

**EXHIBIT U**  
**FINANCIAL MODEL AND RELATED INFORMATION**

## 1 Summary Output

### Dates and Availability Payment

Financial Close	18/Dec/20
Operating Period Start Date	16/Jul/23
First Equity Distribution	30/Sep/23
Date of Readiness for Full Opening	15/Jul/23
Expiry Date	30/Jun/53

### Nominal Availability Payments

Capital Charge	901,331,388
Services Charge	287,149,340
First Year Services Charge as a Percentage of the First Year's Availability Payment	23.40%

**1st Full Year Availability Payment** **29,584,549**

### Capital and Leverage Ratio Summary

		Financial Close	Project Readiness
Construction Facility Term Loan (Drawn First)		-	n.a
501(c)(3)		-	-
Taxable Muni Long Term Bond		-	-
Upfront Draw Long Term Bond		-	-
Upfront Draw Medium Term Bond		-	-
Delay Draw Long Term Bond		478,520,344	478,520,344
Delay Draw Medium Term Bond		-	-
Short Term Bond		-	n.a
Construction Facility Revolver		-	n.a
Medium Term Bank Facility		-	-
Total Debt		478,520,344	478,520,344
Total Equity Committed		26,275,515	26,275,515
Contingent Equity LC	93%	9,742,145	-
Total Source of Funds		514,538,004	504,795,859
		<u>Excluding Contingent LC</u>	
Gearing Ratio		94.79%	93.00%
			94.79%

### Debt Metrics

	Minimum	Maximum	Average
DSCR	1.15	1.15	1.15
	Taxable Muni	LT Bonds	MT Bonds
Total Life of Debt	-	32.29	-
Average Life of Debt	-	21.56	-

### Return Metrics

Pre-Tax Equity IRR (Levered IRR)	14.34%
Project IRR (Unlevered IRR)	4.77%
Post-Tax Equity IRR	12.19%
WACC	4.02%
501(c)(3) Premium to Par	-

**EXHIBIT V**  
**CALCULATION AND PAYMENT OF REFINANCING GAINS**

## **ARTICLE 1 DEFINITIONS**

**1.1 Definitions.** In addition to the definitions set out in the Agreement, for the purposes of this Exhibit, the following terms have the following meanings:

“**Post-Refinancing Financial Model**” has the meaning set forth in Section 3.1(b) of this Exhibit.

“**Pre-Refinancing Financial Model**” has the meaning set forth in Section 3.1 (a) of this Exhibit.

“**Refinancing Gain**” has the meaning set forth in Section 3.2 of this Exhibit.

**1.2 Section References in this Exhibit.** All Section references in this Exhibit are to Sections of this Exhibit, except Section references explicitly made to Sections, Articles, or Exhibits of the Agreement.

## **ARTICLE 2 DATA AND PROJECTIONS REQUIRED FOR THE CALCULATION OF REFINANCING GAIN**

**2.1 Notification by Developer of Refinancing.** Developer must notify PGCPs as soon as practicable of its interest in proceeding with a Refinancing and the proposed schedule for documenting and closing the proposed Refinancing.

**2.2 Information for Developer to Provide.** Developer shall provide the following information at least sixty (60) days in advance of the estimated Refinancing date:

- (a) The Financial Model;
- (b) Details of the actual timing and amounts of equity investment or subordinated debt by Unit Holders from the Effective Date to the estimated Refinancing date;
- (c) Details of the actual timing and amounts of Distributions to Unit Holders or any of their Affiliates from the Effective Date to the estimated Refinancing date;
- (d) Information on the actual cash flow of Developer from the Effective Date to the estimated Refinancing date, set out under the same headings as the Financial Model;
- (e) Macroeconomic, revenue, and cost projections from the estimated Refinancing date to the end of the Term, assuming the planned Refinancing does not occur;
- (f) Macroeconomic, revenue, and cost projections from the estimated Refinancing date to the end of the Term, assuming the planned Refinancing occurs; and
- (g) Term sheet, draft Financing Documents and other relevant information on the terms of Refinancing.

**2.3 Veracity of Information.** Developer shall certify to PGCPS' that all Project information is, with the respect to items (a) through (d) of Section 2.2 of this Exhibit true and correct, and with respect to items (e) and (f) of Section 2.2 of this Exhibit, reasonable and the basis upon which a new Financing Party will agree to participate in the planned Refinancing. When PGCPS and Developer are unable to agree on actual amounts and timing related to information provided under items (a) through (f) of Section 2.2 of this Exhibit, relevant projections from the current Financial Model shall be used.

### **ARTICLE 3 CALCULATION OF THE REFINANCING GAIN**

**3.1 Refinancing Financial Models.** Developer shall provide the following information at least sixty (60) days in advance of the estimated Refinancing date:

(a) A pre-Refinancing Financial Model, which does not take into account the effects of the Refinancing ("**Pre-Refinancing Financial Model**"), as updated by Developer for the data provided under Section 2 of this Exhibit, and which projects the cash flow of Developer from the estimated Refinancing date to the end of the Term, including projected Distributions; and

(b) A post-Refinancing Financial Model, which fully takes into account the effects of the Refinancing including all costs incurred in connection with the Refinancing, but excluding the payment to PGCPS of its portion of the Refinancing Gain ("**Post-Refinancing Financial Model**"), as updated by Developer for the data provided under Section 2 of this Exhibit, and which projects the cash flow of Developer from the estimated Refinancing date to the end of the Term, including projected Distributions.

**3.2 Refinancing Gain Calculation.** With respect to any Refinancing other than an Exempt Refinancing (in respect of which the Refinancing Gain shall be deemed to be zero), the "**Refinancing Gain**" shall be an amount equal to the greater of zero and  $[(A - B) - C]$  where:

A = the net present value of Distributions to be made from the estimated Refinancing Date to the end of the Term as projected in the Post-Refinancing Financial Model, discounted using the Base Case Equity IRR to the estimated date of the Refinancing;

B = the net present value of Distributions to be made from the estimated Refinancing date to the end of the Term as projected in the Pre-Refinancing Financial Model, discounted using the Base Case Equity IRR to the estimated date of the Refinancing; and

C = any adjustment required to raise the Pre-Refinancing Equity IRR to the Base Case Equity IRR.

**ARTICLE 4**  
**ADJUSTMENT TO RAISE THE PRE-REFINANCING EQUITY IRR TO THE BASE**  
**CASE EQUITY IRR**

If the Pre-Refinancing Equity IRR is lower than the Base Case Equity IRR, a calculation will be done to determine the Distribution amount which, if received by Unit Holders at the estimated Refinancing date, would increase the Pre-Refinancing Equity IRR to the Base Case Equity IRR. This Distribution amount will be deducted as factor C in Section 3.2 of this Exhibit.

**ARTICLE 5**  
**PAYMENT OF PGCPs' PORTION OF REFINANCING GAIN**

PGCPS will receive payment of its portion of the Refinancing Gain as a reduction in the Availability Payment over all or a portion of the Term (such future Availability Payment reductions after the estimated Refinancing date shall be compounded annually using the Pre-Refinancing Equity IRR), on a schedule chosen by PGCPS, subject to the following provisions:

(a) PGCPS will not receive its portion of the Refinancing Gain faster than the Unit Holders or Developer;

(b) The payment method selected by PGCPS will not result in a breach by the borrower of the Senior Debt of any covenants established in the Senior Financing Agreements; and

(c) Subject to clause (a) above, if the Refinancing involves raising new debt or otherwise increasing the amount of outstanding Senior Debt anticipated in any Contract Year of the Financial Model, PGCPS may, only to the extent that Unit Holders receive payment in a lump sum, elect to receive its portion as a lump sum payment concurrently with the close of the Refinancing.

**ARTICLE 6**  
**FINAL CALCULATION AND PAYMENT**

Developer shall perform a final calculation of the Refinancing Gain and deliver the results to PGCPS at the close of the Refinancing.

**EXHIBIT W**  
**SERVICES REQUIREMENTS**

## 1. ADMINISTRATION

**1.1 Developer Services Period Representative(s).** Prior to the Effective Date, Developer will designate in writing a person (the “**Services Period Representative**”) to be Developer’s single point of contact with respect to the Services Period and the Services. Developer’s Services Period Representative shall have full authority to act on behalf of and bind Developer with respect to the Services, except a Services Period Representative will not have the authority to execute or agree to any amendments or give any waivers of the Agreement. Developer may at any time and at its discretion by written notice to PGCPS change the person appointed as its Services Period Representative. If at any time PGCPS objects to the Services Period Representative, then Developer will give reasonable consideration to replacing the Services Period Representative with a person reasonably acceptable to PGCPS. All costs or expenses incurred by or with respect to Developer’s Services Period Representative will be for the account of Developer.

### 1.2 Liaison with the Project Management Unit

(a) Developer’s Services Period Representative will communicate and liaise with the representatives appointed from time to time by PGCPS to serve on the Project Management Unit regarding the day-to-day performance of the Services at the Schools, complaints, Help Desk requests, any Performance Failures occurring at the Schools, and the performance of the PGCPS Retained Responsibilities.

(b) Developer will be entitled to rely upon the communications of any such Project Management Unit representatives regarding the day-to-day performance of the Services at the Schools, complaints, status of repairs, Help Desk requests, any Performance Failures occurring at the Schools, and the performance of the PGCPS Retained Responsibilities; provided, however, that such reliance shall not derogate from the rights and obligations of PGCPS and Developer under the Agreement.

(c) PGCPS will provide Developer with a list of up to ten (10) individuals or positions (the “**Designated School Users**”) for each School who will be authorized to communicate and liaise with Developer’s Help Desk in relation to the Services as outlined in Appendix W-2 (Help Desk Services). PGCPS may revise the list of Designated School Users at any time by providing written notice to Developer.

### 1.3 Joint Technical Review

(a) At the end of each five-year period throughout the Services Period (the first such five-year period commencing on the earliest School Occupancy Readiness Date), Developer and PGCPS, supported by a mutually agreed upon and duly qualified independent inspector (an “**Independent Inspector**”) and such technical resources as are mutually deemed necessary, will conduct a joint technical review (the “**Joint Technical Review**”) of each of the Schools. The Joint Technical Review will assess the performance and effectiveness of both Scheduled Maintenance and life cycle works completed over the previous period and the work planned and scheduled for the upcoming five-year period in accordance with the Five Year Maintenance Plan, the Life Cycle Plan, and these Services Requirements. The cost of the Independent Inspector engaged to conduct the Joint Technical Review will be shared equally between Developer and PGCPS.



(b) The current condition standard for the Schools and the Sites for each Joint Technical Review will be based on the principle that each Maintained Element will be maintained in a condition which is consistent with due performance by Developer of its obligations under the Agreement, taking into account Reasonable Wear and Tear and the terms and conditions of the Agreement.

(c) During the final five years of the Services Period, the Joint Technical Review may be cancelled by written agreement of the Parties in lieu of performance of the inspection provisions of the Handback Requirements.

(d) The findings of the Joint Technical Review with respect to each School will be documented in a written report prepared by the Independent Inspector (the “**Schools Condition Report**”) that:

(1) will be provided by the Independent Inspector simultaneously to PGCPS and Developer;

(2) identifies the condition of each School and each Maintained Element; and

(3) identifies any deficiencies in the performance of the obligations of Developer under the Agreement with respect to the condition of each School and each Maintained Element to the Contract Standards, including the Services Requirements and the Life Cycle Plan.

(e) Within fifteen (15) Business Days of receipt of the Schools Condition Report, Developer will prepare and provide to PGCPS a remediation plan outlining Developer’s approach and proposed schedule for the rectification of any identified deficiencies through integration with the Five Year Maintenance Plan and the Life Cycle Plan.

(f) PGCPS and Developer will examine the findings of the Joint Technical Review and Developer’s remediation plans for the School(s) with deficiencies. PGCPS may, in its discretion, require the Independent Inspector to undertake a subsequent inspection of the remediation work completed by Developer and issue a revised Schools Condition Report. To the extent that the original Schools Condition Report identified the need for remediation work, the costs of any revised Schools Condition Report requested by PGCPS shall be paid by Developer.

#### **1.4 PGCPS Not Responsible for the Services**

PGCPS’ rights of review, acceptance, approval, or confirmation of compliance with respect to any aspect of the Services will be for PGCPS’ benefit only. No acceptance, approval, or confirmation of compliance by any PGCPS Person will in any way relieve Developer of its obligations for all aspects of the Services except as may be expressly set forth in the Agreement.

PGCPS’ responsibility for the performance of maintenance in the Schools is limited to the PGCPS Retained Responsibilities.

## 1.5 Issues by PGCPS Persons

Developer will promptly notify PGCPS of any conduct of PGCPS Persons using or visiting a School that will adversely affect Developer's ability to fulfill its obligations under the Agreement.

## 2. PGCPS RETAINED RESPONSIBILITIES

### 2.1 PGCPS Retained Responsibilities

PGCPS will retain the following identified responsibilities ("**PGCPS Retained Responsibilities**") related to the maintenance of the Schools:

(a) PGCPS will be responsible for performing cleaning services for the Schools in accordance with the Cleaning Standards (the "**Cleaning Services**").

(1) Not less than six (6) months prior to the first Scheduled School Occupancy Readiness Date, Developer will provide to PGCPS in writing the required minimum cleaning standards for all interior finishes that PGCPS will be responsible for cleaning as part of the PGCPS Retained Responsibilities, including acceptable procedures, techniques, frequencies, products, and equipment based on Good Industry Practice and manufacturers' recommendations. Such cleaning standards will be designed to maintain the life cycle integrity and performance of all cleaned elements. The cleaning standards will be agreed upon in writing by PGCPS and Developer prior to the first School Occupancy Readiness Date (as may be amended in writing by PGCPS and Developer, the "**Cleaning Standards**"). The Cleaning Standards shall be consistent with Level-3 of the most recent edition of *APPA Operational Guidelines for Educational Facilities: Custodial*.

(2) PGCPS will maintain or cause to be maintained records and cleaning logs for each School in sufficient detail to demonstrate performance of the Cleaning Services in accordance with the Cleaning Standards and any joint service protocols developed between the Parties. The cleaning records and logs will be included in the monthly Inspection Report as applicable in accordance with Section 2.3 (Inspection of PGCPS Retained Responsibilities).

(3) PGCPS' performance of the Cleaning Services in accordance with the Cleaning Standards will not relieve Developer of any of its life cycle obligations under the Agreement.

(b) PGCPS will be responsible for Decoration of the interior walls of the Schools and the day-to-day response to PGCPS Person needs with respect to the installation of Decoration fixtures.

(c) PGCPS will be responsible for ordinary waste management and recycling services at the Sites, such as emptying and cleaning trash and recycling containers provided for use by PGCPS Persons and keeping areas of the Sites used by PGCPS Persons free from garbage and debris. In accordance with item (c) of Section 2.2 (Interface of Certain Services by Developer with PGCPS Retained Responsibilities), Developer will be responsible for the removal of waste and recyclable material generated as a result of Developer's delivery of Services.

(d) PGCPS will be responsible for security and surveillance at the Schools; provided, however, that PGCPS shall have no responsibility for Developer's responsibilities with respect to security and surveillance systems set forth in item (d) of Section 2.2 (Interface of Certain Services by Developer with PGCPS Retained Responsibilities).

(e) PGCPS will be responsible for capital and space planning services related to the Schools.

(f) PGCPS will be responsible for material management and storage (excluding materials required by Developer to perform the Services) at the Schools.

(g) PGCPS will be responsible for IT and telephone systems at the School.

(h) PGCPS will provide or arrange the provision of all occupant support services that are necessary and incidental to any PGCPS Activities carried out at the Schools. Occupant support services include services such as arranging for seating, bleachers, the gymnasium stage, or desks, moving furniture, supplying teaching aids and equipment, and providing any other occupant requested services not within Developer's Services obligations.

(i) PGCPS will be responsible for snow plowing and clearing of snow from the Sites.

(j) PGCPS shall from time to time as required enter into contracts with Utility Companies and third party energy suppliers for the supply of Utilities (including gas, fuel, water, sewer and sanitary waste, electricity, including back-up and stand-by emergency power, stormwater, telephone, telecommunications, and internet) to the Schools, and PGCPS shall be responsible for any payments due to such Utility Companies and suppliers pursuant to such supply contracts.

(k) To the extent not otherwise covered in this Section 2.1 (PGCPS Retained Responsibilities), PGCPS shall retain the responsibilities allocated to PGCPS in Attachment 1 (Summary Matrix Identifying Maintenance Roles and Responsibilities) to Appendix W-1 (Facilities Maintenance) of this Exhibit.

## **2.2 Interface of Certain Services by Developer with PGCPS Retained Responsibilities**

The following items are explicitly excluded from the PGCPS Retained Responsibilities and included within the Services to be performed by Developer:

(a) Developer shall develop the Cleaning Standards and collaborate with PGCPS throughout the Services Period to ensure PGCPS receives any necessary cleaning, custodial, or janitorial training (to be provided at least every two (2) years at each School) and cooperation from Developer to enable PGCPS to successfully perform the Cleaning Services in accordance with the Cleaning Standards.

(b) Developer will perform all minor wall repairs, including patching and painting. As part of the life cycle requirements during the Services Period, Developer will perform

repainting cycles of all interior painted wall finishes of each School every two (2) years for drywall surfaces that do not have protective coverings and every seven (7) years for all other surfaces. Repainting cycles will be coordinated with PGCPs to occur during a time period when interruption to PGCPs Persons can be minimized.

(c) Developer will be responsible for the management and disposal of all waste generated through or reasonably related to the delivery of the Services, including: construction materials and demolition debris; scrap metals, wood, and wooden items; lubricants, cleaners, chemicals, and other hazardous waste; filters and other disposable materials; and Developer furniture, electronics, and equipment.

(d) With respect to security and surveillance systems, Developer will:

(1) provide comprehensive training and retraining at least annually of designated PGCPs Persons in the operation of all security and surveillance systems, including system programming, access controls, locking devices, panic systems, cameras, monitors, equipment, and associated software installed at the Schools pursuant to the Agreement;

(2) continuously monitor, test, and troubleshoot the functionality of, and maintain, repair, and replace all security and surveillance systems in accordance with the original manufacturer's recommendations, Good Industry Practice, the Service Requirements, and the applicable Technical Requirements;

(3) update software and hardware systems periodically as required to maintain full system functionality, including compatibility and interoperability with other Building Systems and PGCPs and School systems; and

(4) Respond to all system faults in accordance with the Required Response Times and Rectification Periods set forth in Exhibit X-2 (Deductions) to the Agreement.

(e) Other than IT and telephone systems at the School, Developer shall be responsible for all other communications systems in accordance with the Service Requirements and applicable Technical Requirements.

### **2.3 Inspection of PGCPs Retained Responsibilities**

Developer and PGCPs will jointly inspect each School at least once a month (each such period between Inspections referred to herein as an "**Inspection Period**"), with the first such period commencing one month after the first School Occupancy Readiness Date, to review PGCPs' performance of the PGCPs Retained Responsibilities in accordance with the standards set forth in Section 2.1 (PGCPs Retained Responsibilities) (each, an "**Inspection**"). The results of the Inspection shall be memorialized in a written report developed by PGCPs at its expense and signed by both Parties (each, an "**Inspection Report**"). The Inspection Report shall document any deficiencies in PGCPs' performance of the PGCPs Retained Responsibilities, and, to the extent any deficiencies are identified, the Inspection Report shall set forth a remediation plan or revisions to the standards applicable to the PGCPs Retained Responsibilities as the situation may require to remediate any identified deficiencies.

## **2.4 Developer Claims with Respect to PGCPs' Failure to Perform the PGCPs Retained Responsibilities**

To the extent that (a) PGCPs fails to perform any of the PGCPs Retained Responsibilities in accordance with Good Industry Practice or any other standard expressly applicable to PGCPs under the Agreement; (b) such failure has a material and adverse effect on Developer's performance of, or the cost of providing, the Services; and (c) such failure either is (i) documented in an Inspection Report, or (ii) of such a nature that Developer could not have reasonably been expected to have documented it in an Inspection Report at the time the failure occurred, Developer shall be entitled to claim the occurrence of a Relief Event in accordance with Article 16 (Relief Events) of the Agreement.

## **3. PERFORMANCE OF SERVICES**

### **3.1 Exclusion of PGCPs Retained Responsibilities**

The PGCPs Retained Responsibilities identified in Section 2.1 (PGCPs Retained Responsibilities) are excluded from the Services.

### **3.2 Delivery of Services**

Developer will at all times during the Services Period be responsible for delivery of the Services and will provide the Services in accordance with the:

- (a) requirements of the Agreement;
- (b) the specifications set forth in this Exhibit; and
- (c) all Plans then in effect.

### **3.3 Standards**

During the Services Period, Developer will provide the Services:

- (a) in accordance with the requirements of the Agreement;
- (b) in accordance with the standards set forth in this Exhibit (including all appendices and attachments);
- (c) in compliance with Applicable Law;
- (d) in compliance with all jointly agreed upon service protocols;
- (e) in a manner designed to maintain the performance standards and design criteria set forth in the Technical Requirements;
- (f) in a manner based on sound technical and operational procedures in accordance with Good Industry Practice and all applicable standards and guidelines associated with Level-2 of the most recent edition of *APPA Operational Guidelines for Educational*

*Facilities: Maintenance and APPA Operational Guidelines for Educational Facilities: Grounds;*  
and

(g) to the same standards that an experienced, prudent, and knowledgeable long-term owner of a comparable school in the State, taking into account the age and use of the comparable school, would employ.

If one or more of the foregoing standards is applicable to any particular Service, then the highest of such standards will apply to the extent the standards are mutually exclusive.

### **3.4 General Requirements**

With respect to all Services:

(a) Developer will continuously perform the Services for each School from the School Occupancy Readiness Date to the Termination Date;

(b) the Performance Failures set forth in the Appendices to Exhibit X-2 (Deductions) of the Agreement reflect the minimum standards for performance of certain elements of the Services by Developer and do not limit the scope of the Services that Developer will provide;

(c) without limiting the requirements of the Agreement, including the provisions of each Appendix to this Exhibit, Developer will:

(1) provide high quality, efficient, innovative, and flexible Services at all times;

(2) manage delivery of the Services using a CMMS for the Schools that is approved in writing by PGCPs;

(3) provide a sufficient number of qualified, trained, and competent personnel (which in all cases includes employees or other personnel of any Developer Persons) with the skills necessary to perform the Services, including back-up provisions where required;

(4) manage matters and marshal resources as required to respond to emergencies and to provide a high level of ongoing service delivery;

(5) provide Services that are integrated and coordinated with the delivery of other services by PGCPs Persons;

(6) ensure a collaborative working relationship with all PGCPs Persons and the Schools;

(7) exercise competent supervision of the Services at all times;

(8) administer all insurance and warranty claims in connection with the provision of the Services at the Schools; and

(9) provide all quality assurance and quality monitoring relevant to the Services.

