

ANGÉLICA INFANTE-GREEN
Commissioner

DR. JAVIER MONTAÑEZ
Superintendent



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Addendum #1

Contract Monitoring for Custodial, Maintenance and Grounds Contract

Issue Date: Thursday, November 3, 2022

Bids Due: Thursday, November 17, 2022

The deadline for proposals has been extended to Thursday, November 17, 2022 at 1:00PM. Bids must be submitted in accordance with the instructions on page 1 of the original solicitation.

The following pages contain Appendix A as referenced in the original solicitation.

MANAGEMENT SERVICES AGREEMENT

THIS MANAGEMENT SERVICES AGREEMENT (the "Agreement") is made and entered into as of October 31, 2014 by and between the **PROVIDENCE SCHOOL DEPARTMENT** ("District" or "Board"), and **ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP**, a Delaware limited partnership ("Aramark"). The District and Aramark will be referred to jointly as the "Parties" and individually as a "Party."

WITNESSETH THAT:

1. Scope of Management Services

The District hereby grants to Aramark the exclusive right to provide the District with certain Management Services for the District's Facilities during the Term (defined below in Paragraph 2). "Management Services" are defined by the scope of work described in the following Exhibits, which are incorporated by reference herein. The Facilities for which Management Services will be provided are listed in Exhibit 4 to this Agreement. Aramark will provide the Management Services solely in accordance with the Exhibits and in accordance with the terms and conditions of this Agreement.

Service/Description	Exhibit
Specifications of Services Provided by Aramark – general terms with additional scope detail on the following specifications: A. Cleaning and Custodial Responsibilities B. Maintenance Specifications C. Services Not Performed – but will be managed by Aramark D. Grounds Maintenance E. CHIPs Buildings F. Five Year Comprehensive Revitalization Plan G. Pool Cleaning and Maintenance H. Maintenance Definitions	1
Cost Responsibility Summary	2
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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 the District. 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.

The District 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. The District 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: Renewals

The term of this Agreement will begin on November 13, 2014 (the "Commencement Date"), and will continue for a period of five (5) years continuing until November 12, 2019 (the "Initial Term"). Thereafter, this Agreement may be renewed upon mutual agreement of the Parties and subject to terms agreed to by both Parties for up to five (5) consecutive terms of one (1) year each (individually, a "Renewal Term," and collectively with the Initial Term, the "Term"). Aramark will contact the District to discuss such renewal or expiration of either the Initial Term or any Renewal Term will be handled 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) Space and Utilities. Aramark will provide reasonable office, warehouse and distribution space within the City of Providence, and services for Aramark's use in providing the Management Services. Such space will be under Aramark's exclusive use, subject to the District's access rights for emergency response. The Aramark Operations Team (defined below in Section 4(a)) will also be granted access to the District's voicemail and intranet systems, at no cost to Aramark, to facilitate employee timekeeping and such other information for purposes of provision of the Management Services, as the Parties may mutually agree under this Agreement.

(b) Cooperation. The District acknowledges that Aramark will need the active support of the District's professional, administrative, operations, and other personnel to provide Management Services under this Agreement, and the District agrees to use its best efforts to cooperate with Aramark in that regard.

(c) Joint Review. The Parties' representatives will meet on a regular basis, at least once per month, to review and discuss any ongoing operational matters relevant to the Management Services under this Agreement. A Joint Review Committee ("JRC") shall be formed and comprised of at least three (3) District representatives, and three (3) persons from Aramark. The purpose of the JRC will be to review the performance by Aramark of the Services. The JRC shall hold its first meeting not later than forty-five (45) days from the Commencement Date and thereafter shall have regular meetings, not less than quarterly.

(d) Budgeting. The Parties acknowledge and agree that the District has the sole authority to review, approve and modify the District's budget for the Management Services; provided however, that any such review, approval, or modification shall not change the financial terms set forth in this Agreement without prior written notice to Aramark.

(e) Purchasing. Aramark shall manage and pay for all purchases of products, supplies, equipment, and services utilized in the Management Services through Aramark's purchasing program as well as City of Providence blanket purchase orders for non-mechanical/electrical/plumbing and non-custodial supplies. The District is entitled to receive the benefit of all local pricing, if any, Aramark may receive from its distributors and suppliers. Aramark shall be entitled to receive and retain all cash discounts received for its early payment of invoices and all other discounts, rebates and allowances otherwise available to Aramark under its arrangements with distributors and suppliers.

In the event Aramark pays for products, supplies, equipment and services which are District's responsibility in order to expedite the purchase of such items, all such purchases shall be accounted for as a direct cost of operations and shall be reimbursed promptly by District. Unless otherwise expressly stated herein, all such purchases made by Aramark to expedite purchasing shall be titled in the name of the District (using District's tax identification information) and used solely in the Management Services.

To the extent that Aramark provides products or supplies to District on a cost-reimbursable basis, Aramark is 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.

In the event an affiliated company or division of Aramark furnishes products, supplies, equipment or services necessary to the efficient operation of the Management Services, charges to District for such products, supplies, equipment or services shall be competitive with the cost of obtaining such products, supplies, equipment or services from an independent source in the open market.

(f) District's Operational and Financial Information. The Management Services that Aramark has agreed to provide under this Agreement and the corresponding Aramark Fee were developed based on operational and financial information provided by the District (including but not limited to labor and supply costs, the existing employees at the Facilities, and use of the Facilities by the District, its employees, and its students). The District represents that such information is current, complete, and accurate, and acknowledges that Aramark has reasonably relied on it. The Parties anticipate that the District will continue to provide similar information to Aramark from time to time, which will also be current, complete, and accurate, so that Aramark may reasonably rely on it in providing Management Services. If in subsequent contract years, such information changes or is inaccurate, then the financial terms and other obligations assumed by Aramark will be renegotiated and restated to correct such change or inaccuracy on mutually agreeable terms.

(g) 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 District 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 District's Facilities or their surrounding premises; and such duties have not been included in the Aramark Fee. District 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. District 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 District 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 District or a third party retained by District. 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 District.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facilities or the District's equipment or systems before November 13, 2005 ("Pre-Existing Conditions"), including, without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained below in Section 6, District will indemnify, defend and hold Aramark harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees) that Aramark may incur in connection with any Pre-Existing Conditions. The Parties acknowledge and agree that Aramark's responsibilities hereunder are limited to the scope and substance of Aramark's Management Services, as defined in the Exhibits to this Agreement.

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 and with the mutual agreement of the District. The Aramark Operations Team will be led by a General 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 the District. If any Aramark Manager should become unacceptable to the District or its designated representative, then the District or its designated representative may request his or her removal and Aramark will provide a mutually acceptable replacement within 45 days or as extended by mutual consent of the District and Aramark thereafter. While on the Facilities, the Aramark Operations Team will be subject to the rules and regulations of the District, copies of which will be provided by the District to Aramark reasonably in advance.

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 Aramark employee,

(b) Service Employees. Aramark will provide and pay all Service Employees that Aramark deems

necessary for the efficient provision of the Management Services, subject to the terms and any applicable collective bargaining agreement and any minimum staffing requirements mutually agreed upon by the Parties in writing. The Service Employees will be subject to the rules and regulations of the District 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 will provide written notification of any pending labor contract negotiations or issues.

(c) Personnel Actions; Sick Leave Hours. If Aramark incurs any costs, retroactive costs and/or wages and damages, as a result of any personnel action taken by District or by Aramark at the direction of District, which action Aramark would not have taken but for District's direction, District shall reimburse Aramark for such costs. Aramark will not reimburse any employee for sick leave hours upon separation or termination of such employee for any reason. Upon expiration or termination of this Agreement for any reason whatsoever, Aramark will have no accrued liability and will not pay out sick leave hours to the District or any successor contractor. The District and Aramark will review and evaluate the sick leave hours position of each eligible employee as discussed in the Collective Bargaining Agreement, a copy of which is attached hereto as Exhibit 3, annually upon the anniversary of the Commencement Date and shall comply with such requirements subject to the foregoing.

(d) Restrictions on Hiring Supervisory Employees. "Supervisory Employees," for the purpose of this Section 4(d), is defined as those persons who performed management or professional services for the Facilities, directly or indirectly, at any time during the then previous twelve (12) months (unless such persons were Aramark employees who were employed formerly by the District). Aramark agrees that no Supervisory Employees of the District will be hired by Aramark for the Term of this Agreement and six (6) months thereafter.

The District 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, the District agrees that no Supervisory Employees of Aramark, its subsidiaries or affiliates, will be hired by the District for the Term of this Agreement and six (6) months thereafter. Additionally, the District agrees that if it violates the conditions set forth in this Section, the District will pay to Aramark, and Aramark will accept as liquidated damages and not as a penalty, an amount equal to the annual salary of the Supervisory Employee(s) retained by the District or allowed to work for the Facilities in violation of this Section.

(e) Equal Opportunity and Affirmative Action Employer. Aramark shall not discriminate because of race, color, religion, sex, 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.

(f) Prevailing Wage Rate. Aramark will comply with the Prevailing Wage Rate regulations of the State of Rhode Island. All costs for paying its Service Employees pursuant such regulations are included in Aramark's Fee for the scope of work specified in this Agreement.

(g) Background Checks. To the extent permitted by law, Aramark shall apply to its employees and prospective employees assigned to work on the Premises (the "Aramark Applicants") the minimum standards of employability set forth under Rhode Island General Law Title 16, Chapter 2, 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 Rhode Island law, the District agrees that it will coordinate the submission of fingerprints of all Aramark Applicants to the authorities delineated under Rhode Island law in order for the requisite state and national background checks to be conducted. The District agrees to provide to Aramark: (a) a copy of the letter for each Aramark Applicant confirming whether disqualifying information has been discovered so that Aramark may comply with the minimum standards of employability set forth under Rhode Island law; and (b) a copy of any criminal background report sent to the District at the request of the Aramark Applicant as provided for under Rhode Island law. To the extent permitted by law, each of Aramark and the District agree to allow the other to inspect those background check records obtained in accordance with the Rhode Island law. Consistent with its Drug Free Workplace Act Policy, Aramark shall also conduct pre-employment and reasonable suspicion drug and alcohol testing. All costs associated with the background checks and the pre-employment screenings shall be the responsibility of Aramark and/or the Aramark Applicant.

5. Compensation

(a) Aramark Fee. All facilities, equipment and services to be provided by District under this Agreement shall be provided at District's expense. During the term of this Agreement, District shall pay Aramark an annual fee for Aramark's provision of the Management Services hereunder (the "Aramark Fee"), which Aramark Fee shall Fifteen Million Nine Hundred Seventy Thousand Three Hundred Thirty-Two Dollars (\$15,970,332).

In addition to the Aramark Fee, the District shall pay Aramark for expenses relating to overtime, events that are not supported as part of the core facilities management program, any grounds services beyond the scope of work set forth in the Agreement and any alternate and/or additional services elections set forth on Exhibit 5 to this Agreement. Compensation terms for the items set forth on Exhibit 5 to this Agreement shall be in accordance with the terms therein and invoiced in accordance with Section 5(d) below or as the Parties may otherwise mutually agree.

(b) Annual Adjustment. Commencing on November 13, 2015, and annually on each successive anniversary hereafter, the Aramark Fee will be increased by an amount equal to the sum of (i) the lesser of (1) the Consumer Price Index, U.S. City Average, All Items For All Urban Consumers published by the United States Department of Labor, Bureau of Labor Statistics (June 1989 = 100% base period) ("CPI"), or a comparable index if that index is not available or (2) 2.5%, *plus* (ii) an additional one percent (1%); provided that the foregoing additional one percent (1%) will only be a part of the annual adjustment in successive Contract Years in the event that the District elects and performs the pre-payment option

contemplated in Section 5(c) below for Contract Year One and then discontinues or otherwise does not make such pre-payment election and performance in any subsequent Contract Year per the terms of Section 5(c) below. Aramark shall be entitled to automatically implement the foregoing increase in the Aramark Fee.

(c) Quarterly Pre-Pay Discount. Notwithstanding the foregoing, if District elects to pre-pay the Aramark Fee quarterly, on or before October 1, January 1, April 1, and July 1 of the then current year (or on such other quarterly timing as the Parties may mutually agree), Aramark will apply the following pre-payment discount to the annual Aramark Fee:

Contract Year	Time Period	Discounted Annual Aramark Fee To Be Paid in Quarterly Installments on or before October 1 st , January 1 st , April 1 st , and July 1 st
Year One	November 13, 2014-November 12, 2015	\$15,470,332
Year Two	November 13, 2015-November 12, 2016	\$15,970,332 plus the lesser of (i) applicable CPI increase amount or (ii) 2.5%
Year Three	November 13, 2016-November 12, 2017	Year Two Aramark Fee plus the lesser of (i) applicable CPI increase amount or (ii) 2.5%
Year Four	November 13, 2017-November 12, 2018	Year Three Aramark Fee plus the lesser of (i) applicable CPI increase amount or (ii) 2.5%
Year Five	November 13, 2018-November 12, 2019	Year Four Aramark Fee plus the lesser of (i) applicable CPI increase amount or (ii) 2.5%

The Parties acknowledge that the Year 1 quarterly pre-payment discount in accordance with terms above, if applicable, equates to \$500,000, which amount may be amortized, if applicable, internally on a straight line basis to the end of the scheduled Initial Term. This Aramark internal amortization will not be charged as a direct cost to the District. In the event District makes a prepayment of the Aramark Fee and this Agreement terminates prior to the provision of the Services for the period covered by the prepayment, Aramark will reimburse District for the unearned portion of that amount on a monthly pro-rated basis. Any additional costs incurred in accordance with this Agreement owed to Aramark shall be invoiced at the beginning of each month during the Term.

(d) Invoicing and Payment Terms. Subject to the quarterly prepayment election and pre-payment above, if applicable, at the beginning of each month during the Term, Aramark will submit to District an invoice for the Aramark Fee and any additional costs incurred in accordance with this Agreement owed to Aramark for such month. All invoices submitted by Aramark to the District shall be paid within fifteen (15) days of the invoice date. In the event the District approves work to be performed outside the scope of the Management Services and/or District approved additional invoiced amounts (to the extent set forth in this Agreement and the Exhibits, if any) and all applicable taxes (if any, unless the

District provides Aramark with an applicable tax exemption certificate), will be invoiced separate from the Aramark Fee and will be due within thirty (30) days of the invoice date.

To protect Aramark's right to receive payment promptly, if any payment for undisputed amounts under this Agreement is past due more than thirty (30) days, Aramark, at its option and upon written notice, may require the District to pay the Aramark thirty (30) days in advance. In the event that either Party incurs legal fees and costs in enforcing its rights under this Agreement, the other Party agrees that it shall be liable to reimburse such Party for those fees and costs.

(e) Adjustment for Certain Changes. Intentionally Omitted.

(f) Change in Scope. The Parties agree that the scope of the Management Services and the corresponding Aramark Fee are based upon factors including but not limited to: the number, size, and function of the Facilities; use of areas; average enrollment; departments managed; equipment; and specific duties and frequencies described in the Exhibits. Any change in any such factors or in the nature or scope of Managed Services will constitute a change in scope to this Agreement. The Parties agree that changes in scope may be made based upon mutual agreement of the Parties.

(g) On-Going Contract Monitoring. At its sole option, the District may utilize the services of an independent company selected by the District to provide on-going monitoring of the Agreement. Aramark and the District will agree on the cost of such independent company prior to the award of the contract for such services. The District will pay the on-going monitoring directly and invoice Aramark for cost of the monitoring. Upon receipt of such invoice Aramark, will promptly pay the District for such charges, which may at Aramark's election be effectuated through a credit on Aramark's invoice(s) to the District.

(h) Performance Guarantee. The performance guarantee based on mutually agreed baseline target ranges is set forth in Exhibit 7 of this Agreement.

(i) Financial Commitment for Equipment, Tools and Vehicles. In consideration of the District's agreement to award this Agreement to Aramark, Aramark shall make a financial commitment to the District in an amount up to Seven Hundred Eighty-Seven Thousand Six Hundred Ninety-Four Dollars (\$787,694) (the "Financial Commitment") for custodial equipment, tools and vehicles as determined by Aramark ("Equipment"). All Equipment will be depreciated over the useful life of the respective Equipment on a straight-line basis beginning at the time such Equipment is placed in service. Unless the Agreement expires or is terminated prior to the complete amortization of the Agreement, title to all Equipment will pass to the District when such Equipment is fully amortized. Maintenance agreements and warranties for such Equipment will pass to the District at the time of transfer of title. In the event that this Agreement expires or is terminated prior to complete amortization of the Equipment, the District shall pay Aramark, or shall cause a successor contractor to pay Aramark, an amount equal to the unamortized portion of the Equipment as of the date of such expiration or termination.

6. Indemnity: Insurance: Limitation of Liability

(a) Indemnity. To the extent permitted by law, each Party will indemnify and hold the other Party, its subsidiaries and affiliated companies, and their respective directors, officers and employees, harmless from any third party liability (including reasonable attorneys' fees and court costs) by reason of the negligent acts or omissions of the indemnifying Party, its employees or agents; provided, that this Section will not apply if the occurrence for which the Party seeking indemnification hereunder was caused by such Party's negligence. 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.

In addition, to the extent permitted by law, the District shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against the following:

- i. Liability related to, or arising out of, any defective condition or the presence of Hazardous Substances not introduced by Aramark or Pre-Existing Conditions on the Facilities or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facilities, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures; and
- ii. Liability arising from actions by any Service Employee or applicant for a position as a Service Employee predicated upon any alleged or actual wrongful action or omission by Aramark in hiring, firing, disciplining, evaluating, promoting, or increasing or decreasing the wages of any Service Employee, or in modifying the terms or conditions of his or her employment in any way, or failing to modify the terms or conditions of his or her employment in any way; provided, however, that the District provided written direction to Aramark to take the applicable action and Aramark would not have taken such action but for the District's direction. Indemnity pursuant to this subparagraph shall include, without limitation, claims and losses arising from claims or awards of retroactive wages, damages, fines and penalties due to the foregoing labor-related actions.

In addition, Aramark shall indemnify and hold harmless the District, its officers and employees, against the following:

- i. Liability related to, or arising out of, the presence of Hazardous Substances introduced to the Facilities by Aramark or the claimed or actual release or threatened release or disposal of Hazardous Substances introduced by Aramark from or at the Facilities, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures; and
- ii. Liability arising from actions by any Service Employee or applicant for a position as a Service Employee predicated upon any alleged or actual wrongful action or omission by Aramark in hiring, firing, disciplining, evaluating, promoting, or increasing or decreasing the wages of any Service Employee, or in modifying the terms or conditions of his or her employment in any way, or failing to modify the terms or conditions of his or her employment in any way, provided, however, that the District did not direct Aramark in writing to take the applicable action.

