

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 Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment) 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; or

(b) The cumulative number of Noncompliance Points, cured or uncured, assessed during any consecutive 1095-day period (including any period prior to the Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment) 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 Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment, 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 Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment, or for 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 Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment, 50; and

(b) On any date occurring on or after three months after the Service Commencement Dates for both the Segment 3A Facility Segment and the Segment 3B Facility Segment, 35.

3. Liquidated Damage Amounts

3.1 For Late Service Commencement and Late Final Acceptance

(a) Liquidated damages for late Service Commencement for either the Segment 3A Facility Segment or the Segment 3B Facility Segment shall equal \$55,000 per day for each

day that the applicable Service Commencement Date is later than the applicable Service Commencement Deadline, as the applicable Service Commencement Deadline may be extended pursuant to this Agreement.

(b) Liquidated damages for late Final Acceptance for either the Segment 3A Facility Segment or the Segment 3B Facility Segment shall equal \$13,000 per day for each day that the applicable date of Final Acceptance is later than the applicable Final Acceptance Deadline as the applicable Final Acceptance Deadline may be extended pursuant to this Agreement.

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) Lane Rental Charges shall be assessed in respect of the Segment 3A Facility Segment and the Segment 3B Facility Segment for any period between the applicable 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 except to the extent such closure or insufficient width is directly and solely attributable to TxDOT activities in connection with the TxDOT Works.

(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 applicable 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. A rolling lane closure must meet the requirements of TxDOT traffic control standard TCP(6-8)-98 or the current update. In this context a rolling lane closure is defined as a lane closure of less than 15 minutes during Period D described below in Table 3.4-1 provided that the lanes are reopened such that queued traffic is dispersed. The rolling lane closure time starts once the Developer occupies the General Purpose Lanes of the rolling lane closure and ends once the queued traffic on those General Purpose Lanes 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				
	Period A1	Period A2	Period B	Period C	Period D
	Weekday AM Peak Hours	Weekday PM Peak Hours	Weekday Off-Peak Hours	Weekend Peak Hours	Night Time Hours
Section 1 Northbound: IH 30 to SH 183 (Does not include SH 183 bridge)					
1	\$100	\$4,100	\$3,200	\$300	\$0
2	\$20,800	\$40,300	\$43,400	\$19,400	\$0
3	\$70,000	\$150,000	\$150,000	\$70,000	\$1,700
Section 1 Southbound: IH 30 to SH 183 (Does not include SH 183 bridge)					
1	\$52,800	\$42,000	\$41,000	\$31,200	\$0
2	\$84,400	\$79,700	\$72,400	\$51,300	\$0
3	\$180,000	\$165,000	\$150,000	\$105,000	\$1,100
Section 2 Northbound: SH 183 to IH 820 (Includes SH 183 bridge)					
1	\$24,300	\$82,100	\$50,000	\$39,400	\$0
2	\$70,000	\$140,000	\$105,000	\$80,000	\$1,700
Section 2 Southbound: SH 183 to IH 820 (Includes SH 183 bridge)					
1	\$56,700	\$40,600	\$37,800	\$18,300	\$0
2	\$110,000	\$95,000	\$90,000	\$35,000	\$1,100

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

- (i) Period A1: Refer to definition of “Weekday AM Peak Hours” provided in Exhibit 1 of the Agreement
- (ii) Period A2: Refer to definition of “Weekday PM Peak Hours” provided in Exhibit 1 of the Agreement

- (iii) Period B: Refer to definition of “Weekday Off-Peak Hours” provided in Exhibit 1 of the Agreement
 - (iv) Period C: Refer to definition of “Weekend Peak Hours” provided in Exhibit 1 of the Agreement
 - (v) Period D: Refer to definition of “Night Time Hours” provided in Exhibit 1 of the Agreement
- (e) Developer shall be required to pay to TxDOT:
- (i) All Lane Rental Charges assessed during Period A1, Period A2 and Period B, if any;
 - (ii) The portion of the cumulative Lane Rental Charges up to the latter Service Commencement Date assessed during Period C, if any, that exceed \$8.5 million; and
 - (iii) The portion of the cumulative Lane Rental Charges up to the latter Service Commencement Date assessed during Period D, if any, that exceed \$1.0 million.

