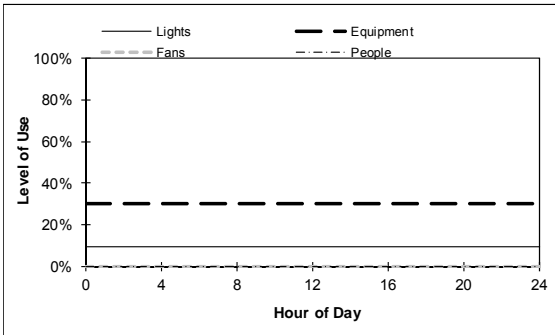
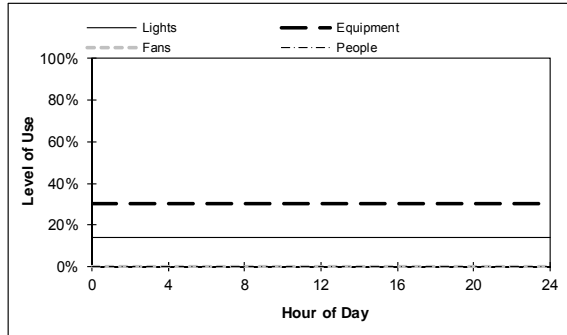


Figure 21-3
Sunday/Holiday

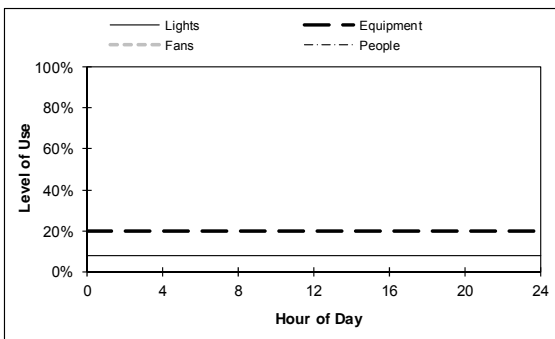
Private office



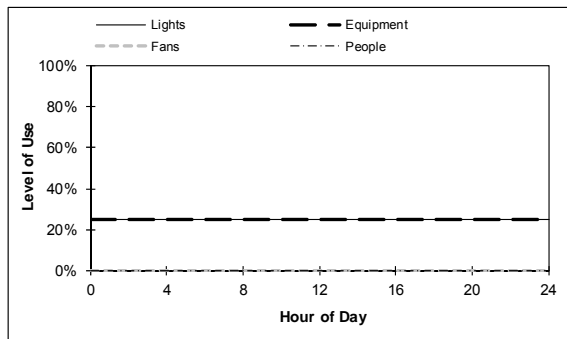
Open office



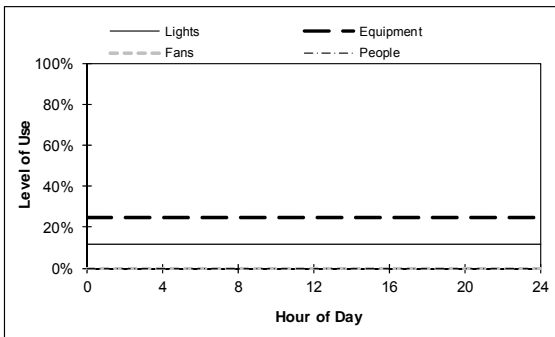
Conference



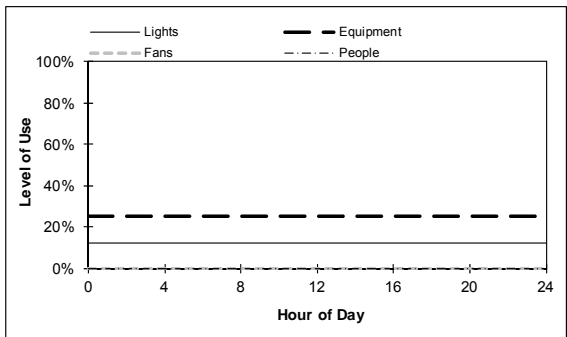
Lobby



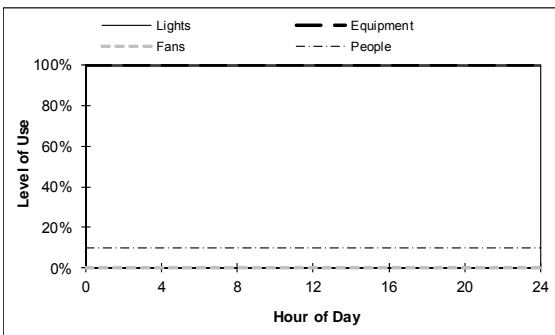
Corridor



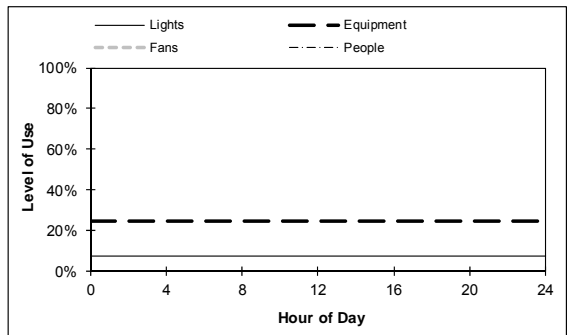
Storage



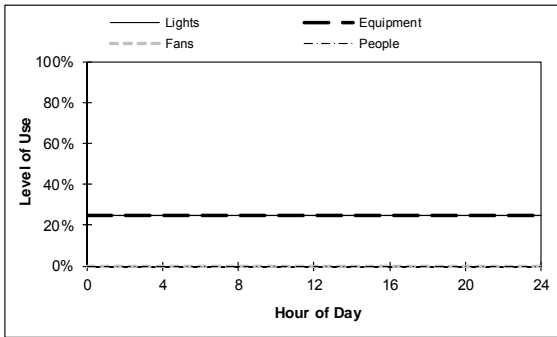
Garage



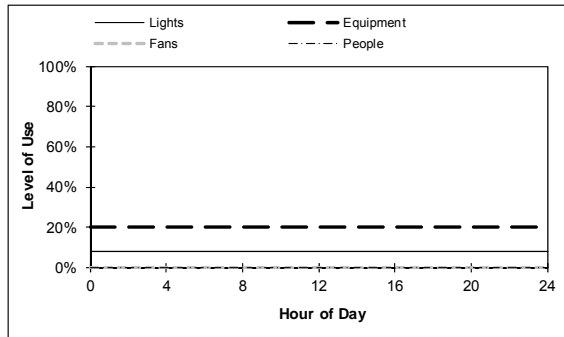
Restroom



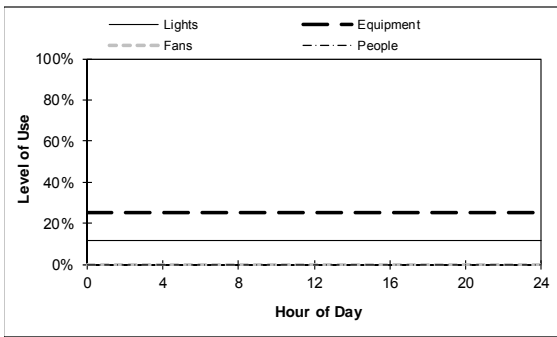
Mech/elec



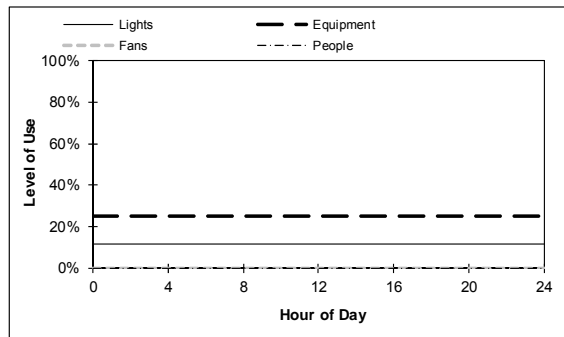
Chambers



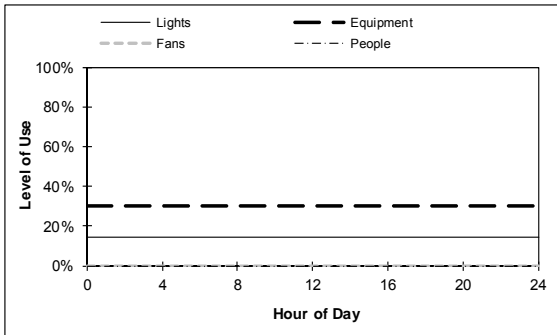
Stairs



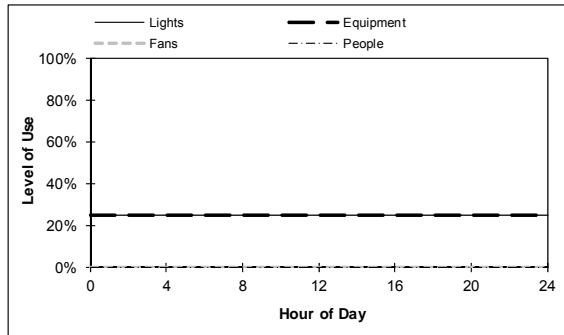
Waiting



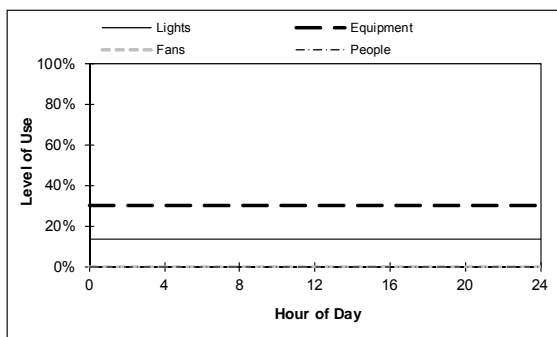
Work Room



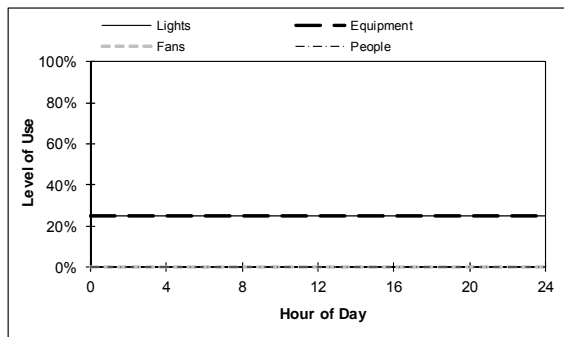
Elevator



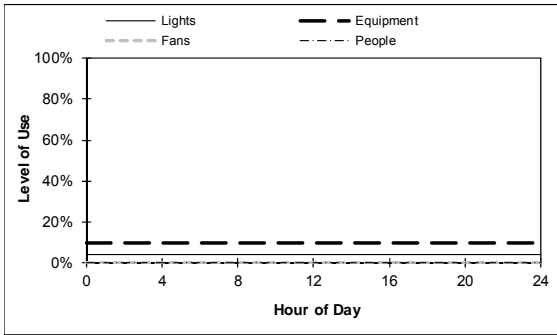
Green Room (Lounge)



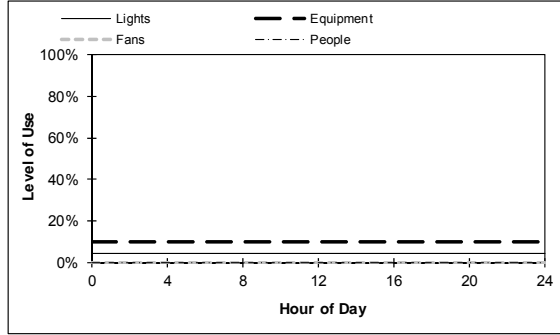
Loading dock



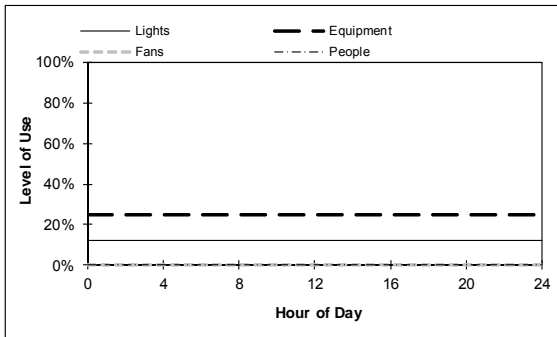
Library (Reading Area)



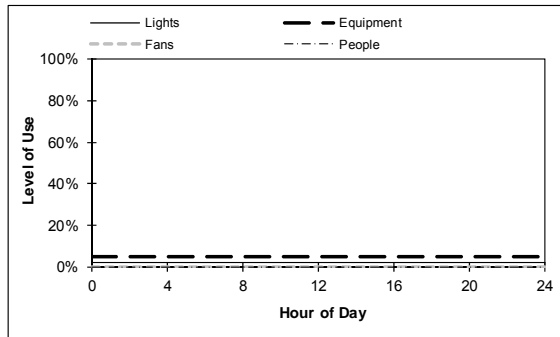
Library (Stacks)



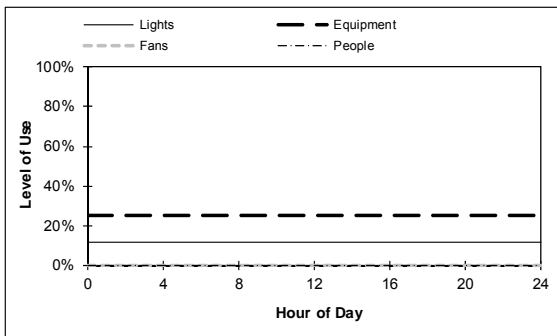
Monument Lobby



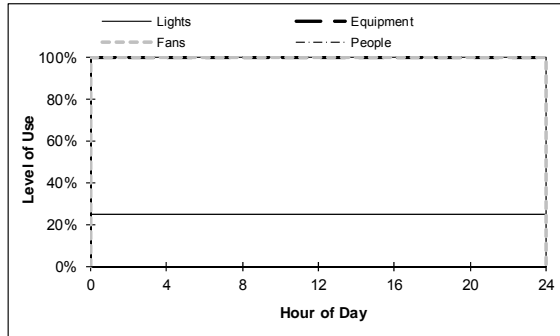
Marketplace



Commons



IT Room



(iii) building operating hours shall be assumed to be as set forth in Table 21-2; and

Table 21-2
Operating Hours

City Hall Building	
Monday – Friday	7 am – 6 pm
Saturday	8 am – 12 noon
Sunday / Holiday	Closed

Regularly Scheduled Events	varies
Library	
Monday - Thursday	7 am – 8 pm
Friday – Saturday	10 am – 5 pm
Sunday / Holiday	Closed

- (iv) exterior LED lighting shall be set to “on” at dusk and “off” at midnight and shall have the same schedule every day of the week.
- (e) Fan Schedules:
 - (i) for all zones, fans schedules shall be set to “on” for all occupied hours (i.e. schedule value equals 100% for all occupied hours).
- (f) Cooling Thermostat Setpoint Schedules:
 - (i) the Project Company shall set cooling thermostat set-point schedules for all zones at 74°F unless otherwise specified in the Basis of Design;
 - (ii) the Project Company shall model zones without cooling based on a cooling thermostat set-point schedule set to 200°F for all hours;
 - (iii) where modeled zones contain spaces with different cooling set-points (based on the requirements set out in Appendix 5 (D&C Standards), the Project Company shall model the zone using the set-point for the space requiring the lowest set-point temperature; and
 - (iv) for the purposes of these simulations, “set-back” of cooling temperatures (e.g. during unoccupied hours) shall be permitted as defined in Appendix 5 (D&C Standards).
- (g) Heating Thermostat Set Point Schedules:
 - (i) heating thermostat set-point schedules for all zones shall be assumed to be at 68°F unless otherwise specified in Appendix 5 (D&C Standards);
 - (ii) where modeled zones contain spaces with different heating set-points (based on the requirements set out in Appendix 5 (D&C Standards)), the Project Company shall model the zone using the set-point for the space requiring the highest set-point temperature; and
 - (iii) for the purposes of these simulations, “set-back” of heating temperatures (e.g. during unoccupied hours) shall be permitted as defined in Appendix 5 (D&C Standards).

