EXHIBIT 1

ABBREVIATIONS AND DEFINITIONS

Unless otherwise specified, wherever the following abbreviations or terms are used in the COMA Documents, they shall have the meanings set forth below:

AASHTO	American Association of State Highway and Transportation Officials
ACORD	Association for Cooperative Operations Research and Development
ALJ	Administrative Law Judge
AMRL	AASHTO Materials Reference Laboratory
ASTM	American Society of Testing and Materials
BI	Base Index
CADD	Computer Aided Drafting and Design
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CFR	Code of Federal Regulations
COMA	Comprehensive Maintenance Agreement
CPI	Consumer Price Index
CRP	Community Rehabilitation Programs
DBA	Design-Build Agreement
DRP	Dispute Resolution Procedure
ECMP	Environmental Compliance and Mitigation Plan
ENR CCI	Engineering News Record Construction Cost Index
EPD	Escrowed Proposal Documents
ETCS	Electronic Toll Collection System
FHWA	Federal Highway Administration
GAAP	Generally Accepted Accounting Principles
GET	Guardrail End Treatment
HMMP	Hazardous Materials Management Plan
HUB	Historically Underutilized Business
IRI	International Roughness Index
ISO	International Standards Organization
ITP	Instructions to Proposers
ITS	Intelligent Transportation System
IVHS	Intelligent Vehicle Highway System
MMP	Maintenance Management Plan
MP	Maintenance Price
MPH	Miles Per Hour
MS4	Municipal Separate Storm Sewer System
NAVD	North American Vertical Datum
NBIS	National Bridge Inspection Standards
NCHRP	National Cooperative Highway Research Program

NTP	Notice to Proceed
OSHA	Occupational Safety and Health Administration
PCO	Potential Change Order
PMIS	Pavement Management Information System
PUAA	Project Utility Adjustment Agreement
QC	Quality Control
QCP	Quality Control Plan
QMP	Quality Management Plan
RFP	Request for Proposals
RFQ	Request for Qualifications
ROW	Right of Way
SBE	Small Business Enterprise
SH	State Highway
TIBH	Texas Industries for the Blind and Handicapped
TMP	Traffic Management Plan
TMUTCD	Texas Manual on Uniform Traffic Control Devices
TxDOT	Texas Department of Transportation
TxMAP	Texas Maintenance Assessment Program
UAAA	Utility Adjustment Agreement Amendment
USFWS	United States Fish and Wildlife Service
VES	Violation Enforcement System

Additional Properties means any real property (which term is inclusive of all permanent estates and interests in real property), improvements and fixtures outside of the Schematic ROW, that may be acquired in connection with the Project, including (a) the DB Contractor-Designated ROW, and (b) any additional real property outside of the Schematic ROW that must be acquired due to (i) a TxDOT-Directed Change issued under the Design-Build Agreement or (ii) a Change Order resulting from a Necessary Basic Configuration Change, subject to TxDOT's reasonable determination that the property is necessary. The term "Additional Properties" shall include any air space, surface rights and subsurface rights within such additional real property area that TxDOT directs DB Contractor to acquire for the Project. The term "Additional Properties" specifically excludes: (i) Replacement Utility Property Interests and (ii) any temporary easements or other real property interests that DB Contractor may deem necessary or advisable to acquire, at its own cost and expense, for work space, contractor lay-down areas, material storage areas, borrow sites, or other convenience of DB Contractor. For purposes of clarity, "Additional Properties" excludes Replacement Utility Property Interests

Adjacent Work means any project, work, improvement or development to be planned, designed or constructed which could or does impact the Project and/or is adjacent to the Project. Examples of Adjacent Work include proposed subdivisions, other roads constructed by Governmental Entities, site grading and drainage and other development improvement plans and Utility projects.

Affiliate(s) means:

(a) any shareholder, member, partner or joint venture member of Maintenance Contractor,

(b) any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Maintenance Contractor, or any of its respective shareholders, members, partners or joint venture members; and

(c) any Person for which ten percent or more of the equity interest in such Person is held directly or indirectly, beneficially or of record by (i) Maintenance Contractor, (ii) any of the shareholders, members, partners or joint venture members of Maintenance Contractor; or (iii) any Affiliate of Maintenance Contractor under clause (b) of this definition.

For purposes of this definition the term "control" shall mean the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, family relationship or otherwise. "**Affiliated**" shall mean having the status of an Affiliate.

Asset Condition Score means the score (from one to five) assigned by Maintenance Contractor following Maintenance Contractor's Audit Inspection, which records, for each Maintenance Element, Component and overall, for all of the Auditable Sections audited in any quarter, the extent to which Maintenance Contractor has met the Baseline Condition Score thresholds for each measurement record according to the criteria set forth in Exhibit 16 to the Comprehensive Maintenance Agreement.

Auditable Section means a defined section of the Project for the purpose of audit, inspection and measurement during performance of the Maintenance Services. An Auditable Section includes all travel lanes including mainlanes, ramps and frontage roads of the roadway operating in one direction over a length of 0.1 miles in length, together with all Maintenance Elements associated with such 0.1 mile length.

Audit Inspection means a detailed inspection of the specified proportion of Auditable Sections undertaken quarterly by Maintenance Contractor as part of the Maintenance Services in accordance with Section 0240 of Exhibit 2 to the Comprehensive Maintenance Agreement to establish an Asset Condition Score for each Maintenance Element and verify compliance with the Performance Requirements.

Authority means the North Texas Tollway Authority.

Authorized Representative(s) has the meaning set forth in Section 18.5.1 of the Comprehensive Maintenance Agreement.

Base Index has the meaning set forth in Section 8.1.3.1(a) of the Comprehensive Maintenance Agreement.

Baseline Condition Score means the Asset Condition Scores determined by TxDOT as detailed in Section 0240 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Base Scope Schematic shall mean the base scope schematic plans for the Project included in the Reference Information Documents.

Business Day(s) means day(s) on which TxDOT is officially open for business.

Change in Law means:

(a) Enactment, adoption, modification, repeal or other change in any Law that occurs after the Proposal Due Date, including any change in the judicial or administrative interpretation of any Law; or

(b) Adoption of any new Law, which in each case is materially inconsistent with Laws in effect on the Proposal Due Date.

The term **"Change in Law"** excludes:

(i) Any such change in or new Law which was passed or adopted but not yet effective as of the Proposal Due Date; and

(ii) Any change in or new Law relating to Maintenance Contractor's general business operations, including licensing and registration fees, income taxes, gross receipts taxes, social security, Medicare, unemployment and other payroll-related taxes.

Change Order(s) means a written order issued by TxDOT to Maintenance Contractor delineating changes in the Maintenance Services within the general scope of the Comprehensive Maintenance Agreement Documents or in the terms and conditions of the COMA Documents in accordance with Section 10 of the Comprehensive Maintenance Agreement and establishing, if appropriate, an adjustment to the Maintenance Price or a time extension.

Chief Executive Officer of Maintenance Contractor means the chief executive officer, president or other senior officer of Maintenance Contractor, or the governing body of Maintenance Contractor in each case having authority to negotiate and resolve a Dispute with the Executive Director and bind Maintenance Contractor by his or her decision in regard to such Dispute.

Claim(s) means: (a) a demand by Maintenance Contractor, which is or potentially could be disputed by TxDOT, for a time extension under the COMA Documents or payment of money or damages from TxDOT to Maintenance Contractor or (b) a demand by TxDOT, which is or potentially could be disputed by Maintenance Contractor, for payment of money or damages from Maintenance Contractor to TxDOT.

Code means the Texas Transportation Code, including specifically Chapter 223.

Component means each of those Maintenance Element Categories listed as a "Component" in Tables 2 and 3 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Comprehensive Maintenance Agreement or **COMA** means that certain Comprehensive Maintenance Agreement executed by TxDOT and Maintenance Contractor providing for Maintenance Contractor to perform, at TxDOT's sole option, certain Maintenance Services for the Project, to which this Exhibit 1 is attached, including any and all amendments thereto.

Comprehensive Maintenance Agreement Documents or **COMA Documents** has the meaning set forth in Section 1.2.1 of the Comprehensive Maintenance Agreement.

Construction Documents means all shop drawings, working drawings, fabrication plans, material and hardware descriptions, specifications, construction quality control reports, construction quality assurance reports and samples necessary or desirable for construction of Maintenance Services under the terms of the COMA.

Cost and Schedule Proposal means Maintenance Contractor's proposal furnished to TxDOT pursuant to a Request for Change Proposal in accordance with Section 10.2.1 of the Comprehensive Maintenance Agreement.

CPI means "Consumer Price Index U.S. City Averages for all Urban Consumers, All Items" (not seasonally adjusted) as published by the U.S. Department of Labor, Bureau of Labor Statistics.

Cure Period means the applicable period given in the column entitled "Cure Period" in Exhibit 16 to the Comprehensive Maintenance Agreement.

Customer Groups has the meaning set forth in Section 3.2.4 of the Technical Provisions.

Day(s) or **day(s)** means calendar days unless otherwise expressly specified.

DB Contractor means Lane-Abrams Joint Venture, a Texas joint venture, together with its successors and assigns.

DB Contractor-Designated ROW means any permanent interest in real property (which term is inclusive of all estates and interests in real property), improvements and fixtures outside of the Schematic ROW that DB Contractor determines is necessary or advisable to be acquired for the Project and which acquisition is approved by TxDOT to be acquired at DB Contractor's cost and expense. The term specifically includes any easements required for drainage for the Project. The term specifically includes any air space, surface rights and subsurface rights within the DB Contractor-Designated ROW. The term specifically excludes the Replacement Utility Property Interests, any temporary easements or other temporary real property interests that DB Contractor may deem necessary or advisable to acquire, at its own cost and expense, for excessive work space, contractor lay-down areas, material storage areas, or other convenience of DB Contractor.

DB Contractor Event of Default means Event of Default defined under the DBA.

DB Contractor-Related Entity(ies) means (a) DB Contractor, (b) DB Contractor's shareholders, partners, joint venturers and/or members, (c) Subcontractors to the DB Contractor (including Suppliers), (d) any other Persons performing any of the Maintenance Services, (e) any other Persons for whom DB Contractor may be legally or contractually responsible, and (f) the employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing.

DBA Documents has the meaning set forth in Section 1.2 of the Design-Build Agreement.

Defect means, in connection with the Maintenance Services, a deficiency in a Maintenance Element, whether by design, construction, materials, installation, repair, rehabilitation, reconstruction, operation, damage or wear, affecting the condition, use, functionality or operation of any Maintenance Element, which would cause or have the potential to cause one or more of the following:

(a) A hazard, nuisance or other risk to public or worker health or safety, including the health and safety of Users of the Project;

(b) A structural deterioration of the affected Maintenance Element or any other part of the Project affected by it;

(c) Damage to the property or equipment of TxDOT or a third party;

(d) Damage to the environment; or

(e) Failure of the Maintenance Element to meet a Performance Requirement set forth in the column headed "Breach or Failure to Meet Minimum Performance Requirement" in Exhibit 16 to the Comprehensive Maintenance Agreement.

Defect Hazard Noncompliance Event means any failure to meet a minimum Performance Requirement set forth in Table 1-1 of Exhibit 16 to the Comprehensive Maintenance Agreement for which the Maintenance Contractor may be assessed Noncompliance Points pursuant to Section 19 of the Comprehensive Maintenance Agreement.

Defense and Indemnification Procedures has the meaning set forth in Section 15.9 of the Comprehensive Maintenance Agreement.

Design-Build Agreement (DBA) has the meaning set forth in Recital I of the Comprehensive Maintenance Agreement.

Design Documents means all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals necessary for, or related to, the performance of design services required under the Comprehensive Maintenance Agreement in accordance with the COMA Documents, the Governmental Approvals and applicable Law.

Deviation(s) means a no-cost change in the Maintenance Services or other requirements of the COMA Documents issued in writing by TxDOT's Authorized Representative or his/her designee under Section 10.12 of the Comprehensive Maintenance Agreement, including any no-cost change, deviation, modification, alteration or exception from the Maintenance Specifications.

Directive Letter has the meaning set forth in Section 10.1.1.2 of the Comprehensive Maintenance Agreement.

Dispute means any Claim, dispute, disagreement or controversy between TxDOT and Maintenance Contractor concerning their respective rights and obligations under the COMA Documents including concerning any alleged breach or failure to perform and remedies.

Draw Request(s) means a Draw Request and Certificate in the form of Exhibit 11 to the Comprehensive Maintenance Agreement.

Effective Date means the date of the Comprehensive Maintenance Agreement or such other date as shall be mutually agreed upon in writing by TxDOT and the Maintenance Contractor.

Electronic Toll Collection System (ETCS) means the roadside, all-electronic tolling collection system for the Project and all associated infrastructure.

Emergency or Emergencies means, in connection with the Maintenance Services, any unforeseen event affecting the Project, whether directly or indirectly which occurs on or originates from the Project or Project ROW and: (a) causes or has the potential to cause disruption to the free flow of traffic on the Project or a threat to the safety of the public or workers; (b) is an immediate or imminent threat to the long term integrity of any part of the infrastructure of the Project, to the environment or to Adjacent Work; or (c) is recognized by the Texas Department of Public Safety as an emergency.

Emergency Services means, in connection with the Maintenance Services, law enforcement, ambulance service, fire and other similar services from agencies with whom Maintenance Contractor establishes protocols for incident response, safety and security procedures, as set forth in the Incident Management Plan.

ENR Construction Cost Index means the 12-month "Construction Cost Index" published by Engineering News-Record, Two Penn Plaza, 9th Floor, New York, NY 10121.

Environmental Approvals means all Governmental Approvals arising from or required by any Environmental Law in connection with the Project.

Environmental Laws means any Law applicable to the Project or the Maintenance Services regulating or imposing liability or standards of conduct that pertains to the environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, and any lawful requirements and standards that pertain to the environment, Hazardous Materials, contamination of any type whatsoever, or environmental health and safety matters, set forth in any Government Approvals, other permits, licenses, approvals, plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated, pursuant to Laws applicable to the Project, Maintenance Contractor or the Maintenance Services, as such have been or are amended, modified, or supplemented from time to time (including any present and future amendments thereto and reauthorizations thereof) including those relating to:

(a) The manufacture, processing, use, distribution, existence, treatment, storage, disposal, generation, and transportation of Hazardous Materials;

(b) Air, soil, surface and subsurface strata, stream sediments, surface water, and groundwater;

(c) Releases of Hazardous Materials;

(d) Protection of wildlife, Threatened or Endangered Species, sensitive species, wetlands, water courses and water bodies, historical, archeological, and paleontological resources, and natural resources;

(e) The operation and closure of underground storage tanks;

(f) Health and safety of employees and other persons; and

(g) Notification, documentation, and record keeping requirements relating to the foregoing.

Without limiting the above, the term "Environmental Laws" shall also include the following:

(i) The National Environmental Policy Act (42 U.S.C. §§ 4321 et seq.), as amended;

(ii) The Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), as amended;

(iii) The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.);

(iv) The Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. §§ 11001 et seq.), as amended;

(v) The Clean Air Act (42 U.S.C. §§ 7401 et seq.), as amended;

(vi) The Federal Water Pollution Control Act, as amended by the Clean Water Act (33 U.S.C. §§ 1251 et seq.);

(vii) The Resource Conservation and Recovery Act (42 U.S.C. §§ 6901, et seq.), as amended;

(viii) The Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), as amended;

(ix) The Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), as amended;

(x) The Oil Pollution Act (33 U.S.C. §§ 2701, et. seq.), as amended;

(xi) The Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended;

(xii) The Federal Safe Drinking Water Act (42 U.S.C. §§ 300 et seq.), as amended;

(xiii) The Federal Radon and Indoor Air Quality Research Act (42 U.S.C. §§ 7401 et seq.), as amended;

(xiv) The Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.);

(xv) The Endangered Species Act (16 U.S.C. §§ 1531 et seq.), as amended;

(xvi) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661 et seq.), as amended;

(xvii) The National Historic Preservation Act (16 U.S.C. §§ 470 et seq.), as amended;

(xviii) The Coastal Zone Management Act (33 U.S.C. §§ 1451 et seq.), as amended;

(xix) The Texas Health and Safety Code, including Chapter 382 (the Clean Air Act), Chapter 383 (the Clean Air Financing Act), Chapter 361 (the Texas Solid Waste Disposal Act), Chapter 362 (the Solid Waste Resource Recovery Financing Act), Chapter 363 (the Municipal Solid Waste Act), Chapter 364 (the County Solid Waste Control Act), Chapter 370 (the Texas Toxic Chemical Release Reporting Act), Chapter 371 (the Texas Used Oil Collection, Management, and Recycling Act), Chapter 401 (the Texas Radioactive Materials and Other Sources of Radiation Act), Chapter 402 (the Texas Low-Level Radioactive Waste Disposal

Authority Act), Chapter 502 (the Texas Hazard Communication Act), Chapter 505 (the Texas Manufacturing Project Community Right-To-Know-Act), Chapter 506 (the Texas Public Employer Community Right-To-Know-Act), and Chapter 507 (the Texas Non-manufacturing Facilities Community Right-To-Know-Act);

(xx) The Texas Natural Resources Code, including Chapter 40 (the Texas Oil Spill Prevention and Response Act of 1991);

(xxi) The Texas Water Code;

(xxii) The Texas Parks and Wildlife Code;

(xxiii) The Texas Agriculture Code, including Chapter 76 (Pesticide and Herbicide Regulation) and Chapter 125 (the Agricultural Hazard Communication Act);

(xxiv) The Texas Asbestos Health Protection Act (Chapter 1954, Texas Occupations Code); and

(xxv) The Surface Coal Mining and Reclamation Act (Chapter 134, Texas Natural Resources Act).

Error shall mean an error, omission, inconsistency, inaccuracy, deficiency, flaw or other defect.

Escrowed Proposal Documents or **EPDs** has the meaning set forth in Section 17.1 of the Comprehensive Maintenance Agreement.

Event of Default has the meaning set forth in Section 12.3.1 of the Comprehensive Maintenance Agreement.

Exchange Act means 15 U.S.C. § 78a et seq., as amended.

Executive Director means the Executive Director of TxDOT.

Final Acceptance means the occurrence of all of the events and satisfaction of all of the conditions set forth in Section 20.3.2 of the Design-Build Agreement.

Final Payment means the last payment made under the Comprehensive Maintenance Agreement.

Force Majeure Event means any of the events listed in clauses (a) through (g) below, subject to the exclusions listed in clauses (i) through (vi) below, which materially and adversely affects Maintenance Contractor's obligations, provided such events are beyond the control of the Maintenance Contractor-Related Entities and are not due to an act, omission, negligence, recklessness, willful misconduct, breach of contract or Law of any Maintenance Contractor-Related Entity, and further that such events (or the effects of such events) could not have been avoided by the exercise of caution, due diligence, or reasonable efforts by Maintenance Contractor:

(a) Any earthquake, tornado, hurricane (Category 3 and higher) or other natural disaster that (i) causes direct physical damage to the Project and (ii) has been proclaimed a disaster or state of emergency by the President of the United

States, the Governor of the State of Texas, or the Federal Highway Administrator, unless such damage is caused by the DB Contractor's action or inaction or the DB Contractor's means and methods of construction;

(b) Any epidemic in the Dallas-Fort Worth Metropolitan Statistical Area;

(c) Any blockade, rebellion, war, riot, act of sabotage or civil commotion that causes direct physical damage to the Project;

(d) Any Change in Law which (i) requires Maintenance Contractor to obtain a new major State or federal environmental approval not previously required for the Project, (ii) results in an increase in Maintenance Contractor's costs directly attributable to the Change in Law of at least $100,000, or (iii) specifically targets the Project or Maintenance Contractor;

(e) Any spill of Hazardous Material by a third party which occurs after Maintenance NTP1 and is required to be reported to a Governmental Entity, and which renders use of the roadway or construction area unsafe absent assessment, containment, and/or remediation, and does not result from DB Contractor's failure to exercise reasonable efforts to protect the Site from third parties;

(f) Issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of a material portion of the Maintenance Services, except to the extent arising out of, related to or caused by, the delay, act, omission, negligence, willful misconduct, recklessness or breach of contract or Law by any member of the Maintenance Contractor-Related Entities; and

(g) Total failure of a bridge such that it requires replacement, except to the extent arising out of, related to or caused by, the act, omission, negligence, willful misconduct, recklessness or breach of contract or Law by any Maintenance Contractor Related-Entity or DB Contractor-Related Entity.

