

# Special Specification 6112

## Performance Based High Occupancy Vehicle Lane Operations and Maintenance



### 1. DESCRIPTION

Provide for the complete daily operation of the high occupancy vehicle (HOV) lanes in the Dallas/Fort Worth Area. This includes, but is not limited to, daily opening and closing of the lanes, emergency event opening and closing of the lanes, special event opening and closing of the lanes, ensuring the lane is clear prior to opening the lanes, driving the lanes during operating hours to monitor for debris and stranded vehicles and maintenance of the HOV lanes including all traffic control channelizing devices, Type III barricades, barrier gates, and all debris removal. The HOV lane corridors will include the following:

- I-30 (ERLT) from near Ervay Street to near Northwest Drive (Approximately 11.1 mi.)

An HOV lane corridor refers to the limits of the HOV lane (listed above) and includes all access related to the HOV lanes and all approach and departure access to the HOV lanes.

### 2. DEFINITIONS

The following definitions will be referenced in this document.

- 2.1. **SOP.** Standard Operating Procedures.
- 2.2. **DalTrans.** Dallas Traffic Management Center (TMC).
- 2.3. **Incident.** A non-recurring event that either interrupts or overwhelms transportation operations.
- 2.4. **BTM.** Barrier Transfer Machine.
- 2.5. **CBD.** Central Business District.

### 3. GENERAL

It is the Contractor's responsibility to ensure that they are completely aware of the traditional functions of the operations of the HOV lanes and the maintenance performed for the HOV lanes.

- 3.1. **Limits.** During the morning operating period, traffic flows in the westbound direction on the HOV lane (from Northwest Drive towards the CBD) and in the afternoon, traffic flows eastbound on the HOV lane (from CBD towards Northwest Drive). The HOV lane is set up and taken down by the deployment of movable barriers using the BTMs. Intermediate access to and egress from the HOV lane is in the vicinity of Northwest Drive, Jim Miller Road, Dolphin Road, and CBD during the morning and afternoon operating periods.
- 3.2. **Operation Hours.** Hours of operation are 6 a.m. to 10 a.m. in the westbound direction and 3:30 p.m. to 7 p.m. in the eastbound direction between the limits of Northwest Drive and CBD Monday through Friday.

### 4. DEPARTMENT STANDARDS

Unless otherwise approved, work performed and materials used under this Contract will conform to the latest version of all applicable Department manuals, standards, specifications, statewide special specifications and

special provisions, policies and procedures and their addenda. These include, but are not limited to, the following, which are available online:

- Maintenance Management Manual
- Standard Operating Procedures (SOP) Manuals for each HOV lane facility
- Departmental Traffic Control Standard Sheets
- Texas Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges; 2014 and applicable Special Provisions and Special Specifications
- Texas Manual on Uniform Traffic Control Devices for Streets and Highways (TMUTCD)
- Material Producer List
- Departmental Material Specifications
- Maintenance Operations Manual
- TxDOT - Dallas District Standard Operating Procedure No. 81 – 05

## **5. COORDINATION**

Ensure that proper coordination exists with other Contractors, cities, counties, state and local law enforcement, utilities, fire departments, medical facilities and other state and federal agencies, etc. This includes, but is not limited to, Contractor ensuring communication systems, procedures and technology meet the Department's and DalTrans specifications.

## **6. HIGHWAY MAIN LANE CLOSURES**

Main lane closures will not be allowed without approval of the Engineer. Work requiring main lane closures must be coordinated with the Engineer. All main lane closures must have an engineer-sealed traffic control plan and must be provided to the Engineer 24 hr. in advance. The Contractor must follow the TxDOT - Dallas District Standard Operating Procedure No. 81-05 titled "Planned Construction/Maintenance/3rd Party Freeway Lane Closures".

## **7. MAINTENANCE WORK SCHEDULES AND PLANS**

Contractor must submit a weekly maintenance work plan for approval by the Engineer no later than 12:00 p.m. the Friday prior to the scheduled week the work is to be performed. This work plan and schedule must include all scheduled work in the time period stated and must be on a form as approved by the Engineer. No maintenance will be performed during any HOV lane normal daily operational hours, emergency operational hours, special event operational hours or any other time that the HOV lane is operational to traffic.

