

Attachment E: PROPERTY MANAGEMENT AGREEMENT

between

DEPARTMENT OF TRANSPORTATION & PUBLIC
FACILITIES, STATE OF ALASKA

as Owner

and

[Company Name]

as Property Manager

for

BUILDING PROPERTY MANAGEMENT SERVICES

for the

DOT&PF DIVISION OF FACILITIES SERVICES (DFS)

Dated: (Date)

THIS PROPERTY MANAGEMENT AGREEMENT (“Agreement”) made this [day] of ???, 2021, by and between the STATE OF ALASKA, DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES (“Owner”), and [NAME OF COMPANY] (“Property Manager”).

RECITALS

A. Owner is Owner of that certain property described below:

- 1) **Robert B. Atwood Building (Atwood):** This 20-story office building and adjacent parking lots is located at 550 West 7th Avenue, Anchorage, Alaska is owned by the State of Alaska. The building is considered one of the highest quality Class A office buildings in Anchorage and includes an underground parking lot, a landscaped plaza at street level and two additional parking lots nearby. The total gross building areas of floors 1-19 is 313,257 square feet. Mechanical areas total 18,980 square feet. The basement parking garage and plaza totals 41,951 square feet. The total gross building area is 374,188 square feet. The total useable area is 251,786 square feet.
- 2) **Liny Pacillo Parking Garage (LPPG):** This ten story Parking Garage is located adjacent to the Atwood Building on 7th Avenue in Anchorage, Alaska is owned by the State of Alaska. The building contains approximately 369,000 square feet and has 830 parking stalls, with office/retail space on the first floor.
- 3) **Anchorage Legislative Office Building (ALOB):** This four-story building is located at 1500 West Benson Blvd in Anchorage Alaska is owned by the State of Alaska. The building contains a total of 47,684 square feet and includes satellite parking lots of 22,547 square feet and 152,053 square feet.

B. Owner engages Property Manager for the management of the Buildings listed under A, and Property Manager has agreed to accept the engagement on the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Property Management Agreement (Agreement) and for other good and valuable consideration, DOT&PF and [company name] (abbreviation) enter into this Agreement as defined below:

SECTION ONE: DEFINITIONS

SPECIFIC TERMS: As used in this agreement, the following terms shall have the respective meanings set forth in this Section.

1.01 ADDITIONAL SERVICES: The term “Additional Services” shall mean those services of Property Manager described in Request for Proposals 2521H016 as amended. This document is incorporated into this Agreement as Exhibit A.

1.02 ANNUAL FACILITY OPERATING PLAN: The term “Annual Facility Operating Plan” shall have the meaning set forth in the Request for Proposals document incorporated into this Agreement as **Exhibit A, RFP 2521H16 as amended.**

1.03 ANNUAL OPERATING PLAN: The term “Annual Operating Plan” shall have the meaning set forth in the Request for Proposals document incorporated into this Agreement as **Exhibit A, RFP 2521H16 as amended.**

1.04 BUILDING: The term “Building” is the singular term used to describe a building that is in the portfolio of Properties.

1.05 BUILDING LEASING FEE: The term “Building Leasing Fee” or “Building Leasing Fees” shall individually or collectively, as the context requires, have the meaning set forth in Section 5.10.

1.06 BUILDING MANAGER: The term “Building Manager” shall mean the individual designated by Property Manager to act as its representative and manager of the Building. The Building Manager shall maintain an office at the Property. Any change of the Building Manager, Assistant Building Manager, Administrative Assistant, or Property Accountant must be approved in writing by Owner. P r o p e r t y M a n a g e r must give Owner at least thirty days written notice of any such change.

1.07 BUILDING MANAGEMENT FEE: The term “Building Management Fee” shall have the meaning set forth in Section 5.01.

1.08 BUILDING OPERATING ACCOUNT: The term “Building Operating Account” shall have the meaning set forth in Section 7.06.

1.09 BUILDING REVENUE ACCOUNT: The term “Building Revenue Account” shall have the meaning set forth in Section 7.05.

1.10 BUILDING SUPPORT SERVICES FEE: The term “Building Support Services Fee” or “Building Support Services Fees” shall individually or collectively, as the context requires, have the meaning set forth in Section 5.11.

1.11 BUSINESS DAY: The term “Business Day” shall mean Monday through Friday excluding holidays recognized by the State of Alaska.

1.12 CONTRACT ADMINISTRATION: The term “Contract Administration” shall mean any action required to modify any term, condition, task, or contractual item that requires the issuance of any type of contractual document does not include Notice to Proceed documents (NTP). Contract Administration is performed by the Procurement Officer of Record as assigned by Owner and is not considered day to day contract management.

- 1.13 DFS:** The term “DFS” means the Division of Facilities Services, is a division of the DOT&PF.
- 1.14 DOT&PF:** The term “DOT&PF” means the Department of Transportation and Public Facilities is a department of the executive branch of the State of Alaska.
- 1.15 ENVIRONMENTAL LAWS:** The terms “Environmental Law” or “Environmental Laws” shall mean individually or collectively, as the context requires, any “Super Fund” or “Super Lien” law, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect, including, without limitation, the following, as the same may be amended or replaced from time to time, and all regulations promulgated there under or in connection therewith: the Super Fund Amendments and Reauthorization Act of 1986 (“SARA”); the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”); the Clean Air Act (“CAA”); the Clean Water Act (“CWA”); the Toxic Substances Control Act (“TSCA”); the Solid Wastes Disposal Act (“SWDA”), as amended by the Resource Conservation and Recovery Act (“RCRA”); the Hazardous Waste Management System; and the Occupational Safety and Health Act of 1970 (“OSHA”).
- 1.16 FISCAL YEAR:** The term “Fiscal Year” shall mean a one-year period covering the same period as the State’s fiscal year, which commences on July 1 of a given year and terminates on June 30 of the subsequent year.
- 1.17 GROSS MONTHLY COLLECTIONS:** The term “Gross Monthly Collections” shall mean the total gross monthly collections received from the Building, including without limitation, base rents, percentage rents and reimbursements or direct payments of taxes, insurance or other charges for which a private tenant is liable under its lease; all payments related to use of parking spaces; and other incidental reimbursements or payments due for use of the Building.
- 1.18 HAZARDOUS MATERIAL:** The terms “Hazardous Material” or “Hazardous Materials” shall mean and include individually or collectively, as the context requires, petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyl, and/or any hazardous, toxic or dangerous waste, substance or material defined as such, or as a Hazardous Substance or any similar term, by, in or for the purposes of the Environmental Laws, including, without limitation Section 101(14) of CERCLA, which is in a prohibited or regulated form or in excess of an allowable amount under applicable Environmental Laws.
- 1.19 LAA:** The term “LAA” means the Legislative Affairs Agency.
- 1.20 MANAGEMENT OFFICES:** The term “Management Offices” shall mean Property Manager’s offices located in the Building.
- 1.21 NOTICE:** The term “Notice” means a notice, request, demand or other communication pursuant to this Agreement, as set forth in Section 12.01.
- 1.22 NOTICE TO PROCEED:** The term “Notice to Proceed” shall mean the document issued by the State Contract Manager to authorize Property Manager to perform Project Management and Coordination Services as defined in Section 3.09.28 of this Agreement.
- 1.23 OWNER:** The term “Owner” means the State of Alaska.

-
- 1.24 PROCUREMENT OFFICER OF RECORD:** The Procurement Officer of Records is the DOT&PF Division of Administrative Services employee assigned the responsibility of performing contract administration duties to include contract renewals, amendments, cure letters, and any other contractual task that may be considered in excess of day to day management. The Procurement Officer of Record, the State Contract Manager, and Property Manager will work cooperatively during the administration of the contract.
- 1.25 PROPERTIES:** Properties is the collective term used to describe the portfolio of buildings Property Manager will be responsible for providing Property Management services at.
- 1.26 PROPERTY MANAGER:** The term “Property Manager” refers to the firm with whom Owner has contracted with to manage the Building consistent with the terms and conditions of this Agreement.
- 1.27 RELEASE:** The Term “Release” shall have the meaning given such term, or any similar term, in the Environmental Laws, including, without limitation, Section 101(22) of CERCLA.
- 1.28 RSF:** The term “RSF” stands for Rentable Square Footage.
- 1.29 STAFF:** The term “Staff” shall mean DOT&PF and LAA’s internal management staff.
- 1.30 STATE CONTRACT MANAGER:** The term “State Contract Manager” shall mean the individual designated by Owner to act as the contract manager to supervise the operation of the Properties and the activities of Property Manager in connection therewith, and to perform other contract administration consistent with the applicable requirements of AS 36.30 (State Procurement Code). Owner may change State Contract Manager at any time and for any reason, and, shall give Property Manager written notice of any such change.
- 1.31 TENANT:** The term “Tenant” shall mean individually or collectively, as the context requires, a lessee, licensee, concessionaire under a lease, or a public agency or entity of the State of Alaska or other party authorized by Owner to occupy space in the Building.
- 1.32 TENANT LEASE SERVICES:** The term “Tenant Lease Services” shall have the meaning set forth in the Request for Proposals document incorporated as **Exhibit A, RFP 2521H16 as amended**.
- 1.33 TERM:** The term “Term” shall have the meaning set forth in Section 2.02.
- 1.34 TERMINATE:** The terms “Terminate” or “Termination”, as the context requires, shall mean termination of this Agreement prior to its expiration date as a matter of right or pursuant to an event of default.
- 1.35 THE BUILDING:** The term “the Building” shall mean the real property and improvements identified above in Paragraph A of the Recitals.
- 1.36 SERVICE CONTRACTOR:** A “Service Contractor” is an independent entity with whom the State has contracted to provide trades, crafts, or services in connection with the operation, maintenance, or repair of the State properties that are the subject of this agreement.
-

SECTION TWO: ENGAGEMENT AND TERM

2.01 APPOINTMENT: Owner hereby appoints Property Manager, and Property Manager hereby accepts the appointment, as the sole and exclusive manager for the Building, subject to and upon the terms and conditions set forth in this Agreement.

2.02 TERM: The term (“Term”) of this Agreement shall begin approximately April 1, 2021, and shall expire on June 30, 2022 (“Expiration Date”), unless terminated earlier as provided herein.

This Agreement can be extended solely by the State for five renewal periods of one year each. While each renewal shall be initiated by the state, the renewal will require mutual agreement by the contractor. If the Agreement is extended, all terms and conditions remain in effect during the extension period unless otherwise agreed.

To the extent reasonably possible, Owner will give Property Manager written notice of at least sixty (60) days prior to the end of the Term if this Agreement is to be extended. If this Agreement is not extended by Owner, this Agreement may continue in force as a month-to-month agreement terminable by either party in accordance with Article 11.

2.03 AUTHORITY: Property Manager shall have the authority to enter upon such property of Owner and do such acts as reasonably needed to perform its duties and services pursuant to this Agreement and the Annual Operating Plan.

2.04 RELATIONSHIP: The nature of the relationship between Owner and Property Manager with respect to leasing is described in Section 9.04.

SECTION THREE: DUTIES AND SERVICES OF PROPERTY MANAGER

3.01 GENERAL DISCUSSION OF DUTIES AND SERVICES: Property Manager shall, oversee the management, operation, maintenance, and repair of the Properties through administration, management, and oversight of the State’s independent service contractors and its own personnel, as appropriate, and develop, institute and follow programs and policies that facilitate the efficient and effective operation of the Building in compliance with this Agreement, the requirements contained in the Request for Proposals 2521H016 (incorporated herein as Exhibit A), and all directions of State Contract Manager and Staff.

Property Manager acknowledges and agrees that it shall be the role of State Contract Manager to monitor the operation and management of the Building, including without limitation the performance of Property Manager under this Agreement. Property Manager shall cooperate with State Contract Manager in performing Property Manager’s duties and obligations under this Agreement.

Property Manager further acknowledges and agrees that Owner and State Contract Manager shall set policy and establish objectives with respect to management and operation of the Building, and Property Manager shall perform all services under this Agreement in accordance with such policies and objectives.