Table 3.4-2: Excused Amount of Lane Rental Charges

Scope of Work Element	Period A1	Period A2	Period B	Period C	Period D	Cumulative Total
	Weekday AM Peak Hours	Weekday PM Peak Hours	Weekday Off-Peak Hours	Weekend Peak Hours	Night Time Hours	
Mandatory Scope	\$0	\$0	\$0	\$8.5M	\$1.0M	\$9.5M

3.5 Adjustments

Each of the foregoing amounts of liquidated damages set forth in this Section 3 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 <u>Section 18.2.2.2</u> 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 <u>Section 18.3.1.6</u> 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 <u>Section 18.2.2.3</u> of the Agreement.	Noncompliance Points shall first be assessed on the date of the initial notification under <u>Section 18.2</u> 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 <u>Section 18.3.1.7</u> of the Agreement.
C	No cure period applicable.	Noncompliance Points shall be assessed on the date of the initial notification under <u>Section 18.2</u> of the Agreement, as described in <u>Section 18.3.1.8</u> of the Agreement.

List of Noncompliance Items, Assessment Categories and Cure Periods

Ref	Main Heading	Subheading	Failure to:	Assessment 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, Section 9.3.2.4 or Section 9.3.3.3 of the Agreement with respect to cooperation with, and access for, TxDOT's Authorized Representative(s); and/or FHWA representatives; and/or the 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
10	Financial	Reports	Deliver to TxDOT an audit and opinion or update thereof, obtained from the independent model set forth in Exhibit 2 to the Agreement, 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 Management	Contractors	Cause each of its Contractors (other than NTTA) at every level to comply with the applicable requirements of the approved Facility Management Plan in accordance with Section 9.1.7 of the Agreement.	B	7 Days	1	Tier 2
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, a transmission 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 with Section 7.2.2 or 9.1 of the Agreement or Section 2.2 of the Technical Provisions.	A	7 Days	2	Tier 1
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 or timetable 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 Traffic Advisories in accordance with Section 18.3.1 of the Technical Provisions.	A	1 Day	1	Tier 3
33	Environmental 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	Environmental 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	Environmental Compliance	Contravention of Environmental 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	Environmental Compliance	Environmental Approvals	Comply with Section 4.2 of the Technical Provisions.	B	7 Days	5	Tier 1
37	Environmental 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	Environmental Compliance	Noise	Comply with Section 4.3.2 of the Technical Provisions with respect to noise.	B	1 Hour	1	Tier 1
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	3	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			[RESERVED]				
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

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	5	Tier 2
56	Tolling	Publicity of toll rates	Publicize and make available or otherwise provide the current or prevailing toll rate or other tolling information in accordance with Exhibit 4 of the Agreement, the Agreement, or Section 21.4 of the Technical Provisions.	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 or repetitive breach.	C	None	2	Tier 1
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	1	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	5	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	8	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	Ensure that a Pavement Condition for Element Category 1.2 shall not be less than 50 in accordance with Section 19.1.2.1 of the Technical Provisions.	C	None	6	Tier 1

