

**SERVICE LEVEL AGREEMENT EXECUTED BETWEEN
THE DEPARTMENT OF EDUCATION AND THE DEPARTMENT OF ACCOUNTING
AND GENERAL SERVICES
July 1, 2005**

INTRODUCTION

The purpose of this Service Level Agreement (SLA) is to establish and formalize an arrangement for support services between the Department of Accounting and General Services Neighbor Island District Engineers, hereinafter referred to as "DAGS", and the Department of Education Neighbor Island Complex Area Superintendents, hereinafter referred to as "DOE", for specific levels of support and at an agreed-upon price to satisfy the needs of the customers, the Public Schools on the Neighbor Islands, hereinafter referred to as "the school".

This SLA is a mutual agreement outlining the roles and responsibilities of each party, the goals and objectives of the agreement, and the method and means of measuring the progress toward achieving those goals.

This SLA is intended to evolve over time as the responsibilities and requirements of the DOE and DAGS become more defined.

SCOPE OF AGREEMENT

The following services are provided in response to the DOE and DAGS SLA:

1. Repair and Maintenance (R & M) - Services to be provided under R & M shall include the following:
 - A. Emergency repairs
 - B. Minor repairs
 - C. Major repairs
 - D. Miscellaneous Services
2. Service and Maintenance Contracts
3. Construction Contract Administration

All forms referenced are the forms currently used by DOE and DAGS and are subject to change.

DEFINITIONS

1. Emergency Repairs/Response – An emergency is defined as:

- A. A repair which requires immediate attention to correct a hazardous situation affecting the health and welfare of the students, staff, or public.
- B. A condition requiring immediate corrections to prevent additional damages or waste of resources.

In addition, a condition which seriously impacts the schools operations and educational program may also be considered an emergency.

There are two types of emergencies:

- A. **Type I Critical Repairs.** Examples include no electricity, broken water lines, fire alarm trouble, or fire extinguisher discharge.
- B. **Type II Urgent Repairs.** Examples include burnt ballast, broken windows, a door that does not lock, and water leaks that can be secured.

See Appendix A.

2. Minor Repairs - Minor repairs are those that are needed but can wait since health or operational issues are not impacted. See Appendix B.

3. Major Repairs - Large repairs that are done by lifecycle. Examples are reroofing, exterior/interior painting, resurfacing play courts and parking lots, major carpentry repairs, and termite treatment. See Appendix C.

4. Service and Maintenance Contracts that include the following:

- A. Trash pick-up services
- B. Air Conditioning maintenance
- C. Grease trap maintenance
- D. Elevator service
- E. School program bell
- F. School fire alarm bell
- G. Fire extinguisher and equipment maintenance
- H. Tree Trimming
- I. Other recurring service & maintenance contracts

5. Construction Contracts – Projects generated via a BJ2A form or Table R for Capital Improvement Projects (CIP).
6. DAGS U fund account
 - A. Reimbursement transfers from the Department of Education to the Department of Accounting & General Services to cover expenses that exceed budgeted/allocated amounts for eligible SLA activity.
 - B. Funds for equipment and motor vehicles purchases for Fiscal Year 2006 as deemed necessary by the Department of Accounting & General Services and approved by the Department of Education. In Fiscal Year 2007 and beyond, Department of Accounting & General Services shall properly budget for such expenses.

GOALS AND OBJECTIVES

Through this SLA, it is the desire of both parties to meet the following:

1. Repair and Maintenance

The goal is to respond to a work order as quickly as possible. Response time is dependent upon the nature and type of work order.

Desired response times shall be as follows:

A. Emergencies

- 1) During normal working hours DAGS engineer or authorized DAGS field personnel shall respond to requester within one (1) hour that emergency request has been received. During non-working hours DAGS engineer or authorized DAGS field personnel shall respond to requester within one (1) hour that emergency request has been received. See Appendix A.
- 2) During normal working hours assess and/or abate emergency within twenty-four (24) hours depending on emergency level. During non-working hours assess and/or abate emergency within twenty-four (24) hours depending on emergency level.
- 3) During normal working hours permanently repair and/or secure emergency within three (3) days depending on emergency level. During non-working hours permanently repair and/or secure emergency within three (3) days depending on emergency level.

