

DATE: August 10, 2009

PROPOSAL NUMBER: 54-CH-10781684

CONTRACTING AGENCY:

**STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
RALEIGH, NORTH CAROLINA**

PERFORMANCE MAINTENANCE CONTRACT

Proposals For: Complete Custodial Operations and Maintenance of Rest Area

**Surry County Rest Area/Welcome Center (single)
On I-77, Southbound Lane
0.5 Miles South of the NC/VA Stateline**

MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference is scheduled to be held on **August 20, 2009**, (for place and time see "**Mandatory Pre-Bid Conference and Proposal Review**", p. 200-3). The conference will be held only one time and will consist of explanation and/or clarification of the proposal. Only bidders who meet all of the requirements specified (see "**Mandatory Pre-Bid Conference: Eligibility to Bid**", p. 200-4) will be considered eligible to bid on this project. The rest area site will be discussed. However, the prospective bidders are expected to read the contract and make their own investigation of the site prior to the conference.

BID OPENING

Bids subject to the conditions made a part hereof will be received by the Department of Transportation's Purchasing Section until **2:00 PM, September 3, 2009**, and then publicly opened for furnishing the materials and services described herein.

The Bid Submittal Package and instructions are included in the Invitation to Bids.

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STANDARD CONTRACT PROVISIONS

PROJECT

Surry County Rest Area/Welcome Center (single) on I-77, Southbound Lane, 0.5 Miles South of the NC/VA Stateline.

GENERAL INFORMATION

SCOPE OF CONTRACT

The N.C. Department of Transportation is seeking the services of an experienced janitorial maintenance company to provide complete custodial operations and maintenance of rest area consisting of but not limited to an efficient janitorial and grounds service including labor, supervision, equipment and supplies as specified herein.

The Department places significant value on the treatment of travelers who visit rest areas. All travelers are to be treated as customers and the Contractor shall emphasize customer service at all times. The provisions of the services required as part of this solicitation ultimately reflect upon the Department and the State of North Carolina as a whole. This proposal, as written, is to be binding by the State and the Contractor.

CONTRACT TIME AND COMPLETION DATE

The date of availability for this contract will be October 1, 2009.

This project is to be awarded, if the award is to be made, within 30 days after the opening of bids.

The completion date for this contract is one (1) year from date of availability.

Extension of Contract: At the option of the contracting agency, North Carolina Department of Transportation (NCDOT), and upon written notification, this contract may be extended for two (2) additional periods, one (1) year each (maximum of three years total), to include leap year when applicable. Upon receipt of notification, the Contractor will be given fifteen (15) days to reply as to acceptance or rejection of an extension. If a reply is not received from the Contractor within fifteen (15) days, NCDOT reserves the right not to extend. The lump sum bid price will be increased for each one-year extension by two (2) percent of the current price. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Contractor will be notified ninety (90) days before expiration of the contract if NCDOT chooses not to offer an extension.

In accordance with G.S. 136-28.10 (Highway Fund and Highway Trust Fund Small Project Bidding) the maximum contract limit for Purchase Order Contract (POC) projects is \$1,200,000 per year.

NOTE: In order to extend the contract, proof of insurance coverage must be received by the Department of Transportation's Purchasing Agent, thirty (30) days prior to the expiration of the current contract.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division Eleven, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

The published volume entitled **North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, July 2006** with all amendments and supplements thereto, is by reference incorporated into and made a part of this contract; that, except as herein modified, all the work included in this contract is to be done in accordance with the specifications contained in said volume, and amendments and supplements thereto, under the direction of the Engineer.

TYPE OF CONTRACT

This contract is for Complete Custodial Operations and Maintenance. Contractors are to provide complete janitorial/custodial services and general maintenance of the rest area facility only. **Only bidders who meet all of the requirements specified in “Mandatory Pre-Bid Conference: Eligibility to Bid” (see page 200-4) will be considered eligible to bid on this project.**

MANDATORY PRE-BID CONFERENCE AND PROPOSAL REVIEW

All prospective bidders shall attend a Mandatory Pre-Bid Conference as shown below:

Date: August 20, 2009

Time: 9:00 AM

Place: Division 11 Roadside Environmental Office Conference Room

Location: 606 Statesville Road, North Wilkesboro, NC

County: Wilkes

Contact for Directions: 336-903-9229

NOTE: BRING A COPY OF THE CONTRACT TO THE CONFERENCE. CONTRACTS WILL NOT BE PROVIDED.

NOTE: The Mandatory Pre-Bid Conference will begin promptly at 9:00 AM. An official clock for the pre-bid conference will be designated. Contractors who are late will not be permitted to sign in or to participate in the conference and will therefore not be allowed to bid on this project.

Bidders are expected to read the contract and make their own investigation of the site prior to the conference.

No questions concerning the project will be answered by any Department personnel at any time, except at the Mandatory Pre-Bid Conference.

This conference will be conducted by Department personnel to ensure all prospective bidders are given an opportunity to obtain information relevant to the project and given an opportunity to ask any questions they may have.

The Engineer will explain areas of responsibility, standards of performance and expected results. This is also intended to be a time for the Contractor to raise questions as to the present condition of the facility. The Contractor is encouraged to make his/her own observations of the site(s) and may choose to have an electrician, plumber or other tradesman to assist him in determining the condition of the items identified in this contract as the Contractor's responsibility. For items that can be shown to the Department to be deficient, the Department may elect to: 1) repair or replace such item to bring it up to standard before the Contractor assumes responsibility, 2) not repair or replace such item, but remove this item from the Contractor's responsibility.

Any changes made to the contract during the pre-bid conference will be documented and included in an addendum to be posted on IPS. The entire addendum must be returned with the bid package, signed and dated. Failure to do so will result in disqualification of bid.

MANDATORY PRE-BID CONFERENCE: ELIGIBILITY TO BID

All prospective bidders at the Mandatory Pre-Bid Conference shall meet all of the requirements as shown below:

Only bidders who have attended the entire conference and properly registered at the Mandatory Pre-Bid Conference will be considered eligible to bid on this project. A bid received from a Bidder who has not attended and properly registered at the conference will be rejected as an irregular bid and will not be considered for award.

Attendance at the Mandatory Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the conference in accordance with the following:

1. The individual attending the Mandatory Pre-Bid Conference is a **full time employee of the company** being represented and has **administrative/supervisory** authority over the work to be performed under **this contract**.
2. The individual signs his/her name and company title on the official roster.
3. The individual writes in the name and address of the company he or she represents.
4. Only one company is shown as being represented by the individual attending.
5. The individual shall sign out when the conference is over.

AWARD OF CONTRACT

"The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute. 252) and the Regulations of the Department of Transportation (49 C.F.R., Part 21), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin".

All eligible proposals will be evaluated and acceptance made of the bid judged by the contracting agency to constitute the best value offered for the purpose intended. The Contracting Agency will not make its decision based solely on price, but will evaluate proposals based on completeness, content, Bidder's experience with similar projects, ability of the Bidder and staff, costs, Bidder's past performance (including contracts with the Contracting Agency), references, operations plan including completed personnel and materials outlines, and overall ability to perform the services required. The award of the contract, if awarded, will be made to the lowest responsible bidder. The lowest responsible bidder will be notified that his bid has been accepted and that he has been awarded the contract.

All awards are final and are not subject to further review. Any formal complaints concerning awards should be made in writing to the Engineer for the project.

PERFORMANCE GUARANTEE

Per G.S. 136-28.10, contract payment and performance bonds may be waived. For this project, the contract payment bond will be waived. In lieu of a contract performance bond, a performance guarantee will be required.

For the first year of this contract, the Contractor agrees to a Performance Guarantee consisting of five (5) per cent less than the amount of the monthly compensation. This is the amount of monthly compensation before any non-compliance or performance deductions. The Performance Guarantee will not be deducted for extensions and will be refunded without interest, pending the project site review, by the Contracting Agency at the end of the initial agreement unless an extension has been effected in which case the Performance Guarantee will be refunded at the completion of any extension agreement. In cases of default, the Performance Guarantee will not be refunded to the Contractor.

INSURANCE

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

Insurance coverage shall be maintained during the life of this contract and shall extend to operations performed by the contractor or his subcontractors, and by anyone employed directly or indirectly by either of them.

The Contractor shall take out and maintain during the life of this contract Workmen's Compensation Insurance for all of his employees employed at the site(s) of the project. In case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees employed at the site(s) of the project, unless such employees are covered by the protection afforded by the Contractor.

Pursuant to N.C.G.S. § 97-19, all contractors of the Department of Transportation are required, prior to beginning services, to show proof of coverage issued by a workers' compensation insurance carrier, or a certificate of compliance issued by the Department of Insurance for self-insured subcontractors stating that it has complied with N.C.G.S. § 97-93.

The contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the contractor, its agents, employees, and subcontractors or any one for whom the contractor may be responsible. The obligations, indemnities and liabilities assumed by the contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and Subcontractors performing work covered by this contract from claims for damage or property damages which may arise from operations under this contract. This insurance shall protect the Contractor whether such operations are done by himself or by any Subcontractor, or by anyone directly or indirectly employed by either of them.

The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

Proof of insurance from the Insurance Company as described above, for the period of the contract, shall be furnished to the Engineer prior to beginning of service. In addition to proof of insurance, the Contractor's policy shall include provisions whereby the Insurance Company will notify NCDOT thirty (30) days prior to the policy being cancelled.

SUBLETTING OF CONTRACT

All work as outlined under this contract shall be performed by employees of the Contractor or by an approved Subcontractor. Any requests for subcontracting must be submitted in writing to the Engineer a minimum of thirty (30) days prior to the proposed implementation of the subcontract. Subcontracting of required personnel staffing (including supervisor) will not be permitted in this contract.

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or any portion thereof; or of his right, title, or interest therein; without written consent of the Engineer. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than fifty-one (51) percent of the total original contract amount.

An assignment by operations of law or assignment for the benefit of creditors, or the bankruptcy of the Contractor, shall not vest any right in this contract in the Trustee in bankruptcy, the Contractor's creditors, or the agent of the creditors.

A Subcontractor shall not sublet, sell, transfer, assign, or otherwise dispose of his contract with a Contractor or any portion thereof; or of his right, title, or interest herein; without written consent of the Engineer. In the event of an assignment by operations of law or the bankruptcy of the Subcontractor, the Contractor shall have the right, power, and authority, in its discretion, without violating the contract or releasing the Surety, to terminate the subcontract. An assignment by operations law or assignment for the benefit of creditors or the bankruptcy of the Subcontractor shall not vest any right in this contract in the Trustee in bankruptcy, nor the Subcontractor's creditors or agents of the creditors.

The approval of any subcontracts will not release the Contractor of his liability under the contract and bonds, nor will the Subcontractor or the second tier Subcontractor have any claim against the Department of Transportation by reason of the approval of the subcontract.

Failure of the Contractor to comply with any of the provisions of this article may be justification for disqualifying the Contractor from further bidding. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

TEMPORARY SUSPENSION OF THE WORK

The Engineer or his representative will observe operations and may suspend work for unsafe activities or conditions. Work will not resume until the unsafe condition has been eliminated or corrected.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in Article 108-7 of the Standard Specifications.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

CONTRACT CANCELLATION POLICIES

CANCELLATION BY DEPARTMENT (DEFAULT)

The general reputation and performance of the Contractor is a reflection on the Department of Transportation. This contract may be cancelled at any time by reason of unsatisfactory performance or other default of the Contractor upon five (5) day's prior written notice by the Department. In addition, this contract may be cancelled immediately by written notification upon receipt of substantiated notification and verification that the Contractor has failed to properly pay in a timely or reasonable manner employees, suppliers, or businesses used in the completion of the contractual requirements contained in this proposal, or if the Contractor is found to be issuing checks not covered by sufficient funds. In such instances, the Department may request that the successful bidder be debarred from doing business with the Department, the state, and /or any of its subdivisions. Formal complaints may be filed with the NC Department of Labor, the Secretary of State, and the Attorney General's Office.

CONTRACTOR DEFAULT

When a Contractor defaults on an existing Complete Custodial Operations and Maintenance and/or Complete Professional Lawn and Grounds Maintenance Rest Area Contract anywhere in the State, the Contractor will not be considered for award of future contracts or extensions of current contracts, until the defaulted Contractor can demonstrate as indicated below that he/she is capable of meeting the requirements outlined in the new Complete Custodial Operations and Maintenance and/or Complete Professional Lawn and Grounds Maintenance Rest Area Proposal.

After a period of one (1) year from the date of default notification, a defaulted Contractor is eligible to present to the Department documentation that he/she is indeed capable of meeting the requirements outlined in the new Complete Custodial Operations and Maintenance and/or Complete Professional Lawn and Grounds Maintenance Rest Area Proposal. Documentation shall consist of:

- 1) Affidavits from a minimum of three (3) contracting firms that the Contractor has provided satisfactory performance of comparable custodial and/or grounds services within the past year;
- 2) Affidavits from a minimum of three (3) suppliers that the Contractor has paid said suppliers in a timely manner as set forth by the suppliers within the past year; and
- 3) Audited financial statements from the past year verifying that the Contractor is in good financial standing.

CANCELLATION DUE TO AVAILABILITY OF ADEQUATE FUNDING

Payments made on this contract are subject to availability of funds. The Department reserves the right to terminate this contract upon sixty (60) days notice if funds become unavailable for this purpose.

In the event of termination, the Contractor shall be given a written notice of termination at least sixty (60) days before completion of scheduled work for which funds are available. In the event of termination, the Contractor shall be paid for the work already performed in accordance with the contract specifications.

CANCELLATION DUE TO DISCONTINUATION OF SERVICE

In the event that the Department feels that it is in the State's best interest to temporarily discontinue use of the rest area facilities to serve the public, due to damages done to the facility by acts of God or other vandalism, or major renovation work deemed necessary by the Department, the Department will give the Contractor thirty (30) days written notice of cancellation of the contract.

LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

LAWS TO BE OBSERVED

In accordance with 107-1 of the Standard Specifications. The Contractor shall keep himself fully informed of all Federal and State laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall indemnify and hold harmless the Board of Transportation and the Department of Transportation and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulations, order, or decree, by the Contractor or by his agents and employees.

RESPONSIBILITY FOR DAMAGE CLAIMS

In accordance with 107-15 of the Standard Specifications. The Contractor shall indemnify and save harmless the Board of Transportation and its members and the Department of Transportation and its officers, agents, and employees from all suits, actions, or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

SAFETY AND ACCIDENT PROTECTION

In accordance with 107-22 of the Standard Specifications. The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

WAGES AND CONDITIONS OF EMPLOYMENT

In accordance with 107-23 of the Standard Specifications. The Contractor's attention is directed to the provisions and requirements of any and all public statutes which regulate hours or conditions of employment on public work. Such provisions and requirements that are appropriate, in accordance with the intent of the particular law, act, or statute, will be applicable to all work performed by the Contractor with his own organization and with the assistance of workmen under his immediate superintendence, and to all work performed by subcontract. It will be the responsibility of the Contractor to ascertain the appropriate application of such provisions and requirements to the work.

PROJECT PRE-WORK CONFERENCE

PROJECT DOCUMENT REVIEW

General: Following the award of a contract and prior to beginning work, the Engineer will schedule a project Pre-Work Conference with the Contractor. At this time, the Engineer will evaluate the Contractor's work plan, staffing, materials list, equipment, etc. to insure compliance with contract.

The Contractor shall furnish the information as listed below for the project Pre-Work Conference.

- a. Supervisor's name, address, telephone and pager number. A resume of the supervisor may be required.
- b. Breakdown on staffing by name, shifts, male, female, hours, etc.
- c. Completed janitorial supply list for review and approval. NCDOT form included in Standard Special Provisions. Labels and M.S.D.S. shall be submitted for each product.
- d. Copy of Uniform Rental and Cleaning Contract from uniform rental company, indicating the number of employees receiving uniforms and the number of uniforms for each employee.
- e. Copy of Waste Disposal Service Contract from waste disposal service company, indicating the number and size of the dumpsters being serviced and the number of days per week scheduled for pick up.
- f. List and contact information of all suppliers to be used in the completion of the contractual requirements contained in this proposal and the materials, equipment, supplies, repairs part, etc. being provided by each.
- g. Payroll schedule for the contract, outlining the terms and conditions.

