**SCOPE OF SERVICES**

**PERFORMANCE BASED MAINTENANCE FOR LANDSCAPE AREAS CONTRACT ADMINISTRATION**

**Contract Number:** EXXXX

**Financial Project Number (s):** XXXXXX-X-XX-XX

**OBJECTIVE**

This performance-based contract requires diligent inspection, effective management, and efficient performance of the District Landscape Sites as identified herein. In performing the duties under the terms of this contract the Contractor is, by extension, representing the Department’s work force for the areas and assets specified in this contract. Unless otherwise exempted, all landscape maintenance activities within the limits of this contract are to be performed by the Contractor.

The Department will not direct specific work as in most traditional maintenance contracts. This performance-based contract requires the Contractor to determine the work needs, perform the work, meet the performance criteria of the contract and continually produce a quality product. The continual quality of the maintenance of the roadways, structures, and facilities will be a direct reflection, under public scrutiny, of the quality and integrity of the Contractor. The Department will evaluate the Contractor’s level of maintenance and quality of work performed both randomly and systematically.

The District Landscape Sites included in the scope of this contract are as follows:

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| **ROADWAY  SECTION** | **STATE RD.  (SR)** | **LOCATION** | **MILE POST** |
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**GENERAL REQUIREMENTS APPLICABLE TO CONTRACTOR**

**1.1 Current Standards and Subsequent Updates**

Perform all work in full compliance with the most current Department Standard Plans, Specifications and Contract Documents throughout the contract duration, as may be updated throughout the life of the contract. Inspect, manage and maintain all assets within the project limits as identified in this scope, perform work that is consistent with the Department's maintenance practices, and produce end results in accordance with Contract Documents in effect at the time of the performance of any work. Obtain the complete, up-to-date list of Contract Documents from the Office of Maintenance Website at <http://www.fdot.gov/maintenance/PBLandscapeDocs.shtm>. All of the Contract Documents listed at this website are incorporated by reference as a part of this contract.

**1.2 Contract Length**

The initial Contract term is three years with a renewal option for one or more additional terms with the combined length of all renewal terms not to exceed the length of the original term of the contract. Renewals will be made at the sole discretion and option of the Department and must be agreed upon in writing by both parties. If the Department elects to renew, the Department will negotiate with the Contractor an adjustment factor to be applied to the original annual contract amount. The adjustment factor may be positive, negative, or zero. If negotiations do not lead to a mutually agreed upon adjustment factor, the contract will not be renewed. The renewed contract amount will be calculated by applying the adjustment factor to the original contract amount, then adjusting for supplemental agreements as appropriate.

Renewal is contingent upon the availability of funds, satisfactory performance of the Contractor, and other factors as determined by the Department.

**1.3 Invoicing and Compensation**

This is a lump sum contract. Invoice the Department monthly according to the monthly amount shown in the Periodic Lump Sum Pay Item. At the Pre-Work Meeting submit the Schedule of Values on the form provided by the Department for approval. The Schedule of Values must contain a breakdown by site and may be used by the Department to determine value for added or deleted sites throughout the life of the Contract. With each invoice submit a breakdown of all work activities completed by Maintenance Management System (MMS) activity number. Submit all information in a format acceptable to the Department.

Deduct from the monthly invoice all applicable deductions.

Deductions listed in the Performance Criteria Tables addressing the same criteria are not to be compounded. For instance, deduction should not be assessed for both a specific criteria and the procedure governing that same criteria. The deduction with the highest total dollar value will be applied.

**1. 4 Organizational Structure**

Upon contract execution, provide a detailed organizational structure. Clearly define the responsibilities and include contact information for each position identified in the organization structure. Provide qualifications of key personnel. Throughout the contract duration, submit all changes to the organizational structure or key position responsibility to the Department.

Decisions regularly require the services of a Registered Landscape Architect (RLA) registered in the State of Florida and a Certified Arborist (ISA, International Society of Arboriculture). Identify at least one (1) individual to perform each of these services.

**1. 5 Performance Expectations and Evaluation**

Inspect, manage and maintain the District Landscape Sites as identified in the Scope uniformly and consistently throughout the contract term by meeting the performance specifications/measures established in the Contract Documents. The Department will evaluate Contractor performance in three ways:

1. By comparing actual work performance to the Contractor’s Quarterly Work Plan and Performance Requirements established within this scope,
2. By reviewing monthly inspection reports provided by the Contractor, and
3. By conducting periodic Quality Control inspections per Section 3.2.