Indemnity pursuant to this subparagraph shall include, without limitation, claims and losses arising from claims or awards of retroactive wages, damages, fines and penalties due to the foregoing labor-related actions.

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 will provide, or cause to be provided, workers' compensation insurance as required by law. Additionally, Aramark will carry comprehensive general liability insurance (including products, contractual, and broad form vendors' coverage), with limits of One Million Dollars (\$1,000,000) combined single limit per occurrence and \$4,000,000 in Excess Liability coverage. Aramark will name the District, and its employees and agents as additional insureds on its general liability insurance. Aramark will furnish annually, on the anniversary of this Agreement to District a certificate of insurance indicating that such coverage is in effect. Both Parties waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver includes, but is not limited to, waiver of losses covered by fire, extended coverage, boiler explosion and sprinkler leakage policies.

(c) Limitation of Liability. In no event will either Party be liable to the other Party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

(d) Performance Bond. Aramark shall furnish a performance bond in an amount equal to one hundred percent (100%) of the annual operating charges to District within seven (7) days of the issuance of the purchase order or the signing of this Agreement. The performance bond shall be renewed for the actual contract amount for each year this Agreement is in force.

7. Termination; Force Majeure

(a) Termination. If one Party (the "Notifying Party") considers the other Party (the "Responding Party") to have materially breached any of its duties hereunder, then the Notifying Party will give the Responding Party written notice with sufficient detail to provide the Responding Party with an opportunity to cure the alleged breach. The Responding Party will then have thirty (30) days from receipt of such notice to cure the alleged breach or provide a plan for cure of the alleged breach to which the Notifying Party will agree (the "Cure Period"). If the Notifying Party reasonably considers the alleged breach not to have been substantially cured after the Cure Period has ended, then the Notifying Party may terminate this Agreement by giving the Responding Party written notice of termination, and the Notifying Party will be relieved from further performance of its duties under this Agreement thirty (30) days after delivery of such notice (the "Transition Period"). The Parties will cooperate with each other during the Transition Period, so that the Management Services provided under this Agreement may be transitioned to District or to another service provider in an orderly manner.

Notwithstanding any provision in this Agreement to the contrary, Aramark may terminate this Agreement immediately at any time if the District fails to pay Aramark any undisputed amounts due Aramark hereunder within the time period provided in this Agreement for such payment, and such failure continues for a period of thirty (30) days following written notice by Aramark to the District 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 or Performance Guarantee resulting from such force majeure, except for payment of monies owed for services rendered prior to the force majeure event. Payment under Section 5 of this Agreement during a force majeure event will be prorated to the extent that Management Services were rendered. 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) Prepaid Vendor Contracts. Upon early termination of this Agreement, the District will reimburse Aramark for the costs of any prepaid vendor contracts which Aramark has paid, or on which Aramark has incurred an obligation to pay, for the benefit of the District; together with Aramark's ordinary and necessary expenses incurred through the last day of services which Aramark has not recovered previously.

(d) Purchase of Inventory. At the termination or expiration of this Agreement, the District may, if requested by Aramark, 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 the District an invoice for such inventory.

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 the District:

PROVIDENCE SCHOOL DEPARTMENT

Attn: Superintendent

Copies to: Chief Financial Officer and Director of Facilities

797 Westminster Street

Providence, Rhode Island 02903

and: **CITY OF PROVIDENCE**
Attn: Solicitor
444 Westminister Street, Suite 220
Providence, Rhode Island 02903

and: **CITY OF PROVIDENCE**
Attn: Mayor
City Hall 25 Dorrance Street
Providence, Rhode Island 02903

If to Aramark:

ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP
Attn: Vice President and Chief Financial Officer, Aramark Education (K-12)
Aramark Tower
1101 Market Street
Philadelphia, PA 19107-2988

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, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, plans, policy and procedure manuals and computer programs 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. The District shall keep such information confidential and shall so instruct its agents, employees, and independent contractors, and the use of such information by the District in any manner shall not affect Aramark's ownership or the confidential nature of such information. The District shall not photocopy or otherwise duplicate any such materials without the prior written consent of Aramark. Aramark will clearly mark information and proprietary materials; unless the information is clearly marked, this paragraph shall not apply.

The District agrees that all computer software programs, 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 the District, and the District shall immediately return to Aramark all Proprietary Materials.

The restrictions imposed in this Section 8(b) shall not apply to any Proprietary Information required to be disclosed in order to comply with any law, ordinance, governmental decree or any rule,

regulation or decree of any interested governmental body, subpoena, or which must otherwise be disclosed to relevant third parties in the course of reasonable and diligent provision of the Management Services or in any action, suit or proceeding between the Parties where such Proprietary Information is material to the subject matter thereof. If the District makes such disclosure, it shall notify the third party of this provision and of the requirement of the District for confidentiality. In the event that either the District is requested or required in a judicial, administrative or governmental proceeding to disclose any Proprietary Information of Aramark, the District shall provide Aramark with prompt notice of such circumstance and all related proceedings and information so that Aramark may determine whether to seek an appropriate protective order or take other action deemed advisable by Aramark.

(c) Computer Matters. Unless otherwise mutually agreed, Aramark will implement its proprietary computerized maintenance management system known as "Aramark CMMS powered by TMA" ("CMMS") as part of the plant operations and maintenance program. CMMS provides management control and systematically schedules and monitors preventive and corrective maintenance activities. CMMS will assist in tracking all Covered Equipment/Systems and repair and maintenance cost information.

The District acknowledges and agrees that Aramark has no responsibility for the continued successful operation of any computer hardware, software or equipment under computerized control (other than computer hardware, software and equipment provided by, or on the behalf of, Aramark as set forth above), which malfunctions or ceases to operate as a result of software errors, operator errors, infection by computer vims, or tampering. However, Aramark will inventory all electro-mechanical equipment and other items needed for operation of the computerized preventive maintenance system. Such inventory, building space inventory, and events schedule history will be updated and maintained throughout the Term of this Agreement and will be the property of the District. Aramark will furnish this inventory in an Excel based format. All work order history will remain property of the District.

(d) Survival. The sections of this Agreement entitled Hazardous Substances; Pre-Existing Conditions; Restrictions on Hiring Supervisory Employees; Indemnity; Insurance; Limitation of Liability; Prepaid Vendor Contracts; Purchase of Inventory; Confidential Information and Proprietary Materials; and Computer Matters will survive the term and termination of this Agreement.

(e) 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 the District 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.

(f) Severability. If any court of competent jurisdiction holds that one or more provisions of this Agreement is invalid, unenforceable, or void, then that ruling will not affect any other provisions of this Agreement, and all other provisions will remain in full force and effect.

(g) 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.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to any conflict of law or choice of law principals.

(i) Entire Agreement; Amendments.

(i) This Agreement has been negotiated and prepared jointly by the Parties, and will not be construed as having been drafted by any one Party. As further described in subsection (ii) below, 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. Except as otherwise provided herein, any change, modification or amendment of this Agreement must be in writing and signed by all Parties.

(ii) The Parties hereto agree that the Request for Proposals for Management, Custodial, Maintenance and Grounds Management Services issued by District on or about April 24, 2014 (together with any duly issued addenda by the District; collectively, the "RFP") and ARAMARK's proposal in response to the RFP dated July 28, 2014 (the "Proposal") are hereby incorporated by reference in their entirety as if fully set forth within the body of this Agreement. In the event of any ambiguity, discrepancy or conflicting provisions, the order of precedence shall be as follows (1) the express terms of this Agreement (excluding any documents incorporated by reference, but including all exhibits and attachments attached hereto); then (2) the terms of the Proposal; then (3) the terms of the RFP.

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(j) 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.

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

**ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP**

CITY OF PROVIDENCE

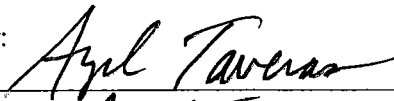
By its General Partner,
ARAMARK SMMS LLC

By:



Brian Pressler
Authorized Signatory

By:



Name: Angel Taveras
Authorized Signatory MAYOR

Approved as to Form and Correctness:

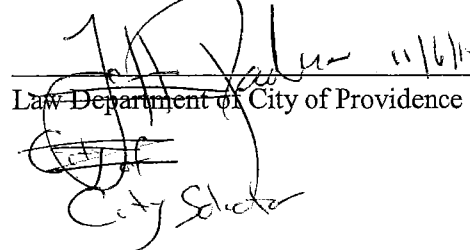

Law Department of City of Providence
City Solicitor

EXHIBIT 1

SPECIFICATIONS OF SERVICES TO BE PROVIDED BY ARAMARK

GENERAL

SECTION 1 – WORK ORDERS

Aramark will use the TMA web-based Work Order system. No other work order system may be substituted without the express consent of the District. Aramark will be responsible for maintaining the system. Maintenance, custodial and grounds work orders shall be classified as one of the following requests:

A. Emergency Work Order – If any condition arises in which any student can be in any potential danger or serious injury could occur should a repair not be made, this request is considered an emergency work order and must be completed within 24 hours or as directed by the School Business Administrator.

B. Urgent Work Order – Any work order, which is of a serious nature and may potentially become a danger to anyone in or on the District property.

C. Normal Work Order – Any work order not fitting the description of emergency or urgent should be completed within 30 days of the request. Under no circumstances should any work order be outstanding for more than 60 days unless (i) District funding for such work order is delayed or otherwise not provided or (ii) a circumstance outside of the service provider's reasonable control prevents timely completion provided such service provider diligently proceeds as soon as the delaying circumstance subsides.

D. Preventative Maintenance – All equipment of value of \$1,000 or greater shall be tagged and recorded in the TMA asset inventory. Preventive maintenance schedules will reflect the best use of District resources for daily operations and asset preservation.

SECTION 2 – CALL CENTER

Aramark shall provide a Call Center located in the City of Providence to receive phone calls and other types of communication from every portion of the District as it relates to Aramark's responsibilities. The Call Center shall be staffed 7 AM to 4 PM every non-holiday weekday of the year to receive communications and service needs from the District. Outside this time period, Aramark will provide the District 24/7 on call support for any and all needs as it relates to Aramark's responsibilities. Aramark will need the ability to contact the District, utility provider, fire, police, and all other appropriate city, state, and federal agencies.

The on call function will also serve to respond to District building security alarms. Aramark will provide a 15 minute response with a key holder at any District property that experiences an alarm. The key holder or "Rover" will need to provide building access to police, fire or other emergency response personnel from the City or the District. Aramark will insure building is alarmed properly after it has been cleared by the appropriate agency.

SECTION 3 – SITE MANAGEMENT TEAM

Aramark will provide from the first day of the Agreement a suitable site team solely dedicated to the District to manage all contractor responsibilities. The site responsibilities include, but are not limited to the following:

- A. Custodial Services** – Aramark’s management team will oversee all custodial operations in the District to ensure an Association of Physical Plans Administrators (“APPA”) Level of Cleanliness in accordance with its generally accepted standards is met at APPA Level 3 throughout the school year. Aramark must have managers with operational experience in microfiber technology and green cleaning in the K12 marketplace. The site team will oversee all elements of the custodial program, communicate and respond to concerns of the District, and report results to the District on a monthly basis. All custodial managers must have technical certification.
- B. Grounds** – Aramark’s management team will oversee all grounds operations in the District to ensure an APPA Level 3 is met throughout the school year. Aramark must have managers with operational experience with all the grounds functions and responsibilities as outlined in the specifications herein in a K12 environment. The site team will oversee all elements of the grounds program, communicate and respond to concerns of the District, and report results to the District on a monthly basis.
- C. Maintenance** – Aramark’s management team will oversee all maintenance operations in the District to ensure an APPA Level 3 (except at the CHPS buildings) is met throughout the school year. Aramark must have managers with operational experience with all the maintenance functions and responsibilities as outlined in the specifications herein in a K12 environment. The site team will oversee all elements of the maintenance program, communicate and respond to concerns of the District, and report results to the District on a monthly basis. Mechanical Maintenance Manager must carry a CFM or CPPM certification
- D. CHPS Maintenance** – Aramark’s management team will oversee the two CHPS buildings and maintain them in accordance with the North East Collaboration for High Performance Schools standards. The site team must complete the annual Operating Report Card in compliance with CHPS requirements. Site Team must have LEED certification.
- E. CHPS Events** – Aramark’s site team must have a dedicated manager to the CHPS schools. As part of her/his responsibilities, s/he will oversee all elements of events and activities within the CHPS. This includes ensuring users have proper authorization, insurance, access, and other elements of the District’s usage policy. The manager will also insure the users receive an invoice for building use and will track the receiving of payments to the District. The manager will oversee every event and insure the space is properly maintained for usage.
- F. Call Center** – Aramark’s site management team will oversee the local call center to insure all District requests for service are received, processed, and appropriately managed. There should be a “live” voice available 24/7/365 with the ability to respond immediately to any emergency condition.

SECTION 4 - ADMINISTRATIVE SPECIFICATIONS

Aramark’s Resident Manager will assume all routine duties normally carried out by the head of maintenance, custodial and grounds functions and will undertake all issues and duties pursuant to the attached specifications. Specific areas of responsibility are:

- A. Supervision** - Aramark’s Resident Manager will assume line management duties controlling direct labor activities including hiring, termination, task assignments, job descriptions, scheduling, training, application of personnel policies and direct labor hour justification. All managers and supervisors should be equipped with cell phones to provide 24-hour access, if needed. All maintenance staff shall have cell phones.

- B. Financial Accountability** - Aspects of financial control and budget compliance for the maintenance function will fall within the responsibilities of Aramark's Resident Manager including budget preparation, interpretation and reconciliation, evaluation of capital expenditures, control of expense charges, justification of expenditures and control of petty cash accounts.
- C. Staff Interaction** - Aramark's Resident Manager will undertake to initiate, develop and maintain sound and cordial working relationships with members of the school board, faculty, administration and staff throughout the school District including routine discourse as to facilities related issues, open solicitation of ideas and involvement in maintenance issues as appropriate, and strong bilateral communication.
- D. Preventive Maintenance and Corrective Work Order System** - It will become the direct responsibility of Aramark's Resident Manager to apply, develop and maintain the preventive maintenance and corrective work order systems, including the following specifics: assist in the inventory and start-up process, train the maintenance staff in the use of the systems, customize the work order instructions to the facility, draft work order procedures, frequently review system generated reports and activities, and coordinate on-site systems application with corporate support groups. Work order classifications are outlined under Specification H of this Exhibit to the Agreement.
- E. Policies and Procedures** - Aramark's Resident Manager will create or augment, develop, publish and apply policies and procedures appropriate and necessary to the maintenance function including, but not limited to:
- Emergency Call-In List
 - Work Order Procedures
 - Preventive Maintenance Procedures
 - Snow Removal Plan
 - Assignments Accountability
 - Time Accountability
 - Personnel & Safety Policies
- F. Planning** - Aramark's Resident Manager will assist the District in generating fiscal, capital, administrative and project plans for the maintenance function to integrate the function into the total facility plans.
- G. Property Control** - Aramark's Resident Manager will assist the District in maintaining accountability for the use and maintenance of capital assets, parts, components, and inventories including actions and/or recommendations as to equipment use, inspection and repairs, as well as control of parts and supplies.
- H. Outside Contractors** - Aramark's Resident Manager will function as the contact point for outside contractors as directed by District administration. This includes supporting specification preparation, bid solicitation, proposal evaluation, contractor selection, contract supervision, prevailing rate compliance, and invoice review approval and contractor communication.
- I. Reporting** - Aramark's Resident Manager will issue such monthly reports as will be deemed necessary to fully apprise District administration of current and planned activities, budget compliance, personnel issues, equipment and facility status, energy consumption, as well as departmental problems and objectives.

- J. Records** - Aramark's Resident Manager will initiate, compile and maintain records and files necessary for the smooth and optimal functioning of the maintenance department, such as:

-Time Sheets	-Work Orders
-Preventive Maintenance	-Safety
-Equipment	-Energy Conservation
-Contractors	-Maintain Inventory Control
-Reports (including all school supplies)	-Budgets
-Planning	-Personnel
-Prepare Facility Invoices/Purchase	

- K. Code Compliance** - Aramark's Resident Manager will function to research, review, apply and make recommendations concerning compliance with local, State and national codes, statutes and ordinances.

- L. Safety and Security** - Aramark's Resident Manager will support the District in its efforts for safely maintained and functionally secure facility.

- M. Damage to District /Private Property** - Aramark shall take necessary precautions to protect District and private property. Any damage to property resulting from the wrongful or negligent acts of the contractor's employees shall be reported. Aramark will be responsible for the cost of repair or replacement of sprinkler system parts, water, electric, telephone lines, hedges, shrubbery, trees, fencing, buildings, etc., damaged during the course of Aramark's operations to the extent such repair or replacement is necessitate as a result of Aramark's negligence or willful misconduct, as the same shall be determined in a reasonable manner by the parties, or if disputed or not otherwise mutually agreed by the parties, as the same shall be determined by a court of competent jurisdiction (and after exercise of any applicable appeals).

SECTION 5 – SAFETY AND COMPLIANCE

A. OSHA

1. Aramark and its subcontractor(s) shall conform to the Federal Occupational Safety and Health Administration Code of 1970, including all subsequent revisions and amendments.
2. Aramark shall be responsible for the general safeguarding as well as gaining compliance with the requirements of the Construction Safety Code. Aramark shall be responsible for mandating compliance of the requirements of the code from all other contractors and parties engaged in the operations of the project.
3. Aramark shall be designated as the District representative with regard to all safety inspections required by the State of Rhode Island and/or the Federal Government and shall perform all necessary functions for this project; however, the final responsibility for safety compliance rests with the school District.
4. Aramark shall be responsible for instructing its employees in safety measures to insure compliance with the above-stated requirements and general safety practices.

B. NFPA

1. Aramark shall be responsible for all sections of NFPA as they pertain to the District.

2. Aramark shall provide all training and instructions.
3. Aramark shall save for safe keeping all records.

C. City Insurance Carrier

1. Aramark shall comply with all requests for site visits and to assist during inspections.
2. Aramark shall make ready all equipment for inspections.
3. Aramark shall make all repairs noted during inspections for insurance certificate renewals.
4. Aramark shall keep all insurance certificates on file and place copies of up to date certificates in all locations.

D. State Inspections

1. Aramark shall coordinate all new state inspections for newly installed equipment.
2. Aramark shall keep all records pertaining to inspections.