3.02 GENERAL STANDARD: Property Manager shall manage the Building(s) in a first class, efficient manner, in good faith and diligently in accordance with sound, reasonable and prudent property management practices, equal to the standard of care provided by leading management companies for

similar buildings and properties of similar quality in the Anchorage area (the “Operating Standard”). Property Manager shall devote its efforts to serving Owner as manager of the Building and shall perform its duties hereunder in a diligent and careful manner so as to achieve the Operating Standard as a minimum standard of performance.

3.03 SPECIFIC DUTIES AND SERVICES: Without limiting the generality of the foregoing provisions of this Article and subject at all times to the procedures and directions set forth in this Agreement (as may be revised or amended from time to time) Property Manager shall perform the specific duties and services as described in this RFP.

3.04 GENERAL SCOPE OF SERVICES: The State of Alaska, Department of Transportation & Public Facilities (DOT&PF), Division of Facilities Services (State), contracts with Property Manager who shall oversee the operation and maintenance of several State-owned office buildings and parking areas (Properties) through performing Building Management and Leasing Services, to include the administration and management of the State’s independent service contracts. Property Manager shall operate and maintain the Properties in a manner that:

1. preserves the longevity and functionality of these State assets;
2. provides quality service and a clean, safe, and secure environment for users of the Properties;
3. is responsive to and in compliance with all applicable rules, regulations, State policies and procedures; and life/safety, environmental and crisis management requirements; and,
4. make efficient, cost-effective, and coordinated use of the entities (Service Contractors) under contract with the State for provision of services at the Properties.

Property Manager shall perform these responsibilities as an independent contractor under the general oversight of the State.

The Properties for which Property Manager shall be responsible are the following:

1. **Robert B. Atwood Building** (Atwood Building) located at 550 West 7th Avenue, Anchorage, Alaska. This building includes an outdoor landscaped plaza, an underground garage, and two associated parking lots (Lots 79 and 102) also located at 550 West 7th Avenue, Anchorage, Alaska. **Total Usable Square Footage: 251,786**
2. **Linny Pacillo Parking Garage** located at 517 West 7th Avenue, Anchorage (LPPG). **Total Usable Square Footage: 369,600**
3. **Anchorage Legislative Office Building** located at 1500 W. Benson Blvd., Anchorage, Alaska (ALOB) and its associated outdoor parking lots. **Total Usable Square Footage: 47,684**

The State reserves the right to modify this list of properties based on the State’s needs at any time during the duration of the contract resulting from this RFP. If such a change were to occur, the Building Management Fee shall be negotiated in good faith and formalized in a written contract amendment issued by the Procurement Officer of Record.

Property Manager shall provide the services described herein on a 24 hours per day, 7 days per week, 365 days per year (24/7/365).

3.05 SERVICE CONTRACTS ASSOCIATED WITH THE RESPECTIVE PROPERTIES: The State currently has a variety of contracts in place for the provision of services at each of the three Properties. The following table is not all inclusive but identifies the general nature of the service contracts currently in effect at each of the Properties.

Contract Category	Atwood Building	LPPG	ALOB
Automated Garage Entrance Control Systems	No	Yes	No
Backflow Prevention Inspection	Yes	Yes	No
Building Engineering	Yes	Yes	No
Elevator System Maintenance and Repair	Yes	Yes	Yes
Fire Alarm Panel Inspection, Maintenance, Repair, and Monitoring	Yes	Yes	Yes
Fire Extinguisher Inspection	Yes	Yes	Yes
Fire Sprinkler System Inspection, Maintenance, and Repair	Yes	Yes	Yes
Floor Mat Services	No	No	Yes
Generator Maintenance	No	No	Yes
HVAC Maintenance	No	No	Yes
Interior Landscaping	Yes	No	No
Interior Music System	Yes	No	No
Janitorial	Yes	Yes	Yes
Outdoor Landscaping	Yes	Yes	Yes
Recycling Program	Yes	Yes	No
Security	Yes	Yes	Yes
Snow and Ice Control	Yes	Yes	Yes
Sweeping Parking Areas	Yes	Yes	Yes
Telecommunication Air Conditioning Maintenance and Repair	Yes	No	No
UPS Annual Maintenance	No	No	Yes
Window Cleaning	Yes	Yes	Yes

3.06 SUMMARY DESCRIPTION OF SERVICE CONTRACTS: The following summary provides a general overview of the contracts currently in effect. These contracts will be between the State and the Service Contractors. Property Manager shall utilize these contracts (and others if awarded by the State) for furnishing services to the three Properties, any exceptions to this requirement must be pre-approved in writing or at the direction of the State Contract Manager

3.06.1 AUTOMATED GARAGE ENTRANCE CONTROL SYSTEMS: Contractor maintains and services automated garage control systems located in the LPPG. The Atwood Underground Executive Parking

area is controlled via a roll up door with a card access reader.

3.06.2 BACKFLOW PREVENTION INSPECTION: Contractor conducts annual inspections to ensure the Property's backflow prevention systems continue to protect potable water supplies from contamination or pollution due to backflow.

3.06.3 BUILDING ENGINEERING: Contractor provides services for both preventative and reactive maintenance to include tenant work orders. This includes routine repairs, replacement and maintenance services. These services include the installation, maintenance, and repair of mechanical systems, including plumbing, electrical, and heating, ventilation, and air conditioning (HVAC). Additional specific routine duties include sidewalk snow and ice removal, and parking lot enforcement. The contractor is also responsible for issuing keys, maintain key logs, making new keys, and cataloging all keys and related items located in the shop. The contractor also conducts and maintains an inventory of the parts, supplies, and tools located in the Atwood / LPPG. It is the contractor's responsibility to ensure they have appropriate supplies and tools and notify building management and the State facility manager in the vent additional supplies are needed.

3.06.4 ELEVATOR SYSTEM MAINTENANCE AND REPAIR: Contractor maintains the Properties' elevator systems to ensure proper operation, safety, regulatory compliance and renders necessary repairs in response to service calls.

3.06.5 FIRE ALARM PANEL INSPECTION, MAINTENANCE, REPAIR, AND MONITORING: Contractor regularly inspects, maintains, repairs, and monitors the panel to ensure proper performance and response in the event of a fire alarm notification.

3.06.6 FIRE EXTINGUISHER INSPECTION AND MAINTENANCE: Contractor regularly inspects fire extinguishers to ensure they meet regulatory requirements. When needed, fire extinguishers are recharged under a separate contract.

3.06.7 FIRE EXTINGUISHER RECHARGING: Contractor recharges fire extinguishers as needed to ensure continued compliance with all applicable laws, regulations, and policies.

3.06.8 FIRE SPRINKLER SYSTEM INSPECTION, MAINTENANCE AND REPAIR: Contractor regularly inspects, maintains, and repairs the fire sprinkler systems to ensure proper performance.

3.06.9 GENERATOR MAINTENANCE: Contractor, in conjunction with state maintenance staff maintain the generators and perform a variety of tasks including monthly and quarterly inspections and testing as well as annual inspections, testing and certification.

3.06.10 HVAC MAINTENANCE: Contractor changes filters on a semi-annual basis, performs all preventative maintenance tasks on the HVAC System and troubleshoots as needed both physically and utilizing the Siemens Insight program.

3.06.11 INTERIOR LANDSCAPING: Contractor is responsible for the complete care of all live and silk plants located in the common areas (main lobby and elevator lobbies) and specific suites.

3.06.12 INTERIOR MUSIC SYSTEM: Contractor maintains and services the music system in the elevators and elevator lobby.

3.06.13 JANITORIAL: Contractor provides customary custodial services for the interior of the

Properties, including cleaning of all suite interiors, all common areas, cleaning and re-stocking supplies in all rest rooms, trash removal, floor cleaning, etc. The contractor is also responsible for litter control on all parking lots and garages and may perform additional janitorial services in the garages if needed.

3.06.14 OUTDOOR LANDSCAPING: Contractor provides landscaping services for the grounds of the Properties, including spring clean-up, flower planting, weeding, watering, fertilizing, and mowing.

3.06.15 RECYCLING PROGRAM: Contractor places and maintains recycling receptacles on the Properties, periodically empties receptacles, and properly disposes of the refuse for recycling.

3.06.16 SECURITY: Contractor provides uniformed, unarmed guard security services for the Properties on a 24/7/365 basis to include building exteriors and parking lots. Security duties include monitoring and logging of occupants in the building (after-hours only), responding to alarms and other emergency situations, management of building keys (after-hours only), inspection of building systems, notification and coordination with Property Manager, the Building Engineering service provider and other appropriate parties, for related issues and concerns which require action.

3.06.17 SNOW AND ICE CONTROL: Contractor provides all snow plowing, removal of snow from parking lots and sanding services for the Properties, including all parking lots, shipping and receiving area and plaza and sidewalks if applicable, in order to endure safe and adequate parking and traffic ways for vehicles and pedestrians.

3.06.18 SWEEPING: Contractor sweeps parking garages and parking lots.

3.06.19 TELECOMMUNICATION AIR CONDITIONING MAINTENANCE AND REPAIR: Contractor maintains' and services supplemental cooling units located in data telecommunications rooms.

3.06.20 UNINTERRUPTED POWER SUPPLY (UPS) ANNUAL MAINTENANCE: Contractor provides annual maintenance services to include checking battery status and health of the device to ensure that it is capable of holding a charge and supporting the equipment connected.

3.06.21 WINDOW CLEANING: Contractor provides interior and exterior window cleaning.

In addition to the above, Property Manager shall work with the Service Contractors in preparation of monthly management reports, the Annual Facility Operating Plan, and year-end forecast of expenditures. Report due dates shall be cooperatively developed by the parties upon contract award.

3.07 BUILDING MANAGEMENT SERVICES: The following is a general list of tasks and services Property Manager shall provide to the State. These required services are organized into general functional areas as follows and the cost to provide these services are included in the monthly Building Management Fee:

3.08 BUILDING MANAGEMENT AND ADMINISTRATION: Property Manager shall provide a Property Management Program that provides first-class quality administrative services, to include financial and performance reports, personnel management, management plans, operations manuals, work schedules, weekly management reports from all managers assigned to the Properties, personnel training, quality assurance and quality control programs, energy savings management, Americans with Disabilities Act "ADA" compliance enforcement of state regulations, recycling programs, cost containment programs, attendance at all requested meetings involving Property Manager's areas of responsibilities, and other managerial services to the State and Property tenants.

While these services will include representing the State in its relationships with a Property tenant, the contractor will not be responsible for leasing available space.

Property Manager shall provide the following services:

3.08.1 OPERATING PLAN: Property Manager shall develop and submit to the State Project Manager an annual operating plan no later than April 1 of each calendar year. The annual operating plan must include current capacity, approach, methods, and specific work steps for implementing and administering the scope of services as defined in RFP 2521H016 and this Agreement. The operating plan shall also include a management plan of action that will be used to guide Property Manager. The management plan must describe the methodologies, processes, and procedures that will be utilized in the implementation, production, and delivery of the required services.

3.08.2 TRAINING: Property Manager shall develop and deliver any training that is required, or necessary to perform the services required. Upon completion of each training sessions, Property Manager shall submit appropriate training documentation to the State Contract Manager of completing all required training. This training is considered ongoing and will need to be conducted as needed for contractors and new Property Management staff.

3.08.3 STAFFING PLAN: Property Manager shall provide all necessary personnel to perform the scope of services and provide qualified replacement personnel if necessary. Property Manager shall provide on-site management coverage 24/7/365 including weekends (Saturday-Sunday), and holidays for all Properties.

Property Manager shall select, employ, pay, supervise, and discharge any employees and personnel necessary for the proper performance of this Agreement. All persons so employed by Property Manager shall be employees or independent Contractors of Property Manager and not of Owner. (Despite the foregoing, the parties acknowledge that the State, and not Property Manager, has retained the Service Contractors to provide services to the state. As such, they are independent contractors of the State, whose services Property Manager administers, manages, and oversees on behalf of the State.)

