

Town of Prosper Facility Management Services Agreement

This agreement entered into the day and year first set forth below between Contractor, TDIndustries, Inc. (hereinafter referred to as "Contractor") with its principal place of business at 13850 Diplomat Drive Dallas, Texas 75381 and The Town of Prosper, with its principal address at 250 W First Street, Prosper, Texas 75078 (hereinafter referred to as "Owner"). This agreement is referenced through the National Cooperative Purchasing Alliance (NCPA) with a Registered Quotation Number of 2021-5151059308 for Facility Services. In consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the parties hereto agree as follows:

1. This Agreement, which includes the General Terms and Conditions set forth herein, shall be effective as of the date first set forth below, and shall continue in force and effect until July 31, 2022. The Agreement shall automatically renew annually on August 1st for four additional one-year periods, subject to renewal of the NCPA Agreement thereafter unless either party notifies the other in writing via certified mail, at least sixty (60) days prior to the expiration date that said party does not wish to continue performance.
2. The following are attached hereto and made a part of this Contract: Attachment A, Scope of Services; Attachment B, Pricing; and any other written Attachments as may be mutually agreed upon in writing. The foregoing Attachments may be modified from time to time by a written Agreement executed by both parties. Agreed-upon changes, which increase or decrease the scope of services to be performed, will be subject the contract price to an equitable adjustment. Should any changes to relevant regulations, laws, or codes substantially affect Contractor's services or obligations. Owner agrees to negotiate with Contractor for appropriate changes to the scope or price of this Agreement or both Owner acknowledges and agrees that any purchase order issued by Owner, in accordance with this Agreement, is intended only to establish payment authority for Owner's internal account purposes. No purchase order shall be considered to be a counteroffer, amendment, modification or other revision to the terms of this Agreement. No term or condition included in Owner's purchase order will have any force or effect on the Terms and Conditions as described herein.
3. Contractor is an Independent Contractor and is not an employee of, partner of or in a joint venture with Owner. Contractor shall exercise general and overall control over its employees. Should Owner have a complaint regarding the performance of the services or the behavior of Contractor employees under this Agreement or request a change in the manner in which services are being performed, it shall transmit same to Contractor Area Operations Owner, whom shall take immediate action to resolve the problem.
4. All services to be performed hereunder by Contractor shall be in accordance with standard practices and procedure, as disclosed and provided in writing to Contractor, or as otherwise specifically required by Owner from time to time. Contractor may substitute its own standard practices and procedures upon written approval of Owner. Contractor agrees to take such safety precautions as are customary in the industry for the services to be performed.
5. Owner shall make available to Contractor such reasonable facilities, equipment, and supplies as required for Contractor to perform the services under this Agreement as set forth by Attachment hereto. The facilities and equipment provided by Owner hereunder shall remain the property of Owner. However, Contractor shall be responsible for maintaining the cleanliness of such facilities and equipment, unless otherwise instructed by Owner.
6. If a dispute arises, the parties shall promptly attempt in good faith to resolve the dispute by informal negotiation. All disputes not resolved by informal negotiation shall be subject to nonbinding mediation by the parties. In the event that a dispute is not resolved by such mediation, then either party may seek resolution in a state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees incurred as a result of any litigation. In the event of any conflict between the terms and conditions of this Agreement and any of its Attachments, the order precedence shall be; first this Agreement with its General Terms and Conditions, then Attachment C, then Attachment B, then Attachment A, then other Attachments to this Agreement, if any. Any notice that is required to be given under this agreement must be in writing and sent the party at the address above via certified mail.

**Town of Prosper Facility Management
GENERAL TERMS AND CONDITIONS**

This agreement shall be governed by and construed in accordance with the laws of place of performance of the Agreement. Any provisions of this Agreement which may be prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction only, and without invalidating the remaining provisions hereof in any other jurisdiction.

