EXHIBIT 18

NONCOMPLIANCE POINTS SYSTEM, PERSISTENT DEVELOPER DEFAULT AND MEASURES OF LIQUIDATED DAMAGES

1. Noncompliance Points System

The table attached as Attachment 1 to this Exhibit 18 identifies the Developer failures and breaches that may result in the assessment of Noncompliance Points, the number of Noncompliance Points that may be assessed for each such failure or breach, and the cure period available to Developer for each such failure or breach, other than for Developer's failure to submit a deliverable by its due date.

2. Trigger Points for Persistent Developer Default and Uncured Noncompliance Points

2.1 A Persistent Developer Default under clause (a) of the definition thereof shall exist on any date (whether before or after the last Service Commencement Date) that:

(a) The cumulative number of Noncompliance Points, cured or uncured, assessed during any consecutive 365-day period (including any period prior to the last Service Commencement Date) equals or exceeds the following:

(i) For any consecutive 365-day period ending prior to the last Service Commencement Date, and for any consecutive 365-day period entirely within an Upgrade construction period, 140;

(ii) For any consecutive 365-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction period, 140; and

(iii) For any other consecutive 365-day period, 100.

(b) The cumulative number of Noncompliance Points, cured or uncured, assessed during any consecutive 1095-day period (including any period prior to the last Service Commencement Date) equals or exceeds the following:

(i) For any consecutive 1095-day period ending prior to the last Service Commencement Date, and for any consecutive 1095-day period entirely within an Upgrade construction period, 270;

(ii) For any consecutive 1095-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction period, but includes not more than 365 days outside such periods, 270;

(iii) For any consecutive 1095-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction period, but includes more than 365 and not more than 730 days outside such period, 250;

(iv) For any consecutive 1095-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction

period, but includes more than 730 and not more than 1094 days outside such periods, 225; and

(v) For any other consecutive 1095-day period, 200.

For purposes of this Section 2.1 only, Tier 1 Noncompliance Points shall be assessed at 100% of the assigned number of points, Tier 2 Noncompliance Points shall be assessed at 50% of the assigned number of points and Tier 3 Noncompliance Points shall be assessed at 0% of the assigned number of points.

2.2 A Persistent Developer Default under clause (b) of the definition thereof shall exist on any date (whether before or after the Operating Period commences) that the cumulative number of breaches or failures to perform, cured or uncured, within clause (b) of the definition of Persistent Developer Default during any consecutive 365-day period equals or exceeds the following:

(a) For any consecutive 365-day period ending prior to the last Service Commencement Date, and for any consecutive 365-day period entirely within an Upgrade construction period, 90;

(b) For any consecutive 365-day period a portion of which includes any days prior to the last Service Commencement Date or any days of an Upgrade construction period, 90; and

(c) For any other consecutive 365-day period, 60.

2.3 The number of cured Noncompliance Points that would otherwise then be counted under this Section 2 is subject to reduction in accordance with Section 17.3.6.2 of the Agreement.

2.4 TxDOT shall be entitled to immediate and automatic commencement of liquidated damages under Section 17.4.2.2 of the Agreement, without further notice, on any date that the number of Uncured Noncompliance Points equals or exceeds the following:

(a) On any date occurring prior to three months after the last Service Commencement Date, 50; and

(b) On any date occurring on or after three months after the last Service Commencement Date, 35.

3. Liquidated Damage Amounts

3.1 For Late Service Commencement and Late Final Acceptance

(a) Subject to clause (c) below, liquidated damages for late Service Commencement for either Facility Segment shall equal $5,600 per day for each day that the Service Commencement Date for such Facility Segment is later than the Service Commencement Deadline for such Facility Segment, as the Service Commencement Deadline may be extended pursuant to this Agreement.

(b) Liquidated damages for late Final Acceptance shall equal $5,600 per day for each day that the date of Final Acceptance is later than the Final Acceptance Deadline as the Final Acceptance Deadline may be extended pursuant to this Agreement.