Property Manager shall comply with all applicable laws, rules, and regulations concerning workers' compensation, social security, unemployment insurance, hours of labor, wages (including Little Davis-Bacon when applicable), working conditions and other employer/employee-related subjects.

Management staff must also be available on an on-call basis 24/7/365. The staffing plan must reflect this extended management coverage. In the absence of a scheduled manager, Property Manager shall provide State Contract Manager the name of the manager who will take the place of the absent manager. The staffing Plan must be available for inspection by Owner upon reasonable request.

Building Staffing Requirement:

- Robert B. Atwood Building - on site staffing is required.
- Linny Pacillo Parking Garage – staffing is shared with Atwood.
- Anchorage Legislative Office Building –on site staffing is required.

3.08.4 SAFETY AND LOSS CONTROL SERVICES: Property Manager shall comply with all Federal, State and Local regulatory requirements for all hazards and shall inform the State Contract Manager in writing within 24 hours of any violation notice or opening conference by any regulatory agency within 24 hours of occurrence.

Property Manager shall furnish the State Contract Manager a copy of all required annual tests results and inform and provide the State Contract Manager of any abatement and/or response given to any regulatory agency simultaneously at the time the response is issued. Property Manager is responsible for the following:

1. **Programs, Rules and Procedures:** Property Manager is responsible for maintaining the programs, rules, and procedures as set forth below to ensure continued compliance with all Alaska Occupational Safety & Health (AKOSH) requirements, regulatory standards, and state policies and rules to ensure the safety of Property users and the adjacent public.
 - a) As needed, Property Manager shall develop and provide recommendations related to the programs, rules, and procedures for State Contract Manager approval.
 - b) Property Manager shall confer with the appropriate State and departmental officials, as required to develop programs, rules and procedures that support State safety and loss control objectives. Recommended procedures, rules and programs must be provided in the format designated by the State Contract Manager.
 - c) In addition to developing rules, programs, and procedures for the safety and loss control areas listed below, Property Manager shall utilize all reasonably available means to eliminate or control hazards and risks in carrying out the following responsibilities: Property Manager must maintain, update and comply with all AKOSH rules, regulatory standards and procedures as set forth below:
 - d) Planning, organizing, coordinating, instituting, maintaining and monitoring programs including occupational and health hazards controls, loss control and safety;
 - e) Developing and maintaining safety policy and standard operating procedures; in accordance with AKOSH and other applicable standards;
 - f) Disseminating knowledge of applicable safety standards and emergency procedures to employees through the issuance of safety procedures, training, and attendance at education programs including monthly meetings with documented minutes submitted to the State Contract Manager;
 - g) Identifying hazards and instituting corrective action for their elimination or control; within a reasonable timeframe following identification of the hazard;
 - h) Advising and assisting in the investigation of accidents and losses to determine causes; developing programs to reduce, control, or eliminate liability exposure;
 - i) Ensuring persons who become injured or medically ill, while on Property premises, receive prompt, safe, effective first aid and appropriate medical attention;

- j) Ensuring Property Manager reports all accidents, incidents, and injuries occurring on Property premises, and follows all policies and procedures for documenting promptly, accurately, and appropriately;
 - k) Ensuring that safe, secure, sanitary housekeeping conditions are maintained at all times throughout the Properties;
 - l) Analyzing and updating (as appropriate) recommended adaptation of existing state response procedures for the Properties, for the following emergency / incident categories:
 - 1. Fire
 - 2. Injury to the Public
 - 3. Bomb threats
 - 4. Biological and Chemical threats
 - 5. Utility interruption
 - 6. Demonstration/civil unrest
 - 7. Explosion
 - 8. Collapse
 - 9. Imminent danger
 - 10. Emergency evacuation
2. **Property Claims:** The State maintains self-insurance and property insurance for the Properties. Property Manager shall respond to property claims as directed by Risk Management and the State Contract Manager. Property Manager shall be responsible for:
- a) Submitting property claims and support documents to State Risk Management in a manner prescribed by Risk Management and the State Contract Manager; and
 - b) Maintaining related files.
3. **Liability Claims:** Property Manager shall respond to liability claims related to the Properties as directed by the Risk Management and the State Contract Manager. Property Manager shall be responsible for:
- a) Submitting property claims and support documents to Risk Management in a manner prescribed by Risk Management and the State Contract Manager; and
 - b) Maintaining related files.

3.08.5 PROCESSING INVOICES & PAYMENT FOR ATWOOD AND LPPG: Property Manager shall accept, review, verify, track, and make payment recommendations to the State Contract Manager in response to all invoices submitted by Service Contractors, vendors, and suppliers to Property Manager. The recommendation shall be in the form of a monthly Contractor invoice summary.

When processing invoices, Property Manager shall group invoices in batches and provide written verification within the monthly Contractor invoice summary that the invoices are valid and true and should be paid. By submission of the monthly Service Contractor invoice summary, Property Manager

is certifying the work has been successfully completed and/or parts/supplies have been received. In addition to the monthly Contractor invoice summary, each invoice in the batch shall be approved by the Property Manager for further processing.

Upon receipt of each batch, the State Contract Manager shall review and seek additional information as needed from Property Manager. Once approved by the State Contract Manager, the batch is logged and sent forward to DOT finance for final payment to the vendors. .

It is critical for invoice processing, approval, and submission to the State Contract Manager be completed timely by Property Manager to ensure the state avoid penalties and complaints from vendors.

3.08.6 PROCESSING INVOICES & PAYMENT FOR ALOB: Property Manager shall accept, review, verify, track, and make payment recommendations to the LAA Executive Director or designee in response to all invoices submitted by Service Contractors, vendors, and suppliers to Property Manager. The recommendation shall be in the form of a monthly Contractor invoice summary.

When processing invoices, Property Manager shall group invoices in batches and provide written verification within the monthly Contractor invoice summary that the invoices are valid and true and should be paid. By submission of the monthly Service Contractor invoice summary, Property Manager is certifying the work has been successfully completed and/or parts/supplies have been received. In addition to the monthly Contractor invoice summary, each invoice in the batch shall be approved by the Property Manager for further processing.

Upon receipt of each batch, the LAA Executive Director or designee shall review and seek additional information as needed from Property Manager. Once approved by the LAA Executive Director or designee, the batch is sent to the State Contract Manager with the Division of Facilities Services for processing payment. Once approved for payment by the State Contract Manager, the batch is logged and sent forward to DOT finance for final payment to the vendors.

Monthly, or as required, LAA will provide funding to DFS for payment to be made by DFS to vendors.

It is critical for invoice processing, approval, and submission to the LAA Executive Director be completed timely by Property Manager to ensure the state avoid penalties and complaints from vendors.

3.08.7 ANNUAL FACILITY OPERATING PLAN: Within three months of the contract commencement date and annually thereafter, Property Manager shall prepare and submit to the State Contract Manager a draft the Operating Budget for each facility by April 1st of each year for review, comment, and approval by the State Contract Manager. A final Facility Operating Budget must be in place by July 1st and be based on the States' fiscal year from July 1 to June 30 of each year. The Property Manager shall submit a draft format to the State Contract Manager for consideration and approval within one month of the contract service commencement date.

The Facility Operating Plan for each building must include the Property Manager's month by month estimate of projected revenues, expenses, and net operating cash for each facility.

Included in each facility budget shall be the following sections:

- 1. Property Profile**

- a) Total USF
- b) Total occupied State USF
- c) Total occupied Private USF
- d) Percentage of occupancy by State, Private, Vacancy
- e) Lease Expiration Projections: USF & the above percentages for each of the next 5 years

2. Leasing Plan

- a) Current Market Overview
- b) Current Comparable with rates, sf. and terms
- c) Project Leasing Activity
 - i. Renewals: suite#, tenant name, date of expiration/commencement, projected rate, term, tenant improvement allowance, - Current Year
 - ii. Expirations: suite#, tenant name, sf., total sf. by year, date of expiration - 5 year forecast.
- d) Future Rent Analysis.
 - i. Identify: suite no., private tenant, lease dates, revenue for tenant for 5 years.

3. Fiscal Operating Budget and Expenditures

- a) List detailed expenditures by month and general ledger account number using the accounting elements provided by the State Contract Manager.
- b) Provide totals by month and GL account.
- c) Provide GL Account Description summary and budgetary narrative as requested by the State Contract Manager.

4. Spend Analysis

- a) Perform various forms of analysis of budget, expenditures, and projection data to aid in evidence based financial decisions and planning for each facility.

Subject to reasonable notice, other periodic forecasting shall be provided by Property Manager as required by the State Contract Manager.

3.08.8 FINANCIAL AND CONTRACT MANAGEMENT AND ACCOUNTING: Property Manager shall provide full financial control, accountability, and reporting of all property related expenses incurred by Property Manager. All expenses related to the annual operation of the Building shall be paid by Owner.

Property Manager shall handle collection of all revenues (defined as "Gross Monthly Collections") due to the State for use of the Properties.

Strict accountability shall be required for all receipts and disbursements related to the Properties. All accounting shall be done in accordance with generally accepted accounting principles. All annual accounting for the obligation of funds will be based on the State's fiscal year (July-June) and Property

Manager shall make adjustments necessary to be in compliance with the State's accounting practices and procedures. Diligence is required in collection of rent and initiation of appropriate collection actions as necessary.

Property Manager shall use a delinquency reporting system to monitor timely receipt of all revenue. Property Manager's collection role shall be administrative, and, shall not extend to additional means such as the use of collection agencies or legal proceedings unless directed otherwise.

Property Manager shall provide the State Contract Manager a monthly financial report by the 10th of each month, reflecting the status of each individual revenue and expenditure account, providing both monthly and cumulative totals in a format approved by the State Contract Manager. The State Contract Manager shall distribute the report as needed. All accounting data shall be the property of the State, and shall be delivered in both an electronic and paper format approved by the State Contract Manager. Format to be approved by the State Contract Manager within 30 days of contract commencement. Included in the Monthly Financial Report will be the following items:

1. Statement of Operations - Actual
2. Variance Report
3. AIR Aged Delinquent and Prepaid Balances
4. Received Ledger Report
5. A/P Check Register
6. Security Deposit Ledger Report
7. Distribution List
8. Detail Summary Rent Roll
9. Trial Balance - Month activity
10. Trial Balance - YTD activity
11. Suite Cash Receipts
12. Bank Statements: Expense and
13. Monthly Deposit Logs

3.08.9 YEAR END EXPENDITURE ADJUSTMENTS: Property Manager shall provide to the State Contract Manager by March 15th of each year a report identifying any additional proposed expenditures for the Building. Adjustments will be considered for items that are not scheduled in the current year spending plan, but have been identified by Building Engineering and Property Manager as needed repairs and improvements. The report shall provide item descriptions, cost estimates or proposals and supporting documentation of the need for the work. Items will be reviewed and approved by the State Contract Manager; work shall be completed within a time-frame dictated by the State Contract Manager.

3.08.10 TENANT LEASING SERVICES: Property Manager shall provide responsive tenant lease services and administration of tenant leases. "Building Leasing Services" is defined, at a minimum, as responsive handling of routine, customary, and special or unique problems, needs and issues relating to use of the Building by all public and private occupants, including those relating to all maintenance and operation services and common area usage issues.

Property Manager shall use a computerized system to track tenant lease service activities. The required response time for an initial response shall be same day whenever feasible, but not more than two business days from receipt of a request. The responsibilities under this Section are intended to cover routine lease administration. It does not include conducting extensive negotiations on the State's behalf, or paying legal costs to prepare documents.

3.08.11 TENANT SERVICES PLAN: As needed, the state reserves the right to request Property Manager to prepare an annual plan for the provision of Tenant Lease Services. The plan shall address at a minimum the means by which positive tenant relations will be fostered, the methods for measuring tenant satisfaction, the means and frequency of disseminating information that is useful or needed by building tenants. If requested, there shall be no additional cost to the state for the development of this plan.