The term **"Force Majeure Event"** shall be limited to the matters listed above and specifically excludes from its definition the following matters which might otherwise be considered a force majeure event:

(i) Any fire or other physical destruction or damage, or delay, to the Project which (A) occurs by action of the elements, including lightning, explosion, drought, rain, flood, snow, storm, except as specified in clause (a) above, or (B) is caused by third parties, except as specified in clause (c), (e) or (g) above;

(ii) Any strike, labor dispute, work slowdown, work stoppage, secondary boycott, walkout or other similar occurrence;

(iii) The suspension, termination, interruption, denial or failure to obtain, nonrenewal or change in any Governmental Approval, except for any such matter falling within the scope of clause (d) or clause (f) above;

(iv) Any delay or cost risk for which coverage is to be provided through insurance required under the Comprehensive Maintenance Agreement or by Law; and

(v) Any matters not caused by TxDOT or beyond the control of TxDOT and not listed in clauses (a) through (g) above.

General Inspection(s) means an inspection of Maintenance Elements to identify Defects and assess asset condition. Results of a General Inspection shall be used to develop or update the Schedule for Renewal Work, to maintain asset condition and service levels, and to develop programs of maintenance to minimize the effect of Maintenance Services on Users.

Generally Accepted Accounting Principles means such accepted accounting practice as, in the opinion of the accountant, conforms at the time to a body of generally accepted accounting principles.

Good Industry Practice means the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, constructor or maintenance contractor seeking in good faith to comply with its contractual obligations, complying with all applicable Laws and engaged in the same type of undertaking under circumstances and conditions under circumstances and conditions similar to those within the same geographic area as the Project.

Governmental Approval means any permit, license, consent, concession, grant, franchise, authorization, valid waiver, valid exemption, variance or other approval, guidance, protocol, mitigation agreement or order, or memoranda of agreement/understanding, and any amendment or modification of any of them provided by Governmental Entities including State, local, or federal regulatory agencies, agents, or employees, or provided by TxDOT in its capacity as a regulatory agency for issuing state regulatory permits or approvals, which authorize or pertain to the Maintenance Services or the Project, but excluding any such approvals given by or required from any Governmental Entity in its capacity as a Utility Owner.

Governmental Entity/Entities means any federal, State or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than TxDOT, in each case having jurisdiction over the party, the Project or, the Maintenance Services.

Guaranteed Obligations has the meaning set forth in the Guaranty.

Guarantor means each of the entities which provided a guarantee in the form of Exhibit 9 to the Comprehensive Maintenance Agreement of some or all of the obligations of Maintenance Contractor under the Comprehensive Maintenance Agreement.

Guaranty means each guarantee executed by a Guarantor guaranteeing some or all of the obligations of Maintenance Contractor under the Comprehensive Maintenance Agreement.

Hazardous Materials means any element, chemical, compound, material or substance, whether solid, liquid or gaseous, which at any time is defined, listed, classified or otherwise regulated in any way under any Environmental Laws, or any other such substances or conditions (including mold and other mycotoxins or fungi) which may create any unsafe or hazardous condition or pose any threat to human health and safety. The term "**Hazardous Materials**" includes the following:

(a) Hazardous wastes, hazardous material, hazardous substances, hazardous constituents, and toxic substances or related materials, whether solid, liquid, or

gas, including substances defined as or included in the definition of "hazardous substance", "hazardous waste", "hazardous material", "extremely hazardous waste", "acutely hazardous waste", "radioactive waste", "radioactive materials", "bio-hazardous waste", "pollutant", "toxic pollutant", "contaminant", "restricted hazardous waste", "infectious waste", "toxic substance", "toxic waste", "toxic material", or any other term or expression intended to define, list or classify substances by reason of properties harmful to health, safety or the indoor or outdoor environment (including harmful properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, "TCLP toxicity" or "EP toxicity" or words of similar import under any applicable Environmental Laws);

(b) Any petroleum, including crude oil and any fraction thereof, and including any refined petroleum product or any additive thereto or fraction thereof or other petroleum derived substance; and any waste oil or waste petroleum byproduct or fraction thereof or additive thereto;

(c) Any drilling fluids, produced waters and other wastes associated with the exploration, development or production of crude oil, natural gas or geothermal resources;

(d) Any flammable substances or explosives;

(e) Any radioactive materials;

(f) Any asbestos or asbestos-containing materials;

(g) Any lead and lead-based paint;

(h) Any radon or radon gas;

(i) Any methane gas or similar gaseous materials;

(j) Any urea formaldehyde foam insulation;

(k) Electrical equipment which contains any oil or dielectric fluid containing regulated levels of polychlorinated biphenyls;

(l) Pesticides;

(m) Any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Entity or which may or could pose a hazard to the health and safety of the owners, operators, Users or any Persons in the vicinity of the Project or to the indoor or outdoor environment; and

(n) Soil, or surface water or ground water, contaminated with Hazardous Materials as defined above.

Hazardous Materials Management means procedures, practices and activities to address and comply with Environmental Laws and Environmental Approvals with respect to Hazardous Materials encountered, impacted, caused by or occurring in connection with the Maintenance Services, as well as investigation and remediation of such Hazardous Materials. Hazardous

Materials Management may include sampling, stock-piling, storage, backfilling in place, asphalt batching, recycling, treatment, clean-up, remediation, transportation and/or off-site disposal of Hazardous Materials, whichever is the most cost-effective approach authorized under applicable Law.

Hazardous Materials Management Plan means the plan prepared by Maintenance Contractor for Hazardous Materials Management both within and outside the Project ROW, as more particularly described in Section 0260 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Incident means a localized disruption to the free flow of traffic on or safety of Users of the Project.

Incident Management Plan means the Maintenance Contractor's plan for detection and response to incidents or emergencies pursuant to Section 0140 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Indemnified Party(ies) means TXDOT, the State, the Texas Transportation Commission, the Authority, and their respective successors, assigns, officeholders, officers, directors, agents, representatives, consultants and employees.

Initial Maintenance Term has the meaning set forth in Section 4.1 of the Comprehensive Maintenance Agreement.

Initial Maintenance Term Commencement Date has the meaning set forth in Section 4.1 of the Comprehensive Maintenance Agreement.

Lane Closure means full or partial closure of any traffic lane in any portion of the Project and for any duration, including main lanes, ramps, direct connectors, frontage roads and cross roads.

Lane Rental Charges has the meaning set forth in Section 12.5.1 of the Comprehensive Maintenance Agreement.

Law or **Laws** means (a) any statute, law, code, regulation, ordinance, rule or common law, (b) any binding judgment (other than regarding a Claim or Dispute), (c) any binding judicial or administrative order or decree (other than regarding a Claim or Dispute), (d) any written directive, guideline, policy requirement or other governmental restriction (including those resulting from the initiative or referendum process, but excluding those by TxDOT within the scope of its administration of the COMA Documents) or (e) any similar form of decision of or determination by, or any written interpretation or administration of any of the foregoing by, any Governmental Entity, in each case which is applicable to or has an impact on the Project or the Maintenance Services, whether taking effect before or after the Proposal Due Date, including Environmental Laws. "Law" or "Laws," however, exclude Governmental Approvals.

Lead Maintenance Firm means Infrastructure Corporation of America, a Tennessee Corporation.

LIBOR means the offered rate per annum (rounded up to the next highest one one-thousandth of one percent (0.001%)) for deposits in U.S. dollars for a one-month period which appears on the Telerate Page 3750 at approximately 11:00 A.M., London time, on the date of determination,

or if such date is not a date on which dealings in U.S. dollars are transacted in the London interbank market, then on the next succeeding day on which such dealings were transacted in such market. All interest based on LIBOR shall be calculated on the basis of a 360-day year for the actual days elapsed.

Lien means any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument and the filing of or agreement to file any financing statement or similar notification under the Uniform Commercial Code or similar Law of any jurisdiction).

Losses means any loss, damage, injury, liability, obligation, cost, response cost, expense (including attorneys', accountants' and expert witnesses' fees and expenses (including those incurred in connection with the enforcement of any indemnity or other provision of the Comprehensive Maintenance Agreement)), fee, charge, judgment, penalty, fine or Third Party Claims. Losses include injury to or death of persons, damage or loss of property, and harm or damage to natural resources.

Lowest Volume Times shall mean the period from 10:30 p.m. to 6:00 a.m (Monday to Friday) and all hours Sunday, except in each case for the specific hours of restrictions during Major Events and Major Holidays as described in Attachment 6 to Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Communication Plan has the meaning set forth in Section 0190 of the Maintenance Specification.

Maintenance Contractor means Lane Abrams Joint Venture, a Texas joint venture composed of The Lane Construction Corporation, a Connecticut Corporation and J.D. Abrams, L.P., a Texas limited partnership, together with its successors and assigns.

Maintenance Contractor Default has the meaning set forth in Section 12.1 of the Comprehensive Maintenance Agreement.

Maintenance Contractor-Related Entity means: (a) Maintenance Contractor, (b) Maintenance Contractor's partners, joint venturers and/or members, (c) Subcontractors (including the Lead Maintenance Firm (if any) and Suppliers), (d) any other Persons performing any of the Maintenance Services, (e) any other Persons for whom Maintenance Contractor may be legally or contractually responsible, and (f) the employees, agents, officers, directors, members, managers, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing.

Maintenance Contractor Release of Hazardous Materials means (a) Release(s) of Hazardous Material, or the exacerbation of any such release(s), attributable to the actions, omissions, negligence, intentional misconduct, or breach of applicable Law, contract or Governmental Approval by any Maintenance Contractor-Related Entity; (b) Release(s) of Hazardous Materials caused to be present on, in or under the Site or elsewhere by any Maintenance Contractor-Related Entity, regardless of whether those are the persons who actually caused the Release and regardless of the cause; or (c) use, containment, storage, management, handling, transport and disposal of any Hazardous Materials by any Maintenance

Contractor-Related Entity in violation of the requirements of the COMA Documents or any applicable Law or Governmental Approval.

Maintenance Document Management Plan has the meaning set forth in Section 0210 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Element(s) means any of the elements of the Project set forth in Attachment 2 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Element Category(ies) means any of the categories of Maintenance Elements set forth in Attachment 2 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Management Plan means the plan prepared by Maintenance Contractor and approved by TxDOT as set forth in Section 5.5 of the Comprehensive Maintenance Agreement.

Maintenance Management System has the meaning set forth in Section 0160 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Manager means the Maintenance Contractor's manager who is responsible for overseeing and performing the Maintenance Services in accordance with the COMA, as described more fully in Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance NTP1 means a written notice issued by TxDOT to Maintenance Contractor authorizing Maintenance Contractor to proceed with the Maintenance Services for the Initial Maintenance Term and establishing the date of commencement of the Initial Maintenance Term.

Maintenance NTP2 means a written notice issued by the TxDOT to Maintenance Contractor authorizing Maintenance Contractor to proceed with the Maintenance Services for the Second Maintenance Term and establishing the date of commencement of the Second Maintenance Term.

Maintenance NTP3 means a written notice issued by TxDOT to Maintenance Contractor authorizing Maintenance Contractor to proceed with the Maintenance Services for the Third Maintenance Term and establishing the date of commencement of the Third Maintenance Term.

Maintenance Payment Bond means the payment bond delivered by Maintenance Contractor in the form attached to the Comprehensive Maintenance Agreement as Exhibit 7 to the Comprehensive Maintenance Agreement.

Maintenance Performance Bond means the performance bond delivered by Maintenance Contractor in the form attached to the Comprehensive Maintenance Agreement as Exhibit 6 to the Comprehensive Maintenance Agreement.

Maintenance Period means the period starting at the commencement of Comprehensive Maintenance Agreement and ending at the end of the Maintenance Term.

Maintenance Price or **MP** has the meaning set forth in Section 8.1.1 of the Comprehensive Maintenance Agreement.

Maintenance Quality Manager has the meaning set forth in Section 0170 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Record(s) means all documents, data and records, written or electronic, in all media, in connection with maintenance of the Project including (a) all inspection and inventory records, whether generated by DB Contractor, Maintenance Contractor or a third party, (b) any communication to and/or from Maintenance Contractor and TxDOT, DB Contractor or a third party, and (c) any information system (as may be introduced or amended by TxDOT from time to time) in connection with maintenance of the Project that TxDOT requires Maintenance Contractor to use or operate.

Maintenance Safety Plan has the meaning set forth in Section 0180 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Services means all of the services and obligations required to be performed by Maintenance Contractor under the COMA Documents, including all required maintenance, repairs, rehabilitation and replacements of all or any portion of the Project, including Renewal Work and Incident management.

Maintenance Services Deliverables Schedule has the meaning set forth in Section 0220 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Services Quality Control Plan or Maintenance Services QCP has the meaning set forth in Section 0170 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Specification means Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Term means the Initial Maintenance Term, Second Maintenance Term or Third Maintenance Term, as appropriate.

Maintenance Transition means the terms, conditions, requirements and procedures governing the conditions in which Maintenance Contractor is to deliver the Project upon expiration or termination of the Comprehensive Maintenance Agreement, as set forth in Section 0200 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Maintenance Transition Plan has the meaning set forth in Section 3.7 of the Comprehensive Maintenance Agreement.

Major Events means the list of major regional events described in Attachment 6 to Exhibit 2 to the Comprehensive Maintenance Agreement.

Major Holidays means the list of holidays described in Attachment 6 to Exhibit 2 to the Comprehensive Maintenance Agreement.

Major Subcontract means a Subcontract in excess of $250,000.

Major Subcontractor means a Subcontractor whose contract with the Maintenance Contractor is a Major Subcontract.

Noncompliance Event means any Maintenance Contractor breach or failure to meet the minimum performance requirements as set forth in Exhibit 16 to the Comprehensive Maintenance Agreement.

Noncompliance Charges means the liquidated amounts specified in Section 12.4 of the Comprehensive Maintenance Agreement.

Noncompliance Points means the points that may be assessed for certain breaches or failures to perform by Maintenance Contractor, as set forth in Exhibit 16 to the Comprehensive Maintenance Agreement.

Nonconforming Work means Maintenance Services that do not conform to the requirements of the COMA Documents, the Governmental Approvals or applicable Law.

Non-Maintained Element(s) means traffic signals and lighting systems that are maintained by local Governmental Entities, ITS equipment and software, and the Electronic Toll Collection System.

Notice of Partial Termination for Convenience means written notice issued by TxDOT to DB Contractor terminating part of the Maintenance Services of Maintenance Contractor for convenience under Section 14.1 of the Comprehensive Maintenance Agreement.

Notice of Termination for Convenience means written notice issued by TxDOT to DB Contractor terminating the Maintenance Services of Maintenance Contractor for convenience under Section 14.1 of the Comprehensive Maintenance Agreement.

Off-Peak Times means the period from 9:00 A.M. to 3:30 P.M. and 7:00 P.M. to 10:30 P.M. (Monday to Friday) and all hours Saturday, except in each case for the specific hours of restrictions during Major Events and Major Holidays as described in Attachment 6 to Exhibit 2 to the Comprehensive Maintenance Agreement.

Open Book Basis means providing TxDOT all underlying assumptions and data associated with pricing or compensation (whether of Maintenance Contractor or TxDOT) or adjustments thereto, including assumptions as to costs of the Maintenance Services, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, contingency and indirect costs, risk pricing, discount rates, interest rates, and other items reasonably required by TxDOT to satisfy itself as to the reasonableness of the amount.

Option Notice to Proceed shall have the meaning set forth in Exhibit 1 to the DBA.

Option 3 Work shall mean one or more of Options 3A through 3I and related Authority Options as described in Exhibit 1 to the DBA and Section 1.2.2 of the Technical Provisions.

Option Work Exhibits means Option Work exhibits depicting the Option 1, Option 2 and Option 3 work included in the Reference Information Documents and described in Section 1.2.2 of the Technical Provisions.

Party means Maintenance Contractor or TxDOT, as the context may require, and "**Parties**" shall mean Maintenance Contractor and TxDOT, collectively.

PCO Notice has the meaning set forth in Section 10.3.2.3 of the Comprehensive Maintenance Agreement.

Peak Times means (a) the period from 6:00 A.M. to 9:00 A.M. and from 3:30 P.M. to 7:00 P.M., Monday through Friday, and (b) the specific hours of restrictions during Major Events and Major Holidays as described in Attachment 6 to Exhibit 2 to the Comprehensive Maintenance Agreement.

Performance Requirement(s) means, for each Maintenance Element in connection with the Maintenance Services, the "Minimum Performance Requirements" set forth in Exhibit 16 to the Comprehensive Maintenance Agreement.

Person(s) means any individual, corporation, joint venture, limited liability company, company, voluntary association, partnership, trust, unincorporated organization or Governmental Entity.

Plan or Plans means (only where capitalized) contract drawings, working drawings, supplemental drawings, detail sheets or exact reproductions thereof, which show the location, character, dimensions and details of the Maintenance Services to be done.

Project has the meaning set forth in Recital B to the Comprehensive Maintenance Agreement.

Project ROW means the Schematic ROW and the Additional Properties, but excluding therefrom any portion of the Schematic ROW eliminated from the Project by a Change Order under the Design-Build Agreement.

Proposal means DB Contractor's response to the RFP.

Proposal Commitments has the meaning set forth in Exhibit 3 to the Comprehensive Maintenance Agreement.

Proposal Due Date means January 13, 2015, the deadline for submission of the Proposal to TxDOT.

Protection in Place means any action taken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, exposing the Utility, avoidance of a Utility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. The term includes both temporary measures and permanent installations meeting the foregoing definition.

Public Information Act means Tex. Gov't Code Ann. ch. 555, as amended.

Quarterly Noncompliance Events Report has the meaning set forth in Section 19.2.1.3 of the Comprehensive Maintenance Agreement.

Recognized Environmental Condition has the meaning set forth in ASTM E-1527-05.

Record Drawings means construction drawings and related documentation revised to show significant changes made during Maintenance Contractor's construction processes; usually based on marked-up final design documents furnished by Maintenance Contractor; also known as as-built plans.

Reference Information Documents means those documents listed in Exhibit 14 to the Comprehensive Maintenance Agreement. Except as expressly provided in the COMA

Documents, the Reference Information Documents are not considered COMA Documents and were provided to Maintenance Contractor for informational purposes only and without representation or warranty by TxDOT.

Registered Professional Engineer means a person who is duly licensed and registered by the Texas Board of Professional Engineers to engage in the practice of engineering in the State.

Reimbursable Hazardous Materials Costs means Maintenance Contractor's actual costs of performance of Hazardous Materials Management, determined in accordance with Section 10.8.2 of the Comprehensive Maintenance Agreement, provided that the 25% and 145% mark-ups allowed under Section 10.7.1 shall be reduced to 12.5% and 130%, and the 15% mark-up allowed under Section 10.7.2 shall be reduced to 7.5%.

Release(s) of Hazardous Materials means any spill, leak, emission, release, discharge, injection, escape, leaching, dumping or disposal of Hazardous Materials into the soil, air, water, groundwater or environment, including any exacerbation of an existing release or condition of Hazardous Materials contamination.