(c) If liquidated damages would accrue simultaneously for failure to meet the Service Commencement Deadline for both Facility Segments, then the amount of the liquidated damages shall equal the amount if there were failure to meet the Service Commencement Deadline for only one Facility Segment. If liquidated damages would accrue simultaneously for failure to meet a Service Commencement Deadline and the Final Acceptance Deadline, then only the liquidated damages for failure to meet the Service Commencement Deadline shall accrue.

3.2 For Single Noncompliance Point

Liquidated damages under Section 17.4.2.1 of the Agreement on account of the assessment of any single Noncompliance Point shall equal $8,400 per point, subject to Sections 18.3.1.2 and 18.3.1.3 of the Agreement. For the avoidance of doubt, Tier 1, Tier 2 and Tier 3 Noncompliance Points shall be assessed under this Section 3.2 at 100% of the assigned number of points.

3.3 For Accumulated Uncured Noncompliance Points

Liquidated damages under Section 17.4.2.2 of the Agreement on account of the accumulation of assessed Uncured Noncompliance Points as provided in Section 2 above shall equal $11,500 per day and shall continue as provided in Section 17.4.2.2 of the Agreement. For the avoidance of doubt, Tier 1, Tier 2 and Tier 3 Noncompliance Points shall be assessed under this Section 3.3 at 100% of the assigned number of points.

3.4 For Lane Rental Charges

(a) Subject to Section 3.4(d) below, Lane Rental Charges shall be assessed for any period between the Operating Commencement Date and the applicable Service Commencement Date during which one or more General Purpose Lanes are closed beyond or have a width that is less than the minimum requirements set forth in Section 18.3.1 of the Technical Provisions.

(b) Lane Rental Charges shall apply to both scheduled and unscheduled occurrences. Lane Rental Charges shall be assessed for every quarter hour or part thereof. For the period between the Operating Commencement Date and the applicable Service Commencement Date, Developer shall report to the Independent Engineer on a daily basis any General Purpose Lane closures or reduced widths which give rise to Lane Rental Charges. Liquidated damages shall be applied according to Table 3.4-1.

(c) Developer shall not be assessed Lane Rental Charges for rolling lane closures for the purpose of construction activities above operational General Purpose Lanes. In this context a rolling lane closure is defined as a lane closure of less than 15 minutes during the period of Period D provided that (i) the lanes are reopened such that queued traffic is dispersed.

Table 3.4-1 Lane Rental Charges

Number of General Purpose Lanes Closed Or Reduced In Width Below Minimum	Hourly Lane Rental Charge (Each Direction)			
	Period A (Weekday Peak Hours)	Period B (Weekday Off-Peak Hours)	Period C (Weekend Peak Hours	Period D (Night Time Hours
1	$75,000	$55,000	$20,000	$7,000
2	$120,000	$90,000	$50,000	$17,000
3	$175,000	$155,000	$80,000	$40,000
4	$210,000	$180,000	$100,000	$60,000

(d) The hours that apply to each period are as follows:

(i) Period A: Refer to description of "Peak Hours" provided in Exhibit 1 of the Agreement
(ii) Period B: Refer to description of "Off-Peak Hours" provided in Exhibit 1 of the Agreement
(iii) Period C: Refer to description of "Peak Hours" provided in Exhibit 1 of the Agreement
(iv) Period D: Refer to description of "Night Time Hours" provided in Exhibit 1 of the Agreement

(e) Developer shall only be required to pay to TxDOT Lane Rental Charges if any of the following clauses applies: (i) Developer shall be required to pay to TxDOT the portion of the cumulative Lane Rental Charges assessed during Period A, Period B, Period C and Period D, if any, that exceeds the amounts specified in Table 3.4-2 (ii) Developer shall be required to pay to TxDOT the portion of the cumulative Lane Rental Charges assessed during Period A and Period B shown on Table 3.4-1, if any, or (iii) Developer shall be required to pay to TxDOT the portion of the cumulative Lane Rental Charges assessed during Period A and Period B shown on Table 3.4-1, if any, to the extent that such assessment did not commence within Period C or Period D. To the extent that more than one such clause applies, Developer shall only be assessed Lane Rental Charges under one such clause. If the cumulative Lane Rental Charges assessed during Period A, Period B, Period C and Period D do not exceed the amounts shown in Table 3.4-2, Developer shall not be required to pay Lane Rental Charges.