PRE-WORK AND POST-WORK PROJECT SITE REVIEW

General: The Contractor and NCDOT Personnel shall conduct a pre-work and post-work thorough review/inspection of the project site facilities, grounds, etc., as follows:

Pre-Work Review: Prior to Contractor beginning any work, a listing is to be made by DOT of all items in need of repairs, areas which need painting, damaged/missing items, etc., and general statement as to overall appearance of rest area buildings and facilities.

Post-Work Review: On or just prior to the completion date of this contract or in the event of default of contract or termination of contract, a follow-up inspection of the rest area is to be made by the Contractor and NCDOT personnel to make a comparison of the facilities as to its conditions when the Contractor began work. A listing is to be made by DOT of items to be repaired, damaged/missing items, etc., and general statement as to overall appearance of rest area buildings and facilities.

The overall rest area general appearance and maintenance is to be same at completion of contract as when contract began. The Contractor will be required to repair, replace missing/damaged items, tools, etc., as determined by the inspections above. Repairs, replacement items, etc., not made by the Contractor will be made by NCDOT and cost withheld/deducted from final payment.

PROJECT SPECIAL PROVISIONS

COMPLETE CUSTODIAL OPERATIONS AND MAINTENANCE OF REST AREA

Description: The Contractor is to perform complete custodial operations and maintenance as specified herein to insure the facilities below are maintained in a safe, attractive, clean, sanitary and operable manner at all times. This contract includes rest area service building, inside & out; utility/storage building(s); vending machine building; outside lighting (does not include 15' and 30' pole lights nor vending building lights); picnic facilities (tables, shelters, grills, etc.); and the water distribution system and sewer system.

NAME AND LOCATION OF FACILITIES

NC Department of Transportation Rest Area/Welcome Center (single) on I-77 in Surry County, Southbound Lane, located 0.5 Miles South of the NC/VA Stateline.

TERMS AND DEFINITIONS

1. Safe: A condition free of hazards and not having a potential for personal injury or harm.
2. Clean: Free of impurities or foreign matter not normally a part of the original component and, if necessary, eliminating objectionable odors.
3. Sanitary: Promoting healthful conditions by the elimination of dirt, agents of disease or infection through ventilation, cleansing with disinfectants, or disposal of wastes.
4. Operable: Capable of being used as originally intended, including, but not limited to, properly flushing and draining commodes, urinals and sinks.
5. Scrub: The use of brushes, stiff bristle type, or other cleaning tools to accomplish the cleaning of various surfaces. Soap and clean water or other approved cleaning materials can be used with the proper cleaning tools.
6. Wash: To cleanse using water or other liquid, usually with soap or some type of detergent by immersing, dipping, rubbing or scrubbing.
7. Engineer: The Division Engineer of the Highway Division in which the project is located, acting directly or through his duly authorized representative.

GENERAL REQUIREMENTS

- A. Contract Document: A copy of the contract shall always be present at the rest area site for Contractor's employees' reference.
- B. Mandatory Wage Rate: This contract includes requirements for a minimum mandatory wage rate of \$8.88 per hour for each attendant and \$10.88 per hour for the supervisor (see page 600-8). This information shall be posted and a notice placed at each rest area, in the space utilized by the Contractor for posting of employee information, that the North Carolina Department of Labor should be notified by Contractor's employees if the mandatory wage rate is not being paid by the Contractor.

The Department of Transportation reserves the right at any time during the term of this contract to audit payroll records of the Contractor to ensure compliance to this contract (see page 600-8). Failure to comply with the contract specifications and/or failure to submit to the audit shall result in cancellation of contract.

- C. Safety and Accident Protection: Contractor shall be required to supply all safety personal protective equipment (PPE) to employees. PPE shall consist of, but not limited to: ear protection, safety glasses, safety vest (meeting ANSI/ISEA 107-2004 Class 2 standards), outside working gloves and disposable latex gloves.

The Contractor shall fulfill the requirements of this contract in a manner that ensures that all public access areas are free of potential hazards or risks that may cause injury, health or safety risks, or damage to assets. All accidents, injuries and near misses shall be reported to the Engineer immediately. All staff on duty will be required to submit a written statement to the Department describing the incident.

It is the Contractor's responsibility to ensure that all employees are trained to meet OSHA training requirements. In the event of an OSHA inspection which results in fines to the Contractor, NCDOT will reimburse Contractor only for those fines imposed as a result of a violation of OSHA standards in the structure of the facility itself. Any fines imposed as a result of the activities of the Contractor's employees, or of the Contractor's equipment, which are in violation of OSHA standards shall be the responsibility of the Contractor.

- D. Malicious Activity: In the event of malicious activity such as robbery, assault, vandalism, etc., Contractor's personnel are to contact local emergency services. All malicious activity shall be reported to the Engineer immediately.
- E. Materials and Equipment: The Contractor shall provide all materials, equipment and supplies, adequate in quantity and of a high commercial quality, necessary for professionally performing all work in this contract. All equipment shall be in good working order capable of being used as originally intended. A minimum of one (1) commercial style backpack leaf blower is required for use on the site.

The Contractor shall supply a complete list of the companies and their contact information, from which materials, supplies, and services for this contract are being purchased. Any changes in suppliers and/or contact information shall be reported to the Engineer within two (2) weeks.

- F. **Janitorial Supplies:** Cleaning materials used shall be a product specifically manufactured for the surface to be cleaned and approved by NCDOT prior to use. The Contractor shall furnish the Engineer with a completed copy of the Contractor's Janitorial Supply List (see Standard Special Provisions, "Janitorial Supply List", p. 440-1, 2) for his approval. A label and M.S.D.S. of each product must accompany the request. In addition, all products shall meet the specifications outlined on Page 440-1.

All products being used must be on the Contractor's Janitorial Supply List and Contractor shall resubmit the list prior to beginning the use of a product not previously reported. M.S.D.S. for each product shall be kept at the rest area site at all times. All containers, applicators and bottles shall be labeled with the product they contain.

NOTE: An immediate standard reduction to the Contractor's compensation will be applied if at anytime one or more stalls are without toilet paper, one or more hand towels dispensers are without hand towels, or one or more soap dispensers are without soap, as noted on page 370-4, "Standard Compensation Reductions".

NOTE: Misuse or mixing of chemicals and/or creating hazardous conditions will result in an immediate documentation of reduction in compensation as noted on page 370-3, "Standard Compensation Reductions".

- G. **Emergency Janitorial Supply & Repair Parts Inventory:** The Contractor shall maintain an emergency stock of janitorial supplies & repair parts at the rest area as specified on page 440-3, effective on the date of availability of the contract.. No changes may be made in the minimum amount required of each item without sufficient evidence of cause and written consent of the Engineer.
- H. **Repairs:** The Contractor shall ensure that the equipment at the facility is maintained in accordance with its operating manual and is kept in a good and serviceable condition. Contractor shall be responsible for routine maintenance repairs as listed on pages 460-1, 2, and damage to fixtures, equipment and materials in connection with performance of this contract. Routine repairs shall be made immediately. Vandalism shall be handled in the same manner as other repairs.

Repairs Not Accomplished In Accordance With Contract

- a. **Repair Time Limits:** When routine repairs on building, equipment, etc. are not accomplished in accordance with the contract, the Contractor's attendant on duty will be notified and directed to notify his supervisor. The repairs are to be performed/corrected within twenty-four (24) hours, with the exception of repairs which are determined by DOT to involve an unsafe situation. Repairs on these items (safety hazard) shall be accomplished within two (2) hours.

NOTE: Prior to replacement or repair of any equipment, Contractor should contact Engineer to verify whether the item is under warranty. Should the item be under warranty, the Department will negotiate with supplier for warranty materials.

- b. Follow-up on Repairs: The Department will make an inspection on repaired items after twenty-four (24) hours. The Contractor's supervisor and attendant on duty will be asked to accompany the Department's representative during the inspection. If the inspection shows the item or items have been corrected or satisfactory and continuous progress is being made, no further actions will be taken. If the repair(s) still remain to be made the supervisor and/or attendant will be issued a "Notification of Rest Area Contract Non-Compliance for Janitorial Maintenance" form (see page 480), with a copy mailed to the Contractor's company address.

NOTE: Failure to make repairs within the time limits will result in an immediate documentation of reduction in compensation as noted on page 370-3, "Standard Compensation Reductions".

NOTE: Repairs Resulting from Negligence of Contractor: The Contractor will be responsible for all repairs, regardless of cost, resulting from damage caused by the negligence of the Contractor or Contractor's employees. The Department will not participate in the cost of such repairs.

- I. Equipment Failure: All electrical, plumbing, HVAC, water, sewage, construction, etc. failures and/or problems shall be reported immediately to the Engineer.
- J. Standard Rest Area Staff's Uniform: The rest area uniform is a valuable point of staff recognition by the traveling public. Therefore, a high emphasis will be placed on staff wearing neat, clean and pressed uniforms at all times while on duty. The Contractor shall provide the standard rest area staff uniform as outlined herein. The rest area staff's uniform shall be supplied and cleaned by a professional uniform rental and cleaning service.

The Contractor shall provide the Engineer a copy of the uniform rental contract prior to beginning work. This agreement shall indicate the number of employees receiving uniforms and the number of uniforms for each employee. Any changes to the contract or any new contracts shall be provided to the Engineer.

NOTE: An immediate standard deduction to the Contractor's compensation will be applied when staff is not in specified uniform, or when the Contractor is without a uniform rental contract, (see "Daily Compensation Reduction Schedule", page 370-2 and "Standard Compensation Reductions", page 370-3).

All personnel working shall wear the rest area staff's uniform; this includes all attendants and supervisor on all shifts. The uniform shall be complete as outlined below, including contractor's logo and identification badge for employee, and shall be neat, clean and pressed. The Engineer shall determine the replacement of the uniform due to excessive wear, tear, fading, etc.

The uniform rental contract shall begin on or prior to the date of availability of the contract. In the event the contract expires or is cancelled by either the Contractor or the uniform rental service, a new uniform rental contract shall begin immediately upon the expiration/termination of the existing contract unless otherwise approved in writing by the Engineer. A copy of the new uniform rental contract shall be provided to the Engineer.

Each supervisor and full time attendant is to be initially furnished a minimum of eleven shirts (eleven long sleeve in winter and eleven short sleeve in summer), eleven trousers; along with two caps and one jacket. Each part time attendant (24 or less hours per week) is to be initially furnished a minimum of seven shirts (seven long sleeve in winter and seven short sleeve in summer), seven trousers; along with two caps and one jacket. The staff's shirts and trousers are to be cleaned by a professional uniform rental company with a weekly cleaning schedule of five (or three for part time) turn-in and five (or three for part time) returns.

The complete standard rest area staff uniform shall consist of cap, shirts (long sleeve and short sleeve), trousers, shoes, belt, jacket, and safety vest, along with Contractor's logo and identification badge for employee as specified below.

- a. Cap: Black baseball type with emblem. (NCDOT to furnish the rest area with an initial supply of caps.) A plain, black toboggan type, knit hat may be worn in lieu of the baseball cap outside during cold weather only. No other forms of head covering will be permitted.
- b. Shirt: Work/dress type, light gray, long sleeve for winter, short sleeve for summer, with standard highway rest area emblems on each shoulder as indicated in Standard Special Provisions, 'Rest Area Attendant's Uniform Emblem', p. 430 (furnished by Contractor).

Shirt shall be worn to fit and shall remain buttoned and tucked into the trousers at all times. If an undershirt is worn, it shall be plain white and sleeves shall not extend below the shirt sleeves.
- c. Trousers: Waist to ankle, dark gray, polyester/cotton permanent press material, belt loops, worn to fit (furnished by Contractor).
- d. Shoes/Boots & Belt: Work type, black, to be considered as part of the uniform (furnished by Contractor).
- e. Jacket: Standard rental uniform type, dark gray, polyester/cotton blend, permanent press material, waist length with standard highway rest area emblem on each shoulder as shown on page 430 (furnished by Contractor).
- f. Safety Vest: meeting ANSI/ISEA 107-2004 Class 2 standards (furnished by Contractor).
- g. Identification Badge: Pin/clip on or magnet type, showing company name and employee name. Badges shall be of a professional make, not hand written or typed. Or sewn on emblems as specified in "Rest Area Staff's Uniform Emblems", sections "a" and "b" page 430 (furnished by Contractor).

Note: Contractor to furnish complete standard uniform to each staff member as outlined above.

Temporary Uniforms: Temporary uniforms, as outlined below, will be used in lieu of rest area staff's rental uniforms for new employees and additional staffing. All employees (with the possible exception of additional staffing) are to be in complete rest area staff's uniforms within two weeks of beginning work.

The temporary uniform shall be complete as outlined below and shall be neat, clean and pressed. The cleaning/laundrying and pressing of the uniform's shirt, trouser, and jacket shall be the responsibility of the Contractor.

The temporary uniform shall consist of cap, shirt, trousers, jacket, safety vest, and identification tag as specified below:

- a. Cap: black baseball type with emblem (furnished by DOT). A plain, black toboggan type, knit hat may be worn in lieu of the baseball cap outside during cold weather only. No other forms of head covering will be permitted.
- b. Shirt: gray polyester/cotton blend, knit type with emblems (furnished by DOT). Shirt shall be worn to fit and tucked into the trousers at all times.
- c. Trousers: dark gray, polyester/cotton permanent press material worn to fit (furnished by Contractor).
- d. Jacket: dark gray, polyester/cotton blend, permanent press material, waist length with emblem on each shoulder (furnished by Contractor).
- e. Safety Vest: meeting ANSI/ISEA 107-2004 Class 2 standards (furnished by Contractor).
- f. Identification Badge: pin/clip on or magnet type, showing company name and employee name. Badges shall be of a professional make, not hand written or typed (furnished by Contractor).

The Contractor's attention is directed to the shirts furnished by NCDOT. For inventory purposes, the shirts shall be cleaned/launched and returned to the Engineer at completion of contract. The Contractor will be charged for all missing shirts at their replacement cost. Such cost will be deducted from the Contractor's monthly payment.

Note: Contractor to furnish trousers, jackets, safety vests and identification badges as outlined above. NCDOT will furnish twelve (12) knit shirts and twelve (12) caps per site.

DOT Replacement of Knit Shirts and Caps: The Engineer will determine replacement of knit shirts and caps prior to the end of the contract due to excessive wear, fading, tear, etc. The Contractor, upon request by the Engineer, shall clean/laundry and turn in specified items for replacements. The replacement for these items is to be made at no cost to the Contractor.

Safety Vests: Staff shall wear safety vest at any time while working along the main roadway, ramps, drives, parking lots, or other areas as directed by the Engineer.

- K. Door Mats: The Contractor is to provide a minimum of one (1) outdoor and one (1) indoor slip-resistant type doormats (3' x 5' or larger) to be used at each entrance door. Mats are to be provided and cleaned by a rental company with a weekly cleaning schedule. The Engineer is to approve type, color, texture, etc., prior to their use. Mats shall be cleaned daily. The Engineer will determine and direct the replacement of mats due to excessive wear, fading, tear, etc.
- L. Work Signs - Out-of-Order, Cleaning/Service etc.: The Contractor shall place specified signs when cleaning/service any area of the rest area during maintenance operations. Every reasonable effort is to be made to keep the restrooms open at all times. In facilities with dual men's and women's restrooms, a section shall be closed only when an attendant is actively cleaning/service that section. No section shall be allowed to remain closed after cleaning/service. A "Wet Floor" sign shall be used until the floor is dry. However, the restroom shall not be closed for public use during that time.