B. Minor Repairs – Minor repairs are scheduled to be started one (1) to three (3) months after receipt of work order requests. Minor repairs of a non-emergency nature are routinely prioritized, scheduled and performed by CSD trades crews. Goals are to:

- 1) Respond to requestor within four (4) weeks that a minor repair request has been received.
- 2) Assess and/or secure minor repair request within four (4) months that minor request has been received.
- 3) Permanently repair minor repair request within twelve (12) months that minor repair request has been received.

C. Major Repairs – Goals are to identify, cost, prioritize, and select projects for implementation.

2. Service & Maintenance Contracts

The goals for service & maintenance contracts are that all services are uninterrupted and performed on time. Desired response times shall be as follows:

- A. During normal working hours transmit repair/service call request to maintenance contractor within four (4) hours that request has been received and confirm with school. During non-working hours transmit repair/service call request to maintenance contractor within twenty-four (24) hours that request has been received and confirm with school.
- B. Follow-up with school within three (3) days on status of repair/service call request as needed.

3. Construction Contract Administration

The goals for all major construction contracts are to manage the construction, minimize disruption at the school, meet contract completion date, and stay within the contract amount.

TERM OF AGREEMENT

This SLA will become effective on July 1, 2005 and remain in effect until modified or cancelled by mutual agreement between DOE and DAGS.

ROLES AND RESPONSIBILITIES

In order to achieve the established goals and objectives, the roles and responsibilities of all parties must be defined. The following is a delineation of the roles and responsibilities of this Agreement:

1. Repair and Maintenance

A. Emergency Repairs

The responsibilities for DOE shall be as follows:

- 1) The schools shall assure:
 - a. the need for the emergency repair;
 - b. cannot be performed by custodial personnel; and
 - c. are services performed by DAGS. Refer to Appendix D.
- 2) The school shall attempt to abate the emergency situation through custodial personnel.
- 3) If the school cannot abate the situation, the school shall generate an Emergency Repair Request and shall assign a unique tracking number.
- 4) For Type I Emergency requiring immediate attention, the request shall be called in and confirmed with a fax by the school to DAGS.
- 5) For Type II Emergency that can wait a day or two, the school shall fax to DAGS a CSD Form 710. Schools on Maui and Kauai shall also call in these requests.
- 6) Once the repair is abated or completed, the school shall sign off on the CSD Form 710.
- 7) The school shall log the work order request as completed.
- 8) The DOE Service Bureau shall reimburse or fund DAGS through the U fund for all overtime and staff contract costs incurred to complete emergency work orders.

The responsibilities for DAGS shall be as follows:

- 1) DAGS shall evaluate the Emergency repair request.
- 2) DAGS shall respond to an immediate need through its trade staff or contractor.

- 3) If further repairs are needed beyond the emergency repairs performed, DAGS shall inform school to submit a request for minor repair on CSD Form 501 or request for major repair on BJ2A form, and/or schedule permanent repairs as needed and notify the school accordingly.
- 4) DAGS shall complete repairs, and/or monitor follow-up repairs.
- 5) DAGS shall submit overtime and/or staff contract documentation for emergency repair work performed for reimbursement or funding from the DOE Service Bureau.

B. Minor Repairs

The responsibilities for DOE shall be as follows:

- 1) The school Principal or designated administrator shall screen and approve R&M requests to assure that they are valid work order requests and are indeed services that:
 - a. cannot be performed by custodial personnel; and
 - b. are services performed by DAGS. Refer to Appendix D.
- 2) The school shall identify minor repair projects and submit CSD Form 501 listing to DAGS.
- 3) The school with consultation with district representatives from DOE and/or DAGS shall prioritize minor repairs.
- 4) Upon completion, the school shall inspect the work for satisfactory completion and sign off on the work order.
- 5) The prioritization of the work orders can be revised by DOE at anytime based on the needs of the schools.

The responsibilities for DAGS shall be as follows:

- 1) After receiving the CSD Form 501, the school requests shall be distributed by DAGS as work orders to trade crews.
- 2) DAGS shall provide a list of outstanding work orders to the schools prior to DAGS performing work on the respective campuses.
- 3) After the list of outstanding work orders are prioritized by the school, DAGS shall schedule and perform in-house or contract the work accordingly.