- (h) Lighting, Receptacle, and Service Water Heating (“SWH”) Load Schedules:
 - (i) for all zones, set the lighting as set forth in Table 21-3, below. For space types not identified schedule to the best matching ASHRAE space type based on space function;

Table 21-3
Lighting

Space Description	Targeted Lighting Power Density (W/sf)
Private office	0.80
Open office	0.80
Conference	0.90
Lobby	0.90
Corridor	0.40
Storage	0.20
Garage	0.10
Restroom	0.60
Mechanical/electrical	1.10
Chambers	0.90
Stairs	0.40
Waiting	0.90
Work Room	0.80
Elevator	0.00
Green Room (Lounge)	0.60
Loading dock	0.60
Library (Reading Area)	0.80
Library (Stacks)	1.20
Monument Lobby	0.90
Marketplace	0.90
Commons	0.90
IT Room	1.10

- (ii) receptacles shall be assumed to meet the equipment power densities W/sf set forth in Table 21-4. The equipment plug loads of the buildings averages 0.79 W/ft². For space types not identified, equipment power densities shall match California Title 24 ACM Manual; and

Table 21-4
Equipment Power Densities

Space Description	Equipment Power Density (W/sf)
--------------------------	---------------------------------------

Chambers	0.9
Commons	0.9
Conference	0.9
Corridor	0.4
Mechanical/Electrical	1.1
Elevator	0.0
Green Room	0.6
IT Rooms	1.1
Library, Reading Area	0.8
Library, Stacks	1.2
Loading Dock	0.6
Lobby, General	0.9
Marketplace	0.9
Monument Lobby	0.9
Office, Enclosed	0.8
Office, Open	0.8
Parking Garage	0.1
Restrooms	0.6

(iii) service water heating shall be based on Btu/hr/person by space type according to California Title 24 ACM Manual as refined in a manner to be agreed by the City and the Project Company.

(i) Additional Equipment Loads:

(i) where additional loads beyond the receptacle load densities estimated in Section 2.1(h) of this Attachment 21A are anticipated for equipment listed in the D&C Standards, the Project Company shall use equipment information to model the effect of equipment on energy usage and, if the equipment is located within the conditioned building envelope, any effects on interior heat gain. Plug, non-regulated loads, or process loads for equipment located outside of the building envelope shall be calculated separately if not supported as an exterior load within the modelling environment. Any energy consumption or energy cost savings claimed for equipment, plug, non-regulated loads, or process loads, shall be substantiated by comparison against a recognized third party standard, for example the most current ASHRAE 90.1 standard for exterior lighting or Energy Star Minimums for computer equipment. All annual energy consumption resulting from equipment loads shall be included in the model used to determine the Targeted Energy Consumption; these loads shall be included in the model used to assess effects on Targeted Energy Consumption while not necessarily forming part of the Targeted Energy Consumption.

(j) Ventilation Rates:

(i) the Design shall comply with current ASHRAE 62.1-2007 ventilation requirements as required; and

- (ii) demand controlled ventilation (DCV) shall only be used as an energy efficiency measure in the conference spaces in the City Hall Building, in the Library, and where otherwise permitted. Model designs using DCV shall be in accordance with the USGBC’s most recent version of the “LEED® US 2009 Supplementary Energy Modelling Guidelines”.

- (k) Motor Power:
 - (i) Modeling of motors shall be representative of the predicted power draw, run time, load conditions and performance efficiencies likely to be experienced throughout the year.

- (l) Miscellaneous Modeling Requirements:
 - (i) where redundant equipment capacity has been provided, the Project Company shall only model or calculate for the number of pieces of equipment intended to operate under normal conditions; and
 - (ii) for simulation purposes only, no zone shall be permitted to have unmet heating or cooling load hours in excess of 100 hours per year (excluding zones with no cooling requirements).

APPENDIX 22

PORT FM FEE SCHEDULE AND PORT ALLOCABLE FM FEE SCHEDULE

PORT FM FEE SCHEDULE

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
7/31/2019	\$29,985.00	\$0.00	\$29,985.00
8/31/2019	\$29,985.00	\$0.00	\$29,985.00
9/30/2019	\$29,985.00	\$0.00	\$29,985.00
10/31/2019	\$29,985.00	\$0.00	\$29,985.00
11/30/2019	\$29,985.00	\$0.00	\$29,985.00
12/31/2019	\$29,985.00	\$0.00	\$29,985.00
1/31/2020	\$29,985.00	\$0.00	\$29,985.00
2/29/2020	\$29,985.00	\$0.00	\$29,985.00
3/31/2020	\$29,985.00	\$0.00	\$29,985.00
4/30/2020	\$29,985.00	\$0.00	\$29,985.00
5/31/2020	\$29,985.00	\$0.00	\$29,985.00
6/30/2020	\$29,985.00	\$0.00	\$29,985.00
7/31/2020	\$29,985.00	\$0.00	\$29,985.00
8/31/2020	\$29,985.00	\$0.00	\$29,985.00
9/30/2020	\$29,985.00	\$0.00	\$29,985.00
10/31/2020	\$29,985.00	\$0.00	\$29,985.00
11/30/2020	\$29,985.00	\$0.00	\$29,985.00
12/31/2020	\$29,985.00	\$1,942.57	\$31,927.57
1/31/2021	\$29,985.00	\$1,942.57	\$31,927.57
2/28/2021	\$29,985.00	\$1,942.57	\$31,927.57
3/31/2021	\$29,985.00	\$1,942.57	\$31,927.57
4/30/2021	\$29,985.00	\$1,942.57	\$31,927.57
5/31/2021	\$29,985.00	\$1,942.57	\$31,927.57
6/30/2021	\$29,985.00	\$1,942.57	\$31,927.57
7/31/2021	\$29,985.00	\$1,178.08	\$31,163.08
8/31/2021	\$29,985.00	\$1,178.08	\$31,163.08
9/30/2021	\$29,985.00	\$1,178.08	\$31,163.08
10/31/2021	\$29,985.00	\$1,178.08	\$31,163.08
11/30/2021	\$29,985.00	\$1,178.08	\$31,163.08
12/31/2021	\$29,985.00	\$1,178.08	\$31,163.08
1/31/2022	\$29,985.00	\$1,178.08	\$31,163.08
2/28/2022	\$29,985.00	\$1,178.08	\$31,163.08
3/31/2022	\$29,985.00	\$1,178.08	\$31,163.08
4/30/2022	\$29,985.00	\$1,178.08	\$31,163.08
5/31/2022	\$29,985.00	\$1,178.08	\$31,163.08
6/30/2022	\$29,985.00	\$1,178.08	\$31,163.08
7/31/2022	\$29,985.00	\$2,095.25	\$32,080.25
8/31/2022	\$29,985.00	\$2,095.25	\$32,080.25
9/30/2022	\$29,985.00	\$2,095.25	\$32,080.25
10/31/2022	\$29,985.00	\$2,095.25	\$32,080.25

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2022	\$29,985.00	\$2,095.25	\$32,080.25
12/31/2022	\$29,985.00	\$2,095.25	\$32,080.25
1/31/2023	\$29,985.00	\$2,095.25	\$32,080.25
2/28/2023	\$29,985.00	\$2,095.25	\$32,080.25
3/31/2023	\$29,985.00	\$2,095.25	\$32,080.25
4/30/2023	\$29,985.00	\$2,095.25	\$32,080.25
5/31/2023	\$29,985.00	\$2,095.25	\$32,080.25
6/30/2023	\$29,985.00	\$2,095.25	\$32,080.25
7/31/2023	\$29,985.00	\$0.00	\$29,985.00
8/31/2023	\$29,985.00	\$0.00	\$29,985.00
9/30/2023	\$29,985.00	\$0.00	\$29,985.00
10/31/2023	\$29,985.00	\$0.00	\$29,985.00
11/30/2023	\$29,985.00	\$0.00	\$29,985.00
12/31/2023	\$29,985.00	\$0.00	\$29,985.00
1/31/2024	\$29,985.00	\$0.00	\$29,985.00
2/29/2024	\$29,985.00	\$0.00	\$29,985.00
3/31/2024	\$29,985.00	\$0.00	\$29,985.00
4/30/2024	\$29,985.00	\$0.00	\$29,985.00
5/31/2024	\$29,985.00	\$0.00	\$29,985.00
6/30/2024	\$29,985.00	\$0.00	\$29,985.00
7/31/2024	\$29,985.00	\$2,126.67	\$32,111.67
8/31/2024	\$29,985.00	\$2,126.67	\$32,111.67
9/30/2024	\$29,985.00	\$2,126.67	\$32,111.67
10/31/2024	\$29,985.00	\$2,126.67	\$32,111.67
11/30/2024	\$29,985.00	\$2,126.67	\$32,111.67
12/31/2024	\$29,985.00	\$2,126.67	\$32,111.67
1/31/2025	\$29,985.00	\$2,126.67	\$32,111.67
2/28/2025	\$29,985.00	\$2,126.67	\$32,111.67
3/31/2025	\$29,985.00	\$2,126.67	\$32,111.67
4/30/2025	\$29,985.00	\$2,126.67	\$32,111.67
5/31/2025	\$29,985.00	\$2,126.67	\$32,111.67
6/30/2025	\$29,985.00	\$2,126.67	\$32,111.67
7/31/2025	\$29,985.00	\$2,095.25	\$32,080.25
8/31/2025	\$29,985.00	\$2,095.25	\$32,080.25
9/30/2025	\$29,985.00	\$2,095.25	\$32,080.25
10/31/2025	\$29,985.00	\$2,095.25	\$32,080.25
11/30/2025	\$29,985.00	\$2,095.25	\$32,080.25
12/31/2025	\$29,985.00	\$2,095.25	\$32,080.25
1/31/2026	\$29,985.00	\$2,095.25	\$32,080.25
2/28/2026	\$29,985.00	\$2,095.25	\$32,080.25
3/31/2026	\$29,985.00	\$2,095.25	\$32,080.25
4/30/2026	\$29,985.00	\$2,095.25	\$32,080.25
5/31/2026	\$29,985.00	\$2,095.25	\$32,080.25
6/30/2026	\$29,985.00	\$2,095.25	\$32,080.25
7/31/2026	\$29,985.00	\$1,576.25	\$31,561.25
8/31/2026	\$29,985.00	\$1,576.25	\$31,561.25
9/30/2026	\$29,985.00	\$1,576.25	\$31,561.25
10/31/2026	\$29,985.00	\$1,576.25	\$31,561.25

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2026	\$29,985.00	\$1,576.25	\$31,561.25
12/31/2026	\$29,985.00	\$1,576.25	\$31,561.25
1/31/2027	\$29,985.00	\$1,576.25	\$31,561.25
2/28/2027	\$29,985.00	\$1,576.25	\$31,561.25
3/31/2027	\$29,985.00	\$1,576.25	\$31,561.25
4/30/2027	\$29,985.00	\$1,576.25	\$31,561.25
5/31/2027	\$29,985.00	\$1,576.25	\$31,561.25
6/30/2027	\$29,985.00	\$1,576.25	\$31,561.25
7/31/2027	\$29,985.00	\$0.00	\$29,985.00
8/31/2027	\$29,985.00	\$0.00	\$29,985.00
9/30/2027	\$29,985.00	\$0.00	\$29,985.00
10/31/2027	\$29,985.00	\$0.00	\$29,985.00
11/30/2027	\$29,985.00	\$0.00	\$29,985.00
12/31/2027	\$29,985.00	\$0.00	\$29,985.00
1/31/2028	\$29,985.00	\$0.00	\$29,985.00
2/29/2028	\$29,985.00	\$0.00	\$29,985.00
3/31/2028	\$29,985.00	\$0.00	\$29,985.00
4/30/2028	\$29,985.00	\$0.00	\$29,985.00
5/31/2028	\$29,985.00	\$0.00	\$29,985.00
6/30/2028	\$29,985.00	\$0.00	\$29,985.00
7/31/2028	\$29,985.00	\$12,983.42	\$42,968.42
8/31/2028	\$29,985.00	\$12,983.42	\$42,968.42
9/30/2028	\$29,985.00	\$12,983.42	\$42,968.42
10/31/2028	\$29,985.00	\$12,983.42	\$42,968.42
11/30/2028	\$29,985.00	\$12,983.42	\$42,968.42
12/31/2028	\$29,985.00	\$12,983.42	\$42,968.42
1/31/2029	\$29,985.00	\$12,983.42	\$42,968.42
2/28/2029	\$29,985.00	\$12,983.42	\$42,968.42
3/31/2029	\$29,985.00	\$12,983.42	\$42,968.42
4/30/2029	\$29,985.00	\$12,983.42	\$42,968.42
5/31/2029	\$29,985.00	\$12,983.42	\$42,968.42
6/30/2029	\$29,985.00	\$12,983.42	\$42,968.42
7/31/2029	\$29,985.00	\$2,126.67	\$32,111.67
8/31/2029	\$29,985.00	\$2,126.67	\$32,111.67
9/30/2029	\$29,985.00	\$2,126.67	\$32,111.67
10/31/2029	\$29,985.00	\$2,126.67	\$32,111.67
11/30/2029	\$29,985.00	\$2,126.67	\$32,111.67
12/31/2029	\$29,985.00	\$2,126.67	\$32,111.67
1/31/2030	\$29,985.00	\$2,126.67	\$32,111.67
2/28/2030	\$29,985.00	\$2,126.67	\$32,111.67
3/31/2030	\$29,985.00	\$2,126.67	\$32,111.67
4/30/2030	\$29,985.00	\$2,126.67	\$32,111.67
5/31/2030	\$29,985.00	\$2,126.67	\$32,111.67
6/30/2030	\$29,985.00	\$2,126.67	\$32,111.67
7/31/2030	\$29,985.00	\$3,513.25	\$33,498.25
8/31/2030	\$29,985.00	\$3,513.25	\$33,498.25
9/30/2030	\$29,985.00	\$3,513.25	\$33,498.25
10/31/2030	\$29,985.00	\$3,513.25	\$33,498.25