NOTE: An immediate standard reduction to the Contractor's compensation will be applied if a section is closed when an attendant is not actively cleaning/servicing that section (see "Standard Compensation Reductions", page 370-3).

The work signs and barricades are a part of the rest area, furnished by DOT, and replacement will be handled by DOT with the exception of replacement resulting from damage, vandalism or theft caused by the negligence of the Contractor or the Contractor's employees.

- M. Caution/Warning Signs: In any area where outside maintenance is being performed, the Contractor shall place appropriate caution/warning signs or orange cones, provided by the Contractor, in the rest area. Special precautions shall be used while utilizing motorized equipment such as blowers, etc. within the vicinity of the general public, their vehicles and property.
- N. First Aid Kit: This item is a part of the rest area site, furnished by the Department. Contractor shall ensure personnel are trained in the proper use of the first aid kit and how to assist the public with safety related incidents. Contractor shall be responsible for replenishing the supplies in the kit as they are used. Replacement of the first aid kit needed as a result of the Contractor's negligence shall be charged to the Contractor.
- In the event of an emergency, Contractor's personnel are to contact local emergency services. Staff is not to act as emergency medical personnel, unless properly certified to do so. Contractor shall report all accidents and injuries to the Engineer immediately.
- O. Fire Extinguisher(s): This item is a part of the rest area site, furnished by the Department. Contractor shall ensure personnel are trained in the proper use of the fire extinguisher(s) and how to assist the public with fire or safety related incidents. Contractor shall report the use of a fire extinguisher to the Department. Contractor shall be responsible for recharging/refilling the fire extinguisher(s) as needed. Contractor shall also be responsible for monthly check and maintenance of the fire extinguisher(s) to maintain valid inspection stickers. The Department will perform the annual inspections. Replacement of the fire extinguisher needed as a result of Contractor's negligence shall be charged to the Contractor.
- In the event of fire, Contractor's personnel are to contact local emergency services. All fire events shall be reported to the Engineer immediately.
- P. Hazardous Materials Spills: In the event of a petroleum spill, an acid/base spill, or any other hazardous materials, Contractor's personnel are to contact local emergency services. Contractor shall report all spills to the Engineer immediately.
- Q. Telephone: This item is a part of the rest area site, furnished by the Department, for emergency use only. Contractor and his personnel shall not use the telephone for any other reason. The cost for all long distance calls, etc. billed to the Department shall be taken out of the Contractor's monthly invoice. Replacement of the telephone needed as a result of the Contractor's negligence shall be charged to the Contractor.
- R. Unsanctioned Activity: It is the responsibility of the Contractor to report all incidents, such as overnight camping, disorderly conduct, skateboarding, etc. to the Engineer immediately.

- S. Renovation Work: Painting, construction of utility building(s) and major repairs may be required to be done by others during the life of this contract. The Contractor shall be required to cooperate with other contractors or state forces in the execution of painting, construction or major repair work.
- T. Closing Rest Area: At the direction of the Engineer the Contractor shall install and remove barricades at entrance and exit ramps as instructed. The Contractor will not be allowed to close the rest area without instructions from the Engineer. Barricades, signs, etc. for closing the rest area will be furnished by NCDOT. The Contractor shall provide a safe, practical and efficient way to transport barricades.
- U. Adverse Weather Policy:

Hurricanes: When a rest area is in the impact area of a hurricane or on the evacuation route, the Engineer may require the Contractor to supply additional attendant(s) per rest area due to increased usage and workload. The Contractor will be compensated according to the formula for “Non-Scheduled Work”, p. 370-6, for the additional attendant(s).

When sustained winds reach tropical storm force at the rest area, and when a mandatory evacuation order has been completed, upon notification by the Engineer, the Contractor is released of responsibility and may allow their attendants to evacuate the rest areas and will not be penalized for the time the rest area was unattended due to the hurricane. The appropriate time the rest area is left unattended is at the discretion of the Engineer.

When the rest area is located within a mandatory evacuation area, and/or notification has been given by utility providers that service will be purposefully interrupted, upon evacuating the rest area, the Contractor shall lock the facility and post signs on doors stating the facility is closed due to the mandatory evacuation order and the impending hurricane.

When the rest area is located outside a mandatory evacuation area, and no notification has been given by utility providers that service will be purposefully interrupted, upon evacuating the rest area, the Contractor shall leave all facilities open and accessible to the public. Contractor will re-staff the rest area as soon as possible after the storm has subsided and utilities have been restored.

Contractor shall make an assessment of any damage to the rest area and report such to the Engineer immediately. Repairs will be handled in the same manner as other repairs, see Repairs, p. 310-2. The Engineer may require the Contractor to supply additional attendant(s) to clean up debris from the hurricane. The Contractor will be compensated according to the formula for “Non-Scheduled Work”, p. 370-6, for the additional attendants(s). Large limbs or trees (greater than 10” in diameter) will be cut up and prepared for disposal by the Department. The Department will remove all hurricane-related debris from the site.

Snow and Ice Removal: When a rest area is in the impact area of a snow and/or ice storm, the Engineer may require the Contractor to supply additional attendant(s) per rest area due to increased usage and workload. The Contractor will be compensated according to the formula for “Non-Scheduled Work”, p. 370-6, for the additional attendant(s). The Division of Highways will scrape/push snow from drives/parking lots; however, openings to sidewalks and all snow and ice removal from sidewalks will be the Contractor's responsibility.

Slippery sidewalk surfaces are to be sanded and/or treated with de-icing materials approved by the Engineer to eliminate unsafe conditions. Any snow/ice accumulation or slush shall be removed manually. Approved caution sign(s), provided by the Contractor, warning of ice on walks shall be placed in full view. An on-site inspection from the Contractor's Daily Operations Supervisor will be required during the snow and/or ice storm event to ensure that immediate action is taken to correct conditions determined by the Department to be unsafe, or reflecting unfavorably on the State of North Carolina and/or the Contractor.

NOTE: An immediate standard deduction to the Contractor's compensation will be applied when sidewalks are not maintained as specified (see "Standard Compensation Reductions", page 370-3).

NOTE: Failure to comply with the Adverse Weather Policy will result in an immediate standard reduction to the Contractor's compensation when the required number of attendants are not present or on duty for any part of all shifts as specified (see "Standard Compensation Reductions", page 370-3).

- V. Procedures for Dealing with Suspicious Packages, Substances, etc.: If any suspicious packages, substances, etc. are found on rest area grounds or in rest area facilities, employees are to immediately call the Engineer.
- W. Operational Manuals: Contractor shall be responsible for maintaining all pamphlets, manuals, operating instructions, etc., furnished to him by the Department.

USE OF REST AREAS

- A. The Contractor shall not restrict any religious, non-profit, charitable, or educational organization with a valid permit from soliciting at the rest area facilities; however, such activity should be reported to the Engineer. The Department is responsible for issuing permits to organizations for solicitation purposes. See Standard Special Provisions, "Solicitation of Contributions at Rest Areas", pages 470-1 and 2.

The Contractor is advised that permits may be issued by the Department and the Department only, for use of the rest areas by private organizations for such activities as providing free coffee to travelers during a specific time frame.

Inquiries about such permits should be directed to the Engineer. The Contractor is expected to monitor the activities of permitted organizations and report any noncompliance of the terms of the permits to the Engineer. The Contractor's operations shall not restrict or disrupt the permitted activities of the organizations.

- B. The Contractor shall assist in the enforcement of DOT ordinances such as overnight parking, solicitations, etc.
- C. Contractors are advised that rest areas are for the convenience and safety of the traveling motorist and that customer service is of primary importance. Contractors will be given information on how to effectively deal with the public, and will be required to review this with employees.
- D. The Contractor shall provide information and assistance to motorists in need of aid or direction, including, but not limited to:
1. Furnishing directions to nearest hospital or emergency medical facility.
 2. Knowing how to get immediate ambulance service.
 3. Providing locations and telephone numbers of service stations, garages, motels, restaurants, campgrounds, etc. upon request.
 4. Providing highway travel information.
 5. Providing official North Carolina maps as furnished by DOT.
 6. Always keeping a CO₂ or dry powder, type ABC, 10-pound fire extinguisher available.
 7. Assisting handicapped persons traveling alone in any way possible.
- E. The Contractor's personnel are not to accept payment or gratuities from the public for any services rendered. The Contractor is cautioned concerning the following items:
1. Do not make telephone calls for assistance, except for medical emergency or for police assistance.
 2. Do not attempt to be emergency medical personnel unless certified to do so. In case of emergencies, contact local emergency services.
 3. Do not bring any illegal drugs, alcohol, guns, knives, explosives, or incendiary devices onto the rest area site(s).

4. Do not attempt to be a law enforcement officer. Contractor's personnel shall cooperate with duly constituted law enforcement officers in the performance of their duties.
 5. Do not give permission for any activities to be conducted at the rest area.
 6. Do not distribute commercial highway maps.
 7. Do not perform mechanical work on anyone's vehicle.
 8. Do not recommend any specific service station, garage, restaurant, motel, campground or other commercial enterprise.
 9. Do not furnish any refreshments to the traveling public.
 10. All misplaced/lost items found at the rest area site shall be reported to the Engineer immediately. Items shall be kept in a secure location until the owner or Department retrieves the items. Each item shall be tagged showing date and place found, description of item and signature of finder.
- F. Parked vehicles are to be given a periodic check to determine whether passengers may be in need of help. Any vehicle parked for a long period of time, parked with the engine running, or in a location not used for parking should be checked more thoroughly and reported to the Engineer. Do not interfere with the privacy of anyone, unless there is something obviously wrong.
- G. The Contractor or his employees will be limited to personal items on the premises as follows:
1. Items such as ice chest/cooler or refrigerator no larger than 2 ± cubic feet; commercial grade microwaves, 1000 watts or less; commercial hot pot/percolator up to 12 cups and small wooden/metal/plastic straight back chair or stool; other items may be permitted with the approval of the Engineer.
 2. Items such as padded chair, recliner, sofa, daybed, television, stereo, cooking equipment, camper/motor home, walkman radio, etc. will not be allowed.
 3. Cellular phones and their use are allowed. Such use shall be restricted to times when the employee is on break and is inside the facility Mechanical/Storage room with the door closed or outside away from the building only. The cellular phone may be carried on the employee's person provided it is on a belt holster or concealed and in a "silent" mode. No earpieces will be allowed.
 4. In addition to limited personal items, employees will not be allowed to have family members, friends, etc. visiting (hanging around) the rest area property while employee is on duty.
- H. The Contractor will not be permitted to change or re-key locks; or install any type of security devices without prior approval of the Engineer. Contractor will be responsible for the cost of such items.
- I. The Contractor will not be permitted to set up temporary utility building(s), trailer(s), vehicles, etc. for storage, office, etc.
- J. The rest area is non-smoking facility. The Contractor or his employees will not be permitted to smoke inside any buildings on the rest area site or outside the buildings near the entrances.

PERSONNEL REQUIREMENTS

- A. **General:** The Contractor shall provide qualified and trained personnel capable to manage, operate, clean, maintain and repair the rest area(s) and to satisfy all the requirements of this contract. The Contractor is to make his own review of the contract requirements for work included herein and in conjunction with actual job site conditions. The required staffing shall not be less than specified; however, the Contractor is responsible for all work included herein. The first priority of on-duty personnel shall be to maintain restroom facilities in accordance with the requirements herein; however, other areas of responsibilities must comply with related requirements. While on duty, Contractor's personnel shall work consistently on the prescribed cleaning and maintenance schedules as described herein.

The Contractor's personnel are to be polite and assist the traveling public with information and aid in such a manner as to reflect favorably on the State and Contractor providing the service. The Contractor shall be responsible for the behavior of its employees in relation to the public and shall take all necessary and appropriate steps to ensure its employees behave in accordance with the provisions of the contract. The Department reserves the right to require the Contractor to replace any employee who displays unacceptable personal conduct, displays unsatisfactory job performance or is a potential threat to the safety of the traveling public. Unacceptable personal conduct includes, but is not limited to, conduct which constitutes a violation of state or federal law or conduct which is inconsistent with the job requirements of this contract.

The Department places significant value on the safety of the traveling public. Upon request of the Engineer, the Contractor may be required to perform criminal history background checks on employees, including all Contractor officers, owners, partners and/or managers, using a reliable criminal database source, and provide such information [with information submitted] to the Department. Additional information may be required as necessary to verify the accuracy of the requested background check. The Contractor shall be responsible for excluding any information protected under relevant privacy laws. Criminal history background checks shall be considered incidental to the work of the contract and no further compensation will be made to the Contractor should the background check request be made.

- B. **Staffing:** Staffing shall be year round to include all holidays. Staffing requirements will be divided into two (2) separate seasonal periods, summer and winter. At no time during the allotted hours is the rest area to be without the required number of attendants on duty. Contractor's personnel shall not leave the facility while on duty. At least one (1) English speaking employee shall be on duty during all staffing hours.

Summer: April 1 to November 30. Staffing shall be from 7:00 AM to 7:00 AM, twenty-four (24) hours per day, seven days per week, to include all holidays. .

The Contractor shall provide qualified personnel to satisfy the contract objective at all times, but not less than one (1) person per shift (five (5) eight (8) hour shifts and one (1) four (4) hour shift per day, total of forty-four (44) staffing hours per day) with shifts overlapping as outlined below.

First Shift:	7:00 AM to 3:00 PM
Second Shift:	7:00 AM to 3:00 PM
Third Shift:	8:00 AM to 4:00 PM
Fourth Shift:	3:00 PM to 11:00 PM
Fifth Shift:	4:00 PM to 8:00 PM
Sixth Shift:	11:00 PM to 7:00 AM

Winter: December 1 to March 31. Staffing shall be from 7:00 AM to 11:00 PM, sixteen (16) hours per day, seven days per week, to include all holidays.

The Contractor shall provide qualified personnel to satisfy the contract objective at all times, but not less than one (1) person per shift (four (4) eight (8) hour shifts and one (1) four (4) hour shift) per day, total of thirty-six (36) staffing hours per day) with shifts overlapping as outlined below per site.

First Shift:	7:00 AM to 3:00 PM
Second Shift:	7:00 AM to 3:00 PM
Third Shift:	8:00 AM to 4:00 PM
Fourth Shift:	3:00 PM to 11:00 PM
Fifth Shift:	4:00 PM to 8:00 PM

Additional Shift: The Contractor shall provide an additional shift with qualified personnel to satisfy the contract objective at all times, but not less than one (1) person per eight (8) hour shift on the following holiday weekends:

First Holiday:	Beginning the Friday prior to Easter Sunday and ending the Monday following Easter Sunday, except on Easter Sunday.
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Second Holiday:	Beginning the Friday prior to Memorial Day and ending the Tuesday following Memorial Day.
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Third Holiday:	July 3 rd , 4 th and 5 th .
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Fourth Holiday:	Beginning the Friday prior to Labor Day and ending the Tuesday following Labor Day.
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Fifth Holiday:	Beginning the Wednesday prior to Thanksgiving Day and ending the Monday following Thanksgiving Day, except on Thanksgiving Day.
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Sixth Holiday:	December 23 rd , 24 th and 26 th .
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Additional Shift:	11:00 AM to 7:00 PM
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NOTE: Staffing schedule will be as noted unless otherwise modified by the Engineer, in which instances the Contractor will be given five (5) days prior written notice. The Contractor shall schedule the above staffing for a male and female to be on duty during all overlapping shifts as noted above.

NOTE: An immediate standard deduction to the Contractor's compensation will be applied when the required number of attendants are not present or on duty for any part of all shifts as specified. In addition, if the site has been left unattended, NCDOT may proceed with the maintenance of the rest area and the Contractor's compensation will be reduced, (see "Standard Compensation Reductions", page 370-3).

The Contractor shall generate a designated break and meal schedule for all employees that shall be posted in the service room of each facility. At any time there is more than one (1) attendant scheduled for duty, breaks and meals shall be taken separately.

The mechanical room and service room of each facility shall remain unlocked at all times Contractor's employees are inside these rooms. Rooms shall be locked at the end of the last shift each night.

