

AGENDA

SPECIAL JOINT COMMITTEE ON EDUCATION

March 11, 2013
School Committee Member Ambrogi,
Ald. Corriveau, Committee Member
Connors, Ald. Craig, School Committee
Member Staub, Ald. Shaw

4:30 p.m.
Aldermanic Chambers
City Hall (3rd Floor)

1. The Clerk calls the meeting to order.
2. The Clerk calls the roll.
3. Discussion regarding safety in the schools.
4. Discussion regarding the FY14 budget.

TABLED ITEMS

(A motion is in order to remove any item from the table.)

5. Existing FY13 contracts between the City of Manchester and the School District.
(Note: The Aramark contract is also attached)
6. If there is no further business, a motion is in order to adjourn.

CITY OF MANCHESTER, DEPARTMENT OF PUBLIC WORKS
FACILITIES DIVISION
475 VALLEY STREET
MANCHESTER, NEW HAMPSHIRE 03103

AGREEMENT

Agreement made this July 1, 2012 between the City of Manchester, Department of Public Works, Facilities Division, 475 Valley Street, Manchester, NH 03103 a municipal corporation of the State of New Hampshire, herein referred to as "Facilities Division" and Manchester School Administrative Unit #37, 195 McGregor Street, Manchester, NH 03102 herein referred to as "School District".

For the considerations set forth herein, the parties agree as follows:

1. The Facilities Division will provide corrective, preventive and construction maintenance services. Custodial, grounds and preventive maintenance services will be performed by Aramark Education as outlined in the current three year contract agreement with their firm.

Services shall be provided in accordance with the FY13 Budget presentation made by the Facilities Division pursuant to the request of the School District and approved by the Board of School Committee, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

2. The School District shall reimburse the Facilities Division upon receipt of a verified claim for the Amount Due. (Total FY13 chargeback \$5,561,574)

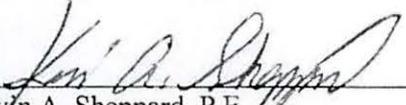
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.

4. This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at 475 Valley Street, City of Manchester, the day and year first above written.

CITY OF MANCHESTER

ACKNOWLEDGED BY:

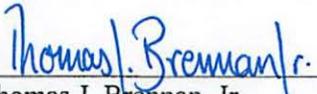


Kevin A. Sheppard, P.E.
Public Works Director



MANCHESTER SCHOOL DISTRICT

ACKNOWLEDGED BY:



Thomas J. Brennan, Jr.
Superintendent of Schools



Timothy M. Soucy, MPH, REHS
Public Health Director

Anna J. Thomas, MPH
Deputy Public Health Director



BOARD OF HEALTH
Rosemary Caron, PhD, MPH
Robert Duhaime, RN, MBA
Fernando Ferrucci, MD
William Mehan, DMD, MS, Chair
Kristin Schmidt, PA-C, Clerk

CITY OF MANCHESTER
Health Department

FISCAL YEAR 2013 AGREEMENT
July 1, 2012 – June 30, 2013

Agreement made between the City of Manchester, Department of Health, 1528 Elm St., Manchester, NH 03101 a municipal corporation of the State of New Hampshire, herein referred to as "Health Department" and Manchester School Administrative Unit #37, 195 McGregor St., Manchester, NH 03102 herein referred to as "School District".

For the considerations set forth herein, the parties agree as follows:

1. The School Health Division of the Health Department will provide nursing service in each of the twenty-two public schools to include direct nursing care, maintenance of health and immunization records, case management of students with chronic health conditions, and preventative health screenings. These comprehensive school nurse services will be provided during the defined school day at Manchester's public schools and in accordance with appropriate New Hampshire laws and regulations.

Services shall be provided in accordance with the FY13 Budget presentation made by the Health Department, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

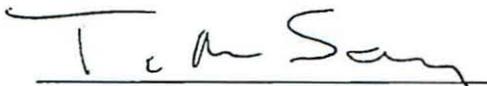
2. The School District shall reimburse the Health Department upon receipt of a verified claim for the Amount Due. (Total FY13 chargeback \$ 2,178,354).

3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.

4. This agreement shall be binding on the assigns and successors of the parties.

CITY OF MANCHESTER

MANCHESTER SCHOOL DISTRICT



Timothy M. Soucy, MPH, REHS
Public Health Director



Dr. Thomas J. Brennan, Jr.
Superintendent of Schools

CITY OF MANCHESTER, DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION
475 VALLEY STREET
MANCHESTER, NEW HAMPSHIRE 03103

AGREEMENT

Agreement made this July 1, 2012 between the City of Manchester, Department of Public Works, Highway Division, 475 Valley Street, Manchester, NH 03103 a municipal corporation of the State of New Hampshire, herein referred to as "Highway Division" and Manchester School Administrative Unit #37, 195 McGregor Street, Manchester, NH 03102 herein referred to as "School District".

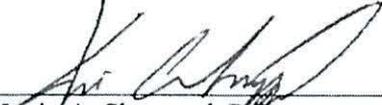
For the considerations set forth herein, the parties agree as follows:

1. The Highway Division will provide street sweeping services and other specialized services on an as needed basis.
2. The School District shall reimburse the Highway Division upon receipt of a verified claim for the Amount Due. (Total FY13 chargeback \$5,000)
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.

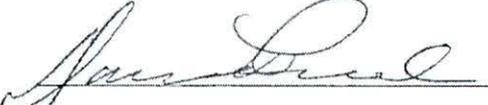
IN WITNESS WHEREOF, the parties have executed this agreement at 475 Valley Street, City of Manchester, the day and year first above written.

CITY OF MANCHESTER

ACKNOWLEDGED BY:



Kevin A. Sheppard, P.E.
Public Works Director



MANCHESTER SCHOOL DISTRICT

ACKNOWLEDGED BY:



Thomas J. Brennan, Jr.
Superintendent of Schools



Jennie Angell
Director, Information Services



CITY OF MANCHESTER
Information Systems Department

FISCAL YEAR 2013 AGREEMENT
July 1, 2012 – June 30, 2013

Agreement made between the City of Manchester Information Systems Department, 100 Merrimack Street, Manchester, NH 03101 a municipal corporation of the State of New Hampshire, herein referred to as "Information Systems Department" and Manchester School Administrative Unit #37, 195 McGregor Street, Manchester, NH 03101 herein referred to as "School District".

For the consideration set forth herein, the parties agree as follows:

1. The Information Systems Department manages the Centrex telephone contract and the out of state long distance contract (currently with Fairpoint Communications) for all City Departments including the School District. This management includes:
 - a. Requests for proposals for telephone in-state and out-of-state long distance service.
 - b. Contract negotiation and implementation for dial tone and long distance service
 - c. Bill auditing to insure all charges are in compliance with the contract terms and conditions
 - d. The pursuit of all credits from incorrect billing
 - e. Separation and distribution of the bill as needed by the School District
 - f. Placing of orders with Fairpoint for adds, changes, and removal of lines
 - g. When Fairpoint adds the capability back, we will execute the changes remotely and avoid the service charges
 - h. Reporting and trouble shooting line and long distance problems
 - i. General assistance and recommendations on services available through Centrex

Services shall be provided at a rate of \$35.50 per line. Based on the 278 lines that school has at this point in time the total will be \$9,870. This rate is calculated by taking ¼ of the salary including benefits of the employee who manages the Centrex contract and dividing it by the total number of Centrex lines and comparable circuits within the City.

The School District shall reimburse the Information Systems Department upon receipt of a verified claim for the Amount Due. (Total FY13 chargeback \$9,870.)

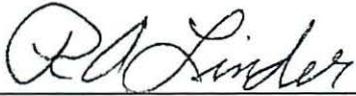
100 Merrimack Street • Manchester, New Hampshire 03101 • (603) 624-6577 • FAX: (603) 624-6320
E-mail: MIS@manchesternh.gov • Website: www.manchesternh.gov

This agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.

This agreement shall be binding on the assigns and successors of the parties.

City of Manchester

Manchester School District



For Jennie Angell
Director of Information Services

Thomas J. Brennan, jr.
Superintendent of Schools

CITY OF MANCHESTER, DEPARTMENT OF PUBLIC WORKS
PARKS, RECREATION AND CEMETERY DIVISION
475 VALLEY STREET
MANCHESTER, NEW HAMPSHIRE 03103

AGREEMENT

Agreement made this July 1, 2012 between the City of Manchester, Department of Public Works - Parks, Recreation and Cemetery Division, 475 Valley Street, Manchester, NH 03103 a municipal corporation of the State of New Hampshire, herein referred to as "Parks Division" and Manchester School Administrative Unit #37, 195 McGregor Street, Manchester, NH 03102 herein referred to as "School District".

For the considerations set forth herein, the parties agree as follows:

1. The Parks Division will provide school grounds maintenance activities, athletic field preparation/maintenance work citywide, and lighting at Gill Stadium.

Services shall be provided in accordance with the FY13 Budget presentation made by the Parks Division pursuant to the request of the School District and approved by the Board of School Committee, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.

2. The School District shall reimburse the Parks Division upon receipt of a verified claim for the amount due. (Total FY '13 chargeback \$270,300* for school grounds, \$176,995 for School Athletics).

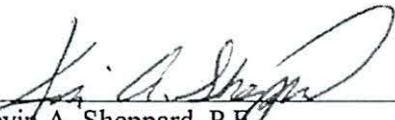
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.

4. This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at 475 Valley Street, City of Manchester, the day and year first above written.

CITY OF MANCHESTER

ACKNOWLEDGED BY:



Kevin A. Sheppard, P.E.
Public Works Director



MANCHESTER SCHOOL DISTRICT

ACKNOWLEDGED BY:



Thomas J. Brennan, Jr.
Superintendent of Schools



*\$175,000 is winter maintenance/snow removal. Parks will monitor these costs and periodically report to the School District.

CITY OF MANCHESTER, POLICE DEPARTMENT
351 CHESTNUT STREET
MANCHESTER, NEW HAMPSHIRE 03101

FY 2013 AGREEMENT

Agreement made between the City of Manchester, Police Department, 351 Chestnut Street, Manchester, NH 03101, a municipal corporation of the State of New Hampshire, herein referred to as the "Police Department" AND Manchester School Administration Unit # 37, 195 McGregor Street, Suite 201, Manchester, NH 03102 herein referred to as the "School District". The date of this agreement is July 3, 2012.

For the considerations set forth herein, the parties agree as follows:

1. The Police Department will provide eight (8) School Resource Officers to the School District.
2. The Police Department will provide School Crossing Guards to areas of the city that have been identified by the Police Department as needing the assistance of a guard to cross students safely before/after a school session.

The Police Department will obtain the necessary equipment and train each guard for their duties and responsibilities.

Charge backs for these services in Fiscal Year 2013 shall not exceed \$759,304 without prior approval of the School District.

3. The School District shall reimburse the Police Department upon receipt of an invoice from the Police Department which will be delivered in the months of December and June to the School District. The invoice shall calculate salaries and benefits of the SRO's based on their current wages and benefits for four (4) officers and the first year rate for four (4) other officers. The Police Department will verify the hours worked for each School Crossing Guard and bill accordingly based on their hourly wage. The Police Department will not bill the School District for any overtime.

This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at 195 McGregor Street, Manchester, NH.

CITY OF MANCHESTER



David J. Mara
Chief of Police

MANCHESTER SCHOOL DISTRICT



Thomas J. Brennan Jr., ED.D.
Superintendent of Schools

**CITY OF MANCHESTER
RISK MANAGEMENT OFFICE
ONE CITY HALL PLAZA
MANCHESTER, NEW HAMPSHIRE 03101**

FISCAL 2013 AGREEMENT

Agreement made between the City of Manchester, Risk Management Office, One City Hall Plaza, Manchester, NH 03101 a municipal corporation of the State of New Hampshire, herein referred to as "Risk Management" and Manchester School Administrative Unit #37, 195 McGregor Street, Suite 201, Manchester, NH 03102 herein referred to as "School District." The date of this agreement is 7/2/12.

For the considerations set forth herein, the parties agree as follows:

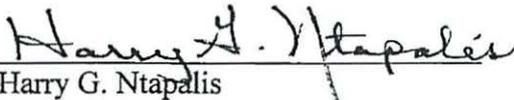
1. Risk Management will provide insurance administrative services through Third Party Administrators and insurance policies provided by the City's Insurance Brokers for the purposes of coverage throughout the Fiscal Year 2013. Such services shall be provided in accordance with the FY13 Budget presentation made by Risk Management pursuant to the request of the Board of Mayor and Aldermen to recover all dollars expended from the General Fund on behalf of the District.
2. The School District shall reimburse Risk Management upon receipt of insurance invoices with the exception of those invoices that The District pays directly to the insurance provider. Furthermore, the District agrees to pay any verifiable audit that is part of any line of coverage subject to such audit terms.
3. Fiscal Year 2013 School District Billings are listed as follows:

CGL, Auto and WC Administration \$116,000.00
4. All actual claims are budgeted and paid for by the School District based on their reserving specifically for that purpose. The current Third Party Administrators are Cannon Cochran Management Services Inc. (CCMSI), for workers compensation and Fraser Insurance Services Inc., for CGL. All funds for anticipated legal work are also reserved by the School District. The School District is not to be charged for the Actuarial Report that is statutorily generated by the City once a year.
5. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.
6. This agreement shall be binding on the assigns and successors or the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at One City Hall Plaza, City of Manchester, the day and year first above written.

CITY OF MANCHESTER

ACKNOWLEDGED BY:



Harry G. Ntapalis
Risk Manager



MANCHESTER SCHOOL DISTRICT

ACKNOWLEDGED BY



Thomas J. Brennan, Jr., Ed.D.
Superintendent of Schools



MANAGEMENT SERVICES AGREEMENT

This **MANAGEMENT SERVICES AGREEMENT** (the "Agreement") is made and entered into as of this ~~4th~~ day of MARCH 2011, by and between **THE CITY OF MANCHESTER, NEW HAMPSHIRE** ("City"), and **ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership ("ARAMARK"). City and ARAMARK will be referred to jointly as the "Parties" and individually as a "Party."

WHEREAS, the Parties were party to that Contract Agreement for Custodial and Preventive Maintenance, dated June 8, 1999, as amended from time to time (the "Original Agreement") which expires by its terms on June 30, 2011;

WHEREAS, the supplies, materials, equipment, and services shall be provided in accordance with the Proposal made by ARAMARK pursuant to the following documents:

Request for Proposal for Contract Services Associated with Custodial and Maintenance Services in All Schools and Municipal Buildings for the City of Manchester (the "RFP"), dated May 10, 2010;

Addendum #1 to the RFP, dated May 26, 2010;

Addendum #2 to the RFP, not dated, but issued June 2, 2010;

Addendum #3 to the RFP, dated June 3, 2010;

ARAMARK Proposal submitted in response to the RFP, dated June 9, 2010;

Follow-up Letter from Steven Weiser to City, ARAMARK, dated July 8, 2010;

RFP Amendment #1, Contract Services Associated with Custodial and Maintenance Services in All School and Municipal Buildings for the City of Manchester, dated July 28, 2010;

RFP Amendment #1, Additional Contract Services Associated with Custodial and Maintenance Services in All Schools and Municipal Buildings for the City of Manchester, dated August 10, 2010;

ARAMARK Response to RFP Amendment #1, dated August 11, 2010;

Letter from Steven Weiser to City, ARAMARK, dated November 12, 2010;

Letter from Steven Weiser to City, ARAMARK, dated November 15, 2010;

Letter from Steven Weiser to City, ARAMARK, dated November 17, 2010;

Letter from Steve Weiser to City, ARAMARK, dated December 2, 2010.

