

## **MANAGEMENT SERVICES AGREEMENT**

THIS MANAGEMENT SERVICES AGREEMENT (hereinafter the "Agreement"), is entered into this 1<sup>st</sup> day of July, 2022 (the "Effective Date"), by and between WFF Facility Services, LLC dba HES Facilities Management,, a foreign limited liability company domiciled at 9202 S. Northshore Drive Suite 202, Knoxville, TN 37922 (hereinafter "HES"), and the EAST BATON ROUGE PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana (hereinafter "EAST BATON ROUGE PARISH SCHOOL SYSTEM" or "EBRPSS"). EBRPSS and HES will be referred to jointly herein as the "Parties" and individually as a "Party." EBRPSS and HES in exchange for the good and valuable consideration described within this Agreement, hereby agree and contract as follows:

### **1. SCOPE OF MANAGEMENT SERVICES; HES INDEPENDENT CONTRACTOR.**

1.1 Nature and Scope of Engagement. EBRPSS hereby grants to HES the exclusive right to provide EBRPSS with certain Management Services for EBRPSS' Facilities during the Term (defined below in Section 9) of this Agreement, subject to all of the terms and conditions contained herein. "Management Services" or "Services" are defined by the scope of work described herein and in the attached Exhibits 1-5, the RFP issued by the EBRPSS (RFP #1-20), and HES's proposal submitted in response to the RFP, the terms and conditions and scopes of work of which are all incorporated by reference herein. In the event of any conflict between the terms and conditions or work scopes incorporated herein, the following order of precedence shall govern: (1) terms and conditions of this Agreement and Exhibits, (2) terms and conditions of the RFP, and (3) terms and conditions of HES's proposal. The "Facilities" for which Management Services will be provided are the real property owned or leased by the EBRPSS, and the buildings and other improvements located thereon. HES shall render the Management Services and perform all work with the degree of professional care, skill, and diligence normally exercised by professional service providers in similar circumstances. HES shall have no responsibility for any services that may be required for the ownership and operation of the Facilities that are not included in the scope of the Management Services to be provided by HES herein.

1.2 EBRPSS Commitment of Support. EBRPSS acknowledges that HES will need the active support of EBRPSS' professional, administrative, operations, and other personnel to provide Management Services under this Agreement, and EBRPSS agrees to use its reasonable efforts to cooperate with HES in that regard; provided however, nothing contained herein shall obligate EBRPSS to hire any additional staff or expend any additional money in connection with such efforts.

1.3 Independent Contractor. HES will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make HES, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with, EBRPSS. HES's authority is limited to performing the Management Services set forth herein in accordance with the terms of this Agreement. HES shall at no time be acting as an architect, engineer, indoor air quality expert or other design professional and shall not be required to carry out duties requiring the services of a design professional.

### **2. SERVICES**

2.1 Management Services. HES will provide the following Management Services in accordance with the Exhibits and in accordance with the terms and conditions of this Agreement.

SERVICE	EXHIBIT
Custodial	A
Grounds	B
Operations and Maintenance	C
Materials Management	D
Site List	E

2.2 Permits and Licenses. HES shall be responsible to fully comply with all applicable federal, state, and municipal laws, ordinances, regulations, and orders relative to the use, operation, repair, and maintenance of the Facilities. HES shall, at its expense, procure all licenses and permits which are required or may be required for HES to lawfully render the Services throughout the duration of the Agreement.

2.3 Expenses. Each Party will be responsible for the expense incurred by such Party in connection with the performance of its duties and obligations under this Agreement. The cost of any single corrective maintenance event, project, or special request with a total cost of parts, and materials of \$1,000 or less shall be the responsibility of HES. EBRPSS will be responsible for the total cost of work orders, projects or special requests exceeding \$1,000 per incident less any HES available skilled labor. All incidents that require third party skilled labor will be the responsibility of EBRPSS. HES is solely responsible for any indirect costs that it incurs in the performance of the Services. In the event federal, state, or local agencies impose new sales or use taxes, fees, premiums in connection with the provisions of the Services during the term of this Agreement and subsequent to the commencement of the Services, the Contract Amount may be adjusted to reflect such change. EBRPSS and HES may, from time to time, agree to have HES provide additional services that are beyond the scope of this Agreement, in which event the Contract Amount shall be adjusted, as agreed upon by the Parties, in writing. During any such negotiation, each Party will continue to perform its duties and obligations under, and in accordance with, this Agreement.

2.4 Fair Share Partnership and Minority and Women Business Enterprise. HES will support EBRPSS' goal of supporting local business enterprises who are registered participants in EBRPSS' Fair Share Partnership Program. HES shall comply with the School Board's Disadvantaged Business Enterprise Policy and agrees to make diligent efforts to utilize local minority and women business enterprises in HES's provision of the Management Services. HES shall provide a report to EBRPSS detailing the specific actions that HES has taken and plans to take regarding the utilization of local minority and women business enterprises in connection with this Agreement. Such report shall be reported semi-annually. During the term of this Agreement, HES shall maintain a minimum of 50% participation by minority and women business enterprises in the value of services contracted by HES. Failure to maintain such minimum requirement shall constitute a breach of this Agreement.

In furtherance of its agreement to make diligent efforts to utilize local minority, women, and disadvantaged business enterprises in the provision of the Management Services, over the term of this Agreement, HES, utilizing their own funds, shall invest in the training and development of, and performance incentives for, minority, women, and disadvantaged business enterprises. HES shall document its progress in its periodic reports required pursuant to this paragraph 2.4. Moreover, HES shall engage their services pursuant to a written contract.

On an semi-annual basis HES and EBRPSS will review all current and proposed subcontractors.

2.5 Community Action Plan. Over the term of this Agreement, HES shall provide fifty thousand dollars (\$50,000.00) annually to EBRPSS in support of a community action plan to be developed through the mutual efforts of the Parties, focused on the advancement of educational achievement within the district.

Said plan shall be reduced to writing and provided to EBRPSS within 180 days after executing this agreement along with a proposed budget. The Community Action Plan shall be reviewed and updated annually.

2.6 Standard of Performance: HES shall use its best efforts, skill, diligence, judgment, and abilities to perform the Services in accordance with the standards specified in this Agreement, all applicable laws, and the recognized industry standards. HES shall perform the Services without unreasonable interference with the activities of EBRPSS's employees, agents, invitees, or visitors. Additionally, EBRPSS agrees not to unreasonably interfere with HES's performance of the Services.

### 3. PERSONNEL

3.1 HES Management Team. (a) HES agrees to furnish and maintain skilled and qualified management and supervisory personnel in adequate numbers and with a job class and skill set on duty at the Facilities for the efficient management of the Management Services (the "HES Management Team"), which HES may adjust from time to time, as appropriate, subject to the prior consent of EBRPSS. The HES Management Team will be led by the Resident District Manager or equivalent position, who shall be HES's chief representative in connection with the performance of HES's obligations, powers and duties under this Agreement. HES will and hereby does indemnify, defend and hold EBRPSS harmless from and against claims, counterclaims, demands, liabilities, losses, damages, causes of action, suits, legal proceedings, judgments, penalties, fines, costs and expenses (including without limitation reasonable attorneys' fees and expenses incurred by EBRPSS) relating to or arising out of any claim asserted against EBRPSS by any member of HES's Management Team.

