

EXHIBIT A

RESPECT OF FLORIDA

SCOPE OF SERVICE FOR MAINTENANCE OF REST AREA, WEIGH STATION, AND WEIGH STATION WITH TRUCK COMFORT STATION FACILITIES DISTRICT FOUR

This exhibit is a companion document to Asset Maintenance Contract E4X99, Financial Project No. 432917-2-72-01.

The Asset Maintenance (AM) Contractor for Contract E4X99 is responsible for the operations and maintenance of the Rest Area Weigh Station with Truck Comfort Station and Weigh Station facilities within the limits of Contract E4X99, including oversight of and coordination with Respect of Florida (RESPECT) for work performed by RESPECT.

1.0 OBJECTIVE

The work specified in this Exhibit consists of performing all janitorial services and minor miscellaneous maintenance activities at the Facilities listed in Exhibit B.

RESPECT agrees to furnish all labor, material, equipment, tools, cleaning supplies, and consumable supplies necessary to maintain the Facilities in accordance with the Florida Department of Transportation (Department) Standard Criteria for the Uniform Inspection of Rest Areas, Welcome Centers and Truck Comfort Stations Handbook.

RESPECT agrees to its responsibility to adhere to all Department standards, specifications, policies, and procedures, and handbook requirement conditions, including all revisions during the term of this contract.

2.0 DEFINITIONS

- A. Janitorial Services: Includes cleaning of **all** surfaces and features in the interior and the exterior of all buildings, grounds, picnic areas, benches, walkways, structures, and the contents thereof.
 - 1. Clean toilets, floors, walls, ceilings, sinks, faucets, door handles, latches, mirrors, partitions, windows, tile, and all other features.
 - 2. Clean all grounds, picnic areas, walkways, buildings, structures, and features.
 - 3. Provide and replenish all bathroom and cleaning supplies.
 - 4. Clean and empty wastebaskets, ashtrays, and garbage receptacles of all grounds, picnic areas, walkways, buildings, and structures.
 - 5. Sweep, dust, mop, vacuum, wash, scrub, and pressure wash surfaces.
- B. Safe: Free of hazards and not having the potential to cause injury or harm.
- C. Clean: Free of impurities, foreign matter, stains, grease, grime, dirt, and objectionable odors.

- D. Hygienic: Promoting healthy conditions by keeping facilities clean and disinfected to eliminate agents of disease or contagion.
- E. Operable: Capable of being used as originally intended.
- F. Scrub: The use of brushes, sponges, and/or mops with soap and clean water or other approved cleaning materials to produce a clean surface.
- G. Repair: To restore existing feature(s) to normal, operable condition.
- H. Minor Maintenance: Simple repairs of features to include plumbing, light fixtures, toilet seats, soap dispensers, and other items as described in Section 3.C.
- I. Emergency: A serious situation or occurrence in which the facility(ies) are forced to be closed, deemed unsafe, or inoperable.
- J. Facility: For this Scope, a Rest Area, Welcome Center, Weigh Station with Truck Comfort Station, and Weigh Station, to include all related buildings, structures, and components thereof created to serve a specific function, such as, but not limited to, a pump room, restrooms, storage room, parking lot, sidewalk, picnic area, etc.
- K. Feature: Any component or fixture located within the limits of the facility such as doors, windows, floors, toilets, walls, mirrors, dispensers, ashtrays, garbage cans, lights, tables, etc.
- L. Deficiency Notification: Formal correspondence from either the AM Contractor or Department notifying RESPECT that the terms of this Scope of Services are not being satisfactorily provided.

3.0 RESPECT OF FLORIDA RESPONSIBILITIES

A. Supplies

RESPECT agrees to provide all janitorial supplies, soaps, hand sanitizers, light bulbs, paper products, and other materials and equipment as may be required to perform responsibilities included in this scope of services. The liquid hand soap supplied by RESPECT must be antibacterial and all paper and chemical products supplied must be biodegradable.

RESPECT shall submit a list of all materials and supplies to be used to the facilities for the AM Contractor's approval at the pre-work conference. Any change of materials or supplies shall be approved in writing by the AM Contractor prior to use.

Provide and maintain a minimum of two operable mechanical or electrical odor control devices per restroom that will have a pleasant citrus smell and eliminate objectionable odors twenty-four (24)-hours-per-day.