Which are hereby incorporated by reference and made a part hereof as if set forth herein in full.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree:

1. Scope of Management Services

City hereby grants to ARAMARK the exclusive right to provide City with certain Management Services for City’s facilities (the “Facilities”) during the Term (defined below in Section 2). “Management Services” are defined by the scope of work described in the following Exhibits, which incorporate the relevant portions of the Solicitation and the ARAMARK Response, and which are incorporated by reference herein. The Facilities for which Management Services will be provided are defined individually for each type of service, and are listed in Attachment 1 to each respective Exhibit. ARAMARK will provide the Management Services solely in accordance with the Exhibits and in accordance with the terms and conditions of this Agreement.

Service	Exhibit
ARAMARK Compensation	A
Custodial	B
Preventive Maintenance	C
Grounds Maintenance	D

ARAMARK shall render the Management Services with the same degree of care normally exercised by other professional service providers under similar circumstances. ARAMARK will perform its services hereunder as an independent contractor, and nothing in this Agreement shall be deemed to make ARAMARK, or its employees, a common law employee, agent, partner or fiduciary of, or joint venturer with, City. ARAMARK shall at no time be acting as an architect, engineer, indoor air quality expert or advisor or other design professional, and shall not be required to carry out duties requiring the services of a design professional.

City shall be solely responsible for all services required for the ownership and operation of the Facilities beyond the scope of the Management Services to be provided by ARAMARK. City shall be responsible for compliance with all federal, state, and local safety and health laws and regulations with respect to the Facilities. ARAMARK shall be responsible for compliance with all federal, state, and local safety and health laws and regulations with respect to the Management Services.

2. Term: Initial Term and Renewals

The term of this Agreement will begin July 1, 2011 (the “Commencement Date”), and will continue for a period of three (3) years (the “Initial Term”). Thereafter, this Agreement may be renewed by the Parties for up to four (4) additional consecutive terms of three (3) years each (individually, a “Renewal Term,” and collectively with the Initial Term, the “Term”). Either Party may elect not to renew this Agreement at the expiration of either the Initial Term or any Renewal Term by giving the other Party written notice to that effect not later than ninety (90) days before the date on which the then current Initial Term or Renewal Term would otherwise end.

3. Operational Matters

(a) Office and Storage Space. ARAMARK shall provide its own office and storage space

and utilities. City may request that ARAMARK relocate its office and storage space to another location, including, but not limited to, facilities owned or leased by City (the "City Facility"); provided, however, that ARAMARK will relocate coincident with the renewal or termination of its then-current lease and that if the cost to ARAMARK of the City Facility is more than the then-current cost of the ARAMARK space, excluding utilities, ARAMARK shall not be required to relocate. ARAMARK represents that its current lease for office space in Manchester expires May 31, 2011.

(b) Cooperation. City acknowledges that ARAMARK will need the active support of City's professional, administrative, operations, and other personnel to provide Management Services under this Agreement, and City agrees to use its best efforts to cooperate with ARAMARK in that regard. The Parties acknowledge that the Management Services will begin with a start-up phase (as set forth otherwise in individual Exhibits), during which the ARAMARK Operations Team will familiarize itself with particular aspects of the City's Facilities, operations, applicable equipment, materials, supplies, and other such matters as the Parties and Service Employees transition to the Management Services, and City agrees to cooperate with ARAMARK in that regard.

(c) Joint Review. The Parties' representatives will meet on a regular basis, at least once per quarter, to review and discuss any ongoing operational matters relevant to the Management Services under this Agreement.

(d) Budgeting. The Parties acknowledge and agree that City has the sole authority to review, approve and, from time to time, modify City's budget for the Management Services; provided however, that any such review, approval or modification shall be shared as soon as practicable with ARAMARK.

The Parties further acknowledge and agree that ARAMARK's ability to perform its obligations hereunder is subject to, and conditioned upon, City's approval and implementation of budgets for the Management Services.

(e) Purchasing. ARAMARK shall manage all purchases of products, supplies, equipment and services utilized in the Management Services, which purchases shall be made through ARAMARK's purchasing program. ARAMARK shall be entitled to receive and retain all cash discounts and all other discounts, rebates and allowances otherwise available to ARAMARK under its arrangements with distributors and suppliers.

(f) Hazardous Substances; Pre-Existing Conditions. ARAMARK has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to City or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "Hazardous Substances") at City's Facilities or their surrounding premises; and such duties have not been included in the ARAMARK Fee; except that ARAMARK will clean ordinary mold and mildew on visible surfaces in bathrooms and showers. City will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the Term of this Agreement, regarding such Hazardous Substances on the Facilities' premises. City will inform ARAMARK of the presence of such Hazardous Substances and acknowledges that ARAMARK employees will not be required to work in any location where they could be exposed to such Hazardous Substances. ARAMARK has advised City that it does not provide or assume any responsibility to monitor or remediate Hazardous Substances or any similar conditions, and that all determinations and corrective actions regarding Hazardous Substances and any similar conditions shall be made by City or a third party retained by City. In no case will any ARAMARK 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 City.

ARAMARK will not be responsible for any conditions that existed in, on, or upon the Facilities before the Commencement Date of the Original Agreement, July 1, 1999, ("Pre-Existing Conditions") including, without limitation, environmental impairments, and other conditions.

(g) Capital Investment. In consideration of City's agreement to award this Agreement to ARAMARK, ARAMARK will make a capital investment in custodial equipment for City in an amount up to three hundred fifty-seven thousand Dollars (\$357,000) (the "Capital Investment"), invested equally over the first three years of the Initial Term. Title to this custodial equipment shall be held by ARAMARK until the equipment is fully amortized. The Capital Investment shall be amortized on a straight-line basis over five (5) years, commencing upon the date the equipment is placed in service. ARAMARK shall provide City on an annual basis an inventory of assets employed in providing the services listed herein and shall consult with City regarding annual equipment purchases made subject to the Capital Investment.

Upon expiration or termination of this Agreement by either Party for any reason whatsoever prior to the complete amortization of the Capital Investment, City may reimburse ARAMARK for the unamortized balance of any piece of equipment purchased under the Capital Investment as of the date of expiration or termination and take ownership of the equipment purchased under the Capital Investment.

(h) Prior Investments. The Parties acknowledge that ARAMARK made various investments in equipment during the term of the Original Agreement (the "Prior Investments"). ARAMARK shall provide on an annual basis an inventory of all such Prior Investments. All such Prior Investments which are not fully amortized shall continue to be amortized according to the schedule(s) contemplated at the time such investments were made. ARAMARK shall continue to hold title to equipment that is not fully amortized.

Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Prior Investments, City may reimburse ARAMARK for the total unamortized balance of the Prior Investments as of the date of expiration or termination.

4. Personnel

(a) ARAMARK Operations Team. ARAMARK will provide and pay personnel for the efficient management of the Management Services (the "ARAMARK Operations Team"), which ARAMARK may adjust from time to time, as appropriate, upon approval and agreement in writing from the City. The ARAMARK Operations Team will be led by at least one (1) manager (the "ARAMARK Manager"), who will coordinate training and management of the service employees in those departments managed by ARAMARK (the "Service Employees"). The ARAMARK Manager will act as ARAMARK's chief representative for ARAMARK's day-to-day performance of the Management Services, and will interact directly with City. If an ARAMARK Manager should become unacceptable to City's Director of Highways or such officer's designated representative, then City's Chief Executive Officer or designated representative may request his or her removal and ARAMARK will provide a mutually acceptable replacement within a reasonable time thereafter. While on the Facilities, the ARAMARK Operations Team will be subject to the rules and regulations of City, copies of which will be provided by City to ARAMARK as available. ARAMARK will be responsible for all salaries, payroll and other taxes, benefits, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums and all similar taxes and payments), attributable to each member of the

ARAMARK Operations Team.

(b) Service Employees. ARAMARK will provide and pay all Service Employees ARAMARK deems necessary to provide the services listed herein and to meet the performance standards established pursuant to the Performance Guarantee established in Appendix A, Section B.iv. The Service Employees will be subject to the rules and regulations of City while on the Facilities. ARAMARK will be responsible for all salaries, payroll, and other taxes, benefits, fees, and other charges or insurance required by any federal, state and local law, statute or regulation (including, but not limited to, unemployment taxes, Social Security contributions, worker's compensation premiums, and all similar taxes and payments), attributable to each Service Employee. ARAMARK shall provide, on a monthly basis, an employee roster for the prior month listing each employee by name, the actual total wages for all employees for the month, the actual number of productive hours for all employees for the month, and the actual total benefits paid for all employees for the month. These reports are for informational purposes only and shall have no impact on the amounts owed by City to ARAMARK under Exhibit A. City shall treat these reports as confidential records and shall store them in a manner consistent with its storage of confidential employee records.

(c) Restrictions on Hiring Supervisory Employees. "Supervisory 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. ARAMARK agrees that no Supervisory Employees of City will be hired by ARAMARK for the Term of this Agreement and twelve (12) months thereafter.

City acknowledges that ARAMARK has invested considerable amounts of time and money in training its Supervisory Employees in the systems, procedures, methods, forms, reports, formulas, computer programs, plans, techniques and other valuable information that are proprietary and unique to ARAMARK's manner of conducting its business and that ARAMARK makes such information available to its Supervisory Employees, its subsidiaries and affiliates, on a confidential basis. Therefore, City agrees that no Supervisory Employees of ARAMARK, its subsidiaries or affiliates, will be hired by City during the Initial Term of this Agreement, and that City will not permit any Supervisory Employees of ARAMARK, its subsidiaries or affiliates to provide services for the Facilities directly or indirectly (through consulting contracts, contracts with third parties that employ or otherwise retain any Supervisory Employees, or otherwise) during the Initial Term of this Agreement. Additionally, City agrees that if it violates the conditions set forth in this Section, City will pay to ARAMARK, and ARAMARK will accept as liquidated damages and not as a penalty, an amount equal to two times the annual salary (base and bonus) of the Supervisory Employee(s) retained by City or allowed to work on the Facilities in violation of this Section.

(d) Equal Opportunity and Affirmative Action Employer. ARAMARK shall not discriminate because of race, color, religion, sex, sexual orientation, age, national origin, 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 employees. ARAMARK 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.

(e) Background Checks. To the extent permitted by law, ARAMARK shall apply to its employees and prospective employees assigned to work on the City's premises (the "ARAMARK Applicants") the minimum standards of employability set forth under New Hampshire Revised Statutes Section 189:13-a ("the New Hampshire law") relating to background checks of prospective employees,

including the prohibition of employment of individuals with a record of conviction of certain enumerated offenses. In order to comply with the New Hampshire law, all ARAMARK Applicants will be required to submit fingerprints to the authorities delineated under New Hampshire law in order for the requisite state and national background checks to be conducted, and ARAMARK applicants shall request that the results of the background checks be reported to the Manchester School District. All costs associated with the background checks and the pre-employment screenings shall be the responsibility of ARAMARK and/or the ARAMARK Applicant.

(f) Health Examinations. ARAMARK shall cause all ARAMARK employees considered for assignment to duty on City's premises to submit to and pass a tuberculosis (TB) test, as provided by the City's Health Department, prior to an offer of employment.

(g) Employee Benefits. ARAMARK shall not change employee benefit packages without prior approval of City, unless changes in employee benefit packages are required under Federal, State, or Local statute or regulation.

5. Compensation

(a) ARAMARK's Compensation. City will compensate ARAMARK as provided in Exhibit A attached hereto.

(b) Invoicing. During the Term of this Agreement, ARAMARK will submit to City an invoice for the ARAMARK Fee owed to ARAMARK for such month. The ARAMARK Fee for each month shall be calculated by dividing the ARAMARK Fee, excluding the Performance Guarantee, equally among twelve (12) payments. Consistent with the agreed upon two (2) month advance payment provision, the first invoice, for services in July 2011, shall be presented no later than May 25, 2011, for payment by June 15, 2011. In each month thereafter an invoice will be presented by the 25th of the month for the next monthly payment.

(c) Payment Terms. All invoices submitted by ARAMARK to City shall be paid within sixty (60) days of the invoice date.

6. Indemnity; Insurance; Limitation of Liability

(a) Indemnity. ARAMARK hereby agrees to protect, defend, indemnify, and hold the City and its employees, agents, officers and servants free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character resulting from the negligent acts or omissions of ARAMARK, including but not limited to, the amounts of judgments, penalties, interests, court costs, legal fees and all other expenses incurred by the City arising in favor of any party including claims, liens, debts, personal injuries including injuries sustained by employees of the City, death or damages to property (including property of the City) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this Agreement. ARAMARK agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at the sole expense of the ARAMARK. ARAMARK also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false or fraudulent.

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.

Each Party agrees to provide the other Party with prompt written notice of all losses or claims for which it will seek indemnity under this Agreement. Each Party agrees not to incur any cost or expense with respect to any loss or claim for which it seeks indemnity under this Section without the other Party's prior written approval; provided, however, that the foregoing shall not apply in the event that the other Party has in writing rejected, denied or otherwise declined the indemnification request with respect to such loss or claim. Each Party agrees to cooperate fully with the other Party in the investigation, defense and settlement of all such losses and claims.

(b) Insurance. ARAMARK agrees to maintain in full force and effect:

- i. Comprehensive General Liability insurance written on occurrence form, including completed operations coverage, personal injury liability coverage, broad form property damage liability, XCU coverage and contractual liability coverage insuring the agreements contained herein. The minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence and, where applicable, in the aggregate combined single limit for bodily injury and property damage liability; \$1,000,000 annual aggregate personal injury liability.
- ii. Automobile liability insurance for owned, non-owned and hired vehicles. The minimum limit of liability carried on such insurance shall be \$1,000,000 each accident, combined single limit for bodily injury and property damage.
- iii. Worker's Compensation insurance whether or not required by the New Hampshire Revised Statutes Annotated, 1955, as amended, with statutory coverage and including employer's liability insurance with limits of liability of at least \$100,000 for each accidental injury and, with respect to bodily injury by disease, \$100,000 each employee and \$500,000 per policy year.
- iv. Any and all deductibles on the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of ARAMARK.
- v. Insurance companies utilized must be admitted to do business in New Hampshire or be on the Insurance Commissioner's list of approved non-admitted companies and shall have a rating of (A) or better in the current edition of Best's Key Rating Guide.
- vi. ARAMARK agrees to furnish certificate(s) of the above mentioned insurance to the City within fourteen (14) days from the date of this agreement and, with respect to the renewals of the current insurance policies, in advance of each renewal date. Such certificates shall, with respect to comprehensive general liability and auto liability insurance, include the City as an additional insured. 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. The Certificate Holder shall be the City of Manchester, Office of Risk Management, One City Hall Plaza, Manchester, New Hampshire 03101 and the City of Manchester Highway Department, Facilities Division, 275 Clay Street,

Manchester, New Hampshire 03103.

- vii. The purchase of the insurance required or the furnishing of the aforesaid certificate shall not be a satisfaction of ARAMARK's liability hereunder or in any way modify the ARAMARK's indemnification responsibilities to the City.
- viii. It shall be the responsibility of ARAMARK to ensure all subcontractors comply with the same insurance requirements that he/she is required to meet.
- ix. Any insurance provided by ARAMARK (additional insured or otherwise) shall only cover losses for which ARAMARK is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of City.

(c) Limitation of Liability. ARAMARK's liability shall not under any circumstances exceed the greater of the ARAMARK Fee or the actual proceeds of insurance identified in this Section 6 for the applicable claim (including the deductible portion). 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.

7. Termination; Force Majeure

(a) Termination. City shall have the right to terminate the Agreement, without cause, by giving ninety (90) days written notice to ARAMARK; provided, however, that City may not give notice of its intention within the first ninety (90) days after the Commencement date of this Agreement.

Notwithstanding any provision in this Agreement to the contrary, ARAMARK may terminate this Agreement immediately at any time if City fails to pay ARAMARK any amounts due ARAMARK hereunder within the time period provided in this Agreement for such payment, and such failure continues for a period of ten (10) days following written notice by ARAMARK to City of such failure.