### **3.5 Facilities Maintenance Services**

In accordance with Section 11.1.1 (Delivery of Services) of the Agreement, Developer will perform, and the Services shall include, the Facilities Maintenance services described in Appendix W-1 (Facilities Maintenance).

### **3.6 Help Desk Services**

In accordance with Section 11.1.1 (Delivery of Services) of the Agreement, Developer will perform, and the Services shall include, Developer will perform, and the Services shall include, the Help Desk Services described in Appendix W-2 (Help Desk Services).

### **3.7 Additional Services Necessary for Performance of the Services Requirements**

Developer agrees that in addition to the services expressly described in this Exhibit and the Agreement, the Services shall include and Developer will provide all other ancillary and additional services as may be reasonably required to achieve the standards and specifications set forth in the Agreement.

### **3.8 School Use and Scheduling**

During the Services Period, each School will be used for PGCPS Activities, including Ad Hoc School Use and Third Party and Community Use, as determined by PGCPS. PGCPS and Developer, each acting reasonably, will collaborate to minimize administrative processes and create a streamlined process for communicating with regard to School bookings and the potential impact of such bookings on the delivery of the Services.

(a) General School Use. On or before August 15 of each year during the Services Period and thereafter as updated from time to time, PGCPS will notify Developer of the planned normal usage for each School during the upcoming year, including daily routines at the Schools (including recess periods, breaks, lunch periods, and drop-off and pick-up times), an indication of holidays, professional development days, known examination periods, anticipated summer School use, and other educational uses. Developer will accommodate such normal usage in the performance of the Services, unless otherwise approved by PGCPS, acting reasonably.

(b) Scheduled Third Party and Community Use. On or before August 15, and updated on or before January 7 and June 1 of each year during the Services Period, PGCPS will notify Developer in writing of that year's scheduled Third Party and Community Use for each School, together with the nature of such use, the area(s) of the School that will be used, and the date(s) and time(s) for such use. Developer will accommodate such scheduled Third Party and Community Use in the performance of the Services, unless otherwise approved by PGCPS, acting reasonably.

(c)     Unscheduled Third Party and Community Use

(1)       Unscheduled Third Party and Community Use of a School, including changes to previously scheduled Third Party and Community Use, is anticipated to occur frequently. PGCPs will make all reasonable efforts to provide Developer with not less than forty-eight (48) hours' notice of such unscheduled Third Party and Community Use, together with the nature of such use, the area(s) of the School that will be used, and the date(s) and time(s) for such use.

(2)       If Developer informs PGCPs as soon as possible but no later than twenty-four (24) hours after receiving the notice described in item (c)(1) above that the unscheduled Third Party and Community Use is expected to interfere with Scheduled Maintenance planned by Developer, then PGCPs will use all reasonable efforts to have the unscheduled Third Party and Community Use relocated to another area of the School such that it does not interfere with the Scheduled Maintenance planned by Developer. If such relocation is not reasonably practicable, or no interference with Scheduled Maintenance is expected, Developer will be required to accommodate such unscheduled Third Party and Community Use in the performance of the Services, unless otherwise approved by PGCPs, and provided Developer was given at least forty-eight (48) hours' prior notice of the unscheduled Third Party and Community Use. If Developer undertakes to accommodate unscheduled Third Party and Community Use for which less than forty-eight (48) hours' prior notice is provided to Developer, then Developer shall be entitled to claim the occurrence of a Relief Event in accordance with Article 16 (Relief Events) of the Agreement.

(d)     Ad Hoc School Use

(1)       For Ad Hoc School Use of a School, PGCPs will, or will cause the School to, make all reasonable efforts to provide Developer with not less than forty-eight (48) hours' notice of the days and times of such use together with the nature of the use and the area(s) of the School that will be used.

(2)       If Developer informs PGCPs as soon as possible but no later than twenty-four (24) hours after receiving the notice described in item (d)(1) above that the Ad Hoc School Use is expected to interfere with Scheduled Maintenance planned by Developer, then PGCPs will use all reasonable efforts to have the Ad Hoc School Use relocated to another area of the School. If such relocation is not reasonably practicable, or no interference with Scheduled Maintenance is expected, Developer will be required to accommodate such Ad Hoc School Use in the performance of the Services, unless otherwise approved by PGCPs, and provided Developer was given at least forty-eight (48) hours' prior notice of the Ad Hoc Use. If Developer undertakes to accommodate Ad Hoc Use for which less than forty-eight (48) hours' prior notice is provided to Developer, then Developer shall be entitled to claim the occurrence of a Relief Event in accordance with Article 16 (Relief Events) of the Agreement.

(e)     To help PGCPs manage unexpected School bookings, on or before the twentieth (20<sup>th</sup>) day of each month, Developer will provide PGCPs with a schedule of planned activities to be carried out by Developer at each School during the following month.



### **3.9 Scheduling of Services**

The operating hours for the cafeterium, gymnasium, Athletic Fields, and health center for each School shall be from 6:30 A.M. to 10:00 P.M., Eastern time, on all days, and for all other areas of the Schools, from 6:30 A.M. to 5:00 P.M., Eastern time, on Business Days (as applicable based on the location of the relevant Functional Unit(s) or Event(s), the “**Operating Hours**”). In accordance with the schedules provided by PGCPS pursuant to this Exhibit, after a School Occupancy Readiness Date, Developer may carry out the Services during Operating Hours in respect of a particular Functional Unit or Event only as follows:

(a) responses to Emergency Events, Critical Events, or Performance Failures that have an “Urgent” priority classification may be undertaken by Developer, upon notice to PGCPS, at any time during Operating Hours, in the affected area of the School, whether occupied or not, provided that in doing so Developer does not compromise the health and safety of PGCPS Persons, in which case PGCPS and Developer shall coordinate to promptly remove PGCPS Persons from the affected area of the School so that the Event can be Rectified;

(b) responses to Routine Events and non-Urgent Performance Failures may be undertaken by Developer during Operating Hours in unoccupied areas of the School only, provided that in doing so (which may include passing though occupied areas to get to an unoccupied areas, where necessary), Developer does not unreasonably disrupt or impede any PGCPS Activities, including any Educational Activities, Educational Support Activities, Ad Hoc School Use, or Third Party and Community Use, carried out in occupied areas of the School or compromise the health and safety of PGCPS Persons; and

(c) Developer will employ safe work practices at all times and will coordinate and schedule the Services in accordance with the daily routines at the Schools in accordance with notifications received from PGCPS by Developer pursuant to Section 3.8 (School Use and Scheduling) of this Exhibit and restrict activities that may present a hazard or danger to PGCPS Persons.

Developer shall have the right, with advance notice to PGCPS, to perform any of the Services during non-Operating Hours.

PGCPS shall have the right to use any area of the Schools outside of the applicable Operating Hours provided Developer is given forty-eight (48) hours’ prior notice and such use does not disrupt any Developer activities planned or required to be performed in the impacted area(s) during the relevant time.

### **3.10 Cleared Persons**

(a) Developer will comply with the requirements of Section 5.5 (Security Clearance and Site Access Protocol) of the Agreement and Exhibit O (Background Check Requirements) prior to granting access to the Sites to any Developer Persons. Developer will inform all Developer Persons of, and require compliance with, any additional policies provided by PGCPS to Developer with respect to Site access in accordance with Section 4.11 (Compliance with PGCPS Policies) of the Agreement.

(b) PGCPs, in its sole discretion, may determine what constitutes a satisfactory criminal records check and background check and may refuse access to any individual that it deems to be unacceptable in accordance with Exhibit O (Background Check Requirements).

(c) PGCPs' refusal to grant access to any individual on account of a criminal records check or background check will not relieve Developer of any of its obligations under the Agreement. Developer is solely responsible for any consequences, including without limitation additional costs or delays, arising from a refusal by PGCPs to grant access to the Schools under Exhibit O (Background Check Requirements) to the Agreement or Section 3.11(b) (Access Requirements) of this Exhibit.

(d) Any individual who satisfies all the requirements of Exhibit O (Background Check Requirements) and is not refused access under Exhibit O (Background Check Requirements) to the Agreement or Section 3.11(b) (Access Requirements) of this Exhibit is a **"Cleared Person"**.

(e) Unless PGCPs provides otherwise in writing, Developer will ensure that all individuals performing any work associated with the Services or the Project during the Services Period will be Cleared Persons.

(f) Developer will provide to PGCPs evidence as PGCPs may require that all Developer Persons entering any Site are Cleared Persons.

(g) Developer will advise PGCPs promptly upon Developer becoming aware of any individual who, subsequent to becoming a Cleared Person, becomes subject to a criminal record or child abuse or neglect complaint. Such individual shall be prohibited from accessing the Sites until PGCPs reconfirms such individual as a Cleared Person.

### **3.11 Access Requirements**

(a) Except in the case of an Emergency Event, not less than three (3) Business Days prior to any Developer Person carrying out the Services (or conducting work associated with the Project) at any Site, Developer will provide PGCPs with a list of the names of all Cleared Persons approved by PGCPs who will be performing the Services (or conducting such work).

(b) Developer will ensure that all Cleared Persons performing the Services (or conducting such work) at any Site will:

- (1) report to that School's administration office before commencing any Services at the Site;
- (2) present picture identification, including without limitation name and employer's name;
- (3) be clean and neat of appearance and appropriately attired for a school setting;
- (4) sign any visitor registry required by the School;

(5) indicate the nature of the Services (or work) to be performed, location at the School where the Services (or work) will be performed, and the expected duration of the work; and

(6) sign out prior to leaving the School.

### **3.12 Conduct of Cleared Persons**

(a) Developer will develop and implement a code of conduct for all Developer Persons working at the Schools that complies with Applicable Law and, at a minimum, addresses:

(1) human rights, mutual respect, and workplace harassment;

(2) privacy;

(3) violence in the workplace;

(4) employee dishonesty and fidelity;

(5) standards of personal hygiene;

(6) alcohol or drug impairment;

(7) use of foul or offensive language, including ensuring that uniforms and work wear are free of badges or other accoutrements that express personal opinions inconsistent with PGCPs values or which others may find offensive; and

(8) general comportment.

(b) Developer will require all Developer Persons working at the Sites to sign the code of conduct as a condition of their employment or engagement. PGCPs has the right, acting reasonably, to refuse access to the Sites to any individual whom PGCPs either deems unacceptable or who exhibits inappropriate behavior towards PGCPs Persons using or visiting a School. Developer will remove any such individual from the Schools immediately upon notification from PGCPs.

## **4. SERVICES PERIOD PLANS**

### **4.1 Start-Up Plan**

(a) Developer will prepare in consultation with the Design-Builder and the Services Provider an initial plan (“**Start-Up Plan**”) incorporating the following:

(1) a schedule identifying the tasks to be completed prior to each School Occupancy Readiness Date and the targeted completion dates of such tasks such that Developer will be in a position to commence delivery of the Services for the Schools upon each School Occupancy Readiness Date;

(2) the Annual Service Plan covering the period from the start of the Services Period (commencing on the earliest School Occupancy Readiness Date) through the remainder of the current Contract Year;

(3) a preliminary Five Year Maintenance Plan (commencing on the earliest School Occupancy Readiness Date);

(4) the design or anticipated service life of Maintained Elements in each School and the initial Developer plans and strategies for life cycle replacement and/or refurbishment relating thereto, to be used as a basis for the Life Cycle Plan;

(5) a description of how the Schools will be assessed to determine Scheduled Maintenance and renewal work;

(6) a preliminary Environmental Management Plan;

(7) a detailed description of all elements of the Performance Monitoring Program and how such program will be implemented at the earliest School Occupancy Readiness Date; and

(8) a preliminary Services Quality Management Plan that indicates how Developer will establish and implement the QMS and monitor and measure its Services activities commencing on the first School Occupancy Readiness Date and provide metrics to track maintenance performance,

which Start-Up Plan must be reasonable having regard to the requirements of the Agreement and which will be developed and finalized as follows:

(b) PGCPs will, acting reasonably, make itself available to consult with Developer Persons in connection with the development of the Start-Up Plan;

(c) Developer will deliver to PGCPs:

(1) an outline for the Start-Up Plan no later than the date that is eighteen (18) months before the first Scheduled School Occupancy Readiness Date.

(2) A preliminary draft of the Start-Up Plan (based on the outline plan reviewed by PGCPs) no later than the date that is twelve (12) months before the first Scheduled School Occupancy Readiness Date.

(d) PGCPs will provide its comments, if any, on the preliminary draft of the Start-Up Plan to Developer within twenty (20) Business Days of receipt of the preliminary draft;

(e) Developer will deliver a revised draft of the Start-Up Plan to PGCPs not more than sixty (60) days after receiving PGCPs' comments on the preliminary draft of such Plan;

(f) PGCPs will, within fifteen (15) Business Days of receipt of the revised draft, advise Developer whether PGCPs accepts the Start-Up Plan, and if PGCPs does not accept

the Plan, PGCPs will provide its reasons for such non-acceptance in sufficient detail to allow Developer to address them;

(g) if PGCPs does not accept the Start-Up Plan, the Parties will, acting reasonably, diligently work together with a view to revising the Start-Up Plan to address PGCPs' reasons for non-acceptance; and

(h) if PGCPs has not accepted the Start-Up Plan by the date that is one-hundred and twenty (120) days before the first Scheduled School Occupancy Readiness Date, Developer may refer the dispute for resolution in accordance with Article 24 (Resolution of Disputes) of the Agreement to determine whether Developer's proposed Start-Up Plan is reasonable.

#### **4.2 Annual Service Plans**

Developer will establish and implement an annual service plan (the "**Annual Service Plan**") for the delivery of the Services in accordance with the terms of the Agreement and Good Industry Practice which will include:

(a) detailed operational policies, procedures, and practices for the Sites and the Services, including the methods by which Developer will deliver the Services such that they:

(1) are consistent with the Agreement, this Exhibit, and its Appendices;

(2) will not interfere in any material respect with and will be complementary to the delivery of educational and other related services and use of the Schools by PGCPs Persons; and

(3) have regard for the needs and interests of all PGCPs Persons using or visiting a School;

(b) a detailed organizational and staffing plan for all employees of any Developer Person engaged to perform the obligations of Developer under the Agreement with respect to the Services, which plan will include:

(1) provision of:

(A) sufficient and appropriately qualified, licensed, trained, experienced, and competent employees or Subcontractors with the skills necessary to perform the Services; and

(B) a designated site manager for each School or responsible delegates who will be contactable by PGCPs and one of whom will be available to be on Site within one hour's notice from PGCPs;

(2) policies and procedures with respect to:

(A) occupational health and workplace safety, including:

(i) a comprehensive health and safety manual and associated training program for all Developer Persons engaged in the delivery of the Services;

(ii) the provision of appropriate personal protective equipment;

(iii) first aid training;

(iv) use of all applicable equipment;

(v) notification of hazards or situations that may result in life safety or security issues in the Schools;

(vi) handling, storage, and use of chemicals, materials, and equipment; and

(vii) work notification and safe work permit system, including provisions for welding and other work at the Schools that may produce fumes, smoke, noise, or disruption to PGCPs Persons using or visiting a School;

(B) confidentiality and privacy policies consistent with Developer's obligations under Section 22.7 (Protection of Information) of the Agreement;

(c) details of any proposed amendments to the Performance Monitoring Program and the methods by which Developer will satisfy the reporting requirements described in Section 5 (Performance Monitoring and Reporting);

(d) identification of any new service delivery methods that should be considered for the Project and apprise PGCPs of their benefit;

(e) provision for the training and re-training of all PGCPs Persons designated by PGCPs, acting reasonably, as to the use and operation of the Help Desk, communication systems, and all other electronic monitoring systems and equipment provided by Developer;

(f) an auditable quality assurance control plan based on Good Industry Practice for the Services and all aspects of the Sites for which Developer is responsible under this Exhibit, including preparing, in conjunction with PGCPs, and implementing surveys to receive direct feedback from PGCPs Persons using or visiting a School regarding the delivery of the Services;

(g) a routine and a reactive pest management plan and program including the management of pest management contracts for the interior and exterior of the Schools;

(h) details of all:

(1) Facilities Maintenance undertaken during the previous year, including a summary of all Performance Failures and Unavailability Events incurred and corrective actions undertaken;

(2) Maintenance Access Times during which Developer plans to perform Facilities Maintenance for the upcoming year;

(3) Scheduled Maintenance plans for the upcoming year, including:

(A) the date and time when the work is scheduled to be performed;

(B) the location of the work to be undertaken;

(C) an identification of activities which may cause disruption to PGCPs Persons and the methods by which Developer will make appropriate accommodations to minimize such disruptions;

(D) a risk assessment, including with respect to security, health, and safety;

(E) a method statement in respect of any proposed work; and

(F) any changes proposed to Maintenance Access Times either by PGCPs or by Developer;

(i) a comprehensive scheduled maintenance program comprised of preventive and planned cyclical maintenance of all Maintained Elements planned, scheduled, controlled, and monitored utilizing the CMMS as set forth in Appendix W-1 (Facilities Maintenance);

(j) provision for undertaking:

(1) routine inspection and testing and servicing, in accordance with any Insurance Requirements, recommended manufacturers' guidance, and Good Industry Practice, of:

(A) Building Systems, including: Heating, Ventilation, and Air Conditioning (HVAC) systems, plumbing and water systems, boilers and related systems and components, elevators and conveying devices, mechanical systems, and electrical distribution systems;

(B) life safety and emergency systems, including but not limited to: uninterrupted power supplies (UPS), standby domestic pumps, fire alarms, firefighting equipment and suppression systems, emergency lighting systems and exit signs, and voice communication systems;

(C) security and surveillance systems, equipment, devices, and associated software, along with interconnections and/or interoperability with other Building Systems and PGCPs and School systems;

(D) specialized systems; and

(E) interior and exterior building finishes and fabric, including

but not limited to: floors, walls and ceiling coverings, paint, hardware, windows, doors, cladding, roofing systems, and other architectural and structural components;

- (2) testing for legionella and lead;
  - (3) testing, labeling, and recording of all portable appliances, including:
    - (A) testing and certifying all portable test equipment, pressure gauges, and recording equipment;
    - (B) testing and certifying all fixed instrumentation and taking the necessary action to repair, replace, and adjust such devices as required; and
    - (C) ensuring that all test equipment is itself tested and carrying the necessary valid certification; and
  - (4) commissioning and re-commissioning plans for all new School systems and equipment;
  - (k) an analysis of historical operating performance trends and identification of potential service adjustments required for improved delivery of the Services to PGCPs Persons using or visiting a School;
  - (l) comprehensive fire, emergency, disaster preparedness, post-disaster operational and contingency response plans for the Schools which are integrated and consistent with those of PGCPs, which will include:
    - (1) plans and procedures for:
      - (A) Developer's role in fire drills in conjunction with PGCPs and the relevant fire officials;
      - (B) Developer's role in the evacuation of areas of a School or the whole School in the event of fire, bomb threat, or other emergencies;
      - (C) Developer's role in a declared emergency;
      - (D) Developer's role during and after a natural disaster such as a flood or earthquake; and
      - (E) Developer's business contingency and service resumption plans;
- provided that PGCPs will have primary responsibility for developing emergency response plans and safety plans for the Schools that deal with PGCPs Activities and student health and safety;
- (2) training of all Developer staff with respect to fire safety;



(3) provision that all available Developer Persons will provide whatever assistance can safely be provided in response to an emergency including:

- (A) responding to a fire or other emergency alarm;
- (B) reporting blocked fire access routes to the Help Desk and PGCPs;
- (C) assisting PGCPs in limiting unauthorized access to the scene of a fire or other emergency;
- (D) assisting in the evacuation of the affected areas; and
- (E) liaising with external agencies, including the fire department as part of its response in relation to an incident;

(4) confirmation that:

(A) all emergency procedures and contingency plans including fire compartmentalization design, provision of escape routes, and provision of firefighting equipment and systems are compliant with the requirements of the Agreement; and

(B) the fire alarm systems are properly certified for the Schools;

(m) a comprehensive roads, grounds, and landscape maintenance plan for the Sites, including:

(1) general grounds maintenance and horticultural services of all improved areas including, tree and shrub maintenance, seasonal plantings, and weed and pest control;

(2) maintenance of hard landscaping and site infrastructure elements, such as exterior lighting, internal roadways, sidewalks, parking lots, drainage systems, and fencing; provided, however, that Developer is not responsible for maintenance or repair of any playground equipment that may be installed by PGCPs; and

(3) maintenance of general play areas for which Developer is responsible such as artificial turf fields, courts, and paved surfaces used for physical education;

(n) plans detailing procedures for responding to Unavailability Events and Performance Failures;

(o) protocols and procedures for cooperation with PGCPs Persons with respect to PGCPs Activities and programs and services at the Schools;

(p) a procedure to ensure regular liaison and communication between Developer's managers and supervisors and PGCPs to facilitate the delivery of the Services and to ensure Developer is made aware of the day-to-day specific requirements of the individual Schools;

(q) details of any proposals for changes to the manner in which Developer delivers the Services and the anticipated impact of those changes on PGCCPS Persons using or visiting a School;

(r) an update of the Five Year Maintenance Plan (including the Life Cycle Plan), the Environmental Management Plan, and the Energy Management Plan for the Schools detailing the elements and schedule of each such plan to be implemented during the upcoming twelve (12) month period; and

(s) an update to the QMS and Services Quality Management Plan.

### **4.3 Five Year Maintenance Plans**

Developer will establish and implement throughout the Services Period a rolling five year maintenance plan (the “**Five Year Maintenance Plan**”) addressing each School and the Maintained Elements based on Good Industry Practice which will include details and scheduling of planned, preventive, and replacement maintenance programs, including those set forth in the Life Cycle Plan, to be undertaken during that period.