## **8. COMPLAINTS AND SERVICE REQUESTS**

Report monthly, on a format approved by the Engineer, information on any complaints or service requests received from the public, cities, counties, etc., from the previous month. Any legislative contact will be immediately directed to the Director of Operations for response. This information will include, as a minimum, the following:

- date and time of the complaint,
- location of the problem,
- nature of the complaint,
- name of the complainant,
- available contact information of complainant, and
- date, time, and action taken to address the complaint.

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## 9. MATERIALS AND STORAGE

Furnish all materials necessary to complete the work unless otherwise noted. Furnish the Engineer with documentation indicating material compliance with Department specifications.

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## 10. LICENSE AND EXPERIENCE REQUIREMENTS

Possess the appropriate qualifications and licenses. Provide the Department with documentation of licenses prior to the beginning of work. All Contractor or subcontractor personnel must be appropriately licensed for specialized work. At a minimum, personnel must be licensed as a Traffic Control Technician (TCT), have completed flagger training and have completed the North Central Texas Council of Government (NCTCOG) Freeway Incident Management: First Responder and Manager's Course.

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## 11. EQUIPMENT

Furnish all equipment, tools and machinery necessary for the proper execution of the work. All equipment must be in good operating condition. Periodic checks must be made to ensure that the equipment is operating as intended. Properly equipped Contractor vehicles to be used in the performance of all work must consist of the proper number of full sized pickup truck vehicles equipped with safety devices and markings including roof mounted vehicle light bar with arrow capability, safety chevrons on tailgate and other equipment as described in the HOV lane SOP manuals. Vehicles must be marked to identify the Contractor. Sponsorships for vehicles are acceptable as approved. Vehicle appearance including color, decals and all markings to be submitted and approved.

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## 12. SCOPE OF WORK

Perform all work required to operate and maintain the HOV lanes on the highway and appurtenances excluding only those items of work listed in Section 12.1, "Items Excluded from the Contract". This includes all maintenance required to ensure the highway system is kept in its designed and constructed or updated condition. Repair any damage caused by the Contractor at no additional cost to the Department.

- 12.1. **Items Excluded from the Contract.** Maintenance of any of the following HOV lane items: small and large signing, illumination, fixed pylons, thermoplastic pavement markings and reflective pavement markers, intelligent transportation systems including changeable dynamic message signs, static signs with flasher operation, unless otherwise shown on the plans, are excluded from the Contract.
- 12.2. **Traffic Control Plans.** Perform work in conformance with the TMUTCD and the Traffic Control Standard Sheets.
- 12.3. **Performance Standards.** Listed below are performance standards, which will be utilized to schedule work. The safety of the traveling public is of the utmost importance and will take priority over any other work. Work will be scheduled as soon as possible. Time based performance standards will be defined by the clock time at DalTrans unless otherwise directed. Performance standards and pay levels will be based on the HOV lane corridor as being active or in "operational status" (meaning the corridor has routine operations (daily operations) of an HOV lane, as described in Section 12.4). The Department will inspect, verify, and evaluate the work performed by the Contractor.
- 12.3.1. **Operations.**
- 12.3.1.1. **Routine Operations (Daily Operations),** Includes daily open and close procedures on all active and operating HOV lanes as required unless otherwise noted by the Engineer.
- 12.3.1.1.1. **Daily Opening of the HOV Lanes.** Contractor must perform the daily opening of each HOV lane based on the sequence of procedures provided in the HOV lane SOP manual for each respective facility.

The HOV lane daily opening procedures includes at a minimum:

- removal of any debris from the HOV lane right of way,
- proper placement of vertical panels or cones,
- proper manual gate positioning,
- proper vehicle arresting barrier activation and de-activation, where applicable,
- proper Type III barricade positioning, where applicable, and
- proper placement of barrier wall.

Daily opening times for each HOV lane must occur at the following scheduled times, unless otherwise noted by the Engineer:

- I-30 (ERLT) - Westbound 6:00 a.m. / Eastbound 3:30 p.m.

- 12.3.1.1.2. **Daily Closing of the HOV Lanes.** Contractor must perform the daily closing of each HOV lane based on the sequence of procedures provided in the HOV lane SOP manual for each respective facility.

The HOV lane daily closing procedures includes at a minimum:

- removal of any debris from the HOV lane right of way,
- proper placement of vertical panels or cones,
- proper manual gate positioning,
- proper vehicle arresting barrier activation and de-activation, where applicable, and
- proper Type III barricade positioning, where applicable.