(b) Force Majeure. If either Party is rendered unable to perform its duties under this Agreement, in whole or in part, by reason of any event that is not reasonably under its control (including, but not limited to, Acts of God, fires, floods, earthquakes, accidents, strikes, riots, national emergencies, and other such force majeure events), then any duty so impacted will be suspended during such event. The Party rendered unable to perform due to force majeure must promptly notify the other Party, and neither Party shall be responsible to the other Party for any losses resulting from such force majeure, except for payment of monies owed. If either Party's inability to perform exceeds one hundred twenty (120) days, then either Party may terminate this Agreement by written notice, effective upon the other Party's receipt of such written notice.

(c) Purchase of Inventory. At the termination or expiration of this Agreement, City may, at its election, purchase ARAMARK's usable inventory of products, supplies and equipment that have not yet been charged as a direct cost of operation. The purchase price for such inventory will be ARAMARK's invoice cost, and ARAMARK will submit to City an invoice for such inventory if City elects to purchase such inventory.

(d) Appropriation of Funds. If sufficient funds are not appropriated for City's proposed budget for its next fiscal year to enable City to make payments due to ARAMARK under this Agreement, and City has no funds available from any other source that can be used for that purpose, then City will provide ARAMARK with an opinion letter and supporting documentation containing a specific

description of the lack of funds. City and ARAMARK then will review the Management Services in light of all funds available to City for such services and City's actual budget for its next fiscal year, to determine a level of Management Services that can be performed within the proportionate level of all available funds. If ARAMARK does not present such modifications of its Management Services program, then either Party may terminate this Agreement effective at the end of City's then current fiscal year, upon ninety (90) days prior written notice; and City agrees that it will not contract with another service provider for services in the nature of the Management Services during the remainder of the then current term if this Agreement is terminated pursuant to this Section.

8. General Provisions

(a) Notice. Any notice under this Agreement must be in writing, and will be effective when delivered personally, delivered by a national overnight delivery service, or three (3) business days after being deposited in the United States mail (postage prepaid, registered or certified). All notices will be addressed to the receiving Party at the following address (or such other address of which that Party has given proper notice):

If to City:

Manchester Department of Highways
Attn: Director of Public Works
227 Maple Street
Manchester, NH 03103-5596

If to ARAMARK:

ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP
Attn: Vice President and Chief Financial Officer, ARAMARK Education (K-12)
2300 Warrenville Road
Downers Grove, IL 60515

With a copy to:

ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP
Attn: Vice President and Associate General Counsel, ARAMARK Education (K-12)
ARAMARK Tower
1101 Market Street
Philadelphia, PA 19107-2988

(b) Confidential Information and Proprietary Materials. All financial, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs, except for the MAXIMO system owned by City, relative to or utilized in ARAMARK's business or the business of any subsidiary or affiliate of ARAMARK, shall be the property of ARAMARK and shall be confidential. City shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by City in any manner shall not affect ARAMARK's ownership or the confidential nature of such information. City shall not photocopy or otherwise duplicate any such materials without the prior written consent of ARAMARK.

City agrees that all computer software programs, except for those used in conjunction with the MAXIMO system, signage and marketing, educational and promotional literature and material (collectively referred to as "Proprietary Materials"), used by ARAMARK on the Facilities in connection with the Management Services provided by ARAMARK under this Agreement shall remain the property of ARAMARK. Upon termination of this Agreement, all use of trademarks, service marks and logos owned by ARAMARK or licensed to ARAMARK by third parties shall be discontinued by City, and City shall immediately return to ARAMARK all Proprietary Materials.

(c) Survival. The sections of this Agreement entitled Hazardous Substances; Pre-Existing Conditions; Indemnity; Insurance; Limitation of Liability; Purchase of Inventory; and Confidential Information and Proprietary Materials will survive the term and termination of this Agreement.

(d) No Waiver. No waiver will be effective against either Party unless it is in writing and signed by the waiving Party. A waiver of any particular breach of any term contained in this Agreement will not operate as a waiver of that term itself, or as a waiver of any subsequent breach thereof. The failure of ARAMARK or City to exercise any right or remedy available under this Agreement upon the other Party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with any subsequent breach or default on the part of the other Party.

(e) Severability. Should any of the provisions of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement, unless the illegality or invalidity of the illegal or invalid part, term or provision causes this Agreement to fail of its essential purpose, in which case, this entire Agreement shall become invalid and shall be null and void.

(f) Authority. Each Party represents and warrants that it has the requisite authority to enter into this Agreement and to perform its duties hereunder, that the individual signing below on that Party's behalf has all requisite authority and approvals to do so and to bind that Party, and that it has done and will do all things necessary so that this Agreement will be valid, binding and legally enforceable upon that respective Party.

(g) Entire Agreement; Amendments. This Agreement has been negotiated jointly and prepared by the Parties, and will not be construed as having been drafted by any one Party. This Agreement and its Exhibits contain the final and complete expression of all agreements between the Parties with respect to the subject matter of this Agreement, and supersede all prior and contemporaneous agreements between the Parties, whether oral or written. In the event of a conflict between or among this Agreement, the documents comprising the Solicitation, and the documents comprising the ARAMARK Response, the document last issued will govern. Except as otherwise provided herein, any change, modification or amendment of this Agreement must be in writing and signed by all Parties.

(h) Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

(i) Assignment. Neither City nor ARAMARK shall assign this Agreement without the prior written consent of the other; provided, however, that either Party may assign the Agreement to an Affiliate without the consent of the other Party. For purposes of this Agreement, "Affiliate" shall mean an entity which controls, is controlled by or is under common control with the assigning Party or its

ultimate parent entity.

IN WITNESS WHEREOF, the Parties have executed this Management Services Agreement as of the date shown first above.

**ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP**

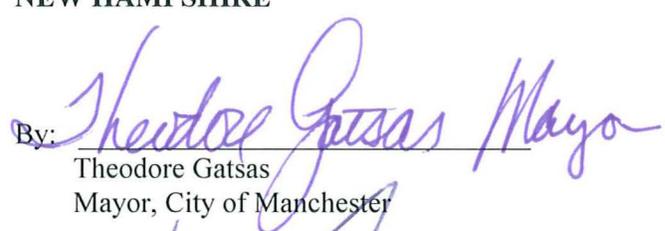
By its General Partner,
ARAMARK SMMS LLC

By: _____

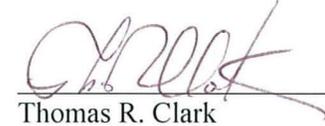

Jeff Gilliam
Vice President

**CITY OF MANCHESTER,
NEW HAMPSHIRE**

By: _____


Theodore Gatsas
Mayor, City of Manchester

Kevin Sheppard
Director of Public Works


Thomas R. Clark
City Solicitor

As to Form and Execution

EXHIBIT A

ARAMARK'S COMPENSATION

A. ARAMARK Fee: All facilities, equipment and services to be provided by City under this Agreement shall be provided at City's expense. Commencing on July 1, 2011, City shall pay ARAMARK an annual fee for ARAMARK's provision of the Management Services hereunder (the "ARAMARK Fee"), which ARAMARK Fee shall be four million seventy-one thousand three hundred thirty-one Dollars (\$4,071,331). The ARAMARK Fee is based upon a full two-month pre-payment credit payable upon execution of this Agreement; if City does not timely make payment of the pre-payment, the ARAMARK fee shall be adjusted to reflect the timing of the payment on a pro-rated basis. . The pre-payment shall be adjusted annually to reflect adjustments in the ARAMARK Fee made subject to Section B herein, or otherwise mutually agreed upon by the Parties.

B. Adjustments to ARAMARK Fee: The ARAMARK Fee will be adjusted from time to time, as follows:

(i) **Annual Adjustment.** Commencing on the first anniversary of the execution of this Agreement, and on each successive anniversary thereafter, the ARAMARK Fee will be increased by an amount equal to the Consumer Price Index published by the Bureau of Labor Statistics, "Consumer Price Index Urban Wage Earners and Clerical Workers", CPI Series ID: CWURA103SA0 Not Seasonally Adjusted, Boston-Brockton-Nashua, MA-NH-ME-CT, All items, Base Period 1982-84=100; provided, that the maximum contract adjustment on July 1, 2012, shall be 1.0% and the maximum contract adjustment for any subsequent year shall be 3%.

(ii) **Change in Scope of Services.** If City requests an expansion or reduction in the Management Services provided by ARAMARK hereunder, the Parties shall negotiate in good faith an equitable adjustment of the ARAMARK Fee commensurate with the expansion or reduction of such services. In addition, the City may request, and ARAMARK may provide, additional services hereunder on such terms and conditions as the Parties shall mutually agree in writing.

(iii) **Performance Guarantee.** After completion of surveys by ARAMARK and the City to establish baseline target scores, both Parties, on or before July 1, 2011, will agree upon specific figures for variables for performance measurement target ranges. The performance measures and the Performance Guarantee will be effective as of October 15, 2011. The Review Committee will meet to establish the alignment of target ranges. ARAMARK will guarantee performance based on mutually agreed baseline target ranges to be established by the Review Committee for each fiscal year. The Review Committee shall be comprised of representatives of City, the Manchester School District, and ARAMARK, and any other entities selected by City. Proposed performance measures may vary each year to address specific City goals and objectives. Semi-annually the Committee may modify the weight of each category. Should this occur, the Performance Guarantee will be prorated to reflect the changes. Performance targets will be consistent with the APPA Service Levels specified in the Exhibits to this Agreement and the performance levels for the Recycling Program set forth in Exhibit B (Custodial Management Services Program). The Performance Guarantee is based upon the assumption that the City will not unilaterally reduce or change the funding or scope of services as defined in this Agreement.

The attainment of performance will be both qualitative and quantitative as measured by bi-annual satisfaction surveys, third-party inspections, and percentage of completed preventive maintenance work orders. Performance target attainment will be the responsibility of ARAMARK. Quality assessment

based on performance will be tracked and measured through the quarterly inspection process managed by City, which shall require site inspections in September, December, March, and May of each school year. City may, at its option, engage a third-party auditor to perform quarterly inspections. Should City engage a third-party auditor, ARAMARK shall compensate the auditor, and such compensation shall be no greater than thirteen thousand Dollars (\$13,000). Should the City not engage a third party auditor, and the City through its own representatives determines that ARAMARK has failed to deliver services according to APPA standards set forth herein, and ARAMARK disputes any such City claims of inadequate delivery of services, ARAMARK shall have the right to engage, at its own cost, independent inspection services which shall help resolve any disagreements regarding the adequacy of ARAMARK services under the standards set forth herein. Should the City not engage a third party auditor, and should ARAMARK not engage a third party auditor to resolve any disagreements regarding the adequacy of ARAMARK's performance, ARAMARK shall credit the City thirteen thousand Dollars (\$13,000) on the last invoice of the applicable fiscal year. Satisfaction criteria will be measured twice annually through a Customer Satisfaction Survey jointly developed by the City and ARAMARK. The Performance Guarantee will be up to \$100,000 annually, and shall be weighted equally across performance categories. In the event ARAMARK does not achieve the agreed upon performance measurement targets, ARAMARK shall have until the completion of next quarterly inspection to cure the deficiency. The Performance Guarantee for the period ending on ARAMARK's last day of service will be reconciled during the tenth month of such final year, pending any on-going cure period, and payment, if any, will be made within the final month of service.

If City terminates the Agreement without cause, or terminates for cause but does not permit a cure period, and ARAMARK has met the performance standards set forth herein as of the date of the notice of termination, City shall pay the pro-rated value of the Performance Guarantee. City shall pay this pro-rated value of the Performance Guarantee within ten (10) days of termination.

EXHIBIT B

Custodial Management Services Program Scope of Services

ARAMARK will provide a Custodial Management Services Program (“Custodial Program”) to City as described in this Exhibit.

I. AREAS SERVED

Attachment CUST-1 contains a list of City’s Facilities that are included in the Custodial Program.

II. STAFFING: MANAGER AND SERVICE EMPLOYEES

The ARAMARK Manager will manage the Custodial Program. The ARAMARK Manager will coordinate the management and the activities of the Service Employees within the Custodial Department, which personnel will be provided by, and will be employees of, ARAMARK.

The ARAMARK Manager’s duties will be:

- to consult with and make recommendations to the City on Custodial functions and services;
- to provide recommendations for staffing levels, implementation of procedures, and utilization of resources within City’s Custodial Department;
- to work with City to develop, implement, and maintain a Custodial Program that will comply with all applicable Federal, State, and Local regulatory standards, and with the specifications put forth in the RFP;
- to produce reports related to the operation of City’s Custodial Department that comply with the specifications of the RFP;
- to develop job descriptions and standards of performance for all positions under ARAMARK's control;
- to track employment and training;
- to conduct Service Employee performance and progress evaluations;
- to hold team meetings for Service Employees on training and other relevant activities; and
- to attend certification, training and awards meetings and seminars as required from time to time.

III. MATERIALS, SUPPLIES AND EQUIPMENT

- The cost of all cleaning materials and supplies needed to perform the Custodial Program is included in the ARAMARK Fee (see RFP, Item O, page 6). The transfer of ownership of an item to City shall occur once ARAMARK removes such item from bulk storage for City’s use.
- In addition to the equipment listed in Section 3(h) of the Agreement, ARAMARK shall provide additional or replacement equipment needed for the Custodial Program. Any such equipment and software provided by ARAMARK to render the Custodial Program (including computer hardware) shall remain the property of ARAMARK. ARAMARK shall be responsible to repair, maintain and replace such equipment at no additional cost to City.

IV. DESCRIPTION OF SERVICES AND FREQUENCIES

See Attachment CUST-2, which reproduces custodial services specifications from the RFP, pages 7-19 (“Custodial Services”). The services provided under these Performance Specifications shall be provided in accordance with Association of Physical Plans Administrators (“APPA”), Service Level 3, except for classrooms, labs, auditoriums, media centers, libraries, corridors, locker/shower rooms, restrooms, cafeterias, kitchens, and kitchenettes, which will be serviced in accordance with APPA Level 2. The APPA Service Level Standards are defined in Attachment Cust-3.

In addition to the services listed in Attachment CUST-2, ARAMARK will provide the following services:

- Desk and horizontal surface cleaning (daily)

V. EXTRA SERVICES

The scope of the Custodial Program is limited to the description provided in this Exhibit and its Attachments, but ARAMARK may offer to schedule and provide other services as Extra Services at City’s request, for a mutually agreeable additional fee.

VI. EXCLUSIONS

- Cleaning of laboratory equipment, sink hoods, shelves and countertops, except that sinks in science laboratories will be cleaned once per week, as indicated in Section B.8 of the schedule of Custodial Services in the RFP.
- Cleaning of art room kilns, ovens, countertops and sinks.
- Cleaning of music room equipment.
- Cleaning of kitchen equipment and vent hoods.
- Cleaning mold/mildew is limited to bathroom and shower areas, to the extent that they are included in the scope of services described above in this Exhibit. Mold/mildew/fungi investigations and remediation is excluded.
- Cleaning of all machinery and equipment in boiler, fan, and air compressor rooms, and all building systems’ mechanical equipment located anywhere outside such areas.
- Security services in excess of the security services listed in Section D.2 of the schedule of Custodial Services in the RFP.
- Painting, except for spot painting projects, which will be done as required with paint provided by the City.
- Investigations, remediation and abatement of Hazardous Substances.