- C. **Supervisor:** The Contractor shall provide a Daily Operations Supervisor for daily supervision of rest area attendants. A high level of importance is placed on proper supervision. The Contractor's Daily Operations Supervisor shall be available by telephone and/or telephone pager 24 hours a day for immediate contact. The supervisor shall have the authority to take immediate action to correct conditions determined by the Department to be unsafe, unsanitary, or reflecting unfavorably on the State of North Carolina and the Contractor.

The supervisor shall be located within 50 miles of the rest area or no more than one hour's travel time from the rest area, twenty-four hours per day, seven days per week.

Experience: The Contractor's supervisor shall have a minimum of one (1) year's experience as a supervisor; of this time, a minimum of six (6) months supervising attendant/custodial maintenance personnel. The supervisor should have the ability to make minor repairs and must have a valid N.C. driver's license. The supervisor shall be fluent in English.

Supervisor's Weekly Work Log: The supervisor shall maintain a weekly work log, posted in a designated place at the rest area, indicating condition of the facilities and time spent on each shift. Supervision shall be maintained on all shifts, totaling a minimum of forty (40) hours each week at each rest area site (see Standard Special Provisions, "Supervisor's Weekly Work Log", p. 410-1). Hours of required supervision shall be divided equally among all shifts and sites and shall be accomplished on random days and at random times, seven days a week, Sunday through Saturday. Each job site review shall consist of a minimum of one hour. The Supervisor's Weekly Work Log shall be kept up to date and posted at a designated place at each rest area site. **Only hours actually present at the facility while other attendants are also present shall be considered supervisory time and shall be recorded.**

NOTE: An immediate standard deduction to the Contractor's compensation will be applied when the supervisor has not performed the specified number of hours of supervision each week (see "Standard Compensation Reductions", page 370-3).

The supervisor may be allowed to work for one absent attendant for a maximum of four hours, the four hours allowing time for a replacement attendant to report for work. The daily work schedule shall reflect the absent attendant and time worked by the supervisor. The Contractor's attention is directed to time worked on a shift as attendant, this time shall not be considered as supervisor time.

In addition to supervision as specified above, the supervisor shall be required to follow-up on public complaints, breakdowns, repairs and problems with personnel so as to reflect favorable on the State and the Contractor.

Replacement of Supervisor: The Engineer shall be contacted immediately in the event the supervisor position becomes vacant for any reason. The Contractor shall submit a written request to the Engineer for the replacement of the supervisor. A resume outlining individual's experience may be required. The supervisory position shall not remain vacant longer than two (2) weeks.

Supervisor's Time Off: The Contractor can designate, with approval from the Engineer, a substitute supervisor who can work in the Supervisor's absence for not more than thirty (30) days annually. If the designee is a current attendant at the rest area the Contractor shall only be required to pay the mandatory wage rate for attendants for hours worked as a substitute supervisor.

On the Job Training for Attendants: The Contractor's supervisor shall work directly with all new employees a minimum of eight (8) hours immediately upon employment, during the first week if possible, for on-the-job-training. Additional on-the-job-training maybe required where attendant(s) work is found unsatisfactory. Documentation showing attendant's name, date, and number of hours of on-the-job-training for new and existing employees shall be attached to the Contractor's monthly invoice for payment (see Standard Special Provisions, "Supervisor's On The Job Training Record", page 410-2).

Additional training (above the minimum eight (8) hours) shall include all safety training (OSHA requirements, M.S.D.S., first aid kit, fire extinguisher, etc.) and the review of any videos and information provided to the Contractor by NCDOT. This training shall also be documented on the training record. Such training shall be considered incidental to the contract and no further payment shall be made.

Records: The original supervisor's weekly work log, signed and dated; the original employee monthly work log, signed and dated; and the original training record, signed and dated; shall be submitted to the Department each month with the Contractor's monthly invoice. Additional information to be submitted is outlined on page 370-5.

NOTE: Falsification of information will result in an immediate reduction in compensation as outlined on page 370-4, "Standard compensation Reductions".

- D. General and Emergency Repair:** The Contractor shall have on-site, or available to be on-site within two (2) hours of notification, personnel (custodian, supervisor, or other) that shall be competent in emergency repairs of plumbing, electrical and any other site critical systems. This time shall not be considered non-scheduled work/additional staffing.

- E. **Non-Scheduled Work/Additional Staffing:** DOT reserves the right to require a higher staffing level and or staffing during non-scheduled contract hours for short periods of time in the event of an emergency, special event(s) (local public attractions), selected holiday(s), etc. DOT will determine the need for additional staffing, number of attendants and time required for a particular situation in order to restore and/or maintain the rest area in an acceptable level/condition for these occasions. All non-scheduled work not approved by the Department will be at the Contractor's expense.

Additional Staffing is not to be considered as a part of the contract price. Payment to the Contractor for additional staffing as specified above for non-scheduled work is outlined under "Basis of Payment", page 370-6.

REST AREA SERVICE BUILDINGS

The Contractor's responsibilities shall include, but not be limited to the following:

Operation and maintenance of the rest area service buildings; restrooms must be thoroughly and frequently cleaned so that they always present a clean, sanitary appearance and are virtually odorless. The required cleaning shall not be less than specified; however, the Contractor is responsible for maintaining clean and sanitary conditions as specified herein.

In addition to the daily cleaning routine for each shift outlined in Section A, hourly follow up cleaning, outlined in Section B, is required as specified during all staffing hours. During periods of heavy use, the restrooms shall be checked regularly, two to three times each hour, to insure that they are clean. All surfaces shall be cleaned on a regular schedule with an hourly follow-up cleaning as specified herein to insure a clean appearance at all times.

This section (pages 340-1 through 340-3) shall be posted in a location visible to all cleaning personnel in the rest area service room. This list is not all-inclusive. The entire rest area site is to be maintained in a safe, attractive, clean, sanitary and operable manner at all times.

CLEANING SCHEDULE FOR SERVICE BUILDINGS

A. Daily Cleaning Routine

Summer: 1st Complete Cleaning Begin at 7:00 AM
 2nd Complete Cleaning Begin at 3:00 PM
 *3rd Complete Cleaning Between 11:00 PM and 7:00 AM

Winter: 1st Complete Cleaning Begin at 7:00 AM
 2nd Complete Cleaning Begin at 3:00 PM
 *3rd Complete Cleaning Begin at 9:00 PM

* This is to include scrubbing floors and walls (especially grout) with brushes.

1. Sweep floor - dust walls and ceiling for cobwebs.
2. Empty and clean trash receptacles, replace liners (required) as needed to maintain sanitary conditions.
3. Refill dispensers.
4. Clean toilet partitions, dispensers, waste receptacles and doors. Greasy film shall not be left on stainless steel surfaces and/or composite surfaces. They shall be wiped dry after cleaning.
5. Sanitize/clean toilet bowls.
6. Sanitize/clean seats.
7. Sanitize/clean urinals.
8. Clean lavatories.

9. Clean hardware (push/pull plates, bars, kick plates, etc.).
10. Clean mirrors.
11. Mop floor using clean water.
12. Refill deodorant container (or use spray deodorant).
13. Remove graffiti.
14. Keep doors, and display case fronts clean.
15. Sanitize/clean water cooler.
16. Replace napkin bags in receptacle and use disinfectant on container.
17. Sanitize/clean baby changing stations/tables.

B. Hourly Follow-up and Spot Check Cleanings. Hourly cleaning shall be conducted on the hour and at the end of each shift.

1. Sweep as often as needed to maintain litter-free floor.
2. Empty receptacles.
3. Refill dispensers, soap, toilet tissue, hand towels, etc.
4. Spot-scrub urinals, toilets as needed.
5. Spot-clean as needed – floors, doors, glass walls in lobby, partitions, etc.
6. Clean lavatories.
7. Wipe-off mirrors.
8. Spray deodorant if required.

C. Weekly Cleaning Routine

1. Wash all windows and glass doors in restroom and lobby, (exterior-interior) a minimum of two times each week. Dependant upon need, window and door surfaces may need spot cleaning or complete cleaning more than twice per week.
2. Scrub walls and floors (especially grout, around and under urinals, toilets, lavatories and baseboard tiles) with brush and approved cleaning agent; dry tile, metal, etc.
3. Clean all exposed pipe, hinges, latches, escutcheons and fittings.
4. Scrub concrete floors with concrete cleaner.
5. Touch up paint as required with original colors.
6. Clean and polish hardware (brass, stainless steel, etc.).
7. Clean all air grills, returns and vents.
8. Clean/dust light covers.
9. Clean electric eyes on glass doors to remove any obstructions.

D. General:

1. No flammable liquids shall be stored in service building, including equipment.
2. Change air filters monthly or as directed by the Engineer.
3. Grout is to be pressure washed or power scrubbed by an approved machine and cleaner, both manufactured for the purpose of cleaning grout, as approved and directed by the Engineer but no less than twice per year.

OUTSIDE MAINTENANCE OF SERVICE BUILDING AND PICNIC ACCESSORIES

A. Daily Maintenance Routine

1. Sweep or blow off and clean porches and sidewalks.
2. Remove cobwebs and/or bugs on the siding and soffits that are within 9 feet of the adjacent horizontal surface.
3. Empty litter receptacles, replace liners to maintain sanitary conditions (clean, dry, odorless).
4. Sanitize/clean picnic tables after each use, clean benches and concrete pads after each use.
5. Clean grills after each use.
6. Wash drinking fountain bowl, remove trash.
7. Remove cigarette butts from cigarette urns.

B. Weekly Maintenance Routine

1. Inspect and report any need for major repairs such as leaks in roof, damage to doors, windows, gutters and downspouts, air condition units, etc.
2. Clean exterior of service building to keep clean of dirt, mildew, bugs, etc.
3. Clean gutters where applicable to insure they drain properly, maintain drains/splash blocks; drip line anti-splash material, etc.
4. Touch-up paint doors and doorframes, corner trim on walls, display case frames and handrails as needed.
5. Clean light lenses.
6. Wash/scrub picnic table top, benches and concrete pads.
7. Wash/scrub trash cans/recycling bins and concrete pads.
8. Clean out grills, wash/scrub concrete pads.
9. Clean out cigarette urns, replace sand.

CUSTODIAL OPERATIONS AND MAINTENANCE OF WELCOME CENTER (BY OTHERS)

- A. The Welcome Center interior portion of the Rest Area Service Building is NOT a part of this Contract. This area is to be cleaned and maintained by others. The Contractor is to maintain (sweep, trash pickup/removal, etc.) all porch areas to the exterior walls of the Welcome Center.
- B. Contractor's personnel shall not act as travel guides. Visitors with travel questions are to be politely directed to the Welcome Center where their trained personnel can offer assistance. When the Welcome Center is not open, the Contractor's personnel should direct visitors to available travel brochures on display. At no time should Contractor's personnel give their personal opinions about restaurants, businesses, motels, etc.
- C. Contractor's personnel shall not be allowed to utilize the Welcome Center facilities (telephone, office, storage area, etc.) and shall not "hang around" within the Welcome Center during scheduled work hours.
- D. The operation and maintenance of the Welcome Center is performed by others. Therefore, the Contractor's personnel shall not be allowed to perform any work (odd jobs, errands, repairs, janitorial, etc.) which may be requested by Welcome Center personnel, while scheduled for work at the rest area. Contractor's employee working for Welcome Center personnel will be considered as "Attendant Not on Duty", see page 370-3.

UTILITY/STORAGE BUILDING

- A. The Contractor shall maintain the inside and outside of utility/storage building on the rest area site.
- B. Materials, equipment, etc., stored in this building shall be kept in a neat and orderly manner.
- C. Chemicals, flammable liquids, etc., shall be stored in designated area in accordance with manufacturer's recommendations. Other supplies, materials, or equipment will not be allowed in this area.
- D. Building shall be kept free of dirt; mop/scrub floors as necessary to remove grease, oil, etc.
- E. Structural damages, repairs, touch-up painting, etc., to utility/storage building will be handled under same provisions as 'THE REST AREA SERVICE BUILDING'.
- F. No materials shall be stored on the outside of the utility/storage building.

HIGHWAY REFRESHMENT VENDING FACILITY

Within this site, there is an area designated for housing various vending machines for dispensing refreshments. The vending machine building is to be opened 24 hours a day, unless directed by the Engineer. The Contractor will be required to lock or unlock the building as directed by written request from the Engineer.

The Contractor shall maintain the building and grounds in vicinity of the vending facilities as follows:

- A. Sweeping, consisting of all sidewalks around vending building and vending building floor as needed; to include in-between vending machines no less than once per eight hour shift.
- B. Mopping & Scrubbing, when spills occur, inside and outside.
- C. Raking, consisting of removal of debris (trash, cigarette butts, candy/cake wrappers, etc.) from area around vending building as needed; however, not less than once per eight hour shift.
- D. Outside maintenance of vending facility, clean gutters and sweep/remove debris off roof when needed.
- E. Disposing of trash, consisting of emptying containers, replacing liners and placing in dumpster as needed; however, no less than once per eight hour shift. Trash generated from the stocking of vending machines will be bagged, bundled, etc. by the vending machine operator and placed in an agreed upon location for disposal by the Contractor.
- F. Doors/Windows. The vending facility has been/may be retrofitted with glass doors during the duration of this contract. From that point forward, glass is to be spot cleaned as needed. The repairs to doors, locks, etc., of the vending machine building are not a part of this contract and will be handled by others.
- G. Lights/Light Fixtures. The lights and light fixtures of the vending machine building are not a part of this contract and will be handled by others.

The Contractor will not be responsible for filling, servicing, etc. the vending machines and the Contractor's personnel shall not be allowed to perform such work which may be requested by vending personnel, while scheduled for work at the rest area. Contractor's employee working for vending personnel will be considered as "Attendant Not on Duty", see page 370-3.

WATER SYSTEM MAINTENANCE

- A. A water meter reading shall be taken each day by 9:00 a.m. at each rest area site and recorded on the Rest Area Water Meter Report, page 420-1. This report shall be sent to DOT at the end of the month.
- B. Contractor shall be responsible for inspections of all waterlines and valves connected to the facilities within the rest area property (i.e. all equipment in conjunction with potable water system) and shall notify DOT immediately of any needed repairs.

OPERATION AND MAINTENANCE OF THE REST AREA SEWAGE TREATMENT PLANT (Extended Aeration Type)

The Contractor shall be responsible for the complete daily operation and maintenance of the Rest Area Sewage Treatment Plant, (Extended Aeration package type) in accordance with the Wastewater Permit requirements and provision herein.

- A. N.P.D.E.S. Permit - See Standard Special Provisions, "NPDES Permit", p. 490.
- B. Sewage treatment system is an extended aeration activate sludge system, consisting of aeration tank(s), settling tank(s), and chlorination tank(s).
- C. Mechanical equipment, electric motors, roots blower(s), air distribution system, controls, etc. are to be maintained and serviced in accordance with manufacturer's recommendations. It is the Contractor's responsibility to change out electric motors, roots blower(s), air distribution system, controls, etc. The Department will furnish motors and parts etc.
- D. General guidelines on operation and maintenance of an extended aeration sewage treatment plant is outlined in Standard Special Provisions.
- E. The Contractor shall be responsible for the daily operation and maintenance of this facility (see Operations and Maintenance Guidelines in Standard Special Provisions). It is the Contractor's responsibility to monitor the system to insure that it is in operation at all times. If the system fails, notify Engineer immediately.

The Contractor's supervisor/authorized personnel is to monitor/service the treatment plant five days each week and be on call the other two days; however, in his absence he must designate another employee to monitor and perform necessary, daily maintenance.

The Contractor's supervisor/authorized personnel shall maintain a daily log on the treatment plant, conduct daily required test, record data, conditions of plant, sign and date each day. The monitoring/servicing of the treatment plant is to be performed daily between 7:00 a.m. and 11:00 a.m. or as directed by the Engineer.