3.08.12 PRIVATE TENANT LEASES: Property Manager shall familiarize themselves with the terms and conditions of the Atwood & LPPG private leases. Property Manager shall also be required to act on behalf of the State for the sole purpose of providing administration of all private leases, which includes, but is not limited to, the adjusting of rents, interpreting language in the lease, tracking and fulfilling notice requirements, processing renewals subject to the approval of the State Contract Manager, enforcing lease provisions, serving and receiving notices (unless inconsistent with the lease terms), and all other matters related to the customary administration of tenant leases.

Tenant master lease files will be maintained by the State Contract Manager. Original copies of all documents, lease amendments, billings, etc. received or sent by Property Manager shall be delivered to the State Contract Manager.

Notes:

TENANT SOLICITATION PROHIBITED: Unless given prior authorization in writing by Owner, Property Manager agrees, during the Term, and for a period of ninety (90) days thereafter, that it will not solicit, directly or indirectly, any Tenant, while that Tenant has any unexpired leasehold rights with respect to the Properties, to lease space within any other property in lieu of any space which such Tenant actually occupies within the Building.

3.08.13 ROUTINE MAINTENANCE AND MINOR TENANT IMPROVEMENT MANAGEMENT SERVICES: Property Manager shall provide scope development and management services for routine repairs, replacement, and maintenance projects for the Building. This includes scheduling and monitoring work performance, as may be needed to accomplish these activities consistent with approved budgets and as authorized by the State Contract Manager.

"Routine Repairs, Replacement and Maintenance" is defined as any single item or project with a total cost or value of \$25,000 or less and that is included in the Annual Facility Operating Plan, including tenant renovation and remodeling projects that fit within the \$25,000 limit. Routine maintenance management services shall be provided as part of the Building Management Fee.

3.08.14 MANAGEMENT OF COMMON SPACE AREAS CONFERENCE ROOMS: Property Manager shall perform scheduling for the State's use of the Atwood Conference Center Rooms 102, 104, 106, and suite 1236. These services include the management and set-up of audio-visual and teleconferencing equipment provided by the State, and may include the physical set-up of chairs,

tables, and the opening/closing of the demising wall.

3.08.15 BUILDING VENDING & BREAK ROOMS: Property Manager shall maintain Building owned equipment and appliances and ensure they are maintained and in good working condition.

3.08.16 MAIL ROOM: Property Manager shall maintain the mailbox key distribution list, ensure accountability, and provide updated mailbox labels.

3.08.17 BUILDING CARD KEY SYSTEM, CONVENTIONAL KEYS, and SURVEILLANCE SECURITY SYSTEM: Property Manager shall be issued one (1) Building Master key and other related keys. Property Manager shall ensure Building Management keys, janitorial staff keys and security staff keys are kept secure and accounted for. Other keys maintained currently in the Building Management office, shall be kept secured in the office.

Property Manager is responsible for co-maintaining the current Preparatory Control Systems Corporation, Link-ID (PCSC) system. There are approximately 1,100 active key cards at the time this RFP is being issued. Property Manager is responsible for processing user applications and providing the key card to the user. The State maintains activation and deactivation of the cards accordingly.

Property Manager is responsible for coordinating the maintenance of the OnSSI, Video Security System activated in various locations throughout Atwood, LPPG.

While the state is responsible for the cameras and keycards for all DOA facilities, the building manager is responsible for viewing of the cameras and obtaining requests for camera footage from local law enforcement. The ALOB building manager is responsible for all aspects of security including the security contract, access control, and cameras. The following table demonstrates which party is responsible for certain actions.

Task	Atwood and LPPG Responsible Party	ALOB Responsible Party
Maintaining PCSC System	State and Property Manager	Property Manager
Processing Applications	Property Manager	Property Manager
Provide Key Card to User	Property Manager	Property Manager
Card Activation and Deactivation	State	Property Manager
Maintenance Coordination	State	Property Manager
Viewing Cameras	Property Manager	Property Manager
Receiving Requests for Footage from local Law Enforcement	Property Manager	Property Manager
Copying Footage for Law Enforcement Requests	State	Property Manager
Providing Footage to Law Enforcement	Property Manager	Property Manager

3.08.18 MANAGEMENT REPORTING: Property Manager shall provide monthly management reports by the 10th of each month, in a format approved by the State Contract Manager. Each report must include at least the following information:

1. Executive summary
2. Leasing
 - a) Deferred Conditions Report
 - b) Stacking Plan - USF and RSF
3. Management
 - a) Building Activity
 - i. Major Projects / General Building
 - ii. Engineering / Life Safety
 - iii. Engineering General Contractor Assistance
 - iv. Miscellaneous
 - v. Monthly Parking Summary
4. Miscellaneous
 - a) Building notices
 - b) Building meetings
 - c) Incident Reports
 - d) Other

3.08.19 ON SITE MANAGEMENT & OFFICE: Property Manager shall staff, assign work, and supervise all employees engaged in the administration and operation of the Properties. Property Manager must maintain an on-site office open and staffed at all times during normal business hours at the Atwood Building. Property Manager's Building Manager must be located on-site at the Atwood.

The State and the LAA will provide adequate space within the Atwood and ALOB buildings for Property Manager's on-site offices at no additional cost to the contractor. Property Manager shall provide all fixtures, furnishings, and equipment necessary to perform the services required by this RFP. Property Manager shall provide an email address for the Building Manager for communications with the State Contract Manager, the Building Engineer and other appropriate parties.

Property Manager is prohibited from performing any work not related to this contract from this Office.

3.08.20 EMERGENCY RESPONSE: Property Manager shall provide a cell phone for the Building Manager for after-hours use. The Building Manager shall be responsible for reacting to all Building related emergency calls immediately and shall notify and coordinate with the State Contract Manager, 24 hours a day / seven days a week. Property Manager shall also be responsible for reacting to all Building related emergency calls immediately at LPPG where an on-site Building Manager is not required.

In the event of an emergency in which there is an immediate danger to persons or property at the Building, or in which action is required in order to avoid suspension of services, Property Manager shall be required to take such action as is reasonable and prudent under the circumstances. Property Manager will be reimbursed for any reasonably necessary expenses incurred in such action even if not in an approved budget, so long as Property Manager attempts to consult with the State Contract

Manager in advance and, in any event, notifies the State Contract Manager within forty-eight (48) hours explaining the reasons for taking the required actions.

3.08.21 MISCELLANEOUS SERVICES FILE MANAGEMENT: Property Manager shall maintain the current Building File System to include Reports, Historical Documents, etc. All files shall be kept at the on-site office. Property Manager is required to keep files orderly and available to the State Project Manager upon request.

3.08.22 TENANT AND VENDOR REQUIREMENTS: Property Manager is required to provide a system which ensures all contractors and vendors working in the Building (as hired by State) and all private tenants leasing space in the Building, have a Certificate of Insurance with the State of Alaska as the Certificate Holder. Property Manager is to notify all contractors, vendors and tenants prior to expiration of an insurance certificate.

Property Manager shall ensure strict compliance with all applicable environmental laws, regulations, rules and ordinances at the Building. As part of this duty, Property Manager shall actively monitor all compliance efforts. These requirements are discussed in more detail in Item 4 above.

3.08.23 PROCURING BUILDING SUPPLIES: Property Manager shall obtain building supplies from vendors which provide the highest level of savings, and quality products that meet any specific requirements for the Building. Property Manager, as requested by the State Contract Manager shall provide proof in the form of documentation validating the efforts undertaken by Property Manager to ensure pricing was competitive and reasonable. A purchase order system shall be maintained and implemented. All purchases over \$500.00 require a written Purchase Order and must be pre-approved by the State Contract Manager.

3.08.24 INCIDENT AND SECURITY REPORTS: Property Manager shall maintain a file and schedule of all incident and security reports filed by tenants, visitors, etc. Property Manager shall work with the State Contract Manager and Risk Management for claims resulting in injury, theft, or other related items.

3.08.25 PARKING LOT ENFORCEMENT AND MONITORING: Property Manager is responsible for coordination of policing of all exterior parking lots, the underground garage at the Atwood and the LPPG. Enforcement is described as at least daily visual inspection of the parking lots to ensure compliance and monitor parking violations such as parking in an ADA space, parking in multiple spaces, etc. as well as ensuring employees utilize the parking tag provided by the state to place in their vehicles.

Violators are to be towed or ticketed. One warning ticket is to be issued to violators. Property Manager is to maintain a log of vehicles receiving tickets. Upon the second violation, Property Manager shall coordinate towing of the vehicle at the vehicle owners' expense and liability. Property Manager shall immediately tow any vehicle parked in a designated handicap parking space or contact Anchorage Police for the Anchorage locations and a ticket issued.

Property Manager shall maintain a log of hanging tags issued to private and State building occupants by month where applicable. The log for underground parking at the Atwood Building shall include, vehicle description, license plate number, hanging tag number and card key number. Additionally, the

guards watch the cameras 24/7 and police the lots/garages for vagrants and any potential crimes i.e. theft, vandalism

3.08.26 MEETINGS: Property Manager shall be available to meet weekly with the State Contract Manager and the Building Engineering staff. Property Manager shall take meeting minute notes and provide all attendees with copies and noted action items within two days of the meeting.

Property Manager shall meet with the Janitorial Property Manager's representative weekly to inspect all floors for compliance with Contract Specifications. Property Manager shall maintain a log of floors inspected and verify all floors and common areas are inspected at least every (2) months.

Property Manager shall attend all meetings as reasonably requested by the State Contract Manager.

ADDITIONAL SERVICES: In addition to the above required services, at the State Contract Managers sole discretion, Property Manager may be required to provide the following additional services. Unless noted below, costs related to providing the additional services shall be included in the Building Management Fee.

3.08.27 ADDITIONAL SERVICES: The State Contract Manager may direct Property Manager to perform, or Property Manager may submit a proposal to the State Contract Manager that it perform, one or more additional tasks concerning the oversight, operation, and maintenance of the Properties or the administration and management of the Service Contractors.

If so directed by the State Contract Manager, or if the State Contract Manager approves Property Manager's request, Property Manager will perform the services without the need for the State Contract Manager to solicit competitive proposals so long as the inclusion of the additional tasks does not result in a material amendment of the Property Management contract. Compensation for these services must be included in the Building Management Fee for each building.

3.08.28 PRIVATE TENANT LEASING & MARKETING SERVICES: The State intends to handle the negotiation activities needed to affect this goal using other resources.

Property Manager will not be asked to provide services to market available space or broker new leases as part of the base property management contract. However, if for any unforeseen reasons this situation changes, Property Manager may be required to provide space marketing and leasing services on a limited basis. If the State Contract Manager requests these activities, they shall be formalized by the issuance of a contract amendment by the procurement officer of record and Property Manager shall be compensated with a negotiated building leasing fee based on the hourly rates seen in **Exhibit B, Compensation.**

3.08.29 PROJECT MANAGEMENT AND COORDINATION SERVICES: Property Manager may be required to provide project coordination, development, management, and construction administration services related to building repairs, tenant improvements, and remodeling. The State Contract Manager will determine which projects will be managed by DOT&PF resources and which will be assigned to Property Manager.

DOT&PF Managed Projects: For projects managed by DOT&PF resources, the Property Manager will provide project coordination amongst building activities, tenants and stakeholders to assist

the projects to completion. The Property Manager shall submit a Project Coordination Proposal to the State Contract Manager. Upon acceptance of the Project Coordination Proposal, the State Contract Manager will issue a Notice to Proceed to formally assign the project coordination services to the Property Manager. Changes to the approved NTP must be completed with the issuance of an NTP modification that must be mutually approved and include a detailed description of the change to the original NTP.

The Property Manager shall be compensated for Project Coordination Services based on the hourly rates seen in **Exhibit B, Compensation**. The Project Coordination Proposal submitted to the State Contract Manager must include the number of anticipated hours for each Job Classification Manager that will be required to perform the requested Project Coordination Services for the project.

Property Manager Managed Projects: For projects assigned to Property Manager for Project Management, project management activities include, but are not limited to, stakeholder management and engagement, project development, budget development, design and construction services scope development, coordination with State personnel for the State procurement of design or construction services, coordination with State contractors, vendors, and consultants, and management of the design and construction contracts procured by the State, in accordance with DOT&PF standards of design and construction.