ATTACHMENT CUST - 1

BUILDINGS TO BE SERVICED UNDER CUSTODIAL PROGRAM

BUILDING	GROSS SQUARE FOOTAGE
<u>Schools</u>	
Bakersville Elementary School	49,160
Beech Street Elementary School	75,804
Central High School	351,471
Gossler Park	42,430
Green Acres	58,998
Hallsville Elementary School	39,835
Highland Goffes Falls School	59,927
Hillside Middle School	137,136
Jewett Elementary School	38,436
McDonough Elementary School	73,348
McLaughlin Middle School	133,400
Manchester School of Technology	134,342
Memorial High School	232,277
Northwest Elementary School	54,371
Parker Varney Elementary School	59,927
Parkside Middle School	118,550
School Administration Building	12,000
Smyth Road Elementary School	44,647
Southside Middle School	137,136
Webster Elementary School	56,558
West High School	226,262
Weston Elementary School	63,283
Wilson Street Elementary School	51,714

City Buildings

City Hall East and West	51,448
City Library	42,182
West Side Library	11,046
Senior Center	15,000
Highway Office and Garage	50,300
Facilities Division	9,277
Information Systems Office	1,750
Public Comfort and Information	1,025
Traffic Department	10,100

Total: **2,443,140 sq. ft.**

The Custodial Program and the corresponding ARAMARK Fee are based on the foregoing data provided by City. Any buildings or areas not listed above are excluded from the Custodial Program.

CUST-2
Custodial Services

CUSTODIAL DUTIES

A. GENERAL – Monday through Friday – All Shifts

1. Work Schedules

The custodial, preventive maintenance, and grounds employees will be instructed and their schedules will be written so as to be as flexible as possible to meet the many and various requests or needs of the City. There may be third shift personnel managed within the scope of this Agreement.

2. Outside Grounds

All outside grounds will be policed daily.

**B. CLASSROOMS AND OFFICES – Monday through Friday –
First/Second Shifts**

1. Main cleaning of floors – (Daily, five days per week)

Thoroughly clean all traffic areas using a chemically treated dust mop or vacuum where appropriate.

2. Wet cleaning of floors – (Weekly)

- Wet clean hard surface floors with an appropriate floor chemical designed to extend the life of the floor finish.
- The wet cleaning of floors will be provided once per week. Shampoo carpeted floors on a project basis. To be completed no less than twice per year.
- Office floors to be cleaned and maintained.
- Wet clean and disinfect Office Bathroom floors with a germicidal solution at least daily.

3. Spot cleaning of floors – (Daily five days per week)

Remove spots from spillage on hard surface and carpeted floors as needed.

4. Check and spot clean – (Daily, five days per week)

Spot clean walls, doors and electric switch plates as needed. Clean interior of glass doors and glass partitions. Remove graffiti and/or paint as necessary with supplies provided by Facilities Division. Adjust shades or blinds to a uniform height throughout the buildings. Clean classroom sinks and replenish paper towels.

5. Trash Receptacles – (Daily five days per week)

Empty and clean wastepaper baskets. Wet wipe with an odor controlling solution as needed. Reline wastebaskets where necessary (Liners to be provided by contractor).

6. Wet wipe – (Weekly)

All offices and classroom desks will be dusted and/or wet cleaned once per week when cleared. All desks will be cleaned on a project basis. During cold/flu season desks will be wet cleaned daily.

7. Whiteboards, Chalkboards, Chalk trays and Pencil Sharpeners (Daily)
Dust and wipe as requested.
Empty pencil sharpeners.
Clean white boards with an appropriate cleaner. (weekly)
Wet clean whiteboard trays (weekly)
Wet clean chalk trays and chalkboards (weekly).
8. Laboratories/Biology, Chemistry, Science, Physics – (Daily, five days per week)
Perform points 1 through 7
Equipment, chemical sink hoods, shelves and countertops will be cleaned by students or other school personnel. Sinks to be cleaned once per week. Report faucet/sink deficiencies to school office for work order generation.
9. Art Rooms – (Daily, five days per week)
Perform points 1 through 7
Kilns, ovens, countertops and sinks will be cleaned by students or other school personnel.
10. Library – (Daily)
Perform points 1 through 7. In addition, clean shelves, offices and countertops on a weekly basis. Tables are to be wet wiped daily.
11. Auditoriums, Stages, Music Rooms – (Daily)
Perform points 1 through 7
Cleaning of equipment will be performed by students or other school personnel.
Auditorium seating will be cleaned on a project basis. Refinishing of the stage floor will be the responsibility of the custodial staff on a project basis. Ventilation return grills will be cleaned by vacuuming monthly or as needed.

C. NON-CLASSROOM AREAS

1. Custodial and Maintenance Closets (At least weekly)
Clean and maintain all custodial and maintenance closets. Sink strainers are to be in place and kept clean at all times. Backflow preventers are to be maintained and in place for all automatic chemical dispensing systems.
2. Metal work (As needed)
Clean, polish and maintain all bright metal work.
3. Drinking fountain – (Daily)
Wet clean and disinfect drinking fountains with a germicidal solution.
4. Public telephones – (Daily)
Wet clean and disinfect public telephones with a germicidal solution.
5. Stairways – (Daily or as many times as needed according to the season)

Sweep, dust down, dry mop and spot wet mop once per day.

6. Corridors – (Daily)

Thoroughly dry mop with a chemically treated mop daily and spot wet mop as needed. Wet clean all hard surface corridors thoroughly daily. Thoroughly vacuum all carpeted corridors daily. Remove spots as necessary. A complete floor care program will be developed for implementation during the school year and approved by custodial supervisor. Dust wall lockers weekly. Report door closer/holder failures to the office for work order generation.

7. Public entrances - (Daily)

Spot clean glass doors and clean entrance floors as needed.
Vacuum off mats daily and during inclement weather as many times as needed.
Sweep exterior steps and sidewalk in front of main entrances (weekly)

8. Kitchen and kitchen storerooms – (Daily)

Cleaning of equipment will be by Kitchen personnel
Custodians will remove trash and garbage from Kitchen areas.
Floors will be wet cleaned by custodians once per day.

9a. Cafeteria – (Daily)

Thoroughly wet clean floor area as needed. Wet wiping of tables and chairs will be by kitchen personnel. Spot mop and clean as needed during and after the lunch period

9b. Multipurpose cafeterias – (Daily)

Spot mop and clean as needed during the lunch periods. Assist kitchen personnel if needed in wet wiping of tables and chairs in order to expedite the process and allow for thoroughly wet cleaning the floor area after the lunch period is over.

10. Cafeteria and kitchen (Annually)

The cafeteria and kitchen floors, walls, lighting, grills and vents will be thoroughly cleaned on a project basis. Food preparation equipment will be the responsibility of kitchen personnel.

11. Restrooms – (Daily or as necessary)

Completely clean and disinfect washrooms including:

- a) Wet wipe fixtures, shelves and ledges with a germicidal solution.
- b) Clean and disinfect both the inside and outside of urinals and toilet bowls.
- c) Replenish the supply of dispenser items such as toilet tissue, soap and paper towels. (These items provided by contractor).
- d) Wet clean and disinfect floors with a germicidal solution.
- e) Clean and polish mirrors and doorknobs.
- f) A Schedule of daily spot checking and cleaning will be developed and maintained and logged.

12. Locker room and shower – (Daily)

Police areas. Wet clean floor and showers with a germicidal solution, or utilize a KyVac system. Daily maintenance of lockers to be done by students or other

personnel. Cleaning of inside of lockers to be done annually and included on project calendar. Spot clean walls, benches and furniture and exterior of lockers.

13. Weight Room – (Weekly)

Dry and wet mop floors with a germicidal solution. Vacuum carpets and sanitize.

14. Athletic Program – Daily, five days per week/on project basis

a) Gymnasium, Field House

Perform dry mopping of floors 1 time per day and prior to as well as following all interscholastic sporting events. Pull out and push in bleachers; install and remove rails. Clean bleachers and grandstands areas after use as needed. Prepare floor surfaces with proven finishes, waxes and cleaners on a project basis. Project work to be included on project calendar.

b) Wrestling, Gymnastic and Dancing Rooms

Dry mop floor daily 1 time per day and prior to and as well as following all interscholastic sporting events. Clean matting and equipment on a (weekly, project) basis. Prepare floor surfaces with proven finishes, waxes and cleaners approved by the athletic department and City Custodial Supervisor.

15. Elevators

Floors, stainless steel, walls and door track cleaned daily; remove graffiti.

16. Kitchenettes in City Hall

Clean counter surfaces, tables and chairs daily, Clean sinks weekly.

D. OTHER CUSTODIAL/MAINTENANCE DUTIES

1. Cleaning and relamping of light fixtures –(Fixture cleaning included in project calendar.

Light fixtures will be cleaned once per year. Re-lamping will be provided within a 24 hour period. Training will be provided to each employee to insure that the correct lamps are being used for the fixture.

2. Security – (Scheduled basis)

- The custodial employees will have the responsibility of opening buildings per school administration's direction.
- Turn off all lights and lock all doors and windows at the completion of cleaning each room.
- Lock all doors after extra-curricular activities and provide weekend supervision over community events when assigned by school administration.
- Set security alarms in accordance with the requirements set by the City's Custodial Supervisor.

3. Trash Removal – (Daily)

Remove trash and garbage from all areas of the facility and take to appropriate dumpster or recycling area.

4. Floor finishing – (As planned)

Following a carefully planned program of applying correct finishes and maintaining the floor surfaces throughout the City. Refinish floors on a scheduled program that will take into account the different use conditions, traffic, types of floors and activities in each area of the City. A floor burnishing program will be established. All work to be scheduled on project calendar.

5. Carpet/furniture cleaning and repair – (As needed)

Service carpet and furniture on a scheduled program utilizing the appropriate method of carpet care. Define care methodology and include on project calendar. Furniture/desk/chair repairs will be limited to screw tightening, q-ball installation and wall installation.

6. Wall washing, painting

A scheduled program of wall washing will be maintained on an annual basis. Spot painting will be done as required with paint provided by the City. Include scheduled work on project calendar.

7. Miscellaneous projects

All contractor work included on project calendar. Other miscellaneous projects of a cleaning and operations nature will be done such as:

- a) Removal of graffiti
- b) Cleaning of grills and vents
- c) Cleaning of all ceramic tile floors in showers, kitchens and lavatories to remove odors, grease and reduce the possibility of bacterial and fungal growth.
- d) Minor ceiling tile repair and replacement will be done on an as needed basis. Tiles with sprinkler heads, smoke detectors or security devices to be reported to office for work order generation.
- e) Snow removal and sanding (daily)

8. Miscellaneous Responsibilities – (Daily)

It is to be understood that, in each school, each day porter is there to support the school principal and staff. In addition, the custodians will be required to accept occasional direction from the Custodial Supervisor or his designee. As such, unscheduled needs will arise from time to time and need to be met by the Custodial Staff. There will be a day porter available to support the normally recurring miscellaneous duties that include:

- a) Flag raising and lowering
- b) Opening and closing of facility during normal school operation.
- c) Morning check of functional integrity of the building hot water, heat, leaks etc. Develop a daily rounds routine.
- d) Light bulb changing
- e) Set-ups for meetings, assemblies and graduations.
- f) Post class schedule activity cleanups
- g) Assisting in receiving of supplies
- h) Incidental graffiti removal – interior
- i) Incidental graffiti removal – an attempt must be made to remove exterior graffiti.
- j) Reporting observed safety hazards

- k) Snow removal: Remove snow from designated areas (Snow removal plan to be approved by the City).
- l) Movement of furniture within facilities is the responsibility of the contractor.
- m) Pressure washing of all fire escapes and landing areas must be performed to remove bird droppings.
- n) Other duties as assigned by the Principal.

Other Responsibilities:

Inspect fire alarm panels for trouble in system and trouble lights report to office for work order generation.

Fire Extinguishers:

(Weekly) – Fire extinguishers need to be visually Checked to make sure they are in working condition and fully charged. Any problems must be reported to the School Administration and the City Custodial Supervisor.

(Yearly Inspection) – Contractor shall be responsible for the collection of all fire extinguishers and have them centrally located in a designated area in each facility in preparation for their yearly inspection. The Contractor will also be responsible for returning them to their proper locations after they have been inspected and tagged. City Custodial Supervisor will advise Contractor as to what date and time the company inspecting them will begin their work.

1st Monday of every month – Fuel oil readings – report levels to City Custodial Supervisor or designated party. Fax to the city (Fax no 624 6562).

Custodial and floor care personnel shall be responsible for reporting building problems to the office for work order generation.

E. SUMMER PROGRAMS

Custodial requirements need to be met. The following areas will receive cleaning and maintenance as required due to use for summer programs. These areas are assigned by the School District.

1. Multipurpose room
2. Designated classrooms
3. Hallways
4. Administrative offices
5. Restrooms
6. Grounds policing
7. Athletic areas

F. SPECIALIZED PROGRAMS (Industrial Arts . High & Middle Schools

1. Classrooms and Offices
Perform points 1 through 7 of B Classrooms and Offices in the Industrial Arts offices and bathroom areas. Shop areas shall be dry mopped or swept. (Stay away from student projects), trash shall be removed, sinks shall be wet cleaned and soap dispensers shall be refilled. Students and instructors will perform all between class and shop area cleaning.
2. Additional Labor
Contractor will act as the coordinator of student participation programs that have been developed to aid the City in accomplishing custodial and maintenance programs.

G. COMMUNITY AND EXTRACURRICULAR ACTIVITIES

Custodial service will be provided for community and extracurricular activities on City facilities as approved by the City Administration.

H. PREPARATION FOR COMMUNITY AND CITY ACTIVITIES

Contractor will oversee set-ups for activities on City property.

I. ANNUAL CLEANING

1. **Annual Summer Vacation Cleaning (Annual Cleaning for Other Facilities)**

In the event that some authorized facility construction or other activity in a building interferes with the vacation or scheduled cleaning of an area, the cleaning schedule shall be rearranged to complete cleaning after such activity is complete.

Summer cleaning will be carried out in a manner that will not disrupt the summer school programs.

Summer cleaning in elementary and middle schools shall be completed two weeks prior to school opening.

During summer school, the building(s) being utilized for summer school must be:

Cleaned daily – after classes

A custodian/porter must be assigned to the building while summer school is in session.

No furniture is to be placed in hallways until summer school is finished.

Annual Cleaning work at Municipal Facilities shall be scheduled with the City Custodial Supervisor and shall be completed during non-office hours on a project calendar.

Window Cleaning:

School Buildings – Annually, all windows (interior and exterior) including framework shall be cleaned during the month of August prior to school opening. This schedule may be adjusted on agreement between Contractor

and the City.

Office Buildings – Window cleaning shall take place semi-annually. All windows (interior and exterior) including framework shall be washed as scheduled with the City Custodial Supervisor on a project calendar.

Contractor will provide a detailed written schedule, for approval by City Custodial Supervisor of the work to be performed during the annual summer vacation cleaning, including a week by week project schedule which will be used to insure completion of the projects for school opening. The following summer and annual cleaning will be carried out in a manner that will not interfere with construction projects:

1. All walls will be washed.
2. All furniture will be wet washed clean, Unsafe broken furniture will be removed and glides replaced. Gum will be removed.
3. Heating units, registers, grills and diffusers will be vacuumed clean and filters replaced. Covers must be removed.
4. All hard surface and wood floors that require finish will be scrubbed and disk screened and have finish applied. Stripping will only be completed as needed.
5. Gym wood floors will be scrubbed and disk screened and two (2) coats of gym wood floor finish applied.
6. It will be the Contractor's responsibility to repaint all lines and painted areas of gym floor.
7. All carpets will be cleaned by extraction.
8. All light fixtures and covers will be cleaned.
9. Wash all windows inside and out. Framework will be washed clean. All cleaning of windows (interior and exterior) shall be performed prior to school opening.
10. All lockers (both hallway and gym) will be washed clean inside and out
11. Toilets and locker rooms will be scoured and disinfected.
12. Grounds will be policed daily.
13. Other project work may be assigned by the facilities Division Custodial Supervisor.
14. Polish Furniture
15. Wash Venetian Blinds
16. Vacuum and Shampoo Upholstered Furniture
17. Clean and Wash Lighting and Mechanical Diffusers.