(b) All of the personnel described in paragraph 3.1(a) will be employees of HES and HES shall perform, maintain on file, and make available to EBRPSS upon request criminal background checks on all of its employees. HES will pay all compensation, including salaries and benefits, and other taxes, fees, workers' compensation insurance and other charges or insurance levied or required by any federal, state, or local statute in connection with their employment. The background check requirement provided for in this paragraph shall apply to all HES employees employed at EBRPSS.

(c) If any member of the HES Management Team should become unacceptable to the Superintendent of EBRPSS or his or her designee, such person may request, in writing, the removal of such member. Upon the receipt by HES of such a request, HES will provide an immediate temporary replacement within forty-eight (48) hours. A mutually satisfactory replacement shall be made within a reasonable time, not to exceed thirty (30) calendar days. The HES Management Team will be subject to the rules and regulations of EBRPSS while on the Facilities.

(d) HES shall pay for all transportation and location costs associated with locating operational team staff at EBRPSS.

(e) Restrictions on Hiring Management Team. "Management Employees," for the purpose of this Section, is defined as those persons who performed management or professional services for the Facilities, directly or indirectly, at any time during the then previous twelve (12) months (unless such persons were HES employees who were employed formerly by EBRPSS. HES agrees that no Management Employees of EBRPSS will be hired by HES for the term of this Agreement and twelve (12) months thereafter. This provision shall not apply to any Fair-share or Community Business Partners.

The parties acknowledge that each has invested considerable amounts of time and money in training its Management Employees in the systems, procedures, methods, forms, reports, formulas,

computer programs, plans, techniques and other valuable information. Therefore, the parties agree that no Management Employees of either party will be hired by the other for the Term of this Agreement and twelve (12) months thereafter. Additionally, the parties further agree that any violations of the conditions set forth in this Section, the offending party will pay the other and the other will accept as liquidated damages and not as a penalty, an amount equal to one times the annual salary (base and bonus) of the Management Employee(s) retained by the offending party.

3.2 Service Employees. (a) HES will hire any and all Service Employees HES deems necessary for the efficient provision of Management Services. The Service Employees will be subject to the rules and regulations of EBRPSS while on the Facilities. HES will be responsible for all wages and salaries, payroll and other taxes, benefits, fees, and other charges or insurance levied or required by any federal, state or local law, statute or regulation (including but not limited to unemployment taxes, Social Security contributions, worker's compensation premiums and similar taxes and payments), attributable to HES Service Employees.

(b) HES shall not discriminate because of race, color, religion, sex, age, national origin, sexual preference, disability or status as a veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of the Service Employees. HES affirms that it is an equal opportunity and affirmative action employer and shall comply with all applicable federal, state, and local laws and regulations relating to non-discrimination and affirmative action. HES will and hereby does indemnify, defend and hold EBRPSS harmless from and against claims, counterclaims, demands, liabilities, losses, damages, causes of action, suits, legal proceedings, judgments, penalties, fines, costs and expenses (including without limitation reasonable attorneys' fees and expenses incurred by EBRPSS) relating to or arising out of any claim asserted against EBRPSS by any HES service employee.

(c) HES will work with custodial business partners to create staffing plans based on new schedules to meet scope requirements. Such staffing plans shall include scheduled projects and work days during holidays, summer months and non-instructional days.

(d) If any HES Service Employee should become unacceptable to the Superintendent of EBRPSS or his or her designee, such person may request, in writing, the removal of such member. Upon the receipt by HES of such a request, HES will provide a temporary replacement with, a mutually satisfactory replacement.

(e) All of the personnel described in section 3.2(a) will be employees of HES and HES shall perform, maintain on file, and make available to EBRPSS upon request criminal background checks on all of its employees. HES will pay all compensation, including salaries and benefits, and other taxes, fees, workers' compensation insurance and other charges or insurance levied or required by any federal, state, or local statute in connection with their employment. The background check requirement provided for in this paragraph shall apply to all HES employees employed at EBRPSS.

3.3 HES Subcontractors/Vendors. (a) HES will hire any subcontractors and contract with any vendors that HES deems necessary for the efficient provision of Services. HES's subcontractors and vendors will be subject to the rules and regulations of EBRPSS while on the Facilities. HES will be responsible for all payments due to any HES subcontractor or vendor.

(b) HES shall not discriminate because of race, color, religion, sex, age, national origin, sexual preference, disability or status as a veteran, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities of its

subcontractors and vendors. HES will and hereby does indemnify, defend and hold EBRPSS harmless from and against any claim, counterclaim, demand, liability, loss, damage, cause of action, suits, legal proceeding, judgment, penalty, fine, cost and expense, including without limitation, reasonable attorneys' fees and expenses relating to or arising out of any claim or allegation, asserted by any HES subcontractor or vendor (or any employee of same) against EBRPSS.

(c) HES will work with its subcontractors and vendors to create staffing plans based on new schedules to meet scope requirements. Such staffing plans shall include scheduled projects and work days during holidays, summer months and non-instructional days.

(d) If any HES subcontractor or vendor should become unacceptable to the Superintendent of EBRPSS or his or her designee, such person may request, in writing, the removal of such person/entity. Upon the receipt by HES of such a request, HES will provide a temporary replacement with, a mutually satisfactory replacement.

(e) HES shall ensure that all HES subcontractors and vendors, who enter EBRPSS Facilities, undergo a criminal background check, prior to performing any work. HES shall maintain the results of said background check and shall make said background check available to EBRPSS upon request. The background check requirement provided for in this paragraph shall apply to all HES subcontractor and vendor employees who enter EBRPSS facilities.

#### **4. MATERIALS AND SUPPLIES**

4.1 Custodial. HES will procure, at its own expense, all materials and supplies which are needed to perform all of the cleaning functions of the custodial department Management Services. HES agrees to provide, at its own expense, all expendable supplies required in connection with the operation of the custodial department, including but not limited to toilet tissue, paper towels, washroom soap, and plastic container liners, and any other materials or supplies commonly used to provide custodial operations. HES shall be responsible to launder mops. All supplies shall be maintained at appropriate levels by HES in sufficient quantities to prevent delays in the performance of said services and to maintain availability of the supplies contemplated herein.

4.2 Plant Maintenance. HES shall procure, at its own expense all building maintenance supplies, materials, repair parts, and purchased services required to keep buildings in a neat, tidy, clean, and operable condition. The cost of any single corrective maintenance event, project, or special request with a total cost of parts, and materials of \$1,000 or less shall be the responsibility of HES. EBRPSS will be responsible for the total cost of work orders, projects or special requests exceeding \$1,000 per incident less any HES available skilled labor. All incidents that require third party skilled labor will be the responsibility of EBRPSS.

4.3 Grounds. HES shall procure, at its own expense, all grounds supplies, materials, repair parts, and purchased services required to keep the grounds in a neat, tidy, clean, and aesthetically pleasing condition.

4.4 Disposal of Supplies and Materials. EBRPSS and HES shall at all times remain responsible to comply with any federal, state, or local statutes or regulations applicable to EBRPSS regarding the disposal of supplies and materials. At the termination or expiration of this Agreement, EBRPSS in its sole discretion, may purchase HES's usable inventory of supplies and materials that have not yet been charged as a direct cost of operation. The purchase price for such inventory will be HES's invoice cost, and HES will submit to EBRPSS an invoice for such inventory.