Unsatisfactory performance of work or failure to perform in accordance with the Contractor's technical proposal or other contract documents shall result in a performance payment deduction from the monthly invoice and may result in contract default.

**1.6 Contractor Responsibilities**

Visit each identified work location prior to bid to confirm quantities, current conditions, and validity of the data contained in the Attachments, which is provided by the Department in conjunction with the Request for Proposal (RFP). Use the supplied project reference documents and field observations to assist in developing a complete understanding of all quantities and workloads pertaining to this scope of work.

The electronic files provided by the Department in conjunction with the Request for Proposal (RFP) are for information only. Use the supplied electronic files to assist in developing a complete understanding of the inventory and workloads pertaining to Contract Documents and this Scope of Work.

Continually monitor the most up-to-date industry standards, research, and best management practices in addition to all Department policies, procedures, specifications, and other Contract Documents for changes and updates. Be prepared to comply with any revisions.

Manage the maintenance of all assets identified in the contract documents. Tasks include work needs assessment; resource management; work activity planning and execution; and quality control performance to ensure work complies with contractual requirements.

Develop and submit to the Department a quarterly work plan throughout the duration of the Contract. The plan should be updated as needed to reflect changes in activity.

Perform routine and periodic maintenance activities at a frequency that ensures uniform and consistent results. Meet all performance requirements listed herein, comply with Contract Documents the Maintenance Rating Program (MRP) criteria, and any other established requirements of the Department. Should a conflict arise between contract documents, the stricter criteria will apply.

Employ and utilize proper health and safety measures to ensure safety for the traveling public, Department employees, Contractor employees, and Subcontractor employees.

Comply with current lane closure restrictions, requirements, and individual lane closure analysis results. Lane closure restrictions are subject to change due to updated traffic counts or various other events. Work with Department staff to coordinate lane closures during special events.

Before performing any non-standard landscape maintenance/restoration/repair activity or implementing any innovative ideas, submit the non-standard approach to the Department for review and comment. The Contractor agrees to fully accept the risk and responsibility for the proposed innovation. The Department reserves the right to deny the implementation of such innovation in the Department's best interest.

***[optional]***

If available, the initial GIS Landscape Inventory will be furnished by the Department with the attachment data for bidding. The Contractor shall be given access to edit the GIS Landscape Inventory to correct existing sites or add data from new sites coming on-line during the contract term. Either perform an initial field verification of the provided GIS database and make necessary corrections, or if one is not available, develop a GIS database of all sites and features within the first 30 days of the contract start date. Update the GIS Landscape Inventory monthly to record all changes, relocations, replacements, substitutions, and plant grade, for each District Landscape Site for the duration of the contract. Complete the update prior to submittal of the Monthly Inspection Report

Provide any lists, summaries, logs, reports, or other project related documents to the Department for review as requested.

Pay all fines, fees, and penalties levied against the Department by any Governmental Agency resulting from lack of maintenance or failure to act in accordance with Contract Documents.

***[optional]***

Pay all tolls required for usage of roads and bridges.

***[optional]***

Pay all costs associated or required for connection or use of water and electricity. Costs may include, but are not limited to irrigation tap fee, additional required controller upgrades, additional control or common wires, water and electrical usage invoices, permit fees and/or connection fees.

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| **Performance Criteria Table 1.6** |

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| **PERFORMANCE CRITERIA NOTES:**  For all times allowed in all charts found in this scope, the District Maintenance  Engineer/Administrator may in their discretion grant a time extension for unusual circumstances if the extension is requested during the original time period allowed. | | |
| **Non-Performance  Identification** | **Time Allowed/Criteria** | **Deduction in Compensation** |
| 1. Upon Department request, failure to submit any documents the Contractor is required to maintain | Submit document by the date requested by the Department due no Later than the end of the business day following the date of the Department's request | $100 per business day per requested document |
| 1. Violation of any Department procedures, policies, guides, or other contract document, excluding Technical Proposal | Immediately upon discovery of violation | $1,000 per occurrence of violation |
| 1. Deviating from any promises, guarantees, statements, claims, or other assurances made within the Contractor's original Technical Proposal | Immediately upon discovery of deviation | $5,000 per occurrence of deviation |