1. (A) Contractor agrees to indemnify and hold harmless Owner, including its directors, officers, employees, and agents from and against claims, liabilities, obligations, and expenses and costs relating thereto, including reasonable attorney's fees and other legal expenses which are based on, imposed by law upon Owner for bodily injury (including death at any time resulting therefrom) and property damage (excluding property owned by or leased to Owner) which is caused by or arises out of Contractor negligence or misconduct in the performance of this Agreement. (B) Contractor further indemnifies and holds harmless Owner, its directors, officers, employees, and agents from and against claims by Contractor's employees to the extent that such claims are based on injuries arising from or relating to the work performed under this Agreement and are not caused in whole or in part by the action or reaction of Owner. (C) In no event shall either party have any liability to the other for punitive, incidental, special, or consequential damages. (D) Contractor shall not be liable for and shall not bear any risk of claim, liability, or obligation for damage to the property, it being agreed that Owner assumes such risks in their entirety; and Owner shall arrange for its underwriters to cover its property at the site(s) (i.e. property, All Risk, boiler and machinery coverage, and other insurance coverage's) and to waive all rights of subrogation in favor of Contractor and its subcontractors. Contractor's total liability under this clause for the initial term of this Agreement, and all renewals hereof, shall be limited to a total of \$2,000,000.
2. (A) Contractor will obtain and continue in force, during the term of this Agreement, all insurance specified below. Each insurance policy shall not be canceled or changed without thirty (30) days prior written notice, given by the insurance carrier to Owner at the address set forth below. Before starting work hereunder, Contractor shall deposit with Owner certificates evidencing the insurance it is to provide hereunder: (i) Worker's Compensation and occupational Disease Disability insurance as required by the laws of the jurisdiction where the work is being performed, or by self-insurance, (ii) Employer's liability insurance in the amount of \$1,000,000 for each accident, (iii) Comprehensive automobile liability insurance for vehicles furnished by Contractor with a combined single limit of \$2,000,000 for each occurrence, (iv) Comprehensive general liability insurance with a combined single limit of \$5,000,000 for each occurrence/\$5,000,000 aggregate. (B) Contractor shall cause the aforesaid insurance policies to include: (i) Owner as an additional insured with respect to liability arising out of operations performed for Owner, by or on behalf of Contractor, but only to the extent of damages directly caused by the negligence of Contractor; (ii) a standard cross liability and severability clause; (iii) language that said insurance shall be primary with respect to liability arising out of operations performed for Owner, by or on behalf of Contractor, but only to the extent of damages directly caused by the negligence of Contractor; (iv) contractual liability coverage for liability assumed under the terms of this Agreement; (v) thirty (30) days prior written notice of cancellation or change in coverage.
3. Neither Contractor nor Owner will be responsible to the other for any punitive, special, indirect, or consequential damages. Neither party will be responsible to the other for damage, loss, injury, nor delay caused by conditions that are beyond the reasonable control, and without the intentional misconduct or negligence, of that party. Such conditions include but are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials, or supplies. If this agreement covers fire safety or security equipment, Owner understands that Contractor is not an insurer regarding those services. Contractor shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.
4. Owner acknowledges that employees assigned by Contractor to perform services pursuant to this Agreement represent a valuable resource for Contractor. Owner agrees that during the terms of this Agreement or any renewal thereof, it shall not offer to employ or accept for employment any such employees of Contractor

without the prior written consent of Contractor. In the event his Agreement is terminated by Owner for any reason at any time, other than for default by Contractor pursuant to this Agreement, Owner agrees that is shall not offer to employ or accept for employment any such employees of Contractor for a period of one hundred twenty (120) days following termination of this Agreement. In the event that Owner hires any employees of Contractor in contravention of the provisions of this Agreement, Owner agrees to pay Contractor a sum equal to one year's salary of the employee calculated at the rate paid by Contractor to the respective employee on the date of his/her termination of employment with Contractor.