NOTE: The Contractor's attention is directed to the treatment plant "Operator in Responsible Charge" (ORC). The designated ORC for this facility will be a N.C. Division of Highways employee. The ORC will be responsible for sampling for laboratory test, compiling monthly self monitoring report and furnishing technical assistance to the Contractor's Supervisor/authorized personnel. The Department will be responsible for any fines assessed the sewage treatment plant.

OPERATION AND MAINTENANCE OF SEWER LINES WITHIN THE REST AREA

The Contractor shall be required to operate and inspect all sewer lines within the rest area property.

- A. Inspect all sewer lines, cleanouts, etc. damaged or clogged.
- B. Contractor to make periodical visual inspections of manholes, (minimum once per month).

OPERATION AND MAINTENANCE OF STORMWATER BMP

- A. Curbs, gutters, sidewalks, parking lots, drives and drop inlet grates shall be kept free of litter, debris, dirt, oil, grease, tar, chewing gum, leaves, grass/shrub clippings and mulch.
- B. It is the Contractor's Daily Operations Supervisor's responsibility to notify the Department of excessive ponding at any storm drain drop inlet locations.

MAINTENANCE OF GROUNDS

General: The term "GROUNDS" includes, but is not limited to, parking areas, lawns, drives, walkways, picnic areas and undeveloped areas within the NCDOT rest area site. Contractor shall provide all necessary equipment and materials for the maintenance of these areas. All grounds are to receive, at a minimum, daily (each shift) trash/litter pickup.

The rest area site shall be considered as the area between the main roadway shoulder (rest area side) to the control access fence; from the beginning of the entrance ramp into the rest area and to the end of the exit ramp from the rest area.

I. PAVED AREAS

Maintenance of paved areas; sidewalks, patios, porches, decks, concrete pads, curb and gutters, parking lots and drives shall be kept free of litter, debris, trash, dirt, oil, grease, tar, chewing gum, food, spills, leaves, seed pods, shrub or tree branches/limbs, etc.

All paved surfaces are to be cleaned daily (each shift), consisting of removal of oil, grease, tar, chewing gum, food, spills, etc. by use of oil/grease absorbent material; sweeping, scraping, concrete cleaner, gum remover, etc. as necessary. Bleaching of oil/grease stains are not required. Excessive dust from paved areas is to be controlled by hosing down the area(s) with water. All paved/concrete areas are to be pressured washed periodically as requested by the Engineer.

Sidewalks, patio/porch/deck areas and concrete pads are to be swept/blown/cleaned daily; additional sweeping/blowing/cleaning of these areas near the main service building and main parking lots may be required more often, as needed to maintain a clean and non littered appearance.

Other paved areas (parking lots, curb and gutters and drives) are to receive daily (each shift) trash/litter pickup. A scheduled sweeping routine, minimum of two sweepings per week shall be established. Trash/litter sweepings are to be picked up and properly disposed of; DO NOT sweep trash into grass areas or into shrub/flower planting beds or drop inlets. DO NOT allow mulch, leaves, etc. to go into drop inlets.

II. LAWN AREA ACCESSORIES

- A. Picnic Tables and Shelters: Sanitize/clean the tops of tables after each use to maintain a clean and sanitary surface. Clean benches and concrete pads of all spills, food remains and litter after each use. Wash/scrub table tops, benches, concrete pads and shelter posts a minimum of once each week, more often as needed, to maintain grease free surface. Always use the same bucket for washing tabletops. Do not use this bucket for any other purpose. If algae or fungus growth is present on table tops, shelter posts, supports, or seats add one part chlorine bleach to the cleaning solution. Check the underside of tables and benches weekly for gum. Check for loose tables and benches daily and repair as needed. Broken benches are to be reported to the Engineer immediately.

- B. Grills: Clean grills after each use. Remove ashes and scrub grill and concrete pad a minimum of one time each week or as directed by the Engineer. Spot paint or repaint grills with a high heat resistant paint as directed by the Engineer with original colors.
- C. Litter Cans: Plastic liners shall be used in all litter cans and replaced as needed to maintain sanitary conditions. Liners shall be of a minimum two (2) mil thickness. Empty all cans at least once daily, and more frequently during periods of heavy use. Never allow a litter can to overfill.

Wash/scrub the inside and outside of each litter can including the rigid liner, weekly or more frequently if necessary to maintain clean, odor free containers. Use disinfectant. Wipe off the outside of litter cans as required to remove dust and dirt. Wash when required to remove heavy soil, algae or fungus that will not wipe off. This may require power washing. Spot paint and repaint as needed with original colors.

- C. Outdoor Lights: Inspect daily and replace burned-out bulbs in building soffit/overhang and porch lights. Inspect walkway lights and area lights in parking areas daily. Report inoperable lights within 24 hours to the Engineer for repair by others.
- D. Drinking Fountains: Wash bowl daily. Remove trash as frequently as required. Keep drain open and all shut-off valves operable. Make necessary adjustments to water flow, repair leaks, replace defective parts, etc. Cut off non-freeze proof fountains during freezing weather.
- E. Insect Control: Contractor shall only apply DOT approved insecticides. If flies, yellow jackets, hornets, etc. are a problem, spray around and under tables and in toilets with DOT approved materials. Spray and remove wasp and hornet nests as soon as discovered. Other insect problems within the rest area which create a problem, such as mosquitoes, ants, gnats or various insects in conjunction with trees, shrubbery, flower beds, and grasses, shall be brought to the attention of the Engineer, for further evaluation.
- F. Graffiti: The Contractor shall be required to remove all graffiti.

III. TRASH DISPOSAL

- A. Dumpster: The Contractor shall be required to have an approved dumpster (minimum of two (2) eight (8) cubic yard units) on each site; area for the dumpster to be provided by NCDOT. All garbage, trash, litter, debris, etc. shall be put into dumpster when collected.

Each dumpster is to be emptied by an approved waste management company a minimum of two (2) times each week. Contractor shall arrange for permanent disposal of these materials in an approved sanitary landfill. Any costs in connection with disposal and or recycling of these materials shall be the responsibility of the Contractor.

NOTE: Welcome Center personnel and vending operators will bag trash generated from stocking vending area and place in a designated area for disposal by rest area maintenance Contractor.

NOTE: Dumpsters will not be allowed to overflow, nor will trash or bagged trash be allowed around dumpster. An immediate standard compensation reduction for insufficient dumpster services is listed on page 370-3 “Standard Compensation Reductions”.

- B. Recycling Collection Container: Within this site a recycling collection container has been installed. The Contractor shall be required to maintain the area around the recycling container which shall include trash pick-up and maintaining walkways, concrete pads and containers in a clean manner at all times.

The emptying of the recycling containers and disposal of recycling materials shall be handled by the Contractor. The Contractor shall be required to provide the Engineer with documentation that materials are being disposed of in an approved recycling center. The Rest Area Recycling Program Monthly Report, p. 420-2, shall be completed by the Contractor and submitted to the Department each month with the Contractor’s monthly invoice.

NOTE: On duty staff shall not be permitted to leave the rest area site for disposal of recycling materials.

IV. COOPERATION BETWEEN CONTRACTORS

The Department reserves the right at any time to contract for and perform other or additional work on or near the work covered by the contract.

When separate or additional contracts are let within the limits of any one project, each Contractor shall conduct his work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working within the limits of the same project shall cooperate with each other.

Each Contractor shall conduct his operations in such a manner as to avoid damaging any work being performed by others or which others have completed.

The Department will under no circumstances be liable for any claim for additional compensation due to acts of one Contractor holding up the work of another.

The Department will under no circumstances be liable for any damages experienced by one Contractor as a result of the presence and operations of other Contractors working within the limits of the same project.

V. DAMAGES

The Contractor shall be held liable for all damage done, as a result of his operation or his Subcontractors.

All property damage will be assessed for actual replacement costs including labor, materials, and equipment.

Cost associated with damages caused by the Contractor's operation shall be deducted from monthly invoice payments or the Contractor will be required to repair the damages at his cost as directed by the Engineer. This is in addition to any compensation reduction assessed as a result of poor or non-performance of duties outlined in this contract.

Contractor is responsible for any injury or damages received or sustained by any person, persons, or property by reason of any act of the Contractor, Subcontractor, its agents or employees, in the performance of the contract.

PERFORMANCE OF WORK

The Contractor's attention is directed to the need for the timely performance of services provided for under this contract because the health, safety and convenience of the public is the essence of the service. When the Department observes the Contractor has failed to adequately perform any of the services for which the Contractor is responsible, the Engineer or his designee will take the following action:

Janitorial Services

- A. Non-Compliance: When general cleaning services (janitorial cleaning, maintenance of grounds, etc.) are not provided in accordance with the contract, the Contractor's attendant on duty will be notified and directed to notify supervisor and perform the services within two (2) hours. When general requirements (staffing, safety, supplies, etc. as noted) are not provided in accordance with the contract, an immediate reduction in standard compensation will be deducted from the Contractor's monthly compensation.
- B. Follow-up on Non Compliance: An inspection of non-compliance items will be made after two (2) hours by the Department. The Contractor's supervisory employee and attendant on duty will be asked to accompany the Department's representative during the inspection. If the inspection shows the item or items have been corrected or satisfactory and continuous progress is being made, the previous notice will be rescinded; however, if non-compliance still remains, the supervisor and/or attendant will be given notification in writing with copy of non-compliance mailed to the Contractor's company address. The notice of non-compliance shall remain posted at the site until the compliance issue is resolved.
- C. Reduced Compensation: Should the inspection show the item(s) remain in non-compliance, the Contractor's monthly compensation will be reduced in accordance with the Daily Compensation Reduction Schedule included under Compensation. The reduction in compensation will apply beginning with the date of notifications and continue until the deficient item(s) is corrected.
- D. Service(s) Restored: The Contractor shall be responsible for notifying the Department when items have been corrected.
- E. Janitorial Services Restored by DOT: If the Contractor fails to prosecute the work as directed or fails to perform the work in a safe, satisfactory manner, the Engineer may proceed to have the work performed with other forces. The cost of the work so performed including materials, labor, and equipment will be deducted from payment due the Contractor on his contract.
- F. Contract Cancellation: Continued non-compliance by the Contractor will be considered unsatisfactory performance and may be grounds for contract cancellation.

DAILY COMPENSATION REDUCTION SCHEDULE FOR EACH REST AREA SITE

Daily Compensation Reduction Schedule for Janitorial Maintenance at each Rest Area Site

Daily compensation is computed by dividing the number of rest area sites (two where applicable) into the lump sum bid price and then dividing this amount by the number of calendar days within the year's term of the contract.

I. MAIN SERVICE BUILDING (Max 40%)

- A. General Appearance 10%
Trash/debris/litter at entrance
Dirty, worn doormats
Dirty, soiled window/doors
Floors, walls dirty/soiled
Dirty grout
Debris, dirt, trash, paper on floor
No lights/light covers, etc.
- B. Sanitary Conditions 15%
Toilets/urinals dirty/unsanitary
Lavatories dirty/unsanitary
Water coolers dirty/unsanitary
Waste receptacles overflowing
No liners/dirty used liners
Dirty baby changing stations/tables
No napkin dispenser bags in boxes
- C. Janitorial Supplies/Repair Parts 15%
No soap in dispenser*
Less than emergency supply on hand*
Use of unapproved supplies*
No personal protective equipment*
Incorrect or missing M.S.D.S.*
Containers not labeled*

II. OUTSIDE FACILITIES (Max. 20%)

- A. Picnicking 10%
Table/pads dirty
Fountain dirty/unsanitary
Grills dirty, excess ashes
Waste receptacles smelly/overflowing
No liners/dirty used liners
- B. Storage/Vending Building 10%
Debris, trash around building
Supplies, materials unorganized
Improper storage of flammable materials*
Floor dirty, trash, debris, wet

III. GROUNDS (Max 20%)

- A. Lawn/Planting 10%
Debris, trash, litter
- B. Parking and Walkways 10%
Debris, trash on paved areas
Grease, oil, gum in parking areas
Litter, dirt, gum on walks
Failure to report inoperable lights*

IV. UTILITIES (Max. 10%)

- A. Water and Sewer Systems 10%
Reports, logs incomplete*
Equipment not serviced*
Daily monitoring omitted*
Trash, debris around system

V. REST AREA STAFF (Max. 10%)

- A. Staff on Duty (per employee) 10%
Dirty, torn, unpressed, worn, faded uniform
Sleeping on job*
Not working*
Locked in service/mechanical room*
Improper behavior around public*
Safety precautions not followed*
Non-reported events/incidents*
Current Supervisor's log not posted*
Supervisory time not random*
No training of new employees*

* These items will result in an immediate reduction in the daily compensation and will be deducted from the Contractor's monthly payment.

**STANDARD COMPENSATION REDUCTIONS FOR REST AREA PERSONNEL,
SUPPLIES AND PROCEDURES FOR EACH REST AREA SITE**

- A. Attendant Not On Duty: If at any time the required number of attendants are not present or on duty for any part of all shifts, as specified herein, at the rest area, an immediate standard reduction of \$125.00 per attendant, per shift, will be deducted from the Contractor's monthly payment. In addition, the Contractor must take action to correct the problem or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).
- B. Supervisor Not on Duty: If at any time a Supervisor has not performed the specified number of hours each week on site as specified herein, an immediate standard reduction of \$125.00 will be deducted from the Contractor's monthly payment for each hour not worked.
- C. Staff Uniform: In cases where an attendant or supervisor is not in complete standard rest area staff uniform and/or temporary rest area staff uniform for new employees and additional staffing, as specified herein, or when a Contractor is without a uniform rental contract as specified herein, an immediate standard reduction of \$100.00 per staff member on each shift not in complete uniform and \$100.00 per day for lack of uniform rental contract will be deducted from the Contractor's monthly payment.
- D. Repairs Not Performed: If at anytime repairs are not made within the time limits as specified herein, an immediate standard reduction of \$100.00 per repair per day will be deducted from the Contractor's monthly payment until corrected. In addition, the Contractor must take action to correct the problem or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).
- E. Restroom Section Closed: If at anytime a section of restrooms is closed when an attendant is not actively cleaning/servicing that section, an immediate standard reduction of \$100.00 per incidence will be deducted from the Contractor's monthly payment.
- F. Creating Hazardous Conditions: If at anytime during cleaning/servicing operations the Contractor creates, or allows to remain, a hazardous or unsafe condition, an immediate standard reduction of \$100.00 per incidence will be deducted from the Contractor's monthly payment. Such conditions include, but are not limited to, failure to maintain sidewalks as described herein during a snow/ice event; slippery residue left on floors; any misuse of chemicals, etc. In addition, the Contractor must take immediate action to correct the problem or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).
- G. Insufficient Dumpster Service: If at anytime dumpsters are not provided and/or serviced as specified herein, an immediate standard reduction of \$100.00 per day will be deducted from the Contractor's monthly payment until corrected. If at any time trash is allowed to overflow the dumpster, or bagged trash is setting around the dumpster, an immediate standard reduction of \$100.00 per day will be deducted from the Contractor's monthly payment until corrected.

**STANDARD COMPENSATION REDUCTIONS FOR REST AREA PERSONNEL,
SUPPLIES AND PROCEDURES FOR EACH REST AREA SITE (cont'd.)**

- H. Insufficient Supplies: If at anytime one or more stalls are without toilet paper, one or more hand towels dispensers are without hand towels, or one or more soap dispensers are without soap, an immediate standard reduction of \$125.00 per dispenser per incidence will be deducted from the Contractor's monthly payment. In addition, the Contractor must take immediate action to correct the problem or DOT will do so at Contractor's expense (expense based on DOT's incurred expenses).
- I. Falsification of Records: In the event that information on paperwork submitted to the department is falsified, an immediate standard reduction of \$125.00 per incidence will be deducted from the Contractor's monthly payment. Paperwork includes, but is not limited to, supervisor's weekly work log, employee monthly work log, training record, water use report, sewer reports, and recycling reports.