**1.7 Department Responsibilities**

The Department will provide all potential Contractors (bidders) with electronic files containing a variety of data and information about the District Landscape Sites identified in this contract. Although the information provided may not be complete, it will be useful in determining the extent of expected maintenance activities. The Department will provide the following project reference documents:

1. District Landscape Sites Location Map
2. As-built Plans
3. District Vegetation Management Plan if applicable
4. Tree Inventory if applicable
5. Snap Shot of the anticipated 5 year Work Program at the time of the original Technical Proposal advertisement date for the projects within the limits of this contract.

The Department will provide additional compensation to the Contractor via Supplemental Agreement or Unilateral Payment if the Contractor experiences a combined substantial economic impact during the previous contract year resulting from any combination of the following possible occurrences impacting existing District Landscape Sites:

1. A change to any of the Contract Documents referenced in this contract. statewide maintenance programs or practices.
2. Increased maintenance due to the construction of roadways, structures, facilities, and landscaping within sites identified in the contract documents that were not included in the Work Program Snap Shot or other information provided by the Department at the time of advertisement for this Contract.
3. Increased maintenance due to new and innovative industry practices pertaining to maintenance techniques as approved and adopted by the Department.

A substantial economic impact is defined as documented financial burden on the Contractor exceeding three percent (3%) of the annual contract amount. If additional compensation is warranted, the Department will compensate only for the value of economic impact beyond the three percent (3%) threshold. The three percent (3%) is not cumulative year to year and is reset each anniversary of contract start date.

Similarly, the Department will reduce payment to the Contractor if the Contractor experiences a combined substantial economic savings during the previous year due to occurrence of any of the following possibilities impacting existing District Landscape Sites:

1. A change to any of the Contract Documents referenced in this Contract.
2. Reduced maintenance due to the elimination or planned destruction of roadways, structures, facilities, and landscaping not captured in the Work Program Snap Shot or other information provided by the Department at the time of advertisement for this Contract

A substantial economic savings is defined as a cost savings exceeding three percent (3%) of the annual contract amount. If cost savings are identified, payment to the Contractor will be reduced only for savings greater than the three percent (3%) threshold. The three percent (3%) is not cumulative year to year and is reset each anniversary of contract start date.

District Landscape Sites may be added to or deleted from the Contract by Supplemental Agreement. Compensation to the Contractor for any additional Sites or credit due to the Department for deleted Sites not part of the original contract bid will be negotiated with the Contractor and is not subject to the substantial economic impact clauses above. Sites to be deleted or removed, as identified in the information provided to the Contractor prior to bid submittal, should be considered in the Contract bid.

**1.8 Recovery of Costs, Reimbursement and Coverage for Other Emergencies**

When an incident/event causes damage to any District Landscape Site property (hereinafter collectively referred to as Property), which is subject to the terms of this Agreement, the Department will advise the Contractor of required repairs or corrections.. Replacement of plants will be at the discretion of the Department. Should plant replacements be required, the Contractor will be compensated via Supplemental Agreement for the actual costs of materials, including shipping /transportation from the supplier. All labor, equipment and incidentals necessary to otherwise restore damages, including re-staking and up-righting of leaning trees, removal of damaged trees and restoration of turf, will be the responsibility of the Contractor. Trees and plants considered to be a hazard by the Department will be removed and any safety issues identified at the discretion of the Department be cured within 24 hours from the time the Contractor is notified.

Governor Declared Emergencies are incidents/events that prompt the Governor of Florida to declare a State of Emergency in response to the incident/event. Governor Declared Emergencies will most commonly be major hurricanes and other natural disasters but can include smaller natural disasters/events/storms (Acts of God), collisions with structures and related components, and incidents/events resulting from human interactions.