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2030	\$29,985.00	\$3,513.25	\$33,498.25
12/31/2030	\$29,985.00	\$3,513.25	\$33,498.25
1/31/2031	\$29,985.00	\$3,513.25	\$33,498.25
2/28/2031	\$29,985.00	\$3,513.25	\$33,498.25
3/31/2031	\$29,985.00	\$3,513.25	\$33,498.25
4/30/2031	\$29,985.00	\$3,513.25	\$33,498.25
5/31/2031	\$29,985.00	\$3,513.25	\$33,498.25
6/30/2031	\$29,985.00	\$3,513.25	\$33,498.25
7/31/2031	\$29,985.00	\$6,290.75	\$36,275.75
8/31/2031	\$29,985.00	\$6,290.75	\$36,275.75
9/30/2031	\$29,985.00	\$6,290.75	\$36,275.75
10/31/2031	\$29,985.00	\$6,290.75	\$36,275.75
11/30/2031	\$29,985.00	\$6,290.75	\$36,275.75
12/31/2031	\$29,985.00	\$6,290.75	\$36,275.75
1/31/2032	\$29,985.00	\$6,290.75	\$36,275.75
2/29/2032	\$29,985.00	\$6,290.75	\$36,275.75
3/31/2032	\$29,985.00	\$6,290.75	\$36,275.75
4/30/2032	\$29,985.00	\$6,290.75	\$36,275.75
5/31/2032	\$29,985.00	\$6,290.75	\$36,275.75
6/30/2032	\$29,985.00	\$6,290.75	\$36,275.75
7/31/2032	\$29,985.00	\$5,512.42	\$35,497.42
8/31/2032	\$29,985.00	\$5,512.42	\$35,497.42
9/30/2032	\$29,985.00	\$5,512.42	\$35,497.42
10/31/2032	\$29,985.00	\$5,512.42	\$35,497.42
11/30/2032	\$29,985.00	\$5,512.42	\$35,497.42
12/31/2032	\$29,985.00	\$5,512.42	\$35,497.42
1/31/2033	\$29,985.00	\$5,512.42	\$35,497.42
2/28/2033	\$29,985.00	\$5,512.42	\$35,497.42
3/31/2033	\$29,985.00	\$5,512.42	\$35,497.42
4/30/2033	\$29,985.00	\$5,512.42	\$35,497.42
5/31/2033	\$29,985.00	\$5,512.42	\$35,497.42
6/30/2033	\$29,985.00	\$5,512.42	\$35,497.42
7/31/2033	\$29,985.00	\$1,576.25	\$31,561.25
8/31/2033	\$29,985.00	\$1,576.25	\$31,561.25
9/30/2033	\$29,985.00	\$1,576.25	\$31,561.25
10/31/2033	\$29,985.00	\$1,576.25	\$31,561.25
11/30/2033	\$29,985.00	\$1,576.25	\$31,561.25
12/31/2033	\$29,985.00	\$1,576.25	\$31,561.25
1/31/2034	\$29,985.00	\$1,576.25	\$31,561.25
2/28/2034	\$29,985.00	\$1,576.25	\$31,561.25
3/31/2034	\$29,985.00	\$1,576.25	\$31,561.25
4/30/2034	\$29,985.00	\$1,576.25	\$31,561.25
5/31/2034	\$29,985.00	\$1,576.25	\$31,561.25
6/30/2034	\$29,985.00	\$1,576.25	\$31,561.25
7/31/2034	\$29,985.00	\$7,331.67	\$37,316.67
8/31/2034	\$29,985.00	\$7,331.67	\$37,316.67
9/30/2034	\$29,985.00	\$7,331.67	\$37,316.67
10/31/2034	\$29,985.00	\$7,331.67	\$37,316.67

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2034	\$29,985.00	\$7,331.67	\$37,316.67
12/31/2034	\$29,985.00	\$7,331.67	\$37,316.67
1/31/2035	\$29,985.00	\$7,331.67	\$37,316.67
2/28/2035	\$29,985.00	\$7,331.67	\$37,316.67
3/31/2035	\$29,985.00	\$7,331.67	\$37,316.67
4/30/2035	\$29,985.00	\$7,331.67	\$37,316.67
5/31/2035	\$29,985.00	\$7,331.67	\$37,316.67
6/30/2035	\$29,985.00	\$7,331.67	\$37,316.67
7/31/2035	\$29,985.00	\$7,358.00	\$37,343.00
8/31/2035	\$29,985.00	\$7,358.00	\$37,343.00
9/30/2035	\$29,985.00	\$7,358.00	\$37,343.00
10/31/2035	\$29,985.00	\$7,358.00	\$37,343.00
11/30/2035	\$29,985.00	\$7,358.00	\$37,343.00
12/31/2035	\$29,985.00	\$7,358.00	\$37,343.00
1/31/2036	\$29,985.00	\$7,358.00	\$37,343.00
2/29/2036	\$29,985.00	\$7,358.00	\$37,343.00
3/31/2036	\$29,985.00	\$7,358.00	\$37,343.00
4/30/2036	\$29,985.00	\$7,358.00	\$37,343.00
5/31/2036	\$29,985.00	\$7,358.00	\$37,343.00
6/30/2036	\$29,985.00	\$7,358.00	\$37,343.00
7/31/2036	\$29,985.00	\$31,640.17	\$61,625.17
8/31/2036	\$29,985.00	\$31,640.17	\$61,625.17
9/30/2036	\$29,985.00	\$31,640.17	\$61,625.17
10/31/2036	\$29,985.00	\$31,640.17	\$61,625.17
11/30/2036	\$29,985.00	\$31,640.17	\$61,625.17
12/31/2036	\$29,985.00	\$31,640.17	\$61,625.17
1/31/2037	\$29,985.00	\$31,640.17	\$61,625.17
2/28/2037	\$29,985.00	\$31,640.17	\$61,625.17
3/31/2037	\$29,985.00	\$31,640.17	\$61,625.17
4/30/2037	\$29,985.00	\$31,640.17	\$61,625.17
5/31/2037	\$29,985.00	\$31,640.17	\$61,625.17
6/30/2037	\$29,985.00	\$31,640.17	\$61,625.17
7/31/2037	\$29,985.00	\$12,983.42	\$42,968.42
8/31/2037	\$29,985.00	\$12,983.42	\$42,968.42
9/30/2037	\$29,985.00	\$12,983.42	\$42,968.42
10/31/2037	\$29,985.00	\$12,983.42	\$42,968.42
11/30/2037	\$29,985.00	\$12,983.42	\$42,968.42
12/31/2037	\$29,985.00	\$12,983.42	\$42,968.42
1/31/2038	\$29,985.00	\$12,983.42	\$42,968.42
2/28/2038	\$29,985.00	\$12,983.42	\$42,968.42
3/31/2038	\$29,985.00	\$12,983.42	\$42,968.42
4/30/2038	\$29,985.00	\$12,983.42	\$42,968.42
5/31/2038	\$29,985.00	\$12,983.42	\$42,968.42
6/30/2038	\$29,985.00	\$12,983.42	\$42,968.42
7/31/2038	\$29,985.00	\$2,557.50	\$32,542.50
8/31/2038	\$29,985.00	\$2,557.50	\$32,542.50
9/30/2038	\$29,985.00	\$2,557.50	\$32,542.50
10/31/2038	\$29,985.00	\$2,557.50	\$32,542.50

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2038	\$29,985.00	\$2,557.50	\$32,542.50
12/31/2038	\$29,985.00	\$2,557.50	\$32,542.50
1/31/2039	\$29,985.00	\$2,557.50	\$32,542.50
2/28/2039	\$29,985.00	\$2,557.50	\$32,542.50
3/31/2039	\$29,985.00	\$2,557.50	\$32,542.50
4/30/2039	\$29,985.00	\$2,557.50	\$32,542.50
5/31/2039	\$29,985.00	\$2,557.50	\$32,542.50
6/30/2039	\$29,985.00	\$2,557.50	\$32,542.50
7/31/2039	\$29,985.00	\$14,736.42	\$44,721.42
8/31/2039	\$29,985.00	\$14,736.42	\$44,721.42
9/30/2039	\$29,985.00	\$14,736.42	\$44,721.42
10/31/2039	\$29,985.00	\$14,736.42	\$44,721.42
11/30/2039	\$29,985.00	\$14,736.42	\$44,721.42
12/31/2039	\$29,985.00	\$14,736.42	\$44,721.42
1/31/2040	\$29,985.00	\$14,736.42	\$44,721.42
2/29/2040	\$29,985.00	\$14,736.42	\$44,721.42
3/31/2040	\$29,985.00	\$14,736.42	\$44,721.42
4/30/2040	\$29,985.00	\$14,736.42	\$44,721.42
5/31/2040	\$29,985.00	\$14,736.42	\$44,721.42
6/30/2040	\$29,985.00	\$14,736.42	\$44,721.42
7/31/2040	\$29,985.00	\$3,671.42	\$33,656.42
8/31/2040	\$29,985.00	\$3,671.42	\$33,656.42
9/30/2040	\$29,985.00	\$3,671.42	\$33,656.42
10/31/2040	\$29,985.00	\$3,671.42	\$33,656.42
11/30/2040	\$29,985.00	\$3,671.42	\$33,656.42
12/31/2040	\$29,985.00	\$3,671.42	\$33,656.42
1/31/2041	\$29,985.00	\$3,671.42	\$33,656.42
2/28/2041	\$29,985.00	\$3,671.42	\$33,656.42
3/31/2041	\$29,985.00	\$3,671.42	\$33,656.42
4/30/2041	\$29,985.00	\$3,671.42	\$33,656.42
5/31/2041	\$29,985.00	\$3,671.42	\$33,656.42
6/30/2041	\$29,985.00	\$3,671.42	\$33,656.42
7/31/2041	\$29,985.00	\$3,513.25	\$33,498.25
8/31/2041	\$29,985.00	\$3,513.25	\$33,498.25
9/30/2041	\$29,985.00	\$3,513.25	\$33,498.25
10/31/2041	\$29,985.00	\$3,513.25	\$33,498.25
11/30/2041	\$29,985.00	\$3,513.25	\$33,498.25
12/31/2041	\$29,985.00	\$3,513.25	\$33,498.25
1/31/2042	\$29,985.00	\$3,513.25	\$33,498.25
2/28/2042	\$29,985.00	\$3,513.25	\$33,498.25
3/31/2042	\$29,985.00	\$3,513.25	\$33,498.25
4/30/2042	\$29,985.00	\$3,513.25	\$33,498.25
5/31/2042	\$29,985.00	\$3,513.25	\$33,498.25
6/30/2042	\$29,985.00	\$3,513.25	\$33,498.25
7/31/2042	\$29,985.00	\$0.00	\$29,985.00
8/31/2042	\$29,985.00	\$0.00	\$29,985.00
9/30/2042	\$29,985.00	\$0.00	\$29,985.00
10/31/2042	\$29,985.00	\$0.00	\$29,985.00

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2042	\$29,985.00	\$0.00	\$29,985.00
12/31/2042	\$29,985.00	\$0.00	\$29,985.00
1/31/2043	\$29,985.00	\$0.00	\$29,985.00
2/28/2043	\$29,985.00	\$0.00	\$29,985.00
3/31/2043	\$29,985.00	\$0.00	\$29,985.00
4/30/2043	\$29,985.00	\$0.00	\$29,985.00
5/31/2043	\$29,985.00	\$0.00	\$29,985.00
6/30/2043	\$29,985.00	\$0.00	\$29,985.00
7/31/2043	\$29,985.00	\$71,933.25	\$101,918.25
8/31/2043	\$29,985.00	\$71,933.25	\$101,918.25
9/30/2043	\$29,985.00	\$71,933.25	\$101,918.25
10/31/2043	\$29,985.00	\$71,933.25	\$101,918.25
11/30/2043	\$29,985.00	\$71,933.25	\$101,918.25
12/31/2043	\$29,985.00	\$71,933.25	\$101,918.25
1/31/2044	\$29,985.00	\$71,933.25	\$101,918.25
2/29/2044	\$29,985.00	\$71,933.25	\$101,918.25
3/31/2044	\$29,985.00	\$71,933.25	\$101,918.25
4/30/2044	\$29,985.00	\$71,933.25	\$101,918.25
5/31/2044	\$29,985.00	\$71,933.25	\$101,918.25
6/30/2044	\$29,985.00	\$71,933.25	\$101,918.25
7/31/2044	\$29,985.00	\$62,957.25	\$92,942.25
8/31/2044	\$29,985.00	\$62,957.25	\$92,942.25
9/30/2044	\$29,985.00	\$62,957.25	\$92,942.25
10/31/2044	\$29,985.00	\$62,957.25	\$92,942.25
11/30/2044	\$29,985.00	\$62,957.25	\$92,942.25
12/31/2044	\$29,985.00	\$62,957.25	\$92,942.25
1/31/2045	\$29,985.00	\$62,957.25	\$92,942.25
2/28/2045	\$29,985.00	\$62,957.25	\$92,942.25
3/31/2045	\$29,985.00	\$62,957.25	\$92,942.25
4/30/2045	\$29,985.00	\$62,957.25	\$92,942.25
5/31/2045	\$29,985.00	\$62,957.25	\$92,942.25
6/30/2045	\$29,985.00	\$62,957.25	\$92,942.25
7/31/2045	\$29,985.00	\$44,791.83	\$74,776.83
8/31/2045	\$29,985.00	\$44,791.83	\$74,776.83
9/30/2045	\$29,985.00	\$44,791.83	\$74,776.83
10/31/2045	\$29,985.00	\$44,791.83	\$74,776.83
11/30/2045	\$29,985.00	\$44,791.83	\$74,776.83
12/31/2045	\$29,985.00	\$44,791.83	\$74,776.83
1/31/2046	\$29,985.00	\$44,791.83	\$74,776.83
2/28/2046	\$29,985.00	\$44,791.83	\$74,776.83
3/31/2046	\$29,985.00	\$44,791.83	\$74,776.83
4/30/2046	\$29,985.00	\$44,791.83	\$74,776.83
5/31/2046	\$29,985.00	\$44,791.83	\$74,776.83
6/30/2046	\$29,985.00	\$44,791.83	\$74,776.83
7/31/2046	\$29,985.00	\$12,983.42	\$42,968.42
8/31/2046	\$29,985.00	\$12,983.42	\$42,968.42
9/30/2046	\$29,985.00	\$12,983.42	\$42,968.42
10/31/2046	\$29,985.00	\$12,983.42	\$42,968.42