Table 3.4-2: Excused Amount of Lane Rental Charges

Scope of Work Element	Period A (Weekday Peak Hours)	Period B (Weekday Off-Peak Hours)	Period C (Weekend Peak Hours	Period D (Night Time Hours	Cumulative Total
Mandatory Scope	$0	$0	$1.1m	$2.72m	$3.82m
General Purpose Capacity Improvement	$0	$0	$0	$0	$0
IH35W Managed Lane Direct Connectors	$0	$0	$0	$0.272m	$0.272m
Interchange Capacity Improvement	$0	$0	$1.1m	$2.72m	$3.82m
Subsegment A	$0	$0	$0.88m	$1.6m	$2.48m
Subsegment B	$0	$0	$0.88m	$3.2m	$4.08m
Subsegment C	$0	$0	$0.88m	$3.2m	$4.08m
Managed Lane Capacity Improvement – Subsegment A	$0	$0	$0	$0	$0
Managed Lane Capacity Improvement – Subsegment B	$0	$0	$0	$0	$0
Managed Lane Capacity Improvement – Subsegment C	$0	$0	$0	$0	$0

3.5 Adjustments

Each of the foregoing amounts of liquidated damages shall be increased annually on January 1 of each year after the Effective Date by a percentage equal to the percentage increase in the CPI between the CPI for October of the second immediately preceding year and the CPI for October of the immediately preceding year; provided that in no event shall the amount be less than the amount in effect during the immediately preceding year.

ATTACHMENT 1 TO EXHIBIT 18

NONCOMPLIANCE POINTS TABLE

Assessment Categories for Non-Compliance Cure Periods and Assessment of Points

	Cure Periods (Sections 18.2.2.2 and 18.2.2.3)	**Assessment of Noncompliance Points (Sections 18.3.1.6, 18.3.1.7 and 18.3.1.8)**
A	Cure period shall be deemed to start upon the date Developer first obtained knowledge of, or first reasonably should have known of, the breach or failure. For this purpose Developer shall be deemed to first obtain knowledge of the breach or failure not later than the date of delivery of the initial notice to Developer, as described in Section 18.2.2.2 of the Agreement.	Provided that the breach or failure is not cured, Noncompliance Points shall first be assessed at the end of the first cure period, and shall be assessed again at the end of each subsequent cure period, as described in Section 18.3.1.6 of the Agreement.
B	Cure period shall be deemed to start from the date on which the breach or failure occurred, whether or not an initial notice has been delivered to Developer, as described in Section 18.2.2.3 of the Agreement.	Noncompliance Points shall first be assessed on the date of the initial notification under Section 18.2 of the Agreement (the start of the first cure period). Provided that the breach or failure is not then cured, Noncompliance Points shall be assessed again at the end of the first and each subsequent cure period, as described in Section 18.3.1.7 of the Agreement.
C	No cure period applicable.	Noncompliance Points shall be assessed on the date of the initial notification under Section 18.2 of the Agreement, as described in Section 18.3.1.8 of the Agreement.

