STATE OF UTAH CONTRACT

CONTRACT NUMBER: 023089

1. CONTRACTING PARTIES: This contract is between the following Agency of the State of Utah:

Transportation	810	Central Maintenance	referred to as STATE and the following:
Agency Name	Agency Code	Division	

CONTRACTOR: Bach Property Management
Name
2785 West 9000 South
Address
West Jordan | Utah | 84088
City | State | Zip Code

Brian Rindlisbacher
Contact Person

(801) 566-2224
Phone Number

LEGAL STATUS OF CONTRACTOR
- ____ Sole Proprietor
- ____ Non-Profit Corporation
- X For-Profit Corporation
- ____ Partnership
- ____ Government Agency

87-0537628	93742A	97160000000
Federal ID#	Vendor Number	Commodity Code(s)

2. CONTRACT TYPE AND PURPOSE:

Firm Fixed Price Contract to provide Property Management Services of State Owned Brake Test Areas, View Areas, Rest Areas and Welcome Centers.

3. PROCUREMENT: This contract is entered into as a result of the Procurement process on bid RM2055
Requisition # 810 25200000006 ,FY 2002 .

4. CONTRACT PERIOD: Effective date: 12/01/01 . Termination date: 11/30/03 , unless terminated early or extended in accordance with the terms of this contract. Renewal Options (if any): Three (3) One-Year Options .

5. CONTRACT COSTS: CONTRACTOR will be paid a maximum of: $3,300,000.00 for costs authorized by this contract.

6. ATTACHMENT A: Division of Purchasing's Standard Terms and Conditions.
ATTACHMENT B: Statement of Work. with Appendices A, B and C, and Exhibit A
ATTACHMENT C: Pricing
ATTACHMENT D: Special Terms and Conditions

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
A. All other governmental laws, regulations or actions applicable to the goods and/or services authorized by this Contract.
B. Utah State Procurement Code, Procurement Rules and Contractor's responses to Bid # RM2055 dated 10/30/01 .

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Bach Property Mgt. by:
Contractor's Signature

Bach Property Mgt.
Contractor's Name

Vice President
Title

STATE OF UTAH

Agency Signature

DEC 14 2001
Division of Purchasing

CONTRACT RECEIVED AND PROCESSED BY DIVISION OF FINANCE
Division of Finance

ENT'D FEB 22 2005

APR 25 2005

Paul Rottmann	(801) 965-4078	(801) 965-4073	prottmann@dot.state.ut.us
Agency Contact Person	Telephone Number	Fax Number	E-mail

Revision date: 11/1/2000

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.

2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.

4. **RECORDS ADMINISTRATION:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

5. **CONFLICT OF INTEREST:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.

6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.

7. **INDEMNITY CLAUSE:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.

8. **EQUAL OPPORTUNITY CLAUSE:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.

9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.

10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.

11. **DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

13. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.

14. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

ATTACHMENT B: STATEMENT OF WORK

I INTRODUCTION AND BACKGROUND

The Utah Department of Transportation (UDOT) requires the services of an experienced property/facility management firm to provide a full range of property management activities associated with the operation, administration and maintenance of State Owned Brake Test Areas, View Areas, Rest Areas and Welcome Centers, hereinafter known as Rest Areas. UDOT is engaging special skills and opportunities afforded by the private sector to provide a full range of services for these Rest Areas. For purposes of this writing, property/facility managers, hereinafter referred to as Contractor is defined as Bach Property Management, devoted to managing and maintaining the investment and physical features of State's property. To fulfill the responsibilities, the Contractor has a working knowledge of property maintenance, accounting, insurance, real estate laws, contracts, and human relations and business administration.

II GENERAL INFORMATION

A. This writing establishes a two (2) year contract with three (3) one-year renewals for services as described in this Statement of Work.

B. The Rest Areas are spread geographically across the State of Utah. The Contractor shall coordinate groupings for management planning and supervisory purposes with the State Representative.

C. Unless noted otherwise, costs for all goods and services required in this contract shall be borne by the Contractor.

III CONTRACTOR DUTIES and RESPONSIBILITIES

A. All items described in this section are required deliverables and requirements. Proposers agree to comply with every item in this section. The Contractor shall be responsible for all aspects of managing, operating, maintaining and administering all agreed upon State Rest Areas. This includes but is not necessarily limited to providing the following services. The scope of work listed in this section applies in it's entirety to full time rest area areas only. Full time rest areas are defined as those sites requiring a site attendant for a minimum of 8 hours per day, seven days per week. The scope of work defined herein shall be modified for other rest areas per the individual requirements of each site.

1. Personnel

a. Contractor has outlined a staffing and management plan to demonstrate how they will meet the objectives of this contract. Appendix C is the score sheet by which each Rest Area shall be graded by the State on a monthly basis. This inspection shall be random and unannounced. The requirements listed therein and those listed below are the required minimum services needed for each rest area. The rest areas shall be maintained at a minimum of a B level at all times.

b. Site Attendants - Each full time Rest Area is required to have a Site Attendant on duty in accordance with Duty Hours outlined in Appendix B. Full time is defined as a minimum of 8 hours per day during the season of operation for each rest area. This person shall be considered a Level 1 service position. Level 1 service includes but is not limited to maintaining the Rest Area in a clean and orderly condition, assuring that supplies are maintained, providing basic lawn and site care, emptying trash and other basic cleaning duties. Part time rest areas are required only to have attendants on site for the number of hours listed on Appendix B. Part Time Rest Area hours are not required to be consecutive. Responsibilities at part time Rest Areas shall be the same as the full time Rest Areas but shall be adjusted to specific site conditions . Site attendants are required to have basic English speaking communication skills.

All site attendants shall be trained in the duties and responsibilities required of a Level 1 employee. The management plan submitted with the proposal shall indicate how new employees are to be trained, what kinds of training are to be conducted and how training will be held on a continuous basis.

c. Site Supervisor - As necessary, provide a Site Supervisor qualified for the management and repair responsibilities of rest areas. This person shall be considered a Level 2 service position. Level 2 service includes, but is not limited to managing fully trained, uniformed, rest area attendants, performing basic repairs of equipment, plumbing, electrical, heating and other facility needs as required, and any or all Level 1 services. Basic repairs are defined as minor repairs with a cost of less than $500 for parts and equipment. This person will be a "handy man" of sorts and is to ensure that all repairs comply with applicable building codes. It is not necessary that the Level 1 and Level 2 services be provided by separate individuals. It will be the responsibility of the Proposer to demonstrate how these requirements will be met. At the option of the Proposer, the repair responsibilities required may be provided by a legally licensed subcontractor.

The State has provided a residence on the site of the Grassy Mountain Eastbound rest area. This residence is provided to the Contractor at not cost. All utilities for the residence, except for phone service, are provided by the State. An employee of the Contractor is required to reside at this residence.

d. Major Repair Personnel - These persons are classified as Level 3. These persons are capable of making major repairs to equipment and facilities. Major repairs are defined as repairs exceeding $500 in cost (see paragraph 5, Repairs). At the Proposer's option, these persons may be an employee of the Contractor or these repairs may be subcontracted out to other legally licensed firms.

e. The State reserves the right to open additional Rest Areas, close Rest Areas or change duty hours as it deems necessary. The contract shall be amended as changes occur. The hourly rate used to add or subtract rest areas will be at the contract amount for types of Rest Areas.

f. Uniforms - A complete and clean uniform shall be worn by all personnel at all times on all shifts.

i) The uniform shall consist of a cap (Baseball type), long sleeve shirt (winter), short sleeve shirt (summer), trousers for year round wear (knee-length shorts may be used during the summer at the proposer's option), black shoes, black belt, jacket for winter wear, and vest signifying "Rest Area Attendant" (to be worn at all times). Quilted jackets and/or jump suits may be worn under the vest when needed.

ii) All uniforms and caps must have appropriate emblems sewn on, and a nameplate pinned or sewn to the outer garment, above the left breast pocket. The nameplate shall show the employee's name and the Contractor's name.

g. Employee Retention - The Proposer shall have implemented a program to ensure the long-term employment and retention of employees. This program should consist of benefits such as health insurance, profit sharing, bonuses, raises, cost of living adjustments, paid vacation and holidays.

2. Operation and Cleanliness of Facilities

A. Rest Areas shall be operational and clean at all times. Schedules for routine inspection and cleaning, especially of rest rooms, will be established and adjusted based on usage. During peak periods, this may mean constant cleaning. Rest Areas shall be maintained at a minimum B grade level at all times per the score sheet found attached hereto as Appendix C. Rest areas not in compliance may be assessed liquidated damages.