2. Christmas, February and Spring Vacation Cleaning

1. Vinyl tiled hallways, corridors, cafeterias, gyms, teacher lounges, lunch rooms and office areas will be scrubbed and recoated as necessary and all carpets shall be cleaned/shampooed as necessary.
2. Elementary school classroom floors that have vinyl tile will be top scrubbed and recoated. All high school and middle school classroom floors shall be washed and/or scrubbed and recoated on a rotating basis to be approved by the City Custodial Supervisor.

3. Art, Science and Home Economic room floors will be scrubbed and recoated as necessary.
4. Cafeteria and Kitchens – During Vacation breaks (at a minimum) the teachers lounges and cafeteria floors will be scrubbed and recoated as necessary.

Alternate floor maintenance programs to be approved by City Custodial Supervisor.

RECYCLING

Within the custodial contract the Contractor is responsible for designing and implementing a recycling program in all the buildings within the program. The City desires a high quality program that will have a significant impact on diverting these materials from the solid waste stream. At the conclusion of this program the City of Manchester should be seen as a leader in the area of recycling.

The contractor will be responsible for establishing the baseline of recyclables and double the rate of recycled materials by the end of the first year of the contract.

The basic and essential recycling duties to be supplied by the firm are as follows:

- Daily collection of recyclable paper from all containers and transfer of same into the provided recycle dumpster. Recyclables may **not** be dumped as “trash” into the outside refuse dumpster!
- Recyclables stored in toter containers must be placed outside the building (usually near the trash dumpster) on the assigned collection day by 7:00 AM. (only at Wilson Elementary). Contractor is required to notify the designated City employee if the contracted recycling vendor fails to pick-up recyclables on the assigned day.
- Cardboard boxes need to be broken down and flattened and either placed in the provided outside **recycle** dumpster (not the Trash Dumpster!) or tied into manageable bundles. Maximum dimension: 3’x2’x18”. Glass, paper, aluminum cans, cardboard and milk cartons are all recycled in the same recycle container (called co-mingle).
- Open communication between the Contractor and the designated City employee *is essential* to the success of this Program. The contractor can expect any necessary support from the City and the School District.

CUST-3

APPA CUSTODIAL STANDARDS

APPA housekeeping (custodial) levels defined:

Level one of APPA is defined as “**Orderly Spotlessness**”. This level is outlined as follows:

- Floors and base moldings shine and/or are bright and clean; colors are fresh. There is no buildup in corners or along walls.
- All vertical and horizontal surfaces have a freshly cleaned or polished appearance and have no accumulation of dust, dirt, marks, streaks, smudges and fingerprints.
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate
- Trash containers and pencil sharpeners are empty, clean, and odor-free.

Level two of APPA is defined as “**Ordinary Tidiness**”. This level is outlined in the APPA standards as follows:

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days worth of dirt, dust, stains, or streaks.
- All vertical and horizontal surfaces are clean, but marks, dust, smudges, and fingerprints are noticeable with close observation.
- Washroom and shower tile and fixtures gleam, are odor-free, and supplies are adequate.
- Trash containers and pencil sharpeners are empty, clean, and odor-free

Level three of APPA is defined as “**Casual Inattention**”. This level reflects the first budget cut, or some other staffing-related problem. It is a lowering of normal expectations. While not totally acceptable, it has yet to reach an unacceptable level of cleanliness.

- Floors are swept clean, but upon close observation dust, dirt and stains, as well as a buildup of dirt, dust and/or floor finish in corners or along walls, can be seen.
- There are dull spots and/or matted carpet in walking lanes, and streaks and splashes on base molding.
- All vertical and horizontal surfaces have obvious dust, dirt, marks, smudges, and fingerprints.
- Lamps all work and all fixtures are clean.
- Trash containers and pencil sharpeners are empty, clean and odor-free.

Level four of APPA is defined as “**Moderate Dinginess**”. Level 4 reflects the second budget cut, or some other significant staffing-related problem. Areas are becoming unacceptable. People are beginning to accept an environment lacking normal cleanliness. In fact, the facility begins to constantly look like it requires a good “spring cleaning”.

- Floors are swept clean, but are dull. Colors are dingy, and there is an obvious buildup of dust, dirt, and/or floor finish in corners and along walls. Molding is dull and contains streaks and splashes.
- All vertical and horizontal surfaces have conspicuous dust, dirt, smudges, fingerprints, and marks that will be difficult to remove.
- Less than 5% of lamps are burned out, and fixtures are dingy.
- Trash containers and pencil sharpeners have old trash and shavings. They are stained and marked. Trash cans smell sour.

Level five of APPA is defined as “**Unkempt Neglect**”. This is the final and lowest level. The trucking industry calls this “just-in-time cleaning”. The facility is always dirty, with cleaning accomplished at an unacceptable level.

Floors and carpets are dirty and have visible wear and/or pitting. Colors are faded and dingy, and there is a conspicuous buildup of dirt, dust, and/or floor finish in corners and along walls. Base molding is dirty, stained, and streaked. Gum, stains, dirt, dust balls, and trash are broadcast.

All vertical and horizontal surfaces have major accumulations of dust, dirt, smudges, and fingerprints, as well as damage. It is evident that no maintenance or cleaning is done on these surfaces.

More than 5% of lamps are burned out, and fixtures are dirty with dust balls and flies.

Trash containers and pencil sharpeners overflow. They are stained and marked. Trash containers smell sour.

EXHIBIT C

Preventive Maintenance Management Services Program

Scope of Services

ARAMARK will provide a Preventive Maintenance Management Services Program (the "PM Program") to City as described in this Exhibit.

I. BUILDINGS, PLANT FACILITIES AND AREAS

Attachment PM-1 contains a list of the Facilities that are included in the PM Program.

II. EQUIPMENT/SYSTEMS

Attachment PM-2 contains a list of the equipment and/or systems of City within the Facilities that are included in the PM Program (jointly, the "Equipment/Systems").

III. STAFFING: MANAGER AND SERVICE EMPLOYEES

The ARAMARK Manager will manage the PM Program. The ARAMARK Manager will coordinate the management and the activities of the Service Employees within City's departments managed under the PM Program, which personnel will be provided by, and will be employees of, ARAMARK.

The ARAMARK Manager's duties will be:

- to consult with and make recommendations to City on PM functions and services;
- to provide recommendations for staffing levels, implementation of procedures, and utilization of resources within City's facilities managed under the PM Program;
- to work with City to develop, implement, and maintain a PM Program that will comply with applicable regulatory standards;
- to produce reports related to the operation of City's facilities managed under the PM Program as agreed by the Parties;
- to develop job descriptions and standards of performance for all positions under ARAMARK's management;
- to track PM employment and training;
- to conduct Service Employee performance and progress evaluations;
- to hold team meetings for Service Employees on training and other relevant activities; and
- to attend certification, training, and awards meetings and seminars as required from time to time.

The ARAMARK Manager may sit on City committees as requested by City. The ARAMARK Manager may also act as a liaison on behalf of City with insurance and regulatory organizations as requested by City. In performing any such committee or liaison functions, the ARAMARK Manager will be acting as an advisor to City, and City shall remain solely responsible for all actions reviewed, recommended, taken or not taken by the City or its committees.

IV. MATERIALS, SUPPLIES, AND EQUIPMENT

ARAMARK will provide all materials and supplies that are needed for the Service Employees to perform the PM Program; provided, however, that ARAMARK will not be responsible for any unusual or extraordinary material, supplies, equipment, and repair or replacement costs necessary to improve or repair systems so that they are in fully operable condition consistent with manufacturers' specifications. The PM Program is based on the assumption that City systems are in fully operable condition consistent with manufacturers' specifications when ARAMARK begins implementation of the PM program. ARAMARK will notify City if systems are not fully operable. ARAMARK shall not be liable for any portion of the Performance Guarantee related to the failure of City to remediate systems that are not fully operable.

All computer hardware and software provided by ARAMARK to perform the PM Program, if any, will remain the property of ARAMARK. ARAMARK will repair, maintain, and replace its own computer hardware and software, at no additional cost to City. If City uses any specialized plant operations and maintenance software at any time during the term of the PM Program, then City, at its own cost, will make such software available for use by ARAMARK and the PM Program will incorporate use of that software.

V. PLANT OPERATIONS AND DESCRIPTION OF PREVENTIVE MAINTENANCE SERVICES

See Attachment PM-5, which reproduces specifications for preventive maintenance services from the RFP, pages 21-23 ("Preventive Maintenance Services", Sections B, C, and E). The services provided under this Scope of Services shall be provided in accordance with Association of Physical Plans Administrators ("APPA"), Service Level 1. The APPA Service Level Standards are defined in Attachment PM-7.

VI. COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM

See Attachment PM-5, which contains specifications from the RFP, pages 20-21, ("Preventive Maintenance Services"). ARAMARK shall be responsible for the purchase of one (1) additional license to the IBM Maximo Maintenance Management System ("Maximo MMS"). ARAMARK shall transfer from ARAMARK's ISIS System to City's IBM Maximo Maintenance Management System all data necessary for the execution of the PM Program.

VII. SUPPORT

ARAMARK will provide managerial and operational support for the PM Program through a City Manager who will make periodic visits to City's site to oversee the ARAMARK Manager and the PM Program and to meet with City representatives. ARAMARK will provide technical support for the PM Program through one or more technical support representatives who will serve as technical resources for the ARAMARK Manager.

VIII. MISCELLANEOUS

A. Quality Control

ARAMARK will audit the PM programs in place at the Commencement Date to set a performance benchmark. ARAMARK will audit the PM Program in association with the quarterly inspection process to determine the extent of implementation and the quality of the PM Program. The audits will be performed by ARAMARK personnel other than the ARAMARK Manager. To the extent that these audits are privileged, proprietary and confidential information, they will be so treated by City and ARAMARK.

B. ARAMARK Recommendations

As part of the PM Program, ARAMARK will make recommendations to City regarding maintenance, repair and replacement actions which ARAMARK believes are necessary to keep the Equipment/Systems in a functional condition. However, City will have the ultimate decision-making authority as to whether to implement any such actions recommended by ARAMARK.

IX. EXTRA SERVICES

The scope of the PM Program is limited to the description provided above in this Exhibit and its Attachments. ARAMARK may offer to schedule and provide other services as Extra Services at City's request, for an additional fee (on which ARAMARK and City will agree).

Upon request by City, ARAMARK will provide any or all of the following specific Extra Services to City on terms and with pricing to be agreed upon by the Parties, which services would be added to the scope of the PM Program through an amendment to the Agreement:

- Building Commissioning Services
- Project Management Services
- Indoor Air Quality Assessments and Management
- Engineering Diagnostics of Building/Systems Problems
- Sustainability Planning
- Utility Master Planning

X. EXCLUSIONS

Attachment PM-3 lists specific items which are excluded from the PM Program.

XI. OWNERSHIP OF PM MATERIALS

Attachment PM-4 lists specific materials relating to the PM Program which are and will remain the property of ARAMARK and specific materials relating to the PM Program which are and will remain the property of City.

ATTACHMENT PM-1

BUILDINGS, PLANT FACILITIES AND AREAS INCLUDED IN PM PROGRAM

<u>BUILDING NAME</u>	<u>SQUARE FEET</u>
Bakersville Elementary School	49,160
Beech Street Elementary School	75,804
Central High School	351,471
Central High School – Gatsas Athletic	4,393
Gossler Park	42,430
Green Acres	58,998
Hallsville Elementary School	39,835
Highland Goffes Falls School	59,927
Hillside Middle School	137,136
Jewett Elementary School	38,436
McDonough Elementary School	73,348
McLaughlin Middle School	133,400
Manchester School of Technology	134,342
Memorial High School	232,277
Memorial High School – Clem Lemire Athletic	4,918
Northwest Elementary School	54,371
Parker Varney Elementary School	59,927
Parkside Middle School	118,550
School Administration Building	12,000
Smyth Road Elementary School	44,647
Southside Middle School	137,136
Webster Elementary School	56,558
West High School	226,262
West High School – Memorial Field	1,629
Weston Elementary School	63,283
Wilson Street Elementary School	51,714

City Buildings

City Hall East and West	51,448
City Library	42,182
Carol M. Rines Center	36,932
West Side Library	11,046
Senior Center	15,000
Highway Office and Garage	50,300
Facilities Division	9,277
Public Comfort and Information	1,025
Traffic Department	10,100
Bus Terminal	_____
Central Fire Engine, Engine 1	33,116
Calef Road Fire Station, Engine 9	7,440
Amory Street Fire Station, Engine 6	6,340
Somerville Fire Station, Engine 7	16,700
Gen. Stark Fire Station, Engine 5	14,700
So. Main Street Fire Station, Engine 2	12,815
South Willow Street Fire Station, Engine 3	7,067
Mammoth Road Fire Station, Engine 10	7,117
Hacket Hill Fire Station, Engine 4	3,600
Weston Communications Tower	150
Cohas Fire Station, Engine 8	11,325
Derryfield C/Lower Level Admin.	9,500
Gill Stadium	20,028
Livingston Bath House	3,360
Maple Street Youth Center	3,500
Raco Theodore Bath House	2,730

Total: **2,648,750 sq. ft.**

NOTE: ANY BUILDINGS, PLANT FACILITIES OR AREAS NOT LISTED ABOVE ARE EXCLUDED FROM THE PM PROGRAM.

ATTACHMENT PM-2

EQUIPMENT AND SYSTEMS INCLUDED IN PM PROGRAM

Boilers
Chillers
Exhaust Fans
Generators
Heating and Cooling Water Treatment
Hot Water Heaters
HVAC Equipment
Pumps
Fire Alarm System
Sprinkler and Standpipe Systems
Elevator Recall System
Cooling Towers
Transformers
Electrical Panels
Electrical Distribution
Water Treatment

NOTE: ANY EQUIPMENT OR SYSTEMS NOT LISTED ABOVE ARE EXCLUDED FROM THE PM PROGRAM.

ATTACHMENT PM-3

SERVICES, SYSTEMS AND OTHER ITEMS EXCLUDED FROM PM PROGRAM

1. **Utilities** - Utilities (including but not limited to water, sewer, electrical, gas, oil, purchased steam, or chilled water) are excluded.
2. **Furniture** - Repair or replacement of movable furniture that is not built-in as an integral part of the building structure is excluded.
3. **Building Modifications** - Alterations to the physical structure (e.g. adding or removing walls) or changes to the functionality or use of a space (e.g. conversion of storage space to office) are excluded. Such changes or alterations must be approved by the design professional before construction so that the impact on building systems can be evaluated.
4. **Cable Television** - Maintenance, repair and installation is excluded.
5. **Telecommunications Equipment** - Maintenance, repair and installation is excluded. Management of City's telecommunications services is excluded.
6. **Audio-Visual Equipment** - Televisions, videocassette recorders, overhead projectors and other such audio-visual equipment is excluded.
7. **Computers** - Maintenance, repair and installation of personal and laptop computers is excluded.
8. **Fire Drills** - Scheduling and conduct of fire drills are the responsibility of City.
9. **Security** - Monitoring, patrolling, and other security activities other than routine locking and unlocking of entrances is excluded.
10. **Vandalism** - Damage to property will be excluded.
11. **Structural** - Structural construction and foundations (including but not limited to exterior and interior concrete masonry units or reinforced concrete, pavements, barriers, abutments, screen devices and related construction components) are excluded.
12. **Infrastructure Systems** - Infrastructure systems, such as HVAC systems and ductwork, not specifically included in Attachment PM-2 are excluded.
13. **Underground Storage Tanks** - Maintenance, repair, testing and removal is excluded.
14. **Indoor Air Quality** – Indoor air quality assessments are excluded.
15. **Hazardous Substances**– Hazardous Substances investigation and remediation are excluded.
16. **Bleachers, Grandstands and Playground Equipment** – Structural assessments of bleachers, grandstands and playground equipment are excluded
17. **Stadium Lighting** – Maintenance, repair, and testing of Gill Stadium field lighting, scoreboard, and parking lot lighting is excluded.