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2046	\$29,985.00	\$12,983.42	\$42,968.42
12/31/2046	\$29,985.00	\$12,983.42	\$42,968.42
1/31/2047	\$29,985.00	\$12,983.42	\$42,968.42
2/28/2047	\$29,985.00	\$12,983.42	\$42,968.42
3/31/2047	\$29,985.00	\$12,983.42	\$42,968.42
4/30/2047	\$29,985.00	\$12,983.42	\$42,968.42
5/31/2047	\$29,985.00	\$12,983.42	\$42,968.42
6/30/2047	\$29,985.00	\$12,983.42	\$42,968.42
7/31/2047	\$29,985.00	\$23,460.83	\$53,445.83
8/31/2047	\$29,985.00	\$23,460.83	\$53,445.83
9/30/2047	\$29,985.00	\$23,460.83	\$53,445.83
10/31/2047	\$29,985.00	\$23,460.83	\$53,445.83
11/30/2047	\$29,985.00	\$23,460.83	\$53,445.83
12/31/2047	\$29,985.00	\$23,460.83	\$53,445.83
1/31/2048	\$29,985.00	\$23,460.83	\$53,445.83
2/29/2048	\$29,985.00	\$23,460.83	\$53,445.83
3/31/2048	\$29,985.00	\$23,460.83	\$53,445.83
4/30/2048	\$29,985.00	\$23,460.83	\$53,445.83
5/31/2048	\$29,985.00	\$23,460.83	\$53,445.83
6/30/2048	\$29,985.00	\$23,460.83	\$53,445.83
7/31/2048	\$29,985.00	\$0.00	\$29,985.00
8/31/2048	\$29,985.00	\$0.00	\$29,985.00
9/30/2048	\$29,985.00	\$0.00	\$29,985.00
10/31/2048	\$29,985.00	\$0.00	\$29,985.00
11/30/2048	\$29,985.00	\$0.00	\$29,985.00
12/31/2048	\$29,985.00	\$0.00	\$29,985.00
1/31/2049	\$29,985.00	\$0.00	\$29,985.00
2/28/2049	\$29,985.00	\$0.00	\$29,985.00
3/31/2049	\$29,985.00	\$0.00	\$29,985.00
4/30/2049	\$29,985.00	\$0.00	\$29,985.00
5/31/2049	\$29,985.00	\$0.00	\$29,985.00
6/30/2049	\$29,985.00	\$0.00	\$29,985.00
7/31/2049	\$29,985.00	\$7,331.67	\$37,316.67
8/31/2049	\$29,985.00	\$7,331.67	\$37,316.67
9/30/2049	\$29,985.00	\$7,331.67	\$37,316.67
10/31/2049	\$29,985.00	\$7,331.67	\$37,316.67
11/30/2049	\$29,985.00	\$7,331.67	\$37,316.67
12/31/2049	\$29,985.00	\$7,331.67	\$37,316.67
1/31/2050	\$29,985.00	\$7,331.67	\$37,316.67
2/28/2050	\$29,985.00	\$7,331.67	\$37,316.67
3/31/2050	\$29,985.00	\$7,331.67	\$37,316.67
4/30/2050	\$29,985.00	\$7,331.67	\$37,316.67
5/31/2050	\$29,985.00	\$7,331.67	\$37,316.67
6/30/2050	\$29,985.00	\$7,331.67	\$37,316.67
7/31/2050	\$29,985.00	\$0.00	\$29,985.00
8/31/2050	\$29,985.00	\$0.00	\$29,985.00
9/30/2050	\$29,985.00	\$0.00	\$29,985.00
10/31/2050	\$29,985.00	\$0.00	\$29,985.00

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2050	\$29,985.00	\$0.00	\$29,985.00
12/31/2050	\$29,985.00	\$0.00	\$29,985.00
1/31/2051	\$29,985.00	\$0.00	\$29,985.00
2/28/2051	\$29,985.00	\$0.00	\$29,985.00
3/31/2051	\$29,985.00	\$0.00	\$29,985.00
4/30/2051	\$29,985.00	\$0.00	\$29,985.00
5/31/2051	\$29,985.00	\$0.00	\$29,985.00
6/30/2051	\$29,985.00	\$0.00	\$29,985.00
7/31/2051	\$29,985.00	\$7,358.00	\$37,343.00
8/31/2051	\$29,985.00	\$7,358.00	\$37,343.00
9/30/2051	\$29,985.00	\$7,358.00	\$37,343.00
10/31/2051	\$29,985.00	\$7,358.00	\$37,343.00
11/30/2051	\$29,985.00	\$7,358.00	\$37,343.00
12/31/2051	\$29,985.00	\$7,358.00	\$37,343.00
1/31/2052	\$29,985.00	\$7,358.00	\$37,343.00
2/29/2052	\$29,985.00	\$7,358.00	\$37,343.00
3/31/2052	\$29,985.00	\$7,358.00	\$37,343.00
4/30/2052	\$29,985.00	\$7,358.00	\$37,343.00
5/31/2052	\$29,985.00	\$7,358.00	\$37,343.00
6/30/2052	\$29,985.00	\$7,358.00	\$37,343.00
7/31/2052	\$29,985.00	\$5,608.50	\$35,593.50
8/31/2052	\$29,985.00	\$5,608.50	\$35,593.50
9/30/2052	\$29,985.00	\$5,608.50	\$35,593.50
10/31/2052	\$29,985.00	\$5,608.50	\$35,593.50
11/30/2052	\$29,985.00	\$5,608.50	\$35,593.50
12/31/2052	\$29,985.00	\$5,608.50	\$35,593.50
1/31/2053	\$29,985.00	\$5,608.50	\$35,593.50
2/28/2053	\$29,985.00	\$5,608.50	\$35,593.50
3/31/2053	\$29,985.00	\$5,608.50	\$35,593.50
4/30/2053	\$29,985.00	\$5,608.50	\$35,593.50
5/31/2053	\$29,985.00	\$5,608.50	\$35,593.50
6/30/2053	\$29,985.00	\$5,608.50	\$35,593.50
7/31/2053	\$29,985.00	\$46,580.58	\$76,565.58
8/31/2053	\$29,985.00	\$46,580.58	\$76,565.58
9/30/2053	\$29,985.00	\$46,580.58	\$76,565.58
10/31/2053	\$29,985.00	\$46,580.58	\$76,565.58
11/30/2053	\$29,985.00	\$46,580.58	\$76,565.58
12/31/2053	\$29,985.00	\$46,580.58	\$76,565.58
1/31/2054	\$29,985.00	\$46,580.58	\$76,565.58
2/28/2054	\$29,985.00	\$46,580.58	\$76,565.58
3/31/2054	\$29,985.00	\$46,580.58	\$76,565.58
4/30/2054	\$29,985.00	\$46,580.58	\$76,565.58
5/31/2054	\$29,985.00	\$46,580.58	\$76,565.58
6/30/2054	\$29,985.00	\$46,580.58	\$76,565.58
7/31/2054	\$29,985.00	\$3,702.83	\$33,687.83
8/31/2054	\$29,985.00	\$3,702.83	\$33,687.83
9/30/2054	\$29,985.00	\$3,702.83	\$33,687.83
10/31/2054	\$29,985.00	\$3,702.83	\$33,687.83

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2054	\$29,985.00	\$3,702.83	\$33,687.83
12/31/2054	\$29,985.00	\$3,702.83	\$33,687.83
1/31/2055	\$29,985.00	\$3,702.83	\$33,687.83
2/28/2055	\$29,985.00	\$3,702.83	\$33,687.83
3/31/2055	\$29,985.00	\$3,702.83	\$33,687.83
4/30/2055	\$29,985.00	\$3,702.83	\$33,687.83
5/31/2055	\$29,985.00	\$3,702.83	\$33,687.83
6/30/2055	\$29,985.00	\$3,702.83	\$33,687.83
7/31/2055	\$29,985.00	\$27,655.08	\$57,640.08
8/31/2055	\$29,985.00	\$27,655.08	\$57,640.08
9/30/2055	\$29,985.00	\$27,655.08	\$57,640.08
10/31/2055	\$29,985.00	\$27,655.08	\$57,640.08
11/30/2055	\$29,985.00	\$27,655.08	\$57,640.08
12/31/2055	\$29,985.00	\$27,655.08	\$57,640.08
1/31/2056	\$29,985.00	\$27,655.08	\$57,640.08
2/29/2056	\$29,985.00	\$27,655.08	\$57,640.08
3/31/2056	\$29,985.00	\$27,655.08	\$57,640.08
4/30/2056	\$29,985.00	\$27,655.08	\$57,640.08
5/31/2056	\$29,985.00	\$27,655.08	\$57,640.08
6/30/2056	\$29,985.00	\$27,655.08	\$57,640.08
7/31/2056	\$29,985.00	\$10,337.83	\$40,322.83
8/31/2056	\$29,985.00	\$10,337.83	\$40,322.83
9/30/2056	\$29,985.00	\$10,337.83	\$40,322.83
10/31/2056	\$29,985.00	\$10,337.83	\$40,322.83
11/30/2056	\$29,985.00	\$10,337.83	\$40,322.83
12/31/2056	\$29,985.00	\$10,337.83	\$40,322.83
1/31/2057	\$29,985.00	\$10,337.83	\$40,322.83
2/28/2057	\$29,985.00	\$10,337.83	\$40,322.83
3/31/2057	\$29,985.00	\$10,337.83	\$40,322.83
4/30/2057	\$29,985.00	\$10,337.83	\$40,322.83
5/31/2057	\$29,985.00	\$10,337.83	\$40,322.83
6/30/2057	\$29,985.00	\$10,337.83	\$40,322.83
7/31/2057	\$29,985.00	\$2,557.50	\$32,542.50
8/31/2057	\$29,985.00	\$2,557.50	\$32,542.50
9/30/2057	\$29,985.00	\$2,557.50	\$32,542.50
10/31/2057	\$29,985.00	\$2,557.50	\$32,542.50
11/30/2057	\$29,985.00	\$2,557.50	\$32,542.50
12/31/2057	\$29,985.00	\$2,557.50	\$32,542.50
1/31/2058	\$29,985.00	\$2,557.50	\$32,542.50
2/28/2058	\$29,985.00	\$2,557.50	\$32,542.50
3/31/2058	\$29,985.00	\$2,557.50	\$32,542.50
4/30/2058	\$29,985.00	\$2,557.50	\$32,542.50
5/31/2058	\$29,985.00	\$2,557.50	\$32,542.50
6/30/2058	\$29,985.00	\$2,557.50	\$32,542.50
7/31/2058	\$29,985.00	\$7,607.58	\$37,592.58
8/31/2058	\$29,985.00	\$7,607.58	\$37,592.58
9/30/2058	\$29,985.00	\$7,607.58	\$37,592.58
10/31/2058	\$29,985.00	\$7,607.58	\$37,592.58

Port FM Month	Port FM Cost	Port Lifecycle Cost	Port FM Fee
11/30/2058	\$29,985.00	\$7,607.58	\$37,592.58
12/31/2058	\$29,985.00	\$7,607.58	\$37,592.58
1/31/2059	\$29,985.00	\$7,607.58	\$37,592.58
2/28/2059	\$29,985.00	\$7,607.58	\$37,592.58
3/31/2059	\$29,985.00	\$7,607.58	\$37,592.58
4/30/2059	\$29,985.00	\$7,607.58	\$37,592.58
5/31/2059	\$29,985.00	\$7,607.58	\$37,592.58
6/30/2059	\$29,985.00	\$7,607.58	\$37,592.58
7/31/2059	\$29,985.00	\$16,065.33	\$46,050.33
8/31/2059	\$29,985.00	\$16,065.33	\$46,050.33
9/30/2059	\$29,985.00	\$16,065.33	\$46,050.33
10/31/2059	\$29,985.00	\$16,065.33	\$46,050.33
11/30/2059	\$29,985.00	\$16,065.33	\$46,050.33
12/31/2059	\$29,985.00	\$16,065.33	\$46,050.33
1/31/2060	\$29,985.00	\$16,065.33	\$46,050.33
2/29/2060	\$29,985.00	\$16,065.33	\$46,050.33
3/31/2060	\$29,985.00	\$16,065.33	\$46,050.33
4/30/2060	\$29,985.00	\$16,065.33	\$46,050.33
5/31/2060	\$29,985.00	\$16,065.33	\$46,050.33
6/30/2060	\$29,985.00	\$16,065.33	\$46,050.33
7/31/2060	\$29,985.00	\$2,278.20	\$32,263.20
8/31/2060	\$29,985.00	\$2,278.20	\$32,263.20
9/30/2060	\$29,985.00	\$2,278.20	\$32,263.20
10/31/2060	\$29,985.00	\$2,278.20	\$32,263.20
11/30/2060	\$29,985.00	\$2,278.20	\$32,263.20

PORT ALLOCABLE FM FEE SCHEDULE

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
7/31/2019	\$47,556.72	\$0.00	\$38,481.72
8/31/2019	\$47,556.72	\$0.00	\$38,481.72
9/30/2019	\$47,556.72	\$0.00	\$38,481.72
10/31/2019	\$47,556.72	\$0.00	\$38,481.72
11/30/2019	\$47,556.72	\$0.00	\$38,481.72
12/31/2019	\$47,556.72	\$0.00	\$38,481.72
1/31/2020	\$47,556.72	\$0.00	\$38,481.72
2/29/2020	\$47,556.72	\$0.00	\$38,481.72
3/31/2020	\$47,556.72	\$0.00	\$38,481.72
4/30/2020	\$47,556.72	\$0.00	\$38,481.72
5/31/2020	\$47,556.72	\$0.00	\$38,481.72
6/30/2020	\$47,556.72	\$0.00	\$38,481.72
7/31/2020	\$47,556.72	\$0.00	\$47,556.72
8/31/2020	\$47,556.72	\$0.00	\$47,556.72
9/30/2020	\$47,556.72	\$0.00	\$47,556.72
10/31/2020	\$47,556.72	\$0.00	\$47,556.72
11/30/2020	\$47,556.72	\$0.00	\$47,556.72
12/31/2020	\$47,556.72	\$11,871.14	\$59,427.86
1/31/2021	\$47,556.72	\$11,871.14	\$59,427.86
2/28/2021	\$47,556.72	\$11,871.14	\$59,427.86
3/31/2021	\$47,556.72	\$11,871.14	\$59,427.86
4/30/2021	\$47,556.72	\$11,871.14	\$59,427.86
5/31/2021	\$47,556.72	\$11,871.14	\$59,427.86
6/30/2021	\$47,556.72	\$11,871.14	\$59,427.86
7/31/2021	\$47,556.72	\$6,766.75	\$54,323.47
8/31/2021	\$47,556.72	\$6,766.75	\$54,323.47
9/30/2021	\$47,556.72	\$6,766.75	\$54,323.47
10/31/2021	\$47,556.72	\$6,766.75	\$54,323.47
11/30/2021	\$47,556.72	\$6,766.75	\$54,323.47
12/31/2021	\$47,556.72	\$6,766.75	\$54,323.47
1/31/2022	\$47,556.72	\$6,766.75	\$54,323.47
2/28/2022	\$47,556.72	\$6,766.75	\$54,323.47
3/31/2022	\$47,556.72	\$6,766.75	\$54,323.47
4/30/2022	\$47,556.72	\$6,766.75	\$54,323.47
5/31/2022	\$47,556.72	\$6,766.75	\$54,323.47
6/30/2022	\$47,556.72	\$6,766.75	\$54,323.47
7/31/2022	\$47,556.72	\$8,049.50	\$55,606.22
8/31/2022	\$47,556.72	\$8,049.50	\$55,606.22
9/30/2022	\$47,556.72	\$8,049.50	\$55,606.22