List of Noncompliance Items, Assessment Categories and Cure Periods

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
1	General	General Requirements	Comply with any Technical Provision Section entitled "General Requirement", except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	14 Days	1	Tier 2
2	General	Governmental Approval	Deliver to TxDOT prior to beginning construction any executed copy of a Governmental Approval the Developer obtained as required by Section 6.2.1 of the Agreement.	B	7 Days	1	Tier 2
3	General	Governmental Approval	Submit any application for a Governmental Approval to TxDOT for approval or review and comment prior to submitting to any Governmental Entity as required by Section 6.2.2 of the Agreement.	A	7 Days	1	Tier 2
4	General	Governmental Approval	Comply with the provisions of Section 6.2.5 of the Agreement with respect to Additional Properties outside the Facility Right of Way.	C	None	1	Tier 1
5	Facility Management	Meetings	Comply with a meeting requirement of any Technical Provision Section, except where provided elsewhere in this Attachment 1 to Exhibit 18.	C	None	1	Tier 2
6	General	Notification of breach	Notify TxDOT and Independent Engineer of the occurrence of any breach or failure specified in this Attachment in accordance with Section 18.2.1 of the Agreement.	C	None	2	Tier 1
7	General	TxDOT and Independent Engineer access	Comply with any provisions under Sections 9.3.1.3 or 9.3.3.3 of the Agreement with respect to cooperation with, and access for, TxDOT's Authorized Representative(s) and or Independent Engineer to the Facility, Developer's Facility offices and operations buildings, and Developer's data.	A	1 Day	1	Tier 1
8	General	TxDOT and Independent Engineer comments to Submittals	Respond to TxDOT's or the Independent Engineer's comments or objections or modify a Submittal in accordance with Section 6.3.7.2 of the Agreement.	A	7 Days	1	Tier 2
9	General	TxDOT Facilities	Comply with the requirements of Section 2.9 of the Technical Provisions.	A	7 Days	1	Tier 3

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
10	Financial	Reports	Within two Business Days after the Effective Date and within two Business Days after the date of Financial Close, deliver to TxDOT an update of the audit and opinion obtained from the independent model auditor that provided to TxDOT an opinion on suitability of the Base Case Financial Model, as required by Section 5.2.4 of the Agreement.	B	7 Days	1	Tier 2
11	Insurance	Verification of coverage	Provide TxDOT with copies of insurance policies and evidence of payment of premiums in accordance with Section 16.1.2.4 of the Agreement.	A	21 Days	1	Tier 2
12	Contracting and Labor Practices	Adoption of written ethical policies	Implement written policies for ethical standards within 90 days after the Effective Date in accordance with Section 10.7 of the Agreement.	B	30 Days	2	Tier 2
13	Contracting and Labor Practices	Affiliates	Submit a copy of the proposed contract with an Affiliate in accordance with Section 10.5.2 of the Agreement.	B	7 Days	1	Tier 2
14	Contracting and Labor Practices	Compliance with DBE plan	Comply with the requirements of Section 10.9 of the Agreement in connection with the Disadvantaged Business Enterprise (DBE) Program.	A	30 Days	2	Tier 2
15	Contracting and Labor Practices	Disclosure of Contracts and Contractors	Provide TxDOT and the Independent Engineer with a list of all Contracts, Contractors, guarantees of Key Contracts and the guarantors with each monthly report required under this Agreement or the Technical Provisions in accordance with Section 10.1.1 of the Agreement.	B	7 Days	1	Tier 2
16	Contracting and Labor Practices	Notification of Contractors	Comply with the requirements of Section 10.1.2 of the Agreement.	B	14 Days	1	Tier 2
17	Facility Management	Audit	Carry out internal audits of the Facility Management Plan at the times prescribed in the Facility Management Plan in accordance with Section 9.1.6 of the Agreement.	B	7 days	1	Tier 1
18	Facility Management	Construction Quality Management	Construct the Works in accordance with the requirements of Section 2.2.8 of the Technical Provisions.	A	30 Days	1	Tier 1
19	Facility	Contractors	Cause each of its Contractors (other than NTTA) at every	B	7 Days	1	Tier 2

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
	Management		level to comply with the applicable requirements of the approved Facility Management Plan in accordance with Section 9.1.7 of the Agreement.				
20	Facility Management	Contractors	Comply with the requirements of Section 10.2.1 of the Agreement.	A	7 Days	4	Tier 2
21	Facility Management	Coordination	Comply with a requirement of any Technical Provision Section, entitled "Administrative Requirements" except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	1	Tier 2
22	Facility Management	Deliverables	Prepare, implement, maintain, update or submit a Plan, a report, a deliverable or a submittal required by, or compliant with, any Technical Provision Section or the Agreement, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	1	Tier 2
23	Facility Management	Document Management	Manage documents in accordance with Section 2.1.2 of the Technical Provisions.	A	7 Days	1	Tier 2
24	Facility Management	Inspection	Comply with a requirement of any Technical Provision Section or the Agreement with regard to inspection, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	2 Days	2	Tier 1
25	Facility Management	ITS	Provide and maintain ITS interoperability over the Term of the Agreement and coordinate said ITS with the Electronic Toll Collection System (ETCS) such that the communication requirements of the ETCS are accommodated all in accordance with the requirements of Section 17 of the Technical Provisions.	B	90 Days	1	Tier 1
26	Facility Management	Key Personnel	Comply with a requirement with regard to Key Personnel of any Technical Provision Section or the Agreement, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	14 Days	2	Tier 1
27	Facility Management	Maintenance and inspection of records	Keep, maintain and make available to TxDOT and the Independent Engineer all books, records and documents in accordance with Sections 22.1.1, 22.1.2 or 22.1.3. of the Agreement.	A	7 Days	1	Tier 1
28	Facility Management	Quality Management	Establish and maintain updated and comply with the requirements of a Quality Management Plan in accordance	A	7 Days	2	Tier 1