**5. EQUIPMENT**

5.1 Equipment Provided by HES. All equipment and software provided by HES to render the Services (including computer hardware) shall remain the property of HES; provided, however, that at the expiration or termination of this Agreement, HES will offer to sell such equipment to EBRPSS at its then net book value.

5.2 Equipment Provided by HES: Custodial. HES agrees to provide and maintain all custodial equipment needed to perform the custodial services specified in this Agreement. For purposes of clarity, HES is responsible to provide and maintain, at its costs, all equipment that would be reasonably expected to be utilized in the provision of custodial services to a large, multisite educational institution.

5.3 Equipment Provided By EBRPSS: Plant Operations and Maintenance. (a) EBRPSS will provide such other items as may be set forth in Exhibit C attached hereto.

5.4 Equipment Provided by HES: Grounds. HES agrees to provide and maintain all grounds equipment needed to perform all grounds services. For purposes of clarity, HES is responsible to provide and maintain, at its costs, all equipment that would be reasonably expected to be utilized in the provision of grounds services to a large, multisite educational institution. HES shall manage the maintenance of such equipment to keep it in an operable, workable, and safe condition and replace as needed.

5.5 Computer Hardware and Software Provided by HES. (a) All computer hardware and software provided by HES to render the Management Services shall remain the property of HES.

**6. COMPENSATION**

6.1 EBRPSS Agreement to Pay HES. In consideration of HES's performance under this Agreement, EBRPSS agrees to pay to HES as set forth below.

6.2 Contract Amount. Subject to adjustment as provided in subsequent sections of this Section 6, the annual Contract Amount shall be \$20,448,178.60. The annual \$20,448,178.60 is broken down by scope of work as follows:

<u>SCOPE OF SERVICES</u>	<u>COST</u>	<u>INITIAL BASIS OF COSTS</u>	<u>PRICE PER UNIT</u>
<u>Custodial Services</u>	<u>\$10,221,144.01</u>	<u>6,051,730 Total Building SF</u>	<u>\$1.69 per SF</u>
<u>Facilities Maintenance</u>	<u>\$7,557,700.28</u>	<u>Sites identified in Exhibit E</u>	
<u>Landscaping/Grounds.....</u>	<u>\$2,140,481.77</u>	<u>1,215 Acres in Exhibit B.....</u>	<u>\$1,761.71 per Acre</u>
<u>Materials Management.....</u>	<u>\$452,458.35</u>		
<u>HES Bond Costs.....</u>	<u>\$76,394.19</u>		

The parties agree that EBRPSS, HES and all relevant vendors will meet to audit and review specifications related to grounds maintenance services and adjust costs to accurately reflect the new specifications within 10 business days of execution of this contract.

EBRPSS reserves the right to remove grounds maintenance services from the contract in the event of a failure to arrive at a mutually beneficial agreement as to this provision. EBRPSS agrees to honor any contractual exit clauses in contracts between HES and vendors related to grounds maintenance services and the removal of this provision.

EBRPSS shall make payment of the annual Contract Amount on a monthly basis. In the event EBRPSS makes a prepayment of the Contract Amount and this Agreement terminates prior to the provision of the Services for the period covered by the prepayment, HES will reimburse EBRPSS for unearned portion of that amount. If the Services commence on a day other than the first day of a month, or if the Services terminate on a day other than the last day of a month, the Contract Amount for the first or the last month shall be prorated on the basis of the number of days within such first or last month on which Services were provided.

**Changes in Mandated Benefit Costs, Minimum Wages, Taxes or Other Employee Costs:** In the event of a change in Federal or State Mandated Benefits, including, but not limited to: healthcare costs, paid sick time costs, paid leave costs, the Contract Price shall be changed by the actual change in the costs to HES. In the event of a change in the Federal, State, or local minimum wage rates applicable to any of HES's employees, the labor cost portion of the Contract Price shall be changed by the percentage increase in the minimum wage rates. In the event of a change in social security taxes or the Federal or State unemployment taxes, or the imposition of new Federal, State or local payroll or service taxes applicable to any of HES's employees or services provided by HES, the Contract Price shall be changed by the actual change in costs to HES. Any such changes shall be effective from the date such cost changes went into effect.

**6.3 Payments of the Contract Amount.** (a) Payment of the Contract Amount will be made on a monthly basis, with each payment being due on or before the 1<sup>st</sup> business day of each month. HES shall submit its monthly invoice to EBRPSS at least thirty (30) days before the day payment is due. For purposes of clarity, the first payment due under this Agreement will be due on or before July, 1, 2022. The School Board agrees that the first payment made under this Agreement will be made for both the months of July and August of 2022. Thereafter, payments will continue on a monthly basis.

(b) If EBRPSS wishes to dispute a portion of an invoice, EBRPSS must provide written notice to HES of the basis of the dispute within 30 days from the date the invoice was received. EBRPSS agrees to pay the undisputed amount of such invoice. The Parties will then negotiate a mutually acceptable resolution to the dispute by the end of the month in which HES receives the notice of dispute from EBRPSS.

**6.4 Adjustment of the Contract Amount.** (a) HES may request, in writing, an increase in the contract amount and EBRPSS may request, in writing, a decrease in the contract amount. Both Parties will meet, within thirty (30) days of said request, to review and discuss the requested percentage increase or decrease in the Contract Amount to determine the reasonableness of the adjustment. Within thirty (30) days after said meeting, both parties shall provide the other with written notice of their decision. The Contract Amount shall be increased or decreased by the percentage mutually agreed upon by the Parties. The increases or decreases in the Contract Amount which are made pursuant to this Section 6.4 shall commence with the first payment to be made by the EBRPSS to HES following the effective date of such rate increase or decrease.

**6.5 Adjustment of the Contract Amount: Change in Services.** The Parties acknowledge and agree that, at any point during the term of this Agreement, EBRPSS may audit the actual square footage or acreage of its Facilities that HES is directly required to service. As it relates specifically to the provision of custodial services, the RFP issued by EBRPSS estimated the total square footage of each Facility at which custodial services were to be provided. This estimated total square footage, however, included square footage upon which no custodial services can be performed (i.e. interior of walls, etc.) The School Board intends, at a later date, to determine the actual "net cleanable" square footage of its facilities. Once the "net cleanable" square footage is calculated, EBRPSS shall be entitled to a reduction in custodial services price based upon

the “net cleanable” area, once said area is determined. The reduction shall be based upon the unit price calculated from HES’s custodial services proposal price versus the estimated square footage that was estimated in the RFP. In addition to the above, EBRPSS agrees to notify HES in writing in the event that there is a material change in square footage of any school, the area, job descriptions, manner of use of its premises, hours of operation of any equipment or facilities within its premises, the types of equipment on its premises, or other conditions. The term “Material Change” shall be defined for purposes of this Section to mean change(s) which affects the specific duties described in the Exhibits and/or impacts the resources required for HES to perform the Services hereunder. Subject to the above, either Party may propose an adjustment to the Contract Amount and the Parties will negotiate in good faith and attempt to mutually agree upon the reasonable adjustment to the Contract Amount. If and to the extent that any such material change materially affects the specific duties described in the Exhibits and/or materially impacts the resources required for HES to perform the Services hereunder either Party may propose an adjustment to the Contract Amount and the Parties will negotiate in good faith and attempt to mutually agree upon the reasonable adjustment to the Contract Amount. If the Parties cannot agree regarding the adjustment, HES will not be required to provide any Services in connection with such material change. If the Parties reach agreement regarding the adjustment, the amount of the adjustment will be prorated and be retroactive to the date of such. During the negotiation regarding the proposed adjustment, each Party will continue to perform its duties and obligations under this Agreement.