B. The following schedule of duties itemizes the tasks expected in the regular cleaning of the facilities, and is the minimum acceptable performance. Tasks shall include but are not limited to those shown in this schedule. Duties are required only as they apply to a site specific conditions. Changes in the frequency, or days, of performance shall be made by mutual agreement and in writing with the State and shall not be effective until they have been signed by the UDOT Purchasing Manager or Supervisor.

a) Daily Duties (To be performed during operational hours on an as needed basis)

i) Vacuum and Remove Spots from carpets, including entry way mats.
ii) Mop floors in buildings and sweep concrete areas adjacent to outside entry areas.
iii) Spot clean walls, doors & door frames including removal of graffiti.
iv) Clean, sanitize and polish drinking fountains.
v) Clean and sanitize restrooms toilets, sinks, urinals, floors, walls, light switches, mirrors, bright work, partitions, counter tops, tables tops, towel dispensers and door handles.
vi) Fill towel dispensers, paper and soap dispensers in restrooms.
vii) Keep drains clean by adding water or drain cleaner as required.
viii) Empty all trash from containers, clean area around trash containers, replace liners as needed and properly dispose.
ix) Remove litter (including cigarette butts) from ash trays, planter areas, lawns, sidewalks and around trash Dumpster.
x) Replace any burned-out or damaged light bulbs, or tubes except those under DOT maintenance.
xi) Clean glass in the doors, entry ways and lobbies.

b. Weekly Duties

i) Clean all janitorial equipment.
ii) Dust and wipe clean windows & window sills.
iii) Dust and wipe clean all other items not done on a daily basis.

c. Monthly Duties

i) Clean interior and exterior of all windows to be free from dirt smears, streaks and water spots.
ii) Wash outside walkways clean with a hose and scrub brush.
iii) Clean air diffusers and grills.
iv) Scour clean and sanitize all trash collection containers.

d. Quarterly Duties

i) Clean light fixtures.
ii) Strip and re-wax floors.
Note: All resilient floors shall be stripped and waxed using a polymer interlock wax. The specific floor stripping procedures shall be prepared by the Contractor, according to manufacturers' instructions and approved by the State Representative.)
iii) Clean all window coverings. Blinds are to be free from dirt, spots/ smears and streaks.

e. Annual Duties

i) Clean, by extraction method, all carpeted areas.
ii) Wash all walls and painted woodwork with a suitable cleaner so as not damage the surfaces.
iii) Polish clear finished walls and woodwork to be free from dirt, smears and streaks.

f. Facilities Interiors

i) Inoperable equipment, such as lights, toilets, hand dryers, etc., shall be repaired or replaced within forty-eight (48) hours. Litter shall be picked every two (2) hours and trash containers dumped before they are full (see Appendix C). Rest Rooms must be sanitary, be without offensive odors, present a pleasing deodorized smell, be mechanically functional and be clean at all times.

g. Facility Exteriors

i) Litter shall be picked up a minimum of every two (2) hours. Trash cans shall be emptied before they are full and clean liners installed. Dumpsters will be emptied before they are full. Provision of dumpsters and dumpster services are the responsibility of the Contractor. All exterior locations shall be neat, tidy, and present a favorable impression to the traveling public.

h. Sidewalks and other Pedestrian areas

i) Pavement damage and concerns shall be reported to the State Representative. Repairs to Pedestrian walks shall be paid for by the State and administered, managed and/or performed by the Contractor.

ii) Site amenities such as picnic tables, grills, garbage cans and water fountains shall be clean and operational. Maintenance and repair of these items shall be on an as-needed basis.

iii) Kiosks and displays shall be maintained current and presentable by the Contractor. Maps and display materials will be provided at the request of the Contractor. The Contractor shall provide signage indicating that the rest area is being maintained by the Contractor and shall include local contact information of the Contractor.

i. Snow & Ice Removal

i) Snow shall be removed periodically <u>during snow storms</u> to prevent walkway accumulations of more than 2". All snow and ice shall be removed immediately from all walks at the end of each storm. Snow removal shall begin within two (2) hours after the start of snow fall during daylight hours and not later than 7:00 A.M. following a night time storm.

ii) After clearing snow the Contractor shall furnish and apply calcium chloride abrasive materials. Use of sodium chloride is prohibited.

iii) The State shall be responsible for and shall clear the snow from the rest area parking lots and entrance and exit ramps as needed.

j. Preventive Maintenance Program

i) The Contractor shall be responsible for establishing and maintaining a preventive maintenance program. This program shall be in accordance with the requirements of Appendix D. The State of Utah Division of Facilities Construction and Management (DFCM) is the State agency responsible to oversee the preventive maintenance program. The Contractor shall coordinate the preventive maintenance program with the DFCM.

k. Water Quality

i) Water quality is monitored by the State of Utah Division of Drinking Water (DDW). The Contractor shall coordinate with DDW to ensure that water systems meet drinking water standards. Responsibilities include but are not limited to, water sample testing as required, reporting of testing to DDW, and DDW water surveys. Copies of the results of the required testing, surveys, etc. shall be submitted to the State.

ii) When there are sites whose water systems fail to meet Drinking Water standards due to the Contractor's failure to maintain or administer the water systems in an operating condition, the Contractor shall be assessed liquidated damages.

l. Sanitary Systems

i) Waste systems which are connected to vaults or septic systems shall be emptied and maintained as necessary to maintain a safe, odor free and sanitary operation.

ii) Sites closed in whole or in part due to the Contractor's failure to maintain the waste systems in an operating condition shall be assessed liquidated damages.

m. Hours of Operation

i) Attendants shall be on duty at 7:00 AM at the rest area operated on a full time basis.

ii) Rest areas shall be operated every day, during the period of operation shown in Appendix B, including weekends and holidays.

3. Grounds Management

A. The State shall define physical boundaries with the Contractor for each rest area.

B. Vegetation for and management of shrub and flower beds shall be coordinated with and approved by the State. All materials required for planting beds, (plants, mulch, fertilizer, etc) shall be provided and planted by the Contractor. The Contractor shall provide all equipment.

a) Beds shall be maintained weed free.

b) Mulched beds shall be re-mulched as needed using a wood based mulch or similar, acceptable product pre-approved by the State.

c) A balanced, granular fertilizer shall be applied in the spring to maintain plant vigor.

d) Dead shrubs shall be removed and replaced in kind as directed by the State.

e) Shrubs shall be trimmed and shaped to maintain form and vigor, and to prevent them from overhanging sidewalks and other similar hard surface areas.

f) Cultural, insect or disease problems shall be reported the State so appropriate measures can be taken.

C. Irrigation - The Contractor shall maintain the systems as designed. Irrigation service is required to all turf, tree, shrub and flower bed areas within the boundaries of a Rest Area.

a) Shut down the system, to preclude winter damage, after first frost in the Fall.

b) Start-up the system in the spring to bring it into full operating condition.

c) Operationally check the entire system once a week to insure proper working order.

d) Perform all minor repairs to acceptable industry standards.

e) Replacement parts and components shall be same or equal quality as the original system design.

f) Backflow prevention devices must be tested once a year, or as required by local governing agency.

D. The Contractor shall care for Established Turf Areas as follows:

a) Turf shall be maintained at 2½ inches Turf shall be mowed a minimum of once a week. Edging and trimming are part of weekly mowing schedule.

b) Turf shall be fertilized three times a year,(once during the Spring, once during the summer and once during the fall). A premium, blended, balanced, time released fertilizer applied at a rate as recommended on the manufacturer's directions shall be used.

c) Weed control shall be done on an "as needed" basis. Chemical application shall be performed by a licensed pesticide applicator. The Contractor shall notify the State when herbicides are to be applied.

d) Leaf raking, removal and disposal is required when needed. The purpose is to not allow leaves to detract from the beauty of the rest area, damage other plant life, and/or site irrigation and drainage systems.

E. The Contractor shall care for Trees as follows:

a) Trees shall be maintained to not interfere with pedestrian traffic or cause a public hazard.

b) Pruning shall be performed in accordance with accepted pruning practices and principles.

c) Tree wells shall be maintained around trees in turf areas to avoid mower and trimming damage to bases of trees.

d) Cultural, insect or disease problems shall be reported to the State .

4. Supplies and Equipment

A. Sufficient quantities, of an acceptable commercial quality of supplies shall be Contractor furnished and available at all times. These items include such obvious items as toilet paper, soap, paper towels, deodorizers, touch up paint, trash bags, cleaning materials, fire extinguishers, etc.

B. Replacement parts and components shall be readily available to each area.

C. The Contractor must furnish all equipment of, a commercial quality, for cleaning and maintaining the Rest Areas. This may include but shall not be limited to janitorial equipment, hand tools for minor repairs, and grounds maintenance equipment & tools.