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
			with Section 7.2.2 or 9.1 of the Agreement or Section 2.2 of the Technical Provisions.				
29	Facility Management	Safety	Observe the requirements of the safety plan or to carry out any construction, operation or maintenance activity in contravention of (or in absence of) the safety plan or in a manner that represents a hazard to project workers or the general public in accordance with Section 2.5 of the Technical Provisions.	A	1 Day	3	Tier 1
30	Facility Management	Schedule	Comply with a schedule requirement of any Technical Provision Section or the Agreement, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	2	Tier 2
31	Facility Management	Submission	Develop and submit a part of, or change or addition or revision to, the FMP at the time required all in accordance with Sections 9.1.2 or 9.1.3 of the Agreement and Attachment 2-1 to the Technical Provisions.	B	14 Days	1	Tier 2
32	Facility Management	Traffic Management	Provide a Lane Closure Notice in accordance with Section 18.3.1.1.2 of the Technical Provisions.	A	1 Day	1	Tier 3
33	Environmenta l Compliance	Air quality	Take measures to minimize or mitigate the effects of dust; or, within one hour adjust such measures; all in accordance with Section 4.3.3.1 of the Technical Provisions.	B	4 Hours	1	Tier 2
34	Environmenta l Compliance	CEPP	Maintain and update the complete Comprehensive Environmental Protection Program (CEPP) as required by Sections 4.3 and 4.4 of the Technical Provisions.	A	7 Days	2	Tier 1
35	Environmenta l Compliance	Contravention of Environmenta l Approvals	Follow the CEPP or any of its constituent parts for any work activity as required by Section 4.3 of the Technical Provisions.	B	1 Day	1	Tier 1
36	Environmenta l Compliance	Environmenta l Approvals	Comply with Section 4.2 of the Technical Provisions.	B	7 Days	5	Tier 1
37	Environmenta l Compliance	Mitigation	Comply with the requirements of Sections 7.9.1 or 8.1.4 of the Agreement.	B	7 Days	3	Tier 1
38	Environmenta l Compliance	Noise	Comply with Section 4.3.2 of the Technical Provisions with respect to noise.	B	1 Hour	1	Tier 1