For Governor Declared Emergencies, the Department will not hold the Contractor responsible for removing, replacing or staking plants overturned/uprooted as a result of the emergency event. The Contractor will be responsible for maintaining any replaced or re-staked plants. After a Governor Declared Emergency, identify plants that do not meet the desired Maintenance Condition, defined in Section 2.1 as a result of the Emergency Event. Develop a Restoration Plan detailing strategies and methods to return plants to the desired Maintenance Condition. Submit a Plan to the Department by the next monthly inspection or a date agreed to by the Department for review and concurrence. Plant material that cannot meet the requirements of section 2 of this Scope due to permanent conditions/defects shall be identified separately in the next monthly inspection and submitted to the Department for review and concurrence. Mutually agreed upon plant material will be exempted from meeting the minimum desired Maintenance Condition as defined in Section 2.1.

**2.0 CONTRACTOR PERFORMANCE REQUIREMENTS AND MEASURES   
2.1 General Maintenance Performance Requirements**

Keep all plants undamaged, free of pests and disease or any symptoms of any disease or pest infestation, properly hydrated and nourished, supported to grow and maintain form and general appearance in accordance with the Contract. Palms and Trees shall meet a minimum rating of three (3) per the Visual Health Assessments and recommendations in Appendix B of A Guide for Tree and Palm Maintenance Along Florida Roadsides referred to herein and hereafter as ‘desired Maintenance Condition’.

Keep all plants pruned to conform to design intent per the provided maintenance plan from the RLA of record, ensure structural safety, retain aesthetics, maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, ITS devices, traffic control signals and devices, toll equipment and facilities, mechanical equipment, fences, walls and drainage structures, and to provide unobstructed access. Pruning shall conform to ANSI A300 Part 1 Standards and the companion publication by the International Society of Arboriculture Best Management Practices: Tree Pruning (most recent edition). Pruning shall be performed by or under the direct on-site supervision of an International Society of Arboriculture (ISA) Certified Arborist.

When the site includes coconut palms, trim coconut palms to ensure coconut fruits do not exceed 4 inches in length.

Keep the individual plant, mulch rings, and planting beds free of litter, debris, excess material and undesirable vegetation (weed whipping and/or weed eating will not be accepted as weed control). All weeds greater than 12 inches in height must be removed through manual methods unless otherwise directed by the Engineer. All pesticide and herbicide applications shall be completed in accordance with Section 580-33, Chemical Vegetation Control. Keep individual plant locations, mulch rings, and landscape bed edges correctly located and trimmed. Mulch each site annually to achieve minimum 4” thick layer of mulch on a schedule acceptable to the Department.

At no additional cost to the Department, bring all landscape beds, mulch rings, and individual plant locations up to the required level of maintenance within the first XX days of the contract start date.

Operate when applicable and maintain any new or existing irrigation system associated with the landscape site at an operational level of 100% during the life of the contract. Adjust sprinkler heads as necessary to ensure that spray patterns and durations have the desired coverage of the planting area and do not overspray onto roadways, sidewalks, and private property.

Maintain staking and guying until plants are fully established. Remove staking and guying from all fully established plants unless otherwise directed by the Department.

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| **Performance Criteria Table 2.1** | | |
| **PERFORMANCE CRITERIA NOTES:**  The District Maintenance  Engineer/Administrator may grant a time extension for unusual circumstances if the extension  is requested during the original time period allowed. | | |
| **Non-Performance  Identification** | **Time Allowed/Criteria** | **Deduction in Compensation** |
| a. Failure to meet any  requirement of Section 2.1. | Per Contractor's Monthly Inspection, or Department's Quality Control Inspection. | 3% of monthly payment amount per day until all of the deficiencies are corrected. |
| b. More than 5% of Palms and Trees at each site do not meet the desired Maintenance Condition | Per Contractor's Monthly Inspection, or Department's Quality Control Inspection. | 3% of monthly payment amount per day until all of the deficiencies are corrected. |
| c. More than 5% of shrubs, grasses and other ornamentals do not meet the requirements of Section 2.1 | Per Contractor's Monthly Inspection, or Department's Quality Control Inspection. | 3% of monthly payment amount per day until all of the deficiencies are corrected. |

**2.2 Plant Replacement and Removal**

Ensure that plant material at each site is maintained to meet the desired Maintenance Condition. Plant material identified in either a Department Quality Control Inspection (Section 3.2) ordering the Contractor's monthly inspection not meeting the desired Maintenance Condition will be identified on the monthly reports. Submit, with the monthly report, for Department review and approval, a Restoration Plan for all deficient materials, indicating course of action and timeframes for restoration. The restoration Plan will only identify plants that are deficient for reasons other than contractor actions or third-party damages that can be brought back to the desired maintenance condition over a period of time greater than 30 days. Plants not included and accepted by the Department as part of the Restoration Plan will be addressed under the criteria in Table 2.2.