B. Restrooms, Interior/Exterior of Buildings

RESPECT shall be responsible for consistently maintaining clean and hygienic conditions of features including but not limited to windows, light fixtures, floors, walls, toilet partitions, doors, door handles, latches, toilets, urinals, napkin disposals, wash basins, faucets, counters, changing stations, mirrors, soap dispensers, and hand dryers.

Restrooms for each gender (including all Family Restrooms) must be clean, accessible, and operational at all times.

Air conditioning vents and fans shall be cleaned at a minimum of once every month, with additional cleaning as necessary to maintain clean and hygienic conditions. The exhaust fans and air conditioning shall be in operation twenty-four hours per day to maintain a consistent temperature.

RESPECT shall be responsible for cleaning the foyer areas outside of the restrooms and other buildings within the physical limits of the rest area. The floors, doors, walls, windows, ceilings, bulletin boards, water fountains, ash trays, and other visible appurtenances shall be thoroughly cleaned, free of spider webs, nests, and all other dirt/debris. Trash shall be picked up/removed at least once per day. Additional cleanings are to be performed as needed to maintain clean and hygienic conditions.

RESPECT shall remove all graffiti from walls support columns, and all other locations in agreement with Section 3.C.6. The ceilings, light fixtures, fascia boards, eaves, all exterior walls, and bulletins boards shall be cleaned at least once per week with additional cleaning as needed to maintain hygienic conditions.

The materials, equipment, or methods employed by RESPECT shall in no way deface, damage, or mar the appearance of any facility or feature. The use of any chemicals that have an adverse effect on or impedes the proper operation of the wastewater treatment plant shall not be permitted.

C. Minor Maintenance

At least once per day, RESPECT'S staff shall inspect each facility's buildings, features, and equipment for defects, damage, or malfunctions. RESPECT shall document each inspection by completing an inspection form provided by AM Contractor. RESPECT staff shall identify all inoperable or damaged items observed, date, and sign the checklist. Retain daily inspection documentation for each facility in a manner so it is always readily available for review by the Department and AM Contractor.

Perform minor maintenance repairs and/or replacement of items that are the responsibility of RESPECT within twelve (12) hours of self-identification or four (4) hours of Deficiency Notification.

For items observed to be inoperable or damaged on components that are not the responsibility of RESPECT, provide notification of the condition to the AM Contractor via daily inspection log reports.

Immediately notify the AM Contractor and Department of emergency situations.

Minor Maintenance shall include repairing and/or replacing:

1. Interior lighting: Light bulbs and light fixture shades/covers which are burned out, damaged, or missing, this includes removal of shades/covers for cleaning and removal of bugs and debris. For Weigh Station and Weigh Station with Truck Comfort Stations, this responsibility is limited to a height of 15ft.
2. Soap dispensers, hand sanitizers, and hands-free soap dispensing systems.
3. Damaged, stained, or missing toilet seats.
4. Damaged or missing toilet paper holders. Replacement toilet paper holders shall be two roll holders.
5. Defective or inoperable odor control devices.

6. Removal of graffiti from all surfaces. Graffiti shall be removed daily by pressure washing, cleaning compounds, or other acceptable means approved by the AM Contractor. RESPECT shall document on the Daily inspection form for the AM Contractor to address graffiti that is “etched-in” or non-removable after employing aforementioned methods.
7. Minor plumbing items. Clean/replace filters, clean traps, and unclog pipes up to 10-ft. RESPECT shall provide a “drain snake” at all facilities to address minor clogs in the drainage lines. If a clog cannot be remedied by a drain snake, RESPECT is responsible for notifying the AM Contractor immediately.
8. Battery replacement for hands free devices as needed.

Maintain a log of all Minor Maintenance performed by RESPECT and provide with the monthly invoice.

When temporarily placing any feature out of service (sink, urinal, toilet, family restroom, etc.) for the purpose of cleaning, addressing plumbing issues or emergency issues, place a sign or placard notification informing travelers that the feature is out of order. Sign/placard must be neat and professional, no paper or handwritten notification is allowed. When a feature is out of service for reasons other than routine cleaning, notify the AM Contractor and the Department of the situation (what was placed out of service and when) within one (1) hour.

D. Storage Areas

Maintain storage areas in a neat, clean, and orderly fashion. Storage areas shall be used only for storage of supplies and materials required in the maintenance of the facility. No personal items are to be kept or stored in the storage area. Equipment, cleaning materials, cleaning apparatus, or any other instruments shall not be stored or displayed in view of the public. Areas adjacent to the actual storage room shall be maintained in a manner that presents an attractive appearance.