Renewal Work means the Maintenance Services that involve removal, replacement, rehabilitation, restoration or repair of any Maintenance Element or any portion thereof of a type that is not normally included as an annually recurring cost in highway maintenance and repair budgets in order to meet requirements of the approved Maintenance Management Plan or to meet the Performance Requirements.

Renewal Work Submittal means the submittal described in Section 3.3.2 of the Comprehensive Maintenance Agreement and Section 0150 of Exhibit 2 to the Comprehensive Maintenance Agreement.

Replacement Utility Property Interest means any permanent right, title or interest in real property outside of the Project ROW (e.g., a fee or an easement) which is acquired for a Utility being reinstalled in a new location as a part of the Utility Adjustment. The term specifically excludes any statutory right of occupancy or permit granted by a Governmental Entity for occupancy of its real property by a Utility.

Request for Change Order means a written notice issued by DB Contractor to TxDOT under Section 10.3.2.5 of the Comprehensive Maintenance Agreement, advising TxDOT that DB Contractor seeks a Change Order.

Request for Change Proposal means a written notice issued by TxDOT to Maintenance Contractor under Section 10.2.1 of the Comprehensive Maintenance Agreement, advising Maintenance Contractor that TxDOT may issue a TxDOT-Directed Change or wishes to evaluate whether to initiate such a change pursuant to Section 10.2.1 of the Comprehensive Maintenance Agreement.

Request for Partnering has the meaning set forth in Section 10.3.2.2 of the Comprehensive Maintenance Agreement.

Request for Proposals (RFP) has the meaning set forth in Recital E of the Comprehensive Maintenance Agreement.

Request for Qualification (RFQ) has the meaning set forth in Recital C of the Comprehensive Maintenance Agreement.

Rules means Sections 27.1-27.9 of Title 43, Texas Administrative Code.

Schedule Activity(ies) means the smallest division of the Maintenance Services at each WBS level to be tracked in the Maintenance Services Deliverables Schedule.

Schematic ROW means any real property (which term is inclusive of all estates and interests in real property), as well as improvements and fixtures, within the proposed ROW lines established on the Base Scope Schematic and Option Work Exhibits, as such limits may be adjusted from time to time in accordance with the COMA Documents. The term specifically includes all air space, surface rights, and subsurface rights within the limits of the ROW.

Second Maintenance Term has the meaning set forth in Section 4.2.1 of the Comprehensive Maintenance Agreement.

Service Line means a utility line, up to and including the meter, that connects to a main line and services individuals, businesses and other entities.

Site means Schematic ROW, Additional Properties, Replacement Utility Property Interests, and any temporary rights or interests that DB Contractor or Maintenance Contractor may acquire at its own cost and expense in connection with the Project.

Small Business Enterprise or **SBE** has the meaning set forth in 43 TAC §9.302.

Specialist Inspection(s) means an inspection requiring specialist qualifications or equipment as specified in Section 0230 of the Maintenance Specification.

State means the State of Texas.

Subcontract(s) means any agreement by Maintenance Contractor with any other Person, Subcontractor or Supplier to perform any part of the Maintenance Services or provide any materials, equipment or supplies for any part of the Maintenance Services, or any such agreement at a lower tier, between a Subcontractor and its lower tier Subcontractor or a Supplier and its lower tier Supplier, at all tiers.

Subcontractor(s) means any Person with whom Maintenance Contractor has entered into any Subcontract to perform any part of the Maintenance Services or provide any materials, equipment or supplies for the Project on behalf of Maintenance Contractor (and any other Person with whom any Subcontractor has further subcontracted any part of the Maintenance Services), at all tiers.

Substantial Completion means the occurrence of all of the events and satisfaction of all of the conditions set forth in Section 20.1.1 of the Design-Build Agreement, as and when confirmed by TxDOT's issuance of a certificate in accordance with Section 20.1.1 of the Design-Build Agreement.

Supplier means any Person not performing work at or on the Project ROW which supplies machinery, equipment, materials, hardware, software, systems or any other appurtenance to the Project to Maintenance Contractor or to any Subcontractor in connection with the performance

of the Maintenance Services. Persons who merely transport, pick up, deliver or carry materials, personnel, parts or equipment or any other items or persons to or from the Project ROW shall not be deemed to be performing Maintenance Services at the Project ROW.

Surety(ies) means each properly licensed surety company, insurance company or other Person approved by TxDOT, which has issued any Maintenance Payment Bond or Maintenance Performance Bond.

Tangible Net Worth means the difference between (the sum of paid-in capital stock plus preferred stock plus retained earnings) less (the sum of treasury stock plus minority interest plus intangible assets e.g., goodwill, patents, licenses), all determined in accordance with Generally Accepted Accounting Principles and as interpreted by the Securities and Exchange Commission in connection with financial statements filed pursuant to the Securities Exchange Act of 1934.

Technical Provisions means the project-specific technical provisions entitled "Technical Provisions for State Highway 360 Project" included in the DBA Documents, and all exhibits and attachments thereto, as such document may be supplemented, amended and restated or otherwise modified from time to time in accordance with the terms of the Design-Build Agreement.

Termination for Convenience means a termination pursuant to Section 14.1 of the Comprehensive Maintenance Agreement.

Third Maintenance Term has the meaning set forth in Section 4.3.1 of the Comprehensive Maintenance Agreement.

Third Party Claims means any and all claims, disputes, disagreements, causes of action, demands, suits, actions, judgments, investigations or proceedings brought by a Person that is not a Party with respect to damages, injuries, liabilities, obligations, losses, costs, penalties, fines or expenses (including attorneys' fees and expenses) sustained or incurred by such Person.

Threatened or Endangered Species means any species listed by the USFWS as threatened or endangered pursuant to the Endangered Species Act, as amended, 16 U.S.C. §§ 1531, *et seq.* or any species listed as threatened or endangered pursuant to the State endangered species act.

Time and Materials Change Order means a Change Order issued in accordance with Section 10.7 of the Comprehensive Maintenance Agreement.

Traffic Management Plan means the plan prepared by Maintenance Contractor for the management of traffic as described in Section 1120 of Exhibit 2 to the Comprehensive Maintenance Agreement.

TxDOT means the Texas Department of Transportation, and any entity succeeding to the powers, authorities and responsibilities of TxDOT invoked by or under the COMA Documents.

TxDOT-Directed Change(s) means any changes in the scope of the Maintenance Services or terms and conditions of the Comprehensive Maintenance Agreement Documents (including changes in the standards applicable to the Maintenance Services), which TxDOT has directed

DB Contractor to perform as described in Section 10.2 of the Comprehensive Maintenance Agreement.

TxDOT's Recoverable Costs means:

(a) The costs of any assistance, action, activity or Maintenance Services undertaken by TxDOT which Maintenance Contractor is liable for or is to reimburse under the terms of the COMA Documents, including the charges of third party contractors and reasonably allocated wages, salaries, compensation and overhead of TXDOT staff and employees performing such action, activity or Maintenance Services; plus

(b) Third-party costs TxDOT incurs to publicly procure any such third party contractors; plus

(c) Reasonable fees and costs of attorneys (including the reasonably allocable fees and costs of TxDOT's Office of General Counsel or the Texas Attorney General's Office), financial advisors, engineers, architects, insurance brokers and advisors, investigators, traffic and revenue consultants, risk management consultants, other consultants, and expert witnesses, as well as court costs and other litigation costs, in connection with any such assistance, action, activity or Maintenance Services, including in connection with defending claims by and resolving disputes with third party contractors; plus

(d) Interest on all the foregoing sums at a floating rate equal to the LIBOR in effect from time to time plus 200 basis points, commencing on the date due under the applicable terms of the COMA Documents and continuing until paid.

Uncured Noncompliance Points means Noncompliance Points assessed on account of breaches or failures that remain uncured.

Unplanned Capital Maintenance means Maintenance Services consisting of replacement or reconstruction of an asset that, at the Effective Date the Maintenance Contractor does not anticipate carrying out during the term of the COMA.

Useful Life means, for a Maintenance Element, the period following its first installation, or following its last reconstruction, rehabilitation, restoration, renewal or replacement, until the Maintenance Element will next require reconstruction, rehabilitation, restoration, renewal or replacement.

User(s) means the traveling public and any others who use the Project, whether by motorized or non-motorized vehicles or on foot.

Utility(ies) or **utility(ies)** means a public, private, cooperative, municipal and/or government line, facility or system used for the carriage, transmission and/or distribution of cable television, electric power, telephone, telegraph, water, gas, oil, petroleum products, steam, chemicals, hydrocarbons, telecommunications, sewage, storm water not connected with the drainage of the Project, and similar substances that directly or indirectly serve the public. The term "Utility" or "utility" specifically excludes: (a) storm water facilities providing drainage for the Project ROW, (b) street lights and traffic signals, and (c) ITS and IVHS facilities. The necessary appurtenances to each utility facility shall be considered part of such utility. Without limitation,

any Service Line up to and including the meter, connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such Service Line. Oil and gas gathering lines are included in this definition and are classified as a Utility.

Utility Adjustment(s) means each relocation (temporary or permanent), abandonment, Protection in Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, and/or modification of existing Utilities necessary to accommodate construction, operation, maintenance and/or use of the Project; provided, however, that the term "**Utility Adjustment**" shall not refer to any of the work associated with facilities owned by any railroad. For any Utility crossing the Project ROW, the foregoing disposition for each crossing of the Project ROW by that Utility shall be considered a separate Utility Adjustment. For any Utility installed longitudinally within the Project ROW, the foregoing disposition for each continuous segment of that Utility located within the Project ROW shall be considered a separate Utility Adjustment.

Utility Owner means the owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

Warranty(ies) has the meaning set forth in Section 9.1 of the Comprehensive Maintenance Agreement.

Warranty Period has the meaning set forth in Section 9.2.1 of the Comprehensive Maintenance Agreement.

EXHIBIT 2

MAINTENANCE SPECIFICATION

0100 General Maintenance Obligations

Throughout the Maintenance Term, Maintenance Contractor shall be responsible for and shall carry out Maintenance Services for the Maintenance Elements identified in Attachment 2 within the "Existing ROW / Maintenance Limits" as shown in Attachment 3 as modified by the Released for Construction Documents as defined in Exhibit 1 to the Design-Build Agreement, as set forth in this Exhibit 2 and the COMA Documents. For clarity, Maintenance Contractor shall not be responsible for Maintenance Services for the Non-Maintained Elements except as provided in Sections 3.1.1.9 and 10.10.1(b) of the COMA. Maintenance Contractor shall establish and maintain an organization that effectively manages all Maintenance Services in a manner set forth in the approved Maintenance Management Plan and the requirements of the COMA Documents. Maintenance Contractor shall take all necessary actions to achieve the following:

- Coordinate activities of other entities with interests or activities within or respecting the Project or Project ROW, including the Authority, TxDOT, emergency services, police, toll operator, towing companies, and regional traffic management center.
- Provide Incident and Emergency response, management and reporting.
- Conduct regular patrols of all lanes of the Project to identify conditions that are unsafe or have the potential to become unsafe, conditions that could threaten the infrastructure, and to attend to existing or changing conditions.
- Maintain the Maintenance Elements in a manner appropriate for a facility of the character of the Project and maintain all lanes in accordance with the same standard of maintenance.
- Minimize delay and inconvenience to Users and, to the extent Maintenance Contractor is able to control, Users of adjacent and connecting roadways.
- Monitor and observe weather and weather forecasts to proactively deploy resources to minimize delays and safety hazards due to heavy rains, snow, ice, or other severe weather events.
- Minimize the risk of damage, disturbance, or destruction of third-party property during the performance of Maintenance Services.
- Coordinate with and enable TxDOT and others with statutory duties or functions in relation to the Project to perform such duties and functions.
- Perform systematic Project inspections, operational work, periodic maintenance, routine maintenance, and Renewal Work in accordance with the provisions of Maintenance Contractor's Maintenance Management Plan and Maintenance Contractor's Maintenance Safety Plan and the COMA Documents.
- Promptly investigate reports or complaints received from all sources.

In carrying out the Maintenance Services, where there is a requirement for design, the Maintenance Contractor shall ensure that the Project is restored either to the original design used for the construction of the Project, or to a different design that shall be in accordance with the requirements for design set forth in the COMA Documents.

Maintenance Contractor shall submit an annual report to TxDOT by each anniversary of the Initial Maintenance Term Commencement Date. This annual report shall include the following elements:

- An assessment of the actual Maintenance Services achievements versus the planned goals established in the Maintenance Management Plan, as well as corrective actions and measures to be taken in the ensuing year to ensure that any shortcomings are corrected;
- An assessment of compliance with the various traffic control requirements and limitations contained in Section 3.4 of the COMA and the traffic control plans developed in accordance with Section 1100, as well as any corrective measures taken to correct any breach or violation of such requirements and limitations and any corrective measures necessary to prevent such future breach or violation of such requirement and limitations;
- A report of the quality inspections and tests performed, the results of such inspections and tests, and occurrences and resolution of nonconformance discoveries.

On or about the Effective Date of termination of Maintenance Services, the Maintenance Contractor shall submit to TxDOT a complete set of Record Drawings. The Record Drawings shall be an organized, complete record of drawings and supporting calculations and details that accurately represent what the Maintenance Contractor constructed. Maintenance Contractor shall ensure that the Record Drawings reflect the actual condition of the Maintenance Services construction.

Maintenance Contractor agrees that its Maintenance Manager shall be responsible to oversee and perform the Maintenance Services in accordance with the COMA including ensuring proper training of its maintenance personnel and resources available for conducting Maintenance Services. Maintenance Manager shall be responsible for the health and safety of personnel involved with Maintenance Services and the general public affected by the Project and shall serve as the point of contact for Maintenance Contractor in communication with TxDOT and in coordination activities with other entities during Emergencies.

0110 Performance Requirements

Maintenance Contractor is responsible for performing all activities necessary to satisfy the Performance Requirements set forth in Tables 2 and 3 of this Maintenance Specification and Tables 1-1 and 1-2 of Exhibit 16 with respect to the Maintenance Elements. Failure to meet a Performance Requirement shall be deemed to be a Defect. Whenever a Defect is identified, either by Maintenance Contractor's inspections, by TxDOT or any third party, Maintenance Contractor shall act to remedy, repair and record the Defect as described herein.

The remedy or repair of any Maintenance Element shall meet or exceed the Performance Requirements stated in Tables 2 and 3 of this Maintenance Specification and Tables 1-1 and 1-2 of Exhibit 16 and a Maintenance Record shall be created by Maintenance Contractor to verify that this requirement has been met.

Where a Defect Hazard Noncompliance Event is identified, Maintenance Contractor shall take immediate steps to respond with the necessary personnel and equipment to temporarily mitigate the hazardand provide a safe area for any Emergency vehicles or maintenance vehicles, by use of traffic control devices to secure the hazard and other appropriate measures. Maintenance Contractor shall also coordinate with TxDOT to alert Users to the hazard. Maintenance Contractor shall categorize, correct, make safe and provide a temporary mitigation to the Defect in accordance with Table 1-1 of Exhibit 16

For a Defect Hazard Noncompliance Event for which temporary mitigation is specified as a minimum Performance Requirement in Table 1-1 of Exhibit 16, Maintenance Contractor shall take necessary action such that the hazard to Users is mitigated within the Cure Period given in Table 1-1 of Exhibit 16; and after the Defect Hazard Noncompliance Event has been properly mitigated, Maintenance Contractor shall take the necessary actions to promptly repair the Defect.

For all other Noncompliance Events, Maintenance Contractor shall take necessary action to restore the Maintenance Element to a condition which meets or exceeds the minimum Performance Requirements within the applicable period given in the column entitled "Cure Period" in Exhibit 16.

Where action is taken to remedy or repair any Defect in any Maintenance Element of the Project, Maintenance Contractor shall create a Maintenance Record that identifies the nature of the remedy or repair. Maintenance Contractor shall include within the relevant Maintenance Record a measurement record which includes the details of all relevant inspections and actions taken with respect to Defects, including temporary protective measures and repairs.

Should Maintenance Contractor propose any changes to Exhibit 16, Maintenance Contractor shall propose for TxDOT's approval such amendments to the inspection and measurement methods and measurement records as are necessary to cause these to comply with this Maintenance Specification.

0120 Maintenance Management Plan

Within 60 days after issuance of Maintenance NTP1, Maintenance Contractor shall prepare and submit, for TxDOT's review and approval, a Maintenance Management Plan (MMP). Approval by TxDOT of the MMP shall be a condition precedent to the performance of Maintenance Services.

The MMP is an umbrella document that describes the Maintenance Contractor's managerial approach, strategy, and quality procedures to maintain the Maintenance Elements and achieve all requirements of the COMA Documents. The MMP shall define the process for maintenance of the Maintenance Elements throughout the Maintenance Term. Unless otherwise agreed by TxDOT, the MMP shall be consistent with the maintenance approach and MMP submitted with the Proposal.

The MMP shall include Performance Requirements, measurement procedures, threshold values at which maintenance is required, inspection procedures and frequencies, and subsequent maintenance to address noted deficiencies, for each Maintenance Element, including impacts to adjacent and connecting roadways, in addition to the general sequence of Maintenance Services and schedule deadlines. The MMP shall identify response times to mitigate hazards and to repair Defects. The MMP shall be consistent with Exhibit 16, including the Performance Requirements and response times therein, and with all other COMA Documents. Maintenance Contractor shall update this plan at least annually, and more often as required.

The MMP shall also include a detailed process by which events are handled and processed including:

a) Notification: This includes event identification, notification triggers (periodic or inspection based), responsible individuals, and entities or individuals to be notified.
b) Classification: This includes how events are classified (i.e. by Maintenance Element or its function, safety impacts, Governmental Entities/public concern, etc.).

c) Action Plan: This includes developing a detailed plan based on event classification type listing all actions necessary to handle and close out the event.
d) Action: By event classification type, this includes a description of how the actions are carried out stating the responsible individuals and the duration it will take to complete such actions in accordance with the requirements of the COMA Documents.
e) Closure: This includes how the event is closed out stating necessary notification and the individuals to be notified for such event closure.
f) Documentation: This includes how events are entered, updated and closed in the MMS and other applicable data and communication systems.

The MMP shall include procedures for managing Maintenance Records, including appropriate measures for providing protected duplication of the records. Maintenance Records shall be kept for the Maintenance Term and shall be provided to TxDOT at the time the Project is delivered to TxDOT, at either the expiration of the Maintenance Term or earlier termination of the Agreement. All records obtained during the Warranty Periods shall be kept and provided to TxDOT at the end of the last Warranty Period.

The documents listed below are documents TxDOT currently uses and are strictly for "information purposes only" in the development of the MMP. TxDOT does not warrant or guarantee, in any way, the outcomes achieved by the Maintenance Contractor in using any of these documents.

a) Maintenance Operations Manual
b) Maintenance Management Manual
c) Roadside Vegetation Management Manual
d) Herbicide Operations Manual
e) Herbicide Recordkeeping Book
f) Traffic Operations Manual
g) Sign Crew Field Book
h) Highway Condition Report (HCR) Manual
i) Use of Right of Way (ROW) by Others Manual
j) Material Producer List
k) Public Assistance Guide FEMA 322
l) Emergency Relief Manual FHWA
m) Department's Function Code Chart 12

The MMP shall include a schematic clearly illustrating the limits, using Auditable Sections per Section 0130.

The MMP shall include procedures and schedules for the development and submission of the following maintenance reports:

a) Texas Traffic Assessment Program (TxTAP) Reports. Signing, striping and operational reports will be prepared annually.
b) Pavement Management Information System (PMIS). PMIS reports will be prepared annually.

c) Texas Maintenance Assessment Program (TxMAP) Reports. TxMAP reports will be prepared annually.

d) Lighting Reports. Inspection reports will be prepared annually for continuous lighting and high mast lighting features.

e) Quarterly Noncompliance Events Report.