5. Upon the occurrence of any default or breach of this Agreement by either party, and as long as the same shall be continuing the injured party may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and any time thereafter, so long as the other party shall not have remedied or caused the remedy of all outstanding defaults and/or breaches the injured party may elect in accordance with law and any other Agreement between the parties to: (A) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement or to recover damages for breach thereof; or (B) By notice in writing to the defaulting party, cancel or terminate this Agreement. IN addition, the injured party shall be entitled to be reimbursed for reasonable attorney's fees, costs, and expenses, and shall be required to mitigate damages to the extent feasible.
6. The agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the effective date of termination. By such termination, neither party may nullify obligations or liabilities already incurred for performance or failure to perform prior to the date of termination. In the event of termination by Owner, Owner will reimburse Contractor for all reasonable costs of termination, including but not limited to, costs of compliance of responding to Owner's instructions for implementing the termination (such as training follow-on contractors), reimbursement for unamortized costs of Contractor related to start-up expenses, tools, training and equipment that have been incurred in the performance of the work.
7. Contractor agrees to comply with any and all applicable federal, state or local regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, province or location. Contractor agrees to pay all applicable municipal, state, county or local sales, use, gross receipts or other related taxes arising out of, or relating to, the performance of this Agreement. Owner shall reimburse Contractor the amount of any such tax(es) paid.
8. This Agreement represents the entire understanding between the parties hereto, and any modifications or amendment hereof must be made in writing, executed by both parties hereto.
9. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the written consent of the other.
10. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Contractor at: Facilities Management Services business Unit Attention: Vice President at 13850 Diplomat Drive, Farmers Branch, Texas 75234. Prosper Attention: Town Manager at 250 W. First Street, P.O. Box 307, Prosper, Texas 75078.

IN WITNESS WHEREOF, the parties hereto caused this agreement to be executed this 20 day of September 2021.

Contractor

Owner

DocuSigned by:
Brian Lillard
NAME 0E754DB12068493...

NAME _____
Harlan Jefferson

TITLE Vice President

TITLE Town Manager

DATE 9/20/2021

DATE _____

Attachment A

Facility Management Scope of Services

I. Scope of Services Overview

TDIndustries, referred to hereafter as TD, shall provide facility management services to the Town of Prosper, referred to hereafter as Prosper. TD shall provide the required personnel to operate and maintain the Town Hall and Town facilities at the physical address of 250 W First Street, Prosper, Texas 75078. TD shall provide an adequate number of duly qualified management and technical staff at the site to assure that 100% of the operational requirements of the facility are being met. The definition of services required to maintain the facility and assure protection of the physical assets may vary over the course of this agreement.

II. Term of Agreement

A. The Term of this Agreement will become effective beginning September ____, 2021. The agreement shall automatically renew on August 1, 2022 and renew annually for an additional four years (subject to the renewal of the NCPA Agreement) and continue in full force and effect until either party exercises its right to terminate the agreement as provided in the Terms & Conditions of this agreement.

III. Scope of Services

Maintenance and Operations of Mechanical and Electrical Systems and Defined Support Services

A. TD will provide the following services as requested by Prosper site representative:

- Facility Management Technical Staffing
- Financial Management
- Quality Control
- Subcontract Management
- Project Management
- Inventory and Asset Control/Management

B. TD shall be responsible for operating all mechanical and electrical systems as currently in operation or added during the contract term. Prosper reserves the right to adjust as it sees fit the equipment and systems to be included under this agreement operating in Idle, Normal or Emergency modes.

C. For the purposes of this agreement, "Normal" mode operation for equipment shall consist of items including, but not limited to taking, voltage, temperature and pressure readings as may be necessary to ensure correct equipment operations, exercising equipment and reconfiguring equipment and systems to allow maintenance activities to be performed. TD shall maintain equipment and systems to design specifications and configurations that will ensure components/systems are operating at the highest possible efficiency level.

D. "Emergency" mode shall consist of items including, but not limited to, problem recognition, responding to equipment alarms, corrective actions, following procedure to stabilize equipment, returning equipment to Normal mode of operation as soon as problems are corrected, and ensuring equipment is operating correctly.

E. During any "Emergency" mode operation TD shall immediately communicate to Prosper the status of equipment and keep Prosper updated on any change in operating status of the equipment until it is returned to Normal operating mode. Current Prosper emergency escalation procedures shall be utilized and maintained by our Account Manager. Current emergency contact lists for both Prosper and TD will be updated monthly, or as necessary by TD and posted, at a minimum, in the Facilities Maintenance shops, and in the Account Manager's office.