**6.6 Payment for Additional Services.** HES shall provide additional services outside the scope of this Agreement upon the request of EBRPSS at a cost mutually agreed upon in writing by the Parties. Within fifteen (15) days following completion of additional services, HES shall forward an invoice for the additional services to EBRPSS. All invoices submitted by HES to EBRPSS for additional services shall be paid within thirty (30) days of the invoice date.

**6.7 Performance Bond.** HES agrees to provide a Performance Bond in the amount of Five Million Ninty Two Thousand and Nine Hundred Forty Six and 10/100 Dollars (\$5,092,946.10).

**6.8 Performance Standards.** HES agrees to perform the Services in accordance with the performance standards set forth in each Exhibit attached hereto (“Performance Standards”). New Performance Standards may be established by mutual agreement of the parties prior to the beginning of each Agreement year.

**7. HES FINANCIAL COMMITMENTS**

**7.1 Annual Investments.** Provided that the Agreement is in full force and effect and that the Parties are not in breach of any of its terms, HES shall make annual investments in EBRPSS in the amount stated in the table below. The intial investment will be made on 7/1/2022 and additional annual payments will be made by June 1 for each subsequent year upon receipt of annual contract renewal.

<u>Date of the Investment</u>	<u>Amount</u>
July 1, 2022	\$100,000.00
June 1, 2023 (Upon Renewal)	\$100,000.00
June 1, 2024 (Upon Renewal)	\$100,000.00
June 1, 2025 (Upon Renewal)	\$100,000.00
June 1, 2026 (Upon Renewal)	\$100,000.00





## 8. HAZARDOUS SUBSTANCES; PRE-EXISTING CONDITIONS

### 8.1 Definitions. As used herein:

(a) "Environmental Laws" shall mean all requirements of law currently applicable to the Facilities or any part thereof or the use, operation and management thereof with respect to: (w) the installation, existence or removal of or exposure to asbestos or asbestos-containing materials, (x) the existence, discharge or removal of or exposure to Hazardous Substances, (y) air emissions, water discharges, noise emissions and any other environmental, health or safety matter and/or (z) effects on the environment of the Facilities or any part thereof or of any activity conducted on the Facilities, including, without limitation, the rules and regulations promulgated pursuant thereto, regulating the storage, use and disposal of Hazardous Materials, EPA and OSHA regulations pertaining to Asbestos.

(b) "Environmental Condition" shall mean any condition caused by the release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the environment of Hazardous Substances in violation of Environmental Laws.

(c) "Hazardous Substances" shall mean any hazardous materials or substances, including without limitation, solid wastes, toxic substances, wastes or contaminants, polychlorinated biphenyls, paint or other materials containing lead, fuel storage tanks or contents, urea formaldehyde foam insulation, mold, fungi, indoor air pollutants or contaminants, radon and asbestos and asbestos containing materials as any of those terms is currently defined in or for the purposes of any Environmental Law.

8.2 Hazardous Substances and Preexisting Conditions. HES will not be responsible for any Hazardous Substances or Environmental Conditions that existed in, on, or upon the Facilities before the Effective Date (collectively, "Pre-Existing Conditions"). Except as set forth in this Section 8.2, HES has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to EBRPSS or others for any exposure of persons or property to any Hazardous Substances or Environmental Conditions at EBRPSS' Facilities; and such duties have not been included in the HES Fee.

Notwithstanding the foregoing: (i) HES shall have a duty to promptly report to EBRPSS any Hazardous Substances or Environmental Conditions at the Facilities of which it becomes aware or has knowledge; (ii) HES shall not in the course of performing the Management Services cause or permit Hazardous Substances to be disturbed, used, transported, stored, released, handled, produced or installed in, on or from the Facilities or do anything or fail to do anything that would create or cause an Environmental Condition; and (iii) HES shall be liable for any Hazardous Substances or Environmental Conditions at the Facilities that are caused by the acts, omissions or negligence of HES (as such term is defined in Section 14.3 below).

In addition, HES shall provide, if mutually agreed upon within the scope of work, oversight management of environmental remediation services provided by third parties retained by EBRPSS. In no case will any HES employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with EBRPSS or third parties retained by EBRPSS for such purpose.

EBRPSS and HES will use commercially reasonable efforts to comply with all applicable Environmental Laws that have been or will be enacted during the Term of this Agreement in, at, or about the Facilities. EBRPSS shall promptly notify HES of the presence of any Hazardous Substances or

Environmental Condition at the Facilities of which it becomes aware or has knowledge. EBRPSS acknowledges that HES employees will not be required to work in any location where they would knowingly be exposed to such Hazardous Substances or Environmental Condition. Without limiting the generality of the general indemnity provisions contained below in Section 14.3, all such provisions shall apply with like force and effect to EBRPSS' obligations herein with respect to any Pre-Existing Conditions.

## 9. TERM

Term; Renewals. The initial term of this Agreement shall be five (5) years, commencing on July 1, 2022, and ending on June 30, 2027. At the expiration of the initial term, EBRPSS shall have the option to extend or renew this Agreement, subject to the mutual written agreement of the Parties.

## 10. SPACE AND OTHER ACCOMMODATIONS PROVIDED BY EBRPSS

10.1 Space and Utilities. EBRPSS shall provide HES with such offices, storage space, warehousing and distribution services, and facilities on EBRPSS' premises as may be reasonably necessary for HES to perform the Services hereunder. The provision of such space shall include all utilities (including water, sewer, electricity, telephone service, intranet and internet services). Such space, warehousing, locker facilities and utilities shall be provided without cost to HES. HES will be responsible for causing its employees, agents and invitees, whenever on the premises of EBRPSS, to comply with all reasonable security and safety procedures of EBRPSS and to obey all reasonable instructions and directions relative to such premises issued by EBRPSS. HES will be responsible for and will defend and indemnify EBRPSS from all negligent acts or omissions of HES employees and agents while on the premises of EBRPSS. HES shall also be responsible for any damage to EBRPSS's property caused by HES's employees, invitees, subcontractors, agents, etc.

## 11. TERMINATION

11.1 Notice of Breach; Grace Period; Termination. If either Party (the "Offending Party") shall (i) materially breach one or more of its obligations hereunder and fail to cure such breach within sixty (60) days after being given written notice from the other Party, specifying such breach, or (ii) apply for, consent to or suffer the appointment of a receiver, trustee, custodian or liquidator of itself or any substantial part of its assets, (iii) make a general assignment for the benefit of creditors, or (iv) file a petition or answer seeking, or admitting or otherwise take advantage of bankruptcy, reorganization or other relief under applicable bankruptcy law, then this shall be considered to be an "Event of Default". Upon such Event of Default, the other Party (the "Offended Party") may thereupon, by giving a written notice of termination to the Offending Party, terminate this Agreement as of the date specified in such written notice of termination.