- 4) After school inspects completed work and signs off on work order, DAGS shall record the completed repair data and file the work order.
- 5) DAGS shall send to schools and DOE a list of all completed and outstanding work orders monthly.

C. Major Repairs

The responsibilities for the Department of Education shall be as follows:

- 1) The school shall submit BJ2A to DAGS.
- 2) DOE Service Bureau shall input into DOE Service Bureau computer system.
- 3) The school with consultation with district representatives from DOE and DAGS shall prioritize major repairs.
- 4) DOE with consultation with DAGS representatives shall prioritize district-wide major repairs.
- 5) DOE shall approve the district prioritized list.
- 6) DOE Service Bureau shall request funding and obtain approval from Legislature.
- 7) The school shall participate in design of selected projects to ensure that the school's needs are addressed.
- 8) DOE Service Bureau shall perform all pre-award contract administration work, including consultant selection, design, bid, award, and issuance of Notice To Proceed.
- 9) DOE Service Bureau shall assure that adequate plans and specifications are provided for projects.
- 10) DOE Service Bureau shall put out bids and advertise bids, print plans & specifications, and issue Addenda as necessary.
- 11) DOE Service Bureau shall review bids and bid documents, and award contracts.
- 12) If bids are higher than available funding allows, DOE Service Bureau shall either obtain the additional funding to award the project or negotiate with the contractors to lower the project cost. Negotiations may include but not be limited to coordination of scope

reduction between Consultant, User Agency & Contractor and issuance of Post Bid Addendum (PBA) document.

- 13) DOE Service Bureau shall obtain necessary permits for projects, including, but not limited to: County Building Permits; Department of Health Permits: for Construction & Operation of Wastewater Systems, Underground Injection Control (Drywells), & National Pollutant Discharge Elimination System (NPDES) Permits; etc.
- 14) DOE Service Bureau shall process and pay all Utility Services requests and proposals for CIP and major R&M projects, as necessary. Utility services include, but not limited to: Electric utility (HELCo, KIUC, MECo); Phone Utility (Hawaiian Telcom); Cable service; Water Facilities & Development charges and Meter Fees, etc.
- 15) DOE Service Bureau shall also complete processing of progress payments initiated by DAGS during construction.
- 16) If budget shortfalls are encountered over the course of a project, DOE Service Bureau shall identify additional funds for construction change orders for projects with insufficient and/or no construction contingency and obtain the necessary funds needed to complete the project.
- 17) A DOE authorized representative shall attend all final inspections with a DAGS representative and officially accept the projects.
- 18) DOE Service Bureau shall close all projects after project acceptance and punchlist completion.
- 19) The DOE Service Bureau shall settle appeals by a contractor in the event that DAGS and the contractor do not come to a mutual agreement over disputes arising during the construction inspection phase of a project or if the dispute goes beyond the terms of a contract.

The responsibilities for DAGS shall be as follows:

- 1) DAGS shall complete the cost estimation and scope of work for the BJ2A and submit to the DOE Service Bureau.
- 2) DAGS shall participate in the consultant selection process.
- 3) DAGS shall participate in design of selected projects to ensure that the end product will be maintainable, and assist in ensuring that the school's needs are addressed and that the project meets code requirements.

- 4) DAGS shall conduct simultaneous bid openings in coordination with DOE Procurement Section.
- 5) DAGS shall assist with establishing the Notice to Proceed (NTP) date.
- 6) DAGS shall perform all construction inspection services and contract administration after the project is awarded and Notice To Proceed is issued.
- 7) DAGS shall review progress payments from the Contractor for accuracy and shall submit to DOE Service Bureau upon approval.
- 8) DAGS to inform and make recommendations to DOE Service Bureau of budget shortfalls due to unanticipated additional work requirements and/or costs.
- 9) DAGS shall schedule, coordinate, attend, and conduct the final inspection for the project.
- 10) DAGS shall assure that punchlist is completed, and shall collect and review all closing documents from the Contractor for completeness and accuracy.
- 11) DAGS shall submit all closing documents to DOE Service Bureau for closing of contract.