5. Repairs

A. Maintenance and repairs shall be performed by the Contractor, or his legally licensed subcontractor, and include all items of real property and site equipment in conjunction with the Rest Area property. The Contractor is responsible to make all repairs or to have repairs made. <u>The costs of repairs are not to be included in the</u>

bid amount. The State shall reimburse the Contractor monthly and in addition to the standard monthly rate for services. The Contractor shall submit an itemized list of repairs requested for reimbursement with each monthly statement of services.

B. Minor repairs are defined as repairs with a replacement cost of less than $500. The Contractor will make all such repairs without prior approval from the State Representative. Minor repairs will be made within forty-eight (48) hours of the occurrence. The Contractor shall notify the State when repairs will not be made within the time requirement. Repairs not completed within the required time frame are subject to Liquidated damages.

C. Major repairs are defined as repairs with a replacement cost of at least $500. The Contractor shall notify the State Representative in writing of any major repair needed. The request shall include a complete description of the problem, the anticipated corrective action, an estimated cost for the repair and a time frame for completing the repair. The Contractor shall not proceed with any major repair until after receiving written notification to proceed from the State. Repairs not completed within the required time frame are subject to Liquidated damages.

D. Reimbursable costs for repairs shall be as follows:

a) Authorized repairs performed by employees of the Contractor shall be reimbursed for the cost of material and equipment only. The cost of the labor of the employee(s) of the Contractor will be borne by the same.

b) Authorized repairs performed by legally licensed subcontractors of the Contractor shall be reimbursed for the entire cost, i.e., material, equipment, labor and travel. The Contractor is not allowed any markups on repair bills.

E. The Contractor is not responsible for the maintenance and operation of high mast light fixtures. High mast light fixtures are defined as those fixtures with heads that are not safely maintainable with the use of a twelve foot step ladder. The Contractor shall be responsible for the operation and maintenance of all other light fixtures.

F. The Contractor will take over the management of the Rest Areas in an "as-is" condition. The Contractor is required to make all repairs necessary so as to maintain existing conditions. The Contractor is responsible for coordinating and implementing improvements as approved by the State.

G. Repair personnel shall be licensed as required by the State of Utah Division of Occupational and Professional Licensing. See Division Rules for complete information. Repairs costing less than $1,000 do not require a license in the field of the particular repair. Employees of the Contractor making repairs costing less than $1,000 do not require a license. Any subcontractor performing repairs on behalf of the Contractor, costing less than $1,000, must be licensed as a Handyman. Any person performing repairs costing in excess of $1,000 shall be licensed in the field of the particular repair.

H. The Contractor shall adhere to the following procurement guidelines when procuring goods and services from suppliers.

a. Total purchases up to $500: Select best source, competitive quotes not required.

b. Total purchase $501 to $2,000: Minimum of two (2) phone quotes. Provide copy of quote sheet with request for approval.

c. Total purchase over $2,000: Minimum of three (3) written quotes. Provide copies of quotes with request for approval.

6. Emergencies

A. The Contractor shall establish procedures to manage emergencies.

B. Minor emergencies or "unusual" situations, such as a water shortage, which can be corrected by closing the rest area for two hours or less, shall be handled solely at the discretion of the Contractor and reported verbally and in writing to the State after the fact.

C. Other emergency situations shall also be handled by the Contractor, but with the informed consent and guidance of the State.

D. The Contractor is responsible for placement of the UDOT required signs and safety cones when closing the rest area. The Contractor shall develop and submit for approval, an emergency operations checklist as part of a required User's Manual. This Manual shall become property of the State and be maintained by the Contractor.

7. Public Relations

The selected Contractor is responsible to enhance the safety and security of the traveling Public. The entire rest area operation shall be managed in such a way as to enhance the image of the State of Utah. This is implicit in the requirements for a presence at each rest area, but is not limited to this presence. Attendants shall assist the Traveling Public during times of need. Contractor personnel shall be trained in the location of medical facilities, phone numbers of emergency services, and information about automotive assistance, etc.), in accordance with federal, state and local regulations. A fire extinguisher shall be available on site.

Rest Area attendants shall receive training which will allow them to conduct themselves properly. They shall be generally helpful to the Traveling Public. A customer-satisfaction feed back system shall be established, and corrective action taken on complaints. The Contractor shall provide copies of any complaints and responses to the State.

8. Inspections

The State reserves the right to conduct inspections at random times. Additionally, the State and Contractor may conduct joint, scheduled, semi-annual inspections.

9. Operations Manual

A. The selected Contractor shall produce and submit for approval a complete user's manual for each rest area. These manuals shall serve as the standard operating procedures for use by rest area attendants and others involved in performing rest area duties.

B. These manuals shall be a reference, how-to book for all functions required at the specific rest areas. The use of checklists, diagrams, standards, phone numbers and even work and training schedules is encouraged. The Manuals, while containing many common features, shall be uniquely tailored to each specific Rest Area.

C. The first draft of the manual which is submitted for review and approval may be generic. The Contractor shall provide five copies within thirty (30) days after the effective date of the contract (thirty (30) days after the Contractor assumes responsibility for the rest area). The final User's Manuals must be complete and at each rest area by not later than thirty (30) days after the first draft approval and recommendations are received from the State. The Users Manuals must be easily identifiable and accessible by all personnel.

D. Upon final approval, the User's Manuals shall become property of the State of Utah and shall be maintained by the Contractor.

10. Reporting

A. The Contractor shall submit a written report weekly for the first three months of the contract for each rest area. Thereafter, if mutually agreeable to both parties (the State and the Contractor), the reporting requirements may be reduced to biweekly or monthly.

B. The Contractor shall devise the report format, but as a minimum, it shall highlight significant events, accomplishments and problems encountered during the previous reporting period. Original Invoices for reimbursement of direct costs for parts and equipment shall be submitted with this report.

C. The Contractor may be invited to attend, and present an oral status report to the State at its monthly Operations Engineers meeting.

11. Conduct That Shall Not Be Tolerated and May Be Cause for Immediate Termination Of Contract

A. Theft, abuse or misuse of supplies or equipment at any location.

B. Verbal, physical or sexual abuse / harassment of any person - contractor personnel, State employee, or visitor.

C. Use of, or displaying the effect of the use of alcohol or drugs at the work site.

D. Failure to follow specific security instructions.

E. Deliberate or habitual failure to follow safety instructions.

F. Allowing to be brought or the bringing of children, or other persons who are not legally employed by the Contractor to the facility.

G. Smoking in buildings or other illegal or unauthorized areas.

H. Use of radio, telephone or other electronic devices that could in any way disrupt or hinder the actions or experience of the user or others or at the Rest Area.

12. Services Not Required

A. Services not required by the Contractor include, but are not limited to the following.

a) Repair and replacement of Highway Traffic (MUTCD) signs.
b) Highway delineation.
c) Pavement preservation (Drive areas).
d) Pavement striping.
e) Curb and gutter.
f) High mast lighting.
g) Mowing and spraying of areas of natural vegetation.
h) Highway (Right of way) fencing.
i) Cost of utilities, unless noted otherwise.

APPENDIX A

UDOT REST AREA OPERATION

REST AREA	TYPE	LOCATION ROAD	LOCATION CITY	DUTY HOURS APR - OCT	DUTY HOURS NOV - MAR
BRIGHAM CITY	WC	I-15 S MILE 369	BRIGHAM CITY	12	12
PERRY	RA	I-15 N MILE 363	PERRY	12	12
BEAR LAKE	RA	SR-30 MILE 124	GARDEN CITY	8	8
WEBER CANYON	RA	I-84 E MILE 91	MOUNTAIN GREEN	8	8
MOUNTAIN GREEN	RA	I-84 W MILE 94	MOUNTAIN GREEN	8	8
GRASSY MTN., E.B.	RA	I-80 E MILE 54	WENDOVER	12	8
GRASSY MTN., W.B.	RA	I-80 W MILE 54	WENDOVER	12	8
SALT FLATS, W.B.	RA	I-80 W MILE 10	WENDOVER	12	8
SALT FLATS, E.B.	RA	I-80 E MILE 10	WENDOVER	12	8
ECHO CANYON	WC	I-80 W MILE 171	ECHO	12	12
ECHO	RA	I-80 E MILE 171	ECHO	12	8
SILVER CREEK	RA	I-80 W MILE 147	PARK CITY	8	8