E. City Inspections

1. Aramark shall manage and assume financial responsibilities for all backflow preventer testing and reporting.

F. EPA

1. Aramark shall fill out and file all required reports pertaining to fuel consumption.
2. Aramark shall file and keep records of all inspections pertaining to fuel oil storage tanks.
3. Aramark shall file and keep all records pertaining to refrigerant usage.
4. Aramark shall provide all training and instructions pertaining to EPA requirements.

G. Other Safety Activities

1. All materials and performance of work will meet all Federal Health and Safety Laws currently in effect, and those of local authorities having jurisdiction.
2. Aramark shall take all necessary precautions for the safety of its employees on the job and of the general public.

H. PCTA & Bishop Only

1. Aramark shall manage and assume financial responsibilities for all services pertaining to inspections, repairs and replacement of fire extinguishers.
2. Aramark shall manage and assume financial responsibilities for all services pertaining to inspections, repairs and replacement of fire sprinkler systems.
3. Aramark shall manage and assume financial responsibilities for all services pertaining to inspections, repairs and replacement of fire alarm systems.
4. Aramark shall manage and assume financial responsibilities for all services pertaining to inspections, repairs and replacement of security cameras.

SECTION 6 - REPORTS TO BE SUPPLIED BY CONTRACTOR

Aramark will be responsible to provide reporting to the District on activities it performs to insure expectations are met. While the District can ask for information about any part of the contractor's activity at any time, the contractor must produce the following deliverables:

- A. Monthly Joint Review** – Aramark shall prepare a monthly review of all activity under its scope of services. The report will contain a District summary of work orders completed, generated and opened by functional area. It will contain a highlight list of all activity completed over the previous 30 days and a District level look forward over the upcoming 30 days and beyond.

Aramark's Resident Manager will review the document with the District.

- B. Principal Joint Review** – Aramark will assign a site manager (currently a Zone Manager) to every principal in the District. The Zone Manager will be the first point of contact for any need the principal has outside the purview of the Call Center. On a monthly basis, the Zone Managers will conduct meetings with all the principals in the District to review the previous 30 days of activity in their respective schools and the upcoming 30 days of activity.
- C. Quarterly Board Review** – Aramark will provide quarterly updates to the Board highlighting contract compliance, major accomplishments, cost savings initiatives, and operational priorities for the upcoming quarter and subsequent near term.
- D. Incident Reporting** – Aramark will immediately report to the District any potentially unsafe or hazardous conditions it becomes aware of in the District. Should the situation require Aramark to take corrective action, Aramark must have a plan in place to resolve the issue and keep the District informed. A written communication of the resolution will be due within 24 hours of the event (or such other time as the Parties may agree as appropriate for the issue).
- E. Ad Hoc Reporting** – Aramark shall be prepared to produce upon reasonable advance notice any information regarding its operational activities as required by the District to satisfy all city, state, or federal regulatory agencies.

PERFORMANCE SPECIFICATIONS

Specification A	Cleaning and Custodial Responsibilities
Specification B	Maintenance Specifications
Specification C	Services Not Performed -but will be managed by Aramark
Specification D	Grounds Maintenance
Specification E	CHIPs Buildings
Specification F	Five Year Comprehensive Revitalization Plan
Specification G	Pool Cleaning and Maintenance
Specification H	Maintenance Definitions

**SPECIFICATION A
CLEANING AND CUSTODIAL RESPONSIBILITIES**

SECTION 1 - DAILY CLEANING DURING SCHOOL (WEEKDAYS)

A. Classrooms, Laboratories, Auditorium, and Shop Areas

1. Empty waste receptacles, Microfiber wipe soiled receptacles and replace plastic liners when soiled.
2. Spot-clean glass in doors and partitions and on the inside of windows to remove smudges.
3. Empty pencil sharpeners.
4. Spot-clean walls, doors and ledges as needed.
5. Vacuum clean the traffic patterns on any carpets (four days each week) and check for spot cleaning. One day each week vacuum the whole carpet.
6. Spot clean smooth floors and microfiber completely one day a week. Spot sweep rough wood or concrete floors.
7. Spot clean carpets.
8. All desktops shall be wiped down once a week with microfiber and spot cleaned as needed
9. Rearrange furniture as needed.
10. Remove graffiti within 24 hours.
11. Wipe down whiteboards weekly, excluding teacher notes.
12. Collect all recycling materials and remove to appropriate containers in order to fully comply with mandated recycling requirements of Providence Recycling Program.

B. Rest Rooms

1. Thoroughly sanitize rest rooms after school each evening, and police as necessary.
2. Empty rest room trash receptacles as required and remove trash to collection point.
3. Monitor and refill paper towel, soap, and toilet paper containers daily or as often as required.
4. Sweep and sanitize floors and disinfect plumbing fixtures, including all basins, bowls and urinals, inside and outside, shower nozzles and lavatory and shower faucets. Spot-clean soiled basins, toilet seats or any other fixtures or partitions
5. Polish mirrors and bright work.
6. Microfiber wipe partitions with disinfectant
7. Spot clean walls.
8. Spot clean shower area, removing body oil and soap film build-up, sanitize all surfaces and clean water drains of debris.
9. Remove graffiti within 24 hours.
10. Check to be sure plumbing is operational; that there are no stoppages, or leaks.
11. Clean and disinfect any spillage or soiled spots on the floors.
12. Clean doorknobs, push plates, and kick plates.

C. Offices, Lounges, and Conference Rooms

1. Empty waste receptacles and microfiber wipe them to remove soil as necessary.
2. Dust clear areas of furniture tops, shelves, sills and ledges as needed.
3. Spot-clean glass in doors and partitions. Wipe dry as needed.
4. Clean any sinks or other rest room fixtures in offices in accordance with the rest room cleaning procedure.
5. Dust clean smooth floors with a dust clean. Sweep wooden or concrete floors.
6. Spot clean floors (except carpeted floors) only to remove very heavy soil.
7. Vacuum clean, whole carpet once a week and spot clean daily.
8. Rearrange furniture as needed.
9. Clean telephones with disinfectant.

D. Entrances, Lobbies and Hallway

1. Empty waste receptacles; microfiber-wipe soiled waste receptacles.
2. Replace plastic liners when soiled.
3. Clean smudges and soil from glass in partitions and doors; spot-clean other interior glass.
4. Spot vacuum any carpets or mats and check carpets for spot cleaning. Clean any spillage or soiled spots on floors. Remove spots from spillage on hard surface or carpeted areas as needed.
5. Dust clean floors and locker tops.
6. Spot-clean floors as necessary to remove heavy soil.
7. Clean and sanitize, using germicidal in all water fountains.
8. Sweep outside steps or nearby sidewalk, up to 15feet from entrance.
9. Keep matting and runners clean and dry at entrance. Vacuum and or microfiber mop these areas to remove tracked –in water or soil.
10. Pick up any items that have been dropped on floors.
11. Spot-clean smudges on walls, door facings and doors.
12. Keep entryways clear from debris.
13. Clean doorknobs, push plates, and kick plates.
14. Remove all graffiti within 24 hours.

E. Cafeterias and Lunchrooms During School

1. Elementary Schools – Set up lunch tables and recycling containers in gymnasium, monitor lunchroom operations, breakdown lunch tables and reset for other use.
2. Middle/High Schools – Set up recycling containers in lunchroom, monitor lunchroom operations.
3. Sweep and spot clean spills and major pieces of litter from the floor.
4. Empty waste from waste receptacles as needed.
5. Kitchen personnel will clean tables and chairs.
6. Sweep and microfiber clean floors daily.
7. Clean and sanitize drinking fountains.
8. Remove any graffiti from interior/exterior walls, desks, etc. within 24 hours.

F. Locker Rooms, Auditoriums, Dressing Areas and Gyms

1. Empty and clean waste receptacles.
2. Microfiber clean benches and furniture.
3. Spot-clean walls, furniture and lockers and treads which are heavily soiled.
4. Clean doorknobs, push plates, and kick plates.
5. Spot vacuum carpets and other spot-clean as necessary.

G. Auditoriums

1. Maintain stage floors (dust daily and spot clean as needed).
2. Sweep out, vacuum, and clean under seats as needed, if used.
3. Clean doorknobs, push plates, and kick plates.
4. Maintain and clean seats as needed.

H. Gyms (in addition to items covered by Paragraph F above)

1. Dust and spot clean floor daily.
2. Sweep out bleachers, if in use.
3. Clean doorknobs, push plates, and kick plates.
4. Sweep and clean entire gym floor, including bleachers. Sweeping may have to be done during the school day at the request of the Physical Education staff, if warranted.

I. Showers

1. Remove pieces of soap and other foreign matter.
2. Wet clean floors with germicidal solution.
3. Wipe down walls with germicidal solution.

J. Intentionally Omitted.

K. Intentionally Omitted.

L. Intentionally Omitted.

M. Daily Outside Policing

1. Police exterior for trash within 25 ft. of building and playground materials.
2. Empty waste receptacles and replace plastic liners.
3. Keep walkways clear of debris.
4. Remove obvious debris from grounds, athletic areas, and parking areas.
5. Pick up all garbage around school and in parking lots.
6. Assist removal of all graffiti within 24 hours and coordinate with City Graffiti Task Force.

SECTION 2 - WEEKLY CLEANING WHEN STUDENTS ARE IN SCHOOL

A. Classrooms, Laboratories, Libraries, Auditorium and Shop Areas

1. Thoroughly clean smooth flooring surfaces.
2. Completely vacuum carpeted areas, moving all furniture and rearranging as needed.
3. Microfiber wipe doors.
4. Dust window ledges, sills, displays and decorations. Dust horizontal furniture surfaces, inspect student desktops and spot-clean them to remove heavy soil, heavy markings or graffiti.
5. Dust vertical furniture surfaces, wall vents and vertical wall trim.
6. High dusting.
7. Clean doorknobs, push plates, and kick plates.
8. All student desks and chairs shall be wiped down with microfiber.

As Needed

In areas which have terrazzo or resilient tile floors which are coated with floor finish or floor wax, buff the floors. Dust clean the floor after buffing as needed. If there are sealed concrete floors coated with floor finish or floor wax, these should be buffed monthly.

B. Rest Rooms

1. Microfiber wipe vertical surface with a mild sanitizing disinfectant.
2. De-lime urinals.
3. Clean doorknobs, push plates, kick plates.
4. Check ceilings for cobwebs.
5. Dust ledges, vents, partitions, and light fixtures above sinks.

As Needed

Machine scrub rest room floor with a mild sanitizing disinfectant.

C. Offices, Lounges Conference Rooms, On- and Off-Site Offices, and Trailers

1. In areas which have ceramic, concrete, terrazzo or resilient tile floors, microfiber cleans the entire area.
2. Completely vacuum clean carpeted areas.

3. Dust vertical furniture surfaces, wall vents and vertical wall trim.
4. Clean doorknobs, pushplates, and kickplates.
5. Check ceilings for cobwebs.
6. Spray buff smooth floor surface traffic patterns every week. Spray buff entire flooring area monthly.

D. Entrances and Lobbies

1. Clean entrance-way glass.
2. Completely microfiber clean ceramic, concrete, terrazzo and resilient tile floors.
3. Dust vertical furniture surfaces, wall vents and vertical wall trim.
4. Dust window sills, ledges and furniture tops.
5. Clean brass doorknobs, rails, pushplates on doors, kickplates on doors and other pieces of brass trim.
6. Check ceilings for cobwebs.
7. Shampoo carpeted areas monthly.
8. Wipe baseboards.
9. Twice Per Week - Using a floor machine equipped with a buffing brush or pad, spray buff resilient tile and terrazzo floors. After buffing, dust clean the floor as necessary.

E. Cafeterias, Lunchrooms

1. Microfiber wipe vertical surfaces within 6 feet of ground level.
2. Spray buff resilient flooring surfaces which are coated with floor finish or wax.
3. Vacuum upholstered furniture.
4. Clean doorknobs, pushplates, and kickplates.

F. Locker Rooms, Dressing Areas and Gyms

1. Thoroughly clean under moveable gym seats (monthly).
2. Thoroughly vacuum floor areas.
3. Clean shower heads, handles and other washroom hardware using a mild germicidal disinfectant.
4. Thoroughly microfiber wipe vertical wall and locker surfaces within 6 feet of floor level with a mild germicidal disinfectant.
5. Remove cobwebs.
6. Clean and machine scrub all ceramic tile floors and walls in showers and lavatories to remove odors and grease, and to reduce possibility of bacterial and fungal growth, as needed. Cleaning solution should include a germicidal solution.

G. Gyms

1. Microfiber clean entire floor weekly.
2. Sweep and clean entire gym floor, including bleachers after every athletic event.

H. Stairways

1. Dust clean. Dust handrails and any window sills or ledges.
2. Completely microfiber clean treads.
3. Wash handrails.
4. Wash stair risers and all rubber treads to remove soil, scuffs and shoe marks (monthly).
5. Spot clean walls.

I. Minimal Service Areas, Mechanical Areas

1. Remove trash and debris, monthly.
2. Sweep hard surface floor areas, monthly.

J. Daily Outside Policing

1. Remove cobwebs and debris from overhangs and walls.

K. Hallways

1. Clean entrance-ways.
2. Completely microfiber clean ceramic, concrete, terrazzo and resilient tile floors.
3. Dust vertical furniture surfaces, wall vents and vertical wall trim.
4. Clean brass doorknobs, rails, pushplates on doors, kickplates on doors and other pieces of brass trim.
5. Check all ceilings for cobwebs.
6. Shampoo all carpeted areas on a quarterly basis or as needed. Using a floor machine equipped with a buffing brush or pad, spray buff resilient tile and terrazzo floors. After buffing, dust clean the floor as necessary.
7. Spot clean walls, removing all grime and dirt marks.

SECTION 3 - UNSCHEDULED OTHER PROJECT CLEANING

Project cleaning will be scheduled for the following on an as needed in the following areas:

- A. Floor care
- B. Carpet care
- C. Polish furniture
- D. Wash walls, locker exteriors and waste receptacles
- E. Dust shades
- F. Vacuum and shampoo upholstered furniture
- G. Wash interior windows
- H. Prior to reopening of schools in August, all classroom floors must have 3 layers of floor finish
- I. Clean and wash all lighting and mechanical diffusers (annually, or as needed).
- J. Scrub stairs to remove built-up grit and sand as needed when it becomes unsightly or as requested by the administration.
- K. High dust gymnasium ceiling steel and duct work.
- L. Provide spot painting for cracked and peeled paint or areas which cannot be cleaned due to graffiti or other areas.
- M. Cleaning schedule may be increased for reasons of current public health concerns including but not limited to MRSA and H1N1. In these cases when deemed necessary by the District, additional cleaning will occur in all areas as designated by the District to maintain the health and safety of the students and staff. Products to be utilized during these times must meet the approval of the District and need to be equivalent to products used in hospitals and other health settings or those required by the county, state or federal departments of health.

SECTION 4 - MISCELLANEOUS CUSTODIAL RESPONSIBILITIES

It is understood that, in each school, the custodians (particularly on the day shift) are there to support the school principal and staff. As such, unscheduled needs will arise from time to time, and need to be met by the custodial staff. There will be a day custodian available to support the normally recurring miscellaneous duties that include:

- A. Flags in place if there is a flag pole.
- B. Securing of facility.

1. Aramark's employees will not disturb papers on desks, open drawers and cabinets, use telephones for personal calls, use radios, television sets, or tamper with any personal property or any equipment belonging to the District, or any person or group using school premises, including, but not limited to, District personnel, teachers and/or students.
 2. Aramark's employees will report to Aramark's supervisors, who, in turn, will report to the District, common issues for attention such as doors unlocked, plugged toilets or drains, broken fixtures, lights out of order, etc. All classroom doors will be locked after school is out, unless the classrooms are being cleaned.
 3. Contractor's employees will, in accordance with procedures established and enforced by the Contractor, clean each classroom, lab or office complex completely and then secure said area before continuing on to other areas of the building.
-
- C. Morning check of functional integrity of the building: hot water, heat, leaks, etc.
 - D. Light bulb changing.
 - E. Post class schedule activity cleanups.
 - F. Reporting observed safety hazards.
 - G. Snow removal from entryways and stairs, and application of ice melt.
 - H. Other duties as assigned by principal.
 - I. Custodians will provide support for school meals programs as part of the base contract. The District provides breakfast in all schools and some of those are served in the classrooms.
 - J. Cleaning of grills and vents, including unit ventilators and heating units, once every three months.
 - K. Minor door repairs will be responsibility of maintenance department.

SPECIFICATION B
MAINTENANCE SPECIFICATIONS

Aramark will undertake routine maintenance trades activities. These activities are those planned for the normal functioning of the department and are, of course, subject to modification by changed circumstances or direction by the District. Aramark shall be responsible for performing the proposed services, to the greatest extent possible, within its own labor and may not assign, transfer or sublet the Agreement or any portion thereof without the written consent of the District. The following are typical maintenance trades activities.

1. Electrical

- a. Install and repair branch circuits up to 480 volts.
- b. Troubleshoot circuitry up to 480 volts.
- c. Replace up to 480-volt switches, fuses and current breakers.
- d. Install motors up to 480 volts.
- e. Install and repair incandescent, fluorescent, LED, vapor lamps and fixtures.
- f. Troubleshoot, replace and repair VFDs.
- g. Read and record meter readings.
- h. Troubleshoot, repair and replace motor starters.
- i. Troubleshoot, maintain and repair all emergency generators.
- j. Troubleshoot, maintain, repair and replace all battery backup exit signs and lighting.
- k. Install and repair all control panels for pumps.
- l. Install new circuits to equipment.

2. Plumbing

- a. Install and repair cast iron and PVC piping up to 8".
- b. Install valves up to 4".
- c. Repair valves up to 10".
- d. Troubleshoot plumbing and waste water systems.
- e. Install and repair toilets, faucets and sinks.
- f. Remove piping blockages.
- g. Read and record meter readings.
- h. Install and repair circulating and sump pumps.
- i. Clean and maintain hot water storage tanks.
- j. Install and repair domestic hot water heaters and boilers.
- k. Troubleshoot, repair and replace backflow preventers.
- l. Insulate repaired piping.

3. Mechanical

- a. Troubleshoot, repair and adjust District-wide energy management system.
- b. Troubleshoot, repair and adjust District-wide boiler monitoring systems.
- c. Troubleshoot, repair and adjust direct digital controls, and electric and pneumatic controls.
- d. Update weekly EMS schedule based on District needs.
- e. Troubleshoot, maintain, repair and adjust HVAC fan coils, roof top units, exhaust fans and chillers.
- f. Maintain, repair and replace class room ventilating units.
- g. Clean condenser and cooling coils.
- h. Clean and maintain cooling towers.
- i. Troubleshoot, repair and adjust circulating pumps.
- j. Repair and replace piping up to 4" for steam, condensate, gas, oil, venting and hot water.
- k. Insulate repaired piping.