ATTACHMENT PM-4

OWNERSHIP OF MATERIALS, EQUIPMENT AND OTHER ITEMS

ARAMARK PROPERTY

Any equipment or test equipment (light meters, voltmeters, etc.) purchased by ARAMARK for utilization within the Facilities as part of the PM Program shall remain the property of ARAMARK during the first term of the Agreement. After the completion of the first term of the Agreement any such equipment shall belong to the City.

All manuals used by ARAMARK in connection with the PM Program shall remain the property of ARAMARK.

All blank or unused ARAMARK forms, records, logs, labels, posters, or charts shall remain the property of ARAMARK.

Any supplies or chemicals purchased by ARAMARK shall remain the property of ARAMARK.

CITY PROPERTY

All items listed in PM-5, Section D ("System Ownership").

Any non-ARAMARK manuals, books and documents purchased from City's budget shall remain the property of City. NFPA Code manuals whether purchased by ARAMARK or City shall remain with City upon termination of the Agreement.

All City equipment Manufacturers' Operations, Installation, and Parts Manuals shall remain the property of City. In addition, all manuals prepared for certification organizations shall remain the property of City.

Used labels or labels affixed to City's equipment shall remain the property of City and will not be removed. File copies of forms, records, logs, or reports such as Safety and Fire Equipment inspections (including the Emergency Generator Test Logs, Automatic Heat and Smoke Detector Test Records, Fire Alarm System/Sprinkler Tests, Electrical Safety Tests, Receptacle Tests, Fire Drill Reports, and Fire Reports) shall remain the property of City.

All safety related documentation that is completed, MSDS Files, Statement of Conditions, Federal, State, or Local inspections or surveys and associated reports, and Standard Operating Procedures developed specifically for City shall remain the property of City. All logs, records, plans, charts, City employee personnel records, used maintenance and repair requisitions and work orders (excluding preventive maintenance) containing information exclusive to City shall remain the property of City.

ATTACHMENT PM-5
Preventive Maintenance Services

PREVENTIVE MAINTENANCE PROGRAM

The City presently is utilizing two separate and distinct Maintenance Management Systems (MMS). Currently the City uses IBM Maximo primarily for corrective maintenance management, some preventive maintenance, work order tracking, and accounting. Its current service provider utilizes another MMS to manage mostly preventive maintenance.

One objective of this new contract will be to transition all the data onto one MMS platform. It is imperative we perform this transition in an orderly fashion. Significant consideration will be given to ensure this happens seamlessly and without loss of any data or history.

A. OBJECTIVES – During the first year of the contract the Contractor shall transition the existing preventive maintenance program, information, data and history while maintaining an effective preventive maintenance program. These programs shall be converted to the existing City Maximo system. These programs shall be designed to:

- a) Support and respond to administrative, accounting and operational requirements.
- b) Establish and maintain a high level of productivity in the preventive maintenance work force.
- c) Assure high quality preventive maintenance performance.
- d) Achieve the most effective cost reductions in maintenance.
- e) Monitor operational uptime of all facilities under contract.
- f) Contractor is responsible for all transitional costs. The City will provide necessary support to accomplish this integration.
- g) Contractor will have the resources, knowledge and technical ability to operate Maximo at optimal utilization. It needs to be able to take full advantage of all Maximo capabilities.

B. IMPLEMENTATION - This will include the following:

- a) The creation of work order priorities for preventive maintenance. This should align with the current priority system established by the City.
- b) Develop all Maximo job plans, schedules, and preventive maintenance text for each asset and job routine.
- c) Validation of the facilities electro-mechanical equipment inventory (noting condition and age). A substantial amount of the inventory is already complete.
- d) Computer downloading and, correct coding of equipment with appropriate preventive maintenance text.
- e) Tagging of equipment using bar coded fixed asset tags. This work is substantially complete, but will require validation. It will be the responsibility of the contractor to tag new equipment when replaced.
- f) Training the technician/mechanics, with City employees and contractors own staff.
- g) A fully computerized, state-of-the-art preventive maintenance program for all electrical, mechanical, and building systems. Include annual inspections of fire alarm and elevator recall systems (include cleaning of smoke detectors after testing), sprinkler and standpipe systems, emergency lighting systems and assistance with the bi-annual inspection of boilers. See Attachment PM-6 for more detailed specifications of the Deferred Maintenance Program.

- h) The development, implementation and delivery of a casualty prevention and control program for all equipment within City buildings. This shall be done in coordination with the City.
- i) Life expectancy reports for electrical and mechanical equipment. This report will be updated every two years. A report of DDC runtimes and/or accurate schedules is required.
- j) Formalized preventive maintenance summaries to include schedules, actions completed, cost analysis, life cycle analysis and productivity reports.
- k) Integration of cost accounting system for preventive maintenance activities including parts, labor and services with the City's accounting system.
- l) Provision of a complete technical reference library concerning methods and skills. City employees will be able to access, attend and use these systems.
- m) Conduct a thorough deferred maintenance study and design a five-year plan. This plan will be updated every two years. See Attachment PM-6 for more detailed specifications of the Deferred Maintenance Program.
- n) All supplies, tools and equipment as outlined in the RFP to complete the preventive maintenance services.
- o) As part of the preventive maintenance program there will be training and development of the custodial staff, monitoring and delivery of purchased services, preventive maintenance items, development, implementation and delivery of casualty prevention programs and in coordination with City of Manchester Facilities Division.
- p) Each building will have a daily rounds routine established by the contractor for the on site crew assigned to each building. This routine requires the on site staff to go through the entire building checking on key indicators to ensure all equipment is functioning properly on a daily basis.
- q) Contractors' technicians are required to have and maintain NH Gas Fitters licenses as issued by the State of NH.

C. MAINTENANCE PROGRAM – Contractor shall advise the City of maintenance requirements found through the preventive maintenance process. Maintenance actions shall respond to the City's current designation of priorities for the completion of preventive, corrective and requisitioned maintenance, in consideration of Contractor recommendations. Contractor shall advise the City should priorities require reduced or increased standards of preventive maintenance.

D. SYSTEM OWNERSHIP – The following Program Materials shall become the property of the City:

- a) Daily Journal
- b) Fire Extinguisher Inspection Log
- c) Roof Inspection Sheet
- d) Water Test Control Log
- e) Filter System Log
- f) Emergency Generator Operating Test Log
- g) Automatic Heat, Smoke Detector and Fire Alarm Test Record
- h) Sprinkler Valve Inspection and Sprinkler Drop Test
- i) Contractor Service Log
- j) Equipment Inventory Edit List
- k) Individual Equipment Life Expectancy List
- l) Individual Maintenance Identification Sheet
- m) Operating Instructions and Safety-Precautions

n) Casualty Prevention and Control Schedule Listing

E. CASUALTY PREVENTION AND CONTROL

1. **OBJECTIVE** – Contractor shall advise and implement to the extent requested and authorized by City, casualty prevention and control programs and measures for custodial and maintenance in contribution to a structurally and functionally safe facility. Features in this program will be for following established life safety standards for the particular building types.
2. **DEVELOPMENT AND IMPLEMENTATION** – Contractor shall recommend and assist in the administration of casualty prevention and control programs to include:
 - a) Assistance with written fire programs. Programs to include monthly fire extinguisher inspections, emergency back up lighting test, and annual fire extinguisher tests.
 - b) Assistance with instruction of the City staff in emergency responsibilities.
 - c) Assistance in developing the format and content of inspections, tests and drills.
 - d) Liaison with insurance and regulatory organizations.
 - e) Reduction of safety hazards (mechanical and electrical).
 - f) Assistance with the preparation of the City's external and internal disaster plan.
 - g) The contractor's General Manager will be available to serve as a member of the safety committee if directed by the City administration.

ATTACHMENT PM-6
Deferred Maintenance Program

ARAMARK will also perform a Major Condition Systems Overview Assessment for City. This assessment will document key, critical facility needs across City's real estate portfolio and provide the data to support a 5-Year Capital Plan. Our proven approach and methodology provides City a systematic inventory of essential facilities needs for a realistic planning strategy. Specifically, ARAMARK will provide a service that will meet several fundamental objectives:

- Conduct an assessment of the condition of the City's key building systems, including HVAC, electrical, plumbing and building shell (roofing, windows and walls)
- Provide analysis and a tool that will enable the financial decision makers to develop a *strategic* plan to address critical facilities needs
- Deliver *realistic and accurate* recommendations based on ARAMARK's thirty years of experience in the design, construction, testing and operation of facilities for institutions of education
- Involve the City community in the assessment process in order to ensure that findings are *credible* and that the assessment process addresses all known issues
- Organize assessment findings into a *flexible and intuitive* 5-Year Capital report that will allow City personnel to continue to manage, analyze and update information

PM-7

APPA Service Level Standards

APPA Maintenance Level Matrix

APPA is the Association of Physical Plant Administrators

Level	1	2	3	4	5
Description	Showplace Facility	Comprehensive Stewardship	Managed Care	Reactive Management	Crisis Response
Customer Service and Response Time	Able to respond to virtually any type of service, immediate response	Response to most service needs, including limited non-maintenance activities, is typically a week or less	Services available only by reducing maintenance, with response times of one month or so	Services available only by reducing maintenance, with response times of up to one year	Services not available unless directed from top administration, none provided except emergencies.
Customer Satisfaction	Proud of facilities. Have a high level of trust for the facilities organization	Satisfied with facilities related services, usually complimentary of facilities staff.	Accustomed to basic level of facilities care. Generally able to perform mission duties. Lack of pride in physical environment.	Generally critical of cost, responsiveness, and quality of facilities services.	Consistent customer ridicule, mistrust of facilities services.
Maintenance Mix	All recommended PMs are scheduled and performed on time. Reactive maintenance is minimized to the unavoidable or economical. Emergencies are very infrequent and handled efficiently.	A well developed PM program: most required PM completed at a frequency slightly less than per defined schedule. Appreciable reactive maintenance required due to systems wearing out prematurely, and high number of lamps burning out. Occasional emergencies caused by pump failures, cooling system failures, etc.	Reactive maintenance predominates due to systems failing to perform, especially during harsh seasonal peaks. An effort is still made at PM; priority to schedule as time and staff permit. The high number of emergencies causes reports to upper administration	Worn-out systems require staff to be scheduled to react to systems that are performing poorly or not at all. Significant time spent procuring parts and services due to the high number of emergency situations with weekly reporting. PM work consists of simple tasks and is done inconsistently.	No PM performed due to more pressing problems. Reactive maintenance is a necessity due to worn out systems. Good emergency responses because of skills gained in reacting to frequent system failures. No status reporting as upper administration is tired of reading the reports.
Aesthetics, Interior	Like New	Crisp/Clean finishes	Average Finishes	Dingy Finishes	Neglected finished

Aesthetics, Exterior	Windows, doors, trim, exterior walls are like new	Watertight, good appearance of exterior cleaners	Minor leaks and blemishes. Average exterior appearance.	Somewhat drafty and leaky, rough-looking exterior, extra painting necessary.	Inoperable windows, leaky windows, unpainted, cracked panes, significant air and water penetration, poor appearance overall.
Aesthetics, Lighting	Bright and clean, attractive lighting	Bright and clean, attractive lighting	Small percentage of lights out, generally well lit and clean.	Numerous lights out, some missing diffusers, secondary areas dark.	Dark, lots of shadows, bulbs and diffusers missing, cave-like, damaged, hardware missing.
Service Efficiency	Maintenance activities appear highly organized and focused. Typically, equipment and building components are fully functional and in excellent operating condition. Service and maintenance calls are responded to immediately. Buildings and equipment are routinely and regularly upgraded and keeping them current with modern standards and usage	Maintenance activities appear organized with direction. Equipment and building components are usually functional and in operating condition. Service and maintenance calls are responded to in a timely manner. Building and equipment are regularly upgraded keeping them current with modern standards and usage.	Maintenance activities appear to be somewhat organized, but remain people dependent. Equipment and building components are mostly functional, but suffer occasional breakdowns. Service and maintenance call response times are variable and sporadic, without apparent cause. Buildings and equipment are periodically upgraded to current standards and use, but not enough to control the effects of normal usage and deterioration.	Maintenance activities appear somewhat chaotic and are people dependent. Equipment and building components are frequently broken and inoperative. Service and maintenance calls are typically not responded to in a timely manner. Normal usage and deterioration continues unabated, making buildings an equipment inadequate to meet present use needs.	Maintenance activities appear chaotic and without direction. Equipment and building components are routinely broken and inoperative. Service and maintenance calls are never responded in a timely manner. Normal usage and deterioration continues unabated, making buildings and equipment inadequate to meet present use needs.
Building Systems Reliability	Breakdown maintenance is rare and limited to vandalism and abuse repairs.	Breakdown maintenance is limited to system components. Long mean time between failures.	Building and systems components periodically of often fail.	Many systems unreliable. Constant need for repair. Backlog of repair needs exceeds resources.	Many systems are non-functional. Repair instituted only for life safety issues.
Manpower – Maintenance Production –		About	About	About	
K-12 / Colleges	> 2.7 Mh/Kft ² /Yr	2.3 – 2.4 Mh/Kft ² /Mo	2.1 Mh/Kft ² /Mo	1.4 – 1.6 Mh/Kft ² /MMo	< 1.2 Mh/Kft ² /Mo

	> 3.7 Mh/Kft2/Mo	3.1 – 3.3 Mh/Kft2/Mo	2.7 Mh/Kft2/Mo	2.0 – 2.4 Mh/Kft2/Mo	< 1.5 Mr/Kft2/Mo
Purchased Services and Supplies	> \$450/Kft2/Yr	\$375 – \$425/Kft2/yr	\$325 – \$350 Kft2/Yr	\$250 - \$300/Kft2/Yr	< \$225/Kft/Year
K-12 / Colleges			\$400 – \$425 Kft2/Yr		
	> \$600/Kft2/Yr	\$475 - \$525/Kft2/Yr		\$325 - \$375/Kft2/Yr	< \$275/Kft2/Yr
EFQAT/QPQ Scores	> 95%	90%	+ or – 85%	75%	< 50 %
Energy	Full EMS Control, Active Energy Capital Program, Energy costs on low end of Benchmarks	Good deal of EMS control, capital expenditures evaluated for energy impact, energy projects ongoing, lower 25 th percentile of energy benchmarks	Quite a bit of energy control, supply side and demand side. In the middle of the bell curve on energy benchmarking.	Some EMS control, but no regular updating or adjustments. Buying natural gas on contract. Upper 25 th percentile in energy benchmarks	Very little EMS control, No focus on energy initiatives supply or demand. High end of energy Benchmarks
Campus Needs per Million Replacement Value	Less than \$50,000 per Million	Between \$50,000 and \$150,000 per Million	Between \$150,000 and \$300,000 per Million	Between \$300,000 and \$500,000 per Million	More than \$500,000 per Million in Replacement Value

RATIO:

0.05

0.15

0.3

0.5

0.5

EXHIBIT D

Grounds Management Services Program Scope of Services

ARAMARK will provide a Grounds Management Services Program ("Grounds Program") to City as described in this Exhibit.

I. AREAS SERVED

Attachment GRD-1 contains a list of City Grounds that are included in the Grounds Program and reproduces the list of specific sites in the Grounds Program listed in the RFP, pages 24-38 ("Grounds Services").

II. STAFFING: MANAGER AND SERVICE EMPLOYEES

The ARAMARK Manager will manage the Grounds Program. The ARAMARK Manager will coordinate the management and the activities of the Service Employees within the Grounds Department, which personnel will be provided by, and will be employees of, ARAMARK.

The ARAMARK Manager's duties will be:

- to consult with and make recommendations to City on Grounds functions and services;
- to prepare annual grounds management planning calendar with routine weekly activities;
- to provide recommendations for staffing levels, implementation of procedures, and utilization of resources within City's Grounds Department;
- to work with City to develop, implement, and maintain a Grounds Program that will comply with all applicable Federal, State, and Local regulatory standards and the specifications put forth in the RFP;
- to produce reports related to the operation of City's Grounds Department as agreed by the Parties;
- to develop job descriptions and standards of performance for all positions under ARAMARK's control;
- to track employment and training;
- to conduct Service Employee performance and progress evaluations;
- to hold team meetings for Service Employees on training and other relevant activities; and
- to attend certification, training and awards meetings and seminars as required from time to time.