APPENDIX A

UDOT REST AREA OPERATION

REST AREA	TYPE	LOCATION ROAD	LOCATION CITY	DUTY HOURS APR - OCT	DUTY HOURS NOV - MAR
TUCKER	RA	US-6 MILE 203	HELPER	12	8
PINION RIDGE	VA	US-40 MILE 70	DUCHESNE	8	8
JENSEN	WC	US-40 MILE 157	JENSEN	12	8
IVIE CREEK	RA	I-70 E&W MILE 84	EMERY	12	8
BLACK DRAGON EAST	VA	I-70 E MILE 141	GREEN RIVER	2	2
SAN RAFAEL WEST	VA	I-70 W MILE 144	GREEN RIVER	2	2
SPOTTED WOLF	VA	I-70 E MILE 136	GREEN RIVER	2	2
SPOTTED WOLF	BTA	I-70 E MILE 136	GREEN RIVER	1	1
DEVIL'S CANYON	VA	I-70 E MILE 114	EMERY	2	2
EAGLE CANYON	VA	I-70 W MILE 114	EMERY	2	2
GHOST ROCKS, E.B.	VA	I-70 E MILE 120	EMERY	2	2
GHOST ROCKS, W.B.	VA	I-70 W MILE 120	EMERY	2	2
SAND BENCH, E.B.	VA	I-70 E MILE 103	EMERY	2	2
SAND BENCH. W.B.	VA	I-70 MILE 103	EMERY	2	2
HARLEY'S DOME	VA	I-70 W MILE 226	CISCO	2	2
CRESCENT JUNCTION	RA	I-70 E MILE 180	CRESCENT JCT.	12	8
THOMPSON	WC	I-70 W MILE 187	THOMPSON SPRINGS	12	8
KANE SPRINGS	RA	US-191 MILE 110	MOAB	8	8
SPOTTED WOLVE	BTA	I-70 E MILE 136	GREEN RIVER	1	1

APPENDIX A

UDOT REST AREA OPERATION

REST AREA	TYPE	LOCATION ROAD	LOCATION CITY	DUTY HOURS APR - OCT	DUTY HOURS NOV - MAR
DOG VALLEY	RA	I-15 S MILE 136	COVE FORT	12	8
PINE CREEK	RA	I-15 N MILE 127	COVE FORT	12	8
LUNT PARK, N.B.	RA	I-15 N MILE 88	PAROWAN	8	8
LUNT PARK, S.B.	RA	I-15 S MILE 88	PAROWAN	8	8
KANARRAVILLE, N.B.	RA	I-15 N MILE 45	KANARRAVILLE	8	8
KANARRAVILLE, S.B.	RA	I-15 S MILE 45	KANARRAVILLE	8	8
ST GEORGE	WC	I-15 N MILE 3	ST GEORGE	12	12
SHINGLE CREEK	RA	US-89 MILE 95	GLENDALE	8	8

APPENDIX B

UDOT MMQA PERFORMANCE MEASURES

DATE _____ REST AREA STATION REGION/DISTRICT _____

	Janitorial Services	Building & utilities	Site	Operations
Condition 1 (Excellent)	Rest rooms are clean. Room smells fresh. No graffiti or litter is visible. Soap & paper supplies are adequate. Trash containers are less than 2/3 full.	Building in mostly good repair; i.e., some repairs under $500 remaining. All partitions, doors, dispensers & hand dryers in place and functioning. All mechanical & electrical systems fully operational.	Landscape planting healthy & free of weeds. Lawns mowed in the previous week. Sidewalks, picnic areas & site areas clean & free of litter. All site lighting functioning. Trash containers are less than 2/3 full. Facilities in good repair; i.e., no repairs under $500 remaining.	Rest area is open 24 hours a day, with no closures. Attendant is on site 100% of the contract time.
Condition 2 (Good)	Rest rooms are mostly clean Room has slight undesirable odor. Minor amount of graffiti &/or litter is visible. Soap & paper supplies are mostly adequate . Trash containers are less than 2/3 full.	Building in average repair; i.e., several repairs under $500 remaining. One partition, door, dispenser or hand dryer missing, not functioning or with a temporary replacement. Minor mechanical &/or electrical systems malfunctions.	Landscape planting healthy with a few weeds. Lawns mowed in the previous week. Sidewalks, picnic areas & site areas mostly clean with some litter. Most site lighting functioning. Trash containers are less than 2/3 full. Facilities in mostly good repair; i.e., some repairs under $500 remaining.	Rest area is open 24 hours a day & attendant is on site 95% of the time.
Condition 3 (Fair)	Rest rooms are acceptably clean. Slight undesirable odor present. A minor amount of graffiti &/or litter visible. Soap & paper supplies about half used. Trash containers are less than 2/3 full.	Building in poor repair; i.e., many repairs under $500 remaining. More than one partition, door, dispenser or hand dryer missing, not functioning or with a temporary replacement. Major mechanical &/or electrical systems malfunctions.	Landscape planting exhibits some stress with moderate weeds . Some trees damaged or with dying branches. Lawns not mowed in the previous week. Sidewalks, picnic areas & site areas average clean with moderate amounts of litter. Significant amount of site lighting not functioning. Trash containers are less than 2/3 full. Facilities in average repair; i.e., several repairs under $500 remaining.	Rest area is open 24 hours a day attendant is on site 90% of the time.
Condition 4 (Poor)	Rest rooms are noticeably dirty. Significant undesirable odor present. A significant amount of graffiti &/or litter visible. Soap & paper supplies nearing empty. Trash containers are more than 2/3 full.	Building in poor repair; i.e., many repairs under $500 remaining. More than one partition, door, dispenser or hand dryer missing, not functioning or with a temporary replacement. Major mechanical &/or electrical systems malfunctions.	Landscape planting exhibits severe stress with noticeable weeds . Several trees damaged or with dying branches. Lawns not mowed in the previous week. Sidewalks, picnic areas & site areas noticeably dirty with significant amounts of litter. Significant amount of site lighting not functioning. Trash containers are more than 2/3 full. Facilities in poor repair; i.e., many repairs under $500 remaining.	Rest area is open 24 hours a day & attendant is on site 85% of the time.
Condition 5 (Not Acceptable)	Rest rooms are extremely dirty. Noxious odors are present. Excessive graffiti &/or litter visible. Soap & paper supplies empty. Trash containers full &/or overflowing.	Building in disrepair; i.e., numerous repairs under $500 remaining or building closed. All partitions, doors, dispensers or hand dryer missing, not functioning or with a temporary replacement. Major mechanical &/or electrical systems failures.	Landscape planting exhibits severe stress with significant weeds . Most trees damaged or with dying branches. Lawns dead. Sidewalks, picnic areas & site areas extremely dirty with excessive amounts of litter. Most site lighting not functioning. Trash containers are full &/or overflowing. Facilities in disrepair; i.e., numerous repairs under $500 remaining.	During normal operating period, rest area is open 24 hours a day <85% of the time.
SCORE				
COMMENTS				

Condition Total = (Janitorial Services) + (Building & Utilities) + (Site) + (Operations)

Service Level	Individual Score	Condition Total
A	1	4
B	2	8
C	3	12
D	4	16
F	5	20

APPENDIX C

PREVENTIVE MAINTENANCE STANDARDS

Department		Date of audit	
Agency			
Facility		Sq. Ft.	
Address		No. Bldgs. At site	
		No. Bldg. Occupants	
Agency Contact		No. Maintenance Staff	
Position		Phone	
Conducted By		Phone	
Position		Mobile	

	Classification	Total Score (Decimal)	Weight Factor	Weighted Score
	Administrative/Standards Sections 1-12			
1-	Documentation	0.00	0	0.00
2-	Equipment Data Base and Tagging	0.00	0	0.00
3-	Corrective Maintenance	0.00	0	0.00
4-	Preventive Maintenance	0.00	0	0.00
5-	Boilers	0.00	0	0.00
6-	Life Safety	0.00	0	0.00
7-	Air Conditioning & Refrigeration Equipment	0.00	0	0.00
8-	Plumbing	0.00	0	0.00
9-	Electrical	0.00	0	0.00
10-	Facility Inspections	0.00	0	0.00
11-	Indoor Air Quality and Energy Management	0.00	0	0.00
12-	Required Documents	0.00	0	0.00
	Physical / Current Conditions Sections 13-17			
13-	Custodial	0.00	0	0.00
14-	Mechanical	0.00	0	0.00
15-	Electrical / Lighting	0.00	0	0.00
16-	Roof	0.00	0	0.00
17-	Architectural	0.00	0	0.00
18-	Parks and State Lands	0.00	0	0.00
			0.0	0.0
		COMBINED AVERAGE	0.0%	

Is the facility and/or preventive maintenance program within 90 percent *(See above score)* of the Building Board approved Utah State Facility Maintenance Standards?