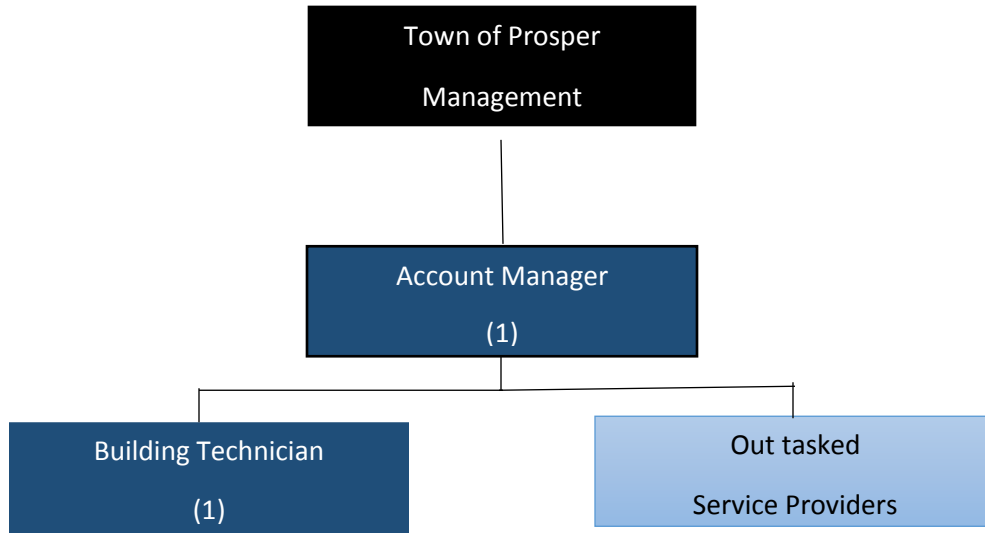
Attachment A

Facility Management Scope of Services

IV. Facility Staffing

A. The following organization chart (figure 1) defines the base staffing to be provided for the facility operations. Prosper reserves the right to change the staffing requirement at any time during the agreement term. TD will make Prosper aware of any changes in site base personnel before making such changes.

Figure 1 Proposed Staffing



Dark Blue indicates full-time site-based TD staff

B. The Account Manager shall be responsible for managing all services provided by TD per this agreement and shall meet, on a monthly basis, with Prosper site representative to review the status of services provided under this agreement. These issues may include trouble issues, financial review or work performed during the prior month.

C. The Account Manager will be required to support the staff Monday through Friday, 8am to 5pm. The Account Manager will be required to work other times in support of TD's onsite employees, provide supervision during critical maintenance activities and during unresolved emergency operating modes. The Account Manager and/or the Building Technician will be available on a 24/7 basis in the event of any emergency condition.

D. TD will comply with applicable laws, regulations, and orders with respect to the Equal Employment Opportunity Act as set forth in this Agreement.

TD, shall be responsible for appointing an Account Manager who will accomplish the following:

1. Supervise Facility Maintenance Service Staff
2. Resolve problems regarding facility maintenance service operations
3. Be available at all times to Prosper

Attachment A

Facility Management Scope of Services

4. Meet with Prosper designated representative, a minimum of once a month, to review services provided and TD performance.
5. Provide all reports, logs, inspections and other documents as specified herein.
6. Supply necessary forms required by TD. Prosper may supply custom forms. Prosper retains the option to utilize TD forms for required reports, logs and inspections if so desired.

During the Term of this Agreement, TD shall be responsible for furnishing and supervising personnel to perform its obligation as specified herein including, but not limited to the following;

1. Providing TD personnel who meet or exceed the requirements as specified herein and are conscientious, well-groomed and professional.
2. TD personnel shall provide coverage at all Prosper properties as specified herein.
3. TD shall at all times, maintain after hours "stand-by" personnel to respond to emergencies in any of the properties specified herein.
4. Being responsible for all personnel matters relating to facility maintenance services including:
 - A. Hiring of personnel
 - B. Terminating of any personnel, as may be required
 - C. Paying all wages, benefits and insurance
 - D. Expenses and operating costs
 - E. Taxes (federal, state and local)

Assure proper conduct of TD personnel through:

1. Adherence to TD Code of Conduct
2. Adherence to Prosper Code of Conduct
3. Effective TD supervision of TD employees

Prosper reserves the right to have any site-based TD employee or TD managed subcontractors removed from the account at any time, solely at Prosper's discretion. TD must maintain an active program of performing background checks and drug screens prior to recommending any personnel for duties at Prosper.

Relief Operators: In the event of preplanned vacation, extended illness, jury duty or other employee absences, TD will first attempt to cover the absences by using existing employees. In the event that work schedule cannot be rearranged in this manner, TD may temporarily hire relief operators after giving notice to Prosper and receiving written approval for the added expense workers. It is agreed that the cost for Relief Operators will be covered by Prosper if the Relief Operator is during property earned vacation and sick time.

