

**EXHIBIT A: RITE AID LOT SWEEPING SPECIFICATIONS 2011**

**TO: RITE AID Lot Sweeping Maintenance Subcontractors**  
**FROM: USM, Inc.**  
**RE: 2011 Lot Sweeping Services**  
**DATE: January 1, 2011**

THIS AMENDMENT (“AMENDMENT”), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ is to the Subcontractor Agreement between \_\_\_\_\_ (“Subcontractor” or “you”) and USM, Inc. (“USM” or “us”).

1. You are an experienced parking lot maintenance company with a minimum of three (3) years of experience that desires to provide service on behalf of us at one (1) or more RITE AID store locations.
2. If awarded, we agree to assign you to one (1) or more RITE AID locations subject to your compliance with all terms of your Subcontractor Agreement, as amended herein.

NOW THEREFORE, for good and valuable consideration, you and USM agree to the terms of this Amendment.

This Amendment sets forth the specifications (“Specifications”) that detail the lot sweeping services for Rite Aid retail stores (“Services”). The Services will include the sweeping from all driving aisles, sidewalk areas, handicap ramps, parking lots, and all entranceways and exits designated the responsibility of Rite Aid (“Surface”). You are required to provide such Services consistent with this Amendment.

**I. LOT SWEEPING, TRASH PICK UP and DEBRIS REMOVAL: GENERAL**

- A. Vendor shall perform Lot sweeping, Trash Pick Up and Debris Removal in such a manner so as to ensure that at the end of each day’s service that all papers, debris, and filth are removed and leave the areas in a clean and orderly condition. Vendor shall provide Lot Sweeping, Trash Pick-up and Debris service **according to frequency on exhibit.**
- B. Vendor shall provide sweeping of all hard-scape areas including sidewalks, drives, roads, fence lines, aisles, parking areas, gutters, exterior truck docks and receiving areas, emergency exit and vendor pads, ramps and walkways, that are Rite Aid’s responsibility to maintain. All such work shall be done in a professional manner utilizing all necessary tools, labor and equipment to ensure the job is thoroughly completed. Power blowers may be used to gather materials for complete collection by other means. All equipment shall operate properly and as quietly as reasonably possible.
  1. Sweeping shall be performed between the hours of midnight and 8 A.M., as permitted by local ordinances. Contractor shall assume the full responsibility of determining permissible hours of service from governing bodies or neighborhood restrictions, and complying with the same. Vendor shall complete the sweeping operations at least 15 minutes prior to building opening for business.
  2. In the event of weather or severely inclement weather, daily sweeping will re-commence when bare pavement is reached, but hand picking shall be done as scheduled regardless of weather conditions.
- C. Vendor shall proactively remove trash and debris from all parking lot areas, exterior dock and compactor areas, sidewalks, landscape, gutters and planter areas at all store locations.
- D. Vendor is required to get out of the truck and pick up any and all debris from the property that the truck cannot reach or that is too large for the truck to sweep up.
- E. Vendor shall ensure that all designated exterior areas are clean and free of trash, debris and other refuse, at least 15 minutes prior to building opening for business. Vendor shall, if necessary, make a return trip to meet the foregoing requirement.
- F. All debris removed from the site shall be disposed of off-site by Vendor in compliance with all federal, state and local laws and ordinances.

**II. FINES AND PENALTIES**

You are solely responsible for the full amount of any and all fines, costs and/or penalties assessed to RITE AID by any municipality or similar agency for any issues or items relating to the areas you service in relation to these specifications. You agree to issue payment for the above fines, cost and/or penalties pursuant to this Amendment to the Subcontractor Agreement.

**III. INTEGRATED VOICE RECOGNITION (IVR) REQUIREMENTS**

USM, Inc. requires **ALL lot sweeping vendors** to check in through the use of an Interactive Voice Response System (IVR). **This policy is mandatory and will be evaluated with zero tolerance. If you do not call in the designated IVR system as described below, you will not be paid for this service.**

**Optional validation:** If you do not call into the IVR system as stated above you may return the work order for that service with a signature from a member of Rite Aid store management. **The signed work order must be submitted to USM within 10**

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**days from the service date.** Work Orders will be emailed or faxed from your USM Account Coordinator at a minimum of two times a month. On each work order will be a 7 digit PM number for each service. You will need this number to make your IVR call in.

### A. TO CHECK IN

- A. **Arrive on site.**
- B. Dial 1-866-532-9931
- C. Enter 2 for Standard Prompts.
- D. Enter 5 digit Pin – 70015 - and press #.
- E. Enter the 7 digit PM - number associated with the scheduled service you are doing and press #.
- F. Press 1 for check-in.
- G. Select the number of technician's present. (1, 2, etc)
- H. Hang up.

### PERFORM SERVICE PER SCOPE AS USUAL

### B. TO CHECK OUT

1. Dial 1-866-532-9931.
2. Enter 2 for Standard Prompts.
3. Enter 5 digit Pin – 70015 - and press #.
4. Enter the 7 digit PM - number associated with the scheduled service you are doing and press #.
5. Press 1 for Work has Been Completed.
6. Hang up.