- l. Maintain, repair and replace condensate receivers and tanks.
 - m. Maintain, repair and replace boiler feed, chemical, condensate, condenser and circulating pumps.
 - n. Maintain, repair and replace steam traps, vents and specialties.
 - o. Maintain, repair and adjust burners and boilers including cleaning and combustion testing.
 - p. Maintain boiler logs of operation and chemical testing.
 - q. Maintain all chemical testing and record keeping for boilers, steam distribution, cooling tower, chilled water, open and closed loop systems.
 - r. Monitor record and respond to District-wide boiler monitoring system.
 - s. Replace air filters and drive belts.
 - t. Grease and lubricate equipment per schedule maintenance.
-

4. Paint, Plaster and General Construction

- a. Repair minor damage to sheet rock and plaster.
- b. Interior/exterior spot painting will be done on an as-needed basis.
- c. General minor construction repairs including, but not limited to, minor carpentry renovations and repairs (walls, etc.), caulking, bathrooms and locker rooms, tile, wall and floor repairs, interior and exterior.
- d. Remove and replace concrete sections after repairs.
- e. Repair or replace glass breakage.
- f. Ceiling tile replacement and repairs.
- g. Locksmith services District-wide (includes installations, repair, replacement keys, hardware and padlocks).
- h. Saw cut concrete and asphalt.
- i. Maintain fences with small repairs.

5. Tools

Aramark will provide and maintain a complete inventory of tools for each trade shop to perform all their tasks. Aramark will also provide the employee training and quality assurance inspections to ensure proper performance of the tasks.

SPECIFICATION C

SERVICES NOT PERFORMED BY ARAMARK CONTRACTED TO OUTSIDE VENDORS BUT MANAGED BY ARAMARK

Notwithstanding any provision herein to the contrary:

Sanding of stage and gym floors
Providing lawn seed or sod
Provision of any pest control services
Sandblasting exterior building surfaces
Major plumbing, electrical, mechanical, HVAC or repairs of any kind, which cannot be performed by the maintenance department personnel
Any major painting projects where time constraints and scope of work exceeds the capability of the paint shop staff as mutually agreed upon
The kitchen staff will complete cleaning of kitchen and serving area
Cleaning of chalk erasers
The washing or dry cleaning of curtains

SERVICES, SYSTEMS AND OTHER ITEMS EXCLUDED FROM MANAGEMENT SERVICES

Notwithstanding any provision herein to the contrary:

1. **Utilities** - Utilities (including but not limited to water, sewer, electrical, gas, oil, purchased steam, or chilled water) are excluded.
2. **Furniture** - Major repair or replacement of movable furniture that is not built in as an integral part of the building structure is excluded. In addition, any District school program related equipment is excluded, such as sports, science, CTE, gym, theater, art and music equipment. Furniture that is needed by Aramark for its offices and warehouse, however, is not excluded and is Aramark's responsibility.
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. Alterations that are needed by Aramark for its offices and warehouse, however, are not excluded and are Aramark's responsibility.
4. **Cable Television** - Maintenance, repair and installation are excluded.
5. **Telecommunications Equipment** - Maintenance, repair and installation of telecommunications equipment and management of the District's telecommunications services are excluded. Equipment that is needed by Aramark for its offices and warehouse, however, is not excluded and is Aramark's responsibility.
6. **Audio-Visual Equipment** - Televisions, videocassette recorders, overhead projectors and other such audiovisual equipment are excluded. Equipment needed by Aramark for its offices and warehouse is not excluded and is Aramark's responsibility.

7. **Computers** -Maintenance, repair and installation of personal and laptop computers are excluded. Equipment, maintenance, repair and installation that is needed by Aramark for its offices and warehouse, is not excluded and is Aramark's responsibility
8. **Outside Rentals** -Support provided for use of facilities by outside groups, when such use requires the Facilities to be open solely for such use, are excluded.
9. **Federal/State/Local Legislation or Codes** -Any changes in existing codes, regulations, laws or ordinances that increase operating costs or staffing are excluded.
10. **Emergency Shelter** -Should any of the Facilities be declared an emergency shelter for disaster relief, the additional support required thereof shall be provided and any additional cost incurred by Aramark shall be reimbursed by the District.
11. **Fire Drills** -Scheduling of fire drills is the responsibility of the District.
12. **Security** -Monitoring, patrolling, and other security activities other than routine locking and unlocking of entrances are excluded.
13. **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.
14. **Infrastructure Systems** -Infrastructure systems, such as HVAC systems and ductwork, are excluded.
15. **Above Ground and Underground Storage Tanks**-Maintenance, repair, testing and removal are excluded.
16. **Indoor Air Quality** -Indoor air quality assessments are excluded.
17. **Chemical Water Treatment** -Chemical water treatment for cooling towers is excluded.
18. **Mold/Mildew/Fungi**-Mold/mildew/fungi investigation and remediation are excluded.
19. **Bleachers, Grandstands and Playground Equipment** -Structural assessments of bleachers, grandstands and playground equipment are excluded.

SPECIFICATION D
GROUNDS MAINTENANCE

A. Grounds Maintenance - General

Aramark shall perform all its obligations and functions under this Agreement in accordance with the specifications attached hereto, and in a professional and businesslike manner so that the landscape and turf areas are agronomically maintained in a healthy, vigorous growing condition and have a neat and clean appearance. Aramark shall use its best efforts to coordinate its activities with and adjust its activities to the needs and requirements of the District and the various users of these areas and to perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities in these areas. Aramark acknowledges that time is of the essence to complete the work as specified. Aramark agrees that all work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within an expedited time period.

Aramark will provide in writing, a mowing schedule indicating the dates that each location will be serviced (maintained) in accordance with the requirements herein. This schedule must be adhered to unless agreed upon by the District and Aramark. The schedule must be updated annually. In the event of inclement weather, mowing operations/schedules may be modified. Should Aramark encounter wet ground conditions in the area to be mowed, the area may be bypassed. However, the area must be cut as soon as possible by other means should conditions not permit equipment usage.

B. Specifications For Grounds Maintenance & Athletic Fields

1. Mowing.

- a. All types of turf grass areas will be maintained at the recommended height for the species being managed; other considerations will be season and use of turf.
- b. Each mowing service will include grounds detail work i.e. string trimming and general grounds policing, cleaning of walkways and entrances, etc. removing all debris created during operation.
- c. The High School athletic fields may require one (1) cut per week during peak growing season.
- d. Excess clippings from all turf will be removed through dispersal with a blower or physical removal, and comply with any present or future ordinances regarding disposal.
- e. Papers and other debris will be cleaned off all lawn areas before and after mowing.
- f. If turf cannot be mowed due to inclement weather and turf has exceeded the no more than one third leaf surface removal, mowing height must be raised and turf mowed twice.
- g. Excess clippings will be removed.

2. Turf Management

- a. Fertilizer
Athletic fields will receive a minimum of one application per year. Fertilizer products may change at the discretion of Aramark if a field or area requires a different fertilizer mix.
- b. Aeration
All athletic fields will be core aerated a minimum of once per year with heavy core-aerations as required.
- c. Top-Dressing

Native soil fields. This will be conducted on the crown of the football field and soccer goal-mouth areas (high school fields only) & worn areas in baseball outfield where football practice is conducted.

d. Irrigation

- i. Irrigation operation and scheduling is the responsibility of Aramark for all automatic irrigation systems.
- ii. Athletic fields must receive adequate irrigation so as to promote deep rooting and maintain health and vigor of turf.
- iii. Maintenance of all automatic irrigation systems are the responsibility of Aramark.
- iv. Aramark will continually inspect and operate all the irrigation and make necessary adjustments to heads and time clocks.

e. Over seeding

Premium athletic fields (high school) will be seeded annually with Certified Athletic field mix seed containing Blue & Perennial rye grass.

f. Baseball/Softball

Field lining will be done as often as reasonably requested by the applicable Athletic Director to properly prepare the athletic field for all games, practices and interscholastic activities. Frequency will be based on field use. Materials and equipment for properly lining athletic fields will be provided by Aramark.

g. Set up & Take Down

Aramark must provide pre-game preparation for all athletic fields. This includes baseball/softball infield lining dragging, home plate and pitcher's mound prep, lining of fields. Football includes painting striping and mowing.

C. Additional Grounds Activities

All equipment to perform operations will be the responsibility of Aramark. All employees of Aramark will be in an identifiable uniform and will check in upon arrival at site. Employees will also check out when leaving. It is the responsibility of Aramark to secure all equipment during operation so as not to create an attractive nuisance that could injure a student.

Aramark shall designate a contact person for daily operations; said person will be responsible for daily operations. Monthly Quality Assurance inspections will be conducted to insure compliance. Evidence of this investigation must be provided to the District.

Additional Grounds activities include:

1. Jackhammer, saw cut, fill and compact potholes in concrete and asphalt
2. Removal of illegally dumped materials on school grounds
3. Repairs to exterior masonry including but not limited to stairs, cinder block and brick walls, access ramps
4. Project work including new construction and installation of concrete berms for spill protection, concrete pads for utilities
5. Fence work and repairs
6. Erecting temporary scaffolding as a safety precaution and removal upon completion of work
7. Coordination of sanitation services for city and school department athletic facilities.

SPECIFICATION E

NATHAN BISHOP MIDDLE SCHOOL PROVIDENCE CAREER AND TECHNICAL ACADEMY AND FIELD HOUSE CLASSICAL HIGH SCHOOL ATHLETIC FIELD ("CHPS")

The performance of this Agreement will include the following maintenance duties at CHPS:

A. The Aramark Project Manager will coordinate the management and the activities of the Events Manager, the Service Response Manager and the Service Employees within District's departments managed under the Program, which personnel will be provided by, and will be employees of, Aramark.

The Aramark Project Managers' duties will be to direct the mechanical and electrical facilities management including engineering, plant operations, and maintenance-level work to maintain, troubleshoot, repair, balance, and perform analysis on all types of electrical, heating, ventilation, air conditioning, and refrigeration (HVACR) equipment systems, designs, and applications, including the following:

- Manage mechanical and electrical systems operations to ensure high-performance and NE CHPS building efficiency conditions are maintained.
- Supervise and manage the maintaining, troubleshooting, and repair of all electrical, HVAC equipment and electronic/pneumatic equipment, including, but not limited to, reciprocating, centrifugal, and screw chillers.
- Supervise checks, changes, and schedules in building controls.
- Supervise the performance of air balance, water balance, and mechanical/electrical systems' efficiency tests.
- Respond to all District requests in relation to building use, engineering, plant operations, and maintenance services.
- Provide assistance in process for preparation and presentation of budget, capital projects, maintenance plans, and funding requests.
- Tour and inspect all facility mechanical and electrical systems to ensure total quality management requirements of all trades and services provided to District.
- Prepare daily, weekly, and monthly financial and operating reports.
- Perform long-range resource planning to ensure maximum utilization of labor, materials, and equipment.
- Responsible for mechanical and electrical facility compliance with OSHA standards and other local, state, and federal government regulations.
- Manage use of facility automated direct digital control systems to locate system problems and take corrective action.
- Oversee the maintenance of all fire alarm and fire suppression systems. Perform routine maintenance to manufacturers' specifications to insure all fire safety systems meet all local, state and federal standards.
- Address building needs after normal school hours due to troubles, vandalism, or accidents.
- Perform other related duties incidental to work described herein.

B. The Project Manager will manage, coordinate, and monitor all aspects of events at facilities, including planning, organizing, and controlling events to meet contractual obligations and quality customer service standards. The Events Manager will coordinate the schedule of events held at the facilities with the operations team. The Events Manager will work with businesses, organizations, and individuals to create

and sell sponsorship opportunities to generate revenue for new facilities. Responsibilities will include the following:

- Provide management for all assigned events, maintain liaison with event clientele, ensure facilities are properly scheduled and prepared; and resolve issues before, during, and after events.
- Coordinate operations with principals, supervisors, and other departmental managers to ensure readiness, efficiency in resource utilization, and prompt delivery of services.
- Meet with user groups to provide information and guidance to obtain accurate event specifications; prepare and review event agendas; and confirm all services and necessary preparations are in order.
- Supervise, direct, and coordinate activities of personnel, subcontractors, and vendors as required to successfully execute assigned events at facilities.
- Act as liaison for District to insure successful execution of program and conduct pre-and post-event meetings with District and staff.
- Coordinate District's service needs with catering and audiovisual suppliers, security, and other requested services; supervise, plan, and schedule work for event supervisors and staff; ensure adequate manning for events and equipment deliveries; record labor assignments according to benchmarks in order to ensure accurate and timely recharge of labor; and motivate and develop staff to ensure smooth operations of department and promote teamwork.
- Manage inventory of special events equipment such as tables, chairs, and portable stages; conduct periodic and annual inventory of equipment; recommend replacement of equipment as required.
- Assist in determining fiscal requirements and preparation of budgetary recommendations.
- Create and market sponsorship packages for businesses and individuals. Develop event flyers, Web site event page, and banner signage at event site. Promote sponsorships to advertise businesses, organizations, or individuals to residents and patrons, enabling District to enrich the lives of Providence community.

C. The Aramark Customer Service Manager will:

- Maintain the District provided TMA computer maintenance management system.
- Support the program needs of the buildings and the Aramark Project Manager and Events Manager.
- Provide support to the overall Program execution.
- Assist as necessary to deliver Program needs.

D. The Aramark Managers may sit on and chair District committees as requested by District; however, the Aramark Managers may not chair District's Safety or Security Committee. The Aramark Manager may also act as a liaison on behalf of District with insurance and regulatory organizations as requested by District. In performing any such committee or liaison functions, the Aramark Managers will be acting as an advisor to District, and District shall remain solely responsible for all actions reviewed, recommended, taken or not taken by the District or its committees.

E. Turf Maintenance and Management

Aramark will oversee all maintenance of the synthetic turf field at Classical High School. Aramark's responsibilities will include:

- routine inspections of the athletic field surface;
- routine maintenance of surface according to manufacturer's specifications and usage patterns; and
- maintain equipment used to perform turf care.

SPECIFICATION F

FIVE YEAR COMPREHENSIVE REVITALIZATION PLAN

In coordination and in concert with the District, Aramark will perform a five year comprehensive building revitalization effort within the District's buildings ("Revitalization Plan"). Aramark will meet with the District, identify the District's needs and priorities and develop a comprehensive Revitalization Plan for the District's buildings, without interruption to the school operations.

Aramark will provide a team of up to eight (8) Service Employees who will be assigned to the Plan as required to achieve the following, subject to District approval and direction:

- Repaint the targeted interiors of each school building as identified in the Plan.
- Repair or replace damaged or broken targeted ceiling tiles and light fixtures as identified in the Plan.
- Repair or replace targeted damaged or broken non-asbestos floor finishes as identified in the Plan

Aramark is responsible for the cost of equipment, materials and supplies. The Revitalization Plan will not be charged as a separate cost to the District.

Staffing may fluctuate or vary throughout the school year as necessary to coordinate and align resources to school calendars and space availability.

SPECIFICATION G

POOL CLEANING AND MAINTENANCE

Pool maintenance and cleaning shall be performed by Aramark as follows:

1. Twice daily check chlorine, pH levels and water temperature. Based upon test results add chlorine as needed.
2. Hose down the pool deck every evening and clean water fountains, office windows, and other pool surfaces.
3. Ensure that all doors to the pool are locked.
4. Backwash pool filters and empty filter catch basket three times a week (Monday, Wednesday, and Friday).
5. Vacuum the pool at least twice a week or more frequently if needed
6. Order all chemicals and supplies at the beginning of each month while the pool is in use.
7. Check pool motors daily and lubricate monthly to ensure that they are functioning properly.

If any problems arise, Aramark will notify the District's Maintenance Department which will be responsible to make the necessary repairs. These may include: heating, filtration, lighting or any other pool systems.

SPECIFICATION H
DEFINITION OF MAINTENANCE ACTIVITIES

These definitions simply state general terminology relating to each category of work.

1. **Preventive Maintenance:** Regularly scheduled maintenance on all mechanical systems within or on school property that are used for daily operations. This type of maintenance includes inspecting equipment functional operations, minor maintenance such as replacing or tightening belts, lubricating bearings, and replacing filters, which assure a long-term operating condition. Filters on all unit ventilators must be changed three times a year. All other air circulating equipment filters must be changed a minimum of every 6 months or more, if specified by the manufacturer. Filters must be tagged and dated.
2. **Corrective Maintenance:** The repairs to school property that has deteriorated, broken, or worn out, and cannot be used for its intended purpose. This includes minor maintenance on components of air-conditioning systems, heating systems, masonry. Major repairs to such systems as failed chillers and boilers normally do not fall within the day-to-day responsibility, and shall require express Board approval in writing in advance, as well as appropriation of funds to support such repairs. It is essential that small maintenance problems be responded to quickly as they will become worse if left unattended.
3. **Requisition Maintenance:** Requisitioned maintenance includes but is not limited to work requests that are by their nature requests for services that do not necessarily provide a corrective action or involve improvements to the physical plant. Samples of these requests may be moving or installing new fixtures or items, or relocating furniture.
4. **Facility Improvement/Modernization:** The major alteration of an existing system which changes its present configuration, install or construct an addition to a facility or mechanical system, to completely revamp or replace major components of a facility. These are all high cost items and require special funding appropriation and express Board approval in writing in advance.
5. **Capital Improvement:** These funds have been appropriated through the use of special taxation or bond issues. Priorities should be established each school year for those large projects beyond normal school maintenance capabilities. Items such as replacing roofs, additions to facilities, buying new facilities, altering or any construction work would normally come from this fund. All decisions on the utilization of these funds require Director of City Property approval.
6. **Remote Monitoring:** Aramark will staff the District's Central Monitoring Station during the heating season (approximately October 1 through April 30) with appropriately licensed staff. Aramark will also provide immediate 24/7 response to any and all heating issues in the schools to ensure schools are prepared to conduct all activities every day.