III. MATERIALS, SUPPLIES AND EQUIPMENT

- Except as listed below, ARAMARK shall provide, at its own expense, all grounds supplies (except sand), materials, repair parts and purchased services.
- In addition to the equipment listed in Section 3(h) of the Agreement, ARAMARK shall provide additional or replacement equipment needed for the Grounds Program. Any such equipment and software provided by ARAMARK to render the Grounds Program (including computer hardware) shall remain the property of ARAMARK. ARAMARK shall be responsible to repair, maintain and replace such equipment at no additional cost to City.
- Any computer equipment and software provided by ARAMARK to render the Grounds Program shall remain the property of ARAMARK. ARAMARK shall be responsible to repair, maintain and replace such equipment and software at no additional cost to City. ARAMARK will supply the grounds

equipment listed below. ARAMARK will maintain its grounds equipment to be in an operative, workable condition.

IV. DESCRIPTION OF SERVICES AND FREQUENCIES

See Attachment GRD-1, which reproduces grounds maintenance services specifications from the RFP, pages 24-38 (“Grounds Services”) and Attachment GRD-2, which reproduces maps of the grounds that have been marked-up to indicate the types and locations of grounds maintenance services. The services provided under this Scope of Services shall be provided in accordance with Association of Physical Plans Administrators (“APPA”), Service Level 2. The APPA Service Level Standards are defined in Attachment GRD-3.

V. EXTRA SERVICES

The scope of the Grounds Program is limited to the description provided above in this Exhibit and its Attachments, but ARAMARK may offer to schedule and provide other services as Extra Services at City’s request, for an additional fee (on which ARAMARK and City will agree).

VI. EXCLUSIONS

- Concrete repairs/installations.
- Exterior security lighting, sports lighting and scoreboards maintenance.
- Purchase, set up and maintenance of athletic equipment such as hurdles, pads, nets, etc.
- Determination of structural integrity of bleachers.
- Major asphalt repairs, overlays and new installations.
- New installation and major repairs of fences and signs.
- Landscape architectural services.
- Fertilization of trees and pest control.
- Pruning and trimming of trees over twenty-five (25) feet.
-

ATTACHMENT GRD-1

Grounds Services Specifications

GROUNDS PROGRAM

Contractor shall develop and implement an effective program of grounds management for the City. The levels and frequency of care for each site shall be established by mutual agreement between Contractor and the City and will be based on specific site use, sound principles of total plant health care, relative impact on overall site appearance and safety factors.

Grounds maintenance will generally be the areas between the building and the street, on the sides and in the back, plus courtyards, parking lot areas including islands. Areas outside the defined areas will be maintained by the Parks and Recreation Division. Grounds maintenance includes but is not limited to the following:

- Trim small trees and shrubs;
- Lawn maintenance including edging, grass cutting, weed control, fertilizing and liming and aeration;
- Window well and exterior drain grate debris and sand removal;
- Snow removal;
- Spring and fall leaf clean-ups.

The following services are to be performed:

1. Mowing

Mowing will be performed as needed on general turf areas. Proper mowing heights will be established and maintained in an attempt to maximize the use of mowing practices as a means to provide the best turf maintenance program. Mower blades will be kept sharp in order to provide a neat finished cut. In general, each site will be mowed once per week during the growing season.

2. Aeration

Core aeration helps promote a soil structure favorable to plant growth and will be done as needed on key lawn areas. Areas of heavy use will receive top priority.

3. Turf Fertilization

Soil samples will be taken prior to the establishment of a fertilization program. An emphasis will be placed on creating long term improvements in soil conditions that promote healthy plant growth. All turf will be fertilized twice annually as well as soil balancing, including applications of lime, sulfur and organic amendments as needed.

4. Turf Repair

Healthy turf is the best weed control. Seeding or sodding of damaged areas will be performed as needed to maintain an excellent turf maintenance program.

5. Irrigation

Watering of turf areas will be carried out as needed and as availability of water permits. The duration, depth and frequency of watering will be based on climatic and turf conditions.

6. Weed Control

Weeds in turf, beds, paved areas and along fences, walls and curbs will be controlled as much as possible through proper plant selection, manual processes or herbicides that will be used as little as possible and only in compliance with applicable State and local licensing regulations. Prior to the application of any herbicides a notice will be posted, the appropriate MSDS sheets will be supplied and the date advertised in the local newspaper indicating the locations of treatment.

7. Care of Shrubs and Groundcovers

Shrubs and groundcovers will be pruned based on proper plant care practices to minimize overgrowing or overcrowding. Shrubs and groundcovers will be fertilized as needed. Pest problems will be addressed through a total plant health care approach. Pest problems will be chemically treated only as a last resort or if needed to prevent the loss of special landscape specimen plants. Any pesticides will be applied in compliance with applicable licensing regulations.

8. Care of Shrub and Flower Beds

Bed areas will be kept in a neat condition and with a minimum of weeds through manual control and the use of mulch. Application of herbicides may be used on a limited basis to break the weed cycle and will only be done in compliance with applicable licensing regulations.

9. Flowers

Where accents of landscape color are desired and their use is practical, the use of perennial flowers will be promoted. The planting and maintenance of flowers will be the responsibility of others or on a project basis. Existing perennial flowers and beds will be maintained as needed.

10. Tree Care

The base of trees in the lawn areas shall be kept free of vegetation in order to protect the trees from lawn mower damage and to provide a neat appearance. Pruning of lower limbs and shaping of small trees (up to 25') shall be completed by the contractors' grounds crew. Pruning and shaping will be performed at the appropriate time based on plant growth. Dead, diseased and damaged limbs within easy access of the ground will be removed. Pruning of trees larger than 25' is the responsibility of the City. Fertilization and pest control for trees, if needed, is to be brought to the attention of the City Custodial Supervisor who will handle the matter outside of this service contract.

11. Disposal of Landscape Waste

Policing of the grounds will be done daily and prior to mowing. Organic debris collected during grounds maintenance operations will be disposed of in accordance with City regulations. The appropriate paper bags for disposal will be part of the contractors' responsibility to provide.

12. Paved Surface Care

Sidewalks, parking lots, playgrounds and walkways within designated areas will be cleared routinely in conjunction with mowing operations.

13. Snow Removal

a) Contractor will establish a snow removal plan to be approved by the City. Snow and ice will be cleared from entrances, stairs and walkways within designated areas. (See additional information attached for each site) Portable classroom roofs and buildings with entry canopies will require snow raking and/or removal after large snowfall events.

b) Contractor is responsible for clearing of snow and ice from the roof drains and around the roof exhausts and intake units and skylights. Contractor must insure that the drains are functioning properly. Care must be exercised to prevent damage to the roofing system and skylights.

c) Contractor is responsible for the removal of snow and ice accumulation on and around fire escapes. A safe route of egress must be provided from all exits. All walkways and entrances shall be clear during school and office hours.

d) Snow and ice removal shall consist of shoveling, snow blowing, plowing, sanding, and ice melt application of all pedestrian walks, steps, bus stops and courtyards on school and city property but out of the City Right-Of-Way. Under no circumstances shall snow be thrown onto City sidewalks or streets. The City will furnish sand and the contractor shall furnish an ice melt product that is safe for cement surfaces. The sand will be picked up from the Highway Department.

14. Overtime Hours

Overtime for services outlined in items 1-13 is to be included in the Contract Amount.

15. Grounds Management Planning Calendar

The first annual grounds management planning calendar will be prepared for the City prior to the start of the contract. The planning calendar will be revised annually in March. Routine weekly schedules will be established and provided to the City.

16. Training

Training will be provided for contractor employees with grounds maintenance responsibilities. Job skill training will include an emphasis on safety, equipment maintenance procedures, safe routine procedures and will include information on proper horticultural practices as well as herbicide licensing and applications. Professional outside sub-contractor services may be substituted for herbicide licensing and application, upon approval by the City.

17. Grounds Inspections

A grounds inspection program will be implemented. Inspections will be conducted bi-weekly with grounds crew and a minimum of six times a year with the City.

18. Supplies

All grounds supplies are to be supplied by the contractor with the exception of sand which will be provided by the City.

19. Equipment

Contractor shall maintain all equipment in an operative, workable and safe condition for the purpose of servicing this contract. Sufficient quantities of shovels, rakes, hoses, pruning shears, snow blowers, lawn mowers, riding mowers, plows and other such equipment shall be provided to be as efficient as possible. Contractor shall insure said equipment and shall bear all risk of loss therefore. The cost of said equipment is to be included in the Contract Amount.

PLEASE REFER TO THE FOLLOWING ADDITIONAL INFORMATION ON EACH SCHOOL SITE FOR SPECIFICS AND THE MARKED-UP AERIAL SITE PLANS:

Bakersville School

Grass

Contractor is responsible for the grass along Elm St and the corner of Elm St. and Queen City Ave. Contractor is responsible for side walk and parking lot sand collection then calling the Highway Dept. for street sweeper removal.

Parks and Recs is responsible for the grass along the playground out back.

Snow removal

Contractor is responsible for all walkways to the curb on Elm St. and Queen City Ave. Contractor is also responsible for snow bank cut outs along Queen City Ave for bus drop off.

Parks and Recs is responsible for all the parking lots and the playground.

Beech St. School

Grass

Contractor is responsible for the flower beds along Beech St. and front entry. The Contractor is also responsible for the grass along the hill by the loading dock. Contractor is responsible for side walk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Rec is responsible for the ball field out back. (Central High practice field)

Snow removal

Contractor is responsible for all walkways to the curb, all the ramps and emergency exits to the portable classrooms and a passage way on Beech St. that leads to the playground across the street. (at the cross walk)

Parks and Rec is responsible for the roadway around the building, loading dock and dumpster area, Principal and Teacher parking lots and the playground across the street.

Central High School

Grass

Contractor is responsible for the grass along the building including the pits that are located on Beech St. Contractor is responsible for side walk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs none.

Snow removal

Contractor is responsible for all walkways to the curb around the facility. They are also responsible for the removing of snow from the center court yard. The court yard, by construction code, must not contain more than 2 inches of snow at any time during a winter storm. Storm drains on the court yard must be kept free and clear of debris and ice to assure proper draining. Contractor is also responsible for the removal of snow in the quad area between buildings. (entrance to the quad area is located on Concord St.)

Parks and Rec is responsible for the teachers' parking lot on Lowell Street and driveways around the building leading to the dumpster areas.

City Hall East / West

Grass

None. Flower beds done by others.

Snow removal

Contractor acts as a back up for snow removal at entrances during the evening hours to ensure safe passage during evening hours of operation.

City of Manchester Facilities Division

Grass

Contractor will be responsible for the controlling of the vegetation on the embankments in front and along the employee parking area out back as well as ongoing leaf and debris policing.

Snow removal

Is done in house by Maintenance Division. Sand removal will be removed by the Highway Dept.

Hallsville School

Grass

Contractor is responsible for the weeding around the portable classroom. Contractor is responsible for side walk and playground sand collection after the winter months and then calling Highway Dept. for street sweeper removal

Parks and Recs none

Snow removal

Contractor is responsible for walkways, ramp to the portable classroom, emergency exit stairwell to the portable and all entry/exit doors around the facility.

Parks and Recs is responsible for the playground around the school

Highland Goff Falls

Grass

Contractor has no grass cutting schedule. Contractor is responsible for sidewalk, playground and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs is responsible for all grass cutting.

Snow removal

Contractor is responsible for front walkway to the curb and the sidewalk along the building. Also all entry/exit doorways.

Parks and Recs is responsible for the parking lots and the playground.

Hillside Middle School

Grass

Contractor is responsible for the grass along the building. Contractor is responsible for keeping the storm grate at the Main entrance free and clear of debris and sand. Contractor is responsible for side walk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs is responsible for the ball field out back.

Snow removal

Contractor owns walkways to the curb and paved sidewalks, also the stairs to the portable classrooms and their emergency exits. Contractor is also responsible for the handicap ramp out back that leads to a classroom on the ground floor.

All entry/exit doorways.

Parks and Rec is responsible for the roadway around the facility and the teacher's parking lot.

Jewett School

Grass

Contractor is responsible for the grass along Jewett St to the upper playground and from there to the back gate. Contractor is also responsible for weeding the center island by the flag pole. Contractor is responsible for side walk and playground sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs is responsible for the grass from the back gate, through the ball field up to the teachers' parking lot.

Snow removal

Contractor is responsible for walkways, (2) sets of stairs that lead to the street and upper playground and all entry/exits.

Parks and Recs is responsible for the playground area and the teachers' parking lot.

Carpenter City Library

Grass

Done by an outside vendor. Contractor is responsible for the parking lot sand collection and then calling the Highway Dept. for street sweeper removal.

Snow removal

Contractor is responsible for the stairs to the curb along with access to the street. All entry/exit doorways.

Highway Division is responsible for the employee parking lot.

McDonough School

Grass

Contractor is responsible for all grass except the ball field across the street. (Highland St., Lowell St, East High St. and Weston St.) Contractor is responsible for side walk, play ground and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs is responsible for the ball field across the street.

Snow removal

Contractor is responsible for walkways to the curb, paved sidewalks around the building and the portable classroom. All entry/exit doorways.

Parks and Recs is responsible for the play ground, all of the teachers parking areas, bus drop off and loading dock,

McLaughlin Middle School

Grass

Contractor is responsible for the grass along the building (by the gym entrance, by the café, out back by the library, inside the court yard and all the islands throughout the parking lots. Contractor is responsible for side walk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs is responsible for the ball field and anything beyond the guard rail out behind the school.

Snow removal

Contractor owns walkways to the curb, paved sidewalks and the court yard.

All entry/exit doorways.

Parks and Rec is responsible for the bus drop off area, teachers parking (upper and lower), the road that goes around the building and the driveway to the kitchen entrance.

Green Acres

Grass

Contractor is responsible for the grass along the building (A wing and B wing) and the islands in the parking lots. Contractor is responsible for side walk, parking lot and playground sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Rec is responsible for the upper ball field and the hill along the ball field at the end of B wing.

Snow removal

Contractor is responsible for the walkway to the curb.

Parks and Rec is responsible for the sidewalks, playground, teachers' parking lots (upper and lower) and the roadway coming into the complex. (Jack Lovering Drive)

Memorial High School

Grass

Contractor is responsible for the grass along the building including south of the tennis courts, the grass on South Porter St. and Weston Road to the baseball field. Weeding around flower beds and parking lot islands as well. Contractor is responsible for side walk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs is responsible for the ball field.

Snow removal

Contractor owns walkways to the curb and sidewalks along the building. All entry/exit doorways. Contractor is responsible for the stairwell at the south side of the tennis courts that leads to the lower level.(100 wing)

Parks and Recs is responsible for all parking areas

Manchester School of Technology

Grass

Contractor is responsible for all the grass around the building including portable classrooms. Contractor is responsible for side walk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Rec none.

Snow removal

Contractor is responsible for walkways around the building, ramps to the portable classrooms and their emergency exits and all entry/exits around the facility.

Parks and Rec is responsible for all the roadways and parking lots around the facility.

North West School

Grass

Contractor is responsible for the grass south of the upper playground, the grass by the kitchen entrance, the grass by the lower playground and the grass along the corner of Mason St. and Youville St. Contractor is responsible for the sidewalk, playground and parking lot sand collection after the winter months then calling the Highway Dept. for street sweeper removal.

Parks and Rec none.

Snow removal

Contractor is responsible for the walkways to the curb and a path way to the portable classrooms. Also all entry/exit doorways

Parks and Recs is responsible for both playgrounds, teachers' parking lot, the bus drop off area and the driveway that leads to the kitchen entrance.