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
39	Environmental Compliance	Notification	Notify TxDOT of Hazardous Materials or a Recognized Environmental Condition as set forth in Section 7.9.1 of the Agreement.	A	1 Day	1	Tier 1
40	Environmental Compliance	Property Access	Comply with Section 11.2.1 or 18.3.1 of the Technical Provisions.	A	4 Hours	1	Tier 1
41	Environmental Compliance	Public hearings	Organize public hearings or meetings as required by Section 4.3 of the Technical Provisions.	A	30 Days	4	Tier 1
42	Utility Adjustments	Maintain service	Maintain a utility service fully operational in accordance with Section 6.4 of the Technical Provisions.	A	3 Days	3	Tier 1
43	Utility Adjustments	Record keeping	Maintain accurate records of utility work or provide copies to TxDOT in accordance with Section 7.5.4.6 of the Agreement or Section 6.1.5 or 6.4.9 of the Technical Provisions.	A	7 Days	1	Tier 1
44	Utility Adjustments	Utility Information	Prepare and submit to TxDOT the utility information in accordance with Section 7.5.5 of the Agreement.	B	30 Days	1	Tier 1
45	Design and Construction	Construction Requirements	Comply with a construction requirement of any Technical Provision Section, except where provided elsewhere in this Attachment 1 to Exhibit 18.	A	30 Days	1	Tier 1
46	Design and Construction	Construction warranties	Ensure extension of third parties warranties to TxDOT or failure to correct any defective Work that would void any such warranty all as required by Section 7.12.1 of the Agreement.	A	14 Days	1	Tier 2
47	Design and Construction	Design Requirements	Comply with a requirement of any Technical Provision Section, entitled "Design Requirements" except where provided elsewhere in this Attachment 1 to Exhibit 18.	A	30 Days	1	Tier 1
48	Design and Construction	Implementation of Directive Letters	Implement Directive Letters in accordance with Section 14.1.6 of the Agreement.	B	14 Days	3	Tier 1
49	Design and Construction	Land Surveys	Comply with Section 9 of the Technical Provisions except where provided elsewhere in this Attachment 1 to Exhibit 18.	A	7 Days	1	Tier 2
50	Design and Construction	Punch list	Prepare, maintain or deliver a Punch List, or a modification thereto, to TxDOT and the Independent Engineer, all as required by Section 7.8.2.3 of the Agreement.	B	30 Days	1	Tier 2
51	Design and Construction	ROW (Generally)	Comply with the requirements of Sections 7.3 or 7.4 of the Technical Provisions.	A	7 Days	7	Tier 3

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
52	Design and Construction	Testing	Provide test results or reports as required by Section 9.3.4 of the Agreement.	B	7 Days	1	Tier 2
53	Design and Construction	Traffic Management	Comply with the requirements of Section 18.4 of the Technical Provisions.	B	4 Hours	2	Tier 1
54	Tolling	Disclosure	Disclose policies regarding privacy of Patron Confidential Information to Patrons in accordance with Section 8.8.8 of the Agreement.	A	7 Days	1	Tier 1
55	Tolling	Managed Lanes Speed	Gather vehicle speed data as set forth in Exhibit 4 of the Agreement, for every 3 hours or part thereof that such data is not gathered.	C	None	6	Tier 2
56	Tolling	Publicity of toll rates	Publicize and make available or otherwise provide the current or prevailing toll rate in accordance with Exhibit 4 of the Agreement.	C	None	2	Tier 1
57	Tolling	Toll pricing	Comply with the Segment tolling methodology in accordance with Exhibit 4 of the Agreement, other than as provided elsewhere in this Attachment 1 to Exhibit 18.	C	None	4	Tier 1
58	Tolling	Tolling Operations	Comply with the requirements of Section 21.3 or 21.5 of the Technical Provisions.	B	7 Days	3	Tier 1
59	Tolling	Toll discounts	Deliver a monthly report to TxDOT and/or Independent Engineer that includes: (i) for each valid transponder account holder that self-declares (or is otherwise identified) as an HOV or Motorcycle during Peak Periods during the HOV Discount Period, the date, time and amount of the undiscounted toll and a unique transaction identifier; and (ii) the total HOV discount for the month that is potentially eligible for reimbursement to Developer, all in accordance with the requirements of Exhibit 4.	B	14 Days	1	Tier 1
60	Tolling	User privacy	Comply with Section 8.8.1 of the Agreement.	A	7 Days	2	Tier 1
61	Tolling	User privacy	Comply with Section 8.8.4 of the Agreement, other than as provided elsewhere in this Attachment 1 to Exhibit 18.	A	7 Days	2	Tier 1
62	Tolling	User privacy	Protect Patron Confidential Information as required by Section 8.8.4 of the Agreement with respect to one or more individuals in an isolated incident as opposed to a systematic	C	None	2	Tier 1