Daily closing times for each HOV lane must occur at the following scheduled times, unless otherwise noted by the Engineer:

- I-30 (ERLT) - Westbound 10:00 a.m. / Eastbound 7:00 p.m.

- 12.3.1.2. **Non-Routine Operations.** Include emergency and special event operations on IH-30 (ERLT) HOV lanes as required that are not performed as routine operations of daily open and close procedures, unless otherwise directed. These non-routine operations are considered a full closure or opening of a major section of the HOV lane. Contractor notification of non-routine operations will be provided by the Engineer.

- 12.3.1.2.1. **Emergency Event Opening of the HOV Lanes.** Upon notification by the Engineer, Contractor must perform emergency opening of HOV lane based on the sequence used for daily opening procedures provided in the HOV lane SOP manual for the facility unless otherwise directed. The emergency event opening must be restored to the proper operating period as directed. Emergency event opening will be included as part of this specification. The Contractor should estimate 6 emergency events per year.

The HOV lane emergency opening procedures includes at a minimum:

- removal of any debris from the HOV lane right of way,
- proper placement of vertical panels or cones,
- proper manual gate positioning,
- proper vehicle arresting barrier activation and de-activation, where applicable, and
- proper Type III barricade positioning, where applicable.

- 12.3.1.2.2. **Emergency Event Closing of the HOV Lanes.** Upon notification by the Engineer, Contractor must perform emergency closing of HOV lane based on the sequence used for daily closing procedures provided in the HOV lane SOP manual for the facility unless otherwise directed. The emergency event closing must be restored to the proper operating period as directed. Emergency event closing will be included as part of this specification. The Contractor should estimate 6 emergency events per year.

The HOV lane emergency closing procedures includes at a minimum:

- removal of any debris from the HOV lane right of way,

- proper placement of vertical panels or cones,
- proper manual gate positioning,
- proper vehicle arresting barrier activation and de-activation, where applicable, and
- proper Type III barricade positioning, where applicable.

12.3.1.2.3. **Special Event Opening of the HOV Lanes.** Upon notification by the Engineer, Contractor must perform special event opening of HOV lane based on the sequence used for daily opening procedures provided in the HOV lane SOP manual for the facility unless otherwise directed. Special event opening of the HOV lane must be included as part of this specification. The Contractor should estimate 2 special events per year.

The HOV lane special event opening procedures includes at a minimum:

- removal of any debris from the HOV lane right of way,
- proper placement of vertical panels or cones,
- proper manual gate positioning,
- proper vehicle arresting barrier activation and de-activation, where applicable, and
- proper Type III barricade positioning, where applicable.

12.3.1.2.4. **Special Event Closing of the HOV Lanes.** Upon notification by the Engineer, Contractor must perform special event closing of HOV lane based on the sequence used for daily closing procedures provided in the HOV lane SOP manual for each respective facility unless otherwise directed. Special event closing of the HOV lane must be included as part of this specification. The Contractor should estimate 2 special events per year.

The HOV lane special event closing procedures includes at a minimum:

- removal of any debris from the HOV lane right of way,
- proper placement of vertical panels or cones,
- proper manual gate positioning,
- proper vehicle arresting barrier activation and de-activation, where applicable, and
- proper Type III barricade positioning, where applicable.

12.3.2. **Maintenance.**

12.3.2.1. **Routine Maintenance.** Includes routine maintenance of all HOV lane related safety devices, channelizing devices and repairs as required.

12.3.2.1.1. **Safety Devices.** Safety devices include all related manual gates, and vehicle arresting barriers (dragnets) that are used to operate an HOV lane.

While performing any HOV lane SOP sequence for opening and closing procedures, Contractor must visually inspect all manual gates and vehicle arresting barriers (dragnets) for proper operation and repair immediately upon the finding of any malfunction, damage, or missing safety device.

Contractor must perform any repairs needed, outside of any HOV lane operating hours.

Contractor must clean and grease manual gates, every October and April of each calendar year per work plan submitted to the Engineer.

Contractor must perform all other routine maintenance according to each device specifications.

12.3.2.1.2. **Channelizing Devices.** Channelizing devices are any vertical panel, cone, Type III barricade, or other channelizing device used on the HOV lane.

While performing any HOV lane SOP sequence for opening and closing procedures, Contractor must visually inspect all vertical panels, cones and Type III barricades related to the HOV lane for proper operation and repair immediately upon the finding of any malfunction, damage, or missing channelizing device.