Parker Varney

Grass

Contractor is responsible for two parcels of grass out front. Also two flower beds along the building. Contractor is responsible for sidewalk and parking lot sand collection after the winter months then calling the Highway Dept. for street sweeper removal.

Parks and Recs owns the ball field and the hill along James Pollack Drive.

Snow removal

Contractor is responsible for the front walkway to the curb and the sidewalk along the building. Also all entry/exit doors.

Parks and Rec is responsible for the parking lot and playground.

Parkside Middle School

Grass

Contractor is responsible for the grass along Parkside Ave, along the building including the grass out back behind the new addition. Contractor is responsible for side walk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Rec is responsible for the ball field.

Snow removal

Contractor is responsible for all walkways, stairs and handicap ramp out front. All entry/exit doorways and the roadway that goes around the building.

Parks and Rec is responsible for the parking lot out front, the kitchen entrance / dumpster area, and the Teachers parking lot out back by Gossler School.

Gossler School

Grass

Contractor is responsible for grass cutting around the portable classroom. Contractor is responsible for side walk, playground and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Rec is responsible for the ball field out back.

Snow removal

Contractor is responsible for walkways, all entry/exit doorways, the ramp and emergency exit to the portable classroom.

Parks and Rec is responsible for the playground and Teachers parking lots.

Smyth Road School

Grass

Contractor has no grass cutting schedule. Contractor is responsible for sidewalk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs is responsible for the ball field out back and any greener around the school.

Snow removal

Contractor is responsible for walkways to the curb and all entry/exit doorways.

Parks and Recs is responsible for the playground, teachers' parking lot and the road that leads to MacIntyre Ski Resort.

Southside Middle School

Grass

Contractor is responsible for the grass along Jewett Street, also the grass along the building. Contractor is responsible for the side walks and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Rec is responsible for the back side of the building beyond the roadway and along the football field parking areas.

Snow removal

Contractor is responsible for the walkways to the curb and all entry/exit doorways.

Parks and Rec is responsible for the parking lot and roadway out behind the building.

Webster School

Grass

Contractor is responsible for all the grass out front on Elm St. and the flower beds along Bennington Rd and North Bay St. Contractor is responsible for side walk and parking lot sand collection after the winter months then calling the Highway Dept. for street sweeper removal.

Parks and Recs none.

Snow removal

Contractor is responsible for the walkways to the curb including multiple openings on Elm St. Contractor is also responsible for the sets (3) of stairs that lead to the bus drop off on N. Bay St. and a clear passage from the curb to the stairs. All entry/exit doorways.

Parks and Recs are responsible for the play ground, North Bay St. bus drop off and the teachers' parking lot.

West High School

Grass

Contractor is responsible for all grass along the building and in the courtyard. The contractor is responsible for sidewalk and parking lot sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Rec has no grass cutting schedule.

Snow removal

Contractor is responsible for all walkways to the curb and the sidewalk along the building. Also all entry/exit doors

Parks and Rec is responsible for the parking lot.

West Library / Senior Center

Grass

Contractor is responsible for grass on Main Street and Douglas Street. Contractor is also responsible for islands in the parking lot and any flower beds (weeding). Contractor is responsible for parking lot sand collection after the winter months then calling the Highway Dept. for street sweeper removal.

Snow removal

Contractor is responsible for walkways to the curb. All entry/exit doorways must be kept clear during hours of operation for safe passage of our senior citizens.

Parks and Rec is responsible for parking lot.

Weston School

Grass

Contractor is responsible for the grass on Hanover Street, Michigan Ave. and Briar Street (beyond the playground) Contractor is responsible for side walk and parking lot sand collection after the winter months then calling the Highway Dept. for street sweeper removal.

Parks and Recs none.

Snow Removal

Contractor owns walkways to the curb and sidewalks along the building also including the portable classroom. All entry/exit doorways.

Parks and Recs owns the play ground, teachers parking and loading dock area.

Wilson School

Grass

Contractor is responsible for the grass along Cedar Street. Contractor is responsible for side walk and playground sand collection after the winter months and then calling the Highway Dept. for street sweeper removal.

Parks and Recs none.

Snow removal

Contractor is responsible for all walkways to the curb including a passage to the street, multiple sets of stairs to the curb, a pathway to the portable classroom from the building along with the ramp and emergency exit to the portable.

Parks and Recs is responsible for the playground.

GRD-2

MAPS OF GROUNDS AND SERVICES LOCATIONS

See attached.

GRD-3

APPA Standard for Grounds Care

Level 1: State-of-the-art maintenance applied to a high-quality diverse landscape. Associated with high-traffic urban areas, such as public squares, malls, government grounds, or college/university campuses.

TURF CARE: Grass height maintained according to species and variety of grass. Mowed at least once every five working days but may be as often as once every three working days. Aeration as required but not less than four times per year. Reseeding or sodding as needed. Weed control to be practiced so that no more than 1 percent of the surface has weeds present.

FERTILIZER: Adequate fertilization applied to plant species according to their optimum requirements. Application rates and times should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should be fertilized according to their individual requirements of nutrients for optimum growth. Unusually long or short growing seasons may modify the chart slightly.

IRRIGATION: Sprinkler irrigated – electric automatic commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.

LITTER CONTROL: Minimum of once per day, seven days per week. Extremely high visitation may increase the frequency. Receptacles should be plentiful enough to hold all trash usually generated between servicing without overflowing.

PRUNING: Frequency dictated primarily by species and variety of trees and shrubs. Length of growing season and design concept also a controlling factor – i.e., clipped vs. natural-style hedges. Timing scheduled to coincide with low demand periods or to take advantage of special growing characteristics.

DISEASE AND INSECT CONTROL: At this maintenance level, the controlling objective is to avoid public awareness of any problems. It is anticipated at Level 1 that problems will either be prevented or observed at a very early stage and corrected immediately.

SNOW REMOVAL: Snow removal starts the same day that accumulation of 0.5 inches are present. At no time will snow be permitted to cover transportation or parking surfaces longer than noon of the day after the snow stops. Application of snow-melting compound and/or gravel is appropriate to reduce the danger of injury due to falls.

SURFACES: Sweeping, cleaning, and washing of surfaces should be done so that at no time does an accumulation of sand, dirt, or leaves distract from the looks or safety of the area.

REPAIRS: Repairs to all elements of the design should be done immediately when problems are discovered, provided replacement parts and technicians are available to accomplish the job. When disruption to the public might be major and the repair is not critical, repairs may be postponed to a time period that is least disruptive.

INSPECTIONS: A staff member should conduct inspection daily.

FLORAL PLANTINGS: Normally, extensive or unusual floral plantings are part of the design. These may include ground-level beds, planters or hanging baskets. Often, multiple plantings are scheduled, usually for at least two blooming cycles per year. Some designs may call for a more frequent rotation of bloom. Maximum care, including watering, fertilizing, disease control, disbudding, and weeding, is necessary. Weeding flowers and shrubs is done a minimum of once per week. The desired standard is essentially weed free.

Level 2: High-level maintenance associated with well-developed public areas, malls, government grounds, or college/university campuses. Recommended level for most organizations.

TURF CARE: Grass cut once every five working days. Aeration as required but not less than two times per year. Reseeding or sodding when bare spots are present. Weed control practiced when weeds present a visible problem or when weeds represent 5 percent of the turf surface. Some pre-emergent products may be used at this level.

FERTILIZER: Adequate fertilizer level to ensure that all plant materials are healthy and growing vigorously. Amounts depend on species, length of growing season, soils, and rainfall. Rates should correspond to at least the lowest recommended rates. Distribution should ensure an even supply of nutrients for the entire year. Nitrogen, phosphorus, and potassium percentages should follow local recommendations. Trees, shrubs, and flowers should receive fertilizer levels to ensure optimum growth.

IRRIGATION: Sprinkler irrigated – electric automatic commonly used. Some manual systems could be considered adequate under plentiful rainfall circumstances and with adequate staffing. Frequency of use follows rainfall, temperature, season length, and demands of plant material.

LITTER CONTROL: Minimum of once per day, five days per week. Offsite movement of trash depends on size of containers and use by the public. High use may dictate daily or more frequent cleaning.

PRUNING: Usually done at least once per season unless species planted dictate more frequent attention. Sculpted hedges or high-growth species may dictate a more frequent requirement than most trees and shrubs in natural-growth plantings.

DISEASE AND INSECT CONTROL: Usually done when disease or insects are inflicting noticeable damage, are reducing vigor of plant material, or could be considered a bother to the public. Some preventive measures may be used, such as systemic chemical treatments. Cultural prevention of disease problems can reduce time spent in this category. Some minor problems may be tolerated at this level.

SNOW REMOVAL: Snow removal by noon the day following snowfall. Gravel or snowmelt may be used to reduce ice accumulation.

SURFACES: Should be cleaned, repaired, repainted, or replaced when their appearances have noticeably deteriorated.

REPAIRS: Should be done whenever safety, function, or appearance is in question.

INSPECTIONS: Inspection should be conducted by some staff member at least once a day when regular staff is scheduled.

FLORAL PLANTINGS: Normally, no more complex than two rotations of bloom per year. Care cycle is usually at least once per week, but watering may be more frequent. Health and vigor dictate cycle of fertilization and disease control. Beds essentially kept weed free.

Level 3: Moderate-level maintenance. Associated with locations that have moderate to low levels of development or visitation, or with operations that, because of budget restrictions, cannot afford a higher level of maintenance.

TURF CARE: Grass cut once every ten working days. Normally not aerated unless turf quality indicates a need or in anticipation of an application of fertilizer. Reseeding or resodding done only when major bare spots appear. Weed control measures normally used when 50 percent of small areas are weed infested or when 15 percent of the general turf is infested with weeds.

FERTILIZER: Applied only when turf vigor seems to be low. Low-level application done once per year. Rate suggested is one-half the level recommended.

IRRIGATION: Dependent on climate. Locations that receive more than 25 inches of rainfall a year usually rely on natural rainfall with the possible addition of portable irrigation during periods of drought. Dry climates that receive less than 25 inches of rainfall usually have some form of supplemental irrigation. When irrigation is automatic, a demand schedule is programmed. Where manual servicing is required, the norm would be two to three times per week.

LITTER CONTROL: Minimum service of two to three times per week. High use may dictate higher levels during warm season.

PRUNING: When required for health or reasonable appearance. With most tree and shrub species, pruning would be performed once every two to three years.

DISEASE AND INSECT CONTROL: Done only to address epidemics or serious complaints. Control measures may be put into effect when the health or survival of the plant material is threatened or when public comfort is an issue.

SNOW REMOVAL: Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some cross-walks or surfaces may not be cleaned at all.

SURFACES: Cleaned on a complaint basis. Repaired or replaced as budget allows.

REPAIRS: Should be done whenever safety or function is in question.

INSPECTIONS: Inspections are conducted once per week.

FLORAL PLANTINGS: Only perennials or flowering trees or shrubs.

Level 4: Moderately low-level maintenance. Associated with locations affected by budget restrictions that cannot afford a high level of maintenance.

TURF CARE: Low-frequency mowing scheduled based on species. Low-growing grasses may not be mowed. High grasses may receive periodic mowing. Weed control limited to legal requirements for noxious weeds.

FERTILIZER: Not fertilized

IRRIGATION: No irrigation.

LITTER CONTROL: Once per week or less. Complaints may increase level above one servicing.

PRUNING: No regular trimming. Safety or damage from weather may dictate actual work schedule.

DISEASE AND INSECT CONTROL: None except where the problem is epidemic and the epidemic condition threatens resources or the public.

SNOW REMOVAL: Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some cross-walks or surfaces may not be cleared at all.

SURFACES: Replaced or repaired when safety is a concern and when budget is available.

REPAIRS: Should be done whenever safety or function is in question.

INSPECTIONS: Inspections are conducted once per month.

FLORAL PLANTINGS: None. May have wildflowers, perennials, flowering trees, or shrubs in place.

Level 5: Minimum-level maintenance. Associated with locations that have severe budget restrictions.

TURF CARE: Low-frequency mowing scheduled based on species. Low-growing grasses may not be mowed.

High grasses may receive periodic mowing. Weed control limited to legal requirements for noxious weeds.

FERTILIZER: Not fertilized.

IRRIGATION: No irrigation.

LITTER CONTROL: On demand or complaint basis.

PRUNING: No pruning unless safety is involved.

DISEASE AND INSECT CONTROL: No control except in epidemic or safety situations.

SNOW REMOVAL: Snow removal done based on local law requirements but generally accomplished by the day following snowfall. Some cross-walks or surfaces may not be cleared at all.

SURFACES: Serviced only when safety is a consideration.

REPAIRS: Should be done whenever safety or function is in question.

INSPECTIONS: Inspections are conducted once per month.

FLORAL PLANTINGS: None. May have wildflowers, perennials, flowering trees, or shrubs in place.

Level 6: [NOT INCLUDED IN APPA's Staffing Metrics]. Natural area that is not developed.

TURF CARE: Not mowed. Weed control only if legal requirements demand.

FERTILIZER: Not fertilized.

IRRIGATION: No irrigation.

LITTER CONTROL: On demand or complaint basis.

PRUNING: No pruning unless safety is involved.

DISEASE AND INSECT CONTROL: No control except in epidemic or safety situations.

SNOW REMOVAL: Only as necessary.

SURFACES: Serviced only when safety is a consideration.

REPAIRS: Should be done whenever safety or function is in question.

INSPECTIONS: Inspections are conducted once per month.

FLORAL PLANTINGS: None.

Following this description of each level of service APPA provides several matrices for developing the staffing level for each service level 1 through 5. This is done by measuring the following areas on campus for area:

1. Frequency of maintenance tasks
2. Flower bed areas
3. Baseball and Softball fields sizes
4. Shrub areas
5. Soccer/Football Field sizes
6. Turf areas

From our experience across over 200 campuses across the United States we've realized no two campuses are the same so the staffing will vary from campus to campus. However, a common trend does present itself that allows for a simple rule of thumb. Generally, the pattern of most campus sites is similar in terms of the relative sizes, percentages of area types, and level of maintenance. Therefore, from analyzing numerous campus locations, we can begin our staffing determination using the following rough rules of thumb. Please use this as a beginning point,

because the true staffing measure is done by using the campus in question and it's exact configuration of the six areas above.

Level 1 – One FTE per every 3.31 acres*

Level 2 – One FTE per every 4.96 acres*

Level 3 – One FTE per every 7.61 acres*

Level 4 – One FTE per every 9.07 acres*

Level 5 – One FTE per every 28.68 acres*

*These are acres of total developed acres (no undeveloped acreage included)



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1
DATE (MM/DD/YYYY)
09/09/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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	INSURER(S) AFFORDING COVERAGE		NAIC #
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Law Liability <input checked="" type="checkbox"/> Vendors Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		HDOG2552990A	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ None PRODUCTS - COMP/OP AGG \$ None
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Self-Insured for <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Auto Physical Damage			ISAH08690479	10/1/2011	10/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			(GL) XSLG25529911	10/1/2011	10/1/2012	EACH OCCURRENCE \$ 3,000,000
A	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			(AL) XSAH0830001A004	10/1/2011	10/1/2012	AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CA & MA WLRC46480880	10/1/2011	10/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AOS WLRC46480892	10/1/2011	10/1/2012	E.L. EACH ACCIDENT \$ 2,000,000
A				WI SCFC46480909	10/1/2011	10/1/2012	E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

ARAMARK's General Liability and Auto Liability policies are noncancellable. Workers' Compensation notices of cancellation are in accordance with each state law. Products/Completed Operations and Contractual Liability are included under General Liability.

Total limit \$5,000,000. Additional Insureds: City of Manchester and Manchester Highway Department.

CERTIFICATE HOLDER

CANCELLATION

City of Manchester Department of Highways 275 Clay Street MANCHESTER, NH 03103	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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