Storage areas must be locked and secured at all times. RESPECT shall be supplied with one set of keys for the storage areas. Keys shall not be duplicated. If keys are lost or stolen, RESPECT shall notify the AM Contractor and immediately replace or re-key the existing locks and provide new keys to the AM Contractor.

All materials stored in the storage areas shall be stored in accordance with the applicable local, state, and federal requirements. Flammable liquids (gasoline, fuels, etc.) shall not be stored in the storage areas.

All new or relocated storage areas shall be approved by the Department.

E. Grounds, Picnic Areas, and Parking Lots

RESPECT is responsible for maintaining components within the physical limits of the facility. The physical limits shall begin at the approach taper of the deceleration lane, extend through the rest area from the edge of the paved shoulder of the main roadway, and terminate at the end of the acceleration taper and include areas to the fence line within the rest area.

RESPECT is responsible for removing all trash, paper, debris, and other foreign materials from the Grounds, Picnic Areas, Parking Lots, Vending Areas, and all waste from vending machine operations at least once per day or as needed to maintain a neat appearance. In no case shall litter exceed three (3) cubic feet per acre on the grounds or parking area.

Provide notification to the AM Contractor when tires and debris in excess of thirty (30) pounds are present.

Empty garbage receptacles and replace bags or liners at least once per day, or as is necessary based upon the accumulation of waste. Immediately store collected garbage in a manner and location so it is not visible to the public.

Thoroughly clean garbage receptacles by scrubbing or pressure washing at least once every six (6) months. Provide the AM Contractor with RESPECT's schedule for cleaning garbage receptacles.

Furnish one (1) trash dumpsters with a minimum capacity of six (6) cubic yards for each rest area; and a minimum of one (1) two (2) cubic yard trash dumpster for each Weigh Station and Weigh Station with Truck Comfort facility. Empty dumpsters a minimum of once per week or more frequently if conditions warrant, or as directed by the AM Contractor.

RESPECT is responsible for providing recycling receptacles for aluminum, glass, and plastic. Recycling receptacles shall be prominently placed and identified for the collection of recyclable material. The containers shall be kept clean and hygienic in agreement with the requirements for garbage receptacles and placed along the parking and vending areas to increase awareness and accessibility. Any proceeds resulting from the collection and sales of recyclables shall be retained by RESPECT.

Sweep and clean sidewalks, curbs and gutters, and picnic areas at least once per day. RESPECT is not responsible for roadway sweeping.

Clean all features within the picnic areas at least once per day.

Clean buildings, sidewalks, picnic areas, and curb and gutters, by pressure washing, on an as-needed basis to clean spills or remove stains.

Clean exterior building walls by pressure washing a minimum once per year with additional cleanings as needed to maintain clean and hygienic conditions. Clean curb and gutter, and sidewalks by pressure washing a minimum of twice per year with additional cleanings as needed to maintain clean and hygienic conditions. Clean picnic areas and pavilions by pressure washing each quarter, at a minimum, with additional cleanings are to be performed to maintain clean and hygienic conditions.

Do not leave unattended water hoses on or across walkways or paved areas.

Rake and vacuum the grounds as necessary to maintain clean and attractive conditions.

F. Weigh Station Inspection Pit and Barn

For Weigh Station and Weigh Station with Truck Comfort Station, scrub and refinish vinyl and tile floor surfaces no less than once every six months.

Clean Weigh Station Inspection Pit and Barn on an as needed basis by performing the following: sweep dock area in barn; hose down pit area, remove trash and debris; apply degreasing agent to remove grease and oil spots or spills and flush with water; remove and clean floor plates; prime sump pump; wash down stairwells, pit walls, and inspection lights, clear sump pump of debris to avoid blockage; run sump pump until clear of fluids; and reinstall floor plates.

Pre-treat resistant grease and oil stains in the pit and barn area with a degreasing agent and pressure wash as needed or upon request by the Department or AM Contractor.

G. Weigh Station Scales

RESPECT is not responsible for cleaning or maintaining weigh station scales.

Neither the Department nor the Department's AM Contractor shall be held responsible in any way for damages, destruction or loss of equipment, supplies, materials, tools or personal property caused by RESPECT personnel.

H. Not Included

RESPECT will not be responsible for performing the following maintenance activities:

1. Mowing
2. Edging
3. Landscape Maintenance
4. Removal of Etched Graffiti
5. Roof and Gutter Clearing and Cleaning
6. Removal of Tires and Debris Exceeding 30 Pounds

Repairs and Replacement of Components Not Specified in Section 3.0 of this Scope.