### **4.4 Life Cycle Plan**

Developer will establish and implement throughout the Services Period in conjunction with, and include as a component of, the Five Year Maintenance Plan, an asset life cycle and rehabilitation plan addressing each School (the “**Life Cycle Plan**”) for all Maintained Elements based on the Start-Up Plan and Good Industry Practice. Each Life Cycle Plan must, at a minimum:

(a) account for the current condition of the Project;

(b) include the methods and practices by which Developer will:

(1) ensure the long-term integrity and ongoing operational serviceability of the Schools;

(2) preserve the design and performance criteria set forth in the Services Requirements and applicable Technical Requirements;

(3) utilize operations and maintenance practices designed to reduce life cycle costs;

(4) ensure that on the Expiration Date all aspects of the Schools for which Developer is responsible are functional to the standard specified in the Handback Requirements;

(5) minimize, to the extent reasonably possible, disruption to PGCCPS Activities, programs, and services at the Schools; and

(6) initiate emergency procurement to enable timely replacement and response to the unexpected failure of Maintained Elements of the Schools;

(c) include specific refurbishment and life cycle replacement strategies, key assumptions, and other provisions for all aspects of the Schools for which Developer is responsible, categorized by major components within the Maintained Elements; and

(d) include the life cycle and replacement of Maintained Elements with replacement equipment and components which meet or exceed the standards set forth in the Technical Requirements.

#### **4.5 Environmental Management Plan**

Developer will establish and implement throughout the Services Period an environmental management plan applicable to the Services (the “**Environmental Management Plan**”) for the Schools based on Good Industry Practice which will include Developer’s policies and procedures for:

(a) maintaining a safe environment through the use of processes, practices, materials, and products that avoid or minimize the production or disposal of Hazardous Materials and reporting and recording the use of any such materials and products;

(b) ensuring that the Services are integrated and performed in a careful and environmentally responsible fashion to minimize adverse effects on health and the environment;

(c) managing and minimizing air and wastewater emissions, including greenhouse gases, halocarbons, and other ozone depleting substances and reporting and recording all emissions to PGCPs;

(d) managing fuel storage tanks;

(e) implementing a proactive indoor air quality (IAQ) management program;

(f) testing for water quality and safety to confirm lead and other contaminants levels are below the lower of (i) 5ppb, or (ii) the levels permitted by Applicable Law;

(g) implementing a proactive mold growth and legionella prevention program;

(h) developing an environmental awareness program in conjunction with PGCPs;

(i) adhering to, updating, and maintaining as current the operational policies, procedures, and practices for the performance of the Services; and

(j) reporting to PGCPs on the development and implementation of all programs and procedures intending to reduce the environmental impact of the delivery of the Services.

#### **4.6 Energy Management Plan**

Developer will work with PGCPs to establish and implement throughout the Services Period an energy management plan applicable to the Services (the “**Energy Management Plan**”). The Energy Management Plan for the Schools will be based on Good Industry Practice and include Developer’s policies and procedures for:

- (a) ensuring full commitment to responsible energy management without comprising the working environment and safety of PGCPs Persons using or visiting a School;
- (b) understanding energy usage and identifying inefficient practices;
- (c) advising on means to reduce energy consumption;
- (d) advising on means of reducing energy costs, including advising on sound operating and maintenance practices and more efficient technology, equipment, or building systems as can be economically supported;
- (e) developing and promoting an energy awareness program for all staff in conjunction with PGCPs; and
- (f) meeting the Services Requirements.

#### **4.7 Quality Management System and Plan**

Developer will develop, implement, and maintain, throughout the Services Period, a QMS applicable to the Services and Services Quality Management Plan. The QMS will include:

- (a) the requirements and principles of Good Industry Practice and all other applicable standards specified in this Exhibit;
- (b) all Plans;
- (c) the operation, maintenance, and life cycle renewal of the Schools in accordance with the requirements of this Exhibit and the Agreement;
- (d) the delivery of all Services;
- (e) the standards reflected in any Performance Failures defined in Exhibit X-2 (Deductions) of the Agreement; and
- (f) quality issues or non-conformances related to the Services that may be reasonably identified by PGCPs or the Schools from time to time.

#### **4.8 Submission of Plans to PGCPs**

Developer will work cooperatively with PGCPs in the preparation of all Plans and Plan amendments at all times, and by no later than:

(a) the dates set forth in Section 4.1 (Start-Up Plan), Developer will submit to PGCPs outlines and drafts of the Start-Up Plan; and

(b) by April 1 of each year during the Services Period, Developer will submit to PGCPs the Annual Service Plan for the next Contract Year.

PGCPs will review each Plan and Plan amendment submitted by Developer (including by not limited to the Start-Up Plan and Annual Service Plan), and PGCPs may, but will not be obligated to, provide comments to Developer within sixty (60) days of receipt (or such shorter period as may be specified in this Exhibit) proposing changes to such Plans that PGCPs considers desirable or necessary. Developer will have due regard for any comments which PGCPs may have in relation to any of such Plans and will attend such meetings as PGCPs may reasonably require in order to discuss PGCPs' comments and proposals provided that:

(c) it will remain Developer's responsibility to ensure that its obligations in relation to the Sites and the Services are carried out in accordance with the Agreement; and

(d) no comments or lack of comments will impose any liability on PGCPs or in any way relieve Developer of its obligations under the Agreement.

#### **4.9 Failure to Prepare Plans**

Any failure of Developer to prepare and submit to PGCPs any Plan in accordance with this Article 4 (Services Period Plans) will entitle PGCPs to make a Deduction in the manner set forth in Exhibit X-2 (Deductions) of the Agreement.

#### **4.10 Amendment of Plans**

Developer will follow the review procedure described in Section 4.8 (Submission of Plans to PGCPs) prior to amending or updating any Plan; provided, however, that Developer also may seek PGCPs' prior-approval, which will not be unreasonably withheld, to adjust or deviate from an existing Life Cycle Plan or Scheduled Maintenance Plan requirement, where it would be beneficial to PGCPs for Developer to do so.

#### **4.11 PGCPs Comments**

The following will apply to changes to Plans proposed by PGCPs:

(a) comments provided by PGCPs proposing changes to Plans submitted to PGCPs by Developer under the review described in Section 4.8 (Submission of Plans to PGCPs) of this Exhibit are not Relief Events and will be completed at Developer's cost (except to the extent that any such requested change would constitute a material change to the Agreement, in which case the terms of Section 15.6 (Services Changes) of the Agreement will apply and such change will not be implemented except under a Services Change Certificate issued by PGCPs); and

(b) if and to the extent PGCPs requires an amendment to any of the Plans that PGCPs has previously reviewed and commented on (other than an amendment required to bring the Services into conformity with the Services Requirements), then such amendment will be

treated as a Services Change and the terms of Section 15.6 (Services Changes) of the Agreement will apply.

## 5. PERFORMANCE MONITORING AND REPORTING

### 5.1 Developer Performance Monitoring

Developer will at all times during the Services Period have in place a Performance Monitoring Program pursuant to which Developer will monitor the delivery of the Services and which will, at all times, permit PGCPs to access all performance monitoring systems in real time as a component of determining whether or not Developer has delivered the Services in accordance with the applicable performance requirements. No records shall be deleted without specific written consent by PGCPs. The “**Performance Monitoring Program**” will include monitoring the following:

(a) all electronically recorded or written data, information, or communications made in respect of the Services and all aspects of the Schools for which Developer is responsible under this Exhibit, including:

(1) such data, information, or communications made to or generated by the BMS, the CMMS, the Help Desk, and any other information system used by Developer in connection with the Sites and the Services;

(2) trending reports from the CMMS with respect to Vandalism and repair of Vandalism; and

(3) trend logs from the BMS;

(b) all other Developer self-monitoring and reporting, including:

(1) records of compliance with the Required Response Times and the Rectifications Periods;

(2) records of all Demand Requisitions through the Help Desk, including those Demand Requisitions reported to or identified by Developer separately from the Help Desk, with the intent that the Help Desk will produce a complete record of all Demand Requisitions;

(3) tracking of any failure to comply with these Services Requirements, including failures to comply with any Applicable Law and any other service quality issues identified through Developer’s quality monitoring program, included in the then current Annual Service Plan; and

(4) all reports in Developer’s possession or otherwise available to Developer made by or to any Governmental Authority with respect to the Schools or the Services.

## 5.2 Periodic Reporting

Developer will prepare and deliver to PGCPs a performance monitoring report (the “**Performance Monitoring Report**”) within five (5) Business Days after the end of each Quarter during the Services Period. Each Performance Monitoring Report will include the following information for the preceding Quarter:

(a) all monitoring which has been performed pursuant to the Performance Monitoring Program and a summary of all findings;

(b) a summary of each Demand Requisition received by the Help Desk, including the applicable Required Response Time and Rectification Period, and Developer’s Actual Response Time;

(c) a summary of all incidents of Vandalism, including a separate accounting of all costs and additional charges related to Vandalism (which may be included in the financial reporting required by item (d) below);

(d) an accounting any amounts that have been withdrawn from the Services Period Reserve Account during the Quarter, which reporting must include (i) evidence of the costs that are the subject of such drawings; (ii) the purpose for which funds have been used; (iii) evidence that all Project Contractors and Subcontractors have waived any rights to Liens; (iv) the balance remaining in the Services Period Reserve Account; and (v) such other supporting information as PGCPs may reasonably require;

(e) a summary of all Unavailability Events and Performance Failures, including Developer’s Actual Response Time and Rectification Period in respect of each;

(f) a summary and calculations of all adjustments to the relevant Availability Payment and details of the root cause or causes of each Deduction;

(g) all statistical data required for any state or federal reports or returns reasonably required by PGCPs;

(h) a summary of all life safety actions and statutory testing, such as fire extinguisher inspections, generator testing, and sprinkler testing conducted during the relevant Quarter;

(i) a summary detailing the implementation of the Annual Service Plan then in effect, including a summary of:

(1) the staffing plan, including details of personnel changes, training, and methods statements;

(2) all Scheduled Maintenance, statutory testing, and planned shutdowns implemented during the relevant Quarter and planned for the next Quarter, including schedules and methods statements;

- (3) all Demand Maintenance performed during the relevant Quarter; and
- (4) the delivery of all other Services;
- (j) a summary of Developer's activities with respect to, and in furtherance of, the Community Engagement and Outreach Plan; and
- (k) a copy of any reports required by a Governmental Authority in respect of the failure of any Maintained Element.

### **5.3 PGCPS Inspection and Audit**

Developer will ensure that systems and controls required by the Agreement, and acceptable to PGCPs, acting reasonably, are in place to safeguard property, Confidential Information, cash and commodities, and that appropriate records of such systems and controls are kept and available for inspection by PGCPs. Developer will, on reasonable notice from PGCPs:

- (a) permit PGCPs to access, review, and audit all records, information, and reports maintained by Developer, including all Performance Monitoring Reports and other reports generated by the Performance Monitoring Program, including the methods and equipment used to calculate or determine the information therein;
- (b) ensure that the Performance Monitoring Program stores information and generates reports such that they are capable of, and readily available for, audit; and
- (c) facilitate and assist PGCPs with any audit or inspection of the Schools, the Services, or the Performance Monitoring Program undertaken by PGCPs.

### **5.4 Reporting Failures**

Any failure of Developer to prepare and submit to PGCPs a Performance Monitoring Report in accordance with this Exhibit will entitle PGCPs to make a Deduction in the manner set forth in Exhibit X-2 (Deductions) to the Agreement.

### **5.5 Reporting Errors**

Matters reported incorrectly or any failure to refer to any Unavailability Event or Performance Failure in any Performance Monitoring Report will entitle PGCPs to make a Deduction in the manner set forth in Exhibit X-2 (Deductions) to the Agreement.

### **5.6 Parties to Advise of Reporting Errors**

If at any time either PGCPs or Developer becomes aware of a Reporting Error, the Party who discovers the error will immediately advise the other Party of its nature and, if possible, its effect.

### **5.7 Increased Monitoring**

PGCPs may increase its monitoring of the performance by Developer of the Services in



the circumstances described in Exhibit X-2 (Deductions) of the Agreement.

### **5.8 Replacement of Non-Performing Services Provider or Subcontractor**

PGCPS may require Developer to replace a non-performing Services Provider or Subcontractor in the circumstances described in Exhibit X-2 (Deductions) of the Agreement.

### **5.9 PGCPS' Right of Access**

Without in any way limiting Developer's exclusive responsibility for the Services, PGCPS (either itself or by engaging others) may at all times during the Services Period, without notice, access, audit, and inspect the Sites and Developer's records of delivery of the Services so as to confirm:

- (a) the performance by Developer of its obligations under the Agreement; and
- (b) that the Sites are being maintained in accordance with the terms of the Agreement, provided that:
  - (1) PGCPS does not unreasonably interfere with the performance by Developer of its obligations under the Agreement; and
  - (2) PGCPS complies with Developer's safety and security policies, provided that Developer has delivered written copies of such policies to PGCPS and such policies do not unreasonably impair or limit PGCPS' ability to access all aspects of the Sites.

### **5.10 PGCPS Satisfaction System**

(a) No fewer than one hundred and twenty (120) days prior to the first Scheduled School Occupancy Readiness Date, Developer will submit to PGCPS Developer's proposed system for assessment of designated PGCPS Persons' satisfaction with Developer's provision of the Services (the "**PGCPS Satisfaction System**"). Developer's proposed PGCPS Satisfaction System will:

- (1) include two separate survey tools organized as follows:
  - (i) a short survey for each Demand Requisition to be completed by the Designated School Users;
  - (ii) a quarterly survey to be completed by up to ten (10) respondents per School, which shall include the School principal, School building manager, the PGCPS P3 director, and other PGCPS designees;
- (2) for each short survey for each Demand Requisition that measures the performance of Developer for each work order:
  - (i) utilize the same scale as described below in item (a)(6) of Section 5.10 (PGCPS Satisfaction System); and

(ii) become a permanent entry into the CMMS history database;

(3) for the quarterly survey, include a breakdown of each element of the Services to be surveyed (i.e., for each School: general building condition, security, building and plant equipment, emergency response, asset management, general maintenance, facility condition, environmental controls, communication, cooperation, management of personnel and Developer Persons, responsiveness, reporting, invoicing, relationship management, and realization of PGCPs priorities) (each, a “**Surveyed Element**”);

(4) for the quarterly survey, specifically identify any questions designed to elicit information only (“**Informational Questions**”), and all questions to which the rated provisions of this section will apply (“**Rated Questions**”), provided that, no more than forty percent (40%) of the questions on a survey may be Informational Questions;

(5) include the weighting to be applied to each Surveyed Element and to each subcomponent comprising the Surveyed Element;

(6) provide for each Rated Question to be measured using the following scale;

1 = Unacceptable	4 = Good
2 = Poor	5 = Outstanding
3 = Average	N/A = Don't Know/Unable to Answer

(7) provide for each Informational Question to be answered using either the same scale as set forth above in item (a)(6) of Section 5.10(a)(6) (PGCPS Satisfaction System), narrative responses, or a combination of both.

(b) No fewer than ninety (90) days prior to the first Scheduled School Occupancy Readiness Date, Developer will submit a finalized draft of the PGCPS Satisfaction System to PGCPS for PGCPS’ review, comment, and approval.

(1) Developer will implement the reviewed PGCPS Satisfaction System by no later than the first School Occupancy Readiness Date and will thereafter deliver the required survey to those PGCPS Persons designated by PGCPS, acting reasonably, every three (3) months in accordance with the requirements of the PGCPS Satisfaction System.

(2) Following completion of each survey of designated PGCPS Persons, Developer will document the survey results in a written report, including a detailed breakdown of all satisfaction ratings on each Surveyed Element and a consolidated list of all narrative comments (each, a “**PGCPS Satisfaction Report**”). For the purpose of this Section, Developer’s satisfaction rating in respect of a Surveyed Element will be the weighted average of all scores received in respect of the relevant Surveyed Element.

(c) Within thirty (30) days of completion of each survey, Developer will deliver to PGCPS a copy of the PGCPS Satisfaction Report, together with details of Developer’s proposed remedial plan if required in accordance with item (d) of Section 5.10 (PGCPS Satisfaction System) of this Exhibit.

(d) For each Surveyed Element and Demand Requisition survey in respect of which:

(1) Developer's average satisfaction rating is 3.5 or greater, no remedial action will be required; and

(2) Developer's satisfaction rating is below 3.5, Developer will prepare a plan, acceptable to PGCPs, to promptly address and improve its performance of the relevant Services.

(e) At least once every five (5) years throughout the Term, Developer will review and propose revisions to the PGCPs Satisfaction System to:

(1) ensure that it at all times constitutes a meaningful and informative tool for assessment of PGCPs Persons' satisfaction with Developer's provision of the Services; and

(2) address any deficiencies or other weaknesses in the PGCPs Satisfaction System which are identified by Developer, PGCPs, or the survey respondents.

(f) Developer will submit all proposed PGCPs Satisfaction System revisions to PGCPs for review, comment, and approval.

## **6. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM**

### **6.1 Supply of CMMS**

Prior to the first Scheduled Project Readiness Date, Developer will supply and install a CMMS that will have, as its users, Developer Persons engaged in the delivery of the Services and designated PGCPs Persons.

(a) In addition to the number of CMMS user licenses required by Developer for performance of the Services, Developer will provide a minimum of ten (10) concurrent user licenses to PGCPs, which licenses will be sufficient to permit PGCPs Persons to obtain full "read only" access, including continuous access to reporting as provided in this Exhibit, at all times throughout the Services Period, to all nonfinancial CMMS data and other CMMS information related to the operation and maintenance of the Project.

(b) Developer will ensure that all information regarding the CMMS is at all times correct and current and will provide updated information regarding the CMMS to PGCPs on a timely basis. Developer will ensure that all information regarding the CMMS which it provides to PGCPs is sufficient and appropriate to enable PGCPs to train and orient designated PGCPs Persons with respect to the use and operation of the CMMS.

(c) Once the CMMS is established, Developer will be required to maintain the CMMS so as to accurately reflect all existing Maintained Elements.

### **6.2 Functionality Requirements**

The CMMS will, at a minimum:

- (a) be a comprehensive maintenance work management solution for planned and unplanned activities including Scheduled Maintenance, schedule management, resource optimization, inventory planning, asset management, monitoring and costing, long and short-term planning, report creation and management, warranty tracking, and Performance Failure tracking, including Deductions;
- (b) use an industry standard database which, at all times, remains compatible with and provides ease of data migration on at least a quarterly basis to the SchoolDude system or any other area enterprise computerized maintenance management system that becomes available to PGCPs in the future; provided, however, that Direct Losses associated with a PGCPs request for migration to or compatibility with a system other than SchoolDude may be claimed by Developer as a Compensation Event;
- (c) have application functionality that does not occur at the database level;
- (d) operate on a performance-based internet browser program that is compatible with PGCPs' operating system, as it may be replaced from time to time;
- (e) not require any personal computer client software;
- (f) have the capability to trace duplicate work requests and work orders;
- (g) have the capability to track and report Actual Response Times and Rectification Periods;
- (h) have the capability to track Vandalism as a separate category and report it separately;
- (i) track work orders for Services;
- (j) retain all records for the length of the Services Period in the database;
- (k) track all activities performed by any Developer Persons with respect to the Services;
- (l) employ appropriate security, data protection, and access protocols, all in accordance with Good Industry Practice; and
- (m) receive, acknowledge, and track Demand Requisitions via email.

### **6.3 Developer Services**

- (a) Developer will:
  - (1) load each building element, component systems, and piece of equipment that will be planned, scheduled, controlled and monitored on to the CMMS with the

information described in subsection (a) of Section 2.2 (Scheduled Maintenance) of Appendix W-1 (Facilities Maintenance);

(2) perform all CMMS Maintenance, administration, and support and provide initial and annual refresher training (or on an as needed basis, as determined by PGCPS, acting reasonably) to designated Developer Persons and PGCPS Persons with respect to the use and operation of the CMMS;

(3) be responsible for all CMMS hardware and software, hardware and software installations, upgrades, repairs, annual maintenance service agreements, updates, and for maintaining all system and associated equipment;

(4) maintain all nameplate data for every piece of equipment in the CMMS and ensure that every piece of equipment has a unique identifier code;

(5) provide PGCPS with customized CMMS reports on request;

(6) affix a CMMS integrated identifier sticker with barcode on each piece of equipment, and ensure that identifier and barcode information will be printed on each service ticket and work order; and

(7) use wireless mobile devices to read barcodes or radio frequency identification in performing routes or rounds, observations, inspections, and maintenance. Developer will provide wireless mobile devices that will record work status, materials, time and attendance, failure codes, tools, and comments at a minimum, and have the capability to create new service tickets and work orders on demand, and capture signatures for completed tasks.

(b) Data created and captured in the wireless mobile devices must be capable of being wirelessly transmitted in a secure manner to the CMMS. Developer is responsible for all equipment and costs associated with wireless mobile devices. In addition to the number of wireless devices required by Developer for performance of the Services, Developer will supply and maintain ten (10) additional wireless mobile devices for PGCPS Persons.

**APPENDIX W-1**  
**FACILITIES MAINTENANCE**

## **1. SERVICES**

### **1.1 General Requirements**

In addition to the specifications and standards set forth in Exhibit W (Services Requirements), the Services shall include and Developer shall perform the Facility Maintenance services described in this Appendix W-1 (Facilities Maintenance):

(a) Perform the roles and responsibilities assigned to Developer set forth in the Agreement, Exhibit W (Services Requirements), and Attachment 1 (Summary Matrix Identifying Maintenance Roles and Responsibilities) to this Appendix;

(b) deliver Facilities Maintenance services in accordance with this Appendix so that each of the Maintained Elements and Building Systems:

(1) is properly and safely maintained in accordance with all Plans;

(2) remains functional, operationally sound, and of good appearance;

(3) performs in accordance with its respective design criteria and standards as set forth in the Technical Requirements; and

(c) ensure the Services are delivered utilizing risk assessment and safe work management systems which are consistent with Good Industry Practice and Developer's policies and procedures for occupational health and workplace safety designed to ensure the comfort and safety of all PGCPS Persons.

### **1.2 Interpretation**

Where the term "free from" is used in this Appendix W-1 (Facilities Maintenance), the requirement will be to ensure that the equipment, component, or finish is maintained in accordance with Good Industry Practice for similar facilities and that any accumulation of the characteristics referenced for a particular element does not cause any health or safety incidents or events.