Assist in providing Technicians for immediate deployment to provide short-term coverage for Prosper. Additional charges will apply if directed by Prosper for the following:

- A. Special Events
- B. Construction Activities
- C. Expansion in existing building
- D. Expansion in new building

Attachment A

Facility Management Scope of Services

V. Facility Staff Qualifications

A. The Account Manager shall have 10 years' experience in the operation and maintenance of mechanical and electrical systems; demonstrated leadership abilities; extensive experience in using personal computers including CMMS, MS Office, and E-mail; good communication and organizational skills as required to interface effectively between TD and Prosper and an Associate's degree in business or the equivalent.

B. The Building Technician Level One shall have minimum two years' experience in the operation and maintenance of mechanical and electrical equipment and building maintenance and operation; ability to perform duties with little or no input from immediate supervisor and have all the qualifications of the Building Technician Level One.

VI. Maintenance of Mechanical Electrical System and Equipment

A. TD, or an assigned subcontractor, shall be responsible for performing preventative maintenance tasks on all equipment as required to assure proper systems operation for all building systems to include mechanical, electrical, structural, plumbing, fire life safety and security equipment and systems. PM's will be performed based on industry standards and actual run times. Some equipment may be shut down for long periods but should be exercised to assure ongoing operational capabilities. TD shall perform all maintenance as set forth in this Agreement in a professional manner, adhering to manufacturers' recommendations and standard industry practices.

B. The following chart (Figure2) defines the specific services (in addition to other obligations under this contract) that will be performed directly by TD's onsite staff, as well as maybe performed by subcontracted services that will be managed by TD. In some cases, both TD staff as well as subcontractors will deliver portions of the services. The specific service split will be defined by the current enforced contract and total service required. Management of the following subcontracts may include scheduling when the work is to be performed and oversight or supervision of the work to ensure that it is completed correctly. TD will be responsible for coordinating with the Prosper departments that may be affected by the work.

C. The services listed in Figure 2, but not limited to Figure2, shall be awarded separately from this contract. However; TD may perform the daily coordination of these services.

Facilities Maintenance Work by Third Parties in Conjunction with TD

Because of efficiencies in cost, time, or expertise TD or Prosper may elect to use a subcontractor to perform various maintenance tasks. TD shall be required to maintain a clean environment in all work areas.

Please see Page 9 for Figure 2, Services to be performed.

Attachment A

Facility Management Scope of Services

Figure 2 Services to be performed

Service Type	On Site	Addition TD Personnel	Subcontractors
Staffing and Management	X		
Finance, Budget Management, Cost	X		
Quality Control Programs	X		
Vendor, Subcontractor and Consultant Management	X		
Safety and Work Rules	X		
Emergency Response System	X		
Service Desk		X	
Asset Control & Management		X	
Trash Removal Services	X		
HVAC Equipment Preventive Maintenance		X	
Fire Pump/Sprinkler		X	
Food Service Equipment Maintenance		X	
Electrical Work	X	X	
Plumbing Maintenance	X	X	
Switch Gear		X	
Building Fire Alarm System		X	
Energy Management Consumption Tracking		X	
Building and Operations	X		
Energy Management System	X		
Light Bulb Replacement	X		
Housekeeping Services			X
Coffee/Vending Services			X
Pest Control Services			X
Flag Services			X
Fountain Maintenance			X
Other Services as Required or Requested	X	X	X

VII. Facility Maintenance Services

A. TD shall be responsible for performing all non-preventive maintenance work orders which will include, but are not limited to plumbing, temperature adjustments, air balancing, lamps, ballast replacement, lock repairs and maintenance of architectural surfaces such as flooring, wall and window coverings, suspended ceilings and other general building maintenance as required by Prosper. TD shall perform these duties with the onsite staff to the extent of their capabilities and in coordination with other service providers. Should outside resources be required for proper performance in accordance with this Agreement, TD will obtain Prosper approval before utilizing such outside resources.

B. TD shall provide other miscellaneous services such as, but not limited to, minor carpentry, painting and moving, to the extent that time permits.

C. TD shall be required to perform minor renovation or modification work that TD is qualified to perform. This includes mechanical, electrical and HVAC work. This work must be performed utilizing existing staff when time permits. TD will provide Prosper with budget costs for additional labor and material as required.