2. Service Contracts

The responsibilities for the Department of Education shall be as follows:

- A. DOE Service Bureau shall request funding and obtain approval from Legislature.
- B. DOE Service Bureau shall also perform all initial contract administration work, including preparation of bid documents and contract award.
- C. DOE Service Bureau shall assure the service & maintenance contracts terms and conditions are adequate.
- D. DOE Service Bureau shall also complete processing of progress payments initiated by DAGS during the contract period.
- E. If budget shortfalls are encountered over the course of the contract, DOE Service Bureau shall obtain the necessary funds needed to complete the services.

- F. School shall notify DAGS when services are needed for contracted repair and/or maintenance. Schools should not call contracted service providers directly.
- G. School shall notify DOE Service Bureau when services are needed for additional services not included in the service contracts.
- H. School personnel shall inspect the work for satisfactory completion and sign off accordingly.
- I. School shall report to DAGS unsatisfactory performance by Contractor.
- J. DOE Service Bureau shall standardize service contracts statewide by contracting for the same services (i.e. elevator, air conditioning, fire alarm, etc.) and performance standards for each service statewide.

The responsibilities for DAGS shall be as follows:

- A. DAGS shall perform all contract administration services after the contract is awarded.
- B. DAGS shall review progress payments from the Contractor for accuracy and shall submit to DOE Service Bureau upon approval.
- C. DAGS shall submit all closing documents to DOE Service Bureau for closing of contract.
- D. DAGS shall recommend to DOE Service Bureau contract extensions or contract terminations.

3. Construction Contract Administration

The responsibilities for the Department of Education shall be as follows:

- A. The school shall submit Capital Improvement Program (CIP) Table R to DOE Service Bureau.
- B. DOE Service Bureau shall request funding and obtain approval from Legislature.
- C. DOE Service Bureau shall also perform all pre-award contract administration work, including consultant selection, design, bid, award, and issuance of Notice To Proceed.
- D. DOE Service Bureau shall assure that adequate plans and specifications are provided for projects.
- E. DOE Service Bureau shall also complete processing of progress payments initiated by DAGS during construction.

- F. If budget shortfalls are encountered over the course of a project, DOE Service Bureau shall obtain the necessary funds needed to complete the project.
- G. DOE Service Bureau shall close all projects after project acceptance and punchlist completion.
- H. The DOE Service Bureau shall settle appeals by a contractor in the event that DAGS and the contractor do not come to a mutual agreement over disputes arising during the construction inspection phase of a project or if the dispute goes beyond the terms of a contract.
- I. DOE Service Bureau shall obtain necessary permits for projects, including, but not limited to: County Building Permits; Department of Health Permits: for Construction & Operation of Wastewater Systems, Underground Injection Control (Drywells), & National Pollutant Discharge Elimination System (NPDES) Permits; etc.
- J. DOE Service Bureau shall process and pay all Utility Services requests and proposals for CIP and major R&M projects, as necessary. Utility services include, but not limited to: Electric utility (HELCo, KIUC, MECo); Phone Utility (Hawaiian Telcom); Cable service; Water Facilities & Development charges and Meter Fees, etc.

The responsibilities for DAGS shall be as follows:

- A. DAGS shall perform all construction inspection services and contract administration after the project is awarded and Notice To Proceed is issued.
- B. DAGS shall review progress payments from the Contractor for accuracy and shall submit to DOE Service Bureau upon approval.
- C. DAGS shall schedule and coordinate the final inspection for the project.
- D. DAGS shall assure that punchlist is completed, and shall collect and review all closing documents from the Contractor for completeness and accuracy.
- E. DAGS shall submit all closing documents to DOE Service Bureau for closing of contract.

4. Funding of Budget Shortfalls

- A. DAGS shall complete a Reimbursement Request Form which should be submitted once a quarter. Unforeseen circumstances shall be requested on an "exception" basis.

- B. DAGS shall forward the Reimbursement Request Form to the Department of Accounting & General Services Administrative Office for review. Multiple requests shall be placed on separate forms.
- C. The Department of Accounting & General Services Administrative Office shall submit the Reimbursement Request Form to the Department of Education, Office of Business Services (OBS), Accountability Branch, Project Control Section.
- D. Upon receipt, the Department of Education shall assess the request and upon approval of the OBS, Accountability Branch Director, a reimbursement request shall be forwarded to the Department of Education, OBS, Accounting Section for processing.
- E. Under normal circumstances, the entire process shall take approximately 20 working days upon receipt:
 - 1) 3 - days for approval by the OBS, Accountability Branch.
 - 2) 14 - days to generate a check and return to Department of Accounting and General Services.
 - 3) 3 - days to record the financial transaction in the Financial Accounting & Management Information System (FAMIS).