EXHIBIT 2**COST RESPONSIBILITY SUMMARY**

	ARAMARK	DISTRICT
SUPPLIES EQUIPMENT OFFICE SPACE AND PURCHASING		
Custodial Chemicals	X	
Walk Off Mats at Building Entrancesways	X	
Custodial Supplies	X	
Custodial Equipment	X	
Pest Control		X
Grounds Supplies i.e. Herbicides, Fertilizer Grounds Supplies, Seed, Line Paint	X	
Grounds Supplies i.e. Sod, Materials to Repair Athletic Fields, Pest Control, Ornamental Shrubbery, Bed Maintenance Supplies		X
Grounds Equipment i.e. Hand Equipment, Mowers, Edges, Blowers any additional supplemental equipment	X	
Playground Equipment Supplies		X
Water, Irrigation Equipment and Supplies		X
Replacement of Expendable Custodial and Grounds Equipment	X	
Replacement of Non-Expendable Custodial and Grounds Equipment	X	
Maintenance and Pool Supplies		X
Snow Removal Consumables including ice melt		X
Snow Removal Hand Equipment	X	
Sod and Shrubs		X
Vehicles for Custodial, Maintenance, and Grounds	X	
Communication Equipment for the Services	X	
Offices and Warehouse Space for Facilities Operations	X	
Computers for Facilities Operations	X	
Telephone and Telephone Charges Both Local and Long Distance	X	
Office Furniture	X	
Utilities for Office and Warehouse	X	
Office Supplies and Postage for Facilities Operations	X	
LABOR		
Recruitment and Hiring of Hourly and Management Employees	X	
Payment of Hourly and Management Regular Full-Time Wages	X	
Payroll Taxes for Hourly and Management Employees	X	
Fringe Benefits and Insurance for Hourly and Management Employees	X	
Preparation and Processing of Hourly and Management Employees' Payroll	X	
Workers' Compensation for Hourly and Management Employees	X	
Training for Hourly and Management Custodial, Maintenance, and Grounds Employees	X	
Uniforms for Hourly Employees	X	
Criminal Background Checks	X	

ADDITIONAL ITEMS		
Removal of Trash and Garbage from Inside Buildings	x	
Removal of Trash and Garbage from Premises (waste hauling from District's Facilities)		x
Products and Public Liability Insurance	x	
Facility Computerized Maintenance System Including Corrective, Preventative, Space and Event Management	x	
Travel Costs	x	
Maintenance of Aramark Owned Equipment	x	
Operating Costs for Aramark Owned or Leased Vehicles	x	

EXHIBIT 3

**COLLECTIVE BARGAINING AGREEMENT &
FRINGE BENEFITS FOR HOURLY STAFF**

See Attached

AGREEMENT

Between

ARAMARK MANAGEMENT SERVICES

**LIMITED PARTNERSHIP AT THE
PROVIDENCE RI SCHOOL DISTRICT**

And

**THE RHODE ISLAND LABORERS'
DISTRICT COUNCIL, ON BEHALF OF
LOCAL UNION 226**

**Of the
LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA**

September 1, 2011 – August 31, 2014

**PROVIDENCE SCHOOLS
CUSTODIAL, MAINTENANCE AND GROUNDS**

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APPENDIX B	

MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this ^{31st} day of January, 2012 by and between the ARAMARK Management Services Limited Partnership at the Providence, RI School District, (hereinafter referred to as the "Company") and Local 226, The Rhode Island Laborers' District Council (hereinafter referred to as the "Union") of the Laborers' International Union of North America,. This Agreement shall be effective for the period of September 1, 2011 to August 31, 2014.

PURPOSE

It is the purpose of this Agreement to carry out the policy of the State of Rhode Island, as codified in Title 28 of the Rhode Island General Laws, by encouraging a more harmonious, cooperative relationship between the Company and the employees' Collective Bargaining Representative and to provide for the establishment of procedures for the amicable adjustment of all disputes which may arise between the Company and the Collective Bargaining Representative.

To accomplish this purpose, the Company and the Collective Bargaining Representative encourage the highest possible degree of practical, friendly and cooperative relationships between their respective representatives at all levels and give full recognition and understanding of the respective rights and responsibilities of the parties hereto.

ARTICLE I RECOGNITION

- 1.1 The Company recognizes the Union for the purposes of this Agreement as the sole and exclusive bargaining agent for those employees assigned to the **PROVIDENCE SCHOOL CUSTODIAL, MAINTENANCE AND GROUNDS STAFF** with regard to wages, hours and working conditions for whom Rhode Island Laborers' District Council, has been designated to represent by a Card Check Representation Election conducted by the American Arbitration Association on April 15, 1998. The Company further agrees to automatically extend coverage of this Agreement to any other individual employed by ARAMARK Management Services Limited Partnership School Services Facilities Division at the Providence, RI School District and assigned to the **PROVIDENCE SCHOOL CUSTODIAL, MAINTENANCE AND GROUNDS STAFF** or by mutual agreement of the parties.
- 1.2 The Company recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to wages, hours and other conditions of employment of all ARAMARK Management Services Limited Partnership Custodial, Maintenance and Grounds employees at the Providence School System who are regularly scheduled for thirty (30) hours or more per week, excluding supervisory, management trainees, managers, substitutes, (a substitute employee is employed to fill a temporary vacancy due to the absence of

a regular employee for a duration of no greater than thirty (30) days) confidential, clerical, guards and others as defined by the Act. Unless mutually agreed to, it is acknowledged that the Company shall not displace or backfill existing positions with positions scheduled to work less than thirty (30) hours.

- 1.3 The Company and the Union agree not to discriminate against any member of the bargaining unit covered by this Agreement because of marital status, age, veteran status, sex, race, creed, color, disability, ancestral origin, religion, political beliefs or affiliations and/or membership in any lawful organization.
- 1.4 All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.
- 1.5 The Company agrees that no employee shall be discriminated against, intimidated or coerced in the exercise of his/her right to bargain collectively through the Union, or on account of his/her membership in, or activities on behalf of the Union.
- 1.6 Nothing contained herein shall be construed or interpreted so as to prevent compliance with any obligation imposed by the Americans with Disabilities Act of 1990.

ARTICLE II UNION SECURITY AND DUES DEDUCTION

- 2.1 All present employees who are members of the Union, upon the effective date of this Agreement shall remain members in good dues standing by the payment of their regular monthly dues as a condition of continued employment. All present employees who are not members of the Union and all employees who are hired hereafter in the classifications covered by this Agreement shall become and remain members in good standing by the payment of the required initiation fee and regular monthly dues on the 31st day following the execution of this Agreement or the date of their employment, whichever is later, and shall thereafter maintain such good dues standing for the term of this Agreement.
- 2.2 Upon receipt of written notice by the Union, the Company shall immediately discharge any employee who fails to become or is not a member of the Union on the prescribed day, provided membership was available under the same terms and conditions as generally applicable to other members. Further, all employees who fail to maintain their Union membership in good dues standing shall be summarily discharged by the Company. The Union agrees to indemnify, defend and hold the Company harmless from any claim arising from any such discharge.
- 2.3 "Membership in good standing" as referred to herein means solely the tender of payment of normal dues and the standard initiation fee.

- 2.4 The Company agrees not to enter into any agreement or contract with members of the bargaining unit, individually or collectively, nor negotiate or bargain with them, unless it is through the duly authorized representative of the Union, and any such agreement entered into shall be null and void.
- 2.5 The Company agrees to deduct Union dues on a weekly (if possible) basis from the pay of each employee who authorizes such deduction in writing as provided in this section. Deductions shall be made weekly, if possible, from the net pay of each employee who is or who becomes a member of the Union within the scope of the bargaining unit and is covered by this Agreement, provided such employee has voluntarily authorized the Company to do so in writing with the "Dues Deduction Authorization" form, to be furnished to the Company as set forth:

LOCAL UNION 226
Providence Rhode Island
Dues Deduction Authorization

I authorize you to deduct from my pay the sum of \$_____ per week for Union dues payable to the Secretary-Treasurer of Local Union 226.

Date

Employee's Signature

Employee's SS Number

Employee's Identification Number

Address

Such authorization form, deduction, practices and procedures enumerated in this Article shall be in compliance with the requirements of all State and Federal Laws and regulations regarding same.

- 2.6 The Company will remit the deduction by the thirtieth (30th) of the following month to the Secretary-Treasurer of Local Union 226, 410 South Main Street, Providence Rhode Island 02903 on Payroll Optional reports listing the employee's name, identification number, department number and amount of dues deducted.

The Union shall indemnify and hold harmless the Company for any and all claims, liabilities and costs incurred by the Company as a result of the Company's compliance with this Article II.

2.7 Departments: There are five (5) departments under this contract as follows:

- (1) Custodial Services
- (2) Building Trades Maintenance
- (3) Mechanical Trades Maintenance
- (4) Engineering
- (5) Grounds Maintenance

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF THE COMPANY

3.1 Unless expressly and specifically limited, modified, abridged or relinquished by a specific provision of this Agreement, and/or applicable state or federal laws, whether exercised or not, the rights, powers and authority normally associated with the management of the enterprise shall remain solely and exclusively within the Company, including, but not limited to, the following: to determine the standards of selection for Company employment; direct it employees; take disciplinary action for just cause; relieve its employees from duty because of lack of work or for other legitimate reasons; maintain the efficiency of operations; determine work schedules; determine the methods; means and personnel by which the operations are to be conducted; determine the content of job classification; exercise complete control and discretion over its organization and technology of performing its work; and fulfill all of its legal responsibilities.

ARTICLE IV

HOURS OF WORK, LUNCH AND COFFEE BREAKS

4.1 The regular work week for all full time employees covered by this agreement shall consist of five (5) consecutive eight hour days. The work week shall be comprised of Monday, Tuesday, Wednesday, Thursday, and Friday for all classifications except Roving/Monitor Engineer whose work shifts shall be established by the Company in accordance with the operational requirements of the school district after meeting and conferring with the Union. Said work shifts shall be assigned in order of seniority. The hours of work for all classifications is set forth below:

<u>Building Trades</u>	<u>Summer</u>	<u>Winter</u>
Building Trades Foreman	7am-3:30pm	7am-3:30pm
Carpenter		
Locksmith		
Glazer		
Master Plumber		
Plumber		
Master Electrician		
Painter	5am-1:30pm	5am-1:30pm

Mechanical Trades

Electrician	7am-3:30pm	7am-3:30pm
Master Pipefitter		
HVAC Mechanic		
Welder		
Maintenance Mechanic		
Controls Technician		

Custodial

Roving General Utility Worker	7am-3:30pm	6am-2:30 pm (leads)
General Utility Worker		7am-3:30pm
		11am-7:30pm
		2pm-10:30pm
Warehouse Worker	7am-3:30pm	7am-3:30pm

Grounds

Grounds Foreman	6am-2:30pm	6am-2:30pm
Athletics Supervisor/Mason		
Groundsperson		

PCTA Fieldhouse/Auditorium

Events/Utility Worker	varied	varied
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Engineering

Engineering Foreman	6am-2:30pm	4am – 12:30pm
Roving/Monitor Engineer		6am-2:30pm
		2pm-10:30pm
		10pm-6:30am

In addition to the shifts set forth above, the Company shall have the right to establish an alternate shift for the Building and Mechanical Trades classifications. Said alternative shift may be either 2pm-10:30pm or 11pm-7:30am. This shift may be established during the period beginning September 1st and ending June 30th. Assignments to said shift shall be made by reverse order of seniority and shall not exceed forty (40) work days in the aggregate for each affected bargaining unit member. When determining which of these alternative shifts to which members shall be assigned, the Company shall take into account the desires of the affected employees. Two (2) weeks' notice of said assignment shall be provided to each affected bargaining unit member.

- 4.2 Unless otherwise agreed to, the regular work week for all part-time employees covered by this Agreement, shall consist of five (5) consecutive six (6) hour days: Monday, Tuesday, Wednesday, Thursday and Friday. This provision does not constitute a guarantee of hours or schedules. Existing exceptions to the above defined work weeks may continue.

- 4.3 All employees who are regularly scheduled to work five (5) hours or more shall have an unpaid lunch of thirty (30) minutes at a time to be designated by the Company and two (2) fifteen (15) minute paid breaks.
- 4.4 CALL BACK – Any employee covered by this Agreement, who is called into work outside of his regular hours, for a period of time that is not connected to his regular hours, shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for all such hours worked, but in any event, shall be guaranteed three (3) hours at the rate of one and one half times his rate of regular pay. In the event that such hours worked are in excess of the applicable work week, the employee shall not be paid overtime in addition to the premium pay or guarantee provided by this section.
- 4.5 SHIFT DIFFERENTIALS – Any bargaining unit member, who is regularly assigned to commence work subsequent to 1:59 P.M. and prior to 5:59 A.M. shall receive seventy-five cents (75¢) per hour in addition to his regular rate of pay as contained herein. This provision shall not pertain to Summer Hours where the workday may be advanced one (1) hour. No shift differential shall be paid to any employee hired on or after September 1, 2011.
- 4.6 OUT OF RANK PAY – Employees covered by this Agreement who are authorized by the Company to work in a higher-rated classification shall receive the higher rate of pay. In the event an employee starts the work day in a higher-rated classification, the employee shall receive the higher pay of that classification for the full day. In the event an out-of-rank opportunity is authorized, it shall be offered to the most senior qualified person in the Department. If there is no qualified person in the Department, it shall be offered to the most senior qualified person in the rest of the bargaining unit. In the case of authorized opportunities to work in the classification of Lead General Utility Worker, said opportunities shall be offered to the most senior qualified General Utility Worker in the work location.

ARTICLE V PRIVACY OF EMPLOYEE RECORDS

- 5.1 It is agreed that the contents of an employee's personnel file, including but not limited to, employment applications, and related forms, documented disciplinary action and all grievance settlements shall be considered private and shall be made available only to the employee and the Union. The employee and the Union will notify the Company in writing a minimum of two (2) days if an employee's records are to be requested, and said request shall contain the employee's signature.

ARTICLE VI
OVERTIME

- 6.1 For all hours worked or credited in excess of forty (40) hours in each payroll work week, an employee shall be compensated at the rate of time and one-half the normal hourly rate of pay. All overtime must specifically be approved in advance by the Company. All hours which are paid for, including holidays, sick leave, vacation leave, personal leave, and bereavement leave shall be included as hours worked for the computation of overtime.
- 6.2 Overtime work is to be made a matter of record and distributed fairly and equitably among employees eligible for and capable of performing the work in their respective work location.
- 6.3 Overtime shall be offered to employees, on a rotating basis, on the basis of their seniority in their classification and within the work location, if applicable. In the event there is an insufficient amount of employees within the classification and within the work location, if applicable, to perform the overtime work, then the overtime shall be offered to other qualified employees by seniority. Any employee on leave shall not be called or scheduled to work overtime until his leave has ended but he shall retain his position in rotation.

An employee offered overtime will be excused at his request, provided personnel are available and willing to meet the need. Any employee so excused shall not be offered overtime work again until his name comes up again in the seniority rotation. In the event that an insufficient number of employees within the classification and work location, if applicable, in which overtime work is assigned voluntarily accept the assignment, the Company may direct and require qualified employees within the classification and work location, if applicable, to perform the work. Such required overtime assignments shall be made in the reverse order of seniority if the employee is qualified.

- 6.4 No employee shall be required to work more than twelve (12) consecutive hours.

ARTICLE VII
PROMOTIONS/TRANSFERS AND SENIORITY

- 7.1 The parties hereto recognize and accept the principle of seniority in all cases of shift preference, transfer, days off, vacation time, relief assignments, holiday time, floats and location assignments.
- 7.2 Seniority is defined as total length of service in the aggregate for ARAMARK Management Services Limited Partnership at the Providence RI School District, Sodexo Marriott Facilities Division at the Providence RI School District,

Sodexho Facilities Division at the Providence RI School District, and the Providence School District.

- 7.3 The Company shall prepare and forward to the Secretary of the Union a seniority list of employees by classification. Seniority lists shall be revised when necessary and shall be prepared and posted on approved bulletin boards, showing the employee's name, classification and seniority on a biannual basis.
- 7.4 Job openings known to be of duration of three (3) months or longer, and regularly scheduled job openings, shall be posted within four (4) working days after the opening occurs if possible. All job openings shall be posted in each school for not less than five (5) working days during which time bargaining unit members may bid for the opening.
- 7.5 The parties hereto recognize the principles of seniority, skill and ability. Job openings shall be awarded to the most senior qualified bargaining unit member. When evaluating each bidder's qualifications, the Company shall consider the qualifications listed in the applicable job description and the contents of the Employee Evaluation Form which is attached hereto as Appendix C. The contents of the job descriptions and the Employee Evaluation Form are to be established by agreement.
- 7.6 The Union will be provided with the number and names of applicants, the successful bidder and the basis for the employee's success or the fact that a new employee was hired.
- 7.7 Any bargaining unit employee who fills a job opening in a higher classification shall be afforded a ten (10) day trial period by the Company which may be extended by up to thirty (30) days by agreement of the parties. If he is deemed unqualified for the position during the trial period, he shall be restored to his former position. If the employee challenges the Company's decision, said challenge shall be processed as a grievance. During the trial period, the employee shall not be allowed to bid on other positions. Employees may be promoted/transferred due to a bid no more than one (1) time in any seven (7) month period.
- 7.8 The Company retains the right to implement temporary transfers, not to exceed forty-five (45) days, from location to location due to workload reasons. When a transfer is necessary, the Company shall initially seek volunteers and award the transfer by seniority and within classification. If the transfer is not filled by a volunteer, the Company may direct the temporary transfer of the junior qualified employee within the classification.
- 7.9 (A) In the event a reduction in the work force is necessary, the least senior employee in the classification affected shall be subject to layoff. Any employee

subject to layoff as set forth above may bump into any equal or lower paid position, provided he is more senior than the occupant of the position and is qualified for the position. Any employee so bumped may then bump into any equal or lower paid position, provided he is more senior than the occupant of the position and is qualified for the position.

Any Lead General Utility Worker whose hours are changed by two (2) or more hours may bump any less senior Lead General Utility Worker or General Utility Worker in any other work location provided he is qualified. Any General Utility Worker whose hours are changed by two (2) or more hours may bump any less senior General Utility Worker at any other work location provided he is qualified.

(B) Two weeks' notice of layoff shall be given to the employee so affected, if possible.

- 7.10 Any employee who has been laid off shall have his/her name placed on a re-employment list for two (2) years from the date of separation. In the event of a recall, employees shall be offered re-employment in the order of their seniority. Seniority shall accrue to such employee while on said re-employment list. The Company shall notify the employee of re-employment by mailing notification to said employee at his last known address. It is understood that it is the employee's responsibility to advise the Company of his current address. The notified employee shall respond to the Company within five (5) working days.
- 7.11 New employees shall serve an evaluation period of ninety (90) workdays which may be extended up to an additional ninety (90) workdays by agreement of the parties.
- 7.12 Any employee may be dismissed without recourse during the evaluation period for reasons relating to the employee's qualifications or for the good of the service. It is intended that "evaluation period" in the above sentence shall mean the original evaluation and shall not apply to the trial period served after a promotional appointment.
- 7.13 Seniority shall be considered broken for the following reasons only:
- a) When an employee has been discharged for just cause.
 - b) When an employee voluntarily terminates his/her employment.
 - c) When an employee fails to respond to a recall notice within forty-eight (48) hours.
 - d) When an employee fails to notify his/her Supervisor of his/her absence from work within three (3) working days, unless extenuating circumstances prohibit such notice.
 - e) When an employee fails to renew a leave of absence.
 - f) When an employee engaged in other work without authorization while on leave of absence.