11.2 Termination by HES Based on EBRPSS' Failure to Pay Amounts Due. Notwithstanding any other provision of this Agreement, HES may terminate this Agreement upon thirty (30) days prior written notice if EBRPSS fails or refuses to pay HES any amount due and payable to HES under this Agreement (other than any disputed amount described in Section 6.3).

11.3 Termination for Convenience. Either Party shall have the right to terminate this agreement, at any time and for any reason and without penalty whatsoever, upon one hundred and eighty (180) days prior written notice.

11.4 Prepaid Vendor Contracts. Upon termination of this Agreement, EBRPSS shall reimburse HES for the cost of any prepaid vendor contracts of EBRPSS paid by HES. HES will require all vendors to include an assignment provision for the benefit of EBRPSS should it elect to continue upon termination of this Agreement. To be eligible for reimbursement, any such prepaid vendor contracts must be requested and approved in advance and in writing by EBRPSS. Additionally, EBRPSS shall only be obligated to reimburse HES for prepaid vendor contracts for a period extending six (6) months after the date of termination.

## 12. NOTICES

12.1 Form of Notice and Delivery. Any notice required or permitted under this Agreement shall be in writing and shall be delivered by certified or registered mail, with proper postage prepaid --

If to HES, to:

HES Facilities, LLC  
9202 S Northshore  
Drive  
Suite 202  
Knoxville, TN 37922  
ATTN: President

If to EBRPSS, to:

East Baton Rouge Parish School Board  
Superintendent's Office  
P.O. Box 2950  
Baton Rouge, LA 70821  
ATTN:  
Superintendent

or to such other addresses as may be subsequently specified by written notice. In the event the date of actual receipt of any notice is not recorded, notices shall be deemed to have been received on the third day after post.

### 13. INSURANCE

13.1 Insurance, Damage and Loss. HES shall, for the duration of the Agreement, maintain at a minimum the following insurance coverages:

- i. Commercial General Liability Insurance - The amount of limits shall be:
  - a. General Aggregate \$5,000,000
  - b. Products/Completed Operations Aggregate \$2,000,000
  - c. Personal Injury & Advertising \$2,000,000
  - d. Each Occurrence \$5,000,000
  - e. Fire Damage (any one fire) NIL
  - f. Medical Expenses (any one person) NIL
  
- ii. Comprehensive Automotive Liability Insurance - The amount of limits shall be:
  - a. \$1,000,000 for each occurrence - bodily injury and property damage.
  
- iii. Workers' Compensation: Statutory with Employer's Liability Insurance – the amount of the limits shall be:
  - a. Each Accident \$1,000,000
  - b. Disease - Policy Limits \$1,000,000
  - c. Disease - Each Employee \$1,000,000
  
- iv. Professional Liability Insurance - The amount of limits shall be:
  - a. Blanket Policy Per Claim/Annual Aggregate \$1,000,000/\$2,000,000
  - b. Project Specific Policy Per Claim/Total Aggregate \$1,000,000/\$2,000,000

Evidence of insurance shall be presented in the form of a Certificate of Insurance. EBRPSS will be named as an additional insured on the general and automobile liability policies. HES will provide proof of the required insurance coverage to EBRPSS prior to the start of any Services. Any insurance coverage (additional insured or otherwise) that HES provides for additional insureds shall only cover insured liability assumed by HES in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the additional insureds. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions. Only insurance companies with an AM Best rating of A minus or better will be acceptable.

HES and EBRPSS (and their insurers) each agree to waive its subrogation rights against the other Party, including but not limited to Worker's Compensation and Employers' Liability and Premises Liability claims.

#### 14. GENERAL PROVISIONS

a. Appropriation of Funds; Unanticipated Operational Matters. (a) EAST BATON ROUGE PARISH SCHOOL BOARD agrees that it will take all necessary steps and make timely requests for the appropriation of funds for all payments to be made under this Agreement and to take all steps to cause the appropriation to be made. EAST BATON ROUGE PARISH SCHOOL BOARD is obligated only to pay such payments under this Agreement as may lawfully be made from the funds budgeted and appropriated for that purpose during EBRPSS' then current budget year. A reduction or decline in revenues to EBRPSS is a reason for EBRPSS to be unable to budget or appropriate funds in future budget years. Should EBRPSS fail to budget, appropriate or otherwise make available funds to pay payments due under this Agreement or any other agreement for the provision of services comparable to the services to be provided hereunder, this Agreement shall be deemed terminated at the end of the then current budget year. EBRPSS agrees to deliver notice to HES of such termination to the end of the then current budget year. If this Agreement is terminated in accordance with this Section 15.1, EAST BATON ROUGE PARISH SCHOOL BOARD will make appropriation for payment to HES all amounts due and outstanding under this Agreement prior to the date of such termination.

b. Indemnification. To the extent permitted by applicable law, each Party will indemnify and hold the other Party, its subsidiaries and affiliated companies, and their respective directors, officers, partners, members, shareholders and employees, harmless from any third party liability (including reasonable attorneys' fees and court costs) by reason of the negligent acts or omissions of the indemnifying Party, its employees or agents. This Section will not operate to waive either Party's rights under any worker's compensation act, disability benefits act, or other employee benefits acts, whether in tort, contract, or otherwise. If the damages, injury, loss or claim is caused by the negligence of both Parties, the apportionment of said damages, injury, loss or claim shall be shared between both Parties based upon the comparative degree of each Party's negligence and each Party shall be responsible for its own defense and its own costs including but not limited to the cost of defense, attorney's fees and witnesses' fees and expenses incident thereto.

c. Limitation of Liability. HES's liability shall not under any circumstances exceed the annual amount of the Contract Amount provided for in paragraph 6.2. This amount shall be in addition to any insurance proceeds secured for this Agreement. In no event will either Party be liable to the other Party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

d. Executive Review. Representatives of the Parties will meet on a regular basis to review HES's performance of the Services and generally to review the results of operations under this Agreement in comparison with the expectations of the Parties. A Client Business Review ("CBR") meeting will be conducted quarterly between the EBRPSS staff and HES's representatives. In addition, an annual strategic partnership review meeting will occur between the Parties. HES will present to the EBRPSS Board on a semi-annual basis or as requested by the Superintendent. HES will report on such items as preventive maintenance, corrective maintenance, personnel actions, training, operational plan, budget and other items as EBRPSS shall reasonably require. The Parties agree that the Legislative Auditor for the State of Louisiana and/or the Office of the Governor may audit all financial records provided to EBRPSS which relate to this Agreement.

e. Confidentiality. EBRPSS and HES agree that all confidential information and trade secrets communicated by one Party to the other in connection with this Agreement, whether before or after the Effective Date, will be held in strict confidence, will be used only for purposes of this Agreement or those purposes set forth in the Louisiana Revised Statutes 44:1. In the event that EBRPSS receives a request for information that may be confidential, proprietary, or constitute a trade secret of HES, EBRPSS will notify of its receipt of the request. If HES objects to the disclosure, it must agree to defend, indemnify and hold EBRPSS and its custodian of records harmless against all actions or court proceedings that may ensue (including attorneys' fees) which seek to order EBRPSS to disclose the information. The indemnification also shall include any court fees, penalties, and other damages that might be assessed against EBRPSS and/or its custodian of records. If HES refuses to defend, indemnify and hold EBRPSS and its custodian of records harmless, EBRPSS may disclose the information, shall be held harmless, and shall have no liability whatsoever to HES for its release of said information.