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
10/31/2022	\$47,556.72	\$8,049.50	\$55,606.22
11/30/2022	\$47,556.72	\$8,049.50	\$55,606.22
12/31/2022	\$47,556.72	\$8,049.50	\$55,606.22
1/31/2023	\$47,556.72	\$8,049.50	\$55,606.22
2/28/2023	\$47,556.72	\$8,049.50	\$55,606.22
3/31/2023	\$47,556.72	\$8,049.50	\$55,606.22
4/30/2023	\$47,556.72	\$8,049.50	\$55,606.22
5/31/2023	\$47,556.72	\$8,049.50	\$55,606.22
6/30/2023	\$47,556.72	\$8,049.50	\$55,606.22
7/31/2023	\$47,556.72	\$12,565.50	\$60,122.22
8/31/2023	\$47,556.72	\$12,565.50	\$60,122.22
9/30/2023	\$47,556.72	\$12,565.50	\$60,122.22
10/31/2023	\$47,556.72	\$12,565.50	\$60,122.22
11/30/2023	\$47,556.72	\$12,565.50	\$60,122.22
12/31/2023	\$47,556.72	\$12,565.50	\$60,122.22
1/31/2024	\$47,556.72	\$12,565.50	\$60,122.22
2/29/2024	\$47,556.72	\$12,565.50	\$60,122.22
3/31/2024	\$47,556.72	\$12,565.50	\$60,122.22
4/30/2024	\$47,556.72	\$12,565.50	\$60,122.22
5/31/2024	\$47,556.72	\$12,565.50	\$60,122.22
6/30/2024	\$47,556.72	\$12,565.50	\$60,122.22
7/31/2024	\$47,556.72	\$12,300.25	\$59,856.97
8/31/2024	\$47,556.72	\$12,300.25	\$59,856.97
9/30/2024	\$47,556.72	\$12,300.25	\$59,856.97
10/31/2024	\$47,556.72	\$12,300.25	\$59,856.97
11/30/2024	\$47,556.72	\$12,300.25	\$59,856.97
12/31/2024	\$47,556.72	\$12,300.25	\$59,856.97
1/31/2025	\$47,556.72	\$12,300.25	\$59,856.97
2/28/2025	\$47,556.72	\$12,300.25	\$59,856.97
3/31/2025	\$47,556.72	\$12,300.25	\$59,856.97
4/30/2025	\$47,556.72	\$12,300.25	\$59,856.97
5/31/2025	\$47,556.72	\$12,300.25	\$59,856.97
6/30/2025	\$47,556.72	\$12,300.25	\$59,856.97
7/31/2025	\$47,556.72	\$13,670.00	\$61,226.72
8/31/2025	\$47,556.72	\$13,670.00	\$61,226.72
9/30/2025	\$47,556.72	\$13,670.00	\$61,226.72
10/31/2025	\$47,556.72	\$13,670.00	\$61,226.72
11/30/2025	\$47,556.72	\$13,670.00	\$61,226.72
12/31/2025	\$47,556.72	\$13,670.00	\$61,226.72
1/31/2026	\$47,556.72	\$13,670.00	\$61,226.72
2/28/2026	\$47,556.72	\$13,670.00	\$61,226.72

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
3/31/2026	\$47,556.72	\$13,670.00	\$61,226.72
4/30/2026	\$47,556.72	\$13,670.00	\$61,226.72
5/31/2026	\$47,556.72	\$13,670.00	\$61,226.72
6/30/2026	\$47,556.72	\$13,670.00	\$61,226.72
7/31/2026	\$47,556.72	\$16,480.92	\$64,037.63
8/31/2026	\$47,556.72	\$16,480.92	\$64,037.63
9/30/2026	\$47,556.72	\$16,480.92	\$64,037.63
10/31/2026	\$47,556.72	\$16,480.92	\$64,037.63
11/30/2026	\$47,556.72	\$16,480.92	\$64,037.63
12/31/2026	\$47,556.72	\$16,480.92	\$64,037.63
1/31/2027	\$47,556.72	\$16,480.92	\$64,037.63
2/28/2027	\$47,556.72	\$16,480.92	\$64,037.63
3/31/2027	\$47,556.72	\$16,480.92	\$64,037.63
4/30/2027	\$47,556.72	\$16,480.92	\$64,037.63
5/31/2027	\$47,556.72	\$16,480.92	\$64,037.63
6/30/2027	\$47,556.72	\$16,480.92	\$64,037.63
7/31/2027	\$47,556.72	\$22,125.92	\$69,682.63
8/31/2027	\$47,556.72	\$22,125.92	\$69,682.63
9/30/2027	\$47,556.72	\$22,125.92	\$69,682.63
10/31/2027	\$47,556.72	\$22,125.92	\$69,682.63
11/30/2027	\$47,556.72	\$22,125.92	\$69,682.63
12/31/2027	\$47,556.72	\$22,125.92	\$69,682.63
1/31/2028	\$47,556.72	\$22,125.92	\$69,682.63
2/29/2028	\$47,556.72	\$22,125.92	\$69,682.63
3/31/2028	\$47,556.72	\$22,125.92	\$69,682.63
4/30/2028	\$47,556.72	\$22,125.92	\$69,682.63
5/31/2028	\$47,556.72	\$22,125.92	\$69,682.63
6/30/2028	\$47,556.72	\$22,125.92	\$69,682.63
7/31/2028	\$47,556.72	\$13,719.58	\$61,276.30
8/31/2028	\$47,556.72	\$13,719.58	\$61,276.30
9/30/2028	\$47,556.72	\$13,719.58	\$61,276.30
10/31/2028	\$47,556.72	\$13,719.58	\$61,276.30
11/30/2028	\$47,556.72	\$13,719.58	\$61,276.30
12/31/2028	\$47,556.72	\$13,719.58	\$61,276.30
1/31/2029	\$47,556.72	\$13,719.58	\$61,276.30
2/28/2029	\$47,556.72	\$13,719.58	\$61,276.30
3/31/2029	\$47,556.72	\$13,719.58	\$61,276.30
4/30/2029	\$47,556.72	\$13,719.58	\$61,276.30
5/31/2029	\$47,556.72	\$13,719.58	\$61,276.30
6/30/2029	\$47,556.72	\$13,719.58	\$61,276.30
7/31/2029	\$47,556.72	\$27,838.50	\$75,395.22

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
8/31/2029	\$47,556.72	\$27,838.50	\$75,395.22
9/30/2029	\$47,556.72	\$27,838.50	\$75,395.22
10/31/2029	\$47,556.72	\$27,838.50	\$75,395.22
11/30/2029	\$47,556.72	\$27,838.50	\$75,395.22
12/31/2029	\$47,556.72	\$27,838.50	\$75,395.22
1/31/2030	\$47,556.72	\$27,838.50	\$75,395.22
2/28/2030	\$47,556.72	\$27,838.50	\$75,395.22
3/31/2030	\$47,556.72	\$27,838.50	\$75,395.22
4/30/2030	\$47,556.72	\$27,838.50	\$75,395.22
5/31/2030	\$47,556.72	\$27,838.50	\$75,395.22
6/30/2030	\$47,556.72	\$27,838.50	\$75,395.22
7/31/2030	\$47,556.72	\$28,135.00	\$75,691.72
8/31/2030	\$47,556.72	\$28,135.00	\$75,691.72
9/30/2030	\$47,556.72	\$28,135.00	\$75,691.72
10/31/2030	\$47,556.72	\$28,135.00	\$75,691.72
11/30/2030	\$47,556.72	\$28,135.00	\$75,691.72
12/31/2030	\$47,556.72	\$28,135.00	\$75,691.72
1/31/2031	\$47,556.72	\$28,135.00	\$75,691.72
2/28/2031	\$47,556.72	\$28,135.00	\$75,691.72
3/31/2031	\$47,556.72	\$28,135.00	\$75,691.72
4/30/2031	\$47,556.72	\$28,135.00	\$75,691.72
5/31/2031	\$47,556.72	\$28,135.00	\$75,691.72
6/30/2031	\$47,556.72	\$28,135.00	\$75,691.72
7/31/2031	\$47,556.72	\$26,419.42	\$73,976.13
8/31/2031	\$47,556.72	\$26,419.42	\$73,976.13
9/30/2031	\$47,556.72	\$26,419.42	\$73,976.13
10/31/2031	\$47,556.72	\$26,419.42	\$73,976.13
11/30/2031	\$47,556.72	\$26,419.42	\$73,976.13
12/31/2031	\$47,556.72	\$26,419.42	\$73,976.13
1/31/2032	\$47,556.72	\$26,419.42	\$73,976.13
2/29/2032	\$47,556.72	\$26,419.42	\$73,976.13
3/31/2032	\$47,556.72	\$26,419.42	\$73,976.13
4/30/2032	\$47,556.72	\$26,419.42	\$73,976.13
5/31/2032	\$47,556.72	\$26,419.42	\$73,976.13
6/30/2032	\$47,556.72	\$26,419.42	\$73,976.13
7/31/2032	\$47,556.72	\$28,066.42	\$75,623.13
8/31/2032	\$47,556.72	\$28,066.42	\$75,623.13
9/30/2032	\$47,556.72	\$28,066.42	\$75,623.13
10/31/2032	\$47,556.72	\$28,066.42	\$75,623.13
11/30/2032	\$47,556.72	\$28,066.42	\$75,623.13
12/31/2032	\$47,556.72	\$28,066.42	\$75,623.13

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
1/31/2033	\$47,556.72	\$28,066.42	\$75,623.13
2/28/2033	\$47,556.72	\$28,066.42	\$75,623.13
3/31/2033	\$47,556.72	\$28,066.42	\$75,623.13
4/30/2033	\$47,556.72	\$28,066.42	\$75,623.13
5/31/2033	\$47,556.72	\$28,066.42	\$75,623.13
6/30/2033	\$47,556.72	\$28,066.42	\$75,623.13
7/31/2033	\$47,556.72	\$32,603.75	\$80,160.47
8/31/2033	\$47,556.72	\$32,603.75	\$80,160.47
9/30/2033	\$47,556.72	\$32,603.75	\$80,160.47
10/31/2033	\$47,556.72	\$32,603.75	\$80,160.47
11/30/2033	\$47,556.72	\$32,603.75	\$80,160.47
12/31/2033	\$47,556.72	\$32,603.75	\$80,160.47
1/31/2034	\$47,556.72	\$32,603.75	\$80,160.47
2/28/2034	\$47,556.72	\$32,603.75	\$80,160.47
3/31/2034	\$47,556.72	\$32,603.75	\$80,160.47
4/30/2034	\$47,556.72	\$32,603.75	\$80,160.47
5/31/2034	\$47,556.72	\$32,603.75	\$80,160.47
6/30/2034	\$47,556.72	\$32,603.75	\$80,160.47
7/31/2034	\$47,556.72	\$27,374.83	\$74,931.55
8/31/2034	\$47,556.72	\$27,374.83	\$74,931.55
9/30/2034	\$47,556.72	\$27,374.83	\$74,931.55
10/31/2034	\$47,556.72	\$27,374.83	\$74,931.55
11/30/2034	\$47,556.72	\$27,374.83	\$74,931.55
12/31/2034	\$47,556.72	\$27,374.83	\$74,931.55
1/31/2035	\$47,556.72	\$27,374.83	\$74,931.55
2/28/2035	\$47,556.72	\$27,374.83	\$74,931.55
3/31/2035	\$47,556.72	\$27,374.83	\$74,931.55
4/30/2035	\$47,556.72	\$27,374.83	\$74,931.55
5/31/2035	\$47,556.72	\$27,374.83	\$74,931.55
6/30/2035	\$47,556.72	\$27,374.83	\$74,931.55
7/31/2035	\$47,556.72	\$27,174.58	\$74,731.30
8/31/2035	\$47,556.72	\$27,174.58	\$74,731.30
9/30/2035	\$47,556.72	\$27,174.58	\$74,731.30
10/31/2035	\$47,556.72	\$27,174.58	\$74,731.30
11/30/2035	\$47,556.72	\$27,174.58	\$74,731.30
12/31/2035	\$47,556.72	\$27,174.58	\$74,731.30
1/31/2036	\$47,556.72	\$27,174.58	\$74,731.30
2/29/2036	\$47,556.72	\$27,174.58	\$74,731.30
3/31/2036	\$47,556.72	\$27,174.58	\$74,731.30
4/30/2036	\$47,556.72	\$27,174.58	\$74,731.30
5/31/2036	\$47,556.72	\$27,174.58	\$74,731.30

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
6/30/2036	\$47,556.72	\$27,174.58	\$74,731.30
7/31/2036	\$47,556.72	\$260.83	\$47,817.55
8/31/2036	\$47,556.72	\$260.83	\$47,817.55
9/30/2036	\$47,556.72	\$260.83	\$47,817.55
10/31/2036	\$47,556.72	\$260.83	\$47,817.55
11/30/2036	\$47,556.72	\$260.83	\$47,817.55
12/31/2036	\$47,556.72	\$260.83	\$47,817.55
1/31/2037	\$47,556.72	\$260.83	\$47,817.55
2/28/2037	\$47,556.72	\$260.83	\$47,817.55
3/31/2037	\$47,556.72	\$260.83	\$47,817.55
4/30/2037	\$47,556.72	\$260.83	\$47,817.55
5/31/2037	\$47,556.72	\$260.83	\$47,817.55
6/30/2037	\$47,556.72	\$260.83	\$47,817.55
7/31/2037	\$47,556.72	\$14,711.75	\$62,268.47
8/31/2037	\$47,556.72	\$14,711.75	\$62,268.47
9/30/2037	\$47,556.72	\$14,711.75	\$62,268.47
10/31/2037	\$47,556.72	\$14,711.75	\$62,268.47
11/30/2037	\$47,556.72	\$14,711.75	\$62,268.47
12/31/2037	\$47,556.72	\$14,711.75	\$62,268.47
1/31/2038	\$47,556.72	\$14,711.75	\$62,268.47
2/28/2038	\$47,556.72	\$14,711.75	\$62,268.47
3/31/2038	\$47,556.72	\$14,711.75	\$62,268.47
4/30/2038	\$47,556.72	\$14,711.75	\$62,268.47
5/31/2038	\$47,556.72	\$14,711.75	\$62,268.47
6/30/2038	\$47,556.72	\$14,711.75	\$62,268.47
7/31/2038	\$47,556.72	\$28,954.50	\$76,511.22
8/31/2038	\$47,556.72	\$28,954.50	\$76,511.22
9/30/2038	\$47,556.72	\$28,954.50	\$76,511.22
10/31/2038	\$47,556.72	\$28,954.50	\$76,511.22
11/30/2038	\$47,556.72	\$28,954.50	\$76,511.22
12/31/2038	\$47,556.72	\$28,954.50	\$76,511.22
1/31/2039	\$47,556.72	\$28,954.50	\$76,511.22
2/28/2039	\$47,556.72	\$28,954.50	\$76,511.22
3/31/2039	\$47,556.72	\$28,954.50	\$76,511.22
4/30/2039	\$47,556.72	\$28,954.50	\$76,511.22
5/31/2039	\$47,556.72	\$28,954.50	\$76,511.22
6/30/2039	\$47,556.72	\$28,954.50	\$76,511.22
7/31/2039	\$47,556.72	\$33,615.42	\$81,172.13
8/31/2039	\$47,556.72	\$33,615.42	\$81,172.13
9/30/2039	\$47,556.72	\$33,615.42	\$81,172.13
10/31/2039	\$47,556.72	\$33,615.42	\$81,172.13