Maintenance or cleaning of the water/wastewater treatment facilities.

4.0 RESPECT PERSONNEL AND ATTIRE

A. Staffing

Provide the minimum number of attendants to meet performance requirements as listed in the contract documents. If necessary, schedule additional attendants to comply with the Contract objectives at no additional cost. At rest area facilities, at least one (1) attendant shall be actively cleaning restrooms during the facility's hours of operation. RESPECT shall anticipate periods of high-volume traffic (holidays, spring break...etc.) and add staff as needed to keep up with performance requirements of this Scope of

Services. Weigh Stations shall be properly maintained and cleaned, with an attendant present a minimum of 4 hours each weekday at each location, between the hours of 6:00 am and 8:00 pm, with additional cleaning as needed or upon request to consistently maintain clean and hygienic conditions. RESPECT shall coordinate their schedule with the AM Contractor weekly.

B. Personnel Requirements

The Department reserves the right to require RESPECT to remove and replace any of the employees working under this Contract.

The primary responsibility of on-duty personnel shall be to perform in accordance with this Scope of Services.

RESPECT'S personnel shall interact with motorists in a polite and professional manner.

C. Supervisors

RESPECT shall provide contact information for a local supervisor for each rest area who shall be available twenty-four (24)-hours-per-day for immediate contact. The supervisor shall have the authority to take immediate action to correct any condition determined by the Department or AM Contractor to be unsafe, unhygienic, or reflecting unfavorably on the State of Florida.

The supervisor shall conduct weekly on-site inspections of the rest area and the facilities. In no instance shall a span of seven (7) days elapse between supervisor inspections. The supervisor's inspections shall be documented using a weekly inspection form approved by the AM Contractor. A copy of all completed weekly inspection forms shall be signed by the supervisor and left at the rest area upon completion of the inspection. An additional copy shall be attached to RESPECT'S monthly invoice.

If the supervisor is not a RESPECT employee RESPECT shall develop and forward to the Department and AM Contractor a QA/QC Plan for oversight of the sub-contracted supervisor.

D. Attire of Personnel

All employees of RESPECT shall be in a uniform approved by the Department's Engineer on the first day of duty. Uniforms of the attendants must comply with the following requirements:

Shirt/Blouse	Light blue or blue, Dacron polyester/combed cotton
Pants/Shorts/Skirts	Black, Blue, or Khaki, Dacron polyester/combed cotton
Jump suit	Light Blue or Blue, Dacron polyester/combed cotton
Jacket	Black, Light Blue, or Blue, Dacron polyester/combed cotton
Cap	Dark Blue, Dacron polyester/combed cotton
Belts	Black or brown
Shoes	Closed toe and heel that provides protection

All clothing shall be clean, and free of wrinkles.

Any deviations from the above uniform code must be requested and approved in writing by the Department.

Shorts and skirts must be of acceptable length. Shoes and socks must be worn at all times and shoes shall be clean and free of defects such as holes.

Each employee on duty shall have a nametag to identify the employee as "REST AREA ATTENDANT" displaying his or her name. The nametag shall be positioned over the left shirt, jump suit, or jacket pocket and fully visible at all times while on duty.

5.0 SAFETY

A. RESPECT shall follow all Department, AM Contractor, and OSHA Safety requirements.

B. RESPECT shall adequately warn and protect the public from possible hazardous conditions as such RESPECT shall furnish and place all needed safety and warning signs during all maintenance operations that RESPECT performs. Examples include: "Closed for Cleaning", "Floor Slippery When Wet", "Do Not Enter", and "Caution". Signs must be to industry standards; no hand-written or home-made signs are allowed.

Special precautions shall be used when mowers, edgers, trimmers, or other equipment are operated within the vicinity of the public, their vehicles, or property.

Notify the AM Contractor if fire extinguishers are used and need to be replaced.

RESPECT shall be responsible for reporting all incidents, such as vandalism, theft, etc., to the proper law enforcement agency immediately and to the AM Contractor and the Department's Engineer as soon as possible.

C. Hurricane/Emergency Preparation: When a facility is in the impact area of a declared emergency event or located along the evacuation route, the Department may require RESPECT to supply additional attendant(s) at specified locations before and after the event. RESPECT will be compensated accordingly for the additional personnel.