YES ☐ _____ **Signature's** **Agency** **DFCM**

_____ **Agency**

NO ☐ Signature's DFCM

1.0 Documentation

1.1 Architectural and Mechanical

	Y	N	N/A	Rating
1.1.1 Is a copy of the Operations and Maintenance manual being maintained at the facility?				
1.1.2 Is a mechanism provided whereby as built drawings are promptly updated upon changes in the structural, mechanical, electrical, or plumbing systems				
1.1.4 Are as built drawings reviewed annually to assure that they reflect the current building or infrastructure configuration and maintained at the facility				
1.1.5 Are copies of all building documentation archived in an appropriate and separate location from the				

TOTAL SCORE: 0 / 0 = 0.00

2.0 Equipment Data Base and Tagging

	Y	N	N/A	Rating
2.1 Is an appropriate equipment numbering system utilized and metal or plastic tags placed on all building equipment and electrical panels?				
2.2 Is all equipment name plate data collected, documented and filed in a computer data base?				
If not, are hard copy records organized so that future computerization may be readily accomplished?				

TOTAL SCORE: 0 / 0 = 0.00

3.0 Corrective Maintenance

	Y	N	N/A	Rating
3.1 Is a work request system defined and made known to the facility occupants so that minor maintenance problems can be reported and are these requests logged indicating the dates of request and completion?				
3.2 Is a work order system established to govern the procedures for corrective maintenance work?				
Does the work order system capture maintenance time, costs, nature of repair, and provide a basis for identifying maintenance backlog on the facility?				
3.3 Are maintenance backlogs on the facility/infrastructure regularly reviewed and older requests processed so that no request goes unheeded and all requests are acted upon in a timely manner?				
3.4 Is a priority system for corrective maintenance established so that maintenance work is accomplished in an orderly and systematic manner?				
Is the facility user made aware of the priority of requested maintenance and the time expected to accomplish the correction?				

TOTAL SCORE: 0 / 0 = 0.00

4.0 Preventive Maintenance

	Y	N	N/A	Rating
4.1 Has the facilities manager moved toward automating preventive maintenance scheduling and equipment data bases?				
4.2 Is all major or critical equipment (e.g. chillers, boilers, air handlers and associated controls, air compressors, etc.) on a preventive maintenance schedule, preferably computer based?				
Is the frequency of preventive maintenance procedures determined by manufactures recommendations and local craft expertise and site conditions?				
4.3 Is all minor or non critical equipment (e.g. restroom exhaust fans, domestic hot water circulating pumps, automatic door operators, temperature control devices, etc.) lubricated, cleaned and checked for proper operating condition at least annually				
4.4 Is a filter maintenance schedule established for HVAC filters and a record of filter changes maintained?				
4.5 Are preventive maintenance work orders issued for both contract and in house preventive maintenance and the completion of the prescribed maintenance requirements documented?				
4.6 Are emergency generators test run at least monthly?				
If test runs are not automatic, are records of these test maintained at the site?				
At least yearly, is the transfer from outside power to emergency power scheduled and successfully performed?				
4.7 Are lubrication and service schedules established for vehicles, boats, equipment, and machinery based on mileage, hours of usage, or service intervals?				

TOTAL SCORE: 0 / 0 0 0.00

5.0 Boilers

5.1 Steam Boilers	Y	N	N/A	Rating
5.1.1 Are steam boilers checked daily when operational?.....				
5.1.2 Are low water cut off devices checked for actual boiler shut down at the beginning of the heating season and at least quarterly thereafter by duplicating an actual low-water condition?.....				
5.1.3 Are boiler relief valves tested at least annually by raising the boiler pressure to the specified relief valve setting?.....				
5.1.4 Is a record of these tests maintained near the location of the boiler?.....				
5.1.5 Is a daily log of the operating parameters maintained on boilers when they are operational ?.....				
Including;				
Pressures?.....				
Temperatures?.....				
Water levels?.....				
Condition of makeup and boiler feed water?.....				
Name of individual checking parameters?.....				

5.2 Hot Water And Steam Boilers	Y	N	N/A	Rating
5.2.1 Have all boilers received inspections and certification as required from an authorized state agent or insurance inspector?				
Is the certificate of compliance maintained at the boiler?.....				
5.2.2 Are backflow prevention devices inspected and tested annually by a certified technician?.....				
5.2.3 Are regular tests of boiler water pH and Total Dissolved Solids conducted ?.....				
Are water treatment chemicals added on the basis of these tests?.....				
Is a log of these results kept at the boiler?.....				

TOTAL SCORE: 0 / 0 = 0.00

6.0 Life Safety

	Y	N	N/A	Rating
6.1 Are elevators receiving regular inspections and maintenance by a certified elevator maintenance contractor?				
Are records of such maintenance maintained at the site?.....				
Are telephones within elevators checked monthly for proper operation?.....				
6.2 Fire Protection Equipment				
6.2.1 Are detection and notification systems (e.g. control panel, smoke detection devices, heat sensing devices, strobe alarm lights, audible alarm indicating devices, phone line communication module. etc.) inspected annually and tested for operation?.....				
6.2.2 Are halon or pre-action systems inspected and tested by a certified inspector annually to assure their readiness in the event of a fire? Is testing and inspection of these systems documented?.....				
6.2.3 Are fire extinguishers inspected and tagged annually by a certified inspector?.....				
6.3 Are uninterruptable power supply systems for data processing centers inspected and tested appropriately to assure their readiness in the event of external power interruptions?.....				
Is the maintenance of these systems documented?.....				
6.4 Are emergency directional and exit devices (e.g. exit signs, emergency lights, ADA assist equipment, alarm communicators, etc) inspected at least annually for proper operation?				
Is the facility equipped with an automatic fire suppression system?.....				
Are fire extinguishers fully charged with tags and pins securely in place?.....				
Have extinguishers and suppression systems been inspected and certified by a licensed authority in the last twelve (12) months, and been tagged accordingly?.....				
Are fire protection / surpression and warning systems inspected annually and tested for operation at least yearly?.....				
Is a record of the inspections maintained?.....				
Are staff and employees trained in the use of fire extinguishers?.....				
Are staff and employees trained and drilled periodically on evacuation procedures in the event of a fire?.....				
Are staff and employees instructed as to where to muster in the event of an emergency?.....				
Is this plan documented?.....				
Are fire extinguishers mounted properly and made accessible for use?.....				
Are elevators regularly inspected and maintained by certified elevator maintenance contractors?.....				
Is a record of such maintenance kept at the site?.....				
Are elevator telephones checked regularly for proper operation?.....				
Gas Pipeline Safety				
Does the facility have buried steel gas pipe downstream from meter ?.....				
If yes, is their proper protection in accordance with all gas pipeline safety laws?.....				

TOTAL SCORE: 0 / 0 = 0.00

7.0 Air Conditioning and Refrigerated Equipment

7.1 Chillers

	Y	N	N/A	Rating
7.1.1 Is a daily log of important data (e.g. chilled water supply and return temperature, condenser water supply and return temperature, current draw, outside air temperature, oil level and pressure, etc) kept?.....				
7.1.2 Is the systems leak checked on a quarterly basis during the operating season and once during the winter?.....				
7.1.3 Is a factory trained technician performing service inspections annually to include an oil analysis?.....				
Are abnormal results discussed with the chiller manufacture to determine the proper course of action?.....				
Is this information documented?.....				
7.1.4 Do leaks in the chillers constitute less than 15% of their total charge (35% on HCFC) on an annual basis?.....				
If not, have corrective measures been taken to bring leakage below the allowable 15%?.....				
7.1.4.1 When refrigerant needs to be added to a system, is the amount of refrigerant added carefully, documented and recorded on the cause of the loss and type of work done to repair it?.....				
7.1.5 Is an adequate supply of refrigerant for the uninterrupted operation of existing CFC chillers maintained until the chiller is converted or replaced? Examples of CFCs are R11, R12, R113, R502, etc.				
Is this supply maintained by a combination of careful containment and stockpiling?.....				
7.1.6 Do maintenance personnel who perform work other than daily logs and visual inspections on CFC chillers or refrigeration equipment containing CFCs or HCFCs have a EPA certification matching the type of equipment being worked on?.....				
7.1.7 Is the condition of refrigerant cooling water systems such as cooling towers checked visually at least weekly for algae growth and scaling and appropriate treatment administered?.....				

7.2 Roof Top and Package Units

Are roof top and package units receiving the following?	Y	N	N/A	Rating
7.2.1 Annually checked and cleaned as needed on the condenser coil and evaporator coil?.....				
7.2.2 Are the following preventive maintenance items being completed annually: tightening of belts, oiling of motors, leak checked, cleaning of evaporator pans and drains?.....				
7.2.3 Are filters quarterly checked and replace where necessary?.....				