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
11/30/2039	\$47,556.72	\$33,615.42	\$81,172.13
12/31/2039	\$47,556.72	\$33,615.42	\$81,172.13
1/31/2040	\$47,556.72	\$33,615.42	\$81,172.13
2/29/2040	\$47,556.72	\$33,615.42	\$81,172.13
3/31/2040	\$47,556.72	\$33,615.42	\$81,172.13
4/30/2040	\$47,556.72	\$33,615.42	\$81,172.13
5/31/2040	\$47,556.72	\$33,615.42	\$81,172.13
6/30/2040	\$47,556.72	\$33,615.42	\$81,172.13
7/31/2040	\$47,556.72	\$64,741.08	\$112,297.80
8/31/2040	\$47,556.72	\$64,741.08	\$112,297.80
9/30/2040	\$47,556.72	\$64,741.08	\$112,297.80
10/31/2040	\$47,556.72	\$64,741.08	\$112,297.80
11/30/2040	\$47,556.72	\$64,741.08	\$112,297.80
12/31/2040	\$47,556.72	\$64,741.08	\$112,297.80
1/31/2041	\$47,556.72	\$64,741.08	\$112,297.80
2/28/2041	\$47,556.72	\$64,741.08	\$112,297.80
3/31/2041	\$47,556.72	\$64,741.08	\$112,297.80
4/30/2041	\$47,556.72	\$64,741.08	\$112,297.80
5/31/2041	\$47,556.72	\$64,741.08	\$112,297.80
6/30/2041	\$47,556.72	\$64,741.08	\$112,297.80
7/31/2041	\$47,556.72	\$79,093.00	\$126,649.72
8/31/2041	\$47,556.72	\$79,093.00	\$126,649.72
9/30/2041	\$47,556.72	\$79,093.00	\$126,649.72
10/31/2041	\$47,556.72	\$79,093.00	\$126,649.72
11/30/2041	\$47,556.72	\$79,093.00	\$126,649.72
12/31/2041	\$47,556.72	\$79,093.00	\$126,649.72
1/31/2042	\$47,556.72	\$79,093.00	\$126,649.72
2/28/2042	\$47,556.72	\$79,093.00	\$126,649.72
3/31/2042	\$47,556.72	\$79,093.00	\$126,649.72
4/30/2042	\$47,556.72	\$79,093.00	\$126,649.72
5/31/2042	\$47,556.72	\$79,093.00	\$126,649.72
6/30/2042	\$47,556.72	\$79,093.00	\$126,649.72
7/31/2042	\$47,556.72	\$86,160.17	\$133,716.88
8/31/2042	\$47,556.72	\$86,160.17	\$133,716.88
9/30/2042	\$47,556.72	\$86,160.17	\$133,716.88
10/31/2042	\$47,556.72	\$86,160.17	\$133,716.88
11/30/2042	\$47,556.72	\$86,160.17	\$133,716.88
12/31/2042	\$47,556.72	\$86,160.17	\$133,716.88
1/31/2043	\$47,556.72	\$86,160.17	\$133,716.88
2/28/2043	\$47,556.72	\$86,160.17	\$133,716.88
3/31/2043	\$47,556.72	\$86,160.17	\$133,716.88

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
4/30/2043	\$47,556.72	\$86,160.17	\$133,716.88
5/31/2043	\$47,556.72	\$86,160.17	\$133,716.88
6/30/2043	\$47,556.72	\$86,160.17	\$133,716.88
7/31/2043	\$47,556.72	\$6,320.17	\$53,876.88
8/31/2043	\$47,556.72	\$6,320.17	\$53,876.88
9/30/2043	\$47,556.72	\$6,320.17	\$53,876.88
10/31/2043	\$47,556.72	\$6,320.17	\$53,876.88
11/30/2043	\$47,556.72	\$6,320.17	\$53,876.88
12/31/2043	\$47,556.72	\$6,320.17	\$53,876.88
1/31/2044	\$47,556.72	\$6,320.17	\$53,876.88
2/29/2044	\$47,556.72	\$6,320.17	\$53,876.88
3/31/2044	\$47,556.72	\$6,320.17	\$53,876.88
4/30/2044	\$47,556.72	\$6,320.17	\$53,876.88
5/31/2044	\$47,556.72	\$6,320.17	\$53,876.88
6/30/2044	\$47,556.72	\$6,320.17	\$53,876.88
7/31/2044	\$47,556.72	\$0.00	\$47,556.72
8/31/2044	\$47,556.72	\$0.00	\$47,556.72
9/30/2044	\$47,556.72	\$0.00	\$47,556.72
10/31/2044	\$47,556.72	\$0.00	\$47,556.72
11/30/2044	\$47,556.72	\$0.00	\$47,556.72
12/31/2044	\$47,556.72	\$0.00	\$47,556.72
1/31/2045	\$47,556.72	\$0.00	\$47,556.72
2/28/2045	\$47,556.72	\$0.00	\$47,556.72
3/31/2045	\$47,556.72	\$0.00	\$47,556.72
4/30/2045	\$47,556.72	\$0.00	\$47,556.72
5/31/2045	\$47,556.72	\$0.00	\$47,556.72
6/30/2045	\$47,556.72	\$0.00	\$47,556.72
7/31/2045	\$47,556.72	\$0.00	\$47,556.72
8/31/2045	\$47,556.72	\$0.00	\$47,556.72
9/30/2045	\$47,556.72	\$0.00	\$47,556.72
10/31/2045	\$47,556.72	\$0.00	\$47,556.72
11/30/2045	\$47,556.72	\$0.00	\$47,556.72
12/31/2045	\$47,556.72	\$0.00	\$47,556.72
1/31/2046	\$47,556.72	\$0.00	\$47,556.72
2/28/2046	\$47,556.72	\$0.00	\$47,556.72
3/31/2046	\$47,556.72	\$0.00	\$47,556.72
4/30/2046	\$47,556.72	\$0.00	\$47,556.72
5/31/2046	\$47,556.72	\$0.00	\$47,556.72
6/30/2046	\$47,556.72	\$0.00	\$47,556.72
7/31/2046	\$47,556.72	\$17,070.92	\$64,627.63
8/31/2046	\$47,556.72	\$17,070.92	\$64,627.63

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
9/30/2046	\$47,556.72	\$17,070.92	\$64,627.63
10/31/2046	\$47,556.72	\$17,070.92	\$64,627.63
11/30/2046	\$47,556.72	\$17,070.92	\$64,627.63
12/31/2046	\$47,556.72	\$17,070.92	\$64,627.63
1/31/2047	\$47,556.72	\$17,070.92	\$64,627.63
2/28/2047	\$47,556.72	\$17,070.92	\$64,627.63
3/31/2047	\$47,556.72	\$17,070.92	\$64,627.63
4/30/2047	\$47,556.72	\$17,070.92	\$64,627.63
5/31/2047	\$47,556.72	\$17,070.92	\$64,627.63
6/30/2047	\$47,556.72	\$17,070.92	\$64,627.63
7/31/2047	\$47,556.72	\$0.00	\$47,556.72
8/31/2047	\$47,556.72	\$0.00	\$47,556.72
9/30/2047	\$47,556.72	\$0.00	\$47,556.72
10/31/2047	\$47,556.72	\$0.00	\$47,556.72
11/30/2047	\$47,556.72	\$0.00	\$47,556.72
12/31/2047	\$47,556.72	\$0.00	\$47,556.72
1/31/2048	\$47,556.72	\$0.00	\$47,556.72
2/29/2048	\$47,556.72	\$0.00	\$47,556.72
3/31/2048	\$47,556.72	\$0.00	\$47,556.72
4/30/2048	\$47,556.72	\$0.00	\$47,556.72
5/31/2048	\$47,556.72	\$0.00	\$47,556.72
6/30/2048	\$47,556.72	\$0.00	\$47,556.72
7/31/2048	\$47,556.72	\$24,301.00	\$71,857.72
8/31/2048	\$47,556.72	\$24,301.00	\$71,857.72
9/30/2048	\$47,556.72	\$24,301.00	\$71,857.72
10/31/2048	\$47,556.72	\$24,301.00	\$71,857.72
11/30/2048	\$47,556.72	\$24,301.00	\$71,857.72
12/31/2048	\$47,556.72	\$24,301.00	\$71,857.72
1/31/2049	\$47,556.72	\$24,301.00	\$71,857.72
2/28/2049	\$47,556.72	\$24,301.00	\$71,857.72
3/31/2049	\$47,556.72	\$24,301.00	\$71,857.72
4/30/2049	\$47,556.72	\$24,301.00	\$71,857.72
5/31/2049	\$47,556.72	\$24,301.00	\$71,857.72
6/30/2049	\$47,556.72	\$24,301.00	\$71,857.72
7/31/2049	\$47,556.72	\$22,717.00	\$70,273.72
8/31/2049	\$47,556.72	\$22,717.00	\$70,273.72
9/30/2049	\$47,556.72	\$22,717.00	\$70,273.72
10/31/2049	\$47,556.72	\$22,717.00	\$70,273.72
11/30/2049	\$47,556.72	\$22,717.00	\$70,273.72
12/31/2049	\$47,556.72	\$22,717.00	\$70,273.72
1/31/2050	\$47,556.72	\$22,717.00	\$70,273.72

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
2/28/2050	\$47,556.72	\$22,717.00	\$70,273.72
3/31/2050	\$47,556.72	\$22,717.00	\$70,273.72
4/30/2050	\$47,556.72	\$22,717.00	\$70,273.72
5/31/2050	\$47,556.72	\$22,717.00	\$70,273.72
6/30/2050	\$47,556.72	\$22,717.00	\$70,273.72
7/31/2050	\$47,556.72	\$37,556.83	\$85,113.55
8/31/2050	\$47,556.72	\$37,556.83	\$85,113.55
9/30/2050	\$47,556.72	\$37,556.83	\$85,113.55
10/31/2050	\$47,556.72	\$37,556.83	\$85,113.55
11/30/2050	\$47,556.72	\$37,556.83	\$85,113.55
12/31/2050	\$47,556.72	\$37,556.83	\$85,113.55
1/31/2051	\$47,556.72	\$37,556.83	\$85,113.55
2/28/2051	\$47,556.72	\$37,556.83	\$85,113.55
3/31/2051	\$47,556.72	\$37,556.83	\$85,113.55
4/30/2051	\$47,556.72	\$37,556.83	\$85,113.55
5/31/2051	\$47,556.72	\$37,556.83	\$85,113.55
6/30/2051	\$47,556.72	\$37,556.83	\$85,113.55
7/31/2051	\$47,556.72	\$36,431.50	\$83,988.22
8/31/2051	\$47,556.72	\$36,431.50	\$83,988.22
9/30/2051	\$47,556.72	\$36,431.50	\$83,988.22
10/31/2051	\$47,556.72	\$36,431.50	\$83,988.22
11/30/2051	\$47,556.72	\$36,431.50	\$83,988.22
12/31/2051	\$47,556.72	\$36,431.50	\$83,988.22
1/31/2052	\$47,556.72	\$36,431.50	\$83,988.22
2/29/2052	\$47,556.72	\$36,431.50	\$83,988.22
3/31/2052	\$47,556.72	\$36,431.50	\$83,988.22
4/30/2052	\$47,556.72	\$36,431.50	\$83,988.22
5/31/2052	\$47,556.72	\$36,431.50	\$83,988.22
6/30/2052	\$47,556.72	\$36,431.50	\$83,988.22
7/31/2052	\$47,556.72	\$41,571.25	\$89,127.97
8/31/2052	\$47,556.72	\$41,571.25	\$89,127.97
9/30/2052	\$47,556.72	\$41,571.25	\$89,127.97
10/31/2052	\$47,556.72	\$41,571.25	\$89,127.97
11/30/2052	\$47,556.72	\$41,571.25	\$89,127.97
12/31/2052	\$47,556.72	\$41,571.25	\$89,127.97
1/31/2053	\$47,556.72	\$41,571.25	\$89,127.97
2/28/2053	\$47,556.72	\$41,571.25	\$89,127.97
3/31/2053	\$47,556.72	\$41,571.25	\$89,127.97
4/30/2053	\$47,556.72	\$41,571.25	\$89,127.97
5/31/2053	\$47,556.72	\$41,571.25	\$89,127.97
6/30/2053	\$47,556.72	\$41,571.25	\$89,127.97