If after an agreed upon period of time the material has not recovered, the Department will determine if the material will be removed or replaced by the Contractor.

Plant material not meeting the desired Maintenance Condition due to negligence or lack of good maintenance practices shall be replaced within 60 days at no additional cost to the Department, unless otherwise agreed to by the Department.

Use replacement plants of the same species and planting medium as the plant being replaced. Replacement plant size must match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size The Department may determine some plants should not be replaced, but removed or substituted with other plants or materials. Should the Department elect to substitute the size or species of the replacement, the cost of the replacement would be similar to that of the established plant at replacement height.

Only use nursery grown plant materials purchased from Florida-based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all new and replacement plants is Florida No. **1.** All plants must be the specified size and grade at the time of delivery.

Use only plants that are true to type and species, free of fungal infections and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. All replacement plant material shall conform to the FDOT Maintenance Landscaping Supplemental Specification 580-2 Materials. Upon request provide the Engineer with a certification from the supplying nursery that all plant materials have been purchased from Florida-based Nurseryman Stock.

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| **Performance Criteria Table 2.2** | | |
| **PERFORMANCE CRITERIA NOTES:**  the District Maintenance  Engineer/Administrator may grant a time extension for unusual circumstances if the extension  is requested during the original time period allowed. | | |
| **Non-Performance  Identification** | **Time Allowed/Criteria** | **Deduction in Compensation** |
| 1. Failure to meet requirements of Section 2.2. | Per Contractor's Monthly Inspection, or Department's Quality Control Inspection. | 3% of monthly payment amount per day until all of the deficiencies are corrected |
| 1. More than 5% of Palms and Trees at each site do not meet the desired Maintenance Condition | Per Contractor's Monthly Inspection, or Department ' s Quality Control Inspection. | 3% of monthly payment amount per day until no more than 5% of Palms and Trees at each site do not meet the desired Maintenance Condition. Palms and Trees removed with approval of the Department are not included in the total for this performance measure.  For item not included in an approved restoration plan deductions begin upon identification of the deficiency  For item included in an approved restoration plan, deductions begin after the approved timeframe in the restoration plan has elapsed |
| c. More than 5% of shrubs, grasses and other ornamentals do not meet the requirements of Section 2.1 | Per Contractor's Monthly Inspection, or Department's Quality Control Inspection. | 3% of monthly payment amount per day until all of the deficiencies are corrected. |

**2.3 Wildflower Areas**

There may be Wildflower areas associated with the District Landscape Sites. Maintain wildflower areas as delineated in the GIS Landscape Inventory or other sources in accordance with the guidelines outlined in the District's Roadside Vegetation Management Plan.

New wildflower areas may be installed/planted by the Department. During the time of site preparation, bloom, seed-set and first mowing, the Department will manage the areas. After the site is first mowed (typically in late spring/early summer) the Contractor will assume maintenance of the areas.

Mow wildflower areas between blooming periods in accordance with the guidelines outlined in the District's Roadside Vegetation Management Plan.

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| **Performance Criteria Table 2.3** | | |
| **PERFORMANCE CRITERIA NOTES:**  For all times allowed in all charts found in this scope, the District Maintenance  Engineer/Administrator may grant a time extension for unusual circumstances if the extension  is requested during the original time period allowed. | | |
| **Non-Performance  Identification** | **Time Allowed/Criteria** | **Deduction in Compensation** |
| 1. Failure to meet requirements of Section 2.3. | Per Contractor's monthly Inspection, or Department's interim inspection. | 1% of monthly payment amount applied daily until all of the deficiencies are corrected to the satisfaction of the Engineer. |
| 1. Mowing wildflowers before the seeds set | Per Contractor's monthly Inspection, or Department's interim inspection. | 30% of total monthly payment amount deducted. |
| 1. 20% or more of the wildflower site is infested with invasive ground cover. | Per Contractor's monthly Inspection, or Department's interim inspection. | 30% of total monthly payment amount deducted. |
| 1. Application of incorrect herbicide | Per Contractor's monthly Inspection, of Department's interim inspection. | 30% of total monthly payment amount deducted. |

**3.0 INSPECTION AND REPORTING   
3.1 Contractor Reporting:**

Perform monthly landscape inspections beginning within 30 days of the contract Notice to Proceed and document the findings for each District Landscape Site in a format acceptable to the Department.