D. TD shall be responsible for implementation of the inclement weather program and will use all diligence to assure entrances to the facility are clear of ice through the use of approved ice melt. TD will also administer Prosper existing Freeze Protection Program.

E. TD shall be required to schedule and maintain equipment inspections by certified inspectors for the building equipment such as, but not limited to, elevators, boilers and generators.

F. TD will perform monthly roof inspections and coordinate annual inspections by a certified roof inspector.

G. TD shall notify Prosper in writing at least seven (7) days prior to the Building Technician being absent from the site for vacation, off-site training, or any other purpose as needed. TD will provide Prosper with the name and pager number of the employee who will be taking on the responsibilities during the absence.

VIII. Safety Requirements

A. In addition; to all requirements in this Agreement, TD shall comply with all OSHA, MSDA Federal and State laws and regulations. TD shall be responsible for the safety program ensuring all TD employees are complying with safety regulations as well as posting all appropriate safety regulations in a conspicuous location for the contract mechanics and emergency personnel. TD shall manage hazardous waste removal in accordance with procedures developed by TD and approved by Prosper and ensure program is in compliance with State and Federal regulations.

B. Any unsafe conditions including, without limitation, the spilling or other release of any hazardous substances or materials, shall be verbally reported to Prosper immediately, with a written report to follow within two (2) hours.

C. TD will take all reasonable measures to ensure that the facilities are operated, managed, and maintained in a safe manner, including providing employees and subcontractors with a safe work environment, safety equipment and training.

IX. Tools, Equipment and Uniforms:

A. An inventory of tools and equipment owned by Prosper will be conducted at the beginning of the contract term and annually thereafter until the expiration of the contract. A list will be compiled and verified within sixty (60) days of the start of this agreement. An exit inventory shall be performed at the termination of the contract and TD shall be responsible for replacement of any missing tools and equipment at no cost to Town of Prosper.

B. All Prosper owned tools and equipment would remain onsite at all times. Personal use or use for reasons other than performance of services hereunder of Prosper tools and equipment is prohibited.

C. Any new tools and equipment purchased by Prosper shall be added to the inventory list and become the responsibility of TD to maintain.

D. Equipment needed for routine maintenance, other than hand tools, will be provided by Prosper. Prosper must authorize any additional tools or equipment needed to accomplish work prior to purchasing said tools or equipment.

Attachment A

Facility Management Scope of Services

E. TD within the first thirty (30) days of the agreement will inventory all supplies, material and critical spare parts onsite and again prior to exiting the site at the end of this agreement. TD will review the list of existing critical spares and secure any additional supplies deemed critical to the operation of the facility.

F. Prosper reserves the right to install, modify or delete any equipment or systems during the life of the contract. Prosper may use the contractor of its choice for such work if equipment is deleted or added and a reduction in the labor force results. This decision will be by Prosper.

G. TD staff shall wear a uniform that is acceptable to Prosper. The uniform will show identification of TD. The staff shall also wear a nametag at all times while on duty.

X. Office and Storage Space for TD

A. Prosper shall provide TD with appropriate office and storage space in the building to operate the maintenance organization and maintain the parts inventory.

B. Prosper shall provide TD with telephones and long distance call lines at no cost to TD. All long distance calls not associated with the scope of work shall be at TD's cost. Any use of phone for personal calls or calls not related to services hereunder is prohibited.

XI. Future Scope Modifications

A. Prosper may elect to change the scope of this Agreement anytime based on changes in mission of facility use or schedules. However; TD will be allowed ample time and opportunity to adjust their onsite work force to accommodate the required changes. If required to make adjustments TD will adjust the scope of the operations staffing, subcontracts or other facility management and operations as may be required to meet Prosper needs. In all cases, TD will be compensated under the terms of this agreement for normal and customary operational expenses under the terms of this agreement.

XII. Purchasing Requirements

A. Prosper is not obligated to purchase any parts, tools, equipment, consumables, additional services or construction services from TD.

B. TD will order all supplies and materials required in the delivery of the contract at a 15% fee, to be billed monthly. Prosper may, at its own discretion, add new or transfer existing purchasing agreements to the scope of this agreement. Prosper may at its discretion, also choose to provide any or all supplies and materials directly, without TD markup or fees. All purchases of spare parts will be through OEM suppliers/distributors or through Prosper approved alternates.