COMPENSATION:

The Department agrees to pay the Contractor one twelfth of the lump sum per month for services described herein upon receipt and approval of an invoice for the monthly period invoiced, less the 5% withheld during the first year of the contract as stated in the Performance Guarantee (see page 200-5).

Each invoice submitted to the Department for payment shall include the original employee monthly work log, listing all attendants and supervisor on duty each shift by name and identification number and shall reflect the actual shift hours worked by each employee, and the DBE-IS form. In addition to the monthly submittal data listed below, the Engineer may request further information.

Monthly Submittal Data required for processing payment is as follows:

1. Monthly invoice for services rendered.
2. Original Supervisor's Weekly Work Log, signed and dated.
3. Original Supervisor's On The Job Training Record, signed and dated.
4. Original Employee's Monthly Work Log, Custodians and Supervisor, with listing of attendants on duty each day by name and identification number, signed and dated.
5. Original Monthly Rest Area Water Use Report, signed and dated.
6. Original Rest Area Recycling Monthly Report, signed and dated.
7. DBE-IS form.

NOTE: The Contractor is requested to wait ten (10) days after submission of invoice and other required monthly submittal data before contacting NCDOT regarding payment not being received.

Reduction Schedule: This Contract is set up for full 100% payment provided all services, repairs, etc. are rendered as outlined herein; however, when the Contractor fails to provide any part of the complete service in accordance with the terms of the contract a "Notification of Rest Area Contract Non-compliance for Janitorial Maintenance" form, (see page 480), will be issued and adjustments will be made to the monthly compensation on the monthly invoice submitted for payment. The reduction will be calculated according to the "Daily Compensation Reduction Schedule For Each Rest Area Site", page 370-2 and "Standard Compensation Reductions for Rest Area Personnel, Supplies and Procedures for Each Rest Area Site", page 370-3, 4. In addition, any costs incurred for work performed by other forces that is the responsibility of the Contractor will be deducted from the monthly compensation.

BASIS OF PAYMENT:

Prices and payments for the operation and maintenance of rest area will be full compensation for all work covered in this contract including, but not limited to, furnishing all labor, equipment, transportation, supplies and materials necessary to complete the work for one (1) year.

Payment will be made under:

Operation and Maintenance of Rest Area/Welcome Center Lump Sum

NOTE: Minimum Wage: In the event of a Federal or State minimum wage increase that results in a minimum wage above the mandatory minimum wage rate for this contract, the contract price shall be adjusted accordingly. The Contractor shall be given an increase in contract price equal to his verified increased payroll labor costs resulting from the increase in the minimum wage, provided the Contractor furnishes the Department with correlating cost records which support the contract price increase.

NON-SCHEDULED WORK:

DOT reserves the right to require a higher staffing level and or staffing during non-scheduled contract hours for short periods of time in the event of an emergency, special event(s) (local public attractions), selected holiday(s), etc. DOT will determine the need for additional staffing, number of attendants and time required for a particular situation in order to restore and/or maintain the rest area in an acceptable level/condition for these occasions.

Payment to the Contractor for extra work (staffing) as specified above for non-scheduled work will be paid for the actual number of hours worked at a non-scheduled work hourly rate as follows:

Contract Lump Sum Bid Price (Per Site)
----- = Contract Hourly Rate
Staffing Hours Required Per Year

Contract hourly rate X 1 1/2 = Non-Scheduled Work Hourly Rate (____)

NOTE: The above formula will also be used in computing an hourly rate for additional employees hired to work on a limited regular basis, such as; weekends, extra hours on selected shifts, etc.

NOTE: All non-scheduled work not approved by the Department will be at the Contractor's expense.

DEPARTMENT RESPONSIBILITIES

- A. Administration: The Department will provide personnel for administering the terms and conditions of this Agreement.
- B. Renovation Work: If the Department deems it appropriate to do renovation work to the facility during the life of the contract, the Contractor will not be in any way responsible for this work or its cost. The Contractor will be required to cooperate with any other Contractor doing work for the Department on the site.
- C. Grounds, Parking Lot and Roadway: The Department will be responsible for placement and repairs to pavements, sidewalks, curbs, area lights, (walkway, roadway and parking areas) roadway signs and pavement markings.
- D. Water: The Department will be responsible for providing a deep well water supply or municipal water supply.
- E. Utilities: All public utility services contracted by DOT will be paid for by DOT.
- F. Inspections: The Department's field representative will conduct frequent, unscheduled inspections and maintain a log noting conditions and compliance with contract provisions and quality of workmanship. These inspections will be performed at a minimum frequency of three times weekly.
- G. Contractor Personnel: The Department will not be responsible in any way to the Contractor's personnel for damages, destruction or loss, from any cause, to the Contractor's equipment, supplies, materials or tools or the personal property of the Contractor's personnel. The Contractor will be responsible for all repairs, regardless of cost, resulting from the negligence of the Contractor or Contractor's employees. The Department will not participate in the cost of such repairs.

**MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:
(PO & MUNICIPALITIES)**

(10-16-07)

SP1G68

Policy

It is the policy of the North Carolina Department of Transportation that Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) as defined in *GS 136-28.4* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by State Funds.

Obligation

The Contractor, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, creed, national origin, sex, handicapping condition or age in the performance of this contract. The Contractor shall comply with applicable requirements of *GS 136-28.4* in the award and administration of state funded contracts. Failure by the Contractor to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

Definitions

Commitment - The approved MBE/WBE participation submitted by the prime contractor during the bidding process.

Committed MBE/WBE - Any MBE/WBE listed on the MBE/WBE commitment list approved by the Department at the time of bid submission or any MBE/WBE utilized as a replacement for a MBE/WBE firm listed on the commitment list.

Department (DOT)- North Carolina Department of Transportation (See Municipality)

Municipality – The entity letting the contract, when this provision refers to the Department or DOT, it shall mean the municipality, if applicable.

Minority Business Enterprise (MBE) – A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

Women Business Enterprise (WBE) – A firm certified as a Disadvantaged Women-Owned Business Enterprise through the North Carolina Unified Certification Program.

MBE/WBE – This term is used for convenience only. Minority Business Enterprise and Women Business Enterprise are not interchangeable terms and the goals for either or both are not interchangeable.

Goal - The MBE/WBE participation specified herein

Letter of Intent – Written documentation of the bidder/offeror's commitment to use a MBE/WBE subcontractor and confirmation from the MBE/WBE that it is participating in the contract.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Form RS-1-D - Form for subcontracts involving MBE/WBE subcontractors attesting to the agreed upon unit prices and extensions for the affected contract items.

North Carolina Unified Certification Program - A program that provides comprehensive information to applicants for certification, such that an applicant is required to apply only once for a MBE/WBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

Standard Specifications – The general term comprising all directions, provisions, and requirements contained or referred to in the *North Carolina Department of Transportation Standard Specifications for Roads and Structures* and any subsequent revisions or additions to such book that are issued under the title *Supplemental Specifications*.

Contract Goal

The following goals for participation by Minority Business Enterprises and Women Business Enterprises are established for this contract.

(A) Minority Business Enterprises (zero) %

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Minority Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the MBEs and report the use of MBEs during the construction of the project. A good faith effort will not be required with a zero goal.

(B) Women Business Enterprises (zero) %

- (1) *If the goal is more than zero*, the Contractor shall exercise all necessary and reasonable steps to ensure that Women Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (2) *If the goal is zero*, the Contractor shall continue to recruit the WBEs and report the use of WBEs during the construction of the project. A good faith effort will not be required with a zero goal.

Contract Requirement

The approved MBE/WBE participation submitted by the Contractor shall be the **Contract Requirement**.

Certified Transportation Firms Directory

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory> in the address bar of your web browser. Only firms identified as MBE/WBE certified in the Directory can be utilized to meet the contract goals.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of MBE/WBE Subcontractors in Contract

Only those MBE/WBE firms with current certification are acceptable for listing in the bidder's submittal of MBE/WBE participation. The Contractor shall indicate the following required information:

- (A) *If the goal is more than zero* bidders, at the time the bid proposal is submitted, shall submit a listing of MBE/WBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the contract documents in order for the bid to be considered responsive. Bidders shall indicate the total dollar value of the MBE/WBE participation for the contract. If the bidder has no MBE/WBE participation, he shall indicate this on the form "Listing of MBE/WBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Bids submitted that do not have WBE/MBE participation indicated on the appropriate form will not be read publicly during the opening of bids. The Department will not consider these bids for award and the proposal will be returned to the bidder.
- (B) *If the goal is zero*, bidders at the time the bid proposal is submitted, shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of MBE/WBE Subcontractors" (or facsimile thereof) contained elsewhere in the contract documents.

Written Documentation – Letter of Intent

The bidder shall submit written documentation of the bidder/offeror's commitment to use MBE/WBE subcontractors whose participation it submits to meet a contract goal and written confirmation from each MBE/WBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as Subcontractor". This letter of intent form is available at: <http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>. It shall be received in the office of the Engineer no later than 12:00 pm of the 14th calendar day following opening of bids.

If the bidder fails to submit the letter of intent from each committed MBE/WBE listed in the proposal indicating their participation in the contract, the MBE/WBE participation will not count toward meeting the goal.

Counting MBE/WBE Participation Toward Meeting MBE/WBE Goal of Zero or More

- (A)** If a firm is determined to be an eligible MBE/WBE firm, the total dollar value of the participation by the MBE/WBE will be counted toward the contract requirement. The total dollar value of participation by a certified MBE/WBE will be based upon the value of work actually performed by the MBE/WBE and the actual payments to MBE/WBE firms by the Contractor.
- (B)** When a MBE/WBE performs as a participant in a joint venture, the Contractor may count toward its MBE/WBE goal a portion of the total value of participation with the MBE/WBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the MBE/WBE performs with its forces.
- (C)**
 - (1)** The Contractor may count toward its MBE/WBE goal only expenditures to MBE/WBEs that perform a commercially useful function in the work of a contract. A MBE/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MBE/WBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a MBE/WBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the MBE/WBE credit claimed for its performance of the work, and other relevant factors.
 - (2)** A MBE/WBE may enter into subcontracts. Work that a MBE/WBE subcontracts to another MBE/WBE firm may be counted toward the contract goal. Work that a MBE/WBE subcontracts to a non-MBE/WBE firm does not count toward the contract goal. If a MBE/WBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the MBE/WBE shall be presumed not to be performing a commercially useful function. The MBE/WBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption will be final.
 - (3)** The following factors will be used to determine if a MBE/WBE trucking firm is performing a commercially useful function.
 - (a)** The MBE/WBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting MBE/WBE goals.

- (b) The MBE/WBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - (c) The MBE/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - (d) The MBE/WBE may lease trucks from another MBE/WBE firm, including an owner-operator who is certified as a MBE/WBE. The MBE/WBE who leases trucks from another MBE/WBE receives credit for the total value of the transportation services the lessee MBE/WBE provides on the contract.
 - (e) The MBE/WBE may also lease trucks from a non-MBE/WBE firm, including from an owner-operator. The MBE/WBE who leases trucks from a non-MBE/WBE is entitled to credit for the total value of transportation services provided by non-MBE/WBE lessees not to exceed the value of transportation services provided by MBE/WBE-owned trucks on the contract. Additional participation by non-MBE/WBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - (f) For purposes of this paragraph, a lease shall indicate that the MBE/WBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MBE/WBE, so long as the lease gives the MBE/WBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the MBE/WBE.
- (D)** A contractor may count toward its MBE/WBE goals 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from MBE/WBE regular dealer and 100 percent of such expenditures to a MBE/WBE manufacturer.
- (E)** A contractor may count toward its MBE/WBE goals the following expenditures to MBE/WBE firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged by a MBE/WBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
 - (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Good Faith Effort for Projects with Goals more than Zero

If the MBE/WBE participation submitted in the bid by the apparent lowest responsive bidder does not meet or exceed the MBE/WBE contract goals, the apparent lowest responsive bidder shall submit to the Engineer documentation of its good faith efforts made to reach each contract goal. One complete set and 9 copies of this information shall be received in the office of the Engineer no later than 12:00 pm of the 14th calendar day following opening of bids. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of MBE/WBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the bidder has made adequate good faith effort:

- (A)** Whether the bidder attended any pre-bid meetings that were scheduled by the Department to inform MBE/WBEs of subcontracting opportunities.
- (B)** Whether the bidder provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the MBE/WBEs at least 10 calendar days prior to bid opening). Whether the bidder provided written notice to all MBE/WBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the MBE/WBE Directory) that the bidder will be subletting.
- (C)** Whether the bidder followed up initial solicitations of interests by contacting MBE/WBEs to determine with certainty whether they were interested. If a reasonable amount of MBE/WBEs within the targeted Divisions do not provide an intent to quote or no MBE/WBEs specialize in the subcontracted areas, the bidder shall notify MBE/WBEs outside of the targeted Divisions that specialize in the subcontracted areas, and call the Business Development Manager in the NCDOT Office of Civil Rights to give notification of the bidder's inability to get MBE/WBE quotes.
- (D)** Whether the bidder selected portions of the work to be performed by MBE/WBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the bidder might otherwise perform these work items with its own forces.
- (E)** Whether the bidder provided interested MBE/WBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F)** Whether the bidder negotiated in good faith with interested MBE/WBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.

- (G) Whether quotations were received from interested MBE/WBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable.
- (H) Whether the bidder specifically negotiated with subcontractors to assume part of the responsibility to meet the contract MBE/WBE goals when the work to be sublet includes potential for MBE/WBE participation.
- (I) Whether the bidder made any efforts and/or offered assistance to interested MBE/WBEs in obtaining the necessary equipment, supplies, materials, insurance, and/or bonding to satisfy the work requirements in the bid proposal.
- (J) Any other evidence that the bidder submits which show that the bidder has made reasonable good faith efforts to meet the contract goal.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the MBE participation as long as the MBE overall goal value of the combined projects is achieved.

If a bidder is the apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the bidder to combine the WBE participation as long as the WBE overall goal value of the combined projects is achieved.

If the Department does not award the contract to the apparent lowest responsive bidder, the Department reserves the right to award the contract to the next lowest responsive bidder that can satisfy the Department that the contract goal can be met or that adequate good faith efforts have been made to meet the goal.

MBE/WBE Replacement

The Contractor shall not terminate a committed MBE/WBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Contractor fails to demonstrate reasonable efforts to replace a committed MBE/WBE firm that does not perform as intended with another committed MBE/WBE firm or completes the work with its own forces without the Engineer's approval, the Contractor may be disqualified from further bidding for a period of up to 6 months.

The Contractor shall comply with the following for replacement of committed MBE/WBE.

(A) Performance Related Replacement

When a MBE/WBE is terminated or fails to complete its work on the contract for any reason, the Contractor shall take all necessary, reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work as the MBE/WBE that was terminated. The Contractor is encouraged to first attempt to find another MBE/WBE firm to do the same work as the MBE/WBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Contractor shall document the steps they have taken to replace any MBE/WBE subcontractor who is unable to perform successfully with another MBE/WBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to MBE/WBEs that their interest is solicited in subcontracting the work defaulted by the previous MBE/WBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with MBE/WBEs for specific subbids including, at a minimum:
 - (a) The names, addresses, and telephone numbers of MBE/WBEs who were contacted.
 - (b) A description of the information provided to MBE/WBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each MBE/WBE contacted but rejected as unqualified, the reasons for the Contractor's conclusion.
- (4) Efforts made to assist the MBE/WBEs contacted, if needed, in obtaining bonding or insurance required by the Contractor.

(B) Decertification Replacement

- (1) When a committed MBE/WBE is decertified by the Department _after a Request for Subcontract has been received by the Department, the Department will not require the Prime Contractor to solicit replacement MBE/WBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract requirement.
- (2) When a committed MBE/WBE is decertified prior to the Department receiving a Request for Subcontract for the named MBE/WBE firm, the Prime Contractor shall take all necessary and reasonable steps to replace the MBE/WBE subcontractor with another MBE/WBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed MBE/WBE, the Contractor will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a MBE/WBE based upon the Contractor's commitment, the MBE/WBE shall participate in additional work to the same extent as the MBE/WBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Contractor shall seek additional participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction and a portion or all of work had been expected to be performed by a committed MBE/WBE, the Contractor shall seek participation by MBE/WBEs unless otherwise approved by the Engineer.