f. Severability. If a court holds any part, term or provision of this Agreement to be unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision. In regard to any indemnification agreement, the Parties agree that such agreement shall be construed to be enforceable to the maximum extent allowed by law.

g. Headings. The headings which appear in this Agreement have been inserted for the purpose of convenience and ready reference. They are not intended to, and shall not be deemed to, define, limit or extend the scope or intent of any provision hereof.

h. Authority. Each of EBRPSS and HES represents and warrants that it has the requisite power and authority to enter into and perform the terms of this Agreement, and that it has done all things necessary so that this Agreement will be valid, binding and legally enforceable.

i. Entire Agreement. This Agreement has been negotiated and prepared by and for the Parties equally and shall not be construed as having been drafted by one Party. When fully executed, it shall supersede any and all prior and existing Agreements, either oral or in writing. This Agreement contains the entire agreement between the Parties hereto with respect to the subject matter hereof.

j. Cooperation. Each Party agrees to perform all acts and deliver all documents which are reasonably necessary to carry out its responsibilities under this Agreement or to allow the other Party to perform its responsibilities.

k. Amendments. Any amendment or modification of this Agreement must be made in writing and signed by the Parties.

l. Assignment. This Agreement is not assignable by either Party without the prior written consent of the other Party.

m. Choice of Law and Jurisdiction. Except with respect to choice of law rules, this Agreement shall be governed by and construed in accordance with the internal laws of the State of Louisiana. The Parties agree to submit to the exclusive jurisdiction of the courts of the State of Louisiana. Any litigation arising out of or in connection with this Agreement, whether initiated by EBRPSS or HES, shall be brought exclusively in the 19<sup>th</sup> Judicial District court of the State of Louisiana, which court shall be the court of sole jurisdiction and venue for this matter. HES waives the right to institute or remove any dispute to federal court.

n. Non-Waiver. No waiver of any default will be construed to be or constitute a waiver of any subsequent defaults.

o. Consequential Damages. The Parties agree that in no case shall either Party be liable for any loss of business, incidental, consequential or indirect damages in connection with or under this Agreement, even if such Party has been advised of the possibility of such damages.

p. Force Majeure. HES understands that performance may be required in emergency situations, such as natural disasters, in order to protect the EBRPSS. To the extent services can be performed during emergencies, without endangering the life or safety of HES's employees, such performance will not be excused as an act of god or other similar theory.

q. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be a separate document but all of which constitute one and the same instrument.

r. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, HES and EAST BATON ROUGE PARISH SCHOOL BOARD and their respective successors and assigns.

14.1 Audits. HES acknowledges and agrees that, as a contractor of EBRPSS, HES is subject to audit by EBRPSS, as well as other governmental entities such as the Louisiana Legislative Auditor, regarding the services performed under the Agreement. HES shall keep records regarding the performance of services under this Agreement. Such records must be maintained for a period of five years after the termination or expiration of the Agreement.





**Exhibit A – Custodial Scope of  
Services**

**CLEANING SPECIFICATIONS**

**Cleaning Schedule**

**CLASSROOMS**

**Daily:**

- Empty wastebaskets and replace liners
- Clean and sanitize all horizontal surfaces and high touch areas
- Remove fingerprints from doors, frames, light switches, partition glass, kick plates, handles and railings
- Clean desktops (removal of graffiti)
- Clean and sanitize counters and sinks
- Dust mop all composition floors
- Damp mop all composition floors to remove stains, dirt, and debris
- Vacuum all carpet and spot clean to remove stains and spills as needed.
- Vacuum walk-off mats
- Secure all exterior doors and windows and turn off lights before leaving room
- Replace all plastic trash liners in waste receptacles or more frequently if needed

**Weekly**

- Low dust all horizontal surfaces to hand height (60”) including desks, chairs and tables
- Sweep baseboards
- Damp clean window ledges
- Vacuum chalk rails and/or damp wipe
- Mop composition floors especially around furniture and in corners and edges
- Vacuum carpet especially around furniture and in corners and edges

**Monthly**

- High dust above hand height ( up to 70” ) horizontal surfaces, including shelves, pipes, moldings, etc.
- Remove dust and cobwebs.
- Dust blinds

**Semi-Annually**

- Clean entire surface of student’s desks and chairs
- Clean carpet to remove all stains, spills and soiled spots

- Machine scrub and polish (burnish) composition floors to present the best possible presence

**Annually**

- Strip or Scrub hard surface floors and apply 3-5 coats of client approved floor finish with a minimum of 25% solids
- Extract carpet

## **OFFICES (ADMINISTRATION)**

### **Daily (five days per week)**

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Clean and sanitize telephones
- Spot clean all windows and glass partitions to hand height
- Spot clean desktops
- Dust mop all composition floors
- Damp mop composition floors with all-purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
  
- Remove fingerprints from doors, frames, light switches, partition glass, kick plates, handles and railings

### **Weekly**

- Low dust all horizontal surfaces to hand height (70")
- Damp clean window ledges

### **Monthly**

- High dust above hand height ( up to 70 ") horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs.
- Dust blinds

### **Annually**

- Strip or scrub hard surface floors and apply 5 coats of client approved floor finish with a minimum 25% solids
- Extract Carpet Areas

## **TEACHER WORK AREA**

### **Daily (five days per week)**

- Empty wastebaskets and replace liners

- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges

- Sanitize telephones
- Spot clean all windows and glass partitions to hand height
- Damp clean counter tops
- Dust mop all composition floors
- Damp mop composition floors with all-purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills, and soiled spots
- Remove fingerprints from doors, frames, light switches, partition glass, kick plates, handles and railings

#### **Weekly**

- Low dust all horizontal surfaces to hand height (70")

#### **Monthly**

- Remove dust and cobwebs

#### **Annually**

- Steam clean all washable furniture
- Extract carpet to remove all stains, spills, and soiled spots
- Strip or Scrub hard surface floors and apply 5 coats of client approved floor finish

### **MEDIA CENTER**

#### **Daily (five days per week)**

- Empty wastebaskets and replace liners
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Spot clean all window glass and glass partitions to hand height
- Spot clean desktops
- Dust mop all composition floors
- Damp mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats

- Remove fingerprints from doors, frames, light switches, partition glass, kick plates, handles, and railings

#### **Weekly**

- Low dust horizontal surfaces to hand height (70")
- Dust all bookshelves (books to remain in place)
- Damp clean window ledges

#### **Monthly**

- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc ( up to 70')
- Remove dust and cobwebs from ceiling areas

#### **Annually**

- Strip or scrub hard surface floors and apply 5 coats of client approved floor finish
- Extract carpet areas

### **CAFETERIA AREAS**

#### **Quarterly**

- High dust above hand height horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc (up to 70 in)
- Machine scrub the floor and polish (burnish) to present the best possible presence

#### **Annually**

- Strip or scrub hard services and apply 4-7 coats of floor finish

### **COMMON AREAS (LOBBIES/CORRIDORS/STAIRS/ELEVATORS)**

#### **Daily (five days per week)**

- Spot clean interior glass partitions and doors
- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop composition floors
- Damp mop composition floors with all-purpose cleaner
- Machine scrub (white pad) corridors with care to clean corners and edges

- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Clean under entrance mats daily, inside and out
- Sweep underneath stairs
- Auto scrub floors and propane buff (2x week).