C. TD shall be responsible for securing any required rental equipment needed for the delivery of scope of services within the contract. Prosper will be billed at TD's cost plus 15% fee.

Attachment A

Facility Management Scope of Services

D. All TD requests for compensation of materials and/or services purchased or secured through the agreement will have back-up invoices from the original supplier and a breakout of all charges included in the normal billing detail before Prosper will approve payment.

E. TD shall be authorized to place purchase orders for materials and supplies for support of Facilities Maintenance for Prosper up to the amount of Twenty-Five Hundred Dollars (\$2,500) per purchase order, up to a total in any month of Three Thousand Dollars without prior written permission of Prosper. TD shall obtain Prosper prior approval for purchases over these amounts. With each purchase made, TD shall submit to Prosper the following documentation: purchase order, copy of vendor invoice, receipt ticket or other information received with the purchase. Additionally, TD shall provide monthly variance and activity reports regarding purchase orders from the preceding month to Prosper.

XIII. Maintenance of Quality Management Program

A. TD shall be required to implement a site-specific quality management program ("Quality Management Program") for the facility maintenance and shipping and receiving services within Sixty (60) days from the effective date of this agreement. The Quality Management Program will measure and improve services including, but not limited to the following areas:

- Customer Satisfaction
- Critical Systems up time
- Preventative maintenance work order completion rates/delinquency
- Open work order backlog
- Condition and appearance of facilities
- Budget Compliance
- Maintenance cost per square foot
- Material Cost

B. TD will submit a monthly report to Prosper highlighting key issues and documenting progress toward implementing our Quality Management Program. This report will provide performance metrics in the key areas of the Quality Management Program. TD will use this data to audit and improve performance, compile summary reports, identify trends, and actively support the project staff in resolving emerging issues and concerns.

XIV. Pricing/Billing

A. TD will provide Prosper with a monthly detailed invoice for all labor, materials, subcontract services, rentals and any authorized work performed above the base contract.

B. TD shall obtain Prosper approval for any overtime charges before such accrual. If addition or deletion of equipment, software or systems result in reduction in needed employees, then TD shall correspondingly reduce labor charges to Prosper.

Attachment A

Facility Management Scope of Services

C. Labor required and approved by Prosper Site representative will be billed a total of TD actual payroll cost to include fringe benefits, taxes, workmen's compensation and insurance etc., as set forth in the pricing section of this agreement. A summary invoice with backup detail and copies of timesheet summaries for each employee is required. The labor cost buildup percentages outlined in the pricing section, will be used in determining billable labor costs, subject to increases as required by State and Federal law.

D. No payment made shall be considered as conclusive evidence of the satisfactory performance of contractual obligations under the agreement in whole or in part, nor shall payment be construed as relieving TD from its full responsibility under the Agreement.

E. Should Prosper dispute any portion of TD' monthly invoice, Prosper shall pay the undisputed portion of the invoice and advise TD in writing of the disputed portion.

XV. Assignability

Contract is assignable at Prosper option to Prosper nominee. TD shall not assign contract without Prosper prior written consent.

Attachment B – NCPA Facility Services Pricing

Personnel - Included Benefits

Standard Benefits
Core Safety Training - Included
Training related to licensing - Included
Uniforms – Included
Communication Device – Included

Hourly Rates (per NCPA Contract)

Project Manager

Hourly Bill Rate	\$ 119.93
Annual Hours – 117 hours	\$ 14,031.81

General Maintenance Technician – Full Time

Hourly Bill Rate	\$ 44.94
Annual Hours – 2,080 hours	\$ 93,475.20

General Maintenance Technician – Part Time

Hourly Bill Rate	\$41.50
Annual Hours – 100 hours	\$4,150

Additional Facility Services personnel may be added to project on an as needed basis. Hourly bill rates are based on NCPA Dallas labor classifications.

Mark-up on Third Party Contracts (NCPA Pricing)

15%

Computer Maintenance Management System (CMMS)

One license @ \$3,750 per license per year: \$3,750

Transportation

Hourly rate does not include transportation costs. Mileage expense is estimated to be approximately \$354.25/month based on General Services Administration (GSA) mileage rate of \$0.545/mile.

Overtime pay applies at 1.5 times.
NCPA pricing increases annually.

Coverage for PTO time not included in above pricing.