When sustained winds reach thirty-nine (39) miles per hour at the facility, RESPECT is released of responsibility and may allow their attendants to evacuate the rest area. RESPECT will leave all facilities open and accessible to the public. RESPECT will re-staff the facility as soon as possible after the storm has subsided or upon notice by the Department or the AM Contractor. There will be no reduction in payment for the time the facility was left unattended due to the hurricane.

6.0 RESTRICTED USE OF REST AREAS

A. Permits

The Department is responsible for authorizing and issuing General Use and/or Solicitation permits for temporary use at rest areas. All inquiries for permits shall be directed to the Department's Engineer. RESPECT is restricted from authorizing or issuing any permits to any profit or non-profit, public, or private organizations, groups, or persons for any activity at rest areas.

RESPECT's activities shall not restrict or disrupt any permitted organization, group, or person from performing their permitted function within the rest area.

B. Legal Requirements

RESPECT shall comply with all federal, state and local laws and ordinances respecting the safety, health codes, permit requirements, employment, and all other requirements applicable to this Contract. RESPECT shall be responsible for all fines or penalties that result in non-compliance by RESPECT, at no additional cost to the Department.

7.0 RESPECT OF FLORIDA RECORDS

A. General

All records generated as a result of providing services under this Scope must be available upon request by the AM Contractor or Department for a minimum of five (5) years after completion of the Contract term.

B. Daily Inspection Logs

RESPECT shall keep a daily inspection log of all routine maintenance activities and operations performed. Daily inspection logs shall be available for review upon request by the AM Contractor or Department.

The daily inspection log will be designed by the AM Contractor. The log shall include time and date of any required daily activities and unusual activity or occurrence at the facility, such as accidents, vandalism, out of service items in need of repair...etc.

The AM Contractor will require RESPECT to submit copies of the daily logs prior to payment of any invoice.

C. Weekly Inspections

The weekly supervisor's inspections shall be documented using a weekly inspection form approved by the AM Contractor. A copy of all completed weekly inspection forms shall be signed by the supervisor and left at the facility upon completion of the inspection. An additional copy shall be attached to RESPECT'S monthly invoice.

8.0 PERFORMANCE OF WORK AND COMPENSATION REDUCTION SCHEDULE

The Department will perform and record facility inspections as required by Procedure. The Department will not provide a separate score for RESPECT based on the distribution of work activities within the AM Contract. It is expected that RESPECT will be an active partner in the overall management of all facilities and features under the Contract, as such RESPECT will share in the responsibility of payment reductions for failure to meet performance requirements. Payment reductions for non-performance by RESPECT will be pro-rated according to and commensurate with the responsibilities of RESPECT as outlined in this Scope and in accordance with the Reduction Schedule in this Exhibit.

When conducting announced inspections, the Department will coordinate with the AM Contractor and RESPECT. RESPECT representatives may, at their option, attend the inspection and provide feedback during the time the inspection takes place. RESPECT may only dispute a rating or score if they attend the inspection and provide feedback during the time the inspection takes place.

If a disputed score or item cannot be resolved at the time of the inspection, the Department's Score will temporarily be assigned to the inspection and the inspection will continue. At the end of each inspection each party shall document any disputes/concerns and escalate the issue(s) to the Deputy District Maintenance Engineer or delegate within 48 hours for final determination.

In all cases, the Department's official inspection score is the score that will be used in determining if the contract requirements have been met.

1. The Department shall conduct monthly inspections per the Uniform Inspection of Rest Areas, and Truck Comfort Stations Handbook. For instances where the conditions directly related to the responsibilities of RESPECT do not meet the required performance criteria, the AM Contractor will issue RESPECT a Deficiency Notification, with details of the deficiency prior to assessing any reduction in payment.
 2. Deficiency Notification to RESPECT: When daily services are not provided in accordance with the Scope of Services, RESPECT shall be notified by the AM Contractor and directed to perform the services within four (4)-hours. The notification shall be provided in writing to the attendant on duty with a copy e-mailed to the RESPECT project manager.
 - a. RESPECT shall be responsible for reporting to the AM Contractor when deficiencies in the Notification have been corrected and are ready for inspection.
 - b. Regardless of the reporting status an evaluation of the non-compliant item(s) will be made between twelve (12) and twenty-four (24) hours after Notification. If the evaluation shows the item(s) have been corrected, the AM Contractor will rescind the previous notice.
 - c. Should the evaluation show the item(s) RESPECT is responsible for remain in noncompliance, RESPECT's monthly compensation shall be reduced in accordance with pro-rated or RESPECT specific deductions as provided in Table 1 of this Exhibit. Calculation of the pro-rated assessment will commence on the date that written notification is provided to RESPECT and continue until the deficient item(s) have been corrected and accepted by the AM Contractor.
- B.** Reduction Schedule: The information, expectations, and criteria following the Table below are the performance criteria that will be considered at a pro-rated percentage, for the level of service not meeting contractual requirements and/or this Scope of Services. Any unearned benefit shall be subtracted from the monthly compensation on the monthly invoice submitted by RESPECT.