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
7/31/2053	\$47,556.72	\$0.00	\$47,556.72
8/31/2053	\$47,556.72	\$0.00	\$47,556.72
9/30/2053	\$47,556.72	\$0.00	\$47,556.72
10/31/2053	\$47,556.72	\$0.00	\$47,556.72
11/30/2053	\$47,556.72	\$0.00	\$47,556.72
12/31/2053	\$47,556.72	\$0.00	\$47,556.72
1/31/2054	\$47,556.72	\$0.00	\$47,556.72
2/28/2054	\$47,556.72	\$0.00	\$47,556.72
3/31/2054	\$47,556.72	\$0.00	\$47,556.72
4/30/2054	\$47,556.72	\$0.00	\$47,556.72
5/31/2054	\$47,556.72	\$0.00	\$47,556.72
6/30/2054	\$47,556.72	\$0.00	\$47,556.72
7/31/2054	\$47,556.72	\$39,234.67	\$86,791.38
8/31/2054	\$47,556.72	\$39,234.67	\$86,791.38
9/30/2054	\$47,556.72	\$39,234.67	\$86,791.38
10/31/2054	\$47,556.72	\$39,234.67	\$86,791.38
11/30/2054	\$47,556.72	\$39,234.67	\$86,791.38
12/31/2054	\$47,556.72	\$39,234.67	\$86,791.38
1/31/2055	\$47,556.72	\$39,234.67	\$86,791.38
2/28/2055	\$47,556.72	\$39,234.67	\$86,791.38
3/31/2055	\$47,556.72	\$39,234.67	\$86,791.38
4/30/2055	\$47,556.72	\$39,234.67	\$86,791.38
5/31/2055	\$47,556.72	\$39,234.67	\$86,791.38
6/30/2055	\$47,556.72	\$39,234.67	\$86,791.38
7/31/2055	\$47,556.72	\$10,679.75	\$58,236.47
8/31/2055	\$47,556.72	\$10,679.75	\$58,236.47
9/30/2055	\$47,556.72	\$10,679.75	\$58,236.47
10/31/2055	\$47,556.72	\$10,679.75	\$58,236.47
11/30/2055	\$47,556.72	\$10,679.75	\$58,236.47
12/31/2055	\$47,556.72	\$10,679.75	\$58,236.47
1/31/2056	\$47,556.72	\$10,679.75	\$58,236.47
2/29/2056	\$47,556.72	\$10,679.75	\$58,236.47
3/31/2056	\$47,556.72	\$10,679.75	\$58,236.47
4/30/2056	\$47,556.72	\$10,679.75	\$58,236.47
5/31/2056	\$47,556.72	\$10,679.75	\$58,236.47
6/30/2056	\$47,556.72	\$10,679.75	\$58,236.47
7/31/2056	\$47,556.72	\$23,356.33	\$70,913.05
8/31/2056	\$47,556.72	\$23,356.33	\$70,913.05
9/30/2056	\$47,556.72	\$23,356.33	\$70,913.05
10/31/2056	\$47,556.72	\$23,356.33	\$70,913.05
11/30/2056	\$47,556.72	\$23,356.33	\$70,913.05

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
12/31/2056	\$47,556.72	\$23,356.33	\$70,913.05
1/31/2057	\$47,556.72	\$23,356.33	\$70,913.05
2/28/2057	\$47,556.72	\$23,356.33	\$70,913.05
3/31/2057	\$47,556.72	\$23,356.33	\$70,913.05
4/30/2057	\$47,556.72	\$23,356.33	\$70,913.05
5/31/2057	\$47,556.72	\$23,356.33	\$70,913.05
6/30/2057	\$47,556.72	\$23,356.33	\$70,913.05
7/31/2057	\$47,556.72	\$26,268.50	\$73,825.22
8/31/2057	\$47,556.72	\$26,268.50	\$73,825.22
9/30/2057	\$47,556.72	\$26,268.50	\$73,825.22
10/31/2057	\$47,556.72	\$26,268.50	\$73,825.22
11/30/2057	\$47,556.72	\$26,268.50	\$73,825.22
12/31/2057	\$47,556.72	\$26,268.50	\$73,825.22
1/31/2058	\$47,556.72	\$26,268.50	\$73,825.22
2/28/2058	\$47,556.72	\$26,268.50	\$73,825.22
3/31/2058	\$47,556.72	\$26,268.50	\$73,825.22
4/30/2058	\$47,556.72	\$26,268.50	\$73,825.22
5/31/2058	\$47,556.72	\$26,268.50	\$73,825.22
6/30/2058	\$47,556.72	\$26,268.50	\$73,825.22
7/31/2058	\$47,556.72	\$15,570.42	\$63,127.13
8/31/2058	\$47,556.72	\$15,570.42	\$63,127.13
9/30/2058	\$47,556.72	\$15,570.42	\$63,127.13
10/31/2058	\$47,556.72	\$15,570.42	\$63,127.13
11/30/2058	\$47,556.72	\$15,570.42	\$63,127.13
12/31/2058	\$47,556.72	\$15,570.42	\$63,127.13
1/31/2059	\$47,556.72	\$15,570.42	\$63,127.13
2/28/2059	\$47,556.72	\$15,570.42	\$63,127.13
3/31/2059	\$47,556.72	\$15,570.42	\$63,127.13
4/30/2059	\$47,556.72	\$15,570.42	\$63,127.13
5/31/2059	\$47,556.72	\$15,570.42	\$63,127.13
6/30/2059	\$47,556.72	\$15,570.42	\$63,127.13
7/31/2059	\$47,556.72	\$525.33	\$48,082.05
8/31/2059	\$47,556.72	\$525.33	\$48,082.05
9/30/2059	\$47,556.72	\$525.33	\$48,082.05
10/31/2059	\$47,556.72	\$525.33	\$48,082.05
11/30/2059	\$47,556.72	\$525.33	\$48,082.05
12/31/2059	\$38,481.72	\$525.33	\$48,082.05
1/31/2060	\$38,481.72	\$525.33	\$48,082.05
2/29/2060	\$38,481.72	\$525.33	\$48,082.05
3/31/2060	\$38,481.72	\$525.33	\$48,082.05
4/30/2060	\$38,481.72	\$525.33	\$48,082.05

Port Allocable FM Month	Port Allocable FM Costs	Port Allocable Lifecycle Costs	Port Allocable FM Fee
5/31/2060	\$38,481.72	\$525.33	\$48,082.05
6/30/2060	\$38,481.72	\$525.33	\$48,082.05
7/31/2060	\$38,481.72	\$18,613.20	\$66,169.92
8/31/2060	\$38,481.72	\$18,613.20	\$66,169.92
9/30/2060	\$38,481.72	\$18,613.20	\$66,169.92
10/31/2060	\$38,481.72	\$18,613.20	\$66,169.92
11/30/2060	\$38,481.72	\$18,613.20	\$66,169.92

APPENDIX 23

RESERVED

APPENDIX 24

CITY DESIGN-BUILD PAYMENTS¹¹

Construction Month Ending	Lump Sum City Contributions	Total City Construction Contributions
1/31/2016 ¹²	[\$7,780,000]	[\$7,780,000]
2/29/2016	\$[•]	\$[•]
3/31/2016	\$[•]	\$[•]
4/30/2016	\$[•]	\$[•]
5/31/2016	\$[•]	\$[•]
6/30/2016	\$[•]	\$[•]
7/31/2016	\$[•]	\$[•]
8/31/2016	\$[•]	\$[•]
9/30/2016	\$[•]	\$[•]
10/31/2016	[\$3,000,000]	[\$3,000,000]
11/30/2016	\$[•]	\$[•]
12/31/2016	\$[•]	\$[•]
1/31/2017	\$[•]	\$[•]
2/28/2017	\$[•]	\$[•]
3/31/2017	\$[•]	\$[•]
4/30/2017	\$[•]	\$[•]
5/31/2017	\$[•]	\$[•]
6/30/2017	\$[•]	\$[•]
7/31/2017	\$[•]	\$[•]
8/31/2017	\$[•]	\$[•]
9/30/2017	\$[•]	\$[•]
10/31/2017	\$[•]	\$[•]
11/30/2017	\$[•]	\$[•]
12/31/2017	\$[•]	\$[•]
1/31/2018	\$[•]	\$[•]
2/28/2018	\$[•]	\$[•]
3/31/2018	\$[•]	\$[•]
4/30/2018	\$[•]	\$[•]

¹¹ To be updated prior to execution and delivery of this Project Agreement.
¹² Funds for such period shall be contributed by the City at Financial Close.

APPENDIX 25

RELOCATION

The Project Company shall develop a Relocation Plan, taking into account the allocation of responsibilities set forth below:

	Project Company	City	Port
PHYSICAL RELOCATION			
City Hall Building contents move (scope to exclude systems-furniture but includes furniture and IT equipment)	X		
Port Headquarters Building contents move (scope to exclude systems-furniture but includes furniture and IT equipment)	X		
Library staff contents move (scope to exclude systems-furniture but includes furniture and IT equipment)	X		
Library inventory contents move (books/documents)	X		
Removal of remaining/leftover contents from the existing buildings (Old City Hall Building and off-site leases, existing Port building, existing library)		X	X
Decommissioning of Old City Hall Building in agreed to timeframe so as to not create schedule impact		X	
Disconnecting all IT equipment prior to relocation and reconnecting all IT equipment post-relocation		X	X
MOVE COORDINATION			
Overall move planning and coordination	X		
Adherence to the responsibility matrix in the move plan developed by the Project Company and attendance of coordination meetings	X	X	X
Confirmation of head count, contents inventory, move security requirements in existing building, move constraints, IT/data migration and planning and securing moving points of contact to work with the Project Company movers/move coordinators		X	X

APPENDIX 26A

FORM OF P&P BOND (CITY)

**Performance Bond
(City of Long Beach)**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Clark Construction Group - California, L.P.

as Principal, hereinafter called Design-Builder, and,

Travelers Casualty and Surety Company of America; Federal Insurance Company; Fidelity and Deposit Company of Maryland; and Zurich American Insurance Company

as Surety, hereinafter called Surety, are held and firmly bound unto

Plenary Edgemoor Civic Partners, LLC

as Obligee, hereinafter called Project Company, in the amount of [Two Hundred Two Million Two Hundred Fifty-Three Thousand Five Hundred Seventy-One Dollars (\$202,253,571)]¹³ for the payment whereof Design-Builder and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Design-Builder has by written agreement dated _____, 2016, entered into a Design-Build Agreement with Project Company for the design, construction, testing commissioning and completion of the New City Hall Building, the New Main Library, the Port Headquarters Building, the revitalized Lincoln Park, and certain related structures, as more fully described in the Design-Build Agreement, which Design-Build Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement; and

WHEREAS, the Agreement provides in Section 28.11 that “it shall be treated as two separate and divisible contracts whereby all provisions relating to the Port Facilities and the Shared Facilities shall constitute one contract (the “Port Design-Build Agreement”), all provisions relating to the City Facilities and the Shared Rooms shall constitute another contract (the “City Design-Build Agreement”), and where any provision of the Project Agreement is silent as to whether it applies to the Port Facilities or the Shared Facilities, on the one hand, or the City Facilities or the Shared Rooms, on the other hand, such provision shall apply to each of the Port Project Agreement and the City Facilities Project Agreement”; and

WHEREAS, the Design-Builder, the Obligee, and the Surety desire to have separate payment and performance bonds for the City Design-Build Agreement and for the Port Design-Build Agreement, as those terms are defined in the Agreement; and

¹³ To be updated prior to execution and delivery of this Project Agreement.

WHEREAS, this Performance Bond shall guarantee the obligations of the Design-Builder solely for the City Facilities Work and the Shared Rooms Work, as those terms are defined in the City Design-Build Agreement.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Design-Builder shall promptly and faithfully perform said City Facilities Work and Shared Rooms Work pursuant to the City Design-Build Agreement, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Project Company.

Whenever Design Builder shall be, and declared by Project Company to be in default under the City Design-Build Agreement, the Project Company having performed Project Company's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the City Design-Build Agreement in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the City Design-Build Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible and responsive bidder, or, if the Project Company elects, upon determination by the Project Company and the Surety jointly of the lowest responsible and responsive bidder, arrange for completion of the City Design-Build Agreement by such bidder and Project Company, and make available as Work progresses (even though there should be default or a succession of defaults under the City Design-Build Agreement or design-build agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the City Design-Build Agreement price;

but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the City Design-Build Agreement price," as used in this paragraph, shall mean the total amount payable by Project Company to Design-Builder upon the City Design-Build Agreement and any amendments thereto, less the amount properly paid by Project Company to Design-Builder.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the City Design-Build Agreement falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Project Company named herein, any other obligee set forth in the Multiple Obligee Rider attached hereto, or their respective heirs, executors, administrators or successors.

This bond shall expire and be of no further force and effect on the date that is the first anniversary of the Final City Occupancy Date (as defined in the Agreement), except with the respect to claims made against this bond prior to such date.

This bond shall be construed in accordance with the laws of the state of California.

Signed and sealed this ____ day of _____, 2016

CLARK CONSTRUCTION GROUP - CALIFORNIA, L.P.

By: _____

Name:

Title:

TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

By: _____

Name:

Title:

FEDERAL INSURANCE COMPANY

By: _____

Name:

Title:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Name:

Title:

ZURICH AMERICAN INSURANCE COMPANY

By: _____

Name:

Title:

**Labor and Material Payment Bond
(City of Long Beach)**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Clark Construction Group - California, L.P.

as Principal, hereinafter called Design-Builder, and,

Travelers Casualty and Surety Company of America, Federal Insurance Company; Fidelity and Deposit Company of Maryland; and Zurich American Insurance Company

as Surety, hereinafter called Surety, are held and firmly bound unto

Plenary Edgemoor Civic Partners, LLC

as Obligee, hereinafter called Project Company, for the use and benefit of claimants as hereinbelow defined, in the amount of [Two Hundred Two Million Two Hundred Fifty-Three Thousand Five Hundred Seventy-One Dollars (\$202,253,571)]¹⁴ for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and administrators, assigns, jointly and severally, firmly by these presents.

WHEREAS, Design-Builder has by written agreement dated _____, 2016, entered into a Design-Build Agreement with the Project Company for the design, construction, testing, commissioning and completion of the New City Hall Building, the New Main Library, the Port Headquarters Building, the revitalized Lincoln Park, and certain related structures, as more fully described in the Design-Build Agreement, which Design-Build Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement; and

WHEREAS, the Agreement provides in Section 28.11 that “it shall be treated as two separate and divisible contracts whereby all provisions relating to the Port Facilities and the Shared Facilities shall constitute one contract (the “Port Design-Build Agreement”), all provisions relating to the City Facilities and the Shared Rooms shall constitute another contract (the “City Design-Build Agreement”), and where any provision of the Design-Build Agreement is silent as to whether it applies to the Port Facilities or the Shared Facilities, on the one hand, or the City Facilities or the Shared Rooms, on the other hand, such provision shall apply to each of the Port Design-Build Agreement and the City Design-Build Agreement”; and

WHEREAS, the Design-Builder, the Obligee, and the Surety desire to have separate payment and performance bonds for the City Design-Build Agreement and for the Port Design-Build Agreement, as those terms are defined in the Agreement; and

¹⁴ To be updated prior to execution and delivery of this Project Agreement.

WHEREAS, this Performance Bond shall guarantee the obligations of the Design-Builder solely for the City Facilities Work and the Shared Rooms Work, as those terms are defined in the City Design-Build Agreement.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the City Facilities Work and the Shared Rooms Work pursuant to the City Design-Build Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contact with the Principal for labor, material, or both, used or reasonably required for use in the performance of the City Design-Build Agreement, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the City Design-Build Agreement.

2. The above named Principal and Surety hereby jointly and severally agree with the Project Company that every claimant as herein defined, who has not been paid in full for City Facilities Work and Shared Rooms Work before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Project Company shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, shall have given written notice to any two of the following: the Principal, the Project Company, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed for City Facilities Work and Shared Rooms Work. Such notice shall be

served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Project Company or Surety, at any place where an office is regularly maintained for same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Project Company or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said City Design-Build Agreement, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented for City Facilities Work and Shared Rooms Work under and against this bond.