- g) When an employee is laid off in excess of two (2) years.
- 7.14 Union Stewards shall be considered senior in service in the classification for layoff purposes only.

ARTICLE VIII SICK LEAVE

- 8.1 All eligible employees regularly scheduled to work thirty (30) hours or more, after completion of their evaluation period, shall be entitled to sick leave with full pay. Sick leave shall be granted for the following reasons:
- a) Personal illness or physical incapacity to such an extent as to be rendered thereby unable to perform the duties of his/her position.
- 8.2 Bargaining unit employees shall be entitled up to ninety-six (96) sick leave hours per year with full pay. Employees shall accrue eight (8) hours per month worked.
- 8.3 Sick leave with pay, when not used, shall be cumulative, up to a maximum of twelve hundred (1200) hours to be placed in a sick leave bank. Employees hired on or after April 1, 2009 may accumulate up to a maximum of six hundred (600) hours to be placed in a sick leave bank.
- 8.4 Employees serving an initial probationary period shall accrue sick leave based upon the above schedule but may not discharge sick leave with pay until the completion of the probationary period.
- 8.5 A physician's note is required when an employee takes three (3) or more consecutive sick leave days. A physician's note may also be required for any hours used after ninety-six (96) hours per year.
- 8.6 The Company shall furnish each bargaining unit member a document each July 1st and January 1st indicating his sick leave use during the previous twelve (12) month period.

ARTICLE IX DRUG/ALCOHOL TESTING PROCEDURE

- 9.1 The Company retains the right to promulgate policies and rules applicable to testing individual job applicants for drug or alcohol use. If permitted by applicable state and federal laws, the Company may test current employees for drug or alcohol use under any of the following conditions:

- a) Where there is reasonable suspicion of drug or alcohol abuse, based upon the display of symptoms of abnormal behavior, thereby resulting in significant work performance problems.
- b) To aid the investigation of serious accidents.
- c) Prior to assigning employees to safety-sensitive positions, and
- d) Evaluation of new employees during evaluation period.

9.2 The Company agrees to forego random testing unless it is required by a customer, or competent regulatory or governmental authority. The Company further agrees that if an employee(s) recognizes that he has an alcohol or drug abuse problem and voluntarily identifies this problem to the Company, the Company will allow the employee(s) time off to seek professional assistance. The Employee will be allowed to utilize any applicable contractual benefit for this absence. It should be the responsibility of the employee(s) to recognize the problem and come forward to the Company prior to a disciplinary situation normally resulting in five (5) days suspension subject to termination.

The Company will utilize the services of a reputable testing laboratory. If there is a change in the laboratory, the Company will notify the Union.

ARTICLE X JURY DUTY

10.1 Employees who are subpoenaed for jury duty shall be paid for time lost as a result of such jury duty at their regular rate of pay. Employees shall remit to the Company any pay received for such jury service, except for transportation and parking.

ARTICLE XI LEAVES OF ABSENCE

11.1 Upon written application to the Company, an employee may request a leave of absence from active employment for non-medical reasons, without pay and without other benefits, for a period not to exceed ninety (90) days, except that the Company shall maintain the applicable insurance benefit coverage to the employee or dependents based upon the employee paying the total premium by the first of the month of each month of coverage. Good cause must be shown in support of such requests. Application for such leave must be in writing and made at least two (2) weeks prior to the commencement of any requested leave except in cases of emergency. The request must specify the reason for the request and the date of the employee's estimated return to work. In the event such request is granted, seniority shall continue to accumulate during the period of leave. The Company agrees to review any leave requests submitted pursuant to this section

and agrees that permission for the requested leave shall not be unreasonably withheld.

- 11.2 An employee may request a leave of absence from active employment for medical reasons for a period not to exceed thirteen (13) weeks. The Company shall comply with all applicable Rhode Island and Federal laws including the Family and Medical Leave Act, the Americans with Disabilities Act and similar applicable state and local laws. The employee may thereafter request a renewal of this leave of absence for a period of up to an additional six (6) months. The Company's evaluation of any such request shall be made in good faith based upon the employee's medical condition as the same relates to his ability to perform the duties of his position. The granting of any such request shall not be unreasonably withheld.

In the event that the employee returns from medical leave of absence within the first six (6) months, he shall be returned to his exact position and work location. In the event that the employee returns from medical leave of absence anytime after the first six (6) months but before the expiration of nine (9) months, he shall be returned to any equal or lower available position within his department for which he is qualified. In the event there is no equal or lower available position within his department for which he is qualified, he shall be returned to any equal or lower available position in the bargaining unit for which he is qualified.

- 11.3 Any vacancy caused by either a non-medical leave of absence or a medical leave of absence may be filled by a substitute employee, except that a vacancy in a Lead or Foreman position shall be posted and filled pursuant to the provision of Article VII subject to the following provisions:

- a) If the employee on leave returns within six (6) months from the beginning of his leave, he shall return to his exact position and work location and the employee who was filling his position during the leave shall return to his former position.
- b) If the employee on leave does not return within six (6) months from the beginning of his leave, the employee who was filling his position during the leave shall return to his former position and the position of the employee who was on leave shall be posted and filled pursuant to the provisions of Article VII of this Agreement.

- 11.4 An employee on a medical leave of absence must provide medical updates to the Company, in writing, once a month. Such employee shall not be eligible to bid, bump or to be recalled until released by his physician. At the commencement of his leave, any such employee shall be notified in writing by the Company of his obligation to provide such updates. Any employee who fails to provide updates required by this section will not be guaranteed a position upon his return to work.

- 11.5 When leaves are requested and granted or denied pursuant to this Article, the employee and the Union shall be provided with copies of any written communication relative to Company action.

ARTICLE XII
PERSONAL LEAVE

- 12.1 The Company will provide forty (40) personal leave hours per contract year to each bargaining unit member with six (6) months or more of service to be used for personal reasons.
- 12.2 During the initial year of employment, personal leave shall be pro-rated based upon the employee's entry date and the contract year of September 1 to August 31.
- 12.3 Employees shall not be required to state the reason for personal leave.
- 12.4 Prior approval for personal leave must be obtained and may only be denied if the resulting absence interferes with the proper conduct of operational function.
- 12.5 Personal leave shall not be carried over from year to year.

ARTICLE XIII
BEREAVEMENT LEAVE

- 13.1 Upon the completion of the evaluation period of employment, all employees are entitled to receive a maximum of three (3) days off with pay as bereavement leave in the event of each death in the "immediate family." Bereavement leave shall not accumulate from year to year.
- 13.2 For the purpose of this Article, "immediate family" is defined as an employee's mother, father, husband, wife, son, daughter, sister or brother, grandparent and in-laws of the same lineage or another relative residing in the employee's household.
- 13.3 Employees shall be granted paid funeral leave of one (1) day for aunts, uncles, and in-laws of the same lineage.
- 13.4 For the purposes of this Article, a "day" is defined as the number of hours an employee was or would normally be scheduled to work had not the death of a qualified relative caused their absence from work due to bereavement.
- 13.5 In the event the Company has a good faith, reasonable and objective doubt as to the validity of any bereavement leave request made under this Article, it may require documentation supporting any such request.

ARTICLE XIV
RHODE ISLAND LABORERS' HEALTH AND WELFARE FUND

- 14.1 The Company shall pay a base rate contribution to the Rhode Island Laborers' Health and Welfare Fund (the "Fund") in the amount of \$5.77 each hour each employee receives straight time pay plus such additional contributions resulting from employees' assignment of wages as outlined below. Effective June 1, 2012, said base rate contribution shall be \$6.27 per hour. Effective June 1, 2013, said base rate contribution shall be \$6.77 per hour.

Said assignment of wages referred to above represents employees' co-share for the medical benefits provided herein. All employees shall co-share in the cost of health care benefits provided in this Article through a pre-tax payroll deduction (if permissible by law) as follows:

Individual plans at .0145 of base wages not to exceed \$900 per year.
Family plans at .0285 of base wages not to exceed \$1,900 per year.

The aggregate of the base rate contributions and the additional contributions resulting from employees' assignment of wages as outlined above shall be paid to the Fund no later than the twentieth (20th) day of each following month and shall be based on the preceding month's payroll.

The Board of Trustees shall be selected and appointed under the provisions of a Trust Agreement executed by the Union and the various Employers. Said Trust Agreement shall conform to the Labor-Management Relations Act of 1947, as amended and all other applicable laws and regulations of the United States and the State of Rhode Island.

The said Fund will be used to purchase accidental and sickness disability insurance and hospitalization, medical and surgical benefits, and/or other welfare benefits of a similar nature for the said employees as provided in said Trust Agreement.

The Union reserves the right to remove the employees whose wages, hours and working conditions as set forth in the Agreement from any job for which the Company has failed to remit to the aforementioned Health and Welfare Fund monies due to the Fund within the time for payment thereof, as so determined by the Board of Trustees acting under the authority of the Agreement and Declaration of Trust under which the Fund operates.

The Rhode Island Laborers' Health and Welfare Fund shall meet the requirements of all Federal and State Laws regarding the same, including the Internal Revenue Service.

ARTICLE XV
UNION BENEFITS

- 15.1 LABORERS' INTERNATIONAL UNION OF NORTH AMERICA NATIONAL (INDUSTRIAL) PENSION FUND - For the purpose of providing retirement benefits for employees covered by this Agreement, the Company agrees to remit contributions on behalf of its employees to the Laborers' International Union of North America National (Industrial) Pension Fund ("Fund").

The parties acknowledge that the Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA") and that a copy of the Plan has been provided to the Union and the Company.

The parties further acknowledge that the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Fund adopt one of the schedules included in the Plan.

The Union and the Company have agreed to adopt the Plan's Preferred Schedules as follows:

- a) The current contribution rate to the Fund of Thirty-Four Dollars and Eighty (\$34.80) Cents per week shall be increased by 10% to the rate of Thirty-Eight Dollars and Forty (\$38.40) Cents per week effective February 1, 2012.
- b) Effective February 1, 2013, the contribution rate to the Fund of Thirty-Eight Dollars and Forty (\$38.40) Cents per week shall be increased by 10% to the rate of Forty-Two Dollars and Forty (\$42.40) Cents per week.
- c) Effective February 1, 2014, the contribution rate to the Fund of Forty-Two Dollars and Forty (\$42.40) Cents per week shall be increased by 10% to the rate of Forty-Six Dollars and Eighty (\$46.80) Cents per week.
- d) With regard to benefits under the Fund, the Plan's Preferred Schedule provides that the Fund's current plan of benefits for the group will remain unchanged with the following exceptions:

Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$ 5,000 or less and for the Fund's \$5,000 death benefit.

The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.

The Plan as a whole is deemed to be a part of the Preferred Schedule.

The sums listed above shall be paid into the Fund not later than the twentieth (20th) day of each month, up to and including the last complete payroll period of the preceding calendar month.

- 15.2 LEGAL SERVICES FUND – In order to provide each eligible employee covered by this Agreement and their dependents with assistance in defraying the cost of legal counsel, the Company agrees to contribute five (\$.05) cents per hour for each straight-time hour for each eligible employee covered by this Agreement to the "Rhode Island Laborers' Legal Services Fund" (the "Fund") established by a Declaration of Trust. Said Fund shall be administered by a Board of Trustees selected and appointed under the provisions of the Trust. The Union and the Company acknowledge that the Trustees of the Fund may raise the contribution rate to an amount no greater than twenty five cents (\$.25) per hour at anytime during this agreement, in which case the Company shall make any such increased contribution.
- 15.3 Said contributions will be paid to the Funds no later than the thirtieth (30th) day of each following month and shall be based on the preceding month's payroll.
- 15.4 The Fund shall not be used to provide benefits which defray any expenses for disputes, grievances or legal proceedings between employee-participant, his/her spouse, or dependents and the Company, the Union or any of its members, their agents or any legal entity of which they are a part.
- 15.5 An employee receiving Workers' Compensation benefits shall be considered to be working his normal and regular work week.

ARTICLE XVI
DISCIPLINE

- 16.1 A meeting, between an employee and the Company, during which the principal topic of discussion is discipline or potential discipline, will entitle the employee to be informed of his right to have a Union representative present. If the employee requests the presence of a Union representative, the Company will honor that request.

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as outlined below.

If the Company has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities or deficiencies shall be privately brought to the attention of the employee and shall be considered counseling. A record or oral reprimand shall be made and placed in the employee's personnel file with a copy to the employee.

After a period of one (1) year, providing no further infraction of the same type is committed by the involved employee, all references to written reprimands shall be removed from all files.

After a period of nine (9) months, providing no further infraction of the same type is committed by the involved employee, all references to oral reprimands shall be removed from all files.

Where appropriate, disciplinary action or measure shall include only the following disciplinary measures:

- 1) Oral Reprimand
- 2) Written Reprimand
- 3) Suspension
- 4) Discharge

In cases of willful misconduct, employees may be discharged. Examples of willful misconduct include, but are not limited to the following:

- (a) Unauthorized possession, use, sale or distribution of alcoholic beverages on company time or client premises (Violation of Aramark's Alcohol Policy will be handled in accordance with the terms and conditions of the Policy);
- (b) Possession, use, sale, or distribution of illegal drugs or other controlled substances;
- (c) Theft;

- (d) Insubordination;
- (e) Fighting;
- (f) Destruction of company or school property.

The above types of misconduct are illustrative only, and in no way present an inclusive list of actions which may result in immediate discharge.

- 16.2 It is agreed that the Company may dismiss, demote or suspend an employee for just cause. The Company will notify the Union office of disciplinary action taken concerning suspension or discharge.
- 16.3 An employee against whom a disciplinary action which results in a termination that has been taken may appeal the decision and proceed immediately to the grievance procedure.

ARTICLE XVII GRIEVANCE PROCEDURE

- 17.1 A grievance is hereby defined as a claimed misinterpretation or misapplication of a specific section of this contract to an individual employee or the Union. A grievance must be in writing and must set forth the specific section(s) of the contract alleged to have been misinterpreted or misapplied. The purpose of the grievance procedure shall be to resolve, at the lowest possible administrative level, issues which may arise from time to time with respect to the provisions of this Agreement.

17.2 PROCEDURE

- 1) Step One – Within five (5) business days of the occurrence, ten (10) business days if the occurrence is payroll related, which gives rise to the grievance, the aggrieved employee(s) and/or the Union Steward must present a written statement of the grievance to the Department Manager or designee. The matter shall be discussed and a decision given to the grievant(s) and Union Steward within five (5) business days of receipt of the grievance.
- 2) Step Two – If the grievance is not resolved at Step One, the written grievance shall be forwarded to the General Manager or designee within ten (10) business days of receipt of the decision at Step One. The grievance shall be considered by the General Manager or designee, who shall render a decision on the grievance within ten (10) business days of its receipt and who shall return a written reply to the employee(s), Steward, and Union office within such time.
- 3) Step Three – If the grievance is not resolved at Step 2, the written grievance shall be forwarded to the Labor Relations Director or Regional

Human Resource Representative or other designated representative within ten (10) business days of receipt of the decision at Step Two. Within ten (10) business days, the Labor Relations Director or Regional Human Resource representative or other designated representative shall review the grievance and respond in writing to the grievant(s), Union Steward and the Union office.

- 17.3 Any grievance not taken to a higher step in the grievance procedure in accordance with the above time limitations shall be deemed settled on the basis of the last decision rendered by the Company's representative and shall not be subject to further processing. However, any of the above time limits, except for the initial filing period, may, in particular circumstances, be reduced or extended by mutual agreement which must be reduced to writing and signed by both parties.

ARTICLE XVIII ARBITRATION

- 18.1 If a grievance is not settled under Article XVII, such grievance shall, at the request of the Union or the Company, be referred to the American Arbitration Association in accordance with its rules then in effect.
- 18.2 The decision of the arbitrator shall be final and binding upon the parties. The expense of such arbitration shall be borne equally by the parties.
- 18.3 Only grievances arising out of the provisions of this contract relating to the application or interpretation thereof may be submitted to arbitration.
- 18.4 The parties agree to apply the decision of the arbitrator to all substantially similar situations.
- 18.5 All submission in arbitration must be made within thirty (30) business days after the grievance procedure decision.

ARTICLE XIX HOLIDAYS

- 19.1 All bargaining unit employees who are not on lay-off status are eligible for holiday pay on a pro-rata hourly basis. The following shall constitute the official holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Fourth of July
Victory Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

- 19.2 In the event that any of the foregoing holidays fall on a Saturday, the previous day, Friday, shall be the day of celebration. If any of the foregoing holidays fall on a Sunday, the next day, Monday, shall be the day of celebration. Notwithstanding the foregoing, the Company shall have the option of paying any or all employees an additional day's pay for any holiday occurring on Saturday or Sunday, in lieu of declaring Friday or Monday as the day of celebration.
- 19.3 Employees shall be paid for each of the above-enumerated holidays when not worked provided they meet all of the following eligibility requirements:
- 1) The employee works during the payroll week during which the holiday occurs, except when the holiday occurs within his vacation period, or when the employee is absent for the entire payroll week but has worked within the preceding payroll week, or he is absent during the entire payroll week, in which the holiday occurs, because of jury duty, or received bereavement pay for one or more days during the week.
 - 2) When a holiday occurs during an eligible employee's scheduled vacation, he shall be paid for the unworked holiday.
- 19.4 Absent an unforeseen emergency at the employee's assigned facility, the Company shall, in addition, allow one-half (1/2) day off with pay the afternoon of the last regular working day prior to Christmas Day and New Year's Day (or the days of observance of Christmas and New Year's Day), when Christmas Day and New Year's Day fall or are celebrated on Tuesday through Saturday.
- 19.5 All eligible employees must work the day before and the day after the holiday to be eligible for holiday pay or be on a sick (with a physician's certificate), bereavement or personal leave day.
- 19.6 Each employee shall be entitled to time off at his regular rate of pay for the holidays specified above when such holidays fall on his/her regularly scheduled work day, and he/she shall be credited with the number of hours in his/her official work schedule for the day.
- 19.7 Any employee required to work on a holiday will be paid at the rate of one and one half (1 ½) times his regular rate of pay for all hours worked in addition to his holiday pay. Any Roving/Monitor Engineer whose schedule does not require him to work on a holiday shall be granted a full day off with pay on a day to be determined by the Company and the employee. Said day shall be discharged no later than the end of the workweek in which the holiday occurred.