For each project assigned to the Project Manager for Project Management Services, the Project Manager shall submit a Project Management Proposal to the State Contract Manager. Upon acceptance of the Project Management Proposal, the State Contract Manager will issue a Notice to Proceed (NTP) to formally assign the project to Property Manager. Changes to the approved NTP must be completed with the issuance of an NTP modification that must be mutually approved and include a detailed description of the change to the original NTP.

Property Manager shall be compensated in accordance with the hourly rates as seen in **Exhibit B, Compensation**. The Project Management Proposal submitted to the State Contract Manager must include the number of anticipated hours for each Job Classification Manager that will be required to perform the requested Project Management Services for the project.

This subsection applies to work other than routine repairs, replacement, and maintenance that are included in the Annual Facility Operating Plan.

3.08.30 OTHER BUSINESS OFFICE SERVICES: Property Manager may be requested to provide additional business office support services at the Properties. This additional work must be pre-approved by the State Contract Manager. This could include providing mail room and delivery services, providing and managing office copiers, computers and other office equipment, and other similar office support services for tenants and users of the Properties. Activity required under this requirement shall be formalized by the issuance of a contract amendment by the procurement officer of record. Property Manager shall be compensated by payment of a business support services fee that is based on the hourly rates as seen in **Exhibit B, Compensation**.

SECTION FOUR: OBLIGATIONS AND REPRESENTATIONS OF OWNER

4.01 ADEQUATE FUNDS: If at any time the funds in the accounts provided for herein are, or are anticipated by Property Manager to be, inadequate, Property Manager shall give Notice thereof to Owner. Owner shall be obligated to deposit adequate funds in the appropriate accounts within fifteen (15) Business Days of the date of receipt of such Notice. Property Manager shall be excused from its obligations under this Agreement if and to the extent that the funds provided to Property Manager are inadequate for Property Manager to perform such duties and Property Manager has provided Owner with Notice of such inadequacy.

4.02 COSTS AND EXPENSES TO BE BORNE BY OWNER: Subject to the limitations described in this Agreement, including the specific limitation that funding for all fees, services and work after Fiscal Year 2021, is dependent on an act by the state legislature to appropriate funds, Owner shall be responsible to make funds available to pay the following costs and expenses if such costs and expenses are incurred consistent with the terms, procedures and conditions within this Agreement:

- a) The Building Management Fee, Building Leasing Fees, and Building Support Services Fees,
- b) All utility costs at the Building, including the direct costs to provide heat, water, sewer, electricity, and trash collection;
- c) The direct costs related to the Building to provide janitorial services, building engineering, security services, window cleaning, snow removal and garage sweeping, elevator inspections and servicing, sprinkler inspections and servicing, life/safety systems inspections and servicing, exterior landscaping, interior plant services, and a recycling program;
- d) All authorized repairs, equipment and fixture replacements
- e) Purchase of expendable commodities needed in the operation of the Building, except those items and costs specifically described in Article 5;
- f) Any applicable property taxes.
- g) All computer and related hardware and software used for the sole purpose of building operations. Such purchases shall remain property of the State and be pre-approved.
- h) Pre-approved training and education of onsite building management staff. Expenses to include (if applicable) registration fees, travel, accommodations and meals.

4.03 INFORMATION AND DOCUMENTS: Owner shall promptly provide to Property Manager all information and documents reasonably required for the management of the Building. If Property Manager reasonably believes additional information is necessary for the performance of its duties hereunder, and such information is in Owner's possession, or reasonably obtainable as determined by Owner, then upon Notice from Property Manager, Owner shall supply such information. Any such information supplied by Owner to Property Manager shall be confidential and Property Manager agrees not to disclose such information voluntarily to third parties, except for such disclosures as Property Manager may make to its attorneys, accountants and other outside consultants in connection with the performance of its duties hereunder or as Property Manager reasonably believes may be required by law, court order or legal proceedings.

4.04 ENVIRONMENTAL

4.04.1 INDEMNITY: Property Manager shall be held strictly liable and shall indemnify, defend and hold harmless Owner with respect to: (a) the introduction of or release of Hazardous Materials handled by or otherwise under the control of Property Manager, its employees, agents that occurs within, on or near the Building; and (b) violation of any Environmental Laws relating to or affecting the Building or Owner arising out of Property Manager's, its employees', or agents performance under this Agreement, or performance under a related contract with Property Manager.

The obligations of Property Manager set forth above shall include, without limitation:

(a) the costs of removal of any and all Hazardous Materials from all or any portion of the Building or any surrounding areas; (b) additional costs required to take necessary precautions to protect against the discharge, spillage, emission, leakage, seepage or Release of Hazardous Materials on, in, under or affecting the Building or into the air, any body of water, any other public domain or any surrounding areas; and (c) costs incurred to comply with the Environmental Laws in connection with all or any portion of the Building or any surrounding areas. The obligations of Property Manager in Section 4.04.1 shall survive the completion or termination of this Agreement.

4.04.2 NOTICE OF ENVIRONMENTAL MATTERS: If at any time during the Term, Property Manager becomes aware of an actual, alleged or suspected Release spill at or near the Building, or if Property Manager becomes aware of the existence of Hazardous Materials located within or at the Building but which are not authorized by Owner to be located within or at the Building, Property Manager shall immediately provide a Notice to Owner explaining the nature and extent of such Hazardous Materials or Release, and, as and when available, any reports relating thereto. Property Manager may not, without Owner's approval, provide any Tenants or any other party with any reports within the possession of Property Manager relating to the environmental status of the Building unless Property Manager is required to do so pursuant to any law, rule, regulation or court order by which Property Manager reasonably believes it is bound.

4.04.3 OFFICE AND OTHER SPACE: Owner shall provide, at no cost to Property Manager, adequate office space within the Atwood Building and at the Legislative Information Office ("Management Office"). Owner reserves the right to relocate, reconfigure or reduce the size of the Management Offices and such additional space from time to time, as Owner may reasonably require, so long as such Management Offices as relocated, reconfigured or reduced are reasonably sufficient to enable Property Manager to perform the services required to be performed under this Agreement.

4.04.4 OWNER'S REPRESENTATIONS AND WARRANTIES: Owner hereby represents and warrants to, and agrees with, Property Manager as follows:

- a) To Owner's knowledge and belief, Owner has delivered to Property Manager a copy of each environmental assessment, report, study or opinion in the possession of Owner with respect to the Building addressing the presence or absence of any Hazardous Materials within the Building (the "Environmental Reports") and Owner has no actual knowledge, but without any independent investigation, of any facts or circumstances regarding the environmental status of the Building which are not referenced or described in the Environmental Reports.

- b) Owner has the requisite power and authority to enter into this Agreement, and the parties who have executed this Agreement are authorized to do so on behalf of Owner.
- c) Owner authorizes Property Manager to contact the party or parties who prepared all or any of the Environmental Reports, and at Property Manager's expense, to cause such Environmental Reports to be addressed to, of for the benefit of, Property Manager, and, from time to time, during the Term, upon approval by Owner, to allow Property Manager at Owner's expense to cause such Environmental Reports to be updated or otherwise brought current.

4.04-5 OWNER'S RIGHT TO CURE: Owner expressly reserves the right to cure any and all defects and problems created by Property Manager's failure to perform its duties under this Agreement. Owner, in its sole discretion, may take any and all actions needed to provide safe and uninterrupted operation and maintenance of the Building for its Tenants and other users. Owner shall make every reasonable effort to provide Property Manager prior written notice of a decision to take action pursuant to this paragraph.

SECTION FIVE: COMPENSATION AND EXPENSES OF PROPERTY MANAGER

5.01 BUILDING MANAGEMENT FEE: The Building Management Fee is defined as the monthly fixed fee payable by Owner to Property Manager as full and complete compensation for all required management services to be provided by Property Manager under this Agreement, and, includes all related indirect costs. See **Exhibit B, Compensation** for the monthly and annual sum of the Building Management Fee payable by Owner to Property Manager.

All costs associated with performing the services required under this Agreement shall be included in the Building Management Fee with the exception of the costs related to additional services as assigned to Property Manager as described in Section 3.08.27-30 of this Agreement.

The Building Management Fee shall be payable monthly, one month in arrears, commencing upon the last Business Day of the first full month of the Term. The Building Management Fee for any partial month during the Term shall be prorated.

5.02 COSTS AND EXPENSES TO BE BORNE BY PROPERTY MANAGER: Property Manager shall bear all costs and expenses incurred in rendering all overall supervision; rent and other collection (exclusive of attorneys' fees and outside collection agency fees); general management; general supervision and management of building operations, scope development and management services for all required services including for routine repairs, replacement and maintenance projects; accounting; bookkeeping; record keeping; and other services to be rendered by Property Manager in connection with the operations of the Building; and no such costs or expenses shall be charged to Owner. Without limiting the generality of the foregoing, Owner shall not be responsible for any of the following costs and expenses:

- a) All costs of gross salary and wages, payroll taxes, insurance, workers' compensation and other costs of Property Manager's office and executive personnel including the Building Manager, and management personnel;

- b) All costs incurred as a result of Property Manager's breach of this Agreement, the negligence or willful misconduct of Property Manager or any of its employees, agents or other representatives performing services in connection with this Agreement;
- c) All costs of forms, accounting materials, administrative materials, papers, ledgers and other supplies and equipment used in Property Manager's office, all costs of Property Manager's data processing equipment located at Property Manager's office, and all costs of data processing provided by computer service companies to Property Manager's office;
- d) All local transportation costs; and
- e) All costs described in Section 5.03 unless otherwise agreed to by Owner.

5.03 NON-CUSTOMARY SERVICES: Notwithstanding anything in this Agreement to the contrary, Property Manager shall not furnish or render services to the Tenants of the Building other than through the administration of service contracts specifically required under this Agreement or customarily furnished to tenants of similar buildings unless:

- a) Property Manager makes separate, adequate charges to Tenants for such services;
- b) Such charges are received and retained by Property Manager;
- c) Property Manager bears the cost of providing such services; and,
- d) Property Manager first obtains State Contract Manager's written consent.

For purposes of this Section 5.03, it is agreed that maintenance, trash collection, janitorial services and cleaning services, the furnishing of water, heat, light, air conditioning, public entrances and exits, guard or security services and parking facilities are examples of services customarily furnished to tenants of similar buildings.

5.04 PROJECT MANAGEMENT AND COORDINATION SERVICES: Owner agrees Property Manager shall be entitled to the Project Management and Coordination Fees in connection with project development, construction administration and construction facilitation of minor tenant improvements, any non-routine repairs, replacement and maintenance for the Building that are not included in the annual spending plan in accordance with Section 3.08.28 of this agreement.

"Non-routine Repairs, Replacement and Maintenance" is defined as any single item or project with a total cost or value in excess of \$25,000 which has not been included in the annual spending plan, including any tenant renovation and remodeling project that has a total cost or value in excess of \$25,000;. No payment of Project Management Coordination Service Fees to Property Manager by Owner will be required unless the State Contract Manager has given written consent authorizing provision of these services prior to initiation of any work activity.