This bond shall expire and be of no further force and effect on the date that is the first anniversary of the Occupancy Date of the Final City Occupancy Date (as defined in the Agreement), except with the respect to claims made against this bond prior to such date.

This bond shall be construed in accordance with the laws of the state of California.

Signed and sealed this ____ day of _____, 2016

CLARK CONSTRUCTION GROUP - CALIFORNIA, L.P.

By: _____
Name:
Title:

TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

By: _____
Name:
Title:

FEDERAL INSURANCE COMPANY

By: _____
Name:
Title:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Name:
Title:

ZURICH AMERICAN INSURANCE COMPANY

By: _____
Name:
Title:

ATTACHMENT 26A

FORM OF MULTIPLE OBLIGEE RIDER (CITY)

**MULTIPLE OBLIGEE RIDER
(City of Long Beach)**

This Rider is to be attached to and forms a part of Bond No. _____ issued by Travelers Casualty and Surety Company of America, Federal Insurance Company, and Fidelity and Deposit Company, and Zurich American Insurance Company (hereinafter collectively referred to as “Surety”), as Surety, on the ___ day of _____, 2015.

WHEREAS, on or about the ___ day of January, 2016, *Clark Construction Group – California, LP* (hereinafter called the “Principal”), entered into a Design-Build Agreement with *Plenary Edgemoor Civic Partners, LLC* (hereinafter called the “Primary Obligee”) for the design and construction of the *New Long Beach City Hall, New Main Library, New Port of Long Beach Headquarters Building and Revitalized Lincoln Park* (hereinafter called the “Design-Build Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Design-Build Agreement; and

WHEREAS, the Principal and the Surety made, executed and delivered to Primary Obligee, their joint and several Performance Bond No. _____ in connection with the Design-Build Agreement for the City Facilities Work and the Shared Rooms Work (hereinafter called “the Bond”); and

WHEREAS, the Primary Obligee has requested that the *City of Long Beach* (“City”) and _____ (“Lender”) be added as additional obligees to the Bond; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to join with the Primary Obligee in the execution and delivery of this Multiple Obligee Rider, and the Principal and Surety have agreed so to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of the premium paid and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby agree that the Bond shall be and it is hereby amended as follows:

1. The names of the *City of Long Beach* and _____ (“Lender”) shall be added to the Bond as additional obligees (hereinafter referred to collectively as “Additional Obligees”).
2. The Surety shall only be liable under the Bond to the *City and Lender* for the work described as City Facilities Work and the Shared Rooms Work and in no event shall the Surety’s liability under this Bond to the *City* exceed the City Design-Build Agreement Sum notwithstanding any language in the Bond or this Rider to the contrary.
3. The Surety shall only be liable under this Bond to the Additional Obligees if the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Design-Build Agreement as to payments for the City Facilities Work and the Shared Rooms Work and shall perform all other obligations to be performed under said Design-Build Agreement with respect to the City Facilities Work and the Shared Rooms Work at the time and in the manner therein set forth therein.
4. The aggregate liability of the Surety under this Bond to the Primary Obligee is limited to the penal sum of said Bond inclusive of any amounts owed or paid to the *City* or the *Lender*.
5. The Additional Obligees’ rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee. At the Surety’s election, any payment due under the Bond may be made by joint check payable to one or more of the obligees.

6. Except as herein modified, said Bond shall be and remains in full force and effect.

Signed, sealed and dated this __ day of January, 2016.

Clark Construction Group-California, LP
(“Principal”)

Plenary Edgemoor Civic Partners, LLC
(Primary Obligee)

By: _____

By: _____

Name and title: _____

Name and Title: _____

(Additional Obligee”)

By: _____

THE CITY OF LONG BEACH

Name and Title: _____

[LENDER]

(Additional Obligee”)

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

By: _____

By: _____

Name and title: _____

Name and Title: _____

APPENDIX 26B

FORM OF P&P BOND (PORT)

**Performance Bond
(Port of Long Beach)**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Clark Construction Group - California, L.P.

as Principal, hereinafter called Design-Builder, and,

Travelers Casualty and Surety Company of America; Federal Insurance Company; Fidelity and
Deposit Company of Maryland; and Zurich American Insurance Company

as Surety, hereinafter called Surety, are held and firmly bound unto

Plenary Edgemoor Civic Partners, LLC

as Obligee, hereinafter called Project Company, in the amount of
[One Hundred Ninety-Three Million Five Hundred Sixty-Seven Thousand Eight Hundred
Eighty-One Dollars (\$193,567,881)]¹⁵

for the payment whereof Design-Builder and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Design-Builder has by written agreement dated _____, 2016, entered
into a Design-Build Agreement with Project Company for the design, construction, testing
commissioning and completion of the New City Hall Building, the New Main Library, the Port
Headquarters Building, the revitalized Lincoln Park, and certain related structures, as more
fully described in the Design-Build Agreement, which Design-Build Agreement is by reference
made a part hereof, and is hereinafter referred to as the Agreement; and

WHEREAS, the Agreement provides in Section 28.11 that “it shall be treated as two separate
and divisible contracts whereby all provisions relating to the Port Facilities and the Shared
Facilities shall constitute one contract (the “Port Design-Build Agreement”), all provisions
relating to the City Facilities and the Shared Rooms shall constitute another contract (the “City
Design-Build Agreement”) and where any provision of the Design-Build Agreement is silent as
to whether it applies to the Port Facilities or the Shared Facilities, on the one hand, or the City
Facilities or the Shared Rooms, on the other hand, such provision shall apply to each of the Port
Design-Build Agreement and the City Design-Build Agreement”; and

¹⁵ To be updated prior to execution and delivery of this Project Agreement.

WHEREAS, the Design-Builder, the Obligee, and the Surety desire to have separate payment and performance bonds for the City Design-Build Agreement and for the Port Design-Build Agreement, as those terms are defined in the Agreement; and

WHEREAS, this Performance Bond shall guarantee the obligations of the Design-Builder solely for the Port Facilities Work and the Shared Facilities Work, as those terms are defined in the Port Design-Build Agreement.

PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Design-Builder shall promptly and faithfully perform said Port Facilities Work and Shared Facilities Work pursuant to the Port Design-Build Agreement, then this obligation shall be null and void: otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Project Company.

Whenever Design Builder shall be, and declared by Project Company to be in default under the Port Design-Build Agreement, the Project Company having performed Project Company's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Port Design-Build Agreement in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Port Design-Build Agreement in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible and responsive bidder, or, if the Project Company elects, upon determination by the Project Company and the Surety jointly of the lowest responsible and responsive bidder, arrange for completion of the Port Design-Build Agreement by such bidder and Project Company, and make available as Work progresses (even though there should be default or a succession of defaults under the Port Design-Build Agreement or design-build agreements of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Port Design-Build Agreement price;

but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Port Design-Build Agreement price," as used in this paragraph, shall mean the total amount payable by Project Company to Design-Builder upon the Port Design-Build Agreement and any amendments thereto, less the amount properly paid by Project Company to Design-Builder.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Port Design-Build Agreement falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Project Company named herein, any other obligee set forth in the Multiple Obligee Rider attached hereto, or their respective heirs, executors, administrators or successors.

This bond shall expire and be of no further force and effect on the date that is the first anniversary of the Port Occupancy Date (as defined in the Agreement), except with the respect to claims made against this bond prior to such date.

This bond shall be construed in accordance with the laws of the state of California.

Signed and sealed this ____ day of _____, 2016

CLARK CONSTRUCTION GROUP - CALIFORNIA, L.P.

By: _____
Name:
Title:

TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

By: _____
Name:
Title:

FEDERAL INSURANCE COMPANY

By: _____
Name:
Title:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____
Name:
Title:

ZURICH AMERICAN INSURANCE COMPANY

By: _____
Name:
Title:

**Labor and Material Payment Bond
(Port of Long Beach)**

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Clark Construction Group - California, L.P.

as Principal, hereinafter called Design-Builder, and,

Travelers Casualty and Surety Company of America, Federal Insurance Company; Fidelity and Deposit Company of Maryland; and Zurich American Insurance Company

as Surety, hereinafter called Surety, are held and firmly bound unto

Plenary Edgemoor Civic Partners, LLC

as Obligee, hereinafter called Project Company, for the use and benefit of claimants as hereinbelow defined, in the amount of [One Hundred Ninety-Three Million Five Hundred Sixty-Seven Thousand Eight Hundred Eighty-One Dollars (\$193,567,881)]¹⁶

for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and administrators, assigns, jointly and severally, firmly by these presents.

WHEREAS, Design-Builder has by written agreement dated _____, 2016, entered into a Design-Build Agreement with the Project Company for the design, construction, testing, commissioning and completion of the New City Hall Building, the New Main Library, the Port Headquarters Building, the revitalized Lincoln Park, and certain related structures, as more fully described in the Design-Build Agreement, which Design-Build Agreement is by reference made a part hereof, and is hereinafter referred to as the Agreement; and

WHEREAS, the Agreement provides in Section 28.11 that “it shall be treated as two separate and divisible contracts whereby all provisions relating to the Port Facilities and the Shared Facilities shall constitute one contract (the “Port Design-Build Agreement”), all provisions relating to the City Facilities and the Shared Rooms shall constitute another contract (the “City Design-Build Agreement”) and where any provision of the Design-Build Agreement is silent as to whether it applies to the Port Facilities or the Shared Facilities, on the one hand, or the City Facilities or the Shared Rooms, on the other hand, such provision shall apply to each of the Port Design-Build Agreement and the City Design-Build Agreement”; and

WHEREAS, the Design-Builder, the Obligee, and the Surety desire to have separate payment and performance bonds for the City Design-Build Agreement and for the Port Design-Build Agreement, as those terms are defined in the Agreement; and

¹⁶ To be updated prior to execution and delivery of this Project Agreement.

WHEREAS, this Performance Bond shall guarantee the obligations of the Design-Builder solely for the Port Facilities Work and the Shared Facilities Work, as those terms are defined in the Port Design-Build Agreement.

LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Port Facilities Work and the Shared Facilities Work pursuant to the Port Design-Build Agreement, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contact with the Principal for labor, material, or both, used or reasonably required for use in the performance of the Port Design-Build Agreement, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Port Design-Build Agreement.

2. The above named Principal and Surety hereby jointly and severally agree with the Project Company that every claimant as herein defined, who has not been paid in full for Port Facilities Work and Shared Facilities Work before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Project Company shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, shall have given written notice to any two of the following: the Principal, the Project Company, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed for Port Facilities Work and Shared Facilities Work. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope

addressed to the Principal, Project Company or Surety, at any place where an office is regularly maintained for same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Project Company or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Port Design-Build Agreement, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented for Port Facilities Work and Shared Facilities Work under and against this bond.

This bond shall expire and be of no further force and effect on the date that is the first anniversary of the Port Occupancy Date (as

defined in the Agreement), except with the respect to claims made against this bond prior to such date.

This bond shall be construed in accordance with the laws of the state of California.

Signed and sealed this ____ day of _____, 2016

CLARK CONSTRUCTION GROUP - CALIFORNIA, L.P.

By: _____

Name:

Title:

TRAVELERS CASUALTY AND SURETY COMPANY
OF AMERICA

By: _____

Name:

Title:

FEDERAL INSURANCE COMPANY

By: _____

Name:

Title:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: _____

Name:

Title:

ZURICH AMERICAN INSURANCE COMPANY

By: _____

Name:

Title:

ATTACHMENT 26B

FORM OF MULTIPLE OBLIGEE RIDER (PORT)

**MULTIPLE OBLIGEE RIDER
(Port of Long Beach)**

This Rider is to be attached to and forms a part of Bond No. _____ issued by Travelers Casualty and Surety Company of America, Federal Insurance Company, and Fidelity and Deposit Company, and Zurich American Insurance Company (hereinafter collectively referred to as “Surety”), as Surety, on the ___ day of _____, 2015.

WHEREAS, on or about the ___ day of January, 2016, *Clark Construction Group – California, LP* (hereinafter called the “Principal”), entered into a Design-Build Agreement with *Plenary Edgemoor Civic Partners, LLC* (hereinafter called the “Primary Obligee”) for the design and construction of the *New Long Beach City Hall, New Main Library, New Port of Long Beach Headquarters Building and Revitalized Lincoln Park* (hereinafter called the “Design-Build Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Design-Build Agreement; and

WHEREAS, the Principal and the Surety made, executed and delivered to Primary Obligee, their joint and several Performance Bond No. _____ in connection with the Design-Build Agreement for the Port Facilities Work and the Shared Facilities Work (hereinafter called “Bond”); and

WHEREAS, the Primary Obligee has requested that the) the *City of Long Beach Acting by and through the Board of Harbor Commissioners (“Port”*, and _____ (“*Lender*”) be added as additional obligees to the Bond; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety to join with the Primary Obligee in the execution and delivery of this Multiple Obligee Rider, and the Principal and Surety have agreed so to do upon the conditions herein stated.

NOW, THEREFORE, in consideration of the premium paid and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned hereby agree that the Bond shall be and it is hereby amended as follows:

1. The Port and _____ (“*Lender*”) shall be added to the Bond as additional obligees, (hereinafter referred to collectively as “Additional Obligees”).
2. The Surety shall only be liable under the Bond to the *Port* and *Lender* for the work described as Port Facilities Work and Shared Facilities Work and in no event shall the Surety’s aggregate liability under this Bond to the *Port* and *Lender* exceed the Port Design-Build Agreement Sum notwithstanding any language in the Bond or this Rider to the contrary.
3. The Surety shall only be liable under this Bond to the Additional Obligees if the primary Obligee, the Additional Obligees, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Design-Build Agreement as to payments for the Port Facilities Work and the Shared Facilities Work and shall perform all other obligations to be performed under said Design-Build Agreement with respect to the Port Facilities Work and Shared Facilities Work at the time and in the manner therein set forth therein.
4. The aggregate liability of the Surety under this Bond to the Primary Obligee is limited to the penal sum of said Bond inclusive of any amounts owed or paid to the *Port* or the *Lender*.

- 5. The Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee. At the Surety's election, any payment due under the Bond may be made by joint check payable to one or more of the obligees.
- 6. Except as herein modified, said Bond shall be and remains in full force and effect.

Signed, sealed and dated this __ day of January, 2016.

Clark Construction Group-California, LP
(Principal)

Plenary Edgemoor Civic Partners, LLC
(Primary Obligee)

By: _____

By: _____

Name and title: _____

Name and Title: _____

THE CITY OF LONG BEACH, ACTING BY AND THROUGH THE BOARD OF HARBOR COMMISSIONERS
(Additional Obligee)

(Additional Obligee)

By: _____
Name and Title: _____

[LENDER]

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

(Additional Obligee)

By: _____

By: _____

Name and title: _____

Name and Title: _____