7.3 Small Refrigerated Equipment

7.3.1 Are condenser coils being cleaned quarterly?.....				
7.3.2 Are the condenser fan motors oiled and a visual inspection made on the equipment annually and necessary repairs made as needed?				

TOTAL SCORE: 0 / 0 0 0.00

8.0 Plumbing

	Y	N	N/A	Rating
8.1 Are all Backflow Prevention Devices tested by a certified technician at least annually and proper documentation filed with the appropriate agency?.....				
8.2 Is every water supply to a urinal protected by an approved type vacuum breaker or other approved backflow prevention device?				
8.3 Is cross-connection control provided on any water operated equipment or mechanism using water treating chemicals or substances that may cause pollution or contamination of domestic water supply?.....				
8.4 Are water system containing storage water heating equipment provided with an approved, listed, adequately sized combination pressure and temperature relief valve?.....				

TOTAL SCORE: 0 / 0 = 0.00

9.0 Electrical Systems

	Y	N	N/A	Rating
9.1 Are all electrical panels having a thermo-scan test ›rmed on all components to identify hot spots or abnorm ıperature? Are the results of the test documented?.....				
9.2 Is a clearance of three feet maintained around all electrical panels?.....				
Are electrical rooms clear of general storage?.....				
9.3 Is every electrical panel properly labeled identifying the following: panel identifier, area being serviced by each individual breaker, equipment being serviced by each breaker or disconnect?.....				
9.4 Do all pull boxes, junction boxes, electrical termination boxes have proper covers in place?.....				
Are panels accessible to persons other than maintenance personnel locked to guard against vandalism or personal injury?				
9.5 Are only qualified electrical personnel permitted to work on electrical equipment?.....				

TOTAL SCORE: 0 / 0 0 0.00

10.0 Facility Inspections

	Y	N	N/A	Rating
10.1 Is the facility receiving a detailed and comprehensive maintenance audit at least annually?(**Not Scored**).....				
Note: The audit needs to include HVAC filter condition, mechanical room cleanliness and condition, corrective and preventive maintenance programs, facility condition, ADA compliance, level of performance of the janitorial service, condition of grounds.				
10.2 Is a copy of the above audit maintained at the facility?.....				
10.3 Is an annual Facility Risk Management Inspection conducted, documented, and filed with the Risk Management Section of the Department of Administrative Services?.....				
10.4 Are routine maintenance repairs completed within two months following the Risk Management Inspection?.....				
Are items requiring capital expenditures budgeted and accomplished as funds can be obtained?.....				
10.5 Is the facility inspected and evaluated by an Architect/Engineer (A/E) or qualified in-house personnel to determine structural and infrastructure maintenance and preventive needs at least once for each five years of operation?.....(**Not Scored**)				
Is the inspection documented? (**Not Scored**).....				
10.5.1 Does the structural inspection and evaluation include interior and exterior painting, foundations, walls, carpeting, windows, roofs, doors, ADA and OSHA compliance, brick work, landscaping, sidewalks, structural integrity, and exterior surface cleanliness? (**Not Scored**).....				
10.5.2 Does the mechanical and electrical evaluation include the HVAC systems, plumbing systems, security, fire prevention and warning systems, and electrical distribution systems?(**Not Scored**).....				
10.6 Is the above A/E inspection documented and used to serve as a basis for budgeting for needed capital improvements?.....				
10.7 Are intrusion alarm systems that communicate via phone line tested monthly to assure proper operation?.....				
10.8 Are periodic inspections of facilities requested of local fire departments and the identified deficiencies promptly corrected?.....				

Are the following infrastructures inspected at least monthly during the open season, and at least quarterly during the closed season:	Y	N	N/A	Rating
Trails?				
Restrooms?				
Drains?				
Fences?				
Barriers?				
Is a customer survey employed to determine the level of user satisfaction with the facility, the facility management, and maintenance services?.....				

TOTAL SCORE: 0 / 0 0 0.00

11.0 Indoor Air Quality and Energy Management

	Y	N	N/A	Rating
11.1 Is indoor air quality maintained within pertinent ASHRAE, OSHA, and State of Utah guidelines?.....				
11.2 Are all utility costs (gas, electric, water, etc.) made available at the facility and monitored so that energy usage can be accurately determined and optimized?.....				
11.3 Based on the ongoing analysis of energy usage, are appropriate energy conservation measures budgeted for, implemented, and the resulting energy savings documented?.....				

TOTAL SCORE: 0 / 0 0 0.00

12.0 Required Documents

The following documents shall be on hand at the facility (where applicable) in an up-to-date condition:	Y	N	N/A	Rating
12.1 Hazardous Materials Management Plan?.....				
Material Safety Data Sheets (MSDS) of all chemicals?.....				
Is a comprehensive folder compiled and placed in one on-site location?.....				
Do all maintenance workers have a knowledge of where the MSDS are located and how to read them?.....				
12.2 Asbestos Control and Management Plan?.....				
12.3 Laboratory Hygiene Plan?.....				
12.4 Lockout/Tagout Procedure for Performing Maintenance on Building Equipment?.....				
12.5 Blood Borne Pathogen Program?.....				
12.6 Emergency Management Plan to include emergency evacuation and disaster recovery?.....				
12.7 Respirator Program?.....				
12.8 Hearing Conservation Program?.....				

12.9 Permit Confined Space Entry Program?.....					
12.10 Lead Exposure Program?.....					
12.11 Trenching Standard?.....					
	TOTAL SCORE:	**0 /**	**0**	**0**	**0.00**

13. Custodial

I. Entries	Y	N	N/A	Rating
Inside/Outside Entry				
Entry/Glass				
Floors, Mats				
Walls				
Trash Containers, Urns				
II. Halls, Traffic Areas, Stairways, Landings				
Floor-Tile, Carpet				
Steps, Railings				
Floors, Mats				
Trash Containers				
Walls				
Windows, Frames				
Drinking Fountains				
III. Offices, Lounges, Conference Rooms, Employee''s Lunch Room, Auditorium				
Floor-Tile, Carpet				
Desks, Tables, Chairs (re-set)				
Trash Containers				
Windows, Frames				
Curtains, Draperies, Levelor Blinds (dusting)				
Partitions & Partition Glass				
Walls				
IV. Restrooms				
Floors, Drains				
Sinks, Fixtures, Mirrors				
Toilets, Urinals				
Dispensers				
Partitions, Walls				
Trash Containers				
Vents				
V. Miscellaneous & Irregular Cleaning				
Ledges, Surfaces, Light Fixtures				
Doors, Frames, Light Switches				
Spot Cleaning				
Baseboards, Moldings, Corners				
Phone Booths, Elevators				
General Dusting				
Care of Equipment & Closet				
VI. Storage Rooms				
Is combustible storage clear of any heat source such as lamps, heaters, hot pipes, etc.?				
Are materials stored or piled in such a manner as to prevent collapsing or falling?				
Are materials stored such that aisles and access space are clear?				
Is storage kept on pallets or shelves in order to minimize water damage?				

TOTAL SCORE: 0 / 0 = 0.00

14. Mechanical Equipment, Systems, Rooms	Y	N	N/A	Rating
General				
Floors (Clean, Sealed --no grease or oil, etc.)				
Orderly (Debris, Trash, etc.)				
Belts (Not frayed, cracked, etc.)				
Pipe Insulation (Seams, Integrity, etc.)				
Filters (Scheduled for Preventive Maintenance., clean, installed properly)				
Dampers (Scheduled for P.M., clean, sound mechanical condition)				
Is major equipment labeled with Identification Tags?				
Condenser Coils (Clean, Not Plugged, Fins Clean)				
Evaporative Cooler Pads and Sump Water (Clean, Algae and scale chemically controlled)				
Water Treatment: Pumps Operational				
Chemical Bucket full and contents labeled				
Face Shield and Protective Clothing Available on Site				
Boilers				
Chemicals; correct types, proper use				
Pumps overall condition, (greased, clean, no leaks, no excessive heat, etc.)				
Valves, 3 way valve, shut off valves, gas valves, make-up valves, overall condition				
Back-up fuel systems readiness, and overall condition				
Piping; Supply, Return, Condensing, water, gas, insulation, etc. Overall condition				
Is the boiler operating within its proper operating parameters				
Flue system overall condition, (breaching, free from obstructions, clean, etc.)				
Expansion Tank (visual water level inspection, leak free, clean etc.)				
Heating coils clean, and free from leaks and obstructions				
Chillers and refrigeration equipment				
Are leaks present or visible on any of the equipment				
Is piping system insulated and in good repair?				
Is current pH testing being done?				
Are chemicals being added as a result of these test?				
Is proper documentation kept current at facility on chemical program ? (Boilers, Towers, etc.)				
Is purge system in proper operating condition?				
Is chiller properly vented for type of refrigerant in use at facility?				
Do chiller safeties/wiring appear to be operational and in place?				
Cooling tower general Condition				
Are their PM schedules in place for cooling tower maintenance, start-up / shut down, cleaning, etc.?				
Are Direct Evaporators operating properly and pads clean?				
Is their a water treatment program in place for Direct Evap. systems?				
Do cooling system controls appear to be operational and general condition?				
Cooling coils clean, and free from leaks and obstructions				
Air Handlers				
Are filters clean and in place?				
Are filters on a regular PM schedule?				
Are records kept on filters?				
Belt condition: tension, cracking, matched set, etc				
Are dampers, drives, vanes operational?				
Are fresh air dampers clear of obstruction and improper air intake?(Free from leaves, mold, generator or vehicle exhaust, etc.)				
Plumbing				
General condition of :				
Fixtures, showers, toilets, sinks, etc				
Pumps / sumps general condition				
Hot water heaters / steam generators etc				
Drinking fountains,				
Water softeners				
Backflow preventers				
TOTAL SCORE:	**0 /**	**0**	**0**	**0.00**