In the event that the Authority assumes responsibility for the COMA, Maintenance Contractor shall promptly revise the MMP to include procedures and schedules for the development and submission of the following maintenance reports on an annual basis in lieu of the reports (a) through (e) listed above:

a) Maintenance Rating Program. The Maintenance Rating Program requires monthly inspection of 10% of the system selected on a random sample basis.

b) Capital Asset Management and Inspection Report. This is an annual report of the inspections performed on the Authority's assets during the previous year.

c) Pavement Management Report. This report provides the result of any pavement evaluation conducted during the previous year. It includes information about the International Roughness Index (IRI) and the Authority's Condition Rating System (CRS) as well as skid test results.

d) Overhead Sign Inspection Report. This report provides the results of the inspections of overhead sign structures conducted during the previous year. Every sign structure shall be inspected every five years, inspecting a portion of the structures each year. The inspection shall be expanded to include the Project structures. Adjustments and minor repairs are made during inspections.

e) Other Reports. - These are reports of special inspections that are conducted in response to assets exhibiting signs of abnormal wear or fatigue. Environmental studies are also conducted, when required, to comply with various issues, such as the Municipal Separate Storm Sewer System program. The Authority will notify TxDOT of the studies and provide a copy of the reports if requested by TxDOT.

0130 Auditable Sections

Maintenance Contractor shall implement the Authority's Station Marker System and shall establish Auditable Sections referenced to the station markers.

Maintenance Contractor shall prepare drawings identifying the Auditable Sections and shall submit them to TxDOT for approval as a condition precedent to commencing Maintenance Services. The drawings shall identify the boundaries of each Auditable Section and shall cross reference to an inventory describing each Maintenance Element of the Project contained within each Auditable Section.

0140 Incident Management

As part of the MMP, Maintenance Contractor shall prepare and implement an Incident Management Plan to address Incident and Emergency response, including:

- Procedures to identify Incidents and notify Emergency Services providers and establish traffic control for Incident management activities in a timely manner;

- Procedures for removal of stalled, broken down, wrecked or otherwise incapacitated vehicles from the travel lane, including coordination with Emergency Services/Law enforcement;
- Procedures to institute all measures to clear the Incident and return lane availability within one hour of notification;
- Procedures for cleanup of debris, oil, broken glass, etc. and other such objects foreign to the roadway surface;
- Procedures to identify, contain, and dispose all hazardous material spill;
- Procedures for automobile towing of Users' light and heavy vehicles at the Users' expense;
- Descriptions of contact methods, personnel available, and response times for any Emergency condition requiring attention during off-hours;
- Procedures to communicate Incident and Emergency information and response information to Maintenance Contractor's and TxDOT's public information personnel and notify the public of traffic issues related to Incidents and Emergencies

Maintenance Contractor shall prepare the Incident Management Plan and its subcomponents in coordination with and input from the governmental agencies that are responsible for responding to Incidents or for Emergency Services.

Maintenance Contractor shall train its personnel who may be involved in Incident or Emergency management in accordance with all Laws. Maintenance Contractor shall cause a trained member of staff to be on standby 24 hours a day seven days a week to coordinate Maintenance Contractor's response to any Incident or Emergency. Maintenance Contractor shall attend to Incidents with trained personnel, equipped to carry out the functions required. After inception of an Incident or Emergency, Maintenance Contractor shall commence the implementation of safety procedures (including road signing, information for Users, information for law enforcement agencies) as soon as practicable and in accordance with any applicable Performance Requirements.

Where an Incident or Emergency has an effect on the operation of the Project, Maintenance Contractor shall clear obstructions and repair damage to the Project in accordance with the procedures under the Incident Management Plan and under the supervision of the relevant Emergency Services if necessary, such that the Project is returned to normal operating standards and safe conditions as quickly as possible.

Where liquid or soluble material spills are involved, Maintenance Contractor shall take all necessary measures to minimize pollution of watercourses or groundwater. Where structural damage to structures is suspected, Maintenance Contractor shall cause a suitably qualified bridge engineer or specialist inspector to be available to evaluate the structure and to advise on temporary repairs and shoring needed to provide safe clearance of the Incident or Emergency. Where such an Incident or Emergency involves a personal injury, Maintenance Contractor shall not remove any vehicle or other item that may assist a potential investigation by Emergency Services until authorized to do so by the Emergency Services agency or agencies.

0150 Renewal Work

The MMP shall include Maintenance Contractor's proposals for Renewal Work. As part of the MMP, Maintenance Contractor shall prepare and submit, for TxDOT's review and approval, a

Renewal Work Submittal which includes the timing, scope, and nature of work that Maintenance Contractor proposes during each year. Maintenance Contractor shall set forth, by Maintenance Element:

- The estimated Useful Life;
- The description of the Renewal Work anticipated to be performed at the end of the Maintenance Element's Useful Life;
- A brief description of any Renewal Work anticipated to be performed before the end of the Maintenance Element's Useful Life including reasons why this work should be performed at the proposed time; and
- A schedule for the Renewal Work planned for the current year and for the next five-year period.

Within 60 days after issuance of Maintenance NTP1, as part of the MMP, the Maintenance Contractor shall submit the first Renewal Work Submittal to TxDOT for review.

Not later than 120 days before each anniversary of the Initial Maintenance Term Commencement Date thereafter, Maintenance Contractor shall prepare and submit, for TxDOT's review and approval, either: (a) a revised Renewal Work Submittal for the upcoming year or (b) the then-existing Renewal Work Submittal, accompanied by a written statement that Maintenance Contractor intends to continue in effect the then-existing Renewal Work Submittal without revision for the upcoming year (in either case, referred to as the "updated Renewal Work Submittal"). Maintenance Contractor shall make revisions as reasonably indicated by experience and then-existing conditions respecting the Project, changes in technology, changes in Maintenance Contractor's planned means and methods of performing the Renewal Work, and other relevant factors. The updated Renewal Work Submittal shall show the revisions, if any, to the prior Renewal Work Submittal and include an explanation of reasons for revisions. If no revisions are proposed, Maintenance Contractor shall include an explanation for the lack of revisions.

0160 Maintenance Management System

Maintenance Contractor shall implement a computer based Maintenance Management System (MMS), compatible with TxDOT's MMS, to record inventory, failures, repairs, maintenance activities, inspections performed, and record of all Noncompliance Events.

The MMS shall include relevant Maintenance Element information, including location to the nearest tenth mile, using the posted reference marker number, Geographic Information System data and control number for bridge class structures, asset description, date of installation, type of failure, date-time of failure, date-time of response to the site and date-time returned to service, preventive maintenance work, scheduled work, work repair code, time of failure, to time of repair. The MMS shall be configured to report work by TxDOT "function code" shown in Attachment 7, Maintenance Element, reference marker, and unit of measurement, as the same described in the MMS user manual, to categorize the Maintenance Services performed by the Maintenance Contractor.

The MMS shall be able to record all complaints and service requests. The Maintenance Contractor shall report weekly to TxDOT, in a format approved by TxDOT, information on any complaints or service requests received by the Maintenance Contractor. This information will include the following:

- The date and time of the complaint;

- The location and nature of the problem;
- Injuries and police involvement, including agency, name and badge number;
- Who made the complaint; and
- Date and action taken to address the complaint.

The MMS shall be able to record all accidents and Incidents. The Maintenance Contractor shall report in writing to TxDOT, no later than the 15th of each calendar month in a format approved by TxDOT, information from the previous month on any accident or Incident related to Maintenance Services being performed by Maintenance Contractor or within a work zone, including:

- Accidents involving the Maintenance Contractor or any Subcontractor personnel, equipment, barricades or tools;
- Traffic accidents within the limits or in the vicinity of any Maintenance Services being performed by Maintenance Contractor or any Subcontractors;
- Releases of Hazardous Materials;
- Any accident involving the Maintenance Contractor or the traveling public that causes damage to any Project appurtenance, structure, improvement or fixture.
- With respect to any accident or Incident, the information provided shall include as a minimum:
    - The date and time of the accident or Incident;
    - The location of the problem;
    - The nature of the problem;
    - All parties involved in the Incident, including names, addresses, telephone numbers and their involvement (including witnesses);
    - Responsible party and insurance information;
    - Action taken to address the Incident; and
    - Documentation of traffic control in place at location.

When a Maintenance Element is constructed, installed, maintained, inspected, modified, replaced or removed, Maintenance Contractor shall update the MMS within three days of completion of such work. Defects shall be recorded on the MMS within three days of coming to the attention of Maintenance Contractor. All other recording requirements shall be recorded on the MMS within 15 days of completion or occurrence of the relevant activity.

The MMS shall be fully populated and operational prior to the commencement of Maintenance Services and kept updated and operational for the duration of the Maintenance Term. Maintenance Contractor shall provide equipment, facilities and training necessary to permit remote, real-time, dedicated high-speed access to the MMS, via one terminal each, for TxDOT. Maintenance Contractor shall handover the MMS and everything required for its operation to TxDOT, or other entity as directed by TxDOT, upon expiration or earlier termination of Maintenance Term.

0170 Maintenance Services Quality Control Plan (Maintenance Services QCP)

Within 60 days after issuance of Maintenance NTP1, Maintenance Contractor shall submit a comprehensive quality control plan (Maintenance Services QCP) to TxDOT for approval that is consistent with and expands upon the preliminary Quality Management Plan (QMP) submitted with the Proposal.

The Maintenance Services QCP shall capture all Work performed by Maintenance Contractor and its Subcontractors and shall contain detailed procedures for the Maintenance Contractor's quality control activities including a complete description of the quality policies and objectives that Maintenance Contractor shall implement throughout its organization. The policies shall demonstrate Maintenance Contractor senior management's commitment to implement and continually improve the maintenance quality system.

The Maintenance Services QCP shall contain detailed descriptions of the inspection and test plans, including the timing and frequency of testing, as well as detailed systems and procedures for the following:

- Control of quality records
- Management reviews
- Resource allocation
- Measurement of customer satisfaction
- Control of nonconforming products and services
- Internal audits

Maintenance Contractor shall update the Maintenance Services QCP as needed to ensure current versions of the following information are contained in said plan:

- The organizational chart that identifies all quality management personnel, their roles, authorities and line reporting relationships;
- Descriptions of the roles and responsibilities of all quality management personnel and those who have the authority to stop activities;
- Identification of testing agencies, including information on each agency's capability to provide the specific services required for the activities, certifications held, equipment, and location of laboratories; and
- Resumes for all quality management personnel.

Maintenance Contractor shall revise its Maintenance Services QCP when its own quality management organization detects a repeating or fundamental non-conformance in the work performed or in the manner the Maintenance Services are inspected or tested, or when TxDOT advises the Maintenance Contractor of such a problem.

The Maintenance Services QCP shall be consistent with current versions of ISO standards relating to quality and audit as updated by the International Standards Organization. Maintenance Contractor may elect to obtain formal ISO quality certification, but will not be required to do so.

Quality terminology, unless defined or modified elsewhere in the COMA Documents, shall have the meaning defined in BS ISO 9001. Terms used in BS ISO 9001 shall have the meanings defined below:

- Organization - the Maintenance Contractor's organization, including any Affiliates and Subcontractors

- Customers - the Users of the roadways, TxDOT, Customer Groups, and key stakeholders that have an adjacent property interest or connecting roadway
- Suppliers - Contractors
- Product - Maintenance Services
- Quality control - the part of quality management focused on fulfilling quality requirements
- Quality Management Plan - the Maintenance Services QCP

Maintenance Contractor shall make all quality records available to TxDOT for review upon TxDOT's request and shall submit to TxDOT the results of all internal audits within seven Days of their completion.

Maintenance Quality Manager shall be responsible to see that the methods and procedures contained in approved Maintenance Services QCP are implemented and followed by Maintenance Contractor and Subcontractors in the performance of the Maintenance Services. Maintenance Quality Manager shall be a Registered Professional Engineer.

0180 Maintenance Safety Plan

Within 60 days after issuance of Maintenance NTP1, Maintenance Contractor shall submit to TxDOT for approval a comprehensive safety plan ("Maintenance Safety Plan") that is consistent with and expands upon the preliminary Safety and Health Plan submitted with the Proposal. The Maintenance Safety Plan shall fully describe the Maintenance Contractor's policies, plans, training programs, and work site controls to ensure the health and safety of personnel involved in the Project and the general public affected by the Project during the Maintenance Term.

Maintenance Contractor's Maintenance Safety Plan shall address procedures for immediately notifying TxDOT of all Incidents and Emergencies arising out of or in connection with the performance of the Maintenance Services, whether on or adjacent to the Project.

A safety manager shall be assigned to the Project. The safety manager shall be responsible for carrying out the Maintenance Contractor's safety plan and all safety-related activities, including training and enforcement of safety operations. The safety manager shall have the authority to stop all Maintenance Services. Upon TxDOT's approval, this position can be fulfilled by another employee of the Maintenance Contractor if the employee can meet all qualification requirements and can be available on site to the extent needed to perform the level of oversight deemed necessary for the work being performed. Requirements include:

- Roadway construction and safety enforcement experience;
- 10 years of progressive safety experience, five years of which must be safety management experience on similar operations and maintenance projects;
- Designation, at or before the Effective Date, as a Construction Health and Safety Technician by the Board of Certified Safety Professionals, or designation as a Certified Safety & Health Official, either of which may be substituted for two years of safety management experience;
- Completion of the OSHA #500 course – Trainer Course in OSHA Standards for Construction;
- Training and current certification for CPR and First Aid; and
- Completion of the following training sponsored by an accredited agency:

- Work zone traffic control
- Flaggers in work zones.

0190 Management of Communications between Maintenance Contractor and TxDOT
Within 60 days after issuance of Maintenance NTP1, Maintenance Contractor shall submit a comprehensive communications plan ("Maintenance Communications Plan") to TxDOT for approval that is consistent with and expands upon the preliminary communications plan submitted with the Proposal.

The Maintenance Communications Plan shall describe the processes and procedures for communication of Project information between the Maintenance Contractor's organization and TxDOT and shall describe how the Maintenance Contractor's organization will respond to unexpected requests for information, communicate changes or revisions to necessary Maintenance Contractor personnel, and notify TxDOT before and after changes are made to the COMA Documents.

Maintenance Contractor shall maintain and update the Maintenance Communications Plan as the Maintenance Term progresses.

0200 Maintenance Transition Plan
Within 60 Days after issuance by TxDOT of Maintenance NTP1, Maintenance Contractor shall submit a Maintenance Transition Plan to TxDOT and the Authority which includes the following items:

- Maintenance transition punch list
- List and status of equipment Warranties
- Vendors' test reports
- Maintenance Contractor's test reports
- Record Drawings for Renewal Work
- Maintenance Records (including NBIS records)
- Copies of Warranty and service contracts
- List of spare parts purchased as part of the Maintenance Services

At 60 days prior to the end this COMA, or promptly upon earlier termination, Maintenance Contractor shall submit an updated Maintenance Transition Plan to TxDOT for review and approval.

Maintenance Contractor shall coordinate the identification of Maintenance transition punch list items required to be completed by Maintenance Contractor prior to maintenance transfer. The Maintenance transition punch list shall include (a) estimated completion dates, (b) responsible party(s), and (c) items that must be completed prior to maintenance transfer. Maintenance Contractor shall be responsible to prepare (in conjunction with TxDOT), administer and complete all items on the Maintenance transition punch list to the satisfaction of TxDOT and the Authority prior to the transfer of maintenance responsibilities to TxDOT and the Authority.

The Maintenance Contractor shall coordinate with TxDOT to achieve a smooth transition of Maintenance Services to TxDOT and the Authority.

0210 Maintenance Document Management Plan

Maintenance Contractor shall establish and maintain an electronic document control system ("Maintenance Document Management Plan") to store, catalog, and retrieve all Maintenance Records in a format compatible with Texas Reference Marker System used by TxDOT. Unless otherwise directed by TxDOT, record retention shall comply with the requirements of the Texas State Records Retention Schedule.

0220 Maintenance Services Deliverables Schedule

Maintenance Contractor recognizes the importance of the schedules for defining the time-frame for the maintenance of the Maintenance Elements and the achievement of the milestones, monitoring the progress of Maintenance Services and denoting changes that occur. Within 60 days after issuance of Maintenance NTP1 and periodically thereafter as required under the COMA Documents, Maintenance Contractor shall prepare a Maintenance Services Deliverables Schedule and shall submit it to TxDOT for review and approval. Approval of the Maintenance Services Deliverables Schedule shall be a condition precedent to commencing Maintenance Services.

The Maintenance Services Deliverables Schedule shall include all Maintenance Services activities required under the COMA Documents, in sufficient detail to monitor and evaluate progress during the Maintenance Term(s) including maintenance and interfaces with other projects, third parties and Governmental Entities.

For each activity, Maintenance Contractor shall indicate the duration (in Days) required to perform the activity and the anticipated beginning and completion date of each activity. In addition, the Maintenance Services Deliverables Schedule shall indicate the sequence of performing each activity and the logical dependencies and inter-relationships among the activities.

The Maintenance Services Deliverables Schedule shall include a listing of all submittals as called out in the COMA Documents. Submittal activity durations shall include specific durations for TxDOT review and/or approval of the Maintenance Contractor's submittals as called out elsewhere in the COMA Documents.

With the exception of activities relating to Environmental Approvals by Governmental Entities, each activity depicting the Maintenance Contractor's maintenance operations shall have duration of not more than 20 Days, and not less than one Day, except as otherwise approved by TxDOT.

Maintenance Contractor shall update the approved Maintenance Services Deliverables Schedule to reflect the current status of the Project, including approved Change Orders or provide a notification of no change to the current schedule, on at least a monthly basis. Each Maintenance Services Deliverables Schedule update shall accurately reflect all activities as of the Effective Date of the updated schedule and shall include a schedule narrative report which describes the status of the Maintenance Services in detail.

The Maintenance Services Deliverables Schedule shall include a schedule for Renewal Work as set forth in the Renewal Submittal or most recent update thereto.

Maintenance Contractor shall submit a hardcopy of the schedule on full-size (11" x 17") color plot sheets, as well as an electronic version of the schedule in its native format for each submittal of the schedule along with a narrative.

0230 General and Specialist Inspections

Maintenance Contractor shall establish and implement an inspection plan and inspection procedures for a program of General Inspections and Specialist Inspections (as described in Table 1 below) of the Project to be included within the Maintenance Services Deliverables Schedule. The program of such inspections shall :

- Verify the continuing safety of the Project for Users;
- Prioritize timely detection and cure of Defect Hazard Noncompliance Events;
- Ensure that all Defect Hazard Noncompliance Events are detected timely and repaired such that the hazard to Users is mitigated within the applicable period given in the column entitled "Cure Period" in Table 1-1 of Exhibit 16;
- Ensure that all Noncompliance Events are detected timely and a mitigation action, remedy, or repair, as required under Section 0110, is achieved within the applicable period given in the column entitled "Cure Period" in Exhibit 16;
- Be responsive to reports or complaints received from Customer Groups;
- Take account of Incidents and Emergencies affecting the Project;
- Monitor the effects of extreme weather conditions; and
- Collate data to monitor performance of the Project and to establish priorities for future maintenance operations and Renewal Work.

Maintenance Contractor shall ensure that personnel performing inspections of road pavements and structures are certified as inspectors and/or raters in accordance with TxDOT's PMIS program or applicable certifying agency for the type of inspection being performed. Inspections, reviews, and testing performed with respect to Maintenance Services shall only be performed by personnel with appropriate training and qualifications, using appropriate equipment that is accurately calibrated and maintained in good operating condition at an AASHTO Materials Reference Laboratory (AASHTO R18, "Establishing and Implementing a Quality System for Construction Materials Testing Laboratories") accredited facility, or at a facility with comparable certification (e. g. ISO 17025, "General requirements for the competence of testing and calibration laboratories".)