## IV. OPTIONAL SERVICE: LARGE DEBRIS REMOVAL

- A. Large debris is defined to include but not limited such items as furniture, appliances, major tree limbs, tires or other large items not normally encountered and of a size to prevent pick up and removal by power sweeper or reasonable manual methods.
- B. Subcontractor shall inspect the site each day for large debris and promptly notify USM of any large debris left on the site and give an estimate to complete the service.
- C. The service **MUST** be approved by USM before the service can take place. A Work Order will be issued by USM for large debris removal based upon the agreed price prior to service. Subcontractor shall commence with and complete debris removal within 24 hours of receipt of the work order, except as may be agreed to and indicated on the work order.

## V. SUBCONTRACTOR'S RESPONSIBILITIES

- A. Subcontractor shall be responsible for reviewing the site and being familiar with all existing site conditions affecting the services required under the specifications contained herein.
- B. Subcontractor shall ensure that the person or persons performing the work referenced herein shall be fully informed of the scope and standards of service required and all such areas in which the services are to be performed, and shall clearly communicate all updates to site plans and scope of work to said personnel promptly upon receipt from USM.
- C. Subcontractor shall perform all services necessary and provided for herein in a safe and professional manner and comply with all applicable federal and/or state OSHA regulations and guidelines, and local codes or ordinances (including noise or time restrictions regulated by State, City or Neighborhood ordinances or requirements).
- D. Vendor shall commence performing the lot sweeping and trash pick upon the dates determined by Rite Aid and set forth by USM, Inc. in the frequency as stipulated in Exhibit B. and confirmed on USM supplied Work Orders.
- E. Vendor shall perform all of its services in such a manner so as not to unreasonably interfere with business operations or any activity in the Common Area.
- F. Vendor's vehicles shall be marked with the Vendor's name, logo, and phone number.

## VI. SCHEDULING

- A. Modifications to the specific days of service must have documented USM approval.
- B. Inclement weather is not a valid cause for missed services. Manual trash pick up and debris removal service shall be required in the case of weather conditions preventing mechanical sweeping of the property.
- C. Should weather conditions create unsafe, hazardous conditions (i.e. Severe Weather, Major Snow Events) or otherwise prevent the provision of service, you shall provide a service at the next available time in which the conditions have subsided.

## VII. ENVIRONMENTAL PRACTICES

Subcontractor's Initials: \_\_\_\_\_

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- A. Where available, subcontractor will abide by all local regulations regarding green waste procedures. In addition contractor will endeavor to utilize such facilities wherever possible and shall keep detailed records of quantity and type of materials disposed at any green waste facility.
- B. Subcontractor will be required to proactively investigate and inform USM of any local regulations and guidelines regarding storm water management, wetland, and wildlife infringement regulations. Furthermore subcontractor will abide by said regulations and be solely responsible for compliance, including but not limited to chemical and/or material contamination and physical alterations.

**VIII. INVOICING**

- A. You are required to submit an invoice ASAP, but within 10 days after a Service has been completed. **All invoices submitted to USM must contain the Rite Aid Work Order Number you received from the IVR for each Service you invoice.** You waive your right to bill for any Service not invoiced within 10 days, as USM will be unable to bill Rite Aid for those Services. **All invoices must be mailed to:**  
**USM Inc.**  
**Attention: RITE AID Exterior Services Group,**  
**1880 Markley Street, PA, 19401**  
**OR FAX to: 610-292-8308**
- B. Please follow up with your USM Account Coordinator if you have not received payment within 60 days from the date that you submitted your invoice. Our ability to bill Rite Aid depends on your compliance with our invoicing procedures. Therefore, you assume the risk of non-payment or delayed payment based on your failure to comply with these procedures.
- C. **No payments will be made to any vendor until all contractual documents have been signed and forwarded back to USM, Inc., including but not limited to the contract, insurance documents, exhibits and specs, and any and all other items that USM, Inc. requires. There will be no exceptions to this rule.**

**IX. SUBCONTRACTOR COMPLIANCE**

- A. No agreement and/or payment will be made until all contractual documents that USM requires have been submitted. These documents include, but are not limited to, the USM subcontractor agreement, liability insurance documents, worker compensation insurance documents, specifications labeled Exhibit A, pricing labeled Exhibit B, a current employee list, a verifiable I-9 document for each employee and any and all other items that USM requests. If you fail to submit all documentation prior to commencing services, you risk non-payment
- B. If USM is directed to do so by RITE AID, you shall register on RITE AID's electronic compliance review portal.
- C. **If you provide Services and have not signed a Subcontractor Agreement, you agree to be bound to all of the terms and conditions of USM's Subcontractor agreement. You can request a copy of USM's Subcontractor Agreement by calling 1-800-355-4000 and asking for the Compliance Department.**

**X. COMMUNICATION**

- A. You must provide USM with telephone numbers where USM can contact you seven (7) days a week, twenty-four (24) hours a day.
- B. You shall inform USM immediately when any damage is observed whether caused by you or not.
- C. You shall inform USM immediately of any equipment breakdown before, during or after a service.

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Office Phone

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Cell  
Phone

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Email

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Fax

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Subcontractor Company Name  
*(Please Print)*

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Subcontractor Representative Name  
*(Please Print)*

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Date

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Subcontractor Representative Signature