## **2. FACILITIES MAINTENANCE REQUIREMENTS**

### **2.1 Annual Service Plan**

Developer will develop, in accordance with Section 4.1 (Start-Up Plan) and Section 4.2 (Annual Service Plan) of Exhibit W (Services Requirements), and implement as part of the Annual Service Plan, appropriate policies, procedures, practices, schedules, and a self-monitoring inspection and reporting system in respect of the delivery of the Facilities Maintenance services to PGCPS.

## 2.2 Scheduled Maintenance

Developer will, as part of its Annual Service Plan, establish and implement, for each School, a preventive and reliability-based scheduled maintenance plan and program (the “**Scheduled Maintenance Plan**”) that accommodates the PGPCPS Activities, including Ad Hoc School Use and Third Party and Community Use. The Scheduled Maintenance Plan shall be comprised of inspections and scheduled cyclical preventive maintenance of all Maintained Elements, to be planned, scheduled, controlled, and monitored utilizing the CMMS, and shall include:

- (a) For each Maintained Element (as appropriate):
  - (1) hierarchical based component identification;
  - (2) description (including make, model, serial number, and capacity);
  - (3) location;
  - (4) priority classification;
  - (5) unique identification code;
  - (6) maintenance job plan description, including:
    - (i) detailed maintenance procedures;
    - (ii) warranty requirements;
    - (iii) parts and consumables;
    - (iv) regulatory and statutory requirements;
    - (v) special instructions; and
    - (vi) safety precautions
  - (7) frequency;
  - (8) scheduled dates and hours;
  - (9) maintenance history, including planned and unplanned;
  - (10) provider (staff or contractor) of the service;
  - (11) status;



(12) notes, including inspection observations, recommendations, and comments;

(b) identification of activities which may cause disruption to PGCPS Persons using or visiting a School and the methods by which Developer will make appropriate accommodations to minimize such disruptions;

(c) a risk assessment;

(d) provisions for undertaking routine inspection and testing and servicing, in accordance with any Insurance Requirements, recommended manufacturers' guidance, and Good Industry Practice, of:

(1) all Building Systems, including: Heating, Ventilation, and Air Conditioning (HVAC) systems, plumbing and water systems, boilers, and related systems and components, elevators/lifting devices, mechanical systems, lighting, and electrical distribution systems;

(2) life safety and emergency systems, including but not limited to: standby generators and associated transfer switches, standby domestic pumps, fire alarms, firefighting equipment and suppression systems, security systems and devices, emergency lighting systems, exit signs, and voice communication systems;

(3) interior and exterior building finishes and fabric, including but not limited to: floors, walls, and ceiling coverings, paint, hardware, windows, doors, cladding, roofing systems, and other architectural and structural components;

(4) all exterior improvements; and

(5) all other Maintained Elements.

(e) plans for ensuring completion of one hundred percent (100%) of all Scheduled Maintenance on life safety and emergency systems and of all statutory or regulatory testing and maintenance and a minimum of eighty-five percent (85%) of all other Scheduled Maintenance within the times planned in the Annual Service Plan, with any deferred Scheduled Maintenance to be completed within the following month;

(f) a summary of all Scheduled Maintenance, system failures, and corrective actions for each School in each Performance Monitoring Report for the relevant period; and

(g) such data as may be required by PGCPS for input into an asset management software tool.

### **2.3 Demand Maintenance**

Developer will respond to all Demand Requisitions providing comprehensive and effective Demand Maintenance by way of the Help Desk. All Demand Maintenance will be carried out in accordance with the Agreement and the applicable Required Response Times and Rectification Periods set forth in Exhibit X-2 (Deductions) of the Agreement. Subject to Article 16 (Relief Events) of the Agreement, PGCPS will be entitled to take Deductions in accordance with Section 11.4 (Unavailability Events and Performance Failures) of the Agreement. Developer will include in each Performance Monitoring Report for the relevant period a summary of all Demand Requisitions and corrective actions as set forth in Section 5 (Performance Monitoring and Reporting) of Exhibit W (Services Requirements).

### **2.4 Maintenance Times**

Subject to of Section 3.8 (School Use and Scheduling) and Section 3.9 (Scheduling of Services) of Exhibit W (Services Requirements), Developer will perform Facilities Maintenance during the relevant Maintenance Access Times and will:

(a) perform Scheduled Maintenance during the periods agreed in the Annual Service Plan then in effect and will give PGCPS ten (10) days' notice before commencing any such Scheduled Maintenance; and

(b) undertake and complete Demand Maintenance within the relevant Required Response Time and Rectification Period set forth in Exhibit X-2 (Deductions) of the Agreement.

### **2.5 Rescheduling of Maintenance**

In accordance with the provisions of Section 3.8 (School Use and Scheduling) and Section 3.9 (Scheduling of Services) of Exhibit W (Services Requirements), if PGCPS, acting reasonably, determines that the times at which Developer proposes to perform Facilities Maintenance will cause material disruption to the operations of PGCPS or other PGCPS Persons using or visiting a School (including Third Party and Community Use and Ad Hoc School Use), PGCPS may give notice to Developer not to carry out such Facilities Maintenance until such time as PGCPS and Developer, each acting reasonably, agree on an alternate time. If applicable, upon such agreement, any Required Response Time and Rectification Period (as set forth in Exhibit X-2) related to such Facilities Maintenance will be adjusted accordingly.

### **2.6 Elevators**

Developer will:

(a) operate and maintain all elevators and related equipment at the speeds and in accordance with the elevator design specifications set forth in the Technical Requirements;

- (b) dispatch its personnel promptly to respond to all elevator faults, alarms, or telephone calls from an elevator and initiate the required action to rectify faults;
- (c) ensure Developer Persons are properly trained and certified in safe procedures and practices for the release of trapped elevator occupants;
- (d) release trapped elevator occupants within thirty (30) minutes of notification to the Help Desk;
- (e) undertake Scheduled Maintenance of elevators and elevating devices and related equipment such that downtime is minimized; and
- (f) include in each Performance Monitoring Report for the relevant period a summary of any elevator failures and corrective actions.

## **2.7 Building Management System**

Developer will:

- (a) operate the BMS to allow for the control and monitoring of the operation of the Building Systems in accordance with the design and performance criteria set forth in the Technical Requirements;
- (b) operate the BMS to allow for the monitoring of the operation of the Schools and the Facilities Maintenance services from a single location within each School and remotely through internet connections accessible to PGCPs;
- (c) monitor, control, indicate alarms, and provide trending information for all BMS connected sensors and control points; and
- (d) include with each Performance Monitoring Report and provide PGCPs with continuous direct access (other than during such reasonable periods as the BMS may be undergoing Scheduled Maintenance or emergency maintenance) to the following information generated by the BMS during the relevant period:
  - (1) critical incident and system failures;
  - (2) daily, weekly, and periodic status reports;
  - (3) exception reports by element status;
  - (4) trend log data;
  - (5) time of occurrence, Response, and Rectification; and

- (6) such other information as PGCPS may reasonably require.

## **2.8 Utilities Management**

Developer will:

- (a) secure and maintain all connections to Utility services to appropriate specifications and adequate capacity to supply and satisfy the requirements of the Schools under all anticipated operating conditions;

- (b) undertake all testing, cleaning, and maintenance as required by the applicable Utility Company (and in accordance with such Utility Company's specifications);

- (c) maintain the integrity of supply of all Utilities and continuously manage the distribution of Utilities within the Schools efficiently, economically, and with due regard to current principles of sustainable technology, energy conservation, and management procedures;

- (d) maintain appropriate records in relation to all permits, including, but not limited to:

- (1) ensuring all test certificates, information, documentation, and other records (including those relating to any aspects of safety or statutory compliance) are maintained accurately, updated appropriately, correct for the current supply requirements, and available for inspection by PGCPS and any Governmental Authorities; and

- (2) preparing and supplying all information reasonably required by PGCPS in relation to the use and consumption of Utilities, including all statistical records which may be required by any Governmental Authority;

- (e) notify PGCPS of all scheduled interruptions to any Utility of which Developer should be reasonably aware that may have an impact on the Schools; and

- (f) operate and maintain the BMS and all Building Systems in an efficient manner designed to minimize consumption of Utilities and manage conservation and reduction initiatives.

For clarity, Developer will be responsible only for Utility services from the point of delivery by the relevant Utility.

## **2.9 Maintenance of Energy Consuming Building Systems**

Developer will:

- (a) maintain all energy-consuming Building Systems, including all boilers, so that each such system operates efficiently; and

(b) conduct regular efficiency testing of all such systems in accordance with Good Industry Practice, and, without limitation, no less than once per heating season for the boilers (at start-up of the season), and will include the results of such testing in each applicable Performance Monitoring Report.

## **2.10 Maintenance Equipment and Supplies**

Developer will provide, maintain, clean, and replace as required all equipment, supplies, apparatus, and consumable items (including any consumable items required for the operation of Maintained Elements) required to deliver the Facilities Maintenance services, including scaffolding, mobile elevating, or lifting devices, tackle, machinery, tools, or other equipment; provided, however, Developer will not be responsible for providing supplies or consumables for any PGCPs Retained Responsibilities.

## **2.11 Pest Control Services**

Developer will:

(a) provide a comprehensive preventative, reactive, and on-call pest control service for the exterior elements of the Schools and Sites for all pests, including insects, rodents, and birds, using personnel who are fully trained, qualified, and able to provide high quality professional and practical advice;

(b) notify PGCPs immediately of any pest/vermin infestation;

(c) undertake all work in a safe manner with minimal interference with School operations and with minimal risk in terms of safety, hygiene, and damage to the Schools or the PGCPs Persons using or visiting a School;

(d) provide safe, tamper resistant, and efficient methods of catching, destroying, and safely disposing of pests, adopting safe and humane procedures in all instances;

(e) if non-chemical forms of pest control are ineffective, use chemical treatment and specific chemicals consented to in writing by PGCPs, provided that no chemicals will be used which may come into contact with PGCPs Persons using or visiting a School;

(f) ensure the use of any permitted chemicals, including pesticides, is strictly controlled and monitored;

(g) maintain all records of the use of any permitted chemicals and advise PGCPs in advance of the type of chemicals it intends to use; and

(h) include in its Performance Monitoring Report to PGCPs a complete overview on pest control activity during the previous period and identifying future action which will include the following:

- (1) identification of any pest/vermin infestation;
- (2) details of the locations and areas inspected and treated and the product names and product number of the pesticide used if applicable;
- (3) the number, type, and location of infestations reported;
- (4) any evidence of any pest and any belief that any infestation is associated with any other premises (whether or not PGCPS-owned) that may affect the Schools; and
- (5) a description of recommended preventative measures to minimize re-infestation.

## **2.12 Roads, Grounds, and Landscape Maintenance**

Developer will:

(a) provide maintenance for all roads, grounds, Athletic Fields, and landscaping at the Schools and Sites (excluding the PGCPS Retained Responsibilities set forth in subsection (c) of Section 2.1 (PGCPS Retained Responsibilities) of Exhibit W (Services Requirements)), including:

(1) maintenance of irrigation systems, exterior lighting, and parking receptacles, internal roadways, parking and drop-off areas, walkways and pathways, tarmac play areas, basketball courts, concrete site furniture pads, exterior learning areas, fencing, Developer installed site furniture and recreational equipment (excluding any playground equipment installed by PGCPS), safety surfacing, and any drainage associated with safety surfacing;

(2) full horticulture services, including:

(A) tree maintenance and pruning provided by a certified arborist;

(B) planting bed maintenance, including weeding and mulch;

(C) planting, including shrubs, trees, and perennials;

(D) effective irrigation procedures; and

(E) repair of damage and winter kill, including replacement if necessary;

(b) ensure all external areas of the Schools are sound, safe, tidy, and maintained in accordance with roles and responsibilities assigned to Developer in Attachment 1 (Summary

Matrix Identifying Maintenance Roles and Responsibilities) to this Appendix W-1 (Facilities Maintenance); and

(c) assist PGCPS Persons in the coordination of installation of play structures, apparatus, and site furniture supplied by community groups and other PGCPS Persons; provided, however, that Developer shall be entitled to claim any Direct Losses associated with such assistance as a Compensation Event.

## ATTACHMENT 1

### SUMMARY MATRIX IDENTIFYING MAINTENANCE ROLES AND RESPONSIBILITIES

The following matrix provides a summary of the maintenance roles and responsibilities of the Parties in the performance of the Project. The responsibilities assigned to Developer and PGPCS in the matrix set forth minimum expectations for the performance of certain elements of the Services and do not limit the scope of the Services that Developer will provide.

In the event of a conflict between the terms and conditions of this matrix with the Agreement, the body of Exhibit W (Services Requirements), or any other exhibit, the order of precedence shall be as follows: (a) Agreement terms and conditions; (b) the body of Exhibit W (Services Requirements); (c) all other exhibits attached to this Agreement; and (d) the below matrix. All Maintained Elements, including without limitation the elements outlined below, will at all times be functional, operational, maintained, repaired, and refreshed in accordance with all applicable Technical Requirements, Applicable Law, and Good Industry Practices.

ELEMENT	RESPONSIBILITY	PGPCS	DEVELOPER
<b>Routine Custodial</b>	1. Sweeping and cleaning of floors and walls	✓	
<b>Site Improvements and Infrastructure (excluding any playground equipment installed by PGPCS)</b>	1. Free from graffiti and/or Vandalism		✓
	2. Accessible for PGPCS Persons with visual or mobility impairments		✓
	3. All external furniture and hard landscaping features maintained in accordance with the Services Requirements, excluding grounds maintenance at main entrances and walkways that lead to them		✓
	4. Waste bins emptied as necessary	✓	
	5. Irrigation and exterior lighting systems functional and maintained in accordance with the Services Requirements		✓
	6. Fences, walls, and gates are safe, structurally sound, and secure		✓
	7. Playground equipment, athletics fields, and recreation areas installed by Developer are safe, and maintained	✓	
<b>Roadways, sidewalks and parking lots within the Project Site</b>	1. Repair all pits, chips, pop-outs scaling or other surface defects that can be identified or classified as spalls;		✓
	2. On roadways used for vehicular traffic, repair pavement cracks greater than one half (1/2) of an inch		✓



ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	by properly sealing to prevent water and debris from entering the pavement structure and subbase		
	3. Grind and/or profile pavement to maintain a substantially smooth and safe driving surface		✓
	4. Maintain and renew roadways to enable proper sheet flow away from the center line and avoid standing water		✓
	5. Ensure that all pavement striping and markings are well defined, clear, legible and reflective		✓
	6. Repair and replace pavement markings, reflective pavement that is non-functioning, broken, missing or obstructed, as applicable markings, prismatic reflectors, and roadside delineators that are broken or faded		✓
	7. Maintain parking lot lane striping to include, as required by the Services Requirements and applicable Technical Requirements, parking spaces for visitors, permitted parking, accessible parking, carpools, vanpools, car shares, low-emission, and natural gas vehicles.		✓
	8. Maintain surface parking lots to ensure pavement is stable and durable, free from defects including rutting raveling, shoving, bleeding, depressions, potholes, cracks, settlements, heaving, weathering, fatigue or loss of traction		✓
	9. Ensure that all repairs, temporary or permanent, to parking areas restore the integrity of the pavement so that it can withstand traffic loading		✓
	10. Maintain and renew parking lots to avoid standing water;		✓
	11. Monitor and repair concrete sidewalk heaving, skateboard protection and trip hazards, potholes and pavement cracks of more than one-quarter of an inch. Adherence to ADA accessibility requirements for these areas shall be required at all times.		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	<i>Snow and Ice Removal</i>		
	1. Application and re-application, as required, of anti-skid and/or ice melting products to all paved and concrete areas, including without limitation roadways, sidewalks, emergency routes, and parking areas	✓	
	2. Snow plowing and clearing of snow from the Schools	✓	
	3. Reasonable temporary snow dumping on sites in areas that do not impede fire lanes, pedestrian or vehicle traffic or restrict availability of visitor or staff parking or removal of snow from the Sites	✓	
<b>HVAC Equipment and Systems includes all Facility chillers, boilers,</b>	1. HVAC Equipment and Systems Preventive Maintenance and Repair to include all A/C units, exhaust systems, fan coil units, fresh air and return air systems, air compressors, pumps, VAV boxes, VFD's, air handlers, thermostats, piping distribution, pressure valves, fire dampers, cooling towers, and associated mechanical equipment.		✓
	2. Operate, maintain, and renew HVAC equipment and systems in accordance with and to ensure the Areas served by the systems comply with the Services Requirements and applicable Technical Requirements, Master Specifications and applicable standards including 62, ASHRAE Standard 55 and addendums to the standards		✓
	3. Operate maintain and renew HVAC equipment and systems to provide continuous operations with no controllable interruptions that affect Facilities Activities and to support Core Times		✓
	4. Ensure that interior Areas maintain an interior temperature of: a) For occupied areas: 72 degrees in heating mode and 76 degrees in cooling mode. With boundaries of 68 degree minimum in heating mode and 78 degree maximum in cooling mode. b) Unoccupied areas shall maintain a minimum temperature of 64 degrees c) Humidity in all areas shall be between 30% and 60%		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	5. Ensure flexibility to allow Area set points to be adjusted during the Term as agreed to by Developer and the PGCPS (Refer to driftpoint standards in PGCPS Master Specification Section 23 0923)		✓
	6. HVAC water testing and treatment per PGCPS Master Specifications Section 23 2500		✓
	7. Air distribution system balancing		✓
	8. Control system and building Energy Management Systems EMS operation and repair		✓
	9. All ventilation systems will function as intended without undue noise or vibration		✓
	10. Air changes and ventilation levels in accordance with Good Industry Practice		✓
	11. Ductwork, fittings, and pipework are securely fastened to their intended points of anchorage		✓
	12. Ensure that kitchen hoods are cleaned and maintained as necessary to prevent the accumulation of grease and are in compliance with applicable law		✓
	13. No persistent or unreasonable leakages of water (or other heating/cooling medium) or air from ventilation systems		✓
	14. Secured to authorized access only		✓
	15. Free from corrosion, erosion, and organic growth		✓
	16. Test for bacteria, legionella and like contaminants on an ASHRAE approved frequency		✓
	17. Ductwork will be maintained so as to ensure efficient flow of air through the HVAC system. Developer will submit details of its plan for verification of ductwork cleanliness and performance, including method and frequency of verification, to PGCPS concurrently with the first Annual Service Plan		✓
<b>Plumbing Systems (includes systems such as water pumps, municipal/private well</b>	1. Operate, maintain and renew the plumbing system and equipment to ensure continuous operations		✓
	2. Interior plumbing repairs (restrooms, water heaters, kitchens, etc.)		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
<b>water lines, sewer lines, fire plumbing systems, irrigation systems, back flow preventers, roof drains, storm drains, cafeteria grease traps and drains, condensate pumps, sump pumps, ejector pits, grease traps, water softeners and the systems supporting pumps, drains, piping, risers, valves, faucets, toilets, together with associated fixtures and associated Infrastructure within Project Site and the Facilities)</b>	3. Repair or replacement of installed restroom fixtures		✓
	4. Exterior plumbing as it connects to interior systems (hose bibs, etc.)		✓
	5. Repair of broken/leaking water lines		✓
	6. Initial response to drain clogs (e.g., manual plunging)	✓	
	7. Clearing of grease traps and drain clogs unresolved by plunging		✓
	8. Ensure proper operation/maintenance of sewage ejection systems		✓
	9. Deliver water at the temperatures to meet code requirements and flow rates as required to serve the School needs without undue noise and vibration		✓
	10. Taps, valves, and other related fittings and fixtures function as intended		✓
	11. Pipework and fittings fastened securely to their intended points of anchorage		✓
	12. No persistent drips or leaks of water from pipework, taps, valves, fixtures, and/or fittings		✓
13. Ensure landscape irrigation systems function as designed		✓	
<b>Sanitary and Other Drainage Systems</b>	1. Systems function as intended, without undue noise and vibration		✓
	2. Provide a safe and comfortable environment (no emission of trapped gases, etc.)		✓
	3. All pipework and fittings are fastened securely to their intended points of anchorage		✓
	4. No leakage of waste and/or foul water and/or rain water		✓
	5. Gutters, drains, and stormwater systems are free from litter, leaves, weeds, and extraneous material		✓
<b>Electrical Maintenance and Repair</b>	1. Maintain and renew electrical distribution systems in accordance with Best Management Practices, but not less than recommended by the National Fire Protection Agency and applicable Law for the maintenance of electrical systems		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	2. Maintain and renew backup equipment such as UPS systems, UPS batteries, switchgear and generators to ensure a continuous supply of power. Ensure backup systems have a forty-eight (48) hour supply of fuel at all times (Refer to PGCPS Master Specification Section 27 0500)		✓
	3. Ensure that all emergency lighting systems function as intended during power outage conditions		✓
	4. Document electrical circuit changes and updated local panel directories. Developer shall also install labels on all newly installed circuits		✓
	5. General interior electrical repair (lighting switches, receptacles, etc.)		✓
	6. Repair or adjustment of interior electric locking hardware, buzzers, etc.		✓
	7. Inspection and repair of electrical sub-panels and the replacement of circuit breakers		✓
	8. General electrical testing and inspection		✓
	9. Weatherproof where appropriate		✓
	10. Maintain function as intended without undue noise or vibration; wiring, fittings, fixtures, controls, and safety devices are properly housed and fastened securely to their intended point of anchorage and labeled		✓
	11. Lightning conductor should be complete, isolated, and comply with Industry Standards		✓
	12. MICC cable protective coatings intact		✓
	13. Maintain and replace light switches and light bulbs		✓
<b>Fixtures and Fittings</b>	1. Maintain all fixtures and fittings at a level that operates safely and as intended, without making undue noise and without including observable stains on hinges, locks, catches, and handles, and without binding, rubbing, or catching in any way		✓
	2. Maintain fixtures and fittings free from all but minor surface blemishes and wear and tear		✓
	3. Ensure luminescent strips, signs, notices, and warning signs where appropriate are intact, legible, and illuminated where appropriate		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	4. Maintain fixtures and furniture free from corrosion		✓
<b>Interior Repair and Maintenance</b>	1. Maintain and renew all architectural finishes, including paint, wall covering, carpet, tile, or hardware, or other elements associated with walls, ceilings, hard and soft floors, raised floors, or doors, as the case may be, to ensure safety is not compromised and the finishes retain a uniform, clean appearance, finishing quality and coloration		✓
	2. Repair and adjustment of interior doors and door hardware		✓
	3. Repair and adjustment of window hardware		✓
	4. Repair, adjustment, and replacement of interior locks and hardware		✓
	5. Patch and paint small wall repairs as required		✓
	6. Re-attach or replace floor coverings to ensure fully fixed to the floor and so as not to cause a health or safety hazard		✓
	7. Ensure the floor/floor covering is free from tears, scoring, cracks, or any other damage that is unsightly and/or could cause a health or safety hazard		✓
	8. Maintain floor coverings/surfaces in such a way as to provide a suitable uniform surface, with minimal resistance, for wheelchairs and any other wheeled vehicles in use in the Schools		✓
	9. Replace defective or stained ceiling tiles		✓
	10. Repair, adjustment, or replacement of installed restroom hardware		✓
	11. Maintain floors and buildings free from structural cracks and/or deflection		✓
	12. Maintain buildings free from undue damage and of cosmetic appearance in accordance with APPA 2 standards.		✓
	13. Repair, adjustment or replacement of installed cabinet hardware		✓
	14. Maintain buildings free from all hazardous materials		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
<b>Decorative Finishes (excluding Decorations as set forth in Section 2.1(b) of Exhibit W)</b>	1. Ensure decorative finishes are complete according to their specification and maintained in a state of good cosmetic appearance at all times		✓
	2. Ensure decorative finishes are free from all but minor surface blemishes or undue wear and tear		✓
	3. Ensure decorative finishes are free from cracks, or any other surface degradation inconsistent with a building maintained in accordance with Good Industry Practice		✓
	4. Complete repainting of interior walls performed in accordance with the Services Requirements		✓
<b>Cafeteria and Kitchen</b>	1. Maintenance, repair and replacement of all cafeteria/kitchen equipment to include hand sinks, walk in cooler/freezer, cooler refrigeration system, freezer refrigeration system, prep sink, floor trough, tilting skillet, combination oven, convection ovens, counter for service with cashier's stand, pot washing sink, refrigerated display merchandisers, pass-thru heated cabinets, pass-thru refrigerators, reach in refrigerators, milk coolers, condiment counters, railings		✓
<b>Property Inspections</b>	1. Perform routine walk-throughs of each School, making minor repairs as found and ensuring a safe environment		✓
	2. Perform outside inspection of each School, making minor repairs to equipment and egress areas		✓
<b>Roof Inspection / Maintenance</b>	1. Maintain and renew all roofing systems and exterior Building surfaces, including all drainage and gutter systems to ensure there are no leaks or seepage, and to plan for inclement weather conditions		✓
	2. Maintain and renew all roof, skylight and other roofing elements including annual load testing of roof davits and anchor systems		✓
	3. Perform general roof inspection during each property inspection, ensuring that roofing materials and associated components are intact		✓
	4. Report to PGCPS any level of identified damage determined to be beyond assigned technician capability		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	5. Clear the roof of debris and clean all roof storm and overflow drains so they are free to flow with no obstructions present		✓
	6. Perform repairs to the roof or flashing to prevent ongoing degradation		✓
	7. Perform emergency repairs to the roof to stop leaks until permanent repairs can be affected		✓
<b>Building Exterior/Windows/Doors</b>	1. External window surfaces cleaned a minimum of once a year to maintain a debris free, clear, and clean appearance		✓
	2. Fix gaps and cracks in all Building exterior walls, retaining walls, apertures and roofing to prevent water seepage into Buildings or foundations and to match the existing surface coloration, quality and finish		✓
	3. Keep buildings free from damp penetration, staining, spalling, debris, moss growth, and animal droppings		✓
	4. Ensure chimney stacks/flues are structurally sound and secure, and flue is free from blockages/excess soot		✓
	5. Inspect structural elements for rust, rot or other deterioration, particularly in staircases, roofs and load bearing elements		✓
	6. Maintain and renew all exterior enclosure elements, including but not limited to exterior walls, panels, windows and cladding		✓
	7. Cleaning of Building exteriors shall occur at least once every thirty-six (36) months		✓
	8. Maintaining and renew all doors and entrances		✓
	9. Maintaining signage on the Schools, so that signage can be clearly read, is substantially free from debris, and is not cracked or bent		✓
<b>Grounds, and Landscape Maintenance as set forth in Section 2.12(a) of Appendix W)</b>	<i>Trees, Shrubs, and Hedges:</i>		
	1. Maintain all trees, shrub, plantings and hedges in accordance with the requirements contained in Section 32 0120 of the Master Specifications		✓
	2. Trimmed, pruned, and/or cut to maintain healthy growth		✓



ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	3. Free from dead or dying branches		✓
	4. Free from litter	✓	
	5. Free from disease and/or infestation		✓
	6. Replace as and when necessary to ensure mature landscaping at Handback which is consistent with the original design		✓
	<i>Grassed Areas:</i>		
	1. Initial growth of turf required from Developer by the Project to be delivered in uniform appearance with no dead patches		✓
	2. Of uniform appearance with no dead patches	✓	
	3. Edges trimmed	✓	
	4. Free from infestation		✓
	5. Free from fallen leaves, weeds and excrement	✓	
	6. Irrigated turf maintained to a uniform length between 40 and 60 mm	✓	
	7. Non-irrigated turf maintained to a uniform length between 50 and 75 mm	✓	
	8. Irrigation systems functional and maintained in accordance with the Services Requirements		✓
<b>Electrical Distribution System and Emergency Power</b>	1. Ratings clearly marked		✓
	2. Fuse elements or circuit breaker mechanisms in working order		✓
	3. Contacts and connections clean and mechanically tight		✓
	4. No overheating during normal operating loads		✓
	5. Secure to authorized access only		✓
	6. Recording instruments operational where necessary		✓
	7. All bus connectors torqued to manufacturer recommendations		✓
	8. Lock out procedures provided		✓
	9. All cables mega tested as required		✓
	10. All loads balanced on each phase		✓
	11. All protective relaying properly coordinated		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	12. All breakers, switchgear, and transformers tested and cleaned on a regular scheduled basis		✓
	13. Identification notices posted where necessary		✓
<b>Fire Fighting Equipment</b>	1. Fire extinguishers and other firefighting equipment maintained in accordance with relevant codes and standards		✓
	2. Sound, secure, and fixed to their intended point of anchorage		✓
	3. Fully operational within manufacturer's recommendations		✓
	4. Hydrants, sprinklers, and hoses at correct operating pressure and capacity		✓
	5. Pipework free from corrosion, leaks, and drips		✓
<b>Communications Systems</b>	1. Telephones and IT equipment maintained in accordance with all relevant codes and standards	✓	
	2. All other communication systems (e.g., intercom system) and data transmission installations and security systems to comply with relevant codes and standards (e.g., Good Industry Practice) and be fully operational within manufacturer's recommendations		✓
<b>Pest Control</b>	1. Furnish all supervision, labor, materials and equipment necessary to accomplish the monitoring, reduction, trapping and eradication of pests within the interior and exterior of all Facilities		✓
	2. Provide all Integrated Pest Control Management Services in accordance with the Services Requirements, National Pest Control Association, EPA, OSHA and USDA and other relevant agencies.		✓
<b>Elevators</b>	1. Maintain and renew all elevator and vertical transportation systems to ensure continuous operations		✓
	2. Perform all testing routines as required by Governmental Entities		✓
	3. Perform periodic cleaning of elevator pits;		✓
	4. Obtain and properly display permits/certificates		✓

ELEMENT	RESPONSIBILITY	PGCPS	DEVELOPER
	5. Ensure all elevator and vertical transportation systems operate as intended when placed on backup power systems		✓
	6. Ensure all elevator cab emergency communications and notification systems and escalator emergency power off switches are operational at all times;		✓
	7. Ensure any elevator cab-top hoisting shall be done by the direct supervision and control of a certified elevator technician		✓
	8. Ensure any entrapments shall be resolved under the direct supervision and control of a certified elevator technician and/or fire department personnel		✓
<b>Athletic Fields and Courts</b>	<i>Basketball/Volleyball Courts</i>		
	1. Ensure basketball and volleyball courts are in playable condition, with no grade change or unevenness of more than one (1) inch in any eight (8) feet		✓
	2. Ensure equipment, including poles, backboard, rim, and nets, are in working order and good condition		✓
	3. Monitor and repair court base for heaving and trip hazards, repairing, cracks or other irregularities of more than one half(½) inch		✓
	<i>Fields: Competition Area</i>		
	Developer shall maintain and renew all elements required to support the Fields: Competition Area, including entry and exit points, benches, shade structures, restrooms (if applicable), fencing and lighting.		✓
	Maintenance and renewal of artificial turf fields		✓
	Maintenance of natural grass fields extending to ten (10) feet around the perimeter of the fields (or less if dictated by site design)	✓	

## APPENDIX W-2

### HELP DESK SERVICES

#### 1. SERVICES

##### 1.1. General Requirements

In addition to the standards and specifications set forth in Exhibit W (Services Requirements), Developer will deliver the Help Desk Services:

(a) twenty-four (24) hours per day, three hundred and sixty-five(six) (365)(6) days per year, with provision of back-up plans to ensure continuity of service; and

(b) such that the Help Desk functions as the central communications hub for service requests for all Services and management of the Schools including receiving, logging, and responding appropriately to telephone, facsimile, e-mail, and other communications and liaising with Designated School Users on the progress and status of work.

##### 1.2. Help Desk Services

In connection with the operation of the Help Desk, Developer will:

(a) provide for Designated School Users to submit Demand Requisitions by telephone, electronic mail, and other electronic means;

(b) provide a local or toll-free telephone number to access the Help Desk;

(c) make the initial determination, categorization, and classification of each and every Demand Requisition and Event using the classification protocol outlined in Exhibit X-2 (Deductions) of the Agreement;

(d) answer each Demand Requisitions or other request received through the Help Desk:

(1) if made by telephone, eighty percent (80%) of calls will be answered within thirty (30) seconds during Operating Hours and within thirty (30) minutes during non-Operating Hours by a live English-speaking Help Desk operator;

(A) calls related to Emergency Events or Performance Failures that have an "Urgent" priority classification will be addressed immediately and not put on hold;

(B) calls related to Critical Events may be put on hold for a maximum of one (1) minute during periods of high call volume with an option for the call initiator to leave a voice message for call back. All voice messages related to Critical Events will be responded to within five (5) minutes; and

(C) calls related to Routine Events or Performance Failures that have a “High” or “Low” priority classification may be put on hold for a maximum of one (1) minute during periods of high call volume with an option for the call initiator to leave a message for call back. All messages related to these types of Events will be responded to within thirty (30) minutes; and

(2) if made by electronic mail or by other electronic means,

(A) eighty percent (80%) of requests related to Emergency or Critical Events or Performance Failures that have an “Urgent” priority classification will receive an electronic mail or other electronic response within fifteen (15) minutes of receipt at the Help Desk during Operating Hours and within thirty (30) minutes of receipt at the Help Desk during non-Operating Hours; and

(B) eighty percent (80%) of requests related to Routine Events or Performance Failures that have a “High” or “Low” priority classification will receive an electronic mail or other electronic response within thirty (30) minutes of receipt at the Help Desk during Operating Hours and within thirty (30) minutes into the Operating Hours of the next day for requests received at the Help Desk during non-Operating Hours; and

(e) monitor and track Help Desk statistics and provide a monthly report, as part of the Performance Monitoring Report, to PGCPs including:

(1) daily call volumes;

(2) records of telephone and electronic Actual Response Times;

(3) average initial call response times and number of calls not responded to within thirty (30) seconds;

(4) number of calls put on hold, average hold times, number of calls put on hold for longer than one (1) minute, and number of abandoned calls; and

(5) number of electronic or voice messages not responded to within the applicable times set forth in Section 1.2(d)(1) and Section 1.2(d)(2);

(f) record and notify PGCPs of:

(1) all Performance Failures and Unavailability Events promptly if such failures or events will have a material impact on the use of the Schools by PGCPs Persons and otherwise in accordance with Section 5.2 (Periodic Reporting) of Exhibit W (Services Requirements);

(2) accidents or emergencies promptly after occurrence; and

(3) complaints or compliments and other comments received from Designated School Users in connection with the Services promptly following receipt;

(g) monitor the BMS and the CMMS, including the monitoring of alarms, equipment alarms, emergency and security systems, and immediately notify PGCPS of any activated alarms in accordance with the Annual Service Plan;

(h) create, update, and deliver to PGCPS and Designated School Users, Help Desk user instructions as and when required;

(i) provide Help Desk user training to PGCPS and Designated School Users as and when required;

(j) maintain a daily electronic log of all Demand Requisitions received through the Help Desk including:

(1) Help Desk operator's name to whom the inquiry was made or the automated electronic system which generated the report;

(2) the name of the Designated School User;

(3) date and time;

(4) location;

(5) nature of the Demand Requisitions received;

(6) service required;

(7) Performance Failure classification (*i.e.*, Urgent, High, Low);

(8) unique request reference identifier;

(9) date and time request passed to the appropriate person for response;

(10) action taken and by whom;

(11) the Required Response Time and time to Rectify the subject matter of such request;

(12) Actual Response Times and Rectification times; and

(13) any required follow-up actions;

- (k) not amend, delete, or alter any details recorded by the Help Desk, after inclusion of such details in a Performance Monitoring Report submitted to PGCPS, unless approved by PGCPS and the following information is recorded and maintained:
  - (1) the exact nature and impact of the amendment;
  - (2) the reason for the amendment; and
  - (3) by whom the amendment was authorized;
- (l) ensure that in the event of emergencies, the Help Desk will raise the alarm, reporting the incident to internal and external authorities and log the details;
- (m) maintain confidentiality; and
- (n) track all non-conformances with respect to the Services within the Services Quality Management Plan.

## EXHIBIT X-1

### PAYMENT CALCULATIONS

#### 1. DEFINITIONS

In addition to the definition set out in the Agreement, for the purposes of this Exhibit, the following terms have the following meanings:

“**Carry Over**” means the amount of any NA Credit in excess of the Availability Payment Credit Cap for the relevant Billing Period together with any preexisting Carry Over still outstanding

“**School Availability Payment**” means, for each School, the sum of the School Capital Charge and the School Services Charge, which shall be an amount that is unadjusted with respect to Carry Over and Net Adjustments.

“**School Capital Charge**” means, for each School, the amount shown in the Capital Charge column in Table 1, which shall be escalated by one and one-half percent (1.50%) on July 1 of each Contract Year. The School Capital Charge shall be a pro rata share of the Capital Charge based on the square footage of all Schools and shall be calculated by dividing the square footage of the School, as defined in Section 5.1 (Schools) of the Agreement, by the sum of the square footage of all Schools, and multiplying that amount by the total Capital Charge.

“**School Services Charge**” means, for each School, the amount shown in the Services Charge column in Table 1, which shall be Index-Linked. The School Services Charge shall be a pro rata share of the Services Charge based on the square footage of all Schools and shall be calculated by dividing the square footage of the School, as defined in Section 5.1 (Schools) of the Agreement, by the sum of the square footage of all Schools, and multiplying that amount by the total Services Charge for all Schools.

“**Table 1**” means the following amounts stated in \$2020:

School	School Capital Charge (\$2020)	School Services Charge (\$2020)
Adelphi Area Middle School	3,401,738.40	942,964.49
Drew-Freeman Middle School	3,401,738.40	942,964.49
Hyattsville Middle School	3,837,419.73	1,063,735.69
Kenmoor Middle School	3,401,738.40	942,964.49
Southern Area K-8 School	5,542,598.52	1,536,412.56
Walker Mill Middle School	3,401,738.40	942,964.49
Total Capital / Services Charge (\$2020)	22,986,971.86	6,372,006.23



“Table 2” means the following School Capital Charge payment schedule, which, for clarity, will not be changed (including, without exception, due to a Relief Event or Developer’s failure to achieve the Scheduled School Occupancy Date):

Contract Year	Adelphi Area Middle School Capital Charge (\$)	Drew-Freeman Middle School Capital Charge (\$)	Hyattsville Middle School Capital Charge (\$)	Kenmoor Middle School Capital Charge (\$)	Southern Area K-8 School Capital Charge (\$)	Walker Mill Middle School Capital Charge (\$)
July 1, 2023 to June 30, 2024	3,411,340.50	3,411,340.50	3,848,251.63	3,411,340.50	5,558,243.63	3,411,340.50
July 1, 2024 to June 30, 2025	3,610,481.15	3,610,481.15	4,072,897.43	3,610,481.15	5,882,712.04	3,610,481.15
July 1, 2025 to June 30, 2026	3,664,638.37	3,664,638.37	4,133,990.89	3,664,638.37	5,970,952.72	3,664,638.37
July 1, 2026 to June 30, 2027	3,719,607.94	3,719,607.94	4,196,000.75	3,719,607.94	6,060,517.01	3,719,607.94
July 1, 2027 to June 30, 2028	3,775,402.06	3,775,402.06	4,258,940.77	3,775,402.06	6,151,424.77	3,775,402.06
July 1, 2028 to June 30, 2029	3,832,033.09	3,832,033.09	4,322,824.88	3,832,033.09	6,243,696.14	3,832,033.09
July 1, 2029 to June 30, 2030	3,889,513.59	3,889,513.59	4,387,667.25	3,889,513.59	6,337,351.58	3,889,513.59
July 1, 2030 to June 30, 2031	3,947,856.29	3,947,856.29	4,453,482.26	3,947,856.29	6,432,411.85	3,947,856.29
July 1, 2031 to June 30, 2032	4,007,074.14	4,007,074.14	4,520,284.49	4,007,074.14	6,528,898.03	4,007,074.14
July 1, 2032 to June 30, 2033	4,067,180.25	4,067,180.25	4,588,088.76	4,067,180.25	6,626,831.50	4,067,180.25
July 1, 2033 to June 30, 2034	4,128,187.95	4,128,187.95	4,656,910.09	4,128,187.95	6,726,233.98	4,128,187.95
July 1, 2034 to June 30, 2035	4,190,110.77	4,190,110.77	4,726,763.74	4,190,110.77	6,827,127.48	4,190,110.77
July 1, 2035 to June 30, 2036	4,252,962.43	4,252,962.43	4,797,665.20	4,252,962.43	6,929,534.40	4,252,962.43
July 1, 2036 to June 30, 2037	4,316,756.87	4,316,756.87	4,869,630.18	4,316,756.87	7,033,477.41	4,316,756.87
July 1, 2037 to June 30, 2038	4,381,508.22	4,381,508.22	4,942,674.63	4,381,508.22	7,138,979.57	4,381,508.22
July 1, 2038 to June 30, 2039	4,447,230.85	4,447,230.85	5,016,814.75	4,447,230.85	7,246,064.27	4,447,230.85

<b>Contract Year</b>	<b>Adelphi Area Middle School Capital Charge (\$)</b>	<b>Drew-Freeman Middle School Capital Charge (\$)</b>	<b>Hyattsville Middle School Capital Charge (\$)</b>	<b>Kenmoor Middle School Capital Charge (\$)</b>	<b>Southern Area K-8 School Capital Charge (\$)</b>	<b>Walker Mill Middle School Capital Charge (\$)</b>
July 1, 2039 to June 30, 2040	4,513,939.31	4,513,939.31	5,092,066.97	4,513,939.31	7,354,755.23	4,513,939.31
July 1, 2040 to June 30, 2041	4,581,648.40	4,581,648.40	5,168,447.97	4,581,648.40	7,465,076.56	4,581,648.40
July 1, 2041 to June 30, 2042	4,650,373.12	4,650,373.12	5,245,974.69	4,650,373.12	7,577,052.71	4,650,373.12
July 1, 2042 to June 30, 2043	4,720,128.72	4,720,128.72	5,324,664.31	4,720,128.72	7,690,708.50	4,720,128.72
July 1, 2043 to June 30, 2044	4,790,930.65	4,790,930.65	5,404,534.28	4,790,930.65	7,806,069.13	4,790,930.65
July 1, 2044 to June 30, 2045	4,862,794.61	4,862,794.61	5,485,602.29	4,862,794.61	7,923,160.16	4,862,794.61
July 1, 2045 to June 30, 2046	4,935,736.53	4,935,736.53	5,567,886.33	4,935,736.53	8,042,007.57	4,935,736.53
July 1, 2046 to June 30, 2047	5,009,772.58	5,009,772.58	5,651,404.62	5,009,772.58	8,162,637.68	5,009,772.58
July 1, 2047 to June 30, 2048	5,084,919.17	5,084,919.17	5,736,175.69	5,084,919.17	8,285,077.24	5,084,919.17
July 1, 2048 to June 30, 2049	5,161,192.96	5,161,192.96	5,822,218.33	5,161,192.96	8,409,353.40	5,161,192.96
July 1, 2049 to June 30, 2050	5,238,610.85	5,238,610.85	5,909,551.60	5,238,610.85	8,535,493.70	5,238,610.85
July 1, 2050 to June 30, 2051	5,317,190.01	5,317,190.01	5,998,194.88	5,317,190.01	8,663,526.11	5,317,190.01
July 1, 2051 to June 30, 2052	5,396,947.86	5,396,947.86	6,088,167.80	5,396,947.86	8,793,479.00	5,396,947.86
July 1, 2052 to June 30, 2053	5,477,902.08	5,477,902.08	6,179,490.32	5,477,902.08	8,925,381.19	5,477,902.08
July 1, 2053 to June 30, 2054	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2054 to June 30, 2055	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2055 to June 30, 2056	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2056 to June 30, 2057	0.00	0.00	0.00	0.00	0.00	0.00
July 1, 2057 to June 30, 2058	0.00	0.00	0.00	0.00	0.00	0.00

## 2. AVAILABILITY PAYMENTS

The Availability Payment (AP) for each Billing Period in which Developer is entitled to receive APs under the Agreement shall be calculated using the following formula:

$$AP_{bp,y} = \left( \sum SAP_{bp,y} \right) - CO_{bp,y} \pm NA_{q-1,y}$$

where:

- (a)  $SAP_{bp,y}$  = for a School with a School Occupancy Readiness Date that has occurred prior to or during the applicable Billing Period, the School Availability Payment for the applicable Billing Period is calculated as:

$$SAP_{bp,y} = SCC_{bp,y} + SSC_{bp,y}$$

where:

$SCC_{bp,y}$  = the School Capital Charge for the applicable Billing Period calculated as:

$$SCC_{bp,y} = \left( \frac{d_{bp,y}}{d_y} \right) \times SCC_y$$

where:

- (i)  $d_{bp,y}$  = the number of days in the applicable Billing Period;
- (ii)  $d_y$  = the number of days in the applicable Contract Year (y);
- (iii)  $SCC_y$  = the School Capital Charge for the applicable Contract Year

where:

$SSC_{bp,y}$  = School Services Charge for the applicable Billing Period calculated as:

$$SSC_{bp,y} = \left( \frac{d_{bp,y}}{d_y} \right) \times SSC_y$$

where:

- (i)  $d_{bp,y}$  = the number of days in the applicable Billing Period;
  - (ii)  $d_y$  = the number of days in the applicable Contract Year (y);
  - (iii)  $SSC_y$  = the School Services Charge for the Applicable Contract Year
- (b)  $CO_{bp,y}$  = the Carry Over for the applicable Billing Period;

(c)  $NA_{q-1,y}$  = for Billing Periods where Net Adjustments can be applied, the quarterly Net Adjustments for the Quarter (q-1) calculated as:

$$NA_{q-1,y} = DC_{q-1,y} \pm EI_{q-1,y}$$

where:

- (i)  $DC_{q-1,y}$  = for Billing Periods where Deductions can be applied, the quarterly Deductions Credit for the Quarter (q-1) calculated in accordance with Exhibit X-2 (Deductions);
- (ii)  $EI_{q-1,y}$  = for Billing Periods where Extraordinary Item(s) can be applied, the accrued Extraordinary Item(s) for the Quarter (q-1) calculated in accordance with the Agreement.