5.05 WORK PERFORMED BY CONTRACTORS: Owner is responsible for solicitation and award of contracts for all Construction Work performed on the Properties, and Property Manager, with written authorization, shall be paid a Project Management and Coordination Services Fee for providing Project Management and Coordination Services on a project-by-project basis in accordance with Section 3.08.27-30 of this Agreement. Hourly rates for these services shall be based on the hourly rates included in **Exhibit B, Compensation.**

5.06 PROJECT MANAGEMENT AND COORDINATION SERVICES: PROJECTS ASSIGNED TO PROPERTY MANAGER: For projects assigned by the State Contract Manager to Property Manager for Project Management and Coordination Services through the issuance of a Notice to Proceed, Property Manager's duties and responsibilities shall include all services customarily or reasonably required by a project manager to successfully complete the construction project, including, but not be limited to, the following:

- a) Meet with, assist, and facilitate communications between Owner, Owner's architect or engineer, the tenant, the tenant's architect, and municipal permitting and code agencies;
- b) Identify specific tenant needs and appropriate space to fit those needs, and facilitate tours of the facilities by Owner and tenant representatives;
- c) Identify space modifications requiring construction;
- d) Assist with project planning, including coordination with Owner, tenants, and regulatory authorities to establish job responsibilities, assign tasks, and establish project procedures and schedules;
- e) Confirm all plans and drawings are [provided or] approved by Owner and, where appropriate, the tenant prior to commencement of construction;
- f) When requested by Owner, secure necessary permits from appropriate regulatory agencies;
- g) When requested by Owner, review solicitation documents and attend pre-bid meetings;
- h) Review of all construction documents, including all contracts, specifications, plans, change orders, interim work orders, and submittals;
- i) Schedule and conduct one or more pre-construction meetings with the project subcontractor;
- j) Review and monitor compliance with all project schedules;
- k) Schedule and organize regular construction meetings throughout the construction project, and take minutes for such meetings;
- l) Inspect and administer construction activities to ensure, on behalf of Owner, compliance with the plans, specifications, and contract requirements;
- m) Note and report to Owner any deficiencies in the work, and submit recommendations to Owner to remedy such deficiencies;
- n) Prepare punch lists for correcting deficiencies, and ensure the project subcontractor remedies all such deficiencies;
- o) Maintain complete project administration files, including (ii) subcontractor bonds, certificate of insurance, and licenses, (iii) construction schedules, (iv) subcontractor submittals; (v), (vi) meeting minutes, (vii) inspection notes; (viii) project correspondence and e-mails, and (ix) such other documentation as may be generated during the project.

5.07 CONSTRUCTION CONTRACTS BY OWNER: Notwithstanding any other provision in this Agreement, Owner will contract directly with Construction Contractors to have Construction Work performed at the Building.

5.08 BUILDING REVENUE ACCOUNT: All funds collected by Property Manager derived from the operation of the Building, including all Gross Monthly Collections, shall be immediately deposited in a bank account designated by Owner (the "Building Revenue Account"). Property Manager may endorse

any and all checks drawn to the order of Owner “for deposit only” and deposit them in the Building Revenue Account, but, shall have no other authority to endorse or negotiate checks made payable to Owner. The account shall belong solely to Owner, and any interest or other income earned on the assets of the Building Revenue Account shall be redeposited in the Building Revenue Account, and, shall be the property of Owner. Owner may designate a different account in any bank or financial institution as the building Revenue Account at any time by written notice to Property Manager. No funds of Property Manager shall be deposited or commingled with the funds in the Building Revenue Account.

5.09 OWNER’S PAYMENT TO SERVICE CONTRACTORS: All expenses that Owner incurs for service contracts utilized by Property Manager to service the Building, under the terms of the Agreement shall be paid by Owner to the contractor. Invoices shall be processed in accordance with Section 3.08.5 and 3.08.6.

5.10 BUILDING LEASING FEE: Property Manager may be required to provide limited space marketing and leasing services for the Properties. If requested by the State Contract Manager, Property Manager shall submit a Building Leasing Proposal that includes the estimated hours, job classification, and number of hours for each classification to the State Contract Manager for consideration and acceptance. No services under this provision shall be provided by Property Manager without the issuance of a written Notice to Proceed by the State Contract Manager. Owner shall pay Property Manager a Building Leasing Fee for these services, which will be based on the hourly rates as seen in **Exhibit B, Compensation**. Property Manager does not have exclusive leasing rights for any of the state facilities covered by this contract and Owner retains the right to hire others to perform any leasing functions.

5.11 BUILDING SUPPORT SERVICES FEE: Property Manager may be required to provide additional business office support services at the Building. If requested by the State Contract Manager, Property Manager shall submit a Building Support Proposal that includes the estimated hours, job classification, and number of hours for each classification to the State Contract Manager for consideration and acceptance. No services under this provision shall be provided by Property Manager without the issuance of a written Notice to Proceed by the State Contract Manager. Owner shall pay Property Manager a Building Support Services Fee for these services which will be based on the hourly rates as seen in **Exhibit B, Compensation**.

5.12 BUILDING MANAGEMENT FEE ADJUSTMENTS: Price adjustments to the Building Management Fee will be based on the CPI as defined below:

Property Manager may request price adjustments, in writing, 30 days prior to the contract renewal date. Requests must be in writing and must be received 30 days prior to the contract renewal date. If the contractor fails to request a CPI price adjustment 30 days prior to the contract renewal date, the adjustment will be effective 30 days after the state receives their written request.

Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Urban Alaska.

The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average July to December 2020 and each January through June thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

This annual price adjustment is limited to a maximum of 3%. If the CPI calculations indicate a price increase greater than 3%, the price adjustment shall be 3%.

All price adjustments must be approved by the procurement officer prior to the implementation of the adjusted pricing. Approval shall be in the form of a contract amendment issued by the procurement officer.

SECTION SIX: PROPERTY MANAGER PERSONNEL, SERVICE CONTRACTORS

6.01 STABILITY OF MANAGEMENT TEAM: Owner and Property Manager recognize the benefits inherent in promoting stability in the management team engaged in the operation of the Building.

6.02 PROPERTY MANAGER OBLIGATIONS: Property Manager shall use reasonable care to select qualified, competent and trustworthy employees. Subject to the provisions of this Agreement, the selection, terms of employment (including without limitation compensation and duration of employment), supervision, training and assignment of duties of all employees of Property Manager providing services related to the Building shall be the duty and responsibility of Property Manager. All personnel providing the services described in this Agreement shall be the employees of Property Manager.

6.03 MINIMUM EMPLOYMENT REQUIREMENTS: Property Manager shall employ or contract with, at Property Manager's sole cost and expense, at least the following personnel for the Building:

Please see **Exhibit A, RFP 2521H16 as amended** for additional information.

- a) On Site Building Manager
- b) Off Site Building Manager
- c) On Site Assistant Building Manager
- d) On Site Administrative Assistant
- e) Property Accountant

6.04 SERVICE CONTRACTORS: Presently, the State has existing agreements with the Service Contractors identified in **Exhibit C, Service Contracts**. Generally, the Service Contractors will perform the actual services necessary to operate, maintain, and repair the Building. Property Manager is responsible for administering these contracts and managing the respective Service Contractors in a manner that:

- a) preserves the longevity and functionality of these State assets;
- b) provides quality service and a clean, safe, and secure environment for users of the Buildings;
- c) is responsive to and in compliance with all applicable life/safety, environmental and crisis management requirements; and
- d) makes efficient, cost-effective, and coordinated use of the entities under contract with the State for provision of services at the Buildings.

If requested, Property Manager will assist Owner in the procurement of other Service Contractors. Owner will provide copies of all service contracts including contract amendments to Property Manager for administration of building services contractors.

6.05 OTHER SERVICE ARRANGEMENTS: Property Manager may elect to provide all or some of the direct services required under the scope of services through other methods, including use of its own employees. Any decision to provide required services through means other than use of Service Contractors, except for those services included in the Basic Building Management Fee, must have the prior written approval of Owner.

SECTION SEVEN: ACCOUNTING, FINANCIAL RECORDS & BANK ACCOUNTS

7.01 ACCOUNTING AND RECORDS: All accounting shall be done in accordance with generally accepted accounting principles. Property Manager shall keep original accounts, books and records of the Building, pursuant to methods and systems and in a form and substance approved by State Contract Manager, showing all receipts, expenditures and all other matters necessary or appropriate for the recording of the results of the operation of the Building. All such accounting data shall be the property of Owner, and, shall be delivered to Owner in an electronic format approved by Owner.

Such accounts, books and records shall be kept in a secure location at the Management Offices and shall be available for inspection and copying by Owner, State Contract Manager and their representatives at any time. Upon the effective date of any termination of this Agreement, all accounts, books and records shall be delivered to State Contract Manager so as to ensure the orderly continuance of the management and operation of the Building.

7.02 MONTHLY FINANCIAL REPORT: On or before the 10th day of each month, Property Manager shall provide State Contract Manager with a monthly report containing the following information for the preceding calendar month:

- a) A detailed report of the Gross Monthly Collections, showing all monies collected (identified by Tenant or other source), including without limitation rents billed (including escalations), rents collected (including escalations), vacancies, rents delinquent, rents prepaid beyond the current month, security deposits collected, and as to any percentage leases, Tenant gross sales receipts;
- b) A detailed report of all expenses paid;
- c) A comparison of the current month and year-to-date account of actual expenses to budgeted amounts, calculations of monthly and year-to-date variances from the Approved Operating and Capital Budgets, appropriate descriptions of any significant monthly or year-to-date variances and a revised projection of monies to be collected and expenses to be paid for the balance of the Fiscal Year;
- d) A written report describing any material changes in the Building which occurred during the month or is anticipated to occur;
- e) A reconciliation of amounts receivable or due to Owner;

- f) A reconciliation of the Building Revenue and Operating Accounts as to funds received, expended and held for the Building; and
- g) Any other financial or operating information which may be required from time to time by State Contract Manager or Owner.

7.03 AUDIT: Owner shall have the right to conduct an audit of all or any portion of the Building's operations at any time. Property Manager shall promptly correct all accounting method deficiencies and errors disclosed by Owner's audits, and, shall timely inform Owner in writing of all corrective actions taken. Owner's audit shall be at Owner's sole cost and expense unless an error on the part of Property Manager or its accountant is discovered which affects Owner adversely and is equal to or greater than two percent (2%) of the greater of gross expenses or gross receipts of the Building for the period audited, in which case Property Manager shall bear the full cost of the audit. Any adjustments in amounts due and owing from Owner or Property Manager shall be paid within fifteen (15) calendar days following Owner's receipt of the audit.

7.04 COLLECTION OF FUNDS: Property Manager shall use such efforts as are consistent with the Operating Standard to collect the Gross Monthly Collections as and when the same shall become due and payable. Property Manager shall not be responsible for collection of lease payments from the public Tenants of the Building, unless directed otherwise by Owner. Property Manager's role to collect the Gross Monthly Collections shall be administrative, and, shall not extend to additional means such as use of collection agencies or legal proceedings unless directed otherwise by Owner.

7.05 BUILDING REVENUE ACCOUNT: All funds collected by Property Manager derived from the operation of the Building, including all Gross Monthly Collections shall be immediately deposited in the following Building Revenue Account in accordance with instructions issued by Owner:

Property Manager may endorse for deposit only any and all checks drawn to the order of Owner for deposit in the Building Revenue Account. Any interest or other income earned on the assets of the Building Revenue Account shall be redeposited in the Building Revenue Account, and, shall be the property of Owner. Owner may designate a different account in any bank or financial institution as the Building Revenue Account at any time by written notice to Property Manager. No other funds of Property Manager shall be deposited or commingled with funds in the Building Revenue Account.

7.06 BUILDING OPERATING ACCOUNT: If so directed by State Contract Manager, Property Manager shall pay, when due, costs and expenses related to the Building in accordance with Section 7.06.1 by check from the Building Operating Account:

Owner shall transfer funds as needed to ensure adequate funds are available in the Building Operating Account to cover allowable costs and expenses. Any interest or other income earned on the assets of the Building Operating Account shall be deposited in the Building Revenue Account, and, shall be the property of Owner. Owner may designate a different account in any bank or financial institution as the Building Operating Account at any time by written notice to Property Manager.

Property Manager shall not under any circumstances write a check payable to or in favor of Property Manager out of the Building Operating Account. Property Manager shall not under any circumstances write a check payable to or in favor of any service contractor other than to reimburse a service contractor for expenditures made on behalf of Owner. In addition to authorized State authorities, only those

Property Manager personnel specifically authorized by Property Manager and approved by Contract Manager shall have authority to write checks from the Building Operating Account. Property Manager shall not issue a check for more than One Hundred Thousand (\$100,000.00) without the prior written authorization of State Contract Manager. Property Manager shall not under any circumstances issue a check from the Building Operating Account for more than Ten Thousand (\$10,000.00) without a second endorsement by an Owner-approved signatory.