#### **Weekly**

- Damp clean baseboards
- Damp clean window ledges
- Dust furniture and fixtures

#### **Monthly**

- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc (up to 70 inches)
- Remove dust and cobwebs.

#### **Semi-Annually**

- Scrub and Recoat Floor

#### **Annually**

- Strip or scrub hard surface floors and apply 5 coats of client approved floor finish

### **RESTROOMS**

#### **Daily**

- Check restrooms throughout the school day (Day Porter/Matron) every two hours and after transitions
- Empty wastebaskets, replace liners, and refill dispensers
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals, and hand basins
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Remove spots, stains and splashes from wall area and counter tops



- Sweep floors
- Mop floors with germicidal disinfectant
- Machine scrub floors, partitions, and walls with a kaivac or similar product
- Fill expendable supplies in restroom dispensers

**Weekly**

- Low dust horizontal surfaces to hand height (70")
- Damp clean baseboards
- Clean wall thoroughly with cleaning and sanitizing solution
- Clean partitions

**Monthly**

- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc
- Remove dust and cobwebs from ceiling areas
- Scrub floors with germicidal disinfectant (Flex Brush)

**MULTI-PURPOSE/GYMNASIUM****Daily (Five days per week)**

- Empty wastebaskets and Replace all plastic can liners in waste receptacles
- Remove fingerprints from doors, frames, light switches, partition glass, kick plates, push plates, handles, railings, etc.
- Dust mop floors or vacuum all carpeted areas
- Damp mop composition floors
- Spot clean carpeted areas and remove any stains, spills, or soiled spots

**Weekly**

- Low dust horizontal surfaces to hand height (70")
- Sweep baseboards
- Clean bleachers, remove all trash, sweep, mop, and clean floor underneath tables if necessary

**Monthly**

- Remove dust and cobwebs from ceiling areas accessible by 6 ft ladder

\*Note: Scrub composition floors as needed

**Annually**

- Screen and recoat with one coat of OMU product with 50% solids or a water based product

**Assistance in Energy Conservation**

- **Lights should only be turned on in areas where cleaning is taking place and are to be turned off immediately after cleaning each room**

- **Cleaning personnel are not to change or override established heating and cooling temperatures inschool.**

## Exhibit B – Grounds Schedule of Services

### **PROPOSED SCOPE OF WORK FOR GROUNDS MAINTENANCE SERVICES FOR LOCATIONS LISTED IN EXHIBIT 2 INCLUDES:**

- Mowing, edging, and blow clean weekly April – November
- Picking up trash and debris from all cutting areas
- Weed control of landscape bed areas, utilizing manual and chemical means
- Vertical edging twice per month April-June and once per month July-November
- Two leaf cleanups – one April 1st-30th & one October 15th-November 15th
- One final fall clean up in mid-late November
- Insect & disease control management on shrubs, trees & sod
- Minor pruning of trees and shrubs to maintain a neat appearance
- Athletic fields will receive regular maintenance– Per scope provided by EBRPSS

### **EXCLUSIONS: (PER SCOPE PROVIDED BY EBRPSS)**

- Out of Season mowing December through March – Per scope provided by EBRPSS
- Hardwood & pine straw mulch – Per scope provided by EBRPSS
- Regular and athletic field turf fertilization & weed control – Per scope provided by EBRPSS
- Maintenance of synthetic/artificial turf fields – Per scope provided by EBRPSS
- Valley Park Swing Space – Per scope provided by EBRPSS
- Bushhogging for all sites - Per scope provided by EBRPSS
- Yearly irrigation inspections– Per scope provided by EBRPSS
- Playground maintenance inspections– Per scope provided by EBRPSS
- Installation and removal of windscreens around tennis courts – Per scope provided by EBRPSS

## **Exhibit C – Maintenance**

### **FACILITIES MAINTENANCE**

- Minor and major repair maintenance up to \$1,000 HES will fund up to \$1,000 on all maintenance and work orders which their skilled crafts staff is licensed to execute. EBRPSS reserves the right to purchase supplies above the \$1,000 cap to have HES skilled crafts staff perform repair, installation, and maintenance on EBRPSS assets. Out of scope work is the responsibility of the district
- Day-to-day operations of all district buildings for Mechanical, Electrical, Plumbing and Roofing (MEPR) systems and process support equipment as necessary to performance standards
- All maintenance, repair and replacement work will be performed in accordance with applicable local, state, and federal building codes.
- Oversight for the district of periodic inspection, servicing and repair (with third parties) for;
  - Elevator Maintenance
  - Power generation equipment
  - Fire sprinkler and standpipe systems
  - Fire detection alarm and related systems
  - Portable fire extinguishers
  - Pest Control
  - Waste Management
- Coordinate building envelope and roofing systems through annual condition surveys, preventive maintenance, and repairs.
- Coordinate all warranties extended directly to the site by manufacturers or service providers and ensure adherence to warranty stipulations.
- Coordinate spot repair for all parking lots, including cleaning and stripping.
- Implement integrated work order management system to include:
  - Preventive Maintenance for all services
  - Corrective Maintenance for all services
  - Inventory control sync (Gem system)
  - Life Safety
  - Project Management of small jobs

### **TRAINING**

- Behavioral training based on company's Guiding Values
- Specific job skill training
- Pathway to Success program for all new employees
- Safety and regulatory training
- Supervisor and leadership training

### **QUALITY ASSURANCE PROGRAM**

- Customer-accessible web-based quality assurance program measures outcomes and identifies areas for improvement
- Systematic approach to routing plans and job cards based on building usage and traffic patterns to optimize efficiency
- Weekly inspections
- Planning and scheduling tools for project work and events with work order system for tracking completion and performance
- Provide administration with data to make data-driven decisions

- Comprehensive reporting
- On call supervision of all EBRPSS assets after hours and weekends.

## **Exhibit D – Materials Management**

**HES will manage the following scope of work with a team of:**

**1 Warehouse manager**

**1 Forklift Driver**

**5 Material Handlers**

- Manage the Logistics and Supply Chain functions.
- Provide no more than 300 ID Badges free of charge to EBRPS staff per school year. Additional badges will be provided for \$25.00 each.
- Consult with, and make recommendations to District on, Logistics and Supply Chain functions and services.
- Review and adjust resources within Proposer's departments managed under the Materials Management Program.
- Work with District to develop, implement, and maintain processes and procedures within the Materials Management Program that will comply with applicable regulatory standards.
- Work with District to reduce the amount of dead stock items, remove outdated supplies and equipment, and improve the purchasing programs to increase direct purchase and delivery from vendors and decrease procurement cost.
- Produce reports related to the operation and measurement of the Materials Management Program.
- Work with district to recommend an adequate number of skilled employees are maintained.