15. Electrical, Lighting, Generators, Panels and Disconnects,

1. Panels and rooms	Y	N	N/A	Rating
Clean				
Accessible				
Locked (in public areas)				
Labeled				
Transformers: Clean, dry, clear of debris or storage around immediate area, etc				
Monitoring systems general condition: Intrusion, fire, surveillance, clocks, etc				
Lighting				
Operating on a Schedule to Match Occupancy				
If lights are turned off manually, has contact been made in the last two (2) months to emphasize the importance of turning off lights in a timely manner?				
Incandescent bulbs remaining at the facility (the more on site, the lower the score) 0 - 5% Incandescent Lights = (5), 6 - 15% = (4),16 - 30% = (3),31 - 75% = (2),Greater than 75% = (1)				
Proper light levels for type of work being performed at facility?				
General condition of fixtures, lamps, switches, diffusers, consistent coloring, exit sings, emergency lighting etc.				
General condition of parking lot, outside, paths and trails lights				
Is their a current recycling plan in place for discarded lamps?				
Emergency Generator				
Are emergency generators test run at least monthly?				
How are they run? __Auto? __Manual? If manual are records kept?				
Is successful transfer of outside power to emergency power performed automatically at least yearly?				
Fuel level checked monthly?				
Other Fluid Levels (antifreeze, oil, water) checked monthly?				
Are Halon systems and UPS systems for data processing centers inspected and tested appropriately to assure readiness in the event of an emergency?				

TOTAL SCORE: 0 / 0 0 0.00

16. Roof

	Y	N	N/A	Rating
Are roofs inspected at least annually by a professional?				
Are walking pads in place?				
Clean and orderly?				
Is roof access unobstructed?				
Is flashing in good condition?				
Is membrane in good condition?				
Is ballast in good condition?				
Are drains and gutters unobstructed and in good condition?				

TOTAL SCORE: 0 / 0 0 0.00

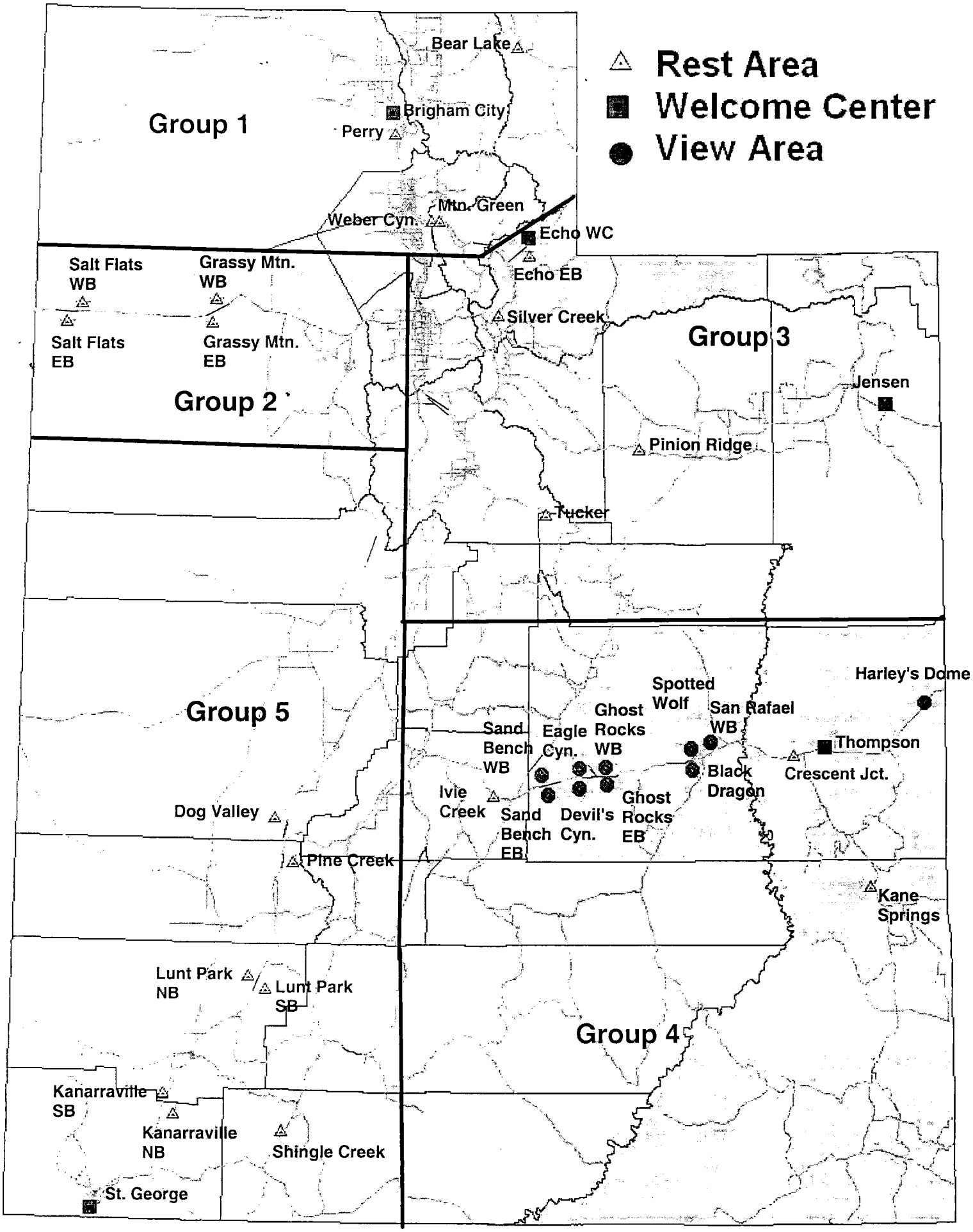
17. Architecture

	Y	N	N/A	Rating
General overall condition of facility envelope: windows, brick, stucco, parapet walls, foundation, fascia, soffit, gutters, exterior paint, etc				
General overall condition of interior: Entrances/hardware, openers, closer's operators, ceilings, walls, floors, carpets, doors, etc				
ADA compliance: Restrooms, entrances, ramps, parking, etc				
Landscaping condition: Lawns clean and mowed, Sprinkler system properly functioning, paths and walks clear, flower beds, fencing, signage, etc				
Is proper care for landscaping and PM's of equipment being done?				