For District requiring GIS use, upload all changes to the GIS Landscape Inventory, as described in **Section 1.6,** as part of the monthly inspection, beginning within 30 days after receiving the Department furnished GIS Landscape Inventory.

Provide the following information on all inspection reports regardless of format:

* If GIS not used the District may request a marked-up set of plan
* Date of inspection
* Description of project
* Location of inspection
* Condition of plants:
* the plants that are no longer at the desired Maintenance Condition (If applicable, Indicate by GIS Identification Number (GIS ID No.))
* the number of months they have been below desired Maintenance Condition (if applicable Indicate by GIS ID No.)
* Percentage of plants at the site no longer meeting the desired Maintenance Condition
* Condition of plant beds and adjoining areas (including mulch, edges of planting beds, weeds, and staking and guying), if applicable
* Condition and operation of the irrigation system, if applicable
* Contractor's response, action, and schedule
* Minimum of 10 date stamped photos illustrating overall condition
* Schedule of fertilizer/pesticide application
* Deficient area photos
* Schedule of water application and quantity
* Other comments

Additionally, submit bi-annual inspection reports signed and sealed by a Florida Registered Landscape Architect. The bi-annual inspection reports are due by the end of April and October of each contract year and shall include the same information as the monthly reports.

All inspections shall be submitted to the Engineer within seven calendar days after performing the inspection, and at least one week prior to submittal of the monthly invoice. Invoices are incomplete and will not processed until inspection reports are received. Provide a 48-hour notice to the Department prior to all inspections, as the Department may elect to participate in these inspections.

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| **Performance Criteria Table 3.1** | | |
| **PERFORMANCE CRITERIA NOTES:**  For all times allowed in all charts found in this scope, the District Maintenance  Engineer/Administrator may grant a time extension for unusual circumstances if the extension  is requested during the original time period allowed. | | |
| **Deficiency Identification** | **Time Allowed/Criteria** | **Deduction** |
| 1. Failure to timely submit Inspection Reports. | Monthly reports due at the end of each month, beginning from date of Notice to Proceed. Bi-annual reports due by the end of April and of October. | Invoice will not be processed and 0.5% of monthly payment amount applied daily until the report is submitted. |
| 1. Failure to submit complete Inspection Reports containing required information as per this Section. | Upon receipt of Inspection Report and notification by the Department | Invoice will not be processed and 0.5% of monthly payment amount applied daily until the Report deficiencies are corrected |
| 1. Failure to update the GIS Landscape Inventory. | Due at the end of each month, beginning from date of receipt of Department furnished GIS Landscape Inventory. | 0.5% of monthly payment amount applied daily until the deficiencies are corrected |
| 1. Failure to meet the requirements of this Section after 30 days of non- compliance. | Upon notification by the  Engineer. | 100% of monthly payment |

**3.2 Department Quality Control Inspections**

The Department may perform Quality Control Inspections of any District Landscape Site under this specification to ensure that the Contractor is consistently maintaining the sites. District Quality Control Inspections will not be scheduled at any individual Site more frequently than once per month but will be independent of the Contractor’s Monthly Inspection and may include one or more Sites. There is no limit to the number of Sites that may be inspected. The Department will provide a 48-hour notice and invite the Contractor to participate in the inspections to assess the overall maintenance condition of the site(s). In addition to the physical, health and aesthetic appearance of the sites(s), the Department staff will take into consideration evidence of Contractor activity to maintain the system, and other conditions including weather, impact and sensitivity to adjacent property owners, remaining useful life of the site, etc. In the event the desired performance is not met, the Contractor will be charged, as a reduction in compensation and not as a penalty, the deductions referenced in the Performance Criteria Tables.

**ATTACHMENTS**

Attachment I is incorporated into this contract.

**PAYMENT SCHEDULE**

Payment will be based upon the lump sum price divided into 36 equal monthly payments.