ARTICLE XX
VACATION LEAVE

- 20.1 Any employee who has seniority of more than six (6) months in the aggregate shall receive one (1) week's vacation leave with pay.
- 20.2 Any employee who has seniority of one (1) year shall be entitled to two (2) weeks' annual vacation leave each calendar year with pay, half of which shall be credited to the employee on January 1 and half of which shall be credited to the employee on July 1.
- 20.3 Any employee who has seniority of five (5) years shall be granted three (3) weeks' annual vacation leave each calendar year with pay, half of which shall be credited to the employee on January 1 and half of which shall be credited to the employee on July 1.
- 20.4 Any employee who has seniority of ten (10) years shall be granted four (4) weeks' annual vacation leave each calendar year with pay, half of which shall be credited to the employee on January 1 and half of which shall be credited to the employee on July 1.
- 20.5 Any employee who has seniority of fifteen (15) years shall be granted five (5) weeks' annual vacation leave each calendar year with pay, half of which shall be credited to the employee on January 1 and half of which shall be credited to the employee on July 1.
- 20.6 Employees may discharge vacation leave in amounts less than a full work week, but not less than full work days.
- 20.7 Vacation credit in excess of six (6) weeks may not be carried over from one calendar year to the next. All vacation time in excess of six (6) weeks as of January 1st must be taken during the calendar year or shall be lost, except in the event that the Company prevents the employee from taking said excess vacation time during the calendar year.
- 20.8 No more than three (3) consecutive vacation weeks may be discharged at any one time.
- 20.9 Vacation leave requests of five (5) or more consecutive days must be submitted at least thirty (30) days in advance.
- 20.10 An employee who shall discharge more than five (5) consecutive days of vacation shall receive payment for all said days prior to the first day of vacation provided he requests said payment no later than fourteen (14) days prior to the first day of his vacation.

- 20.11 During the period of October 1 through October 15 of each calendar year, an employee may submit to the Company the vacation dates he desires to discharge for the period beginning January 1 and ending June 30. Another open request period will be made available during the period of April 1 through April 15 for vacation dates he desires to discharge for the period beginning July 1 and ending December 31. In the event two (2) vacation requests are made for the same dates and the Company determines it cannot grant both requests, the request of the most senior employee will be granted. Vacation requests made outside these open enrollment periods will be granted on a first-come first-serve basis.

ARTICLE XXI
BULLETIN BOARDS

- 21.1 The Company agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted. All notices shall be on Union stationary, signed by an official of the Union and shall only be used to notify employees of matters pertaining to Union affairs. The notice may remain posted for a reasonable period of time. No material shall be posted which is inflammatory, profane or obscene, or defamatory against any person, organization or faction thereof.

ARTICLE XXII
UNION COMMITTEE

- 22.1 One Union steward or officer shall be granted time with pay during working hours to investigate and to settle grievances with notice and approval from the Department Director which shall not be unreasonably denied.
- 22.2 No Union steward or committee member or representative shall be discriminated against as a result of the performance of legitimate union business.
- 22.3 The Union shall furnish the Company with a written list of its officers and stewards, to a maximum amount of six (6) stewards, immediately after their designation and shall promptly notify the Company of any change in such officers and stewards.
- 22.4 A Union staff representative shall be provided access to all bargaining unit work sites for the purposes of investigating and resolving grievance and discussing unit business with prior notice to the Department Manager and shall not disrupt the work area.
- 22.5 The Union Negotiating Committee shall consist of not less than three (3) employees nor more than four (4) employees designated by the Union who shall be afforded time off with pay required to negotiate agreements. Not more than four (4) employees who constitute part of the Negotiating Committee shall be excused from duty with pay for the purpose of participation and the negotiating of

any agreement, providing reasonable notice is given to the appropriate Department Head.

ARTICLE XXIII
NO STRIKES OR LOCKOUTS/CHANGES OR ADMENDMENTS

- 23.1 The Union and its members will not cause, call or sanction any strike, work stoppage, or slowdown, nor will the Company lockout its employees during the term of this Agreement.
- 23.2 It is agreed that all provisions of this Agreement are binding on each of the parties covered by this Contract.
- 23.3 It is hereby agreed that this Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of this Agreement, except by mutual consent, in writing of the parties hereto.

ARTICLE XXIV
HEALTH AND SAFETY

- 24.1 The Company shall make every reasonable effort to provide and maintain safe working conditions relating to the safety and health of employees.
- 24.2 A Laborers'/ ARAMARK Management Services Limited Partnership Safety Committee shall be appointed, composed of two (2) representatives selected by the Union and two (2) representatives selected by the Company.
- 24.3 Both the Company and the Union shall cooperate in the enforcement of safety rules and regulations and shall promote sound safety practices and rules for the protection of employees and the public. The Company shall make every reasonable effort to provide and maintain safe working conditions with regard to employees' health and safety.

ARTICLE XXV
SEVERABILITY

- 25.1 In the event that any article, section or portion of this Agreement, or any arbitrator's decision rendered under the terms of the Agreement is found to be invalid by a decision of a tribunal of competent jurisdiction, or is unreasonably inconsistent with a national policy of wage and price controls, then such specific arbitrator's decision, article, section, or portion specified in such tribunal decision, or so in conflict, or having such effect, shall be of no force and effect; but the remainder of this Agreement shall continue in full force and effect. In such an

event, either party shall have the right immediately to reopen negotiations solely with respect to a substitute for each article, section or portion.

ARTICLE XXVI
MISCELLANEOUS

26.1 NON-PERFORMANCE OF BARGAINING UNIT WORK

a) Work normally performed within an established bargaining unit shall not be performed by any employee or any other party outside said bargaining unit, except substitutes, or in cases of management training or in cases of emergencies where bargaining unit employees have not reported to work or if there is a change in procedure or methods.

b) SPECIAL PROJECTS – Notwithstanding the above, should the Providence School Department assign the Company a special project which cannot be completed by the bargaining unit work force, the Company shall have the right to utilize non-bargaining unit persons to complete said special project for a period not to exceed sixty (60) days. Said action shall not displace or curtail the straight time work schedule of the bargaining unit work force.

26.2 UNIFORMS – Each regularly scheduled bargaining unit employee shall be provided by the Company with five (5) pants, five (5) long-sleeved shirts, and five (5) summer shirts at the end of the employee's evaluation period on an annual basis.

In addition, the Company will purchase and provide safety shoes to all employees. Shoes are considered part of the regular uniform. Replacement shoes will be provided once every two years as required by normal wear and tear or as determined by the Company. Shoes will remain the property of the Company and will be returned to the Company upon termination of employment or when replaced by the Company.

26.3 UNION HIRING HALL – The Company will contact the Union when job vacancies occur for the purpose of seeking qualified candidates for open positions. The Company will also use other sources for hiring purposes.

26.4 SUCCESSORS/ASSIGNS/TRANSFER OF BUSINESS – This Agreement shall be binding upon the Company named herein, and its successors and assigns, and no provisions herein contained shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, assignment, joint venture or any combination or other disposition of ARAMARK Management Services Limited Partnership at the Providence, Rhode Island School District.

ARTICLE XXVII
TUITION REIMBURSEMENT

- 27.1 The Company will fund a maximum of \$5,000 annually for the total tuition reimbursement program. In the event the maximum of \$5,000 is not utilized during the school year, said monies will not carry forward to the next year on a cumulative basis.

ARTICLE XXVIII
TOTAL AGREEMENT

- 28.1 The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities.

ARTICLE XXIX
TERMINATION OF AGREEMENT


- 29.1 This Agreement shall be effective as of September 1, 2011 and shall remain in full force and effect until the 31st day of August, 2014.

This Agreement shall be automatically renewed from year to year after the 31st m day of August, 2014, unless either party shall notify the other in writing ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the termination date.


This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement to the other party.

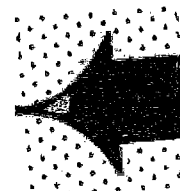
- 29.2 In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the termination date.
- 29.3 In witness whereof, the parties hereto have set their hands this 31st day of January, 2012.

ARAMARK MANAGEMENT
SERVICES LIMITED
PARTNERSHIP, BY:


WILLIAM WILSON
Labor Relations Director

RHODE ISLAND LABORERS'
DISTRICT COUNCIL, on behalf of
LOCAL UNION 226, BY:


RONALD R. COIA
Business Manager



APPENDIX A

- 1) Members of the Building Trades, Mechanical Trades, and Engineering Departments assigned to the second shift shall receive a \$1.50 shift differential in addition to the rates described in Appendix B.
- 2) Members of the Building Trades, Mechanical Trades, and Engineering Departments assigned to the third shift shall receive a \$2.00 shift differential in addition to the rates described in Appendix B.
- 3) Employees currently receiving above the present scale rate as set forth in Appendix B will receive the increases set forth therein over their present Company base hourly rate.
- 4) New employees will receive \$.50 below the scheduled rate for their first year of employment and \$.25 below the scheduled rate for the second year of employment.
- 5) Any bargaining unit member required to possess a license as a qualification of his job shall be reimbursed the cost of the license.
- 6) Lead General Utility Workers who possess a Boiler's License shall be paid an annual stipend of \$500, one half to be paid on December 1 and one half to be paid on May 1. Other bargaining unit members hired before September 1, 2007 who possess a Boiler's License but are not Lead General Utility Workers shall also receive a stipend of \$500.00, one quarter of which to be paid on December 1, March 1, May 1 and August 1, provided that any employee who has refused a request to perform duties which require the use of the license shall forfeit the next due quarterly payment.
- 7) Lead Custodian Premium Rate (paid for all hours in which pay is received)
 - a) High School over 175,000 sq. ft. - \$1.25/hr.
 - b) Middle and Elementary School 100,000 sq. ft. and over - \$1.00/hr.
 - c) Elementary Schools under 100,000 sq. ft. - \$.65/hr.
 - d) Annexes and One Custodian School - \$.50/hr.
 - e) Training Lead - \$2.00 / hr.
- 8) Lead Grounds person Premium Rate - \$.50 per hour for all hours in which pay is received.
- 9) Foremen shall be paid \$2 per hour more than the highest classification supervised.
- 10) The amounts set forth in Appendix B represent wages paid before employee allocation of wages to the cost of health care as provided in Article XIV of this Agreement.
- 11) The Union reserves the right to allocate any or all of the wage increases provided in Appendix B, or portions thereof, to the LIUNA National (Industrial) Pension Fund or the RI Laborers' Health and Welfare Fund in an amount greater than that provided in Article XIV at any time during the term of this Agreement.

APPENDIX B

<u>Building Trades Department</u>	<u>9/1/2011</u>	<u>9/1/2012</u>	<u>9/1/2013</u>
Building Trades Foreman	\$32.57	\$32.57	\$32.82
Carpenter	\$29.42	\$29.42	\$29.67
Locksmith	\$29.23	\$29.23	\$29.48
Glazer	\$27.57	\$27.57	\$27.82
Painter	\$26.24	\$26.24	\$26.49
Master Plumber	\$34.99	\$34.99	\$35.24
Plumber	\$29.09	\$29.09	\$29.34
Master Electrician	\$34.99	\$34.99	\$35.24
<u>Mechanical Trades Department</u>			
Electrician	\$30.62	\$30.62	\$30.87
Master Pipefitter	\$34.99	\$34.99	\$35.24
HVAC Mechanic	\$30.62	\$30.62	\$30.87
Welder	\$30.05	\$30.05	\$30.30
Maintenance Mechanic	\$25.25	\$25.25	\$25.50
Controls Technician	\$34.49	\$34.49	\$34.74
<u>Custodial Department</u>			
Roving General Utility Worker ¹	\$10.83	\$11.08	\$11.33
General Utility Worker	\$10.83	\$11.08	\$11.33
Warehouse Worker	\$16.00	\$16.00	\$16.25
<u>PCTA Fieldhouse/Auditorium</u>			
Events/Utility Worker	\$11.48	\$11.73	\$11.98
<u>Grounds Department</u>			
Grounds Foreman	\$25.48	\$25.48	\$25.73
Athletics Supervisor/Mason ²	\$21.24	\$21.24	\$21.49
Groundsperson	\$12.45	\$12.70	\$12.95
<u>Engineering Department</u>			
Engineering Foreman	\$29.47	\$29.47	\$29.72
Roving/Monitor Engineer	\$20.54	\$20.54	\$20.79

¹ No more than two (2) such positions per zone; additional positions may be added by agreement.

² Estimated 25% of hours worked at Mason's rate; rate to be reviewed and updated, if necessary, quarterly.

APPENDIX C

Providence Hourly Employee Performance Appraisal Report


EMPLOYEE NAME:			
POSITION AND LOCATION:		Hire Date:	
EVALUATOR:		Evaluation Period:	
Please take the time to fill out the evaluation for each employee you oversee at your school. Scoring needs to be objective based on employee performance and observations.			
PERSONAL APPEARANCE- reports to work neat, in full uniform and safety shoes during the course of the day	Always neat & clean and in full uniform Usually neat / clean and in full uniform Sometimes not neat / clean or in full uniform Frequently not neat / clean; Consistently out of uniform	4 3 2 1	
JOB SKILLS- the knowledge of duties, responsibilities, and requirements as well as the ability to adapt to change and process improvements	Demonstrates advanced knowledge of job duties and specifications and shows a willingness to learn Demonstrates appropriate knowledge of duties and specifications Adequate knowledge, however needs additional training Shows little or no knowledge of duties, not willing to learn	4 3 2 1	
QUALITY/QUANTITY - regards to the level or grade of work performed and the amount of work based on Operation Standards, job expectations and/or job description.	Highest level of quality work performed in the time allotted Moderate level of quality work performed in the time allotted Meets unit standards for quality and quantity in the time allotted Below unit standards for quality in the time allotted	4 3 2 1	
INTERPERSONAL SKILLS/COMMUNICATION - ability to effectively work with others; cooperativeness, promotes teamwork	Actively promotes and champions team / customer cohesiveness Able to work with others in a cooperative manner; Satisfactory team player Less than reasonable cooperation; Does not communicate effectively Not willing to work as a team player and does not communicate	4 3 2 1	
PROFESSIONALISM - Customer Service and Relations with Students and the Client, exhibiting appropriate behaviors in the workplace; appearance, courtesy, respect, flexibility, dependability, cooperation, approachability and accountability	Always gets along well with others; Always cooperative with personnel Usually gets along well with others; Usually cooperative with personnel Sometimes gets along with others; Sometimes ignores requests and doesn't cooperate Difficult to get along with or shows obvious resistance	4 3 2 1	
ABSENTEEISM- level of tardiness and/or absenteeism as it relates to the Attendance Policy. Does not include absenteeism as it relates to vacation, FMLA or disability	Never absent or late 1 unexcused absence, never late 2-5 unexcused absences, few times late 7 or more unexcused absences and/or frequently late	4 3 2 1	
SAFETY/RULES AND REGULATIONS- personal regard towards safety, wears PPE, leads by example	Actively promotes safety; Makes safety-related recommendations; Has had no safety violations in the workplace Generally observes safety rules and safe work practices; Meets safety expectations Has had an injury due to unsafe practices Excessive safety violations; Is careless in following safety rules and practices	4 3 2 1	
TOTAL POINT RANGE		OVERALL SCORE (Circle one)	LEVEL DESCRIPTION
23-28 =		4	<input type="checkbox"/> Exceeded Expectations
17-22 =		3	<input type="checkbox"/> Met All Expectations
11-16 =		2	<input type="checkbox"/> Approached Some Expectations
0-10 =		1	<input type="checkbox"/> Failed To Meet Expectations
Employee Comments:			
Employee Signature & Date			
Manager Signature & Date			

EXHIBIT 4

LOCATIONS TO BE SERVICED BY ARAMARK

School Name	Gross Square Feet
304 Pearl Street (clean only)	10,000
Admin and 379 Washington	66,700
Achievement First (60,000 GSF occupied)	1761,385
ASA Messer Annex Elementary (closed)	20,038
ASA Messer at Bridgham Elementary	109,255
Alvarez High School	88,000
A-venture Academy	13,182
BJ Clanton	103,000
Broad Street Elementary	77,899
Carl Lauro Elementary	148,054
Carnevale Elementary	78,000
Central High School	243,000
Classical High School	216,109
E3 Academy	44,280
Edmund Flynn Elementary	79,800
Esek Hopkins Middle	87,560
George J. West Elementary	112,030
Gilbert Stuart Middle School	169,000
Hope High School	257,089
Juniata Sanchez Complex	110,000
Kizirian Elementary	73,950
Leviton Complex – Fortes & Lima	237,600
Lima Annex	47,500
Martin L. King Elementary	77,000
Mary Fogarty Elementary	51,400
Mt. Pleasant High School	320,000
Nathan Bishop Middle School	136,000 (APPA II)
Nathaniel Greene Middle School	169,000
Pell Complex(Springfield and Delsesto)	148,000
Pleasant View Elementary	74,800
Providence Career & Technical Academy	296,000
Reservoir Avenue Elementary	22,000
Robert Bailey Elementary	78,000
Robert Kennedy Elementary	57,645
Roger Williams Middle School	169,000
Sackett Street Elementary	79,942
Spaziano Annex	19,585
Spaziano Elementary	60,000
Vartan Gregorian Elementary	57,789
Veazie Street Elementary	110,000
Webster Avenue Elementary	44,290
West Broadway Elementary	60,775
William D'Abate Elementary	45,350
Windmill Street Elementary (closed)	105,000
Total	4,745,007

EXHIBIT 5

COMPENSATION FOR CERTAIN ADDITIONAL SERVICES

In addition to the terms of Section 5(a) of the Agreement, the Parties agree to the following additional optional alternative service terms, which may be engaged and/or elected upon their respective separate mutual agreements in writing executed by duly authorized personnel of the respective Parties:

ALTERNATE 1: Responsibility for all District Related Overtime Setups, Event Management, etc.

In the event that the District's buildings expand to include unbudgeted overtime costs for event setups, cleaning after events, and standby services, the District may request that Aramark provide all overtime and setup costs associated with District or City-related non-academic activities for an annual lump sum fee of \$900,000.

ALTERNATE 2: Incorporates Ancillary City Support Functions Within the Aramark

Scope

At the District's request, Aramark will manage additional ancillary functions, outside of current scope of work, for the District and the City of Providence at cost plus a 10% management fee. Such ancillary services may include upon the District's election:

A. Consolidating Warehouse and Central Storeroom Functions with Daily Facilities Operations.

- Utilize Aramark Customer Service to coordinate all move requests.
- Allow Aramark to apply the same process it has in the areas it manages currently to better organize the operating model.
- With Aramark oversight and training, the current manager will organize storage rooms and stockrooms District-wide as well as oversee the outsourced movers.
- Aramark will coordinate a better delivery schedule with WB Mason to ensure stockroom orders are timely, properly received, and that supplies are not over-ordered. As with the balance of our contract, performance based fee at risk criteria would apply to our commitment for this service.
- Aramark will report on all activity as part of its Monthly Joint Review with the District and the City and as part of every monthly review with each principal.