PERFORMANCE OBJECTIVE

Performance measurements come down to questions of volume or response time (speed). All times are dependent upon availability of material, accessibility of work areas, school schedules, available funding, and utilization of the existing DAGS workflow processes, which the Workorder Application systems residing on the departmental computer hardware is based on.

Contingent upon the adequate fulfillment of all roles and responsibilities as described in the Agreement, the performance goals shall be as follows:

- 1. Emergency Work Orders – 90% abated within twenty-four (24) hours. 85% completed and/or secured within three (3) days.
- 2. Minor Repairs – 75% of total work orders received on or after July 1, 2005 completed within twelve (12) months. Backlogged workorders received prior to July 1, 2005 shall be completed by priority and contingent upon DAGS receiving adequate resources and funding from DOE Service Bureau.
- 3. Major Construction Contracts – 80% of projects completed on time and within budget.

EXAMPLES OF CRITICAL (TYPE I) EMERGENCY REPAIRS

Type I repairs usually refer to the following:

ELECTRICAL:

- Power outage or erratic power
- Exposed electrical wire
- Fire alarm trouble
- Broken light switches or fixtures
- Burning electrical smell or smoke

PLUMBING:

- Sewage backing up
- Broken water main
- No water or low water pressure
- Leaking toilets, sinks or valves which cannot be shut off (secured)

TREE TRIMMING:

- Broken tree branch that is creating a hazardous condition. An emergency situation exists if there is an immediate health and safety concern.

OTHER:

- Air conditioner not cooling
- Program bell not ringing
- Fire extinguisher discharged
- Storm or Fire damages

EXAMPLES OF URGENT (TYPE II) EMERGENCY REPAIRS

Type II repairs are less severe in condition and usually refer to the following:

CARPENTRY:

- Door locks jammed or doors won't lock
- Broken glass or burglary damages
- Railings or steps broken and hazardous
- Leaking roof causing interior damages

PAINTING:

- Obscene and extensive graffiti
- Slippery sidewalk/steps

SUPPORT:

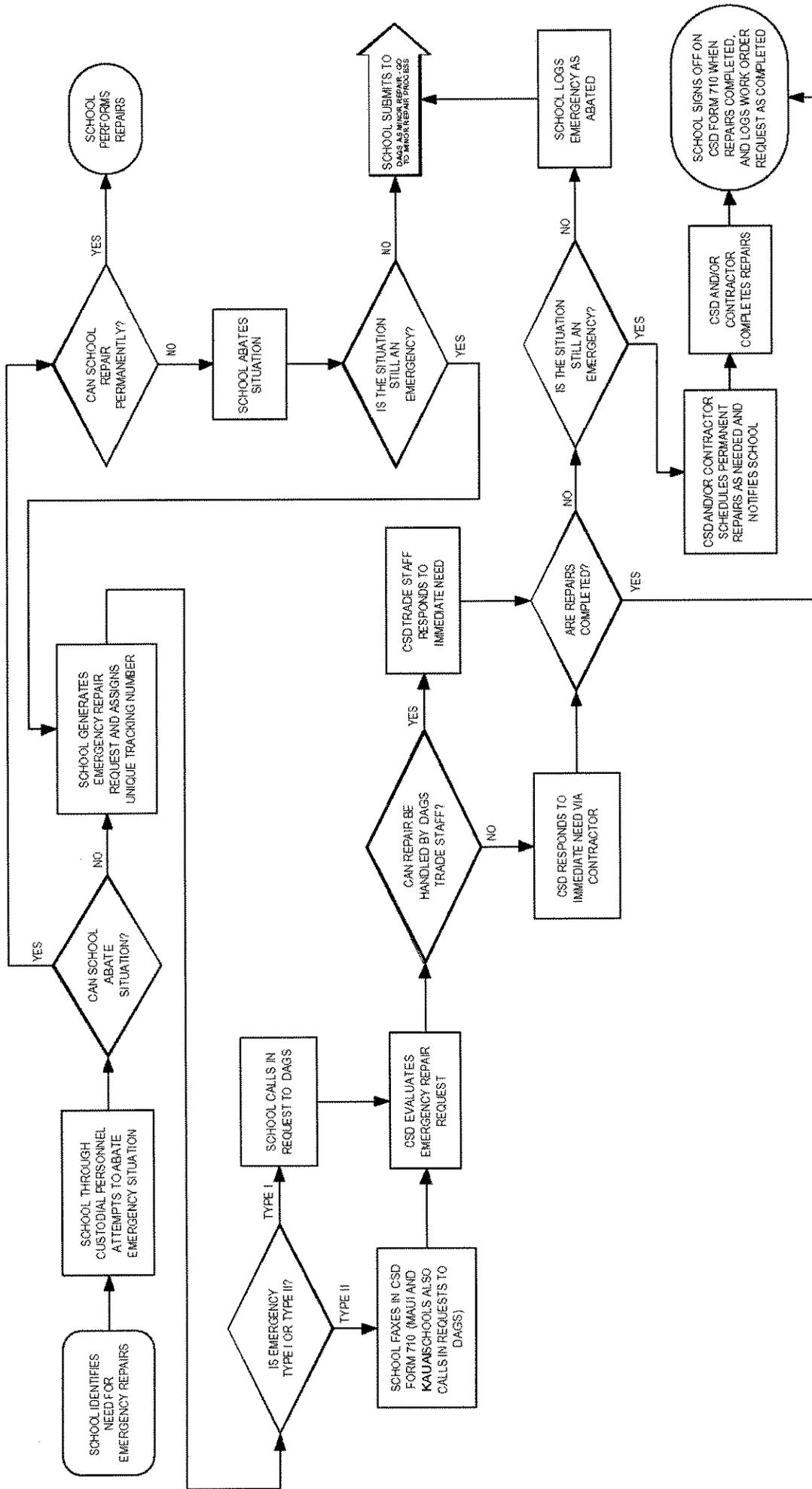
- Weld broken gate hinges
- Concrete sidewalk tripping hazard
- Tree branches falling down

Further examples of Urgent Emergency Conditions:
(Usually can be abated by the school custodian)

- *Burned out light ballasts which do not significantly reduce lighting levels.*
- *Circuit breaker trips which can be reset by removing the overload appliance.*
- *One or more clogged or leaking toilets can be closed off when bathrooms have multiple fixtures.*
- *Broken faucets can be valved off.*
- *Broken windows can be boarded up.*

**IF YOU HAVE ANY DOUBTS OR CONCERNS WHETHER A REPAIR IS
CRITICAL OR URGENT, CALL CENTRAL SERVICES DIVISION ON YOUR
ISLAND FOR FURTHER INFORMATION.**