**Exhibit E – Site List**

<b>Building</b>	<b>Total Area</b>
<b>Arlington Academy @ Howell Park</b>	<b>20356</b>
<b>Audubon Elementary School</b>	<b>43,317</b>
<b>Baton Rouge Center for Visual Performing Arts</b>	<b>36,830</b>
<b>Baton Rouge Magnet High School</b>	<b>270,011</b>
<b>Belaire High School</b>	<b>180,093</b>
<b>Belfair Montessori Magnet Elementary School</b>	<b>39,613</b>
<b>Bernard Terrace Elementary School</b>	<b>39,395</b>
<b>BRFLAIM</b>	<b>86,264</b>
<b>Broadmoor Elementary School</b>	<b>86,000</b>
<b>Broadmoor High School</b>	<b>148,279</b>
<b>Buchanan Elementary School</b>	<b>56,742</b>
<b>C-Sal Charter School</b>	<b>28,017</b>
<b>Capitol Elementary School</b>	<b>75,606</b>
<b>Capitol Middle School</b>	<b>115,460</b>
<b>Career and Technical Education Center</b>	<b>35,000</b>
<b>Cedarcrest Southmoor Elementary School</b>	<b>46,576</b>
<b>Central Office</b>	<b>36,675</b>
<b>Christa McAuliffe</b>	<b>38,513</b>
<b>Claiborne Elementary School</b>	<b>95,528</b>
<b>Crestworth ELC</b>	<b>35,936</b>
<b>Crestworth K-8</b>	<b>83,018</b>
<b>Delmont ELC</b>	<b>42,862</b>
<b>EBR Readiness</b>	<b>37,000</b>
<b>EBR Virtual Academy &amp; CWA</b>	<b>27,155</b>
<b>Eva Legard Coastal &amp; Environmental Science</b>	<b>37,526</b>

<b>Forest Heights Elementary School</b>	<b>41,921</b>
<b>Glasgow Middle School</b>	<b>65,408</b>
<b>Glen Oaks High School</b>	<b>197,323</b>
<b>Glen Oaks Park Elementary School</b>	<b>48,525</b>
<b>Goodwood Center</b>	<b>32,789</b>
<b>Greenbriar Elementary School</b>	<b>45,522</b>
<b>Highland Elementary School</b>	<b>40,224</b>
<b>Innovative &amp; Specialized Programs</b>	<b>2,450</b>
<b>Instructional Resource Center</b>	<b>14,149</b>
<b>Istrouma High School</b>	<b>134,600</b>
<b>Jefferson Terrace Elementary School</b>	<b>125,049</b>
<b>Keel Center</b>	<b>9,163</b>
<b>Labelle Aire Elementary School</b>	<b>65,127</b>
<b>LaSalle Elementary School</b>	<b>45,364</b>
<b>Liberty High School</b>	<b>191,740</b>
<b>Magnolia Woods Elementary School</b>	<b>43,611</b>
<b>Mayfair Lab Elementary School</b>	<b>40,253</b>
<b>McKinley High School</b>	<b>150,988</b>
<b>McKinley Middle Magnet School</b>	<b>119,238</b>
<b>Melrose Elementary School</b>	<b>55,080</b>
<b>Merrydale Elementary School</b>	<b>46,947</b>
<b>North Highlands Quad</b>	<b>4,620</b>
<b>Northdale Superintendant Academy</b>	<b>36,408</b>
<b>Northeast Elementary School</b>	<b>99,584</b>
<b>Northeast High School</b>	<b>141,811</b>
<b>Park Elementary School</b>	<b>78,508</b>
<b>Park Forest Elementary School</b>	<b>50,900</b>
<b>Park Forest Middle School</b>	<b>100,711</b>
<b>Parkview Elementary School</b>	<b>46,653</b>
<b>Professional Development Center</b>	<b>31,473</b>
<b>Progress Elementary School</b>	<b>86,456</b>
<b>Riveroaks Elementary School</b>	<b>37,900</b>
<b>Rosenwald Adult Education</b>	<b>14,628</b>
<b>Ryan Elementary School</b>	<b>45,776</b>

<b>Scotlandville Magnet High School</b>	184,220
<b>Scotlandville Pre-Engineering Academy</b>	91,655
<b>Sharon Hills Elementary School</b>	44,835
<b>Shenandoah Elementary School</b>	48,179
<b>Sherwood Middle Magnet School</b>	91,661
<b>Southdowns ELC</b>	33,442
<b>Southeast Middle School</b>	107,549
<b>Tara High School</b>	166,599
<b>The Dufrocq School</b>	78,930
<b>Transportation Offices</b>	5,038
<b>Transportation Service Center</b>	31,736
<b>Twin Oaks Elementary School</b>	44,611
<b>Villa Del Ray Elementary School</b>	53,023
<b>Warehouse (Choctaw)</b>	92,368
<b>Warehouse (Sharp Station)</b>	129,600
<b>Wedgewood Elementary School</b>	56,010
<b>Westdale Heights Academy Magnet</b>	40,912
<b>Westdale Middle School</b>	109,223
<b>Westminster Elementary School</b>	35,121
<b>White Hills Elementary School</b>	34,719
<b>Wildwood Elementary School</b>	45,130
<b>Wilma C. Montgomery Center</b>	19,911
<b>Winbourne Elementary School</b>	74,340
<b>Woodlawn Elementary School</b>	83,625
<b>Woodlawn High School</b>	197,098
<b>Woodlawn Middle School</b>	119,524
<b>Grand Total</b>	<b>6,051,730</b>

**AMENDMENT TO  
PROFESSIONAL SERVICES CONTRACT  
BETWEEN  
EAST BATON ROUGE PARISH SCHOOL SYSTEM (The DISTRICT)  
AND  
HES, Inc. (HES)**

Effective Date: July 1, 2022

The purpose of this agreement is to amend the original contract between WFF Facility Services, LLC dba HES Facilities Management, a foreign limited liability company domiciled at 9202 S. Northshore Drive Suite 202, Knoxville, TN 37922 (hereinafter "HES"), and the EAST BATON ROUGE PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana (hereinafter "EAST BATON ROUGE PARISH SCHOOL SYSTEM" or "EBRPSS") related to grounds maintenance, mail delivery, and costs.

EBRPSS and HES will be referred to jointly herein as the "Parties" and individually as a "Party." EBRPSS and HES in exchange for the good and valuable consideration described within this contract amendment, hereby agree and contract as follows:

Services to be further clarified and specified, as stated in the original contract approved by the East Baton Rouge Parish School Board in June 2022, shall include:

1. The delivery of system-wide postal services including internal mail and external delivery to the U.S. postal services on a daily basis at costs as included in the original contract.
2. Landscaping/Grounds at a cost of \$1,999,999.99 per information in Exhibit B of the original contract.

In Witness Whereof, the parties hereto have duly executed this Amendment to the Original Agreement.

**IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.**

**HES FACILITIES MANAGEMENT**

\_\_\_\_\_  
**Charlie Spencer, President/CEO**

**EAST BATON ROUGE PARISH SCHOOL BOARD**



\_\_\_\_\_  
**David Tatman,  
President Date East Baton Rouge Parish School Board**



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**Sito Nareisse Date Superintendent of Schools**

**Approved As to Form:**



\_\_\_\_\_  
**Gwynn Shamlin Date General Counsel**