Maintenance Contractor shall deliver to TxDOT not less than seven days' prior notice of any General Inspection or Specialist Inspection. TxDOT shall have the right, but not the obligation, to attend and observe any General Inspection or Specialist Inspection.

The periods stated in Exhibit 16 under the heading of Cure Period shall be deemed to start as set forth in Section 19.2.3.2 of the COMA. Maintenance Contractor shall investigate reports and complaints on the condition of the Project received from all sources. Maintenance Contractor shall record such reports and complaints as Maintenance Records.

Maintenance Contractor shall perform General Inspections in accordance with the MMP so that the repairs of all Defects are included in planned programs of work. General Inspections shall be conducted more frequently than, and are in addition to, Audit Inspections.

Maintenance Contractor shall record in the Maintenance Records details of the manner of inspection (e. g. center lane closure or shoulder), the weather conditions and any other unusual features of the inspection.

Maintenance Contractor shall undertake Specialist Inspections for Maintenance Elements listed in Table 1 and shall include the inspection results as Maintenance Records.

Table 1: Specialist Inspections

Maintenance Element	Specialist Inspection
All Maintenance Elements in Maintenance Element Category 'Roadway' in Attachment 2 to this Maintenance Specification	Annual survey and scoring of pavement condition for the entire Project, including mainlanes, ramps, and frontage roads, undertaken using automated condition survey equipment to measure all necessary criteria including: ruts, skid resistance and ride quality according to the requirements set forth in Exhibit 16
All Maintenance Elements in Maintenance Element Category 'Structures' in Attachment 2 to this Maintenance Specification	TxDOT will perform NBIS inspections as per FHWA regulations and at the frequency specified in FHWA regulations and shall provide reports of the inspections to the Maintenance Contractor and the Authority.
Pavement markings for all lane lines, edge lines, centerline/no passing barrier-line	Annual Mobile Retroreflectivity Data Collection 60 days before the first anniversary of the date of authorization to begin work and each year thereafter in accordance with Special Specification 8094 Mobile Retroreflectivity Data Collection for Pavement Markings.

Maintenance Contractor shall submit to TxDOT non-conformance reports within seven days of issuance and shall notify TXDOT of Nonconforming Work within two days of discovering the Nonconforming Work. TxDOT will issue a non-conformance report if TxDOT discovers any Nonconforming Work.

0240 Baseline Condition Score; Maintenance Contractor Audit Inspections

TxDOT will perform a baseline condition assessment for all Maintenance Elements listed in Table 2 below to establish a Baseline Condition Score at Substantial Completion for such Maintenance Elements, for the Components listed in Table 2 below, and overall, using the criteria in Table 2 and Table 3 below. This baseline condition assessment will be performed within 30 days after Substantial Completion. Maintenance Contractor will be notified at least three days prior to the date of the baseline condition assessment and is encouraged to accompany TxDOT during the assessment. This Baseline Condition Score will be used during the Initial Maintenance Term to apply Section 1-2.01 of Exhibit 16.

TxDOT will perform another baseline condition assessment to establish a new Baseline Condition Score approximately five years after Substantial Completion for all Maintenance Elements listed in Table 2 below, for the Components listed in Table 2 below, and overall, using the criteria in Table 2 and Table 3 below. This baseline condition assessment will be performed within 30 days after issuance of Maintenance NTP2. Maintenance Contractor will be notified at least three days prior to the date of the baseline condition assessment and is encouraged to accompany TxDOT during the assessment. If the score is adversely affected by any then-existing failures to meet Performance Requirements, TxDOT shall have the right to upwardly adjust the score to neutralize this effect in arriving at the new Baseline Condition Score. This Baseline Condition Score will be used during the Second and Third Maintenance Terms respectively to apply Section 1-2.01 of Exhibit 16.

For clarity, Maintenance Contractor's satisfaction of the Baseline Condition Scores in its Audit Inspections shall not excuse Maintenance Contractor from meeting the other Performance Requirements.

Maintenance Contractor shall undertake Audit Inspections of TxDOT's randomly selected Auditable Sections for audit purposes at least once quarterly, under a detailed schedule agreed

with TxDOT. The Audit Inspections shall be designed such that over a period of one year the sample sections are statistically valid for 100% of the assets. In the Audit Inspections, Maintenance Contractor shall assess and score the condition of each Maintenance Element listed in Table 2 of this Maintenance Specification.

Maintenance Contractor shall create a new Maintenance Record, in accordance with Exhibit 16, for each Maintenance Element physically inspected. Maintenance Contractor shall provide TxDOT seven days' prior written notice of the physical inspections associated with the Audit Inspections. TxDOT shall have the right, but not the obligation, to accompany Maintenance Contractor on each such physical inspection.

0250 Asset Condition Score by Maintenance Contractor

Within 10 days of the Audit Inspections, Maintenance Contractor shall determine its Asset Condition Scores, compare them to the Baseline Condition Scores, and measure the Asset Condition Scores according to the Performance Requirement thresholds set forth under "Asset Condition Score" in Table 1-2 of Exhibit 16.

Maintenance Contractor shall report to TxDOT an overall Asset Condition Score, an Asset Condition Score for each Component listed in Table 3, and an Asset Condition Score for each Maintenance Element listed in Table 3, to include all of the Auditable Sections inspected in the most recent Audit Inspection. Maintenance Contractor shall assess such Asset Condition Scores according to the measurement criteria set forth in Table 2 and the methodology set forth in Table 3.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Component - Asphalt Pavement					
Rutting (Do not count rutting associated with "Failures" below)	No rutting.	Minor < ¼" Flushing, Rock wearing	Moderate (¼" to ½") May be able to feel when crossing in vehicle	Major (> ½" to 1")	Severe (> 1")
Cracking (Do not count cracking associated with "Failures" below)	No cracking	Minor cracking (tight cracking that a seal would cover). All cracks sealed and no sealed areas wider than 3".	Moderate cracking (cracking wide enough to be crack sealed). Minor cracking throughout the section. All cracks sealed and sealed areas are wider than 3".	Major cracking (cracks wider than ½"). Moderate cracking throughout the section. May have some pumping or may have some squeegee seal areas.	Severe cracking (cracks wide than 1"). Major cracking throughout section. Substantial pumping and substantial squeegee seal areas.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Failures	No repairs of any type.	All patched and repaired areas are smooth and level. Small depressed areas, (gopher runs, settled areas, ant towns or etc.)	Moderate failures (small areas that have minor pavement movement and/or tight cracking that you will need to dig in near future). Several small depressed areas. Un-level repairs. Small open potholes.	Major failures (areas in need of repair, that have cracking and may have some pavement movement, needs repairs now). Have several moderate failures. Large open potholes.	Severe failure (areas that have loose pavement or missing pavement). Several major failures.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Ride (Settlement)	Very smooth with no humps, lumps or depressions.	Smooth with few minor humps, bumps or depressions. All patches are smooth and level.	Adequate with several minor humps, bumps or depressions. Some repairs are not smooth and level. May have 3 moderate humps, bumps or depressions (will feel sharpness in vehicle).	Rough with many moderate humps, bumps or depressions. Most repairs are not smooth and level. May have 2 locations that you feel the vehicle bottom out.	Unacceptable, causing a reduction in speed (Example: Open failure).

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Edges Raveling/ broken area first 1 foot of pavement and drop-off area foot off pavement.	No repairs made. May have complete edge seal.	Minor drop-offs (short lengths < 50' and < 2" deep) and/or minor broken edge (areas < 100' and up to 3" wide). All repaired.	Moderate drop-offs (short areas of < 50' and 2" to 4" deep. Long areas of minor drop-offs. Moderate broken edge (areas under 100' and up to 6" wide). Long areas of minor broken edge. Not all repaired.	Major drop-offs (over 4" to 6"). Long areas of moderate drop-offs. Major broken edge (areas over 6" wide). Long areas of moderate broken edge.	Severe drop-offs (over 6"). Long areas of major drop-offs. Long areas of major broken edge.
Shoulders Must be wider than 2'. Rating based on cracking, crack seal, patching and failures.	Very good condition no repairs made.	Pavement in good condition (few repairs) or very few repairs needed.	Pavement in fair condition (several repairs). Some minor repairs needed.	Pavement in poor condition major repairs needed.	Pavement is coming apart.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Component - Concrete Pavement					
Rutting	Concrete pavement will not be rated.				
Cracking/continusouly reinforced concrete pavement Do not rate cracking associated with large pop outs.	Has typical tight transverse cracking on 3'-6' spacing.	Minor Cracking, (typical transverse cracking on 3' -6' spacing with very minor spalls along cracks). May have a very few tight transverse cracks.	Moderate cracking (most transverse cracking closer than the typical 3' - 6' spacing). May have a very few minor longitudinal cracks.	Major cracking (several areas of tight transverse and longitudinal cracking, some may have very minor spalls along crack).	Severe cracking (wide transverse and longitudinal cracking, some may have minor pop outs).

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Cracking/jointed concrete pavement Do not count cracking associated with pop outs.	No cracking.	Minor cracking (a few tight transverse or longitudinal cracks). All cracks sealed, none wider than 3”.	Moderate cracking (transverse or longitudinal cracks that are wide enough to be sealed). A large amount of minor cracking. Some sealed and some unsealed. All cracks sealed, some wider than 3”.	Major cracking (transverse or longitudinal cracks that are wide enough to be sealed with some minor spalls). A large amount of moderate cracking. More unsealed than sealed.	Severe cracking (wide transverse or longitudinal cracks > ¾”. A large amount of major cracking.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Failures	No pop outs or punch outs. No repairs.	All repairs are smooth and level. No asphalt patches. No more than 3 very small pop outs (small pieces missing pavement, may be by joints).	Some rough repairs. May have some small pop outs patched with asphalt. More than 3 very small pop outs. No more than 3 small low severity punch outs (longitudinal and transverse cracks are tight and will have minor spalls).	More than 3 small low severity punch outs. No more than 3 moderate severity punch outs (longitudinal and transverse cracks are wide and will have spalls, needs repair in near future).	More than 3 moderate severity punch outs. Any high severity punch out (longitudinal and transverse cracks are wide and concrete will move under traffic or is missing).

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Ride	Ride smooth with no humps, bumps or rough joints.	Smooth with few minor humps, bumps or rough joints. All repairs are smooth and level.	Adequate with several minor humps, bumps or rough joints (will feel sharpness in vehicle).	Rough with many moderate humps, bumps or rough joints. Most repairs are not smooth and level. May have 2 locations that you feel the vehicle bottom out.	Unacceptable causing a reduction in speed (Example: open punch outs).
Edges	No repairs made.	Minor drop-offs (short lengths less than 50' and less than 2" deep) and/or all repaired.	Moderate drop-offs (short areas of less than 50' and 2" to 4" deep) Long areas of minor drop-offs. Not all repaired.	Unacceptable drop-offs > 50 feet in length and 2" to < 4".	Unacceptable drop-offs > 4".
Shoulders	Very good condition, no repairs made.	Pavement in good condition (few repairs) or very few repairs needed.	Pavement in fair condition (several repairs). Some minor repairs needed.	Pavement in poor condition, major repairs needed.	Pavement is coming apart.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Component - Traffic Operations					
Raised Pavement Markers	Markers like new with none missing. Placed on standard placement.	Most in place, may have a few missing or obviously non-reflective cracked or pressed into adhesive.	Most in place, maximum of 10% missing or obviously non-reflective, cracked or pressed into adhesive or adhesive over reflective face.	Many missing, maximum of <25% missing or obviously non-reflective, cracked or pressed into adhesive or adhesive over reflective face.	Most >25% missing or non-reflective or no markers installed.
Large Signs (Installed on I or H beams or sign bridge)	Signs like new, with all back ground, lettering, borders and shields clean and reflective. No damage.	Signs generally good; background, lettering, borders and shields may be slightly faded. May have very minor damage.	Signs borderline acceptable; background, lettering, borders and shields may be slightly faded or mildewed. May have some damage.	Signs unacceptable with dirt or mildew. May be faded or have substantial damage. May have one or two high or low bases.	Signs totally unacceptable with severe dirt, mildew or fading. May be damaged or totally knocked down. Several bases are high or low.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Small Signs (Chevron are signs)	Signs like new, on standard posts, no repairs needed. All straight.	All on standard supports. Very minor repairs needed. All required signs are in place. No high or low bases. Most are straight.	All on standard supports, < 50% leaning or with dirty, damaged or bad sign faces. No high or low bases.	All on standard supports, most leaning or dirty, damaged or bad sign faces. One non-regulatory sign may be missing. Some may have high or low bases.	Signs not on standard supports or any regulatory sign missing or more than one other sign missing. Most all are leaning or have bad or damaged sign faces.
Striping Graphics	New or like new. All required graphics are in place and like new.	Stripes in very good shape with no obvious loss of reflectivity. All required graphics are in good condition.	Stripes in acceptable shape with some cracking or minor loss of reflectivity. May have crack seal slightly obscuring some stripe. Required graphics are present.	Stripes unacceptable with cracking, fading, or severely worn. May be substantially covered with crack seal material. Needs to be replaced. Graphics are missing.	Stripes totally unacceptable with severe cracking, fading or severely worn. Major loss of reflectivity. ANY road without a stripe.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Attenuator	New or like new to current standards with no damage.	Attenuator not damaged; may not be latest standard.	Attenuator functional but with very minor damage. May need painting.	Attenuator with moderate damage, but will still function as designed.	Attenuator that will not function as designed.
Delineators (OM3 or delineators)	Delineators, new or like new, straight, installed in accordance with standards. No repairs needed.	Delineators posts <50% slightly leaning or with some damaged and non-reflective delineators.	Delineators <50% slightly leaning and <50% delineators damaged or non-reflective, or most post slightly leaning, or most delineators non reflective.	Most post slightly leaning and delineators non reflective or one or two post bent, broken, down or missing.	Several bent, broken damaged or missing. Not installed in accordance with standards.
Shoulder Texturing Required on rural 4 lane divided (does not include inside the city limits)	Texturing in place like new.	May have in countered sealcoat not as effective as new. Profile Striping flattened down.	Seal over or patched over with level up, mill and inlay taking away effectiveness.	Most of texturing mill or patched over non-effective.	Missing on 4 lane divided.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Component - Roadside					
Vegetation Management	Vegetation recently mowed or of uniform height. No noxious weeds. No grass in pavement. May contain "non-mow" areas.	Vegetation generally good, of uniform height and with very little noxious weeds, May have obvious signs of herbicide application. May contain "non-mow" areas.	Vegetation acceptable. May have some small stands of Johnson grass or other noxious weeds. Or have short areas of grass in pavement. No sight distance problems. May contain "non-mow" areas.	Vegetation needs mowing with large stands of Johnson grass or other noxious weeds or have grass along edge of pavement or in some cracks. May have minor sight distance problems.	Vegetation unacceptable with large stands of Johnson grass or other noxious weeds. May have severe sight distance problems. Grass is over one foot into edge of pavement.
Litter	Project ROW clean with no or very minor litter. Litter not visible at posted speed limit.	Project ROW generally clean with only a few pieces of litter or debris visible at posted speeds.	Project ROW acceptable with one or two objectionable spots of litter or debris. Several single pieces of litter, or debris.	Project ROW unacceptable, with much litter or debris.	Project ROW totally unacceptable with large quantities of litter or debris.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Sweeping (Rate as needed)	Clean, no dirt debris or ice rock along curbs, turn lanes, or barriers.	Very minor dirt, ice rock, or debris along curbs, turn lanes, or barriers.	Some debris, dirt or minor ice rock along curbs, turn lanes or barriers.	Substantial quantities of dirt, debris and/or ice rock built up along barriers, turn lanes, or curbs. May cause minor drainage problem.	Debris built up along curbs, or turn lanes that would cause a hazard or drainage problem.
Trees and Brush	Trees trimmed to allow mowing beneath. No sight restrictions or sign obstructions. Project ROW neat. No trees in clear zone.	Trees generally trimmed. No sight restrictions or sign obstructions. May have some minor brush or trees in need of trimming.	Trees and brush may have substantial growth. No sight restrictions or sign obstructions. May have a few trees within clear zone.	Trees and brush un-kept. Tree limbs encroaching onto pavement or large trees > 5" within clear zone. May have sight restrictions or sign obstructions.	Trees and brush un-kept. Tree limbs encroaching onto travel lanes or large trees > 5" within clear zone. Has sight restrictions and/or sign obstructions.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Drainage	Ditches and channels like originally constructed, clear of silt or erosion. Vegetation as appropriates in ditches. No high shoulders.	Ditches and channels like originally constructed may have minor silt or erosion. Vegetation as appropriates in ditches. Minor spots of high shoulders.	Ditches and channels like originally constructed, may have some silt or erosion (pipes 50% full). Vegetation as appropriates in ditches. Several areas of high shoulders.	Substantial erosion or siltation in ditches or channels. Does not function as designed. Potential exists for additional erosion. High shoulders may trap water on pavement. Washouts around culverts, bridges and etc.	Extreme erosion or siltation in ditches or channels. Does not function as designed. Potential exists for additional erosion. Erosion has created a safety hazard. High shoulders may trap water in travel lanes.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Encroachments Access Control	No illegal signs, buildings, vehicles, etc. Encroaching on Project ROW. No apparent or frequent access control violations.	May have a few illegal signs, buildings, or vehicles slightly encroaching onto Project ROW. Does not cause a safety problem. May have very minor or infrequent access control violations.	May have illegal signs, buildings or vehicles encroaching onto Project ROW. They should not cause a safety problem, however it is apparent they have been there for a long period of time. May have one minor access control violation.	Has illegal signs, buildings or vehicles encroaching onto Project ROW. They are causing a safety problem and should be removed. May have one obvious access control violation.	Has illegal signs, buildings or vehicles encroaching onto Project ROW. They are causing a safety problem and should be removed. Has more than one obvious access control violation.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Guardrail (Rate as needed)	Guardrail like new, appropriately placed, installed to the latest standards.	Guardrail all functional. May have one minor dent or may not be the latest standard.	Guardrail all functional with several minor dents or out of alignment.	Guardrail has been hit and is not functional. Guardrail has standup ends instead of turn down or turn down instead of Guardrail End Treatment (GET). Guardrail is low.	Guardrail has major damage and should be repaired as soon as possible. Guardrail is required and not installed at bridge ends.
Guardrail End Treatments ("GETs") Does not include turndowns	GETs like new, in correct alignment and installed properly.	GETs still aligned properly may have minor damage to object markers	GET has minor damage but still functional.	GET damaged, not functional, needs repairs.	GET has major damage, needs replacement.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Mailboxes	Mailboxes straight, all on standard supports and hardware, with standard delineation.	Mailboxes all on standard supports and hardware, with standard delineation. Some leaning.	Mailboxes all on standard supports and hardware. Many leaning, some may not have standard delineation.	One or two mailboxes on nonstandard supports. Most other boxes are too standard. Missing or incorrect delineation.	Several mailboxes on non-standard supports, some are safety problems, most other not to standard.
Component - Bridges (Including approach slabs)					
Joints	Joints are clean and seals have no damage.	Joints or seals have 10% damage or debris.	Joints or seals have 20% damage or debris.	Joints are 30% dirty and seals are 20% damaged.	Joints are 50%, or more, dirty and/or seals are 30%, or more, damaged.
Curbs, sidewalks, railing	Like new, no damage or vegetative encroachment.	All functional. May have minor damage, but not considered structural.	Minor damage, but still functional with minor vegetation encroachment.	Damaged and not functional needs repairs. Vegetation encroachment indicating lack of maintenance.	Major damage needs replacing/repair. Excessive vegetation encroachment.
Drains	Clean and functioning properly.	Minor visible debris and functioning properly.	Visible minor debris at inlet and functioning properly.	Visible debris at inlet with limitations on proper function.	Clogging present and not functioning.