B. District Events Management

- Upon the District's election, Aramark may utilize the CHPS Building Service model across the District and manage events centrally.
- The Customer Service Center will act as the funnel for building use District-wide to insure the events follow District policy, are properly staffed, the buildings are prepared to receive the events, and revenue is received where applicable.
- Aramark will review building use with principals and the District as part of the Monthly Joint Review.
- Aramark will provide monthly updates on cost and revenue for events to help the District make changes to building use based on available resources.
- This event process could incorporate summer program scheduling for all the same advantages and efficiencies.
- Aramark would oversee this program with the current District manager.

C. Plant Maintenance

- Aramark will oversee day-to-day operations of District plant maintenance. Aramark Customer Service will be the single point of contact for the District for any facility related service requests.
- Aramark will review all vendor contracts and review actual service delivery to insure vendors are meeting expectations.
- All data from the plant maintenance functions will be incorporated into Aramark's monthly reporting to the District.

D. Other Support Functions

- Aramark proposes to set up its encumbrance and invoice tracking tools for all District facilities purchasing.
- Aramark will incorporate this data into its monthly reporting to the District.
- Aramark will manage other vendor inquiries and will advise the District regarding the same.
- Aramark will cooperate and consult with the District in connection with the investigation, remediation and abatement of Hazardous Substances. While District shall maintain the responsibility to engage applicable qualified third party service providers in connection with such investigation, remediation and abatement, Aramark shall coordinate such efforts with the District in a mutually agreed manner and shall further (1) supervise and assist the District with the maintenance of records required by AHERA, and MSDS safety sheets as required by law and (2) provide applicable training to staff regarding AHERA awareness, the safe handling of cleaning products and the proper handling and cleanup of blood borne pathogens in connection with the services provided under the Agreement.
- Aramark will provide coordination, administrative oversight and/or management regarding the following additional services (as applicable) to be supplied by third parties, which may be engaged directly by the District or by Aramark, as the parties may mutually agree:
 - Elevator maintenance
 - Pest control
 - Waste hauling
 - Recycling
 - Fire safety systems
 - Building alarm maintenance and building monitoring (but not security)
 - Furniture moving
 - Snow removal and sanding (Sand removal at the end of winter season)
 - Bell chime maintenance and scheduling
 - Office supply acquisitions

Aramark guarantees that the cash savings and/or cost avoidance of any managed ancillary function will equal or exceed the total of the applied 10% management fee. If the District's cash savings and/or cost avoidance do not exceed the 10% management fee, Aramark will refund an amount up to such 10% management fee paid to Aramark for such ancillary services. Costs will be invoiced monthly with requested backup provided.

ALTERNATE 3: Capital Project Management

At the District's request, Aramark will provide capital project management of District's and/or the City of Providence's outsourced service providers, including but not limited to boiler replacements, heating system repairs, infrastructure upgrades, and/or architectural renovations, for a management fee of 10% of project cost.

ALTERNATE 4: Energy Management

At the District's request, Aramark will provide the District with a comprehensive energy management program that targets 10% (estimated at \$500,000) or greater annual energy savings. The Aramark compensation for such services shall be mutually agreed by the Parties in writing in advance. The Parties intend that the energy program implementation costs (including Aramark's compensation) will be paid out of the anticipated savings with all remaining savings being retained by the District. Aramark's costs shall include management expenses that would be required to design, implement and execute our energy program. The Parties further agree on capital investment terms relating to this project as part of the program implementation, all such terms to be mutually agreed in writing in advance of election of this option. The District's reasonable cooperation with execution of any such comprehensive energy management program shall be required and a pre-requisite to any established financial targets.

FORM II- ALTERNATE PROPOSAL(s) PRICING YEAR-ONE

Alternate Proposals will only be considered after Compliance with Base Specifications

		Total Charge
Alternate 1 - describe in detail	Alternate 1 total cost	\$900,000.00
Supplemental Billing for Events and Overtime - Aramark Managed P&L for all District Related Overtime for Events, Setup and Tear Down, Including Costs for Sonitrol Coverage.	Full P&L Responsibility for All Event & Overtime Coverage to be Billed Monthly over a Twelve Month Period.	
Alternate 2 - describe in detail	Alternate 2 total cost	\$0.00
City Assigns Aramark to Manage Various City Support Functions - District Warehouse & Central Storeroom - District Events Management - Plant Maintenance - Other Admin. Services Required by City	Direct Cost Pass-through at Cost Plus 10% Management Fee. Aramark Guarantees Savings of Minimum of 10% on Total Cost as Managed by Aramark. Aramark Operational Efficiencies will Manage these Functions with no Incremental Costs to the City.	
Alternate 3 - describe in detail	Alternate 3 total cost	10%
Aramark Provides Capital Project Management to any Assigned Projects Consistent with the Current Contract.	10% Management Fee for Capital Project Services. The City has had NO Increases Over the Past 9 Years for Similar Work. This Fee is approximately 2/3 Less Than Current Market Place Pricing for Comparable Services.	
Alternate 4 - describe in detail	Alternate 4 total cost	\$0.00
Energy Management Aramark Believes, Based Upon the Information Provided in the RFP, Aramark will be able to Save the District a Minimum of 10% of the Current Annual Costs. Aramark will Supply Operational Support and Capital as Needed.	10% Management Fee with Minimum Guaranteed Savings of 10%	

EXHIBIT 6

ARAMARK OPERATIONS TEAM

Aramark represents that throughout the Term of this Agreement, Aramark will provide a minimum of 12 managers, the complexion of which shall change from time to time. Upon the District's request, Aramark will provide an organizational chart of such positions. Set forth below is the initial implementation structure proposed by Aramark:

- General Manger
- Senior Director of Operations
- Unit Controller
- Director, Technical Services
- Manager, Special Projects
- Human Resources Manager
- Safety and Training Manager
- Community Relations Manager
- Manager, Mechanical Trades
- Facility/Building Trades Manager
- Facility Manager -CHPS Buildings
- Custodial Zone Manager
- Custodial Zone Manager
- Custodial Zone Manager
- Office Manager
- Financial Analyst
- Financial/Payroll Analyst
- Customer Service Manager
- Customer Service Representative

EXHIBIT 7

PERFORMANCE GUARANTEE

- 1. Generally.** The Management Services program includes a performance guarantee that may result in a credit to the District of up to 1% of the Aramark Fee (each, a "Performance Credit"), depending on the outcome of the results of a third party Quality Review Consultant review contracted by the District to facilitate and administer the survey process consisting of three annual random reviews of the District's Facilities. The random review periods are as follows:

Review Period 1	August, September, October, November
Review Period 2	December, January
Review Period 3	February, March, April, May

Review Periods 1, 2 and 3 will encompass 100% of all District schools to determine the APPA Level of Cleanliness, with two (2) additional random reviews comprising 50% of the District's schools. The Management Services provided under these random performance reviews shall be provided in accordance with APPA Service Level 3, except for CHPS which will be serviced in accordance with APPA Service Level 2. Review Period results averages must meet or exceed the applicable APPA Service Level for the respective Facilities (APPA 2 for CHPS buildings and APPA Level 3 for all other Facilities). If the Review Period results averages fail to meet the applicable APPA Service Level, Aramark will provide the District with a credit of one third (1/3) of the Performance Credit. In addition, if the quality average for all buildings, sites and work orders exceed the applicable APPA Service Level, but the quality level for an individual building, work order or site fails to achieve the applicable APPA Service Level, the District shall be entitled to the following invoice credits:

Service	Penalty for Failure to Achieve Applicable APPA Service Level
Custodial	\$1,000 per individual building/school failure to a maximum of \$20,000 per review period
Grounds Maintenance	\$500 per site failure
Corrective Maintenance	\$1000 per failed work order

- 2. Semi Annual Tracking with Annual Reconciliation.** Results will be tracked three times during the Term of this Agreement, in accordance with the above-mentioned Review Periods (a "Semi-Annual Measurement Period"), and will be reconciled after the end of each "Annual Measurement Period." District and Aramark will measure APPA Service Level quality satisfaction based on agreed APPA Service Level requirements, notwithstanding any provision to the contrary herein, in no event shall the District be entitled to receive, in the aggregate per contract year, credits pursuant to the terms of this Exhibit 7 in excess of the Performance Credit (i.e. 1% of the Aramark Fee is the annual cap on such credits/penalties/etc.).

3. **Assumptions.** The Performance Guarantee is based upon the assumption that the District will not unilaterally reduce or change the funding or scope of services as defined in this Agreement. Actions and events that occur outside the scope of control of Aramark may impact the ability of Aramark to deliver the services per the contract, and in such instances, Aramark will be exempt from the Performance Guarantee. Aramark will manage vacancies to ensure attainment of Targets Scores agreed by the Parties.
 4. **Annual Reevaluation.** The Parties will meet on an annual basis, in good faith, to reevaluate Target Scores and allocation of Performance Credit amounts for each upcoming Annual Measurement Period, and any agreed changes will be set forth in a written amendment at least thirty (30) days in advance of the upcoming Annual Measurement Period.
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19-20 ALAMARK

SECOND AMENDMENT TO MANAGEMENT SERVICES AGREEMENT

THIS SECOND AMENDMENT TO MANAGEMENT SERVICES AGREEMENT (this "Second Amendment") is made and entered into as of October , 2018 by and between the PROVIDENCE SCHOOL DEPARTMENT ("District" or "Board"), and ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP, a Delaware limited partnership ("Aramark") and further amends that certain Management Services Agreement by and between District and Aramark, dated as of October 31, 2014 (the "Original Agreement"), as previously amended by that certain First Amendment to Management Services Agreement dated as of March 31, 2015 (the "First Amendment"; the Original Agreement and the First Amendment, collectively, the "Agreement"). District and Aramark will be referred to jointly as the "Parties" and individually as a "Party."

WHEREAS, pursuant to the First Amendment, District and Aramark set forth the terms and agreements in connection with the District's election to engage Aramark for certain additional optional alternative services as contemplated in Exhibit 5 of the Original Agreement;

WHEREAS, pursuant to Section 8(i) of the Agreement, District and Aramark desire to further amend the Agreement, including, without limitation, a supplement to the CPM Services (as defined in the First Amendment) and an extension of the term of the Agreement, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and intending to be legally bound hereby, the Parties hereto agree that the Agreement is hereby amended as follows:

1. **Extension of Term.** Pursuant to Section 2 of the Agreement, the Initial Term shall expire on November 12, 2019 and the Parties have the right to extend the Term through renewals for up to five (5) additional years (up to November 12, 2024). The Parties have agreed to exercise certain of such renewals in order to confirm extension of the Term of the Agreement to November 12, 2023 (i.e. four of the five optional renewal years). To evidence and memorialize the foregoing accordingly, the Parties agree that Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

"2. Term; Renewals.

The term of this Agreement will begin on November 13, 2014 (the "Commencement Date"), and will continue for (a) an initial period of five (5) years continuing until November 12, 2019 (the "Initial Term") and (b) an additional period of four (4) further years commencing November 13, 2019 and ending November 12, 2023 (the "First Renewal Term"); it being acknowledged and agreed that the First Renewal Term shall be deemed to automatically follow expiration of the Initial Term and extend this Agreement to end date of the First Renewal Term as described above. Thereafter, this Agreement may be further

renewed upon the mutual agreement of the Parties and subject to terms agreed to by both Parties for up to one (1) additional consecutive term of one (1) year (if applicable, the "**Second Renewal Term**"). Aramark will contact the District to discuss the Second Renewal Term or expiration of the First Renewal Term not later than ninety (90) days before the date on which the First Renewal Term would otherwise end. The Initial Term together with the First Renewal Term (and the Second Renewal Term, if agreed upon by the Parties), shall be referred to herein, collectively, as the "**Term**".

2. Section 1 of the First Amendment to the Aramark contract, March 31 2015, entitled "Capital Project Management" shall be amended to add the following subsections:

(d) CPM Services Supplement.

- i. Services. The Parties agree to continue the CPM Services during the Term in accordance with the terms and provisions set forth in Section 2 (and all subsections thereof) of the First Amendment.

- ii. Additional Capital Contribution. In consideration of the terms of this Second Amendment, Aramark agrees to make a financial commitment to the District in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "**Additional Capital Projects Financial Commitment**") for use by the District to fund roof repairs as well as additional capital project work, and to cover the CPM Services fees. Aramark must follow standard City procurement processes (bidding, piggybacking, and the normal treatment as though Board of Contract and Supply authorization had been obtained) in its selection of a vendor to perform the roof work. The Additional Capital Projects Financial Commitment shall be amortized on a straight-line basis beginning on the date such Additional Capital Projects Financial Commitment funds are disbursed and ending on November 12, 2023. Without limitation of the foregoing, the Parties intend that Aramark fully fund the Additional Capital Projects Financial Commitment and disburse the same to the District on or about November 13, 2018. In the event that the Agreement expires or is terminated by either Party for any reason whatsoever prior to complete amortization of the Additional Capital Projects Financial Commitment (to the extent disbursed), the District shall pay Aramark, or shall cause a successor contractor to pay Aramark, an amount equal to the unamortized portion of the Capital Projects Financial Commitment (to the extent disbursed), as of the date of such expiration or termination. For purposes of clarity, the Additional Capital Projects Financial Commitment shall be in addition to, and separate from, the Capital Projects Financial Commitment set forth in the First Amendment, the terms of which remain in full force and

effect.

(e) Either party may bring in a third-party vendor to review work and inspect mechanical systems and various work orders. If normal maintenance activities would have maintained a system or facility and third party review discloses that such maintenance was not appropriately performed, the party whose responsibility it was to provide such maintenance will be liable to repair or replace the non-functional system or facility.

3. Operational Matters. The Parties hereby agree to delete Sub-sections 3(c) and 3(e) of the Original Agreement and replace the same with the following:

“(c) Joint Review. The Parties' representatives will meet on a regular basis, at least once every three weeks, to review and discuss any ongoing operational matters relevant to the Management Services under this Agreement. A Joint Review Committee ("JRC") shall be formed and comprised of at least three (3) District representatives with the authority to speak on behalf of the District with regards to maintenance, finance, and purchasing, and three (3) persons from Aramark. The purpose of the JRC will be to serve as a checkpoint for the review of:

- Performance by Aramark of the Services;
- Invoices submitted by third party vendors to Aramark which are subject to reimbursement by the District;
- Work noted by Aramark as “beyond scope” accompanied by an explanation as to why it is deemed as such (which the District reserves the right to challenge);
- Anticipated maintenance including classification of that maintenance as “Emergency,” “Urgent,” “Normal,” or “Preventative” per the categories outlined to be utilized for work orders in Exhibit 1, Section 1 “Work Orders” of this Agreement; and
- The monthly review report referenced in Exhibit 1, Section 6, Sub-section A “Monthly Joint Review” of this Agreement.

Additionally, JRC convenings will be utilized:

- To jointly determine next steps following review of the above including the utilization of District contracts, awards, and vendors; the decision to contract third-parties; consider cost-effective options; and clearly communicate timeline expectations; and
- For the submission of the data from Aramark to the District as outlined in Section 8 “General Provisions,” Sub-section C “Computer Matters” of this Agreement.

The JRC shall hold its first meeting no later than forty-five (45) days from the Commencement Date and thereafter shall have regular

meetings.”

“(e) Purchasing. Aramark shall manage and pay for all purchases of products, supplies, equipment, and services utilized in the Management Services through Aramark's purchasing program as well as City of Providence awarded contracts, and purchase orders issued for non-mechanical/electrical/plumbing and non-custodial supplies as approved at JRC convenings or otherwise in accordance with this Agreement. Aramark will at no point have the authority to authorize the use of District awarded contracts beyond the limitations approved via procurement processes in compliance with all local policies. The District is entitled to receive the benefit of all local pricing, if any, Aramark may receive from its distributors and suppliers. Aramark shall be entitled to receive and retain all cash discounts received for its early payment of invoices and all other discounts, rebates, and allowances otherwise available to Aramark under its arrangements with distributors and suppliers.

In the event of emergent circumstances where the state of facilities may be in question as it relates to threats to public health, welfare, and/or safety, a process to obtain a “notice to proceed” (NTP) may be utilized in lieu of discussion at the next scheduled JRC convening in the interest of making timely decisions. Utilizing a form pre-approved by both Aramark and the District, written approval must be sought from parties who have authority with regards to maintenance, finance, and purchasing.

In the event that Aramark pays for products, supplies, equipment, and services which are District's responsibility in order to expedite the purchase of such items, all such purchases shall be accounted for as a direct cost of operations and shall be reimbursed promptly by District. The determination to purchase such products, supplies, equipment, and services in the interest of expediting acquisition must be approved via consensus reached at JRC convenings, by obtaining written NTP from the District or as otherwise may be expressly permitted pursuant to this Agreement. Without such approval, the District will not be held accountable to reimburse Aramark for such expenses. Unless otherwise expressly stated herein, all such purchases made by Aramark to expedite purchasing shall be titled in the name of the District (using District's tax identification information) and used solely in the Management Services.

To the extent that Aramark provides products or supplies to District on a cost-reimbursable basis, Aramark is 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.

In the event an affiliated company or division of Aramark furnishes products, supplies, equipment, or services necessary to the efficient operation of the Management Services, charges to District for such products, supplies, equipment, or services shall be competitive with the cost of obtaining such products, supplies, equipment, or services from an independent source in the open market."

4. Agreement to Remain in Effect; Capitalized Terms. Except to the extent set forth in this Second Amendment, and as amended hereby, the Agreement shall remain unmodified and in full force and effect. This Second Amendment is hereby incorporated into and made part of the terms and conditions of this Agreement. To the extent that there is any conflict between the provisions of this Second Amendment and the Agreement, the provisions of this Second Amendment shall control. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
5. Counterparts. This Second Amendment may be executed in multiple counterparts, including, without limitation, by facsimile and electronic format, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, Aramark and the District have caused this Second Amendment to be signed by their respective, duly authorized representatives on the day and year set forth below.

**ARAMARK MANAGEMENT SERVICES
LIMITED PARTNERSHIP**

By its General Partner, ARAMARK SMMS LLC

By:


Christian Dirx, Authorized Signatory

Date:

11/8/18

PROVIDENCE SCHOOL DEPARTMENT

By:


Christopher Maher
Superintendent

Date:

11/2/18

Approved as to form and correctness:


Jeffrey Dana, City Solicitor

11/2/18