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
			or repetitive breach.				
63	Operations and Maintenance	Access	Provide access to systems in accordance with Section 22.3.4 of the Technical Provisions.	C	None	1	Tier 1
64	Operations and Maintenance	Incident Management Plan	Comply with provisions in accordance with Section 22.3.5 of the Technical Provisions.	B	14 days	2	Tier 1
65	Operations and Maintenance	Asset Condition	Achieve a mean Asset Condition Score of 3.5 or more for any Element Category in any quarterly audit as described in Section 19 of the Technical Provisions: a) For each Element Category with a mean Asset Condition Score of less than 3.5 and greater than 2.	C	None	6	Tier 1
66	Operations and Maintenance	Asset Condition	Achieve a mean Asset Condition Score of 3.5 or more for any Element Category in any quarterly audit as described in Section 19 of the Technical Provisions: b) For each Element Category with a mean Asset Condition Score of 2 or less and greater than 1.	C	None	9	Tier 1
67	Operations and Maintenance	Asset Condition	Achieve a mean Asset Condition Score of 3.5 or more for any Element Category in any quarterly audit as described in Section 19 of the Technical Provisions: c) For each Element Category with a mean Asset Condition Score of 1 or less.	C	None	12	Tier 1
68	Operations and Maintenance	Asset Condition	Achieve a mean Asset Condition Score of 2.5 or more for any Element Category as described in Section 19.6.6 of the Technical Provisions: c) For each Element Category with a mean Asset Condition Score of 2 or less.	C	None	6	Tier 1
69	Operations and Maintenance	Asset Condition	Achieve a mean Asset Condition Score of 2.5 or more for any Element Category as described in Section 19.6.6 of the Technical Provisions: c) For each Element Category with a mean Asset Condition Score of 1 or less.	C	None	9	Tier 1
70	Operations and Maintenance	Asset Condition	Achieve an Asset Condition Score of 3 or more in any quarterly audit as described in Section 19 of the Technical Provisions: a) For each Asset Condition Score of 2.	C	None	6	Tier 1
71	Operations	Asset	Achieve an Asset Condition Score of 3 or more in any	C	None	9	Tier 1

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
	and Maintenance	Condition	quarterly audit as described in Section 19 of the Technical Provisions: b) For each Asset Condition Score of 1.				
72	Operations and Maintenance	Asset Condition	Achieve an Asset Condition Score of 2 or more as described in Section 19.6.6 of the Technical Provisions.	C	None	6	Tier 1
73	Operations and Maintenance	Category 1 Defect	Address a Category 1 defect within the time period shown in Table 19-2 (Performance and Measurement Table).	B	Stated in column entitled "Response to defects" in Perfor-mance and Measure-ment Table	3	Tier 1
74	Operations and Maintenance	Category 2 Defect	Address a Category 2 defect within the time period shown in Table 19-2 (Performance and Measurement Table).	B	Stated in column entitled "Response to defects" in Perfor-mance and Measure-ment Table	1	Tier 1
75	Operations and Maintenance	Handback Requirements Reserve	Establish and fund the Handback Requirements Reserve when required and provide appropriate account information in accordance with Section 8.11 or Exhibit 12 of the Agreement.	B	30 Days	2	Tier 2
76	Operations and Maintenance	Incident Management Plan	Comply with the requirements in respect of the Incident Management Plan as required by Section 8.9.2.4 of the Agreement, or 22.3.5 of the Technical Provisions where the failure impacts or has potential to impact on the level of service provided to Users or TxDOT's ability to meet its obligation.	B	7 Days	4	Tier 1
77	Operations and Maintenance	Lane Closures	Comply with Section 18.3.1.1.2 of the Technical Provisions.	B	1 Day	3	Tier 1
78	Operations	Maintenance	Coordinate with TxDOT to achieve a smooth transition of	B	4 days	3	Tier 1