In the event that the Expiration Date occurs after the date in which the last School Capital Charge payment is owed in accordance with Table 2, PGCPs shall pay Developer no additional School Capital Charge payments for the School, but Developer shall be entitled to School Services Charges from the date after the last School Capital Charge payment for a School is owed until the Expiration Date.

### 3. RELIEF PAYMENT CALCULATION

To the extent Developer is entitled to receive a Relief Payment for a School in accordance with Section 14.11 (Relief Payment) of the Agreement, Developer shall be paid the Relief Payment calculated using the following formula:

$$SRP_{bp,y} = \left( \frac{d_{bp,y}}{d_y} \right) \times SCC_y$$

where:

- (i)  $d_{bp,y}$  = the number of days in the applicable Billing Period;
- (ii)  $d_y$  = the number of days in the applicable Contract Year (y);
- (iii)  $SCC_y$  = the School Capital Charge in the applicable Contract Year

### 4. DELAY PAYMENT CALCULATION

To the extent Developer is entitled to receive a Delay Payment for a School in accordance with Section 14.12 (Delay Payment) of the Agreement, Developer shall be paid the Delay Payment calculated using the following formula:

$$SDP_{bp,y} = \left( \frac{d_{bp,y}}{d_y} \right) \times SCC_y$$

where:

- (i)  $d_{bp,y}$  = the number of days in the applicable Billing Period;
- (ii)  $d_y$  = the number of days in the applicable Contract Year (y);
- (iii)  $SCC_y$  = the School Capital Charge in the applicable Contract Year

**EXHIBIT X-2**  
**DEDUCTIONS**

## ARTICLE 1 DEFINITIONS; REFERENCES

**1.1. Definitions.** In addition to the definitions set out in the Agreement, for the purposes of this Exhibit, the following terms have the following meanings:

“**Accessibility Condition**” means a state or condition of the relevant Functional Unit or the means of access to it which allows all persons who are entitled to enter, occupy, use, or access the relevant Functional Unit to do so safely and conveniently.

“**Actual Response Time**” means the shorter of (a) the actual time that elapses from the Reported Event Time to the time at which Developer Responds to the Event, or (b) expiration of the Required Response Time allowed for such Event; provided, however, that (c) the Actual Response Time for (i) any High or Low priority Performance Failure or any Critical Event or Routine Event shall be deemed to occur at 7:00 A.M. Eastern time of the next Business Day if the Actual Response Time would otherwise occur during non-Operating Hours, or (ii) any Event that occurs in an occupied area of the School during Operating Hours and for which PGCPS does not permit Developer to Respond to the Event in accordance with Section 3.9 (Scheduling of Services) of Exhibit W (Services Requirements), shall be deemed to occur at the shorter of (a) or (b) above as calculated from the time the impacted area becomes unoccupied.

“**Availability Condition**” means (a) an Accessibility Condition, (b) a Safety Condition, (c) a Use Condition, or (d) an Operational Condition.

“**Bedding-In Period**” has the meaning set forth in Section 2.1 (Entitlement to Make Deductions) of this Exhibit.

“**Contractor Termination Notice**” has the meaning set forth in Section 12.2 (Replacement of Non-Performing Services Provider or Subcontractor) of this Exhibit.

“**Critical Event**” means an Unavailability Event which (a) is a Use Impediment; (b) results in a material breach of Applicable Law; (c) results in noncompliance with an Availability Condition for any Functional Unit assigned a “Highest” priority classification in Table 1 of Appendix X-1 (Unavailability Deductions) (unless such Event is an Emergency Event); or (d) may reasonably be expected, if not corrected within the next twenty-four (24) hours, to cause material physical or environmental damage to the relevant School, Functional Unit, or Maintained Element or to deteriorate into an Event described in subsections (a), (b) or (c) of this definition.

“**Emergency Event**” means an Unavailability Event which (a) presents a clear and present threat to human life, safety, or security; (b) results in Total Unavailability of one or more Schools; or (c) may reasonably be expected, if not corrected within the next twenty-four (24) hours, to deteriorate into an Event described in subsections (a) or (b) of this definition.

“**Event**” means an incident or state of affairs leading to a Performance Failure or Unavailability Event or both.

“**Field Maintenance Person**” means an appropriately trained and skilled field maintenance person available for the performance of required Facilities Maintenance services.

“**Functional Unit**” means a room or space, including an outdoor space and field, which is specified as such in Appendix X-1 (Unavailability Deductions) to this Exhibit.

“**Gross Floor Area**” of a School means the sum of the floor areas of the School included within the outside face of the exterior walls for all stories that have floor surfaces.

“**Longstop Return Date**” has the meaning set forth in Section 9.10 (Longstop Return Date) of this Exhibit.

“**Operating Hours**” has the meaning set out in Section 3.9 (Scheduling of Services) of Exhibit W (Services Requirements).

“**Operational Condition**” means a state or condition of the relevant Functional Unit which is operational, functional, and fit for its intended use or purpose, as further described in the Services Requirements and applicable portions of the Technical Requirements.

“**Performance Failure**” means any failure by Developer as set forth in Table 1 of Appendix X-2 (Performance Failure Deductions).

“**Performance Failure Deduction**” means a Deduction which may be made in respect of a Performance Failure that is not Rectified prior to the expiration of an applicable Rectification Period, if any. “Performance Failure Deductions” are set forth in Tables 1a-1c of Appendix X-2 (Performance Failure Deductions).

“**Permanent Repair**” means Rectification carried out pursuant to Article 8 (Rectification Plans and Temporary Repairs) of this Exhibit.

“**Permanent Repair Deadline**” has the meaning set out in Section 8.2 (Rectification Plan Proposal) of this Exhibit.

“**Recording Frequency**” means the frequency with which a Performance Failure is evaluated, as set out in Table 1 of Appendix X-2 (Performance Failure Deductions).

“**Rectification**” means making good an Event, other than by a Temporary Repair, so that the subject matter of such Event complies with the levels of service and performance of the Services required pursuant to the Agreement. “Rectification” 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 Condition existing immediately prior to the occurrence of the Event. “**Rectify**” and “**Rectified**” will be construed accordingly.

“**Rectification Period**” means the period of time, if any, within which Rectification of the relevant Unavailability Event or Performance Failure must be completed, as specified in Appendix X-1 (Unavailability Deductions) or Appendix X-2 (Performance Failure Deductions) of this Exhibit. A “Rectification Period” is calculated from the end of the Actual Response Time in accordance with Section 7.2 (Calculation of Rectification Periods) of this Exhibit. There shall be multiple “Rectification Periods” of identical length for each Event until the Event has been Rectified.



**“Rectification Plan”** has the meaning set out in Section 8.1 (Right to Submit a Rectification Plan Proposal) of this Exhibit.

**“Rectification Plan Proposal”** has the meaning set out in Section 8.2 (Rectification Plan Proposal) of this Exhibit.

**“Reported Event Time”** means the time at which an event is reported to the Help Desk by either Developer or PGCPs.

**“Reporting Error”** has the meaning set forth in Section 11.3 (Reporting Errors) of this Exhibit.

**“Reporting Failure”** has the meaning set forth in Section 11.2 (Reporting Failures) of this Exhibit.

**“Required Response Time”** means the period of time following a Demand Requisition or other electronic report or recording by the BMS during which Developer must respond, each as indicated in Section 6.3 (Required Response Time for Unavailability Events) and Section 6.4 (Required Response Time for Performance Failures) of this Exhibit.

**“Respond”** and **“Response”** mean: (a) with respect to all Events except those classified as Routine Events, the appropriate Field Maintenance Person attending the location of the Event, making the location, and all affected locations safe, in accordance with Good Industry Practice; and (b) with respect to Routine Events, either the foregoing or an electronic response from the Help Desk confirming the details of the Event.

**“Return Date”** has the meaning set forth in Section 9.3 (Notice Requirements) of this Exhibit.

**“Routine Event”** means an Unavailability Event, which is not an Emergency Event or a Critical Event.

**“Safety Condition”** means a state or condition of the relevant Functional Unit which allows School Users, who can reasonably be expected from time to time, to safely enter, leave, occupy, and use such Functional Unit.

**“Temporary Alternative Accommodation Notice”** has the meaning set forth in Section 9.1 (Developer Option to Provide) of this Exhibit.

**“Temporary Availability Condition”** has the meaning set out in Section 8.2 (Rectification Plan Proposal) of this Exhibit.

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

**“Temporary Repair Deadline”** has the meaning set out in Section 8.2 (Rectification Plan Proposal) of this Exhibit.

**“Total Unavailability”** occurs, in respect of each School, when any of the following occurs

and PGCPs, acting reasonably and in good faith, has not approved a mitigation plan put forward by Developer in accordance with Article 8 (Rectification Plans and Temporary Repairs) or Article 9 (Temporary Alternative Accommodation) of this Exhibit or as otherwise proposed by the Developer:

(a) Functional Units identified in Appendix X-1 (Unavailability Deductions) representing at least twenty-five percent (25%) of the Gross Floor Area of a School are Unavailable at the same time, and the Rectification Period has expired with respect to each such Unavailable Functional Unit;

(b) fifty percent (50%) or more of the student toilets or adult toilets in a School are Unavailable at the same time, and the Rectification Period has expired with respect to each such toilet;

(c) any of the required fire exits are not accessible, and the Rectification Period has expired with respect to each Event that caused such lack of access; and/or

(d) any of the following experiences a failure lasting more than four (4) consecutive hours after being reported to the Help Desk by either Developer or PGCPs:

- (1) the fire alarm system;
- (2) the sprinkler system;
- (3) the servers in the server room due to an Unavailability Event in the server room;
- (4) the central heating and/or cooling system that results in not meeting the temperature set points outlined in Exhibit W (Services Requirements) in at least twenty-five percent (25%) of the Gross Floor Area of a School at the same time; or
- (5) fifteen percent (15%) of the security cameras.

**“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 Rectification Period. “Unavailability Deductions” are set forth in Appendix X-1 (Unavailability Deductions) to this Exhibit.

**“Unavailability Event”** means an incident or state of affairs which causes one or more Functional Units to be Unavailable.

**“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.

**“Use Condition”** means a state or condition of the relevant Functional Unit which satisfies the functional requirements for the proper use and enjoyment of a Functional Unit relating to (a) temperature; (b) humidity; (c) air quality; (d) lighting; and (e) power (essential and non-essential), as the same are further described in the Educational Specifications and Exhibit W (Services Requirements).

**“Use Impediment”** means any incident or state of affairs that restricts or impedes the PGCPs Activities or otherwise directly impedes the normal school functions and activities.

**1.2. Section References in this Exhibit.** All Section references in this Exhibit are to Sections of this Exhibit, except Section references explicitly made to Sections, Articles, or Exhibits of the Agreement or Appendices of this Exhibit.

## **ARTICLE 2 DEDUCTIONS FROM AVAILABILITY PAYMENTS**

### **2.1 Entitlement to Make Deductions**

No Deductions may be made in respect of any Unavailability Events or Performance Failures associated with the relevant School during the thirty (30) day or ninety (90) day calendar period, respectively, following each School Occupancy Readiness Date (“**Bedding-In Period**”).

If at any time after the applicable Bedding-In Period for a School, an Unavailability Event or a Performance Failure occurs, PGCPS will be entitled to make Deductions in accordance with this Exhibit in respect of any such Unavailability Event or Performance Failure from the Availability Payment. Deductions will accrue during each Billing Period in accordance with this Exhibit and will be deducted from the Availability Payment on a Quarterly basis subject to Section 14.4.3.1 (Limit on Monthly Services Charge Adjustments) of the Agreement.

No Deductions shall be assessed in respect of any Functional Unit that is Unavailable due to Scheduled Maintenance occurring during the period scheduled for that work. For clarity, if Scheduled Maintenance work continues beyond the period scheduled for such work, Deductions may begin to accrue upon the expiration of the scheduled period.

### **2.2 Deductions Multiplier for Persistent Underperformance**

Subject to Section 14.4.3.1 (Limit on Monthly Services Charge Adjustments) of the Agreement:

(a) If, during the six immediately preceding Billing Periods, Developer has incurred Deductions in excess of \$50,000 (Index-Linked) in the aggregate, the quarterly Deductions to be applied in the current Billing Period shall be multiplied by two (2x) immediately prior to being applied to the Availability Payment.

(b) For purposes of this Section, when calculating the amount of Deductions incurred in preceding Billing Periods, neither (i) Deductions for Total Unavailability nor (ii) Deductions applied pursuant to Section 5.4 (LEED Deductions) shall be included in such calculation.

### **2.3 Relief Events**

To the extent that an Unavailability Event or Performance Failure is caused by a Relief Event (as provided in Section 16.4 (Performance Relief Available Upon Occurrence of a Relief Event) of the Agreement), PGCPS will not be entitled to assess a Deduction.

### **2.4 Classification of Event**

The classification of an Event as a particular Performance Failure or a particular Unavailability Event as well as the classification of each Unavailability Event as an Emergency Event, Critical Event, or Routine Event will be made by Developer at the time at which the

occurrence of the Event is reported to the Help Desk. If an Event can properly be classified as both a Performance Failure and an Unavailability Event at the time it is reported (subject to [Section 5.2](#) (Unavailability as Sole Cause of Performance Failure Deductions) below), 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 prior to said Event being reported in the Performance Monitoring Report without the approval of, but with notification to, PGCPS and after such Event is reported in a Performance Monitoring Report, only with the approval of PGCPS, acting reasonably. If such an Event is re-classified, the appropriate Deduction (if applicable) will be made, and any Deduction incorrectly applied will be withdrawn.

## **2.5 Performance Failure Becoming Unavailability Event**

A Performance Failure may become or lead to an Unavailability Event if circumstances change or the Performance Failure continues. In such a circumstance, when the Functional Unit becomes Unavailable, the Performance Failure will have ended (without prejudice to the Performance Failure Deductions that have accrued to that point), and an Unavailability Event will commence. The Required Response Time for such Unavailability Event sentence shall be zero minutes. The Rectification Period for such Unavailability Event shall be deemed to have begun with the last completed Rectification Period of the related Performance Failure, or if there is no completed Rectification Period, the first Rectification Period of such Unavailability Event shall be deemed to be the lesser of the length of the balance of the uncompleted Rectification Period of the related Performance Failure or the Rectification Period of the Unavailability Event.

## **2.6 Other PGCPS Remedies**

The right of PGCPS to impose Deductions is without prejudice to other PGCPS remedies provided in the Agreement, including pursuant to [Section 11.4.2](#) (Additional Developer Obligations) and [Section 19.1](#) (Default by Developer) of the Agreement.

# **ARTICLE 3 UNAVAILABILITY DEDUCTIONS**

## **3.1 Deductions for Unavailability Events**

In respect of each Unavailability Event, there shall be one Deduction per Functional Unit that is Unavailable for each Rectification Period after the first Rectification Period that the Functional Unit continues to be Unavailable, in accordance with [Appendix X-1](#) (Unavailability Deductions).

## **3.2 Unavailable But Used**

If any Functional Unit is Unavailable but PGCPS, at its discretion, continues to use such Functional Unit for its intended use or purpose, the Deduction for such Functional Unit that would otherwise be applied shall be multiplied by fifty percent (50%).

**ARTICLE 4**  
**SPECIAL DEDUCTIONS FOR MAJOR OR PROLONGED**  
**UNAVAILABILITY EVENTS**

**4.1 Total Unavailability**

Notwithstanding any other provision of this Exhibit (including Section 3.2 (Unavailable But Used)), if Total Unavailability for any School occurs, the only Unavailability Deduction that shall apply is a Deduction of \$4,000 (Index-Linked) to be applied (1) upon the commencement of Total Unavailability, and (2) at the expiration of each subsequent four-hour interval that the Total Unavailability persists during Operating Hours.

**4.2 Deductions for Ongoing Unavailability Events**

Where the Unavailability Event continues beyond three (3) consecutive Rectification Periods (including the first Rectification Period), and Developer has failed to Rectify that Unavailability Event, the Unavailability Deduction for the fourth and each subsequent Unavailability Deduction, calculated in accordance with Appendix X-1 (Unavailability Deductions), shall be multiplied by two (2x).

**ARTICLE 5**  
**PERFORMANCE FAILURE DEDUCTIONS**

**5.1 Deductions for Performance Failures**

The amount of the Deduction in respect of a Performance Failure for any Billing Period will be as follows:

(a) where a Performance Failure has a Rectification Period, one Deduction per failure for each Rectification Period that the Performance Failure persists following the first Rectification Period, in accordance with Table 1a of Appendix X-2 (Performance Failure Deductions); and

(b) where a Performance Failure has no Rectification Period, one Deduction per Recording Frequency, in accordance with Table 1b and Table 1c of Appendix X-2 (Performance Failure Deductions), as applicable.

**5.2 Unavailability as Sole Cause of Performance Failure Deductions**

No Performance Failure Deduction will be made if the Performance Failure to which it relates arises solely as a result of the Unavailability of the Functional Unit in which Services were to be provided.

**5.3 Multiple Unavailability Events with the Same Root Cause**

If the root cause of a series of Unavailability Events is substantially the same, whether or not Developer Rectifies any or all of the Events within the applicable Rectification Period, a Deduction of \$1,000 (Index-Linked) in addition to any other Unavailability Deduction imposed under this Exhibit, will apply per Event on the occurrence of any of the following:

(a) The third such Event in a single day (having occurred in one School) and on the occurrence of each subsequent such Event following the third such Event (having occurred in one School) on the same day; and

(b) The fourth such Event (having occurred in one School) in a rolling consecutive seven-day period and on the occurrence of each subsequent such Event (having occurred in one School) in that seven-day period.

#### **5.4 LEED Deduction**

If, at the end of the LEED Cure Period, the Independent Engineer determines that a School still does not satisfy the LEED Requirements, a one-time Deduction of Fifty Thousand Dollars (\$50,000) will be imposed for each applicable School. Every day thereafter until the Independent Engineer determines that a School has satisfied the LEED Requirements, there shall be a Deduction of One Thousand Dollars (\$1,000) per day per School up to a maximum aggregate for such daily Deductions, per School, of One Hundred Thousand Dollars (\$100,000).

### **ARTICLE 6 RESPONSE TIME**

#### **6.1 Help Desk and Maintenance Personnel Responses to an Event**

The Parties acknowledge that the Help Desk may be automated or may be staffed by administrative staff not charged with the responsibility for Rectifying reported Events, and the responsibility for Rectification will rest with Developer's appropriately trained and skilled Field Maintenance Persons. The Help Desk shall promptly inform the Field Maintenance Person on duty at the time the Event is reported to the Help Desk that an Event has been reported. The Field Maintenance Person shall promptly acknowledge to the Help Desk that he or she has received the report and will Respond to the Event.

#### **6.2 Calculation of Required Response Times**

The Required Response Time for the Field Maintenance Person to Respond to a reported Event shall be measured from the Reported Event Time. Required Response Times shall accumulate on a 24-hour basis.

#### **6.3 Required Response Time for Unavailability Events**

The Required Response Time for Unavailability Events shall be as follows unless otherwise agreed to by the Parties in accordance with Section 2.5 (Rescheduling of Maintenance) of Appendix W-1 to Exhibit W (Services Requirements):

<b>Unavailability Event Classification</b>	<b>Required Response Time</b>
Emergency Event	30 minutes
Critical Event	60 minutes
Routine Event	120 minutes

## 6.4 Required Response Time for Performance Failures

Unless otherwise stipulated in the Agreement or agreed to in accordance with Section 2.5 (Rescheduling of Maintenance) of Appendix W-1 to Exhibit W (Services Requirements), the Required Response Time for Performance Failures shall be as follows:

Performance Failure Priority Classification	Required Response Time
Urgent	30 minutes
High	60 minutes
Low	120 minutes

## ARTICLE 7 RECTIFICATION PERIODS

### 7.1 No Rectification Period

In the event of a Performance Failure for which there is no Rectification Period stipulated in the Agreement (as indicated in Table 1 to Appendix X-2 (Performance Failure Deductions)), PGCPs will make the applicable Performance Failure Deduction, in accordance with Section 5.1(b) (Deductions for Performance Failures) of this Exhibit, immediately upon occurrence of the Performance Failure.

### 7.2 Calculation of Rectification Periods

(a) Rectification Periods for all Critical Events, all Routine Events, and Performance Failures that have “High” or “Low” priority classification as indicated in Table 1 to Appendix X-2 (Performance Failure Deductions) shall begin at the end of the Actual Response Time and accumulate only during Operating Hours.

(b) Rectification Periods for Emergency Events and Performance Failures that have an “Urgent” priority classification as indicated in Table 1 of Appendix X-2 (Performance Failure Deductions) shall begin at the end of the Actual Response Time and accumulate on a 24-hour basis.

### 7.3 First Rectification Period

If (a) a Performance Failure or an Unavailability Event occurs for which there is a Rectification Period (other than a deemed Unavailability Event due to the Total Unavailability of any School), and (b) Developer Rectifies the Performance Failure or Unavailability Event within the first Rectification Period, no Deduction will be made for such Performance Failure or Unavailability Event.