Contractor must perform any repair as needed outside of any HOV lane operating hours.

Contractor must clean vertical panels, cones and Type III barricades every 3 months or as needed to maintain retroreflectivity as specified in the following:

- a minimum in-service value for white of 100 cd/lx/sq.m. for an observation angle of 0.2° and an entrance angle of -4.0°, and
- a minimum in-service value for red and orange of 40 cd/lx/sq.m. for an observation angle of 0.2° and an entrance angle of -4.0°.

Contractor must perform all other routine maintenance according to each device specifications.

12.3.2.2. **Non-routine Maintenance.** Includes all other non-routine “emergency” maintenance of all HOV lane related safety devices, longitudinal gates, channelizing devices and emergency debris removal as required.

12.3.2.2.1. **Non-routine Maintenance of Safety Devices.** All safety devices including manual gates, and vehicle arresting barriers (dragnets), all longitudinal gates, and all channelizing devices including all vertical panels, cones, Type III barricades, or other channelizing devices that are used to operate an HOV lane.

Contractor must repair or replace any malfunctioning, damaged or missing safety device needed for proper operation of an HOV lane as required, as authorized by the Engineer or immediately upon notification by the Engineer.

12.3.2.2.2. **Non-routine Maintenance of Channelizing Devices.** All channelizing devices including all vertical panels, cones, Type III barricades, or other channelizing devices that are used to operate an HOV lane.

Contractor must repair or replace any malfunctioning, damaged or missing channelizing device needed for proper operation of an HOV lane as required, as authorized by the Engineer or immediately upon notification by the Engineer.

12.3.2.3. **Emergency Debris Removal.** Includes the removal of any debris that is obstructing the proper operation of the HOV lane or is in the right of way of the HOV lane.

Contractor must perform emergency debris removal as required, outside of any HOV lane SOP sequence as authorized by the Engineer or immediately upon notification by the Engineer.

## 13. SUBCONTRACTORS

Prior to any subcontractors performing any work on the project, a request for approval of subcontractor must be submitted and approved. A copy of the executed subcontract agreement with all the provisions required under the Contractor’s assurance must be provided for all DBE subcontractors and at least 1 non-DBE subcontractor.

## 14. CONTRACTORS PERFORMANCE FOR OPERATIONS

The pay level to the Contractor will be based on the performance levels attained for the key performance measures as described in Section 14.1.

Table 1. Daily Operations Pay Level

PERFORMANCE MEASURE	PERFORMANCE LEVEL	NUMBER OF DEFICIENCIES ALLOWED	PERFORMANCE PAY LEVEL
<b>MAJOR DEFICIENCIES</b>	ACCEPTABLE	0	100%
	UNACCEPTABLE 1	1	95%
	UNACCEPTABLE 2	2	85%
	UNACCEPTABLE 3	3	70%
	UNACCEPTABLE 4	4	50%
	UNACCEPTABLE 5	5+	0%
<b>MINOR DEFICIENCIES</b>	ACCEPTABLE	0	100%
	UNACCEPTABLE 1	1	95%
	UNACCEPTABLE 2	2	90%
	UNACCEPTABLE 3	3	85%
	UNACCEPTABLE 4	4	75%
	UNACCEPTABLE 5	5+	50%

14.1. **Deficiencies.**

14.1.1. **Major Deficiencies.**

- not opening gates,
- not properly securing gates,
- unsafe operation (i.e. traveling the wrong direction in the HOV Lane),
- not opening facility on time (within 5 min. of allotted window), and
- not placing proper safety or channelizing devices where needed.

14.1.2. **Minor Deficiencies.**

- not calling in on time as specified in SOP,
- not calling at all,
- not calling to verify signs have been changed, and
- not replacing safety or channelizing devices within 48 hr. of being notified.

The daily operations pay level will be calculated on a monthly basis. DalTrans operators will use closed circuit television (CCTV) and communications with the Contractor to verify performance measure open and close times and record on the Daily Operations Monthly Verification form.