Table 2: Asset Condition Scoring System

Maintenance Element	Perfect 5	Above Average 4	Average 3	Below Average 2	Poor 1
Debris	No debris or ice rock on deck, caps, or around columns	Very minor debris or ice rock on deck, caps, and/or around columns.	Some debris, dirt or minor ice rock on deck, caps and/or around columns.	Substantial quantities of dirt, debris and/or ice rock on deck, caps, or around columns.	Debris built up causing a hazard or drainage problem.
Channel	Streambed & embankment are clean & free of obstructions. No presence of scour.	No erosion or obstructions. Channel protection system(s) functioning properly. Trees not encroaching. No vegetation in riprap.	Minor erosion and obstructions visible. Trees and vegetation present, but not obstructing drainage, encroaching or catching debris. No scour.	Erosion, scour and obstructions need correcting. Trees and vegetation present and obstructing drainage, encroaching or catching debris.	Undermining of footings/channel protection system and/or obstruction of channel.

Table 3: Sample Audit Inspection Asset Condition Scoring

		Audit Inspection Scores															
Component[1]	**Maintenance Element**	**#1**	**#2**	**#3**	**#4**	**#5**	**#6**	**#7**	**#8**	**#9**	**#10**	**#11**	**#12**	**Average**	**Maintenance Element Score[2]**	**Weighted Factor[5]**	**Maintenance Element Composite Score[3]**
Pavement	Rutting	5	4	4	4	5	4	5	4	4	5	4	4	4. 33	86. 7%	9	7. 80
	Cracking	4	5	5	4	5	5	4	3	4	5	4	4	4. 33	86. 7%	10	8. 67
	Failures	4	4	5	4	5	4	5	5	5	4	5	3	4. 42	88. 3%	11	9. 72
	Ride	4	4	4	5	4	5	4	5	4	5	4	4	5. 00	100. 0%	6	6. 00
	Edges	5	4	5	4	4	4	5	4	5	4	5	4	4. 42	88. 3%	7	6. 18
	Shoulders	4	4	4	4	5	3	5	3	4	4	4	4	4. 00	80. 0%	7	5. 60
Component Score[4]																	87. 9%
Traffic Operations	Raised Pavement Markers	4	4	4	3	4	4	4	3	4	4	4	4	3. 83	76. 7%	3	2. 30
	Signs - Large		4	4	4		5	4	5	4	4	4		4. 22	84. 4%	3	2. 53
	Signs - Small			3	4	3	4	4	4	4	4	3	4	3. 70	74. 0%	3	2. 22

Table 3: Sample Audit Inspection Asset Condition Scoring

		Audit Inspection Scores															
Component[1]	**Maintenance Element**	**#1**	**#2**	**#3**	**#4**	**#5**	**#6**	**#7**	**#8**	**#9**	**#10**	**#11**	**#12**	**Average**	**Maintenance Element Score[2]**	**Weighted Factor[5]**	**Maintenance Element Composite Score[3]**
	Striping, Pavement Graphics	5	4	4	5	4	4	4	5	4	4	5	4	4. 33	86. 7%	5	4. 33
	Attenuators	4	4	3		5		5	4	4	3	4	5	4. 10	82. 0%	3	2. 46
	Delineators	4	4	4	3	4	5	5	4	5	5	5	5	4. 42	88. 3%	2	1. 77
	Shoulder Texturing	3	3	4	4	3	4	5	5	4	4	4	4	3. 92	78. 3%	1	0. 78
Component Score[4]																	82. 0%
Roadside	Vegetation Management	3	3	2	2	2	2	2	2	3	3	3	3	2. 50	50. 0%	2	1. 00
	Litter	3	3	3	3	3	4	3	3	3	3	3	3	3. 08	61. 7%	1	0. 62
	Sweeping	3	3	3	3	4	4	4	4	4	4	4	4	3. 67	73. 3%	1	0. 73
	Trees and Brush	4	4	4	5	5	4	5	4	5	4	5	4	4. 42	88. 3%	1	0. 88
	Drainage	3	4	4	4	4	4	4	4	4	4	3	4	3. 83	76. 7%	3	2. 30
	Encroachments	5	5	5	5	5	5	5	5	5	5	5	5	5. 00	100. 0%	1	1. 00
	Guardrails	4	4			3	3	4	4	4	4	4	3	3. 70	74. 0%	3	2. 22

Table 3: Sample Audit Inspection Asset Condition Scoring

		Audit Inspection Scores															
Component[1]	**Maintenance Element**	**#1**	**#2**	**#3**	**#4**	**#5**	**#6**	**#7**	**#8**	**#9**	**#10**	**#11**	**#12**	**Average**	**Maintenance Element Score[2]**	**Weighted Factor[5]**	**Maintenance Element Composite Score[3]**
	Guardrail End Treatments	4	4			4	3	4	4	5	4	4	4	4. 00	80. 0%	2	1. 60
	Mailboxes	4												4. 00	80. 0%	1	0. 80
Component Score[4]																	74. 4%
Bridges	Joints	5	4	5	4	5	4	5	5	5	4	5	5	4. 67	93. 3%	5	4. 67
	Curbs, sidewalks, railing	5	5	4	4	4	4	5	5	5	5	5	5	4. 67	93. 3%	3	2. 80
	Drains	4	4	4	4	4	4	4	4	4	4	4	4	4. 00	80. 0%	2	1. 60
	Debris	4	4	4	4	4	4	4	4	4	4	4	4	4. 00	80. 0%	2	1. 60
	Channel	4				4	4			4			4	4. 00	80. 0%	3	2. 40
Component Score[4]																	87. 1%
Overall Score[6]																	84. 6%

Notes:
1. Weight of Components - Pavement (50%), Traffic Operations (20%), Roadside (15%), Bridges (15%)
2. Maintenance Element Score - Average of Audit Inspection Scores for the Maintenance Element/Maximum achievable score of (5)
3. Maintenance Element Composite Score – Maintenance Element Score X Weighted Factor
4. Component Score = Sum of Maintenance Element Composite Scores/Sum of Weighted Factors
5. If there are no ratings for a Maintenance Element then the multiplier will not be included in the Component calculation
6. Overall Score = Summary of Component Score X Weight of Components

Table 3: Sample Audit Inspection Asset Condition Scoring

		Audit Inspection Scores															
Component[1]	Maintenance Element	#1	#2	#3	#4	#5	#6	#7	#8	#9	#10	#11	#12	Average	Maintenance Element Score[2]	Weighted Factor[5]	Maintenance Element Composite Score[3]

0260 Hazardous Materials Management Plan (HMMP)

Maintenance Contractor shall prepare a HMMP for the safe handling, storage, treatment and/or disposal of Hazardous Materials, whether encountered at or brought onto the Project by the Maintenance Contractor, encountered or brought onto the Project by a third party, or otherwise, during the Maintenance Term. Maintenance Contractor shall submit the final HMMP to TxDOT for review and approval in its good faith discretion within 60 days after issuance of Maintenance NTP1; approval of the HMMP by TxDOT shall be a condition of commencement of Maintenance Services.

The HMMP shall provide the identification and contact information for designated responsible individuals in the management of Hazardous Materials, include procedures compliant with all applicable Environmental Laws and include, at a minimum:

a) Procedures for updating Material Safety Data Sheets, per OSHA requirements, for all chemicals used on the Project for the Maintenance Term;

b) Designated individuals responsible for implementation of the plan;

c) Procedures for identifying and documenting potential contaminated sites which might impact the Project or its operations or maintenance;

d) Procedures for mitigation of contamination during the operation and maintenance of the Project;

e) Procedures for developing a detailed spill response plan for the Maintenance Term;

f) Processes for training personnel for responding to and mitigating Incidents involving contamination or waste;

g) Provisions for appropriate storage and disposal of all waste encountered or disposed of on the Project for the Maintenance Term;

h) Provisions for a Hazardous Materials training module; and

i) Procedures for preparing an investigative work plan and site investigative report in the event that Hazardous Materials are discovered during operations or maintenance activities.

j) Procedures for ensuring that all applicable certifications, licenses, authorizations and Governmental Approvals for Maintenance Contractor personnel handling Hazardous Materials are current and valid through the duration of the Maintenance Term.

The HMMP shall include provisions for making all on-Site workers of Maintenance Contractor-Related Entities aware of and able to recognize the potential Hazardous Materials to which they may be exposed, limiting Maintenance Contractor's workers' exposure to Hazardous Materials and providing all necessary personal protection equipment to protect workers from exposure. The HMMP shall require Maintenance Contractor to provide any non-Maintenance Contractor personnel who visit the Project with the appropriate personal protection equipment.

The HMMP shall require that all personnel of Maintenance Contractor-Related Entities handling Hazardous Materials be trained and certified at least to the minimum requirements established under the current guidelines of OSHA 1910. 120 (HAZWOPER Training).

0270 Environmental Compliance and Mitigation Plan (ECMP)

Maintenance Contractor shall prepare an ECMP to document and fully detail compliance strategies and procedures to be employed in accordance with the requirements of applicable Environmental Laws and Environmental Approvals. Maintenance Contractor shall submit the

final ECMP to TxDOT for review and approval in its good faith discretion within 60 days after issuance of Maintenance NTP1; approval of the ECMP by TxDOT shall be a condition of commencement of Maintenance Services. The ECMP shall provide, at a minimum:

a) Procedures for maintaining the environmental commitments required to verify that any discharge from the Project into a sanitary sewer system complies with appropriate codes and standards of the sanitary sewer owner;

b) Procedures for identifying and mitigating any potential traffic noise caused by conducting Maintenance Services;

c) Procedures for providing all other environmental monitoring within the Site and submitting all necessary environmental documentation and monitoring reports to the appropriate Governmental Entities and, when applicable, to TxDOT, to the extent necessary to maintain compliance with applicable Environmental Approvals; and

d) Procedures for training personnel to avoid or take appropriate action to minimize environmental impacts caused by conducting Maintenance Services.

Maintenance Contractor shall meet the environmental requirements of Section 4 of the Technical Provisions during the performance of Renewal Work activities.

TRAFFIC MANAGEMENT

1100 General Requirements

Throughout the Maintenance Term, Maintenance Contractor shall conform with the requirements set forth herein, and shall provide for the safe and efficient movement of people, goods, and services, through and around the Project, while minimizing negative impacts to Users, residents, and businesses.

While planning and carrying out Maintenance Services, Maintenance Contractor shall take into account the restrictions (if any) set forth in Attachment 6 to this Maintenance Specification and shall coordinate its Traffic Management Plan (TMP) with the traffic management to be performed by others to minimize disruption to Users of the Project.

1110 (Not Used)

1120 Traffic Management and Control Plans

Within 60 days after issuance of Maintenance NTP1, Maintenance Contractor shall submit to TxDOT for approval a comprehensive traffic plan ("Traffic Management Plan" or "TMP") that is consistent with and expands upon the preliminary Traffic Management Plan submitted with the Proposal. The TMP shall be implemented, maintained and used throughout the Maintenance Term. At a minimum, the TMP shall include the following:

- Descriptions of the qualifications and duties of the traffic engineering manager, traffic control coordinator, and other personnel with traffic control responsibilities;
- Procedures to identify and incorporate the needs of transit operators, Utility Owners, Governmental Entities, local governmental agencies, Emergency Service providers, school districts, business owners, and other related Users, Customer Groups and stakeholders in the Project corridor and surrounding affected areas;
- Procedures for obtaining acceptance of detours, road and Lane Closures and other traffic pattern modifications from applicable Governmental Entities, stakeholders, and

adjacent sections of roads and adjacent landowners, and implementing, maintaining and removing those modifications;

- Procedures for installation, maintenance and removal of interim signing and the corresponding handling of permanent signing during maintenance operations;
- Procedures for installation, maintenance, replacement and removal of traffic control devices, including pavement markings and traffic barriers, if used;
- Procedures and process for the safe ingress and egress of construction vehicles in the work zone;
- Provisions to provide continuous access to established truck routes and Hazardous Material routes, and to provide suitable detour routes, including obtaining any approvals required by the appropriate Governmental Entities for these uses;
- Procedures to modify plans as needed to adapt to changing Project circumstances;
- Procedures to communicate TMP information to Maintenance Contractor's public information personnel and notify the public of maintenance of traffic issues; and
- Descriptions of contact methods, personnel available, and response times for any Emergency conditions requiring TxDOT attention outside of regular working hours.

Within 30 days after TxDOT's approval of the Traffic Management Plan, Maintenance Contractor shall prepare and submit, for TxDOT's review, traffic control plans as described herein. Each traffic control plan shall be submitted to TxDOT for review a minimum of 10 Days prior to implementation. The Authority shall have the right to conduct a concurrent review of the traffic control plans.

Maintenance Contractor shall use the procedures in the TMP and the standards of the TMUTCD to develop detailed traffic control plans that provide for all Maintenance Services, as well as all required switching procedures. The traffic control plans shall include details for all detours, traffic control devices, striping, and signage applicable to each maintenance activity. Information included in the traffic control plans shall be of sufficient detail to allow verification of design criteria and safety requirements, including typical sections, alignment, striping layout, drop off conditions, and temporary drainage. The traffic control plans shall clearly designate all temporary reductions in speed limits. Changes to posted speed limits will not be allowed unless specific prior approval is granted by TxDOT.

1130 Traffic Operation Restrictions

Maintenance Contractor shall keep the number of Lane Closures to an absolute minimum and shall keep each Lane Closure to the shortest time necessary for safe and efficient operations and in accordance with Attachment 6. If Maintenance Contractor violates such requirements and restrictions, Maintenance Contractor shall be subject to Lane Rental Charges for Lane Closures in accordance with Section 12.5 of the COMA.

Maintenance Contractor shall ensure that opposing traffic on a normally divided roadway shall be separated with appropriate traffic control devices, shall maintain signing continuity within the project and intersecting streets at all times, and shall ensure all streets and intersections remain open to traffic to the greatest extent possible.

Maintenance Contractor shall maintain access to all adjacent streets and shall provide for ingress and egress to public and private properties at all times.

1140 Construction Requirements

Traffic control during construction shall be in accordance with Maintenance Contractor's TMP, the manufacturer's directions or recommendations where applicable, and the applicable provisions of the TMUTCD.

Maintenance Contractor shall provide TxDOT the names of the traffic control coordinator and support personnel, and the phone number(s) where they can be reached 24 hours per day, seven days per week.

Maintenance Contractor shall maintain existing bicycle and pedestrian access and mobility with the frontage roads and across all cross streets. Maintenance Contractor shall maintain reasonable and safe access to existing transit stop locations during construction or reasonable alternative locations shall be provided.

Maintenance Contractor shall maintain all detours in a safe and traversable condition. Maintenance Contractor shall provide a pavement transition at all detour interfaces, suitable for the posted speed of the section.

1150 Public Information and Communications

It is vital to the success of the Project that TxDOT and the Maintenance Contractor gain and maintain public support. The public will better support TxDOT and the Maintenance Contractor if they are kept abreast of Project information in a timely manner, are notified in advance of potential impacts, have an opportunity to identify issues and recommend solutions, receive timely and appropriate feedback from the Maintenance Contractor, and perceive a high quality, well executed communications plan for keeping them informed, engaged, and educated.

Maintenance Contractor shall provide information within 24 hours of a request by TxDOT, such that TxDOT may communicate such information to interested parties.

Maintenance Contractor shall meet the requirements of Section 3 of the Technical Provisions during the performance of Renewal Work activities.

1160 Additional Requirements

If at any time TxDOT determines Maintenance Contractor's traffic control operations do not meet the intent of the TMP or any specific traffic control plan, Maintenance Contractor shall immediately revise or discontinue such operations to correct the deficient conditions.

1161 Rail

Should the Project cross a railroad ROW owned by an operating railroad, Maintenance Contractor shall coordinate the Maintenance Services with the operating railroad and shall be responsible for obtaining the required approvals, permits, and agreements as required for the Maintenance Services, including any railroad related Maintenance Services.

Whenever an agreement for construction, maintenance and use of railroad right-of-way between the operating railroad and TxDOT is required, Maintenance Contractor shall prepare all the documentation required to obtain the agreement, including preparation of the agreement application on behalf of TxDOT, the drawings and specifications, making necessary modifications as required, and preparation of the agreement. Maintenance Contractor shall submit the draft agreement to TxDOT for transmittal to the operating railroad. After all comments have been incorporated or satisfactorily resolved by Maintenance Contractor, the operating railroad and TxDOT, Maintenance Contractor shall submit a complete and final agreement to TxDOT for execution.

Maintenance Contractor shall arrange with the operating railroad for railroad flagging as required. Maintenance Contractor shall comply with the operating railroad's requirements for contractor safety training prior to performing Maintenance Services or other activities on the operating railroad's property.

Maintenance Contractor shall cooperate and coordinate with all operating railroads for access by the operating railroad and/or their agents to the rail right-of-way as necessary for rail maintenance and operations activities.

Maintenance Contractor shall procure and maintain railroad insurance in accordance with Exhibit 10 of the COMA.

Maintenance Contractor shall comply with all construction requirements and specifications set forth by the operating railroad.

Maintenance Contractor shall be responsible for scheduling the work to be completed by the operating railroad as well as the work to be performed by its own forces. Maintenance Contractor shall be responsible for all costs associated with the railroad work, including the operating railroad's charges for the work performed by its own forces.

1162 Aesthetics and Landscape

TxDOT and Maintenance Contractor acknowledge that installation and maintenance of landscape, in excess of the minimum landscaping necessary for erosion control, is not included in the current scope of Maintenance Services. However, if a structural or natural failure of the embankment or cut slope occurs in a landscaped area during the Maintenance Term, the Maintenance Contractor shall be responsible to install the minimum landscape necessary for erosion control.