### 7.4 Subsequent Rectification Periods

For any Performance Failure or Unavailability Event described in Section 7.3 (First Rectification Period) which is not Rectified by the end of the first Rectification Period, a Deduction shall be applied at the start of the second Rectification Period, and an additional Deduction shall

be applied at the start of each subsequent Rectification Period until the Performance Failure or Unavailability Event is Rectified.

## **ARTICLE 8 RECTIFICATION PLANS AND TEMPORARY REPAIRS**

### **8.1 Right to Submit a Rectification Plan Proposal**

If Developer is unable to Rectify an Unavailability Event within the applicable Rectification Period due to the need for specialized materials or personnel that are not required by the Agreement to be immediately available at the applicable School and are not, and cannot reasonably be expected to be, available at such School, then Developer shall have the right to propose a rectification plan (each, a **“Rectification Plan”**) in accordance with the terms of this Article.

### **8.2 Rectification Plan Proposal**

Any Rectification Plan proposed by Developer (the **“Rectification Plan Proposal”**) shall be consistent with Good Industry Practice and include, at a minimum:

- (a) a Temporary Repair, if needed, including the period within which to complete the Temporary Repair (the **“Temporary Repair Deadline”**);
- (b) a temporary modification to the Availability Condition for the relevant Functional Unit until the Permanent Repair is completed (the **“Temporary Availability Condition”**);
- (c) the Permanent Repair; and
- (d) the period within which to complete the Permanent Repair (the **“Permanent Repair Deadline”**).

Developer may not carry out such Rectification Plan until the Rectification Plan Proposal is approved in writing by PGCPs in accordance with Section 8.3 (Rectification Plan Considerations and Approvals); however, consistent with Developer’s obligations under the Agreement, Developer shall take all reasonable and necessary measures to ensure the affected area remains safe and to mitigate further damage while Developer is preparing and PGCPs is reviewing the Rectification Plan Proposal.

Developer shall notify PGCPs as soon as practicable, and in any event within two (2) hours, following its Response to an Event of its intention to submit a Rectification Plan Proposal. Where a Rectification Plan Proposal is submitted to PGCPs, the beginning of the first Rectification Period for the relevant Unavailability Event shall be deemed to be the start of the second Rectification Period that would have otherwise accrued for such Event, subject to the potential for such Rectification Period to be suspended in accordance with Section 8.3 (Rectification Plan Considerations and Approvals). For clarity, in the event that Developer submits a Rectification Plan Proposal to PGCPs after the end of the first Rectification Period otherwise applicable for the relevant Unavailability Event, PGCPs will still consider such proposal in accordance with this Article but shall have the right to claim Deductions for any subsequent Rectification Periods that begin before the Rectification Plan Proposal is submitted.



### **8.3 Rectification Plan Considerations and Approvals**

Upon receipt of a Rectification Plan Proposal:

(a) Within two (2) hours of receipt of a Rectification Plan Proposal related to an Emergency Event, Critical Event, or Performance Failure with an “Urgent” priority classification, or within twenty-four (24) hours of receipt of a Rectification Plan Proposal related to a Routine Event or non-Urgent Performance Failure, PGCPS will notify Developer in writing of its approval or rejection of the Rectification Plan Proposal, to be decided in PGCPS’ sole discretion, acting reasonably.

(b) The Rectification Period for the relevant Unavailability Event shall not run during the time between when PGCPS receives a Rectification Plan Proposal and Developer receives PGCPS’ decision approving or rejecting the Rectification Plan Proposal; provided, however, that in the event that PGCPS rejects a Rectification Plan Proposal on the basis that, in PGCPS’s sole discretion, acting reasonably, Developer did not have the right to make the Rectification Plan Proposal under Section 8.1 (Right to Submit a Rectification Plan Proposal), the Rectification Periods for the relevant Event shall accrue as though no Rectification Plan Proposal was made to PGCPS.

(c) Developer may revise the Rectification Plan Proposal and resubmit such proposal to PGCPS as a new Rectification Plan Proposal pursuant to this Article.

### **8.4 Rectification Plan Performance**

Upon PGCPS’ approval of a Rectification Plan,

(a) The Availability Condition for the relevant Functional Unit will be modified to be the Temporary Availability Condition included in the Rectification Plan; and

(b) if either the Temporary Repair (if applicable) or the Permanent Repair is not completed by the relevant deadline, the Temporary Availability Condition will cease to be the Availability Condition, and PGCPS shall be entitled to make all applicable Unavailability Deductions with effect from such cessation.

Except as expressly provided, nothing in this Article 8 (Rectification Plans and Temporary Repairs) will limit PGCPS’s entitlement to Deductions within the applicable Rectification Periods.

## **ARTICLE 9 TEMPORARY ALTERNATIVE ACCOMMODATION**

### **9.1 Developer Option to Provide**

If an Unavailability Event occurs, Developer may offer PGCPS Temporary Alternative Accommodation by notice (the “**Temporary Alternative Accommodation Notice**”) to PGCPS.

### **9.2 Accommodation Requirements**

The Temporary Alternative Accommodation must:

- (a) comply with the Availability Condition for the Functional Units affected by the Unavailability Event for which the Temporary Alternative Accommodation is offered;
- (b) be a temporary alternative having regard to the facts and the circumstances in existence;
- (c) be upon terms which are not materially different from the terms upon which PGCPS occupied the affected Functional Unit;
- (d) unless PGCPS otherwise agrees, be an accommodation that Developer is not already obligated to provide to PGCP;S;
- (e) be supplied with the Services to the standards set out in Exhibit W (Services Requirements) which Developer would under normal circumstances be providing within the Unavailable Functional Unit;
- (f) not involve PGCP;S incurring any additional cost or charges in respect of the Temporary Alternative Accommodation, including the reasonable costs of any relocation to and from the Temporary Alternative Accommodation; and
- (g) be in reasonable proximity to the School, be reasonably accessible by public and private transport, and have adequate parking.

### **9.3 Notice Requirements**

The Temporary Alternative Accommodation Notice must:

- (a) describe the Temporary Alternative Accommodation;
- (b) invite PGCP;S to inspect the Temporary Alternative Accommodation and give PGCP;S reasonable notice of a time and a date when it may do so;
- (c) set out Developer’s proposals regarding the timing and coordination of relocation to the Temporary Alternative Accommodation;
- (d) specify the date (which must be agreed by PGCP;S before the submission of the written notice) by which Developer reasonably expects PGCP;S to be able to relocate back to the applicable Functional Unit (the “**Return Date**”); and
- (e) describe the terms upon which PGCP;S will be entitled to occupy such Temporary Alternative Accommodation, including the proposed division of such accommodation into Functional Units and the weighting to be attributed to them for the purposes of the operation of this Exhibit.

### **9.4 Acceptance by PGCP;S**

PGCP;S may, in its sole discretion, refuse or accept any proposed Temporary Alternative Accommodation. If PGCP;S wishes to inspect the Temporary Alternative Accommodation, PGCP;S will do so within seven (7) days of receipt of the Temporary Alternative Accommodation

Notice. PGCPs will notify Developer in writing of its acceptance or refusal of the proposed Temporary Alternative Accommodation within twenty-four (24) hours of its inspection or, if PGCPs has elected not to inspect, within seven (7) days of receipt of the Temporary Alternative Accommodation Notice.

### **9.5 Effect of Acceptance**

If PGCPs accepts the offer of Temporary Alternative Accommodation:

(a) which is not within the School then, without affecting PGCPs' remedial rights under the Agreement, PGCPs will not be entitled to vacate the Temporary Alternative Accommodation until the earlier of the Return Date and the date on which PGCPs is entitled and able to return to and use the Functional Unit in accordance with the agreed program for return and re-commissioning referred to in Section 9.8 (Return to Functional Unit) of this Exhibit; and

(b) which is within the School and PGCPs subsequently needs such Temporary Alternative Accommodation in connection with needs that were not anticipated at the time PGCPs agreed to occupy the space, then PGCPs will be entitled to vacate the Temporary Alternative Accommodation.

### **9.6 Additional PGCPs Costs**

Except in the case where the Temporary Alternative Accommodation is required as a direct result of a Relief Event, Developer will pay for any additional reasonable and direct costs and expenses incurred by PGCPs in respect of Temporary Alternative Accommodation, including reasonable relocation costs to and from the Temporary Alternative Accommodation.

### **9.7 Deduction**

If PGCPs accepts Developer's offer of Temporary Alternative Accommodation, no further Deductions will be made in respect of a Functional Unit vacated by PGCPs while the Temporary Alternative Accommodation replacing that Functional Unit is being used by PGCPs. PGCPs will be entitled to make Deductions in respect of any Performance Failure or Unavailability Event which occurs in the Temporary Alternative Accommodation as if the Temporary Alternative Accommodation was the Functional Unit which it replaced and any Deduction in respect of an Unavailability Event will be calculated using the Unavailability Deduction amounts attributed to such Functional Unit.

### **9.8 Return to Functional Unit**

When Developer has completed the required works to enable PGCPs to return to the Functional Unit, PGCPs will confirm that the Availability Condition is met for the Functional Unit, and PGCPs and Developer will agree to a relocation program to return to the Functional Unit and any necessary period for re-commissioning.

## **9.9 Failure to Complete Works**

If PGCPs has accepted the proposed Temporary Alternative Accommodation and Developer fails to complete the works to enable PGCPs to return to the relevant Functional Unit on the Return Date:

(a) the Temporary Alternative Accommodation will be deemed to be Unavailable with effect from the Return Date until the date on which the Unavailability Event has been Rectified, and PGCPs is able to resume its use of the Functional Unit; and

(b) PGCPs may, in its absolute discretion, vacate the Temporary Alternative Accommodation at any time after the Return Date or remain in occupation, and in the latter circumstance a fifty percent (50%) reduction will apply with respect to the Unavailability Deduction.

## **9.10 Longstop Return Date**

PGCPs will specify a date (the “**Longstop Return Date**”), being a date no earlier than sixty (60) days after the Return Date, or as may be extended by PGCPs at Developers’ request, if 60 days is commercially unreasonable, by which the Rectification must be completed and if Developer fails to complete the Rectification of the Functional Unit for which the Temporary Alternative Accommodation is a replacement by the Longstop Return Date:

(a) PGCPs may (without prejudice to its rights under the Agreement, including Developer Default, or any other express rights of PGCPs under the Agreement) take such steps as it considers to be appropriate (either itself or by engaging others to take such steps) to restore the Functional Unit to a condition that satisfies in all respects the requirements of the Agreement; and

(b) Developer will reimburse PGCPs for all reasonable direct costs and expenses incurred by PGCPs in relation to taking the steps, or engaging others to take the steps, referred to in subsection (a) of this Section 9.10 (Longstop Return Date), and PGCPs will be entitled to deduct any such amount from any amounts payable to Developer under the Agreement.

# **ARTICLE 10 REVIEW OF FUNCTIONAL UNITS AND DEDUCTIONS**

## **10.1 Initiation of Review**

The identification of Functional Units, Performance Failures, Required Response Times, Rectification Periods, and the amount of Deductions for each category of Performance Failure and for Unavailability Events will be reviewed by PGCPs and Developer at any time if requested by either Party, but in any event will be reviewed at the following times, unless otherwise agreed by the Parties:

(a) at such time as the design phase has been completed in all material respects in accordance with Exhibit Q (Design-Build Quality Management Plan);

(b) following the School Occupancy Readiness Date for each School;

(c) following the Project Readiness Date, at least once every three (3) years throughout the Term;

(d) in connection with any Services Changes under Article 15 (Project Changes and Additions) of the Agreement; and

(e) in the circumstances relating to Relief Events.

PGCPS and Developer will act reasonably and diligently in carrying out the review, which will not exceed thirty (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 Services or the likely magnitude of Deductions.

### **10.2 Results of Review**

PGCPS and Developer 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 following Contract Year; or

(b) agree to adjustments to the relevant matter to take effect in the following Contract Year, which such adjustments shall be memorialized in writing as an amendment to this Exhibit.

If the Parties agree on any changes, each in their sole discretion, such changes shall be memorialized in a written amendment signed by both Parties. If the Parties do not execute such an amendment within thirty (30) days after completion of the review, then no changes shall be made. For the avoidance of doubt, if any changes that are agreed alter the overall risk profile of the relevant Service, the matter will be deemed a Services Change subject to the provisions of Section 15.6 (Services Changes) of the Agreement.

### **10.3 Effective Time of Adjustments**

Any adjustment pursuant to a review will be effective at the date set forth in the amendment described in Section 10.2 (Results of Review) of this Exhibit.

## **ARTICLE 11 FAILURE BY DEVELOPER TO MONITOR OR REPORT**

### **11.1 Performance Monitoring Report**

The quarterly Performance Monitoring Reports produced by Developer for any Quarter in accordance with Section 5.2 (Periodic Reporting) of Exhibit W (Services Requirements) will be the initial source of the information regarding the performance of the Services for the relevant Billing Periods for the purposes of calculating the relevant Deductions.

## 11.2 Reporting Failures

Any failure of Developer to prepare and submit to PGCPs a Performance Monitoring Report in accordance with Exhibit W (Services Requirements) (a “**Reporting Failure**”) will be deemed to be a Low level Performance Failure on the first day each Performance Monitoring Report is due and not submitted, in accordance with Item 24 of Table 1 of Appendix X-2 (Performance Failure Deductions) to this Exhibit, and an additional High level Performance Failure each day thereafter until submitted, in accordance with Item 25 of Table 1 of Appendix X-2 (Performance Failure Deductions) to this Exhibit.

## 11.3 Reporting Errors

If Developer fails in any Performance Monitoring Report to accurately report or timely and accurately report an Event (each of which, a “**Reporting Error**”):

(a) such failure will be deemed to be a new Medium level Performance Failure, in accordance with Item 26 of Table 1 of Appendix X-2 (Performance Failure Deductions) to this Exhibit, for each Event that has been misreported. The relevant Deduction for the new Medium level Performance Failure will be made in addition to the Deductions that would have been made had there been no failure to monitor or report;

(b) PGCPs will be entitled to make Deductions in respect of any Performance Failures or Unavailability Events in the manner prescribed in this Exhibit, and the Performance Monitoring Report(s) and invoice(s) with respect to all Billing Periods affected by such failure will be restated to include any such Deductions; and

(c) To the extent the amount paid to Developer for the affected Billing Periods exceeds the amount in the restated invoices for such Billing Periods, such amount shall be carried forward as an adjustment to the Availability Payment for the subsequent Billing Period.

## 11.4 Misconduct

If PGCPs’s inspection or investigation of records reveals, on the part of any Developer Person, that a Reporting Error was caused by:

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

then, in accordance with Item 27 of Table 1 of Appendix X-2 (Performance Failure Deductions) to this Exhibit, a new High level Performance Failure will be deemed to have occurred for each Event that has been misreported. The relevant Deduction for the new High level Performance Failure will be made in addition to the Deductions that would have been made had there been no misreporting.

**ARTICLE 12**  
**THRESHOLDS FOR INCREASED MONITORING AND REPLACEMENT OF**  
**NON-PERFORMING CONTRACTORS**

**12.1 Increased Monitoring**

If:

- (a) Developer has accrued Deductions in any three (3) consecutive Billing Periods that amount to ten percent (10%) or more of the Services Charges for each such Billing Period; or
- (b) a Reporting Error of a similar nature occurs on more than three occasions during any four (4) consecutive Quarters.

PGCPS may increase its monitoring of the performance by Developer under the Agreement and carry out any inspections and audits which PGCPS reasonably requires for a period of up to ninety (90) days; provided, however, that Reporting Errors caused by a clerical or other administrative error will not result in increased monitoring, but Developer will undertake necessary corrective action to the Performance Monitoring Program upon approval from PGCPS. Developer will reimburse PGCPS for all reasonable and substantiated costs and expenses incurred by PGCPS in carrying out such additional monitoring, inspections, and audits within five (5) Business Days after PGCPS delivers an invoice to Developer for such amounts. PGCPS will also require Developer to provide and implement a remedial plan to address the failures giving rise to such Deductions.

**12.2 Replacement of Non-Performing Services Provider or Subcontractor**

(a) If Developer has accrued Deductions in any six (6) consecutive Billing Periods that amount to fifteen percent (15%) or more of the Services Charges for each such Billing Period, PGCPS may, by notice to Developer (a “**Contractor Termination Notice**”), require Developer to cause:

- (1) the termination of the Subcontract of the Subcontractor or Subcontractors, if any, delivering the Service which gave rise to such Deductions; or
- (2) if the Service which gave rise to such Deductions is being provided directly by the Services Provider, the termination of the Services Provider’s engagement to provide such Service.

Within ninety (90) days of receipt of the Contractor Termination Notice, Developer will cause a replacement of such Subcontractor or Subcontractors or the Services Provider (in respect of such Services) as the case may be, in accordance with the Agreement.

**12.3 Calculations**

For purposes of Section 12.1 (Increased Monitoring) and Section 12.2 (Replacement of Non-Performing Services Provider or Subcontractor), when calculating the amount of Deductions incurred in the applicable Billing Periods, neither (i) Deductions for Total Unavailability nor (ii) LEED Deductions applied pursuant to Section 5.4 (LEED Deductions) shall be included in such calculation.

## APPENDIX X-1

### UNAVAILABILITY DEDUCTIONS

Unavailability Deductions shall be determined in accordance with this Appendix X-1 (Unavailability Deductions) and may be imposed by PGCPs in accordance with this Exhibit.

Table 1 lists and defines the Functional Units which may become Unavailable. Each Functional Unit is identified in Table 1. Table 1 also indicates the priority classification of each Functional Unit (low, high, or highest). The priority classification of each Functional Unit reflects the degree to which each Functional Unit is central to the primary mission and purpose of the Project and thus results in more severe deductions for higher priority Functional Units.

Table 2, when read with Table 1, establishes the appropriate Deduction for each Unavailability Event.

**Table 1 - Functional Unit Priority Classification**

Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
<b>1.0 ACADEMIC CODE</b>										
1.1	Academic Core	Learning	Academic Classroom/ Studios (Middle Grades)	38	38	36	38	38	38	Highest
1.2	Academic Core	Learning	Pre-Kindergarten	-	-	-	-	4	-	-
1.3	Academic Core	Learning	Kindergarten	-	-	-	-	5	-	-
1.4	Academic Core	Learning	Primary (Grades 1-3)	-	-	-	-	15	-	-
1.5	Academic Core	Learning	Intermediate (Grades 4-5)	-	-	-	-	10	-	-
1.6	Academic Core	Learning	Collaborative Learning Areas (informal)	3	3	3	3	6	3	Low
1.7	Academic Core	Learning	Outdoor Learning Areas (patios, porches, green roofs)	3	3	3	3	6	3	Low
1.8	Academic Core	Learning	Science Classroom/ Lab	9	9	9	9	9	9	Highest



Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
1.9	Academic Core	Learning	Science Prep	3	3	3	3	3	3	
1.10	Academic Core	Learning	Small Gr Instruction/Resource Rooms	6	6		6	12	6	High
1.11	Academic Core	Learning	Special Needs Classroom/ Studios	3	4	4	4	6	3	Highest
1.12	Academic Core	Learning	Speech/OT/PT Room	1	1	1	1	1	1	Highest
1.13	Academic Core	Learning	STEAM	1	1	1	1	2	1	Highest
1.14	Academic Core	Support	Student Services Offices	6	6	6	6	10	6	High
1.15	Academic Core	Support	Teacher Support Rooms	3	3	3	3	5	3	Low
1.16	Academic Core	Support	Technology Storage	3	3	3	3	3	3	Low
1.17	Academic Core	Support	Server Room	1	1	1	1	1	1	Highest
1.18	Academic Core	Support	Large Group Restroom	1	1	1	1	1	1	Highest
<b>2.0 ADMINISTRATIVE</b>										
2.1	Administrative	Support	Lobby (Main)	1	1	1	1	1	1	High
2.2	Administrative	Support	Reception/ Waiting Area	1	1	1	1	1	1	High
2.3	Administrative	Administrative	Principal's Office	1	1	1	1	1	1	High
2.4	Administrative	Administrative	Administrative Assistant's Office	1	1	1	1	1	1	Highest
2.5	Administrative	Support	Administrative Workroom	1	1	1	1	1	1	High
2.6	Administrative	Administrative	Business Manager's Office	1	1	1	1	1	1	Low
2.7	Administrative	Support	Conference Room	1	1	1	1	2	1	Low
2.8	Administrative	Support	Mail Room	1	1	1	1	1	1	High
2.9	Administrative	Support	Security Center/ Command Room	1	1	1	1	1	1	Highest

Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
2.10	Administrative	Support	Staff Break Room	1	1	1	1	2	1	Low
2.11	Administrative	Support	Supply (General)/ Administrative Storage	1	1	1	1	2	1	Low
2.12	Administrative	Support	Text Book Room	1	1	1	1	2	1	Low
2.13	Administrative	Support	Toilet (Adult)	1	1	1	1	3	1	Highest
2.14	Administrative	Support	Assistant Principal Suite	-	-	-	-	2	-	High
2.15	Administrative	Support	Student Services Reception	-	-	-	-	1	-	Low
2.16	Administrative	Support	Parking	2	2	2	2	2	2	High
2.16	Administrative	Support	Student Services Office	-	-	-	-	7	-	
2.17	Administrative	Support	Student Services Conference Room	-	-	-	-	1	-	
2.18	Administrative	Support	Records Storage	-	-	-	-	1	-	Highest
2.19	Administrative	Support	Family Center/Parent Resource PTA Storage	-	-	-	-	1	-	
2.20	Administrative	Support	After School Storage	-	-	-	-	1	-	Low
<b>3.0 GUIDANCE/STUDENT SERVICES</b>										
3.1	Guidance/ Student Services	Administrative	Guidance/ Student Services Suite	1				-	1	High
3.2	Guidance/ Student Services	Support	Reception/ Welcome Center	1	1	1	1	-	1	Low
3.3	Guidance/ Student Services	Learning	Conference/Testing Rooms	1	1	1	1	-	1	High
3.4	Guidance/ Student Services	Administrative	Guidance Offices	6	6	6	6	-	6	High
3.5	Guidance/ Student	Support	Parent Resource Center	1	1	1	1	-	1	Low

Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
	Services									
3.6	Guidance/ Student Services	Support	Records Storage	1	1	1	1	-	1	Low
3.7	Guidance/ Student Services	Toilet	Toilet (Adult)	1	1	1	1	-	1	Highest
<b>4.0 HEALTH SUITE</b>										
4.1	Health Suite	Health	Health Suite	1				1	1	Highest
4.2	Health Suite	Health Administrative	Reception/ Waiting Area	1	1	1	1	1	1	High
4.3	Health Suite	Health	Cot Rooms	2	2	2	2	3	2	High
4.4	Health Suite	Health	Exam Room/ Treatment Area	1	1	1	1	1	1	Highest
4.5	Health Suite	Health Support	Office	1	1	1	1	2	1	High
4.6	Health Suite	Support	Storage	1	1	1	1	1	1	Low
4.7	Health Suite	Toilet	Toilet	2	2	2	2	3	2	Highest
<b>5.0 MAINTENANCE &amp; CUSTODIAL</b>										
5.1	Maintenance and Custodial	Support	Receiving and storage	1	1	1	1	1	1	Low
5.2	Maintenance and Custodial	Maintenance Administrative	Custodial Office	1	1	1	1	2	1	Low
5.3	Maintenance and Custodial	Support	Custodial Closet and Storage	4	4	4	4	4	4	Low
5.4	Maintenance and Custodial	Toilet	Toilet/Shower/Lockers	2	2	2	2	2	2	Highest
<b>6.0 MEDIA CENTER</b>										
6.1	Media Center	Media Center	Media Commons Independent and on-line learning	1	1	1	1	1	1	High
6.2	Media Center	Media Center	Primary Reading and Storytelling Library	-	-	-	-	1	-	-
6.3	Media Center	Support	Equipment Storage	1	1	1	1	1	1	Low

Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
6.4	Media Center	Support	Head End Room	1	1	1	1	1	1	High
6.5	Media Center	Digital Media Arts Suite	Production Multi-media Studio	1	1	1	1	1	1	High
6.6	Media Center	Digital Media Arts Suite	Control Room	1	1	1	1	1	1	High
6.7	Media Center	Digital Media Arts Suite	Editing/learning studio	-		1		1	1	High
6.8	Media Center	Digital Media Arts Suite	Innovation Lab	1	1	1	1	1	1	High
6.9	Media Center	Toilet	Toilet (Staff)	1	1	1	1	2	1	Highest
6.10	Media Center	Support	Workroom/Office	1	1	1	1	1	1	Low
<b>7.0 PERFORMING ARTS</b>										
7.1	Performing Arts	General Music	General Music Room w/Storage	-	-	-	-	2	-	-
7.2	Performing Arts	General Music	Band/ General Music	1	1	1	1	1	1	High
7.3	Performing Arts	General Music	Orchestra/Guitar	1	1	1	1		1	High
7.4	Performing Arts	General Music	Choral/ Keyboard	1	1	1	1	1	1	High
7.5	Performing Arts	General Music	Choral Storage	1	1	1	1	1	1	Low
7.6	Performing Arts	General Music	Instrument Storage	1	1	2	1	1	1	Low
7.7	Performing Arts	General Music	Practice Rooms	2	2	2	2	2	2	High
7.8	Performing Arts	Stage	Stage Sound and Light Control Room	1	1	1	1	1	1	High
7.9	Performing Arts	Stage Support	Stage Storage	1	1	1	1	1	1	Low
7.10	Performing Arts	Stage Support	Drama Lab and small performance space/ storage/office	-						Low
7.11	Performing Arts	Dance	Dance Studio (Arts elective) Office	1	1	1	1	1	1	Low

Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
7.12	Performing Arts	Support	Bathrooms w/Changing Area	2	2	2	2	2	2	Highest
7.13	Performing Arts	Support	Office	1	1	1	1	1	1	Low
7.14	Performing Arts	Dance	Dance Studio	1	1	1	1	1	1	Low
<b>8.0 PHYSICAL EDUCATION &amp; ATHLETICS</b>										
8.1	Physical Education	Indoor	Lobby	1	1	1	1	1	1	Low
8.2	Physical Education	Indoor	Gymnasium Bleacher Seating	1	1	1	1	1	1	High
8.3	Physical Education	Indoor	Auxiliary Gym	-	-	-	-	1	-	High
8.4	Physical Education	Indoor	Wellness Lab	1	1	1	1	1	1	High
8.5	Physical Education	Indoor	Laundry	1	1	1	1	1	1	Low
8.6	Physical Education	Indoor	Offices (Department)	3	3	2	3	3	3	Low
8.7	Physical Education	Indoor	P.E. Locker Rooms/Showers	2	2	2	2	2	2	Highest
8.8	Physical Education	Indoor	Storage	3	3	3	3	3	3	Low
8.9	Athletics	Outdoor	Basketball Court	4	4	4	4		4	High
8.10	Athletics	Outdoor	Athletic Multipurpose Field	1	1	1	1	1	1	High
8.10	Athletics	Outdoor Support	Exterior Grounds Equipment Storage	1	1	1	1	1	1	Low
8.11	Athletics	Outdoor	Athletics Fields	1	2	1	1	2	2	High
8.12	Athletics	Outdoor	Outdoor Learning Spaces	1	1	1	1	1	2	Low
8.13	Athletics	Outdoor Support	Structured Play Area – Primary Grades	-	-	-	-	1	-	High

Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
8.14	Athletics	Outdoor Support	Protected Preschool Play Area	-	-	-	-	1	-	High
8.10	Physical Education	Indoor	PE / Gym	2	2	2	2	2	2	High
<b>9.0 STUDENT DINING &amp; FOOD SERVICE</b>										
9.1	Student Dining	Cafeteria	Cafeteria/Commons	1	1	1	1	1	1	Highest
9.2	Student Dining	Cafeteria	Chair Storage	1	1	1	1	1	1	Low
9.3	Food Service	Food Prep	Kitchen	1	1	1	1	1	1	Highest
9.4	Food Service	Support	Serving Area	1	1	1	1	1	1	Highest
9.5	Food Service	Support	Office	1	1	1	1	2	1	Low
9.6	Food Service	Support	Receiving/Maintenance Closet	1	1	1	1	1	1	Low
9.7	Student Dining	Toilet	Toilet/Shower/Locker area	2	2	2	2	2	2	Highest
<b>10.0 VISUAL ARTS</b>										
10.1	Visual Arts	Arts	Multi-Purpose Arts Studios	2	2	2	2	3	2	High
10.2	Visual Arts	Arts	Kiln Room	1	1	1	1	1	1	Low
10.3	Visual Arts	Support	Storage	2	2	2	2	3	2	Low
<b>11.0 BUILDING SUPPORT</b>										
11.1	Building Support	Misc.	Public entrance vestibule	1	1	1	1	2	1	Highest
11.2	Building Support	Misc.	Public elevator	1	1	1	1	2	1	Highest
11.3	Building Support	Misc.	Queuing	1	1		1	2	1	Low
11.4	Building Support	Misc.	Security Screening	1	1	1	1	2	1	High
11.5	Building Support	Misc.	Security Office Storage	1	1	1	1	1	1	Low

Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
11.6	Building Support	Misc.	Telecom closet	1	1	1	1	2	1	High
11.7	Building Support	Misc.	Electrical closet							High
11.8	Building Support	Misc.	Security closet							High
<b>12.0 GENERIC LANGUAGE FOR ALL REGIONAL SPECIAL EDUCATION PROGRAMS</b>										
12.1	Regional Program	Learning	Classrooms	3	3	3	3	6	4	High
12.2	Regional Program	Learning	Classrooms w/Toilet	-	1	1	1	2	-	High
12.3	Regional Program	Support	Toilet/Changing Rooms	3	2	2	2	-	-	High
12.4	Regional Program	Learning	Sensory Room	-	1	1	1	2		High
12.5	Regional Program	Learning	Student Support	-	-	-	-	-	1	High
12.6	Regional Program	Learning	Independent Support	-	1	1	1	2	2	High
12.7	Regional Program	Support	OT/PT	1	1	-	-	-	-	High
12.8	Regional Program	Learning	Life Skills Lab w/Laundry	1	-	-	-	-	-	High
12.9	Regional Program	Support	Office	2	1	1	1	2	3	High
12.10	Regional Program	Support	Conference Room	1	1	1	1	2	1	High
12.11	Regional Program	Support	Teacher Support	1	-	-	-	-	-	High
12.12	Regional Program	Support	Program Transition Room	-	-	-	-	-	1	High
<b>13.0 WELLNESS HEALTH CENTER SPACE REQUIREMENTS</b>										
13.1	Wellness Center	Support	Reception/Waiting Area	1	1	1	1	1	1	High

Functional Unit Number	Category	Subcategory	Name / Description	No. of Units						Priority Classification
				Adelphi Area MS	Drew-Freeman MS	Hyattsville MS	Kenmoor MS	Southern Area K-8	Walker Mill MS	
13.2	Wellness Center	Support	Exam Rooms #1	1	1	1	1	1	1	High
13.3	Wellness Center	Support	Exam and Dental #2	1	1	1	1	1	1	High
13.4	Wellness Center	Support	Lab/Charting Area	1	1	1	1	1	1	High
13.5	Wellness Center	Support	Provider Offices	2	2	2	2	2	2	High
13.6	Wellness Center	Support	Mental Health Conference Room	1	1	1	1	1	1	High
13.7	Wellness Center	Support	Storage	2	2	2	2	2	2	High
13.8	Wellness Center	Support	Toilet	2	2	2	2	2	2	High

**Table 2 - Deductions for Unavailability Events**

Unavailability Event Classification	Functional Unit Priority Classification	Required Response Time	Length of Rectification Period (Hours)	Unavailability Deduction per Rectification Period
Emergency Event	Highest	30 minutes	4	\$675
	High	30 minutes	4	\$500
	Low	30 minutes	4	\$300
Critical Event	Highest	60 minutes	4	\$400
	High	60 minutes	4	\$300
	Low	60 minutes	8	\$200
Routine Event	Highest	120 minutes	24	\$300
	High	120 minutes	48	\$200
	Low	120 minutes	72	\$100



## APPENDIX X-2

### PERFORMANCE FAILURE DEDUCTIONS

Performance Failure Deductions not otherwise set forth in the Agreement shall be determined in accordance with this Appendix X-2 (Performance Failure Deductions) and may be imposed by PGCPS in accordance with this Exhibit.

Table 1 defines certain Performance Failures. Each Performance Failure is summarized in the Table. Table 1 also (a) indicates the priority classification of each Performance Failure (low, high, or urgent); (b) indicates whether or not Rectification of the Performance Failure is allowable before PGCPS may impose a Performance Failure Deduction; (c) indicates the second table to reference in Appendix X-2 (Performance Failure Deductions) for calculating Deductions; and (d) establishes the point at which a Performance Failure is determined (the Recording Frequency): annually (A), semi-annually (S), quarterly (Q), monthly (M), or per occurrence (PO).

**Table 1 - Performance Failures**

	Performance Failure	Priority Classification	Is Rectification Allowed?	Deduction Calculation Table	Recording Frequency
1	A failure to comply with the Handback Work Plan described in <u>Section 25.2.2</u> (Handback Survey) of the Agreement.	High	Yes	1a	PO
2	A failure to meet the Required Response Time for at least 90% of the aggregate Unavailability Events that occurred in the previous quarter.	High	No	1c	Q
3	A failure to meet the Required Response Time for at least 90% of the aggregate Performance Failures that occurred in the previous quarter.	Medium	No	1c	Q
4	A failure, not more specifically described elsewhere in this Appendix, to carry out Demand Maintenance related to Emergency Events in accordance with the Agreement.	Urgent	Yes	1a	PO
5	A failure, not more specifically described elsewhere in this Appendix, to carry out Demand Maintenance related to Critical Events in accordance with the Agreement.	High	Yes	1a	PO

	Performance Failure	Priority Classification	Is Rectification Allowed?	Deduction Calculation Table	Recording Frequency
6	A failure, not more specifically described elsewhere in this Appendix, to carry out Demand Maintenance related to Routine Events in accordance with the Agreement.	Low	Yes	1a	PO
7	Failure to comply with minimum Educational Specifications with regard to building materials and supplies.	High	Yes	1a	PO
8	Failure to remove any obstruction or remedy any other issue that inhibits emergency vehicle access or impedes access and egress to and from the Schools for vehicles or pedestrians.	High	Yes	1a	PO
9	Failure to keep any camera free from visual obstructions caused by trees, shrubs, or hedges.	High	Yes	1a	PO
10	A failure to Rectify Vandalism.	High	Yes	1a	PO
11	Failure of any fire alarm or sensor.	Urgent	Yes	1a	PO
12	Failure of any alarm relating to the server room, including but not limited to any temperature and moisture alarms.	Urgent	Yes	1a	PO
13	Failure to provide pest control services performed in accordance with Section 2.11 (Pest Control Services) of <u>Appendix W-1</u> .	High	Yes	1a	PO
14	Failure to have elevators be available, in aggregate, during 95% of the Operating Hours.	N/a	No	1c	M
15	Failure by Developer to free any occupant trapped in an elevator within 30 minutes of the Help Desk being informed of such mechanical failure.	High	No	1b	PO
16	Failure to maintain an adequate continuous supply of all Utilities 365(6) days per year, 24 hours a day	Urgent	Yes	1a	PO

	<b>Performance Failure</b>	<b>Priority Classification</b>	<b>Is Rectification Allowed?</b>	<b>Deduction Calculation Table</b>	<b>Recording Frequency</b>
	(excluding disruptions in service caused by a Utility company).				
17	Failure of Developer to provide notice, within thirty (30) minutes of receiving notice, to PGCPS of any scheduled interruptions to any Utility supply.	High	No	1b	PO
18	Failure to comply with the Life Cycle Plan as such plan may be revised with PGCPS' approval, which will not be unreasonably withheld, in accordance with the Agreement.	High	Yes	1a	PO
19	Failure to comply with the Environmental Management Plan as such plan may be revised with PGCPS approval in accordance with the Agreement.	High	Yes	1a	PO
20	Failure of the cellular distribution antenna or distributed antenna system, such that there is not adequate coverage in each School or first responder radio coverage in each School.	Urgent	Yes	1a	PO
21	Failure of the internet distribution or Wi-Fi antenna system, such that there is not adequate internet coverage in the School (except for disruptions in service caused by an Internet Service Provider).	Urgent	Yes	1a	PO
22	Failure to ensure that all hazard notices and safety signs are maintained, recorded, located, and displayed correctly, and fully serviceable.	High	Yes	1a	PO
23	Failure to answer 80% of Help Desk calls within 30 seconds during Operating Hours or, if outside of Operating Hours, failure to answer 80% of Help Desk calls within 30 minutes.	N/a	No	1c	M

	Performance Failure	Priority Classification	Is Rectification Allowed?	Deduction Calculation Table	Recording Frequency
24	For Emergency or Critical Events or “Urgent” Performance Failures, failure to answer 80% of emails or CMMS entries to the Help Desk within 15 minutes during Operating Hours or 30 minutes outside of Operating Hours. For Routine Events or “High” or “Low” Performance Failures, failure to answer 80% of emails or CMMS entries to the Help Desk within 30 minutes during Operating Hours or, if outside of Operating Hours, within 30 minutes into the Operating Hours of the next day.	N/a	No	1c	M
25	Each Reporting Failure (as further described in <u>Section 11.2</u> of this Exhibit X).	Low	No	1a	PO
26	Each day a Reporting Failure (as further described in <u>Section 11.2</u> of this Exhibit X) continues beyond the first twenty-four (24) hours.	High	No	1c	PO
27	Each Reporting Error, as further described in <u>Section 11.3</u> of Exhibit X, for any reason other than one described in <u>Section 11.4</u> (Misconduct) of Exhibit X.	Low	No	1b	PO
28	Each Reporting Error due to fraudulent action or inaction; deliberate misrepresentation, or gross misconduct or incompetence by Developer, as further described in <u>Section 11.4</u> (Misconduct) of Exhibit X.	High	No	1b	PO
29	Each failure other than a Reporting Failure to meet the required reporting and quality monitoring requirements as described in Exhibit W (Services Requirements) and <u>Article 18</u> (Reporting Requirements) of the Agreement.	High	Yes	1a	PO

	Performance Failure	Priority Classification	Is Rectification Allowed?	Deduction Calculation Table	Recording Frequency
30	Failure to maintain accurate and current CMMS records, equipment histories, and reports relative to Scheduled Maintenance and make such records (reflecting the full length of the Term) available for review by PGCPs at all times.	High	Yes	1a	PO
31	Failure to make records and information accessible to PGCPs in accordance with the Agreement, including access to the Performance Monitoring Program, the BMS, the CMMS, and all Help Desk and MBE/CBB contracting records.	High	Yes	1a	PO
32	Failure of Developer to comply with all testing and reporting requirements under all applicable PGCPs Policies, all applicable policies of insurance, and Applicable Law.	High	Yes	1a	PO
33	Each failure to prepare and submit to PGCPs any Plan in accordance with <u>Section 4</u> of Exhibit W within twenty-four (24) hours of the deadline for submitting such Plan.	Low	No	1b	PO
34	Each failure to prepare and submit to PGCPs any Plan (other than those described in Section 3.1 of <u>Exhibit W</u> ) in accordance with <u>Section 3</u> of Exhibit W within forty-eight (48) hours of the deadline for submitting such Plan.	High	No	1b	PO
35	Each day Developer fails to submit to PGCPs a Plan (other than those described in Section 3.1 of <u>Exhibit W</u> ) in accordance with <u>Section 3</u> of Exhibit W after the first forty-eight (48) hours following the deadline for submitting such Plan.	High	No	1b	PO
36	Failure to carry out 100% of Scheduled Maintenance on life safety and emergency systems	n/a	No	1c	M

	Performance Failure	Priority Classification	Is Rectification Allowed?	Deduction Calculation Table	Recording Frequency
	within the times scheduled in the Annual Service Plan and provide associated CMMS records to PGCPS.				
37	Failure to carry out a minimum of 85% of all other Scheduled Maintenance within the times scheduled in the Annual Service Plan and provide associated CMMS records to PGCPS.	n/a	No	1c	M
38	Failure to perform 100% of deferred Scheduled Maintenance to be completed within the month following its scheduled date and provide associated CMMS records to PGCPS.	n/a	No	1c	M
39	Failure to perform 100% of the statutory and regulatory requirements within the times scheduled in the Annual Service Plan.	n/a	No	1c	M
40	Failure to perform Facilities Maintenance at the times permitted in Section 2.4 and Section 2.5 of <u>Appendix W-1</u> .	High	No	1b	PO
41	Each failure of gas boilers to be maintained at a 98% or greater combustion efficiency rating level from base level to be determined in accordance with Good Industry Practice from commissioning data during years 1 to 5 of the Operating Period and years 1 to 5 following replacement or major refurbishment of the boilers.	N/A	No	1c	A
42	Each failure of gas boilers to be maintained at a 96% or greater combustion efficiency rating level from base level to be determined in accordance with Good Industry Practice from commissioning data during years 6 to 10 of the Operating	N/A	No	1c	A

	Performance Failure	Priority Classification	Is Rectification Allowed?	Deduction Calculation Table	Recording Frequency
	Period and years 6 to 10 following replacement or major refurbishment of the boilers.				
43	Each failure of gas boilers to be maintained at a 93% or greater combustion efficiency rating level from base level to be determined in accordance with Good Industry Practice from commissioning data after year 10 of the Operating Period or after year 10 following replacement or major refurbishment of the boilers	N/A	No	1c	A
44	Each breach of Applicable Law in carrying out Rectification or works of Temporary Repair. See <u>Section 2.7</u> of this Exhibit.	High	No	1b	PO
45	A failure to ensure that each Developer Person engaged in the delivery of the Services at all times complies with all Contract Standards, including those related to security clearances; personal identification, licensure and access control; physical and other searches of persons and property; control and detection of contraband; safety; key control; and tool control.	High	Yes	1a	PO
46	A failure to ensure that each Developer Person engaged in the delivery of the Services is at all times properly and adequately notified, trained and instructed with regard to all relevant health and safety standards associated with the Services to be performed and the rules, policies and procedures established by Developer concerning health and safety at work; all applicable fire precautions, procedures and contingency plans; and handling and usage of	High	Yes	1a	PO

	Performance Failure	Priority Classification	Is Rectification Allowed?	Deduction Calculation Table	Recording Frequency
	chemicals, including pesticides, herbicides and fertilizers, and other Hazardous Materials applicable to the Services to be performed.				
47	A failure to ensure that each Developer Person engaged in the delivery of the Services complies with MOSHA.	High	Yes	1a	PO
48	Failure by Developer to provide annual training to PGCPs staff of building operational requirements.	High	Yes	1a	PO

**Table 1a - Performance Failures for which Rectification is Allowed**

Performance Failure Priority Classification	Required Response Time	Length of Rectification Period (Hours)	Deduction per Rectification Period (Index-Linked)
Urgent	30 minutes	4	\$500
High	60 minutes	4	\$400
Low	120 minutes	48	\$150

**Table 1b - Performance Failures for which Rectification is Not Allowed**

Performance Failure Priority Classification	Deduction per Performance Failure (Index-Linked)
Urgent	\$500
High	\$400
Low	\$150



**Table 1c – Performance Failures Measured with a Percentage Performance Metric**

<b>Performance Failure Recording Frequency</b>	<b>Deduction (Index-Linked)</b>
Annually	\$1,000 per percentage point above the percentage required in the Performance Failure
Semi-Annually	\$650 per percentage point above the percentage required in the Performance Failure
Monthly	\$550 per percentage point above the percentage required in the Performance Failure

**EXHIBIT Y**  
**HANDBACK USEFUL LIFE REQUIREMENTS**

## HANDBACK USEFUL LIFE REQUIREMENTS

Developer will perform the Services in such a manner that on the Expiration Date, the remaining useful life of the following Project Components shall be:

Project Component	Minimum Remaining Useful Life
Basic Structure	30 years
Building Envelope	10 years
Interior Finishes and Millwork	5 years
Security/Audio Visual	5 years
High Voltage Distribution and Secondary Distribution Equipment	15 years
Emergency Electrical System	15 years
Emergency Power Source	5 years
Roads and Walkways	10 years
Plumbing System	5 years
Fire Suppression System	5 years
Communication System	5 years
Heating Ventilation and Air Conditioning System	15 years
Conveying Equipment	5 years
Building Management System	5 years