When the Contractor requests changes in the work that result in the reduction or elimination of work that the Contractor committed to be performed by a MBE/WBE, the Contractor shall seek additional participation by MBE/WBEs equal to the reduced MBE/WBE participation caused by the changes.

Reports

All requests for subcontracts involving MBE/WBE subcontractors shall be accompanied by a certification executed by both the Prime Contractor and the MBE/WBE subcontractor attesting to the agreed upon unit prices and extensions for the affected contract items. This information shall be submitted on the Department Form RS-1-D, located at:

<http://www.ncdot.org/doh/forms/files/FORMRS-1-D.doc> unless otherwise approved by the Engineer. The Department reserves the right to require copies of actual subcontract agreements involving MBE/WBE subcontractors.

Within 30 (thirty) calendar days of entering an agreement with a MBE/WBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Contractor shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for MBE/WBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under State Law associated with falsifications of records related to projects.

Commitment

MBE/WBE firms submitted with the Letter of Intent to participate in the work shall be used unless otherwise approved by the Department. Provisions for replacement of MBE/WBE firms are included in this provision.

Reporting MBE/WBE Participation

(A) The Contractor shall provide the Engineer with an accounting of payments made to MBE/WBE firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

- (1) Withholding of money due in the next partial pay estimate; or
- (2) Removal of an approved contractor from the prequalified bidders list or the removal of other entities from the approved subcontractors list.

- (B) The Contractor shall report the accounting of payments on the Department's MBE/WBE Subcontractor Payment Information Form DBE-IS, which is available at <http://www.ncdot.org/doh/forms/files/DBE-IS.xls>. This shall be reported to the (Officer/Engineer).
- (C) Contractors reporting transportation services provided by non-MBE/WBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Contractor shall furnish an accounting of total payment to each MBE/WBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to MBE/WBEs, it shall be the prime contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Because NCDOT funding is being used to fund this project, failure on the part of the Contractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further bidding on any NCDOT funded projects until the required information is submitted.

Because NCDOT funding is being used to fund this project, failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from further working on any State or Federally funded projects until the required information is submitted.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Contractor.

STANDARD SPECIAL PROVISIONS

Listing of Standard Special Provisions

Supervisor's Weekly Work Log, p. 410-1.

Supervisor's On-The-Job Training Record, p. 410-2.

Employee Monthly Work Log, Custodians and Supervisor, p. 410-3.

Rest Area Water Reading Monthly Report, p. 420-1.

Rest Area Recycling Program Monthly Report, p. 420-2.

Rest Area Attendant's Uniform Emblems, p. 430.

Janitorial Supplies (Sample), p. 440-1.

Janitorial Supplies (Blank), p. 440-2.

Emergency Minimum Supply/Parts List, p. 440-3.

DBE-IS form, p. 450.

List of Routine Repairs, p. 460-1,2.

Solicitation of Contributions at Rest Areas, p. 470-1,2.

Rest Area Contract Non-compliance Notification, p. 480.

NPDES Permit (Discharge of Waste Water), p. 490-1 through 490-9. (To be handed out at the Pre-Bid Conference.

Rest Area Contract Maintenance SUPERVISOR'S WEEKLY WORKLOG

Location: _____ Date: _____ Site: _____

Route _____ County _____ to _____ 20__

DAY	SHIFT	IN	OUT	HOURS	COMMENTS
SUN					
MON					
TUE					
WED					
THU					
FRI					
SAT					
Total Hours					

Instruction: The supervisor is required to do a minimum of forty (40) hours per week per site as specified in the contract. Each job site review shall consist of a minimum of one hour. Reviews are to be conducted on random days/random times, seven days a week, Sunday through Saturday.

Note: The Supervisors Weekly Work Log is to be completed at the end of each review and posted at a designated place at the rest area site. The original Supervisors Weekly Work Log is to be submitted with the monthly invoice for payment.

Supervisor's Signature: _____ Date: _____

REST AREA CONTRACT MAINTENANCE
SUPERVISOR'S ON-THE-JOB TRAINING RECORD

LOCATION _____ ROUTE _____ COUNTY _____ MONTH/YR _____

NAMES	DATES	HOURS	SPECIFIC TASKS/ITEMS COVERED

Supervisor's Signature: _____ Date: _____

North Carolina Department of Transportation
Rest Area Contract Maintenance
EMPLOYEES MONTHLY WORKLOG
CUSTODIANS AND SUPERVISOR

Location

Route: _____

County: _____

Site: SBL/NBL

Date: _____ to _____ 20____

[illegible]

Supervisor's Signature:

Date: _____

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
Surry County Rest Area/Welcome Center (Southbound Lane) on I-77

WATER USE REPORT

Month: _____, 20____

<u>Date</u>	Meter Reading 9:00 a.m.	Gallons Used
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
1		
Total:		

Submitted by: _____ Date: _____
Signature

North Carolina Department of Transportation

Rest Area Recycling Program

MONTHLY REPORT

Division: _____ Month: _____ Year: _____

County: _____ Route: _____ NBL/EBL
SBL/WBL Location: _____

	Date															Total
POUNDS COLLECTED	Clear Glass															
	Green Glass															
	Brown Glass															
	News- Paper															
	Plastic Beverage															
	Aluminum															

Submitted by: _____ Date: _____
Signature

REST AREA STAFF'S UNIFORM EMBLEMS

- a. This emblem is to be placed above the left pocket of the shirt and jacket.

Contractor's Name And Logo

- b. The appropriate name tag is to be placed above the right pocket of the shirt and jacket.

Employee's Name Supervisor

or

Employee's Name Attendant

- c. An emblem is to be placed on both shoulders of the shirt and jacket. Wording only as follows:

NORTH CAROLINA HIGHWAYS REST AREA STAFF
--

*A sample of the actual required emblem (size, shape, and colors) will be available. Emblems are the responsibility of the contractor and will not be furnished by the Department.

Rest Area Contract Maintenance

JANITORIAL SUPPLIES

Location: _____ Contract Time: _____
 Route _____ County _____ From _____ to _____

ITEM	#	BRAND NAME:	MANUFACTURER:	OK
<u>LIQUID HAND SOAP</u> A mild synthetic detergent with 1% lanolin; lightly perfumed ready for use in dispensers from containers with 15% active ingredients.	1			
	2			
	3			
	4			
<u>LIQUID TOILET BOWL CLEANER</u> A non-acid formulation with deodorant and germicide properties.	1			
	2			
	3			
	4			
<u>DISINFECTANT</u> A limited germicide type, suitable for general cleaning. A combined cleaner, germicide and deodorant.	1			
	2			
	3			
	4			
<u>GENERAL PURPOSE CLEANER</u> Industrial strength cleaner with neutral pH formulation, suitable for most surfaces, penetration type solvents for removing most soils.	1			
	2			
	3			
	4			
<u>TOILET TISSUE</u> High commercial quality, unglazed, soft, single ply; minimum 4X4 sheet size, minimum 300 sheets per roll, biodegradable material safe for sewer and septic tanks.	1			
	2			
	3			
	4			
<u>HAND PAPER TOWEL</u> High commercial quality, size to fit dispenser, soft with good absorption rate without disintegrating or slimy feeling when wet, lint free and unscented; must be biodegradable and safe for sewer and septic tanks.	1			
	2			
	3			
	4			

NOTE: Labels and MSDS shall be submitted with each product.

Submitted by: _____

Rest Area Contract Maintenance
JANITORIAL SUPPLIES

Location: _____ Contract Time: _____
Route _____ County _____ From _____ to _____

ITEM	#	BRAND NAME:	MANUFACTURER:	OK
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			
	1			
	2			
	3			
	4			

NOTE: Labels and MSDS shall be submitted with each product.

Submitted by: _____

Surry County Rest Area

Emergency Janitorial Supply List & Repair Parts List

10/1/09

ITEM	QUANTITY
Paper Towels	20 cases
Toilet Paper	10 cases
Hand Soap	8 gallons
Trash Bags	2 cases each size used
Batteries for Sink	12 each
Fluorescent Lamps	12 each size used
Compact Fluorescent Lamps	4 each
Toilet Bowl Cleaner	6 gallons
Wasp Spray	4 cans
Stainless Steel Cleaner	2 gallon
Air Freshener/Deodorizer	8 cans
Oil Dry	4 each 40 lb. bags
Glass Cleaner	4 gallons
Ice Melt	10 each 40 lb. bags
General Purpose Cleaner	4 gallons
Napkin Dispenser Bags	2 boxes
Soap Dispenser	4 each
Locks for Partition Door	4 each
Locks for Toilet Paper Dispenser	4 each
Locks for Paper Towel Dispenser	4 each
Locks for Soap Dispenser	4 each
Valves for Soap Dispenser	4 each
SLOAN PART NUMBER	
ETF-600	2 each
952	2 each

450

ROUTINE REPAIRS

The following is a list of routine repairs that are the responsibility of the Contractor (see “Responsibilities For Repairs”, page 310-2). Materials to repair or replace the following items, unless otherwise noted, are the responsibility of the Contractor. The Department will be responsible for repairs not listed. All replacement items must be the same brand and model as that being replaced, unless approved by the Engineer.

1. Electrical/HVAC

- Keep light bulbs in/on buildings properly functioning, including changing bulbs with energy efficient compact fluorescent bulbs in place of standard incandescent or fluorescent bulbs and replacing indoor ballasts
- Replace broken light covers/fixtures
- Replace batteries and/or bulbs in Exit/Emergency lights
- Clean/replace electric eyes/batteries for toilets, urinals and sinks
- Replace fuses in electric hand dryers
- Check and clean (if needed) all air filters a minimum of one (1) time every two (2) weeks
- Replace all air filters monthly

2. Plumbing

- Unclog toilets
- Keep flush valves working properly
- Tighten and/or replace pipes/fittings to maintain leak free environment
- Replace broken drain covers
- Maintain proper water level in P-traps
- Maintain free flow of water through drains
- Keep faucets, toilets, urinals and sinks properly functioning, including, but not limited to: adjusting, disassembling, cleaning, repairing, and replacing parts
- Adjust water flow on faucets
- Lubricate fixtures
- Replace seals at commode bases as needed
- Caulk around commodes, urinals, sinks, partitions and countertops
- Repair leaks around toilet fixtures
- Keep indoor/outdoor water fountains and yard hydrants properly functioning, including, but not limited to: adjusting, disassembling, cleaning, repairing and replacing parts
- Winterize outdoor water spigots and fountains
- Repair and/or replace soap dispensers
- Replace toilet seats when worn beyond repair (unsafe or unsightly)

3. Touch-up Painting (paint supplied by NCDOT)

- Inside and outside building
- Picnic tables, benches, grills, trash cans, doors, door facings, window trim, handrails
- Vents

4. Miscellaneous (as needed)

- Replace nuts/bolts and secure loose nails/screws
- Replace broken mirrors
- Repair/replace partition hardware (latches, coat hooks, hinges, brackets, bushings, etc.)
- Adjust partitions to maintain proper door closure
- Replace or repair cable/chain on trash can lids
- Replace trashcan receptacle rigid liners
- Replace glass bars in fire alarm pull stations
- Repair/replace broken phone and/or wire to the phone from wall outlet
- Repair loose trim on buildings within eight (8) feet of the ground or deck surface
- Repair door hardware
- Repair fencing/rails
- Replace first aid kit supplies
- Refill/recharge/inspect fire extinguisher

19A NCAC 02E .0801 PERMIT TO SOLICIT CONTRIBUTIONS

In recognition of the State of North Carolina's legitimate concern for the safety and well-being of the traveling public as well as the right of citizens to the free exercise of religion, all religious organizations and those non-profit charitable or educational organizations with a history of concern for the health and safety of the traveling public are hereby authorized to solicit contributions at North Carolina Highway rest areas, wayside parks, and visitor welcome centers in accordance with these Rules. All other forms of solicitation by any other individuals or organizations are prohibited.

History Note: Authority G.S. 20-175; 136-18;
Eff. November 1, 1984;
Amended Eff. December 1, 1993; October 1, 1991; August 1, 1986.

19A NCAC 02E .0802 PERMITS REQUIRED

- (a) All organizations desiring to solicit under the provisions of this Section must first obtain a permit from the Department of Transportation for the stated purpose of allowing their members to solicit at designated areas on the state highway system.
- (b) Written requests for permits for solicitation shall be sent to the appropriate Division Engineer of the Division of Highways in which the rest area or welcome center is located.
- (c) Written requests must include all of the following:
 - (1) Copy of certificate showing that the applicant is exempt from federal income tax as a religious, educational or charitable organization as provided in 26 USC 501(c)(3) together with the applicant's tax exemption number;
 - (2) a statement indicating the locations where the organization intends to solicit contributions;
 - (3) the name and address of each individual authorized to solicit for the applicant;
 - (4) the name of an officer of the applicant, together with an address, to whom the permit is to be sent and complaints are to be directed;
 - (5) if the request for a permit is from a non-religious educational or charitable organization, a detailed written description of the organization's past efforts serving and promoting the safety of the traveling public.
- (d) When all the appropriate information required in Paragraph (c) of this Rule has been provided by the applicant, a permit shall be issued by the state highway administrator, or his duly authorized representative, and said permit will be effective for a period of 30 days from the date of issuance.
- (e) Each permit issued shall describe the activity authorized, the area in which it may be conducted, and the period of time for which the permit is issued.

History Note: Authority G.S. 20-175; 136-18;
Eff. November 1, 1984;
Amended Eff. October 1, 1991; September 1, 1986; August 1, 1986; September 1, 1985.

19A NCAC 02E .0803 SOLICITATION RESTRICTIONS AND REQUIREMENTS

- (a) Any member of an organization duly permitted under these Rules actually engaged in soliciting for contributions must provide and prominently display an identification tag or badge containing all of the following information:
 - (1) a photograph;
 - (2) name;
 - (3) organization; and
 - (4) DOT permit number.
- (b) While actually engaged in the solicitation of contributions, individual solicitors shall orally identify themselves and state which organization they represent.

- (c) Individual solicitors operating under a permit from the department shall be permitted to engage in their solicitation activities only between the hours of 9:00 a.m. and 5:00 p.m. each calendar day except during holidays, when a different time is authorized in the permit.
- (d) Individual solicitors are prohibited from soliciting on any portion of a highway not designated as a rest area or welcome center.
- (e) The area of the rest area which may be used shall be clearly specified in the permit, and shall not impede visitors' access to rest facilities. At the same time, it shall provide reasonable visibility of the soliciting group when feasible.
- (f) Individual solicitors may use incidental water and electric utility services at highway rest areas or visitor centers with connections at locations approved by the Division of Highways.
- (g) A permittee shall be limited to one individual solicitor actually engaged in solicitation activities at each site, and this individual may have the assistance of no more than two other members of the permittee's organization.
- (h) Individual solicitors shall not persist in soliciting after solicitation has been declined, and solicitors shall not solicit State employees who are identifiable as such.
- (i) Individual solicitors shall not harass persons by demanding, threatening or intimidating conduct.
- (j) While individual solicitors may solicit from the general public donations for printed matter, refreshments or religious paraphernalia, the individual solicitors must inform the person solicited if a minimum donation is required.
- (k) All distribution of refreshments, pamphlets and other materials and/or transfers of money or funds solicited from a person acting pursuant to a permit issued by the State Highway Administrator or his duly authorized representative, shall take place in or at location specifically identified in the permit.
- (l) Individual solicitors may not engage in dancing, chanting, the use of music or other noise producing instruments, megaphones, microphones or any other similar devices.
- (m) Individual solicitors shall cease activities in the event of emergency situations involving dangers to the general public.
- (n) Individual solicitors shall not interfere with pedestrian or vehicular traffic.
- (o) No more than two organizations, one religious and one non-religious charitable or educational, may solicit at highway rest areas, wayside parks or visitor welcome centers at the same time.