ATTACHMENT 1: PERFORMANCE REQUIREMENTS

Table 1-1: Defect Hazard Noncompliance Events

Item No.	Item	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points		Cure Period	Interval of Recurrence
			Mainlanes	All Other Lanes		
1-1.01	Incident response	Respond to and initiate traffic control to secure sites of Incidents, Emergencies, accidents, and other events, situations or circumstances that result in a condition that is unsafe and/or may present a life threatening condition, such as at a minimum, fuel spills, debris, pavement failure (e.g. pot holes, etc.), flooding, guardrail failures, attenuator faults, and other events, situations or circumstances.	15	10	30 Min	30 Min
		Provide all necessary equipment, staff and resources to clean up and open the travel lanes at the sites of Incidents, Emergencies, accidents and other events, situations or circumstances such as, at a minimum, accidents, fuel spills, debris, pavement failure (e.g. pot holes, etc.), flooding, guardrail failures, attenuator faults, and other events, situations or circumstances after release by the Emergency Services agency in order to correct the event, situation or circumstance and provide a safe passage for the traveling public.	15	10	120 Min	Hourly
1-1.02	Roadway operations (broken down or stranded vehicles)	Notify law enforcement of broken down or stranded vehicles in travel lanes and initiate traffic control to secure the site until travel lanes are cleared. Assist in the removal of vehicles from the travel lanes.	10	5	30 Min	Hourly
1-1.03	Roadway surface	Remove and dispose of debris from travel lanes that would potentially cause a safety hazard to the traveling public, including at a minimum, large objects,	15	10	30 Min	30 Min

Item No.	Item	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points		Cure Period	Interval of Recurrence
			Mainlanes	All Other Lanes		
	debris - normal	dead animals and tires.				
1-1.04	**Roadway surface debris - extraordinary**	Debris too large to be removed within the above timeframe will require that the roadway be closed and then such debris shall be removed from the travel lanes. This closure shall comply with TxDOT standards.	15	10	2 Hours	Hourly
1-1.05	**Flexible pavement pot holes or rigid pavement spalls**	Manage the Project's pavement and respond with the necessary equipment and personnel to provide a temporary mitigation to any potholes or spalls that would potentially cause a safety hazard to the traveling public.	15	10	60 Min	Hourly
1-1.06	**Flooding of travel lane**	The travel way, including each ramp, is free from water to the extent that such water would represent a hazard by virtue of its position and depth. No portion of a lane (including any ramp lane) has standing water that exceeds the criteria listed in Section 12 of the Technical Provisions that would potentially cause a safety hazard to the traveling public.	15	10	30 Min	Hourly
1-1.07	**Guardrail**	Maintain the Project's guardrail sections and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged guardrail that would potentially cause a safety hazard to the traveling public.	10	5	24 Hours	24 Hours
1-1.08	**Attenuators**	Maintain the Project's attenuator systems and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged attenuator that would potentially cause a safety hazard to the traveling public.	10	5	24 Hours	24 Hours
1-1.09	**Signs (single or multi-post)**	Maintain the Project's single and multi-post signs systems and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged or down signs that would potentially cause a safety hazard to the traveling public.	10	5	2 Hours	Hourly
1-1.10	**Traffic signals**	Maintain the Project's traffic signal system and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged, down or malfunctioning traffic signal that would potentially cause a safety hazard to the traveling public.	N/A	5	30 Min	Hourly

Item No.	Item	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points		Cure Period	Interval of Recurrence
			Mainlanes	All Other Lanes		
1-1.11	**Highway light poles**	Maintain the Project's highway lighting system and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged or down light poles that would potentially cause a safety hazard to the traveling public.	10	5	60 Min	Hourly
1-1.12	**Barrier wall**	Maintain the Project's barrier wall sections and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged barrier wall section that would potentially cause a safety hazard to the traveling public.	10	5	60 Min	Hourly
1-1.13	**Bridge/ structure impact**	Maintain the Project's bridges/structures and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged bridge/structure that would potentially cause a safety hazard to the traveling public.	20	15	60 Min	Hourly
1-1.14	**Pavement failures**	Instances of failures do not exceed the failure criteria set forth in the Authority's Pavement Management Rating System, including potholes, base failures, punch-outs and jointed concrete pavement failures.	20	15	24 Hours	24 Hours

Notes:

Maintenance Contractor shall assume and execute TxDOT's responsibilities and duties as defined in the current and future agreements with local Governmental Entities along the Project corridor which define the requirements for construction, maintenance, and operation of traffic signal and lighting.

Table 1-2: Noncompliance Events

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
ASSET CONDITION SCORE						
1-2.01	**Asset Condition Score**	Maintain the Project to meet or exceed the stated overall Asset Condition Score in any quarterly Audit Inspection, as described in Tables 2 and 3 of this Exhibit 2 of the COMA.	An overall Asset Condition Score of at least ___%. If 0.1% points to 2.0% points below such overall Asset Condition Score, then:	4	60 Days	30 Days
			If more than 2.0% points to 4% points below such overall Asset Condition Score, then:	6	60 Days	15 Days
			If more than 4.0% points below such overall Asset Condition Score, then:	8	30 Days	7 Days
		Maintain the Project to meet or exceed the stated Maintenance Element Category Score for any Maintenance Element Category described in Tables 2 and 3 of this Exhibit 2 of the COMA, in any quarterly Audit Inspection, as described in Tables 2 and 3 of this Exhibit 2 of the COMA.	A Maintenance Element Category Score of at least: • ___% for Roadway-asphalt pavement; • ___% for Roadway-concrete pavement; • ___% for Traffic Operations • ___% for Roadside; and • ___% for Bridges. If 0.1% points to 2% points below any such Maintenance Element Category Score, then:	4	60 Days	30 Days
			If more than 2.0% points to 4.0% points below any such Maintenance Element Category Score, then:	6	30 Days	7 Days
		Maintain the Project to meet or exceed the stated Maintenance Element Composite Score for any	A Maintenance Element Composite Score of at least: • ___% for any Maintenance Element under the Roadway-asphalt pavement Maintenance			

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
		individual Maintenance Element described in Tables 2 and 3 of this Exhibit 2 of the COMA, in any quarterly Audit Inspection, as described in Tables 2 and 3 of this Exhibit 2 of the COMA.	Element Category; • ___% for any Maintenance Element under the Roadway-concrete pavement Maintenance Element Category; • ___% for any Maintenance Element under the Traffic Operations Maintenance Element Category • ___% for any Maintenance Element under the Roadside Maintenance Element Category; and • ___% for any Maintenance Element under the Bridges Maintenance Element Category. If 0.1% points to 2% points below any such Maintenance Element Composite Score, then:	4	60 Days	30 Days
			If more than 2.0% points to 4.0% points below any such Maintenance Element Composite Score, then:	6	30 Days	7 Days
MAINTENANCE ELEMENT CATEGORY – ROADWAY						
1-2.02	**Pavement - damaged**	Inspection of the pavement after major damage such as fire, fuel spill or other incident/event.	Conduct a visual inspection of the affected area.	2	24 Hours	24 Hours
			Provide written recommendation for remedial work to TxDOT within 10 days after the inspection of the affected area.	2	10 Days	24 Hours
			Complete repairs set forth in the written recommendation for the remedial work.	2	30 Days	7 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.03	**Pavement – Asset Condition Score**	All roadways to have a smooth surface course (including bridge decks, covers, gratings, frames and boxes) with adequate skid resistance and free from Defects. Measurements shall be conducted using procedures, techniques, and measuring equipment consistent with the Authority's Pavement Management Rating System. Measurements and inspections necessary to derive Asset Condition Score for pavement.	Maintenance Element Category Score for Pavement for 80% of Auditable Sections cannot fall below: a) Mainlanes and ramps – CRS = 7.5 b) Frontage roads – CRS = 6.8	6	30 Days	7 Days
			Maintenance Element Category Score for each Auditable Section cannot fall below: a) Mainlanes and ramps – CRS = 6.8 b) Frontage roads – CRS = 6.6	6	30 Days	7 Days
1-2.04	**Pavement - ruts**	All pavement sections to be measured using an automated device in compliance with TxDOT standards. 10-ft straight edge used to measure rut depth for localized areas.	Ruts – Mainlanes, shoulders, frontage roads & ramps: a) Mainlanes, shoulders and ramps – No more than 3% of wheel path length in each Auditable Section has ruts greater than ¼" in depth b) Frontage roads – No more than 10% of wheel path length in each Auditable Section has ruts greater than ¼" in depth c) No location has a rut greater than 0.5" in depth using the 10ft straight edge used to measure rut depth for localized areas.	6	30 Days	7 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.05	**Pavement - ride quality**	All pavement sections to be measured using the International Roughness Index (IRI) according to TxDOT standard Tex-1001-S, Operating Inertial Profilers and Evaluating Pavement Profiles. To allow for measurement bias, an adjustment of -10 (minus ten) is made to IRI measurements for concrete pavements before assessing threshold compliance. Renewal Work and new construction subject to construction quality standards.	Ride Quality - For 80% of all Auditable Sections measured, IRI throughout 98% of each Auditable Section is less than or equal to: a) Mainlanes, ramps – 95" per mile b) Frontage roads – 120" per mile	6	30 Days	7 Days
			Ride Quality - For each Auditable Section measured, IRI measured throughout 98% of Auditable Section of less than or equal to: a) Mainlanes, ramps – 120" per mile b) Frontage roads – 150" per mile c) Mainlanes, ramps, 0.1 mile average – 150" per mile d) Frontage roads, 0.1 mile average – 180" per mile e) No individual discontinuities greater than 0.75"	6	30 Days	7 Days
			Ride Quality - For each Auditable Section measured, IRI measured throughout 98% of each lane containing a a) bridge deck in any Auditable Section, 0.1 mile average – 200" per mile	6	30 Days	7 Days
1-2.06	**Pavement – failures**	Maintain the pavement sections and correct any instances of failures.	Pavement is maintained to ensure it is functioning as intended and in the case of a pavement failure, perform repairs/mitigation are performed that exceed the failure criteria set forth in the Authority's Pavement Management Rating System, including potholes, base failures, punch-outs and jointed concrete pavement failures.	8 8	Permanent Remedy: 28 Days Permanent Repair: 6 Months	Permanent Remedy: 10 Days Permanent Repair: 15 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.07	**Pavement – edge drop-offs**	Maintain the pavement section for edge drop-offs	Physical measurement of edge drop-off level compared to adjacent surface does not exceed an edge drop-off of 2".	8	10 Days	24 Hours
1-2.08	**Pavement – skid resistance**	All pavement sections to be measured using ASTM E274/E274M-11 Standard Test Method for skid resistance testing of paved surfaces at 50 MPH using a full scale smooth tire meeting the requirements of ASTM E524-08.	Mainlanes, shoulders and ramps – For all 0.5 mile sections with an average Skid Number below 30, investigate the potential risk of skidding accidents and take appropriate remedial action to obtain a Skid Number of __ or better.	8	7 Days	24 Hours
			Frontage roads – For all 0.5 mile sections with an average Skid Number below 30, investigate the potential risk of skidding accidents and take appropriate remedial action to obtain a Skid Number of __ or better.	6	7 Days	24 Hours
			When the Skid Number is below 25 and/or when required by the Wet Weather Accident Reduction Program, perform a site investigation and perform required corrective action to obtain a Skid Number of __ or better.	8	7 Days	24 Hours
			Instances where road Users warned of potential skidding hazard where remedial action is identified.	8	7 Days	24 Hours
1-2.09	**Crossovers and other paved areas**	Maintain all crossovers and other paved areas free of Defects	a) No Potholes of low severity or higher b) Base failures of low severity or higher	6	28 Days	10 Days
1-2.10	**Joints in concrete**	Maintain all joints in concrete paving so they are sealed and watertight.	All joints greater than ¼" are sealed.	6	30 Days	7 Days
		Longitudinal joint separation.	Measurement of joint width is no more than 1" and faulting no more than ¼".	6	30 Days	7 Days
1-2.11	**Curbs**	Maintain all curbs free of Defects.	Curbs do not have any length out of alignment greater than 1".	6	30 Days	7 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
MAINTENANCE ELEMENT CATEGORY – DRAINAGE						
1-2.12	**Pipes and channels**	Maintain each Maintenance Element of the drainage system.	Each Maintenance Element of the drainage system is maintained in its proper function by cleaning, clearing and/or emptying as appropriate from the point at which water drains from the travel way to the outfall or drainage way. Pipes and channels do not have more than 10% of cross section area obstructed.	4	30 Days	7 Days
1-2.13	**Drainage treatment devices**	Maintain all drainage treatment and balancing systems, flow and spillage control devices.	Drainage treatment and balancing systems, flow and spillage control devices function correctly and their location and means of operation are recorded adequately to permit their correct operation in Emergency. They are functioning correctly with means of operation displayed.	4	10 Days	5 Days
1-2.14	**Discharge systems**	Maintain surface water discharge systems.	Surface water discharge systems perform their proper function and discharge to groundwater and waterways complies with the relevant Laws and Governmental Approvals.	4	30 Days	7 Days
MAINTENANCE ELEMENT CATEGORY – STRUCTURES						
1-2.15	**Structures - having an opening**	Maintain all structures and perform inspection and assessment in accordance with the requirements of	Maintain and update all records as required in the TxDOT Bridge Inspection Manual	4	10 Days	5 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
	measured along the center of the roadway of more than 20 feet	Federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the TxDOT Bridge Inspection Manual, and the Federal Highway Administration's Bridge Inspector's Reference Manual. This inspection to be performed biennially by TxDOT and reports of the inspections to be provided to the Maintenance Contractor.	No occurrences of condition rating below seven for any deck, superstructure or substructure	8	30 Days	10 Days
1-2.16	**Other structural components; all non-structural items**		All expansion joints and deck drainage systems are free of dirt debris and vegetation, defects, loose nuts and bolts, defects in gaskets	4	30 Days	10 Days
			Parapets are free of loose nuts or bolts, blockages of hollow section drain holes, accident damage, graffiti and vegetation.	4	30 Days	10 Days
			Bearings and bearing shelves are clean.	4	30 Days	10 Days
			Sliding and roller surfaces are clean and greased to ensure satisfactory performance. Additional advice contained in bearing manufacturers' instructions in the Structure Maintenance Manual is followed. Special finishes are clean and perform to the appropriate standards.	4	60 Days	10 Days
			All non-structural items, such as hoists and electrical fixings, operate correctly, are clean and lubricated as appropriate and in accordance with the manufacturer's recommendation,s and all certifications of lifting devices are maintained.	4	60 Days	10 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.17	**Substructures and super-structures**	Maintain all structures and perform inspection and assessment in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the TxDOT Bridge Inspection Manual, and the Federal Highway Administration's Bridge Inspector's Reference Manual.	Substructures and superstructures are free of: graffiti, vegetation (except any intended landscape vegetation treatments), debris and bird droppings, blocked drains, weep pipes, manholes and chambers, blocked drainage holes in structural components, defects in joint sealants, defects in pedestrian protection measures, scour damage, corrosion of rebar, paint system failures, and impact damage	4	30 Days	10 Days
1-2.18	**Non-bridge class culverts**	Maintain all non-bridge-class culverts.	No vegetation or debris, and no more than 20% silt	4	30 Days	10 Days
			No defects in sealant to movement joints	6	15 Days	10 Days
			No scour damage	8	30 Days	10 Days
1-2.19	**Gantries**	Maintain sign / signal gantries	a) No loose nuts and bolts b) No defects in surface protection systems including painted or galvanized surfaces	6	30 Days	10 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.20	**Load ratings**	Perform load rating calculations in accordance with the Manual for Bridge Evaluation and the TxDOT Bridge Inspection Manual. Load restriction requirements as per the TxDOT Bridge Inspection Manual.	All structures maintain the design load capacity.	6	30 Days	10 Days
1-2.21	**Access points**	Maintain all structures access points	All hatches and points of access have fully operational and lockable entryways and none is left open or unlocked.	4	30 Days	10 Days
1-2.22	**Mechanically stabilized earth and retaining walls**	Perform inspection and assessment using Good Industry Practices of all mechanically stabilized earth and retaining walls	Mechanically stabilized earth and retaining walls are 95% free of blocked weep holes, vegetation (except any intended landscape vegetation treatments), defects in joint sealants, defects in pedestrian protection, scour damage, corrosion of reinforcing bars, paint system failure, concrete spalls and impact damage	4	30 Days	10 Days
			Parapets are free of loose nuts and bolts, blockage of drain holes, vegetation (except any intended landscape vegetation treatments), impact damage and concrete spalls	4	30 Days	10 Days
MAINTENANCE ELEMENT CATEGORY – PAVEMENT MARKINGS, OBJECT MARKERS, BARRIER MARKERS AND DELINEATORS						

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.23	**Pavement markings**	Maintain pavement markings and perform annual Mobile Retroreflectivity Data Collection (MRDC) in accordance with TxDOT's Special Specification 8094 Mobile Retroreflectivity Data Collection for Pavement Markings.	Pavement markings are clean and visible during the day and at night, whole and complete, and of the correct color, type, width and length, and are placed to meet the TMUTCD and TxDOT's pavement marking standard sheets. Pavement markings: a) Meet the minimum retroreflectivity 175 mcd/sqm/lx for white b) Meet the minimum retroreflectivity 125 mcd/sqm/lx for yellow c) Do not have more than 5% loss of area of material at any point d) Do not spread more than 10% of specified dimensions. e) Perform their intended function and comply with relevant regulations	4	60 Days	30 Days
1-2.24	**Raised pavement markers**	Maintain raised reflective pavement markers.	Pavement markers are clean and clearly visible, of the correct color and type, reflective or retroreflective as TxDOT standard, correctly located, aligned and at the correct level, firmly fixed and in a condition that will ensure that they remain at the correct level. Additionally: a) No more than 10 consecutive markers are ineffective (Ineffective includes missing, damaged, settled or sunk); b) A minimum of four markers are visible at 80' spacing when viewed under low beam headlights; and c) They are uniform (replacement rpms having equivalent physical and performance characteristics to adjacent markers)	4	30 days	15 Days
1-2.25	**Delineators and markers**	Maintain object markers, mail box markers and delineators.	95% of the delineators and markers are free from Defects, are clean and visible, are of the correct color and type, and are legible, reflective, straight and vertical. No more than 5% of delineators and markers are missing.	2	30 days	15 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
MAINTENANCE ELEMENT CATEGORY – GUARDRAILS, SAFETY BARRIERS AND IMPACT ATTENUATORS						
1-2.26	**Guardrail/ safety barriers, concrete barriers (temporary or permanent)**	Maintain the Project's guardrail, safety barriers, and concrete barriers sections and repair any damaged guardrail/safety barriers and concrete barrier .	All guardrails, safety barriers, concrete barriers (temporary or permanent) are free of Defects. They are appropriately placed and correctly installed at the correct height and distance from roadway or obstacles. Installation and repairs are carried out in accordance with the requirements of NCHRP 350 standards.	4 4	Permanent Remedy: 28 Days Permanent Repair: 6 Months	Permanent Remedy: 5 Days Permanent Repair: 15 Days
1-2.27	**Attenuators**	Maintain the Project's attenuators.	All impact attenuators are appropriately placed and correctly installed.	4 4	Permanent Remedy: 7 Days Permanent Repair: 6 Months	Permanent Remedy: 48 Hours Permanent Repair: 15 Days
MAINTENANCE ELEMENT CATEGORY – TRAFFIC SIGNS						

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.28	**Traffic signs**	Maintain signs at acceptable level of safety for the traveling public.	a) Retroreflectivity coefficient is not below the requirements of TxDOT's TMUTCD. b) Face damage does not exceed 5% of surface area. c) Placement of signs is in accordance with TxDOT's Sign Crew Field Book and shall not be twisted or leaning. d) Sign Information is of the correct size, location, type and wording to meet its intended purpose and any statutory requirements. e) Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical Defects. f) "Stop," "Yield," "Do Not Enter," "One Way" and "Wrong Way" signs are undamaged. g) Identification markers are provided, correctly located, visible, clean and legible. h) Sign mounting posts are vertical, structurally sound and rust free. i) All break-away sign mounts are clear of silt or other debris that could impede break-away features and shall have correct stub heights. j) Obsolete and redundant signs, per TMUTCD implementation requirements, are removed or replaced as appropriate. k) Visibility distances meet the stated requirements. l) All structures and elements of the signing system are kept clean and free from debris and have clear access provided. m) All replacement and repair materials and equipment are in accordance with the requirements of the TMUTCD. n) Dynamic message signs are in an operational condition.	4 4	Permanent Remedy: 7 Days Permanent Repair: 6 Months	Permanent Remedy: 2 Days Permanent Repair: 15 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
		Perform a bi-annual inspection of all signs on the Project and submit inspection reports to TxDOT.	Complete a daytime and nighttime inspection of all the signs on the Project on a bi-annual basis.	2	30 Days	7 Days
			Complete repairs identified in the inspection report.	4	30 Days	5 Days
MAINTENANCE ELEMENT CATEGORY – TRAFFIC SIGNALS						
1-2.29	**Traffic signal**	Maintain all traffic signals at acceptable level of safety for the traveling public.	Traffic signals and their associated equipment are clean and visible, correctly aligned and operational, free from damage caused by accident or vandalism, correctly aligned and operationa,l and signal timing and operation are correct.	4	5 Days	24 Hours
			Contingency plans are in place to rectify Defect Hazard Noncompliance Events not immediately repairable to assure alternative traffic control is provided during a period of failure.	4	2 Days	24 Hours
			Traffic signals are structurally and electrically sound.	4	30 Days	10 Days
MAINTENANCE ELEMENT CATEGORY – HIGHWAY LIGHTING						
1-2.30	**Highway lighting**	Maintain the highway lighting system.	Replace any light poles damaged or knocked down by traffic accidents or Incidents.	2	14 Days	24 Hours