Property Manager may not, without prior written approval of State Contract Manager, disburse funds from the Building Operating Account or incur expenses on behalf of Owner in the performance of its duties in excess of the total expenses for the Fiscal Year shown in the applicable Annual Business Plan. No other funds of Property Manager shall be deposited or commingled with funds in the Building Operating Account.

7.06.1 EXPENSES PAID DIRECTLY FROM BUILDING OPERATING ACCOUNT: The following costs shall be paid directly from the Building Operating Account by Property Manager if requested and approved by the State Contract Manager:

- a) Any and all costs necessary for the management, operation and maintenance of the Building, so long as such costs are provided for and are within the limits of the Approved Operating Budget, or are specifically authorized in writing by State Contract Manager;
- b) Any and all capital expenditures, so long as such costs are provided for and are within the limits of the Approval Capital Budget, or are specifically authorized in writing by State Contract Manager; and
- c) Any and all costs necessary to handle emergencies as described in Section Three of the Request for Proposals document incorporated as **Exhibit A, RFP 2521H16 as amended**.

Except to pay those costs described in Section Five of this Agreement, or as may be necessary to handle an emergency as described in Section Three of the Request For Proposals document incorporated as **Exhibit A, RFP 2521H16 as amended**, Property Manager shall not be obligated to make any advance to or for the account of Owner or to pay any sums except out of funds in the Building Operating Account.

7.07 FINAL ACCOUNTING: Property Manager shall deliver a final accounting for the Building to State Contract Manager within thirty (30) days after the effective date of any termination (whether or not for cause) of this Agreement. Such final accounting shall set forth all current income, all current expenses and all other expenses contracted for or on Owner's behalf but not yet incurred in connection with the Building, together with such other information as may be reasonably requested by Owner or State Contract Manager.

7.08 CERTIFICATIONS: Property Manager shall certify that each financial statement is true, correct and complete in all respects.

SECTION EIGHT: INSURANCE AND INDEMNITY

8.01 INDEMNIFICATION: Property Manager shall indemnify, defend, and hold harmless the

State of Alaska from and against any claim of, or liability for, negligent acts, errors, and omissions of Property Manager under this agreement. Property Manager is not required to indemnify, defend, or hold harmless the State for a claim of, or liability for, the independent negligent acts, errors, and omissions of the Department of Transportation & Public Facilities. If there is a claim of, or liability for, a joint negligent act, error, or omission of the Property Manager and DOT&PF, the indemnification, defense, and hold harmless obligation of this provision shall be apportioned on a comparative fault basis.

In this provision, "Property Manager" and "DOT&PF" include the employees, agents, and contractors who are directly responsible, respectively, to each. "Independent negligent acts, errors, and omissions" means negligence other than in DOT&PF's selection, administration, monitoring, or controlling of the Property Manager, or in approving or accepting the Property Manager's work.

8.02 INSURANCE: Without limiting Property Manager's indemnification obligation, Property Manager shall purchase at its own expense and maintain in force at all times during performance of services under this Agreement, the following policies of insurance. When specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Property Manager's policy contains higher limits, Owner shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to State Contract Manager prior to beginning work and must provide for a thirty (30) day prior notice of cancellation or nonrenewal. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this Agreement and shall be grounds for termination of Property Manager's services. All insurance policies shall comply with, and be issued by, insurers licensed to transact the business of insurance in Alaska under AS 21.

8.02.1 Commercial general liability insurance must be carried with a combined single limit of not less than \$5 (five) million per occurrence/annual aggregate. The insurance shall protect against claims which may arise out of or from Property Manager's operations at the Building, including its obligation to Owner under the indemnity clause in this Agreement. Such insurance shall be endorsed to add Owner as additional insured. Such insurance shall be considered to be primary to any other insurance carried by Owner through self-insurance or otherwise and shall contain a "cross liability" or "severability of interest" clause or endorsement. Such insurance shall not exclude coverage for damage to real and personal property of others in Property Manager's care, custody or control. Property Manager shall be obligated to pay all applicable deductibles.

8.02.2 WORKERS' COMPENSATION INSURANCE: Workers' compensation insurance must be carried for all Property Manager's employees engaged in work under this Agreement, coverage as required by AS 23.30.045. The policy must waive subrogation against Owner.

8.02.3 COMMERCIAL AUTOMOBILE LIABILITY INSURANCE: Commercial automobile liability insurance must be carried covering all vehicles used by Property Manager in the performance of services under this Agreement, with minimum coverage limits of \$1 (one) million combined single limit per occurrence.

8.02.4 BUSINESS SERVICES BOND: Property Manager shall procure and maintain at all times a business services bond that protects the State against loss arising from the want of honesty, integrity, or fidelity of Property Manager's employee(s). The bond amount shall be \$1,000,000.

8.03 PROPERTY MANAGER'S DUTIES IN CASE OF SERIOUS HAZARD OR CASUALTY: Property Manager shall immediately notify State Contract Manager, emergency response personnel, and appropriate regulatory authorities of any serious hazard or casualty concerning health, safety, or property involving the Building. Property Manager shall not settle any losses, complete loss reports or adjust losses on behalf of Owner or, except to the extent required to facilitate emergency response in the event of a hazard or casualty, meet with any federal, state or local regulatory agency without the prior written consent of Owner.

Property Manager shall notify State Contract Manager immediately if any hazardous substances or other contaminants are released on, about, under or in the vicinity of the Building.

Property Manager shall notify State Contract Manager promptly of any personal injury or property damage occurring to or claimed by any Tenant or third party on or with respect to any part of the Building. Property Manager shall forward to State Contract Manager immediately upon receipt copies of any summons, subpoena or other like legal document served upon Property Manager relating to actual or alleged potential liability of Owner, Property Manager or the Building.

SECTION NINE: RELATIONSHIP OF PARTIES

9.01 REPRESENTATIONS AND WARRANTIES

9.01.1 PROPERTY MANAGER'S EXPERTISE: Property Manager represents and warrants that it is a licensed, skilled and experienced professional in the field of commercial, office building property management, and that it has the qualifications, licensure, and expertise necessary to perform its obligations under this Agreement.

9.01.2 PROPERTY MANAGER'S AUTHORITY: Property Manager represents and warrants that (a) Property Manager has full power, authority and legal right to execute, deliver and perform this Agreement and to perform all of its obligations hereunder; and (b) the execution, delivery and performance of all or any portion of this Agreement do not and will not (i) require any consent or approval from any governmental authority; (ii) violate any provisions of law or any governmental order; or (iii) conflict with, result in a breach of, or constitute a default under, the charter or bylaws of Property Manager or any instrument to which Property Manager is a party or by which it or any of its property is bound.

9.01.3 OWNER'S AUTHORITY: Owner represents and warrants that it has full power, authority and legal right to execute, deliver and perform this Agreement.

9.01.4 RELIANCE: Property Manager acknowledges and agrees that Owner is relying upon the representations and warranties set forth in Sections 9.01.1 and 9.01.2 in entering into this Agreement, and Owner acknowledges and agrees that Property Manager is relying upon the representations and warranties set forth in Section 9.01.3 in entering into this Agreement.

9.02 NATURE OF RELATIONSHIP: In taking any action pursuant to this Agreement, Property Manager shall be acting solely as an independent contractor providing services of a property manager and nothing in this Agreement, express or implied, shall be construed as creating a partnership, joint venture, employer-employee relationship between Property Manager (or any

person employed by Property Manager) and Owner, or any other relationship between the parties hereto except that of property owner and independent Property Manager. Property Manager provides other services to Owner, nothing contained herein shall be deemed to modify, amend or diminish the agreements contained herein and Property Manager's responsibilities and duties hereunder shall be considered entirely separate from any other relationship with Owner.

9.03 COMMUNICATIONS BETWEEN PARTIES: Owner relies on Property Manager to direct and control all operations at the Building; provided, however, that Owner and State Contract Manager reserve the right to communicate directly with Property Manager, Property Manager's accountants working on matters related to the Building, and all parties contracting with Owner or Property Manager with respect to the Building.

9.04 RELATIONSHIP OF OWNER AND PROPERTY MANAGER WITH RESPECT TO LEASING: Property Manager acknowledges it is not a leasing broker or agent for the Building, unless otherwise directed by Owner. In the event Property Manager leases space in the Building, or otherwise causes space in the Building to be leased, Property Manager shall not be entitled to any commission or other fee therefore, unless Property Manager has been given written instructions by Owner to provide private tenant leasing and marketing services pursuant to Section Three of the Request For Proposals document incorporated as **Exhibit A, RFP 2521H16 as amended**.

9.05 NO SALES BROKERAGE AGREEMENT: There are no sales brokerage agreements between Owner and Property Manager. Property Manager has no brokerage agreement or understanding (exclusive or otherwise) with respect to the sale of all or any part of the Building on behalf of Owner. In the event Owner affects a sale of all or part of the Building, whether on its own or through use of brokers or others, Property Manager shall not be entitled to any fee, commission or other compensation on account of such sale.

9.06 CONFIDENTIALITY: Consistent with applicable laws, Property Manager, Owner and State Contract Manager shall maintain the confidentiality of all matters pertaining to this Agreement and all operations and transactions relating to the Building.

SECTION TEN: COMPLIANCE WITH LAWS

10.01 COMPLIANCE: Property Manager shall abide by and comply fully with all laws, rules, regulations, requirements, orders, notices, determinations and ordinances of any federal, state or municipal authority with jurisdiction over Property Manager or the Building (collectively known as "Applicable Laws"), including, without limitation, Occupational Safety and Health Act statutes, rules and regulations, and all requirements of the insurers of the Building and Owner with regard thereto. If the cost of compliance in any instance is not provided for in the Approved Operating or Capital Budget, Property Manager shall notify State Contract Manager promptly and obtain State Contract Manager's written approval prior to making the expenditure.

10.02 NOTICE: Property Manager shall notify State Contract Manager of any alleged violation of any Applicable Laws affecting the Building immediately upon becoming aware thereof.

SECTION ELEVEN: TERMINATION

11.01 TERMINATION BY OWNER WITHOUT CAUSE: This Agreement may be terminated by Owner without cause at any time upon sixty days' prior written notice to Property Manager. In the event Owner so terminates this Agreement, Property Manager shall be entitled, as its sole and exclusive remedy, to receive all Building Management Fees and other applicable fees, if any, earned and unpaid as of the date of termination.

11.02 TERMINATION BY OWNER FOR CAUSE: This Agreement may be terminated by Owner at any time during the Term upon written notice to Property Manager effective immediately, or on such later date of termination as may be stated in Owner's notice, for any of the causes set forth in this Section 11.02. In the event of a termination for cause, Property Manager shall be entitled, as its sole and exclusive remedy, to receive such earned and unpaid Building Management Fees and other applicable fees as may remain, if any, after Owner has offset any damages or other amounts owed to Owner by Property Manager. The following shall constitute grounds for termination by Owner for cause:

- a) If Property Manager fails to cooperate with Owner, State Contract Manager or any other parties in connection with leasing at the Building;
- b) If Property Manager commingles any funds related to the Building with any other funds of Property Manager, or uses any assets of the Building for purposes unrelated to operations of the Building for which Owner has contracted Property Manager services;
- c) If Property Manager breaches its duty to Owner to operate and manage the Building in Owner's best interest;
- d) If Property Manager, subject to fire, earthquake, acts of God, and other force majeure events beyond the control of Property Manager (which shall not include financial inability), and subject to the performance by Tenants of their obligations under their leases, fails to maintain the operating assets of the Building in good working order or repair and to keep the Building properly clean and free of debris, snow and ice;
- e) If Property Manager suspends or discontinues business;
- f) If a court enters a decree or order for relief in respect of Property Manager in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appoints a receiver, liquidator, assignee, custodian, trustee, sequestrator or other similar official of Property Manager or for any substantial part of Property Manager's property, or for the winding-up or liquidation of Property Manager's affairs, and such decree or order continues unstayed and in effect for a period of sixty (60) consecutive days;
- g) If Property Manager commences a voluntary case or action under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, or other similar official of Property Manager or for any substantial part of Property Manager's property, or makes any assignment for the benefit of

creditors, or fails generally to pay its debts as such debts become due, or takes any action in furtherance of any of the foregoing;

- h) If Property Manager fails to observe or perform any of its material obligations under this Agreement, and such failure continues for ten (10) days after written notice thereof has been given by Owner to Property Manager; provided, however, that if the breach is of a nature which cannot be corrected, cured or remedied, no ten (10) day cure period shall be required and Owner's termination shall be effective immediately upon notice (or on the later date stated in such notice);
- i) If any fraud is perpetrated by Property Manager, or if any representation or warranty of Property Manager made in this Agreement or in any proposal, application, financial statement or other writing delivered by Property Manager at any time pursuant to this Agreement proves to have been incorrect, incomplete or misleading in any material respect when made; and
- j) If Property Manager departs or is removed and is not replaced within thirty (30) days by a new person with equal or better qualifications, taking into account such factors as expertise, overall supervisory management, experience in the area in which the Building is located, reputation and such other factors as Owner may deem relevant, and who is otherwise acceptable to Owner in its sole and absolute discretion.