69	Operations and Maintenance	Asset Condition	Ensure that the free cross-sectional area for Element Category 2.1 shall not be less than 70% in accordance with Section 19.1.2.1 of the Technical Provisions.	C	None	9	Tier 1
70	Operations and Maintenance	Asset Condition	Achieve an Asset Condition Score for an Element of 3 or more in any quarterly audit as described in Section 19 of the Technical Provisions: a) For each Element Asset Condition Score of 2.	C	None	6	Tier 1
71	Operations and Maintenance	Asset Condition	Achieve an Asset Condition Score for an Element of 3 or more in any quarterly audit as described in Section 19 of the Technical Provisions: b) For each Element Asset Condition Score of 1.	C	None	9	Tier 1
72			[RESERVED]				
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 Performance and Measurement 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 Performance and Measurement 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	1	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			[RESERVED]				
78	Operations and Maintenance	Maintenance Management	Coordinate with TxDOT to achieve a smooth transition of maintenance activities from TxDOT in accordance with Section 19 of the Technical Provisions.	B	4 days	2	Tier 1
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 and otherwise comply 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 of the Technical Provisions.	A	2 Days	1	Tier 1
84	Operations and Maintenance	Record keeping	Comply with a Maintenance Management Information System requirement or inventory requirement of a Technical Provision or the Agreement except where provided elsewhere in this Attachment 1 to Exhibit 18.	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

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 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.	C	None	1	Tier 2
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
96a	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period A (Weekday Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of the Technical Provisions, for each hour that one lane more than permitted under such Section is closed or with less than minimum width.	B	1 Hour	4	Tier 1

96b	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period A (Weekday Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of the Technical Provisions, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	9	Tier 1
96c	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period A (Weekday Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of the Technical Provisions, for each hour that three lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	16	Tier 1
96d	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period A (Weekday Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of the Technical Provisions, for each hour that four lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	31	Tier 1
97a	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period B (Weekday Off-Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2 of Technical Provisions, for each hour that one lane more than permitted under such Section is closed or with less than minimum width.	B	1 Hour	4	Tier 2

97b	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period B (Weekday Off-Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	9	Tier 2
97c	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period B (Weekday Off-Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2, for each hour that three lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	17	Tier 1
97d	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period B (Weekday Off-Peak Hours) following the applicable Service Commencement Date in accordance with Section 18.3.1.1.2, for each hour that four lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	37	Tier 1
98a	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period C (Weekend Peak Hours) following the applicable Service Commencement Date, for each hour that one lane more than permitted under such Section is closed or with less than minimum width.	B	1 Hour	2	Tier 2

98b	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period C (Weekend Peak Hours) following the applicable Service Commencement Date, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	5	Tier 1
98c	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period C (Weekend Peak Hours) following the applicable Service Commencement Date, for each hour that three lanes more than permitted under such Section are closed or with less than minimum width	B	1 Hour	10	Tier 1
98d	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period C (Weekend Peak Hours) following the applicable Service Commencement Date, for each hour that four lanes more than permitted under such Section are closed or with less than minimum width	B	1 Hour	20	Tier 1
99a	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period D (Night Time Hours) following the applicable Service Commencement Date, for each hour that one lane more than permitted under such Section is closed or with less than minimum width.	B	1 Hour	1	Tier 2
99b	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period D (Night Time Hours) following the applicable Service Commencement Date, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	1	Tier 1

99c	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period D (Night Time Hours) following the applicable Service Commencement Date, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	1	Tier 1
99d	Operations and Maintenance	Lane Closures	Maintain General Purpose Lane(s) open or with minimum width or greater during Period D (Night Time Hours) following the applicable Service Commencement Date, for each hour that two lanes more than permitted under such Section are closed or with less than minimum width.	B	1 Hour	1	Tier 1
100	Operations and Maintenance	Lane Closures	Maintain (a) crossing street Lane(s) open or with minimum width or greater during Period A (Peak Hours) following the applicable Service Commencement Date, for each hour that any lane(s) more than permitted under such Section is (are) closed or with less than minimum width.	B	1 Hour	4	Tier 1
101	Operations and Maintenance	Lane Closures	Maintain direct connectors or two consecutive ramps open in accordance with Section 18.3.1.1.2 of the Technical Provisions.	B	1 Hour	2	Tier 1
102	Operations and Maintenance	Lane Closures	Comply with the requirements of Section 18.3.1.2 or Section 18.3.1.3 of the Technical Provisions.	B	1 Hour	2	Tier 1