History Note: Authority G.S. 20-175; 136-18;

Eff. November 1, 1984;

Amended Eff. December 1, 1993; October 1, 1991; August 1, 1986; September 1, 1985.

19A NCAC 02E .0804 REVOCATION OF PERMIT

(a) Any of the following shall be grounds for revoking a permit issued under the provisions of these Rules:

- (1) failure to renew the permit issued to the organization;
- (2) loss of federal income tax exemptions;
- (3) violations of the restrictions on solicitations contained in Rule .0803 of this Section;
- (4) substantiated complaints of harassment of travelers by individual solicitors;
- (5) any action which adversely affects the health or safety of the traveling public;
- (6) fraud or misrepresentation in application on the part of the permittee.

(b) Any organization which applies for a permit for solicitation and is refused such a permit, or any organization which has its permit revoked, may make a written appeal within 30 days of the department's decisions to the Secretary of Transportation whose decisions shall be final.

History Note: Authority G.S. 20-175; 136-18;

Eff. November 1, 1984;

Amended Eff. December 1, 1993; August 1, 1986; September 1, 1985.

NC Administrative Code 470-2

**NOTIFICATION OF REST AREA CONTRACT NON-COMPLIANCE
FOR JANITORIAL MAINTENANCE**

TO: _____ **FROM:** _____

DATE: _____ **PROPOSAL NUMBER:** _____

ROUTE: _____ **COUNTY:** _____ **EBL, WBL, NBL, SBL**

Employee(s) On Duty: _____

(Note: Employee(s) are requested to notify contract supervisor immediately concerning this notice.)

Please be advised that the following item is in Non-Compliance and reduction in compensation is in effect (2 hour limit to correct non-compliance where applicable):

Description of Non-Compliance Item	Date & Time of 1 st Inspection	Date & Time of 2 nd Inspection	Percent or Dollar Amount of Reduction

The reduction in compensation begins with the above date and time of the second inspection. Standard reduction in personnel, supplies, and procedures as listed on page 370-2, 3 and 4 are effective immediately.

The above Non-Compliance item was corrected on the following date and time: _____.

Number of days in Non-Compliance: _____.

Reduction: (_____ %) X (_____ Daily Compensation) X (_____ Days) = \$ _____

If the contractor fails to perform the work in a satisfactory manner, the Division Engineer may proceed to have the work performed by DOT or with other forces.

Services Or Repairs		Costs by Other Forces, Vendors, Other Contractors, Etc.	
Material Cost	\$ _____	Materials Cost	\$ _____
Labor Cost	\$ _____	Labor Cost	\$ _____
Equipment Cost	\$ _____	Equipment Cost	\$ _____
Total Cost	\$ _____	Total Cost	\$ _____

Amount of Total Reduction \$ _____.

NCDOT Inspector Signature _____

Check Here _____, **if this notification is rescinded.**

Date _____

Contractor: Please notify NCDOT when you have corrected item(s).

NPDES PERMIT

A hard copy of the permit for this facility will be provided at the pre-bid conference.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

BID PROPOSALS

The Engineer will evaluate the Bidder's proposal to determine the responsibility of the bid and insure compliance with contract. The Bidder must demonstrate an understanding of the requirements of the contract and that every requirement has been addressed in his bid. The Bidder shall demonstrate successful experience delivering janitorial maintenance services on a similar scale to that contained in this contract. This includes services such as facility maintenance, providing timely repairs to facilities, customer service, contract compliance, employment laws and regulations, insurance, human resource management, business administration and experience interacting with the public.

PREPARATION AND SUBMISSION OF BIDS

All bid submittal documents shall be prepared and submitted in accordance with the following listed requirements.

1. The attached Bid Submittal Package (pages 600-1 through 600-10) furnished by the Department shall be used and shall not be altered. The bid shall be submitted on the same proposal that has been furnished to the bidder by the Department. Copies of previous proposals shall be rejected. The required information shall be submitted on all of the forms. Furthermore, on an attached document, the Bidder shall provide the information requested on page 600-3.
2. All entries including signatures shall be written in ink. Copies of signatures shall be rejected.
3. The Bidder shall submit a lump sum price, which will be the total amount of bid for the entire project.
4. The total amount bid shall be written numerically in the proper place on the Contract Cost and Execution sheet.
5. Changes in any entry in the Bid Submittal Package shall be made by marking through the entry in ink (whiteout is not allowed on bid documents) and making the correct entry adjacent thereto in ink. A representative of the Bidder shall date and initial the change in ink.
6. The bid shall be properly executed. All bids shall show the following information: name of individual, firm, corporation, partnership or joint venture submitting the bid, name and signature of individual or authorized representative submitting bid and position or title, and Federal Identification Number/Social Security Number.
7. Bids submitted by corporations shall bear the seal of the corporation.
8. The bid shall not contain any unauthorized additions, deletions, or conditional bids made by the Bidder.
9. The Bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. The Non Collusion Affidavit shall be notarized by a notary public whose commission is in effect on the date of execution. Such notarization shall be applicable both to the Non Collusion Affidavit and the Contract Cost and Execution sheet.
11. The Bid Submittal Package shall be placed in a sealed envelope and shall have been delivered to and received by the Department prior to the time specified in the invitation to bid. If delivered by mail, the sealed envelope shall be placed in another sealed envelope.

BID SUBMITTAL PACKAGE CONTENTS

The Bid Submittal Package shall contain the following bid documents:

- a. Cover Sheet: Contractor's Federal ID Number, p. 600-1.
- b. Contractor's Name, Address and Telephone number, p. 600-2.
- c. Contractor's Operations Plan including attachment(s), p. 600-3.
- d. Listing of DBE/MBE/WBE Subcontractors, p. 600-4.
- e. Contractor's Work Experience and References, p. 600-5 to 600-6.
- f. Business Information, p. 600-7.
- g. Mandatory Minimum Wage Rate Requirement, p. 600-8.
- h. Non Collusion Affidavit, p. 600-9.
- i. Contract Cost and Execution, p. 600-10.

NOTE: The entire Bid Submittal Package shall be placed in a sealed envelope and received by the Department of Transportation's Purchasing Section prior to 2:00 PM, September 3, 2009.

DELIVERY OF BIDS

The Bid Submittal Package shall be placed in a sealed envelope with the **company's name and proposal number on the front of the envelope.** (Bids without this information on the envelope may not reach the bid opening on time.)

All bids submitted to the Department of Transportation Purchasing Section should be addressed as indicated below:

Mail or Deliver To:

**Bid No. 54-CH-10781684
Attention: Carrie Hoyle
N.C. Department of Transportation
Purchasing Section
401 Oberlin Road, Suite 250
Raleigh, N.C. 27605**

Failure to address proposals correctly could result in delayed delivery service by the U. S. Postal Service or any other delivery service.

REJECTION OF BIDS

Any bid submitted which fails to comply with any of the requirements contained herein shall be considered irregular and may be rejected.

BID SUBMITTAL PACKAGE CHECKLIST

Check Box	Page Number	Description
	600-1	Cover Sheet, completely filled out.
	600-2	Contractor's Information, completely filled out.
	600-3	Contractor's Operations Plan, completely filled out.
		Attachment to Operations Plan including Personnel Plan completely as specified.
		Attachment to Operations Plan including Materials List completely as specified.
	600-4	Listing of MBE/WBE Subcontractors. Bidders with no MBE/WBE participation must so indicate this on the form by entering the word or number zero.
	600-5 through 600-6	Contractor's Work Experience and References completely filled out, with a minimum of three (3) references included.
	600-7	Business Information, completely filled out.
	600-8	Mandatory Wage Rate Requirement, signed and dated.
	600-9	Non Collusion Affidavit, completely filled out, signed by Bidder, signed and notarized by Notary, notary seal affixed, corporate seal affixed if corporation (Inc. or LLC)
	600-10	Contract Cost and Execution, completely filled out, signed and dated.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
BID SUBMITTAL PACKAGE

Solicitation (IFB, RFP, RFQ) No. 54-CH-10781684

Surry County Rest Area/Welcome Center

Complete Custodial Operation and Maintenance

Bidder/Offeror: _____

ATTENTION

Federal Employer Identification Number or alternate identification number (e.g., Social Security Number) is used for internal processing, including bid tabulation.

Enter ID number here: _____

Pursuant to N.C.G.S. 132-2.10(b) this identification number shall not be released to the public.

This page will be removed and shredded, or otherwise kept confidential,
before the procurement file is made available for public inspection.

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

PERFORMANCE MAINTENANCE CONTRACT

DATE: August 10, 2009 COUNTY: Surry PROPOSAL #: 54-CH-10781684

LOCATION: Rest Area/Welcome Center (single) on I-77, Southbound Lane, 0.5 Miles South of the NC/VA Stateline

JOB: REST AREA CONTRACT MAINTENANCE

Contractor: _____

Address: _____

Telephone Number: _____

Name of individual authorized to answer questions concerning the information contained herein:

Name: _____

Telephone Number: _____

By submission of a bid package the bidder agrees that they shall provide sufficient labor, labor hours, supervision, training, materials, equipment and supplies to complete all requirements as listed in this contract to an acceptable level as determined by the Engineer.

This entire package (pages 600-1 through 600-10, including attachments) is to be returned as the contractor's bid and received by the Department of Transportation's Purchasing Section prior to 2:00 PM, September 3, 2009.

Failure to complete the bid submittal documents will be cause for rejection of the contractor's bid.

Mail or Deliver To:

**Bid No. 54-CH-10781684
Attention: Carrie Hoyle
N.C. Department of Transportation
Purchasing Section
401 Oberlin Road, Suite 250
Raleigh, N.C. 27605**

CONTRACTOR'S OPERATIONS PLAN

Bidders shall provide the following information:

Personnel: As part of your bid submittal package, on an attached document, please provide: a) the total number of employees and subsequent hours each employee will work weekly along with; b) the weekly total number of hours that you propose to use to fulfill the requirements of this contract

Materials: As part of your bid submittal package, on an attached document, please provide a complete listing of: a) all materials, supplies and equipment along with; b) the estimated quantities of each you propose to use to fulfill the requirements of this contract.

The operations plan shall be complete, clear and legible in all respects without a need for additional explanation or information and shall clearly demonstrate that the bidder has a thorough understanding of the requirements of this contract.

Bidders shall provide the companies proposed to provide the following services:

Uniform Rental:_____

Insurance:_____

Waste Management:_____

CONTRACTOR'S WORK EXPERIENCE AND REFERENCES

Bidders shall supply a minimum of three (3) references covering work experience on a contract basis, related to janitorial maintenance services. These references are to include private firms and governmental agencies (federal, state, county, city, etc.) which this business has provided services for within the last three (3) years, or longer if necessary to attain the required number of references. ALL REFERENCES SHALL BE VERIFIABLE AND ALL CONTACT INFORMATION SHALL BE CURRENT.

1. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____
Type of Facility: _____
Square Footage Cleaned: _____
Man Hours of Service Provided Per Week: _____
Length of Contract: _____
Dates of Contract: _____
2. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____
Type of Facility: _____
Square Footage Cleaned: _____
Man Hours of Service Provided Per Week: _____
Length of Contract: _____
Dates of Contract: _____

3. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____
Type of Facility: _____
Square Footage Cleaned: _____
Man Hours of Service Provided Per Week: _____
Length of Contract: _____
Dates of Contract: _____
4. Agency or Firm Name: _____
Physical Address: _____
Mailing Address: _____
Contact Person: _____
Telephone(s): _____
Email address: _____
Type of Facility: _____
Square Footage Cleaned: _____
Man Hours of Service Provided Per Week: _____
Length of Contract: _____
Dates of Contract: _____

BUSINESS INFORMATION:

Date Business Established: _____

Previous name(s) of business if any: _____

Current Vendor ID number if applicable: _____

- Business Designation (Check one)
- ☐ Individual SS#
 - ☐ Sole Proprietorship SS#
 - ☐ Partnership
 - ☐ Estate/Trust
 - ☐ Corporation / Fed ID#
 - ☐ Public Service Corp. Fed ID#
 - ☐ Governmental/Non-Profit

Total Business Income (to the nearest \$1,000.00) from Janitorial Services for each of the last three years:

Year 1: \$_____,000.00

Year 2: \$_____,000.00

Year 3: \$_____,000.00

NOTE: All prospective Contractors must supply the above as requested. The North Carolina Department of Transportation (NCDOT) reserves the right to require, within five days after written notice, the apparent low bidder to furnish a current (within the past six months) financial statement. Should the Contractor fail to provide their financial statement as requested, their bid will be automatically rejected and the next lowest Contractor's bid considered.

For reporting purposes, NCDOT requests you identify your firm with one of the following if it is fifty-one percent (51%) owned and controlled by:

Female owned: ☐ Yes ☐ No	Minority owned, if yes please indicate ethnicity of firm owner: ☐ Asian/Pacific American ☐ African American ☐ Caucasian American ☐ Hispanic American ☐ Native American ☐ Subcontinent Asian American	Physically Handicapped owned: ☐ Yes ☐ No
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MANDATORY WAGE RATE REQUIREMENT

October 1, 2009

The Contractor is required to compensate rest area employees at the following wage rate. This is the minimum hourly wage rate that employees shall be paid.

Surry County Rest Areas

Rest Area Attendants:	per hour	\$8.88
Rest Area Supervisor:	per hour	\$10.88

The above hourly rates are based on information produced by the *Occupational Employment Statistics* program in cooperation with the *Bureau of Labor Statistics*.

NOTE: The Department reserves the right to audit the Contractor's payroll records, unannounced during the period of the contract and for ninety (90) days following contract expiration. Such audit shall be conducted during normal business hours. By signature below the Contractor agrees to release those records for review upon request.

Contractor's Signature

Date

NON COLLUSION AFFIDAVIT

(To Be Executed and Returned with Quotation)

The person executing this bid solemnly swears (or affirms) that neither he, nor any official, agent, or employee of the bidder has entered into any agreement, restraint of free competitive bidding in connection with this bid.

NAME OF CONTRACTOR _____

SIGNATURE OF CONTRACTOR _____

NOTE - AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to me this the ____
day of _____ 20 ____ .

NOTARY SEAL

(SIGNATURE OF NOTARY PUBLIC)

Of _____ County.

State of _____ .

My Commission Expires: _____ .

CORPORATE SEAL

CONTRACT COST AND EXECUTION

PERFORMANCE MAINTENANCE CONTRACT

PROPOSAL NO.: 54-CH-10781684 **COUNTY:** Surry **DATE:** August 10, 2009

LOCATION: Rest Area/Welcome Center (single) on I-77, Southbound Lane, 0.5 Miles South of the NC/VA Stateline

JOB: Rest Area Custodial Operation and Maintenance Contract

CONTRACT COST PROPOSAL:

The Contractor agrees to provide the services as outlined in this proposal for the following fixed price:

ITEM: PROVIDE COMPLETE CUSTODIAL OPERATION AND MAINTENANCE OF REST
AREAS/WELCOME CENTER (SINGLE) (FOR ONE YEAR) **LUMP SUM PRICE:**

\$ _____

EXECUTION OF PROPOSAL

DATE: _____

In compliance with the foregoing request for proposals and subject to all terms and conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services for the prices quoted.

CONTRACTOR: _____ **ADDRESS:** _____

CITY AND STATE: _____ **ZIP CODE:** _____ **PHONE:** _____

BY: _____ **TITLE:** _____
(signature)

(typed or printed name)

DEBARMENT STATEMENT

The Contractor certifies and understands that by his/her signature on the Bid Form that he/she and the contracting firm he/she represents has not been banned, debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.

ACCEPTANCE OF PROPOSAL

AGENCY: N.C. Department of Transportation

CITY & STATE: Raleigh, North Carolina

(signature) **TITLE:** _____

600-10