<b>Daily Operations Pay Level Calculation</b>			
<b>Daily Operations Pay Level</b>	=	<b>Major Deficiency</b>	X <b>Minor Deficiency</b>

**15. CONTRACTORS PERFORMANCE FOR MAINTENANCE**

15.1. **Routine Maintenance of Channelizing Devices.** Routine maintenance of channelizing devices involves the maintaining of all HOV lane related channelizing devices as described in Section 12.6. Table 2 provides a historical perspective of the number of channelizing devices for the HOV lane corridor as inventoried in

January 2014. It is the Contractor's responsibility to know the exact number and type of safety devices that will need to be maintained for the corridor and confirmed with the Engineer.

**Table 2. Channelizing Device Inventory by HOV Lane Corridor**

CORRIDOR	EQUIPMENT DEVICE	QUANTITY
I-30 (ERLT)	VERTICAL PANELS	280

\* Inventory performed in January 2014

The pay level will be based on the performance measure and the corresponding performance level which is based on the number of deficient occurrences (defects) allowed for each submitted work plan. A defect is defined as an occurrence where a routine maintenance of channelizing devices is not performed as stated in the submitted work plan as described in Section 12.6.

- 15.2. **Non-routine Maintenance of Devices.** Non-routine maintenance of devices involves any other maintenance (not including routine maintenance of safety devices or routine maintenance of longitudinal gates or routine maintenance of channelizing devices) needed to repair or replace any malfunctioning, damaged or missing safety device, longitudinal gate or channelizing device as needed for proper operation of the HOV lane and immediately upon notification by the Engineer (e.g. notification of damaged gate on the I-30 (ERLT) HOV lane at 7:00 p.m. on a Sunday).

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## 16. MEASUREMENT

This Item will be measured by the "Lump Sum" for the 4 yr. Contract period, as referenced in Table 3, 4 Yr. Bid Information, found in the Appendix and as used in the bidding procedure.

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## 17. CONTRACTOR PAYMENT FOR ROUTINE OPERATIONS (DAILY OPERATIONS) PERFORMED

- 17.1. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for in partial payments in accordance with the 4 Yr. Payment Schedule, in Table 3.

This price will be performance based compensation for this work and for furnishing all labor, equipment, materials, fuel, tools, disposal of removed materials and incidentals necessary to complete the work for the Contract period and based on the following payment schedule.

Non-Routine Operations, Routine and Non-Routine Maintenance will not be paid for directly but will be considered subsidiary to the overall items in the Contract.

**Table 3. 4 Yr. Payment Schedule**

MONTH	PAYMENT SCHEDULE PERCENT	CUMULATIVE PAYMENT PERCENT	CUMULATIVE TIME PERCENT
1	2.08	2.08	2.08
2	2.08	4.17	4.17
3	2.08	6.25	6.25
4	2.08	8.33	8.33
5	2.08	10.42	10.42
6	2.08	12.50	12.50
7	2.08	14.58	14.58
25	2.08	52.08	52.08
26	2.08	54.17	54.17
27	2.08	56.25	56.25
28	2.08	58.33	58.33
29	2.08	60.42	60.42
30	2.08	62.50	62.50
31	2.08	64.58	64.58



8	2.08	16.67	16.67	32	2.08	66.67	66.67
9	2.08	18.75	18.75	33	2.08	68.75	68.75
10	2.08	20.83	20.83	34	2.08	70.83	70.83
11	2.08	22.92	22.92	35	2.08	72.92	72.92
12	2.08	25.00	25.00	36	2.08	75.00	75.00
13	2.08	27.08	27.08	37	2.08	77.08	77.08
14	2.08	29.17	29.17	38	2.08	79.17	79.17
15	2.08	31.25	31.25	39	2.08	81.25	81.25
16	2.08	33.33	33.33	40	2.08	83.33	83.33
17	2.08	35.42	35.42	41	2.08	85.42	85.42
18	2.08	37.50	37.50	42	2.08	87.50	87.50
19	2.08	39.58	39.58	43	2.08	89.58	89.58
20	2.08	41.67	41.67	44	2.08	91.67	91.67
21	2.08	43.75	43.75	45	2.08	93.75	93.75
22	2.08	45.83	45.83	46	2.08	95.83	95.83
23	2.08	47.92	47.92	47	2.08	97.92	97.92
24	2.08	50.00	50.00	48	2.08	100.00	100.00

- 17.2. **Payment Schedule for Routine Operations (Daily Operations).** A monthly payment will be made by multiplying the "Lump Sum" bid for Routine Operations (Daily Operations) of the HOV lane corridor for each month, times the pay level attained from Table 1 as indicated above under "Contractor Performance" in the month, times the payment schedule percent from Table 3 for the month.