*Changes in the cost of healthcare due to the Affordable Healthcare Act (AHA) may effective the future cost of healthcare premiums. Any changes will be passed through at cost.

Attachment C - Third-Party Service Providers

Housekeeping Services: AHI Facility Services, Inc.

Town Hall Pricing (w/o mark-up):

Total: \$52,598.78/year (\$4,383.23/month)

Police Station

Total: \$62,227.17/year (\$5,185.60/month)

Mark-up (15%): \$17,223.89/year (\$1,435.32/month)

Total: \$132,049.84/year (\$11,004.15/month)

Pest Control Services: Green Pest Guys

Pricing (w/o mark-up):

Town Hall \$3,576 (\$298 x 12 months)

Police Station \$2,286 (\$190.50 x 12 months)

\$511.50 (11 bait boxes at \$46.50 each) Town Hall

\$621.50 (11 bait boxes at \$56.50 each) Police Station

With bait boxes \$6,995.00/year

Mark-up (15%): \$1,049.25

Total: \$8,044.25

Coffee Services: Community Coffee

Town Hall \$9,000 year (750 x 12 months)

Police Station \$4500 year (375 x 12 months)

Pricing: \$13,500/year

Mark-up (15%): \$2025.00/year

Total: \$15,525/year (1,218.75/month)

Water Feature Maintenance: Prestige Pool & Patio

TDIndustries will manage service provider that will regularly maintain, and clean Prosper Town Hall's water feature as needed on an ongoing basis.

Pricing: \$3,708/year

Mark-up (15%): \$556/year

Estimated Total: \$4,264/year

Attachment C - Third-Party Service Providers

Floor Cleaning & Polishing: GBS Group

TDIndustries will manage service provider that will execute deep cleaning and polishing of Prosper Town Hall marble floors on a semi-annual basis. Additionally, the provider will clean and condition the library wood stairs annually. Service provider will also clean and seal tile bathroom floors at the town hall on an annual basis.

Town Hall: \$10,695/year

Service provider will clean and seal tile bathroom floors at the Police Station on an annual basis, will deep clean gym floor on a quarterly basis and will clean the LVT floor semi-annually.

Police Station: \$14,903/year

Mark-up (15%): \$3,839.70/year

Total: \$29,437.70/year

HVAC Planned Maintenance: TDIndustries – Service

TDIndustries will manage TDIndustries HVAC Service department to provide semi-annual planned maintenance inspections for Prosper Town Hall's HVAC systems.

Town Hall: \$6,536.95/year (\$3,268.48 semi-annually)

Police Station: \$4,553.00/year (\$2,276.50/year)

Mark-up (15%): \$1,663.49/year

Total: \$12,753.44/year

Interior/Exterior Window Washing: City Wide Building Services

TDIndustries will manage service provider that will execute semi-annual window washing for all interior and exterior windows for Prosper's Town Hall.

Pricing: \$8,205/year

Mark-up (15%): \$1,230.75/year

Total: \$9,435.75/year

Attachment C - Third-Party Service Providers

Generator Planned Maintenance: Clifford Power

TDIndustries will manage service provider that will execute semi-annual planned maintenance inspections for Prosper Town Hall and Police Station Generators.

Town Hall: \$1,514/year (\$757.00/semi-annually)

Police Station: \$2,587/year (\$646.75/quarter)

Mark-up (15%): \$615.15/year

Total: \$4,716.15/year

Fire Suppression System Maintenance: Firetrol Protection Systems

TDIndustries will manage service provider that will execute the annual inspection of all the fire and life safety systems at Prosper Town Hall.

Town Hall: \$3,195/year

Police Station: \$1,395/year

Mark-up (15%): \$688.50/year

Total: \$5,278.50/year

Annual Roof Inspection: Supreme Roofing

TDIndustries will manage service provider that will execute the annual roof inspection at Prosper's Town Hall which will include a digital report that documents all findings and deficiencies at each roof section.

Pricing: \$500/year

Mark-up (15%): \$75/year

Total: \$575/year

Energy Management System

TDIndustries will manage service provider that will provide test and inspections, technical support and software services for the Energy Management and Control System. This will be on a semiannual basis for Town and Police Station.

Pricing: \$8,231/year

Mark-up (15%): \$1,234.65/year

Total: \$9,465.65/year

Service Agreement Budget \$346,952.29