EMERGENCY WORK ORDER PROCESS



EXAMPLES OF MINOR REPAIRS

CA – Carpentry

- *Repair termite damaged wood*
- *Repair broken louver/handles*

PA - Painting

- *Restriping Parking lot stalls*
- *Repainting bathrooms*

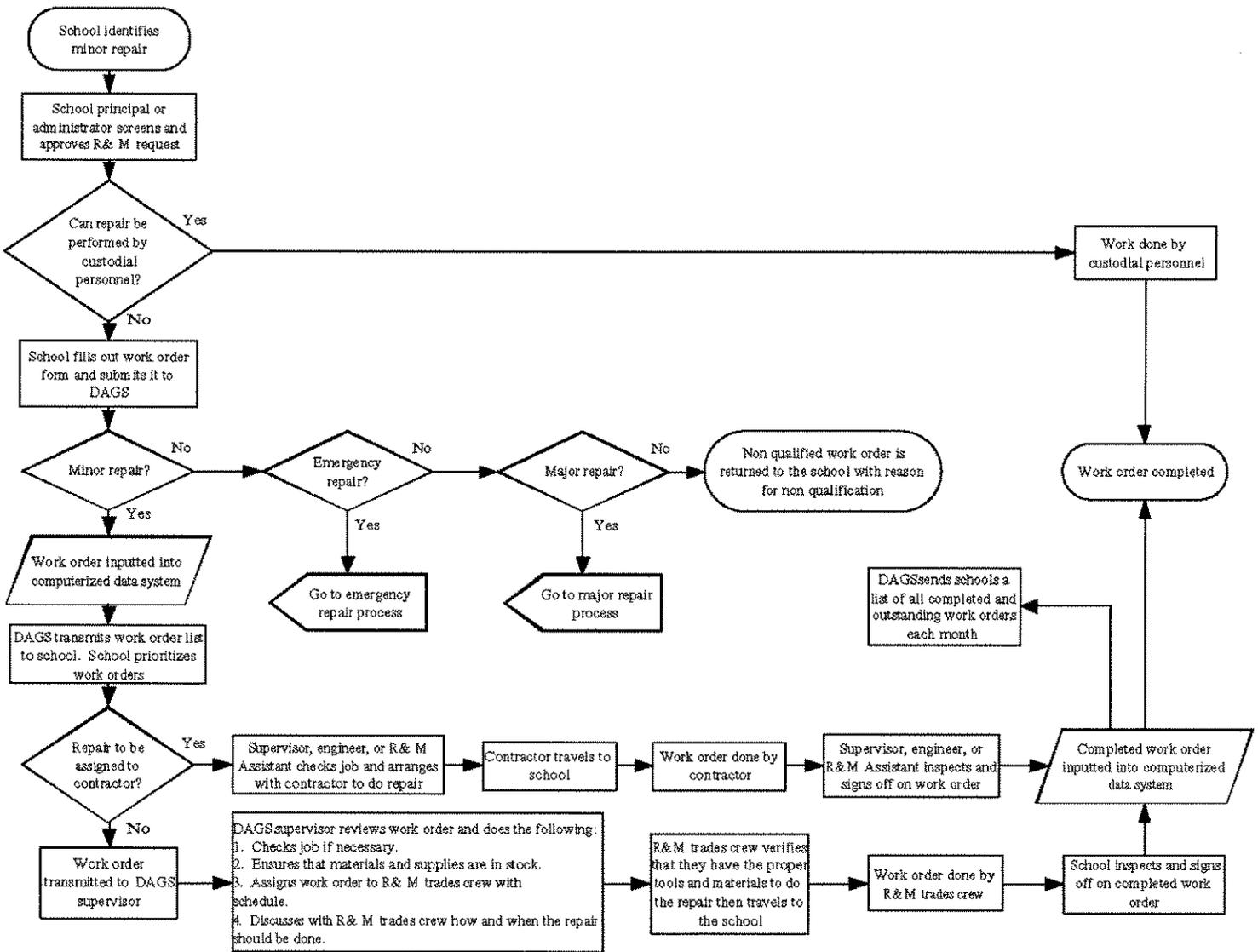
EL - Electrical

- *Replace ballasts/light fixtures*
- *Repair outlets/switches*

PL - Plumbing

- *Repair leaking faucets/valves*
- *Replace sinks/toilets*

MINOR REPAIR PROCESS



EXAMPLES OF MAJOR REPAIRS

DAGS - Central Services Division has 9 categories of major repairs. These are as follows:

1. Reroofing
2. Exterior Painting
3. Interior Painting
4. Termite Treatment Ground
5. Termite Treatment Tent
6. Resurfacing parking and playcourts
7. Air Conditioning changeout
8. Recarpeting
9. Other - renovation of classrooms/restrooms, major carpentry, plumbing and electrical upgrades.

Services that DAGS does NOT provide

The following is a listing of services that do not fall within the parameters of this SLA. The responsible agencies are provided for your information.

<u>Activity</u>	<u>Responsible Agency</u>
1. Mowing of a school's lawn area.	DOE O&M Office
2. Removal of bulky items.	(DOE to discuss)
3. Bees, rodents and other pests.	DOH Vector Control Office
4. Major Capitol Improvement Projects (new construction)	DOE Service Bureau
5. Minor CIP (Improvement Projects over \$15,000)	DOE Service Bureau
6. Upgrades to elevators, i.e., re-keying or adding new phone system	The School
7. Abandon Vehicles	Call the appropriate County agency on your island.
8. Replacement or upgrade of phone system elevator to be ADA compliant	The School