Table 1

<p style="text-align: center;">Rest Area, Weigh Station and Weigh Station with Truck Comfort Station Maintenance to be Pro-Rated for RESPECT Responsibilities</p>
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Deficiency Identification	Criteria	Deduction
a) Facility receives single overall inspection result below minimum allowed (85).	Per Procedure	\$1,000 per point or as prorated based on RESPECT's responsibility for failed feature(s).
b) Facility's average 6-month inspection results falls below minimum allowed (90).	Per Procedure	\$2,000 per point or as prorated based on RESPECT's responsibility for failed feature(s).
RESPECT Responsibility Requirements		
a) Failure to comply with a Deficiency Notification within the allowable timeframes	Failure to report deficiency correction within 4 hours. Field Inspection verifies work was not completed.	\$100 per hour late. \$100 per hour until corrected.
b) Facility closure due to RESPECT's failure to adequately perform	Deductions begin immediately on closure	\$500 per hour of facility closure, prorated.
c) Number of Attendants (Failure to provide minimum number of Attendants on duty)	Per Scope	\$250 per attendant/per shift until corrected. If no attendants on site \$250 per hour until corrected.

<p>d) Violation of any Department procedure, policies, guides, or contract document.</p>	<p>Immediately upon discovery of violation that is not otherwise addressed in the Table 1.</p>	<p>\$100 per occurrence/per day until corrected.</p>
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9.0 COMPENSATION

Submit invoices on a monthly basis in a format acceptable to the AM Contractor and the Department. Include a list of attendants on duty for each day, the shift worked, and number of hours worked at each facility (schedules are not acceptable), along with copy of all daily and weekly inspection forms completed by RESPECT staff and supervisor during the monthly period invoiced. Invoices submitted without the above documentation, with incorrect data, or illegible information will be returned to RESPECT for completion or correction and re-submittal.

Submit monthly invoices to the AM Contractor after completion of each month's service. The invoice may be mailed, or hand delivered no later than the tenth (10th) day of the following month. For each invoice where a performance reduction will be assessed in accordance with the terms of the Contract, itemize the reduction to reflect the amount associated per facility.

10.0 TERMINATION OF SERVICES AT SELECT FACILITIES

For any given Facility, if the average monthly facility score for any rolling 6-month period falls below 85, the AM Contractor shall formally notify RESPECT of the recurring performance deficiencies and notify the District Maintenance Engineer with the details of the situation. Should the condition persist for one or more additional months, the District Maintenance Engineer will review the facts of the situation, consult with the Office of the General Counsel, and issue a Letter of Concern to RESPECT alerting them of poor performance at the Facility.

The Letter of Concern will set forth the factual basis for the allegations that RESPECT is deficient in the performance of its work under the contract and is in default of the contract at that Facility. The Letter of Concern shall include requirements for RESPECT to cure the deficiencies in its performance and a time frame in which to comply to avoid a forced termination of services at that Facility.

If RESPECT fails to timely comply with the requirements of the Letter of Concern, the District Maintenance Engineer shall notify the Director, Office of Maintenance (DOM) of the details of the situation. The DOM will review the facts and then may issue a Notice of Intent to Terminate Facility Services to RESPECT. The Notice of Intent to Terminate Facility Services will set forth requirements, including performance criteria, procedures and time frames, for RESPECT to cure the acts or omissions which constitute the performance deficiencies at that Facility.

If RESPECT fails to comply with the requirements of the Notice of Intent to Terminate Facility Services, the DOM may recommend to the Chief Engineer that RESPECT's services be terminated at the Facility where RESPECT failed to perform. If the Chief Engineer concurs with the recommendation of the DOM, the Chief Engineer may issue a written order to RESPECT to Terminate Facility Services at the Facility where RESPECT failed to perform. At this Facility, the Department shall take prosecution of the work under the contract out of the hands of RESPECT and perform the work needed at this Facility by other means.

If the Department issues a written order to RESPECT to Terminate Facility Services, all future payment for services performed at this Facility will be forfeited by RESPECT.