TOTAL SCORE: 0 / 0 0 0.00

Notes, Comments and Site Recommendations

Exhibit A


Rest Area
Welcome Center
View Area
Group 1
Group 2
Group 3
Group 4
Group 5
Bear Lake
Brigham City
Perry
Mtn. Green
Weber Cyn.
Echo WC
Echo EB
Silver Creek
Salt Flats WB
Salt Flats EB
Grassy Mtn. WB
Grassy Mtn. EB
Jensen
Pinion Ridge
Tucker
Harley's Dome
Spotted Wolf
San Rafael WB
Ghost Rocks WB
Sand Bench WB
Eagle Cyn.
Thompson
Crescent Jct.
Black Dragon
Ivie Creek
Sand Bench EB
Devil's Cyn.
Ghost Rocks EB
Dog Valley
Pine Creek
Kane Springs
Lunt Park NB
Lunt Park SB
Kanarraville SB
Kanarraville NB
Shingle Creek
St. George

ATTACHMENT C: PRICING
BACH PROPERTY MANAGEMENT

The annual price(s) listed cover all expenses incurred in performing the work of this contract

Brigham City Welcome Center	$ 68,133.00
Perry Rest Area	$ 61,437.00
Bear Lake Rest Area	$ 46,766.00
Weber Canyon Rest Area	$ 46,760.00
Mountain Green Rest Area	$ 46,165.00
Grassy Mountain Eastbound Rest Area	$ 63,788.00
Grassy Mountain Westbound Rest Area	$ 57,477.00
Salt Flats Eastbound Rest Area	$ 60,453.00
Salt Flats Westbound Rest Area	$ 60,453.00
Echo Canyon Welcome Center	$ 71,528.00
Echo Canyon Rest Area	$ 59.160.00
Silver Creek Rest Area	$ 48,842.00
Tucker Rest Area	$ 60,351.00
Pinion Ridge Rest Area	$ 57,598.00
Jensen Welcome Center	$ 58,215.00
Ivie Creek Rest Area	$ 60,794.50
Black Dragon East View Area	$ 7,304.00
San Rafael West View Area	$ 7,304.00
Spotted Wolf West View Area	$ 7,304.00
Spotted Wolf Brake Test Area	$ 6,867.00
Devil's Canyon View Area	$ 9,218.00
Eagle Canyon View Area	$ 9,218.00
Ghost Rocks Eastbound View Area	$ 9,218.00
Ghost Rocks Westbound View Area	$ 9,218.00
Sand Bench Eastbound View Area	$ 9,685.00
Sand Bench Westbound View Area	$ 9,218.00
Harley's Dome View Area	$ 10,235.00
Crescent Junction Rest Area	$ 60,973.50
Thompson Welcome Center	$ 69,713.50
Kane Springs Rest Area	$ 53,211.50
Dog Valley Rest Area	$ 60,631.00
Pine Creek Rest Area	$ 59,132.00
Lunt Park Northbound Rest Area	$ 50,559.00
Lunt Park Southbound Rest Area	$ 50,559.00
Kanarraville N. Rest Area	$ 51,311.00
Kanarraville S. Rest Area	$ 59,817.00
St. George Welcome Center	$ 63,416.00
Shingle Creek Rest Area	$ 47,967.00

Total Annual Contract Amount

One Million Six Hundred Fifty Thousand and no/100 DOLLARS ($ 1,650,000.00)

(In case of discrepancy, written amount shall govern)

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

1. BONDING

The Contractor shall deliver to the STATE within thirty (30) calendar days of notification of award, a duly executed Standard Performance Bond and Labor and Material Payment Bonds, both payable to the State of Utah, and each in an amount of one hundred percent (100%) of the annual contract value as a guarantee for the faithful performance of the contract. The surety of the bond shall be of a surety company approved by the State of Utah to transact business in the State of Utah. No contract shall be deemed to be in effect until such bonds have been approved by the STATE. In lieu of the performance and payment bonds, the successful offeror may furnish, in the face amount required for the bond a Certified check or Cashier's check. The check will be cashed and the funds will be held for the life of the contract, and any renewal period(s).

2. INSURANCE

The Contractor shall furnish a Certificate of Insurance, showing that it will have the following insurance coverages at the time work commences, and that they will maintain these insurance coverages during the entire term of the contract. Additionally, all insurance must be provided by insurance companies authorized to sell insurance in Utah and authorized by the State of Utah. This certificate shall be furnished to STATE within 10 (ten) calendar days after request. A thirty day written notice of cancellation or non-renewal shall be furnished to the Buyer identified in the solicitation at the address required, STATE may cancel the contract. The right is reserved to approve or reject the insurance provider.

Insurance Coverage's and Limits Required:
(A) Worker's Compensation - Statutory requirements and benefits.
(B) Employer's Liability - $100,000.00
(C) General Liability - $500,000.00 combined single limit. The State of Utah is to be named as additional insured with the respect to the services being procured. The coverage is to include Premises/Operations, Liability, Products and completed Operations coverage, Independent Contractor Liability, Owner's and contractor's protective Liability and Personal Injury Liability.
(D) Property Damage - $500,000.00. The State of Utah is to be named as an additional insured.
(E) Automobile Liability - $500,000.00.

3. OFFICE SPACE AND OFFICE EQUIPMENT

The Contractor is to assume that no State office space or office equipment is available for this contract. The contractor shall provide, maintain, and be responsible for all expenses relating to the telephone located at each site.

4. LIQUIDATED DAMAGES

It is understood and agreed by the Contractor that the delivery of the services specified in the proposal document is essential. In the event these specified services are not delivered as specified they will be deducted, not as a penalty but as liquidated damages, the sum of $100.00 per day per Rest Area, for each and every calendar day that services are not delivered; except that if the delivery be delayed by any act, negligence of default on the part of the STATE, public enemy, war, embargo, fire or explosion not caused by the negligence or intentional act of the Contractor or their supplier(s), or by riot, sabotage or labor trouble that results from cause or causes entirely beyond the control or fault of the contractor or their supplier(s), a reasonable period of time may be granted to rectify the non-delivery.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

5. WAGES

The Contractor shall be responsible for all applicable company wages in accordance with the Federal, State and local laws and ordinances.

6. INVOICING

THE CONTRACT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES AND ALL CORRESPONDENCE RELATING TO THE CONTRACT.

The Contractor shall submit invoices to:
Utah Department of Transportation
Attention: Bill Juszcak
Box 148250
Salt Lake City, Utah 84114-8250

Invoices shall be submitted monthly for one-twelfth (1/12) of the yearly contract amount.
Payments will be sent via mail.
The State reserves the right to correct invoices.

7. NON-ASSIGNMENT

The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor or the Procurement Manager of Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor or the Procurement Manager of the Utah Department of Transportation.

8. CONTRACTOR NOT AN AGENT

CONTRACTOR, including its agents and employees, is an independent CONTRACTOR and not an agent or employee of the STATE. CONTRACTOR is NOT authorized to represent STATE, and STATE expressly disclaims any liability resulting from such misrepresentation.

9. ACCEPTANCE OF GOODS NOT A WAIVER

The acceptance of goods described in this contract shall not constitute a waiver of any right of action that the STATE may have for breach of warranty or any other cause.

10. NON-PERFORMANCE

If, at any time, CONTRACTOR fails to demonstrate the required expertise (as represented in the CONTRACTOR's bid) or fails to meet acceptable standards of performance, the STATE reserves the right to require the CONTRACTOR to replace this individual with a competent individual. This replacement must be approved by the STATE Project Manager. If the CONTRACTOR fails to accomplish project objectives or meet schedule commitments established in meetings with the STATE Project Manager, this contract may be canceled immediately. Waiver of any individual requirements shall not be deemed as a waiver of any other contract provisions. Lack of demand shall not be deemed of a requirement waiver. If the STATE elects to terminate the contract for non-performance, the STATE will supersede paragraph # 12 in Attachment A -Standard Terms and Conditions, and will not provide 90 day prior notice to the CONTRACTOR.

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

11. DRUG FREE WORK PLACE

Each of the following acts prohibited by anyone performing services under the terms of a contract resulting from this solicitation:

1. Unlawful or unauthorized manufacture, distribution, dispensing, possession or use of alcohol or other drugs at the workplace.

2. Impairment or incapacitation in the workplace from the use of alcohol or other drugs.

By submitting their proposal, Offerors certify that they understand these prohibitions, and if awarded a contract as the result of this solicitation, they will comply. The facility management firm also understands that a violation of these prohibitions is a breach of the contract and can result in default action.

12. PRICE INCREASE/DECREASE

Prices are firm for the two year life of this contract. The STATE will consider increases or decreases on additional period(s) provided they do not exceed the price(s) quoted in the original contract adjusted in accordance with the increase/decrease of the other services category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the previous twelve months. Price increases may be permitted only on the anniversary date of the contract. The Contractor shall convey (in writing) its offer to extend the contract or raise/lower prices to the Utah Department of Transportation Procurement Supervisor no later than 60 days prior to the current contract term's expiration date. Applications for price increases shall be substantiated in writing with the request. The STATE shall have sole discretion in its decision to extend the contract or allow any price increases.

13. SUBCONTRACTING

In the event that the Facility management firm desires to subcontract some part of the work specified herein, the Facility management firm shall furnish to the STATE, the names, qualifications and experience of the proposed subcontractor.

14. EMPLOYEE INFORMATION

The Contractor shall provide the State with a complete list of personnel. This list shall include pertinent contact information. This list shall be updated promptly as changes in personnel occur.

15. EMPLOYEE AUTHORITY

Individuals performing services for the Contractor shall have authority to coordinate the work of this contract with the State. The State does not accept any responsibility for coordination and/or communication between the Contractor and the Contractor's employees.

17. LABOR AND SAFETY COMPLIANCE

The Contractor is responsible for complying with Federal, State and local laws, Rules and Regulations.