11.03 TERMINATION BY PROPERTY MANAGER: Property Manager may terminate this Agreement upon the occurrence of a default by Owner hereunder; provided, however, in the event of such default, Property Manager first shall notify Owner in writing of the exact nature of the default and Property Manager's intention to terminate this Agreement as a result of the default. Owner shall have thirty (30) days from receipt of such notice to cure the default, or such longer period as may be reasonably necessary to affect a cure, provided Owner commences to cure such default within thirty (30) days and thereafter diligently prosecutes the cure to completion.

11.04 TERMINATION ON SALE: If the Building is sold, exchanged or otherwise transferred by Owner at any time during the Term, (a) Owner shall provide Property Manager with reasonable advance notice of the proposed transfer; (b) this Agreement shall terminate as of the effective date of the transfer; and (c) neither Owner nor Owner's successor shall have any further liability to Property Manager under this Agreement except with respect to Management Fees and other applicable fees, if any, earned and unpaid as of the date of termination.

11.05 ORDERLY TRANSITION: In the event of any termination of this Agreement, Property Manager shall (a) immediately (or such later date as State Contract Manager may designate in its sole discretion) deliver to State Contract Manager all files and documents in Property Manager's possession relating to the Building and all existing Tenants of the Building; and (b) cooperate with Owner, State Contract Manager and any replacement contract property manager designed by Owner to effect an orderly transition of the management and operation of the Building to Property Manager's replacement. The obligations set forth in this Section 11.05 shall survive termination of this Agreement.

11.06 RIGHTS WHICH SURVIVE TERMINATION OR EXPIRATION: The termination of this Agreement shall in no event terminate or prejudice (a) any right arising out of or accruing in connection with the terms of this Agreement attributable to events and circumstances occurring prior to termination;

or (b) any rights or obligations specified in this Agreement to survive termination.

11.07 DISPUTES: All disputes arising out of this Agreement will be resolved under the laws of Alaska. Any dispute concerning a question of fact arising under this Agreement which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620- 632. Any appeal of an administrative order, or any original action to enforce any provision of this Agreement or to obtain relief from or remedy in connection with this Agreement, may be brought only in the Superior Court of the State of Alaska.

11.08 DAMAGES: In the event of a default by Owner resulting in a termination pursuant to Section 11.03 or it is determined by an administrative or judicial body of competent jurisdiction that Owner has terminated this Agreement in violation of this Agreement or any applicable law, Property Manager shall be entitled, as its sole and exclusive remedy for such termination, to recover only the amount of its Direct Damages. For purposes of this Section 11.08, "Direct Damages" shall mean all net profits Property Manager would have earned under this Agreement from the date of such termination until the date Owner could have validly terminated this Agreement. Owner and Property Manager expressly agree that Direct Damages shall not include any punitive or consequential damages, including, for example and not by way of limitation, any damages or losses arising from or related to the effect of such termination on Property Manager's overall operations.

SECTION TWELVE: GENERAL PROVISIONS

12.01 NOTICES: Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes (a) when delivered, if (i) by receipt- confirmed facsimile transmission with the original subsequently delivered by first class United States Mail or other means described herein; (ii) in person; or (iii) by generally recognized overnight courier service; or (b) five days after deposit in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, to the respective addresses set forth below, or to such other addresses as the parties may designate from time to time.

OWNER:

State of Alaska
Department of Transportation & Public Facilities
Division of Facilities Services
2200 E. 42nd Ave
Anchorage, Alaska 99508
Attention: Mark Davis, Division Director

PROPERTY MANAGER:

[Company Name]
[Street Address]
City, State, Zip]

Attention: [Contact Name]

12.02 ENTIRE AGREEMENT: This Agreement, together with all exhibits attached, is intended by the parties as the complete and final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement. This Agreement specifically supersedes any prior written or oral agreements between the parties with respect to the subject matter hereof. The language in all parts of this Agreement shall be construed as a whole in accordance with its fair meaning, and, shall not be construed against any party solely by virtue of the fact that such party or its counsel was primarily responsible for its preparation.

12.03 AMENDMENTS: No modification of this Agreement shall be effective unless set forth in writing signed by both parties.

12.04 INVALIDITY OF PROVISION: If any provision of this Agreement as applied to either party or to any circumstance shall be adjudged by an administrative or judicial body of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

12.05 GOVERNING LAW: This Contract shall be governed by the Alaska Procurement Code and the laws of the State of Alaska.

12.06 ASSIGNMENT: Property Manager may not assign or delegate this Agreement, or any part of it, or any right to any money to be paid under it, except with the prior written consent of State Contract Manager. Owner may assign all of its rights and delegate its duties under this Agreement (but not part of them) in connection with a sale or transfer of title to, the Building, provided that the purchaser of the Building assumes the entire Owner's obligations under this Agreement in writing and provides a copy of such assumption to Property Manager.

12.07 SUCCESSORS AND ASSIGNS: Subject to the provisions of Section 12.06, this Agreement shall be binding upon the parties and their respective successors and assigns.

12.08 COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.09 EXCULPATION: No trustee, officer, director, employee or agent of Owner shall be personally liable for any of the obligations of Owner hereunder.

12.10 CONTRACT CHANGES - UNANTICIPATED AMENDMENTS: During the course of this Agreement, Property Manager may be required to perform additional work beyond those tasks described in Section 3 of the RFP document incorporated as **Exhibit A, RFP 2521H16 as amended**. That work will be within the general scope of the initial Agreement. When additional work is required, State Contract Manager will provide Property Manager a written description of the additional work and request Property Manager to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such contract amendments per AS 36.30.400. Property Manager will not commence this additional work until State Contract Manager has secured any required Owner approvals necessary for an amendment and a written contract amendment is executed.

12.11 ANTICIPATED AMENDMENTS: During the course of this contract, the contractor may be required to perform additional work.

Any additional work will be within the general scope of the initial contract. When additional work is required, the State Project Manager will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400. Cost for additional work shall be based on the hourly rates as seen in **Exhibit B, Compensation.**

The contractor will not commence additional work until the State Project Manager has secured any required state approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Transportation & Public Facilities or the Commissioner's designee.

12.12 FURTHER ASSURANCES: Owner and Property Manager shall execute such other documents and perform such other acts as may be reasonably necessary or desirable to carry out the purposes of this Agreement.

12.13 NO WAIVER: The failure of either party to insist upon strict performance of any of the terms and provisions of this Agreement or to exercise any option, right or remedy herein contained shall not be construed as a waiver or as a relinquishment for the future of such terms, provisions, options, rights or remedies and the same shall continue and remain in full force and effect.

12.14 NO ADVERTISING: No publication, announcement or other public advertisement of Owner's name in connection with the Building shall be made by Property Manager without State Contract Manager's prior written consent, which consent may be granted or withheld in State Contract Manager's sole and absolute discretion.

12.15 SIGNS: All signs and building directories must be specifically approved by State Contract Manager. Owner hereby approves all signs and building directories existing as of the commencement of this Agreement. Any signs must meet all requirements of local sign codes and ordinances.

12.16 NEED FOR APPROPRIATIONS: All funding for work under this Agreement after Fiscal Year 2021, is contingent on an act by the Alaska State Legislature to appropriate the necessary funds.

12.17 INDEPENDENT PROPERTY MANAGER: Property Manager and any agents and employees of Property Manager act in an independent capacity and are not officers or employees of the State of Alaska in the performance of this Agreement.

12.18 PAYMENT OF TAXES: As a condition of performance of this Agreement, Property Manager shall pay all federal, State, and local taxes incurred by Property Manager and shall require their payment by any service contractor or any other persons in the performance of this Agreement. Satisfactory performance of this paragraph is a condition precedent to payment by Owner under this Agreement.

12.19 OFFICIALS NOT TO BENEFIT: Property Manager must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

12.20 COVENANT AGAINST CONTINGENT FEES: Property Manager warrants that no person or agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, contingent fee, or brokerage except employees or agencies maintained by Property Manager for the purpose of securing business. For the breach or violation of this warranty, Owner may terminate this Agreement without liability or in its discretion deduct from the fees to be paid under this Agreement the full amount of the commission, percentage, brokerage, or contingent fee.

12.21 NO ADDITIONAL WORK OR MATERIAL: No claim for additional services, not specifically provided in this Agreement, performed or furnished by Property Manager, will be allowed, nor may Property Manager do any work or furnish any material not covered by the Agreement unless the work or material is ordered in writing by State Contract Manager.

12.22 REFERENCES: The headings used in this Agreement are provided for convenience only and this Agreement shall be interpreted without reference to any headings. The date of this Agreement is for reference purposes only and is not necessarily the date on which it was entered into.

12.23 TIME: Time is of the essence in the performance of the parties' respective obligations under this Agreement.

12.24 CONSENT: Unless otherwise expressly provided in this Agreement, when a provision of this Agreement requires the consent of any party, such consent shall not be unreasonably withheld, delayed or conditioned. If a party is determined to have unreasonably withheld, delayed or conditioned its consent in violation of this Agreement or any Applicable Law, the other party shall be entitled, as its sole and exclusive remedy, to recover only the amount of its actual direct damages, and shall not be entitled to recover any punitive or consequential damages, including, for example and not by way of limitation, any damages or losses arising from or related to the effect of such unreasonably withheld, delayed or conditioned consent on the overall operations of Owner or Property Manager.

12.25 EQUAL EMPLOYMENT OPPORTUNITY:

- a) The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.

- b) The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- c) The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- d) The contractor shall include the provisions of this article in every contract, and, shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.
- e) The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- f) Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- g) Failure to perform under this article constitutes a material breach of contract.

EXHIBIT B: COMPENSATION

Payment for all services provided under this contract will be in accordance with the following cost schedule:

PART A: BUILDING MANAGEMENT FEE: The following fee shall be paid for each building each month:

Building	Monthly Building Management Fee
Robert B. Atwood Building	
Linny Pacillo Parking Garage	
Anchorage Legislative Office Building	

PART B: ADDITIONAL SERVICES: The following hourly apply to any Additional Services requested by the State Contract Manager.

Job Class	Name of Individual	Hourly Rate
Company Property Accountant		
Atwood On-Site Building Manager		
Atwood On-Site Assistant Building Manager		
ALOB On-Site Building Manager		

EXHIBIT C: SERVICE CONTRACTS

The following Service Contracts shall be utilized to the greatest extent possible by Property Manager:

Contract Category	Vendors	Buildings Served
Automated Garage Entrance Control Systems		
Backflow Prevention Inspection		
Building Engineering		
Elevator System Maintenance and Repair		
Fire Alarm Panel Inspection, Maintenance, Repair, and Monitoring		
Fire Extinguisher Inspection		
Fire Sprinkler System Inspection, Maintenance, and Repair		
Floor Mat Services		
Generator Maintenance		
HVAC Maintenance		
Interior Landscaping		
Interior Music System		
Janitorial		
Outdoor Landscaping		
Recycling Program		
Security		
Snow and Ice Control		
Sweeping Parking Areas		
Telecommunication Air Conditioning Maintenance and Repair		
UPS Annual Maintenance		
Window Cleaning		