## 18. CONTRACT EXTENSION

If agreed upon in writing by both parties to the Contract, the Contract may be extended at 2 yr. increments for a total of 4 additional years. The Department may permit a price increase or decrease when correlated with the price index specified. Unless otherwise indicated, the price index will be the specified index as published by the Bureau of Labor Statistics, Washington, D.C. 20212. The baseline index will be the index announced for the month in which the bids opened. Prices may be adjusted for each renewal period in accordance with changes in index.

The allowable percent change will be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change will be rounded to the nearest one-hundredth of 1% and will be the maximum price adjustment permitted, except that the Contractor may offer price decreases in excess of the allowable percent change. Price increases for the first and second extension periods will be based on the CPI-W.

Either party to this Contract may request a revised pay schedule for the Contract extension, and if executed by change order, will replace the following:

### 18.1. 1st Two-year Renewal.

- 18.1.1. **Payment Schedule.** The payment schedule will follow the same procedures as outlined and described in Sections 16 - 17 except for replacing Table 3, Payment Schedule with Table 4, 1st Renewal Payment Schedule and utilizing Table 4.

Table 4. 1<sup>st</sup> Renewal Payment Schedule

MONTH	PAYMENT SCHEDULE PERCENT	CUMULATIVE PAYMENT PERCENT	CUMULATIVE TIME PERCENT
49	4.17	4.17	4.17
50	4.17	8.33	8.33
51	4.17	12.50	12.50
52	4.17	16.67	16.67
53	4.17	20.83	20.83
54	4.17	25.00	25.00
55	4.17	29.17	29.17
56	4.17	33.33	33.33
57	4.17	37.50	37.50
58	4.17	41.67	41.67
59	4.17	45.83	45.83
60	4.17	50.00	50.00

MONTH	PAYMENT SCHEDULE PERCENT	CUMULATIVE PAYMENT PERCENT	CUMULATIVE TIME PERCENT
61	4.17	54.17	54.17
62	4.17	58.33	58.33
63	4.17	62.50	62.50
64	4.17	66.67	66.67
65	4.17	70.83	70.83
66	4.17	75.00	75.00
67	4.17	79.17	79.17
68	4.17	83.33	83.33
69	4.17	87.50	87.50
70	4.17	91.67	91.67
71	4.17	95.83	95.83
72	4.17	100.00	100.00

18.2. **2nd Two-year Renewal.**

**Payment Schedule.** The payment schedule will follow the same procedures as outlined and described in Sections 16 - 17 except for replacing Table 4, Payment Schedule with Table 5, 2<sup>nd</sup> Renewal Payment Schedule and utilizing Table 5.

Table 5. 1<sup>st</sup> Renewal Payment Schedule

MONTH	PAYMENT SCHEDULE PERCENT	CUMULATIVE PAYMENT PERCENT	CUMULATIVE TIME PERCENT
73	4.17	4.17	4.17
74	4.17	8.33	8.33
75	4.17	12.50	12.50
76	4.17	16.67	16.67
77	4.17	20.83	20.83
78	4.17	25.00	25.00
79	4.17	29.17	29.17
80	4.17	33.33	33.33
81	4.17	37.50	37.50
82	4.17	41.67	41.67
83	4.17	45.83	45.83
84	4.17	50.00	50.00

MONTH	PAYMENT SCHEDULE PERCENT	CUMULATIVE PAYMENT PERCENT	CUMULATIVE TIME PERCENT
85	4.17	54.17	54.17
86	4.17	58.33	58.33
87	4.17	62.50	62.50
88	4.17	66.67	66.67
89	4.17	70.83	70.83
90	4.17	75.00	75.00
91	4.17	79.17	79.17
92	4.17	83.33	83.33
93	4.17	87.50	87.50
94	4.17	91.67	91.67
95	4.17	95.83	95.83
96	4.17	100.00	100.00

**19. CONTRACT TERMINATION**

The Department may issue a 10 day warning letter at any time Contractor has 3 defects, major or minor, during any given month, to assist the Contractor in returning to proper performance levels.

If the performance levels do not return to an acceptable level, the Engineer may terminate this Contract if at such a time the Contractor has 3 major defects following the issuance of the 10 day warning letter, as this demonstrates a failure of the Contractor to comply with the performance standards described in this specification.