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
	and Maintenance	Management	maintenance activities from TxDOT in accordance with Section 19 of the Technical Provisions.				
79	Operations and Maintenance	Maintenance Management Plan	Comply with the requirements in respect of the Maintenance Management Plan as required by Section 19.2 of the Technical Provisions except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	2	Tier 1
80	Design and Construction	Meetings	Conduct progress meetings with TxDOT at least once a month or other requested meetings during the course of design and construction in accordance with Section 7.11.3 of the Agreement; or at TxDOT's request conduct regular quarterly meetings or otherwise meet with TxDOT in accordance with Section 8.4.4 of the Agreement.	A	7 Days	1	Tier 2
81	Operations and Maintenance	Operations Management Plan	Comply with the requirements in respect of the Operations Management Plan as required by Section 22.2 of the Technical Provisions where the failure impacts or has potential to impact on the level of service provided to Users or TxDOT's ability to meet its obligation, except where provided elsewhere in this Attachment 1 to Exhibit 18.	B	7 Days	3	Tier 2
82	Operations and Maintenance	Patrolling	Conduct patrols in accordance with Section 22.3.3 of the Technical provisions.	C	None	5	Tier 2
83	Operations and Maintenance	Record keeping	Create an O&M Record in accordance with Section 19.2 of the Technical Provisions.	A	2 Days	1	Tier 1
84	Operations and Maintenance	Record keeping	Provide information updates to the Maintenance Management Information System in accordance with Section 2.1.2 or 19.2 of the Technical Provisions.	A	2 Days	1	Tier 1
85	Operations and Maintenance	Safety	Implement and perform safety and compliance work in accordance with Section 12.4.2 of the Agreement.	B	3 Days	2	Tier 1
86	Operations and Maintenance	Technology Enhancements	Make technology enhancements as and when necessary in accordance with Section 12.1.3 of the Agreement.	A	30 Days	2	Tier 1

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
87	Operations and Maintenance	Traffic Control Plans	Submit a Traffic Control Plan to TxDOT 10 days before its planned implementation as required by Section 18.3.1 of the Technical Provisions.	B	1 Day	1	Tier 2
88	Operations and Maintenance	Traffic Control Plans	Implement traffic control measures in a manner consistent with a Traffic Control Plan as required by Section 18.3.1 of the Technical Provisions.	B	1 Day	3	Tier 2
89	Operations and Maintenance	Traffic Management Plan	Comply with the Traffic Management Plan as required by Section 18.2 of the Technical Provisions where the failure impacts or has the potential to impact on the level of service provided to Users or TxDOT's ability to meet its obligations.	B	1 Day	3	Tier 1
90	Operations and Maintenance	Updated Standards	Submit a proposed schedule for completing the new improvements, all in accordance with the requirements of Section 8.1.2.4 of the Agreement.	B	14 days	1	Tier 1
91	Operations and Maintenance	Updated Standards	Complete construction and installation of the new improvements all in accordance with the requirements of Section 8.1.2.4 of the Agreement.	B	30 Days	1	Tier 1
92	Tolling	Managed Lanes Speed	Maintain the average of Average Speeds at or above 50 miles per hour in the Managed Lanes for each Toll Segment and for every consecutive 15 minute period, beginning at the top of the hour, in accordance with Exhibit 4, Section G of the Agreement; such that for each 15 minute period the average of Average Speeds is less than 35 miles per hour.	C	None	3	Tier 1
93	Tolling	Managed Lanes Speed	Maintain the average of Average Speeds at or above 50 miles per hour in the Managed Lanes for each Toll Segment and for every consecutive 15 minute period, beginning at the top of the hour, in accordance with Exhibit 4, Section G of the Agreement; such that for each 15 minute period the average of Average Speeds is greater than or equal to 35 miles per hour and less than 40 miles per hour.	C	None	2	Tier 1
94	Tolling	Managed Lanes Speed	Maintain the average of Average Speeds at or above 50 miles per hour in the Managed Lanes for each Toll Segment and for every consecutive 15 minute period, beginning at the top of the hour, in accordance with Exhibit 4, Section G of the	C	None	1	Tier 2

Ref	Main Heading	Subheading	Failure to:	Assess-ment Category	Cure Period	Number of Points	Tier Group
			Agreement; such that for each 15 minute period the average of Average Speeds is greater than or equal to 40 miles per hour and less than 45 miles per hour.				
95	Tolling	Managed Lanes Speed	Maintain the average of Average Speeds at or above 50 miles per hour in the Managed Lanes for each Toll Segment and for every consecutive 15 minute period, beginning at the top of the hour, in accordance with Exhibit 4, Section G of the Agreement; such that for each 15 minute period the average of Average Speeds is greater than or equal to 45 miles per hour and less than 50 miles per hour.	C	None	1	Tier 3