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
		Perform a monthly inspection to monitor and maintain highway lighting.	a) Roadway lights - A minimum of ninety percent (90%) of the lights in the highway lighting system are operational and no more than two consecutive lights are out. b) Sign lighting – no such sign has more than one bulb not working. c) Complete repairs identified in the monthly inspection d) All lighting is free from Defects and provides acceptable uniform lighting quality. e) Lanterns are clean and correctly positioned. f) Lighting units are free from accidental damage or vandalism. g) Columns are upright, correctly founded, visually acceptable and structurally sound.	2	10 Days	24 Hours
		Maintain the electricity supply, feeder pillars, cabinets, switches and fittings.	Electricity supply, feeder pillars, cabinets, switches and fittings are electrically, mechanically and structurally sound and functioning.	2	10 Days	24 Hours
MAINTENANCE ELEMENT CATEGORY – FENCE, WALLS, AND SOUND ABATEMENT						
1-2.31	**Fence, walls and sound abatement**	Maintain fence, walls and sound abatement at an acceptable level of safety for the traveling public.	All fence, walls and sound abatement act as designed and serve the purpose for which they were intended.	6	30 Days	15 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.32	**Access gates**	Maintain all access gates locked during periods of no work activity.	All construction access gates are locked close at the end of each construction work day. No gates remain open or unlocked.	4	24 Hours	24 Hours
MAINTENANCE ELEMENT CATEGORY – ROADSIDE MAINTENANCE						
1-2.33	**Mowing**	Maintain roadside mowing at an acceptable level of maintenance.	a) 95% of all grassing (and weeds) in the urban areas has a height of between 5 in. and 18 in. Mowing begins before vegetation reaches the maximum height. b) Spot mowing at intersections, ramps or other areas maintains visibility of appurtenances and sight distance. c) Grass or vegetation does not encroach into or on paved shoulders, travel lanes, sidewalks, islands, riprap, traffic barrier or curbs. d) A full width mowing cycle is completed after the first frost. e) Wildflowers are preserved utilizing the guidelines in the mowing specifications and TXDOT Roadside Vegetation Manual.	2	24 Hours	24 Hours
1-2.34	**Herbicide program**	Maintain the Project at an acceptable level of service	A herbicide program is undertaken in accordance with the TxDOT Herbicide Manual to control noxious weeds and to eliminate grass in pavement or concrete	2	14 Days	7 Days
1-2.35	**Environmental Compliance**	Monitor wetland and other Environmental Approvals obtained during construction.	Comply with all requirements of Environmental Approvals obtained during construction, including monitoring and reporting requirements .	4	7 Days	3 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
		Monitor the Erosion Control and Storm Water Pollution Prevention Plan	Provide and maintain all erosion control features in accordance with the Design Documents and TxDOT standards.	4	7 Days	3 Days
1-2.36	**Protected species**	Monitor the Project to ensure that named species and habitats are protected.	Compliance with the required task	4	30 Days	30 Days
MAINTENANCE ELEMENT CATEGORY – SWEEPING AND CLEANING						
1-2.37	**Litter removal**	Keep the Project ROW in a neat condition, remove litter regularly. Pick up large litter items before mowing operations. Dispose of all litter and debris collected at an approved solid waste site	No more than 20 pieces of litter per roadside mile are visible when traveling at highway speed	2	5 Days	3 Days
1-2.38	**Road & bridge sweeping**	Conduct routine sweeping and maintenance operation on roadways and bridges.	a) Prevent dirt, ice, rock, debris, etc. on roadways and bridges from accumulating greater than 24" wide or 1/2" deep. b) Keep all channels, hard shoulders, gore areas, ramps, intersections, islands and frontage roads swept clean. c) Clear and remove debris from traffic lanes, hard shoulders, verges and central reservations, footways and cycle ways. Remove all sweepings without stockpiling in the right of way and dispose of at approved tip, provided temporary storage up to ___ hours is permitted prior to final disposal.	4	5 Days	3 Days
MAINTENANCE ELEMENT CATEGORY – PEDESTRIAN FEATURES						
1-2.39	**Concrete sidewalk and pedestrian curb ramps**	Maintain sidewalk, pedestrian curb ramps at acceptable level of safety for the traveling public.	All pedestrian elements act as designed, serve the purpose for which they were intended, and meet the performance requirements set forth in the TxDOT Design Standards and Americans with Disabilities Act (ADA) requirements.	2	30 Days	24 Hours
MAINTENANCE ELEMENT CATEGORY – AMENITY						

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.40	**Graffiti**	Maintain assets free of graffiti.	Graffiti is removed in a manner and using materials that restore the surface to like appearance of adjoining surfaces.	2	24 Hours	24 Hours
1-2.41	**Animals**	Monitor the Project for animals.	All dead or injured animals are removed from the pavement	6	2 Hours	1Hour
			All dead or injured animals are removed from the Project ROW.	6	24 Hours	24 Hours
1-2.42	**Abandoned vehicles and/or equipment**	Notify law enforcement for the removal of vehicles and/or equipment from within the Project	Notify law enforcement of any abandoned vehicles and/or equipment for the removal from the Project ROW.	4	24 Hours	24 Hours
SNOW AND ICE						
1-2.43	**Snow and ice**	Use reasonable efforts to maintain travel way free from snow and ice. .	Response time to complete manning and loading of spreading vehicles. a) For forecasted snow and ice events, spreading vehicles are manned and loaded prior to a designated activation time. b) For unexpected snow and ice events, spreading vehicles are promptly manned and loaded	6	1 Hour	30 Min
				6	2 Hours	30 Min
			Response time for snow and ice clearance vehicles to depart from base. a) For forecasted snow and ice events, manned and loaded vehicles are dispatched on or before occurrence of the event. b) For unexpected snow and ice events, manned and loaded vehicles arae dispatched within ___ minutes after inception of the event.	6	1 Hour	30 Min

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.44	**Weather forecasting**	Weather forecast information is obtained and assessed and appropriate precautionary treatment is carried out to minimize ice forming on the travel way.	Comply with Maintenance Management Plan (MMP) to prevent ice forming on the travel way.	6	1 Hour	30 Min
1-2.45	**Operational plans**	Implement snow and ice clearance operating plans to maintain traffic flows during and after snowfall and restore the travel way to a clear condition as soon as possible.	Comply with MMP for snow and ice clearance plans to maintain traffic flows during and after snowfall and restore the travel way to a clear condition as soon as possible.	2	1 Hour	1 Hour
INCIDENT RESPONSE						
1-2.46	**Incident response**	Monitor the Project and respond to Incidents in accordance with the MMP.	a) Response times met for 98% of Incidents measured on a 1 year rolling basis. b) No unresolved complaints from Emergency Services.	10	0	0
1-2.47	**Incidents involving Hazardous Materials.**	Monitor the Project and respond to Incidents involving Hazardous Materials.	Comply with the requirements of the MMP.	8	1 Hour	1 Hour

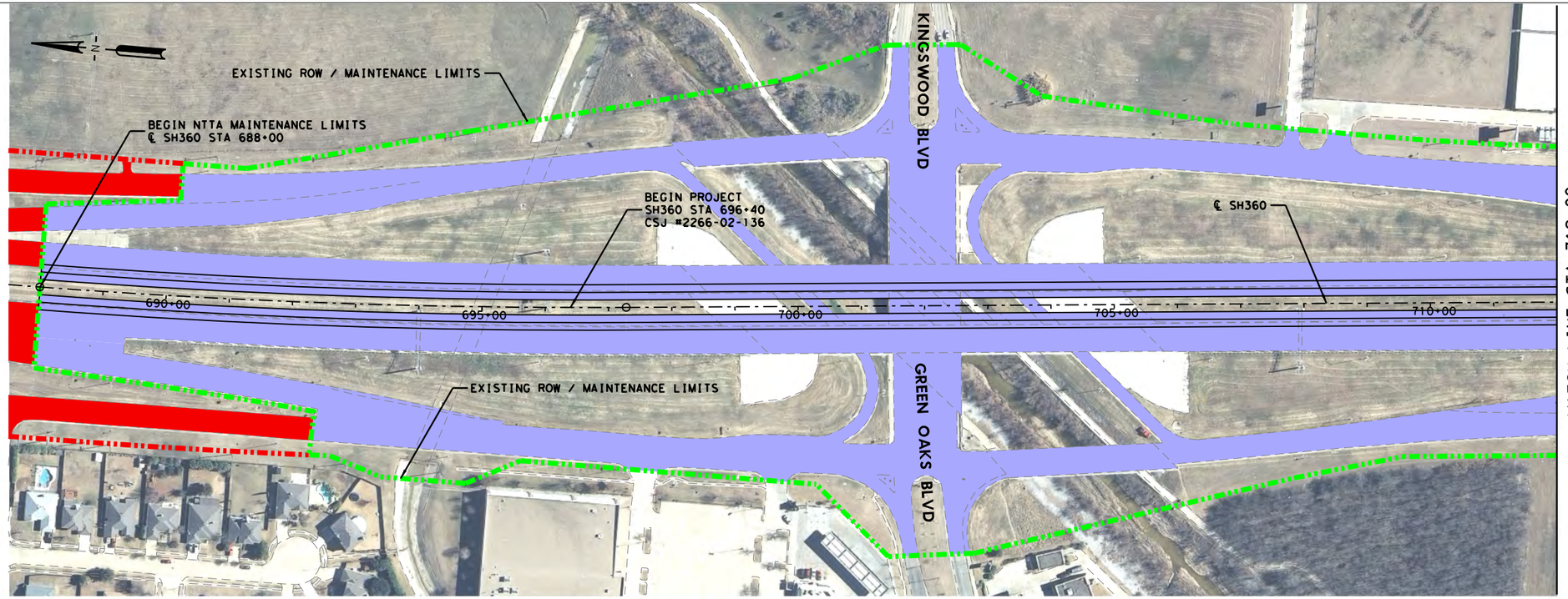
Note:

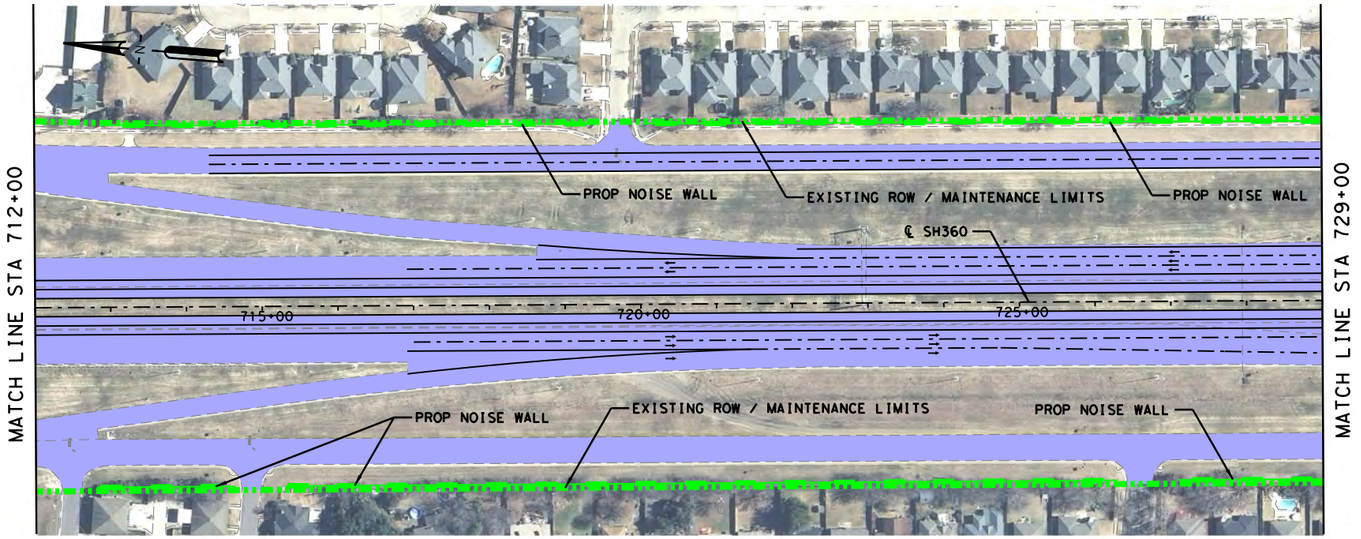
1. Maintenance Contractor shall assume and execute TxDOT's responsibilities and duties as defined in the current and future agreements with local Governmental Entities along the Project corridor which define the requirements for construction, maintenance, and operation of traffic signals, illumination, bus facilities, tolling, and roadway maintenance.

Table 1-3: Planning and Reporting Based Noncompliance Events

Item No.	Item	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-3.01	Reporting	Submit all reports relating to the Maintenance Services, including the annual reports, in the required format, with the content and within the time period required under the COMA Documents.	2	10 Days	5 Days
1-3.02	Reporting	Report to TxDOT on a daily basis any Lane Closures or reduced widths which give rise to Liquidated Damages for Lane Closures.	4	2 Days	1 Day
1-3.03	Reporting	Keep record of and report to TxDOT a Noncompliance Event as and when required under Section 19.2.1.1 and 19.2.1.3 of the Agreement.	10	10 Days	5 Days
1-3.04	Reporting	Provide information updates to the Maintenance Management Plan in accordance with Section 0120 of Exhibit 2 of the COMA.	2	10 Days	5 Days
1-3.05	Plan	Prepare and submit an Incident Management Plan and updates in accordance with Section 0140 of Exhibit 2 of the COMA.	?	?	?
1-3.06	Reporting	Implement the MMS and update the information on the MMS in accordance with Section 0160 of Exhibit 2 to the COMA	?	?	?
1-3.07	Plan - Safety	Prepare and submit a Maintenance Safety Plan and updates in accordance with Section 0180 of Exhibit 2 of the COMA.	4	3 Days	2 Days
1-3.08	Plan - Quality control	Prepare and submit a Maintenance Services Quality Control Plan and updates in accordance with Section 0170 of Exhibit 2 of the COMA.	2	10 Days	5 Days

1-3.09	Plan	Prepare and submit a Maintenance Document Management Plan and updates in accordance with Section 0210 of Exhibit 2 of the COMA.	?	?	?
1-3.10	Plan	Prepare and submit a Maintenance Services Deliverables Schedule and updates in accordance with Section 0220 of Exhibit 2 of the COMA.	?	?	?
1-3.11	Plan - Traffic management	Prepare and submit to TxDOT for its approval a Traffic Management Plan and updates in accordance with Section 1120 of Exhibit 2 of the COMA.	10	5 Days	5 Days
1-3.12	Plan - Traffic control plans	Prepare and submit a Traffic Control Plan to TxDOT 10 days before a planned maintenance activity involving a Lane Closure or revision to current traffic control.	6	1 Day	1 Day
1-3.13	Traffic control plans	Implement traffic control measures in a manner consistent with the Traffic Control Plan submitted for a planned maintenance activity.	12	30 Minutes	30 Minutes
1-3.14					
1-3.15	Plan - Renewal and replacement	Prepare and submit to TxDOT for review and comment a Capital Asset Replacement Work Submittal and updates in accordance with Section 3.3.2 of the COMA and Section 0150 of Exhibit 2 of the COMA.	2	14 Days	7 Days





SCALE
0 50 100 150 200 300

LEGEND

- ALIGNMENT
- MAINTENANCE LIMIT (NTTA)
- MAINTENANCE LIMIT (TXDOT)
- PAVEMENT MAINTAINED BY NTTA
- PAVEMENT MAINTAINED BY TXDOT
- TOLL GANTRY

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STATE HIGHWAY 360

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Fort Worth, Texas

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TBPE Registration No. F-1046

E. Sublett Road/W. Camp Wisdom Road to US 287

SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 1 OF 22

TXDOT CSJ NO. : 2266-02-136

MATCH LINE STA 729+00

EXISTING ROW / MAINTENANCE LIMITS

BEGIN CONSTRUCTION
SH360 STA 736+90.00
CSJ # 2266-02-136

730+00

735+00

740+00

745+00

PROP NOISE WALL

PROP NOISE WALL

EXISTING ROW / MAINTENANCE LIMITS

EXISTING ROW / MAINTENANCE LIMITS

℄ SH360

CAMP WISDOM RD

750+00

755+00

760+00

℄ SH360

MATCH LINE STA 761+00

E. SUBLETT RD

SCALE
0 50 100 150 200 300

LEGEND

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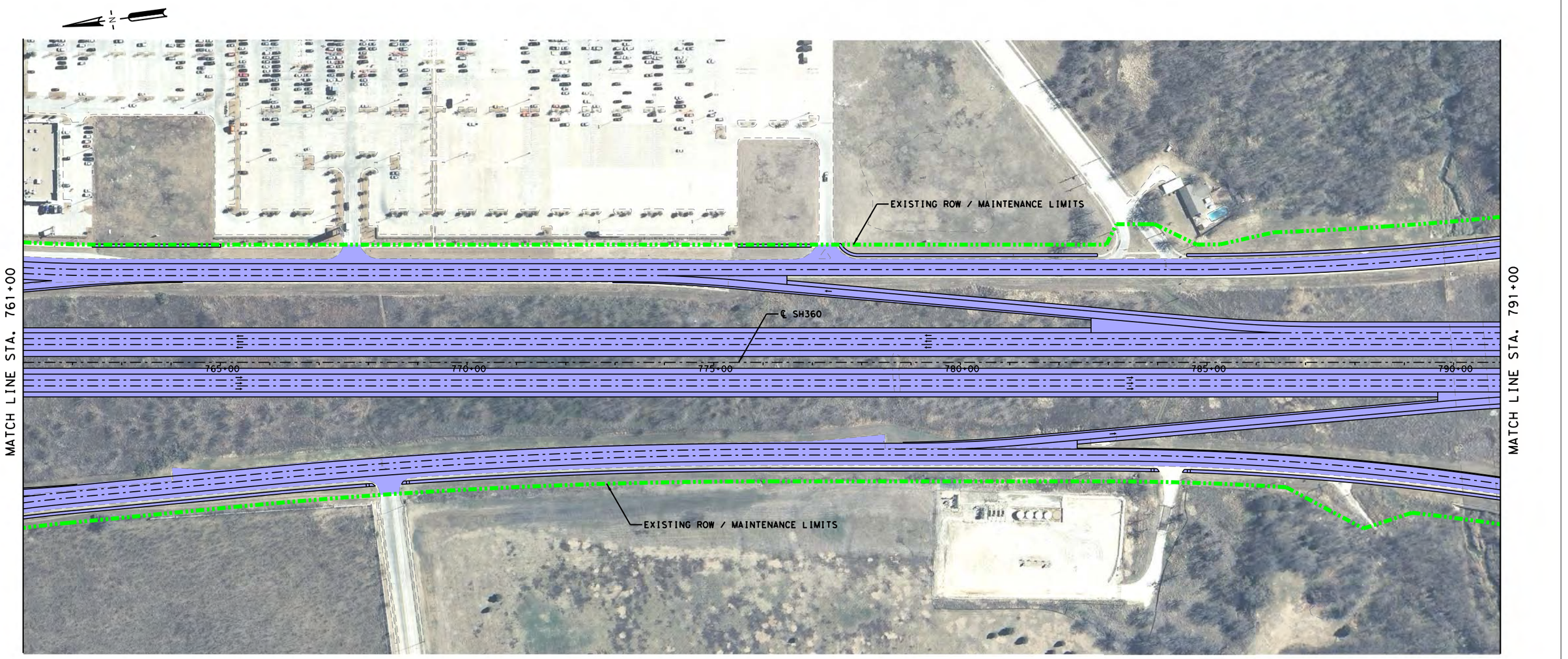
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014 | SHEET 2 OF 22

TXDOT CSJ NO. : 2266-02-136



SCALE
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LEGEND

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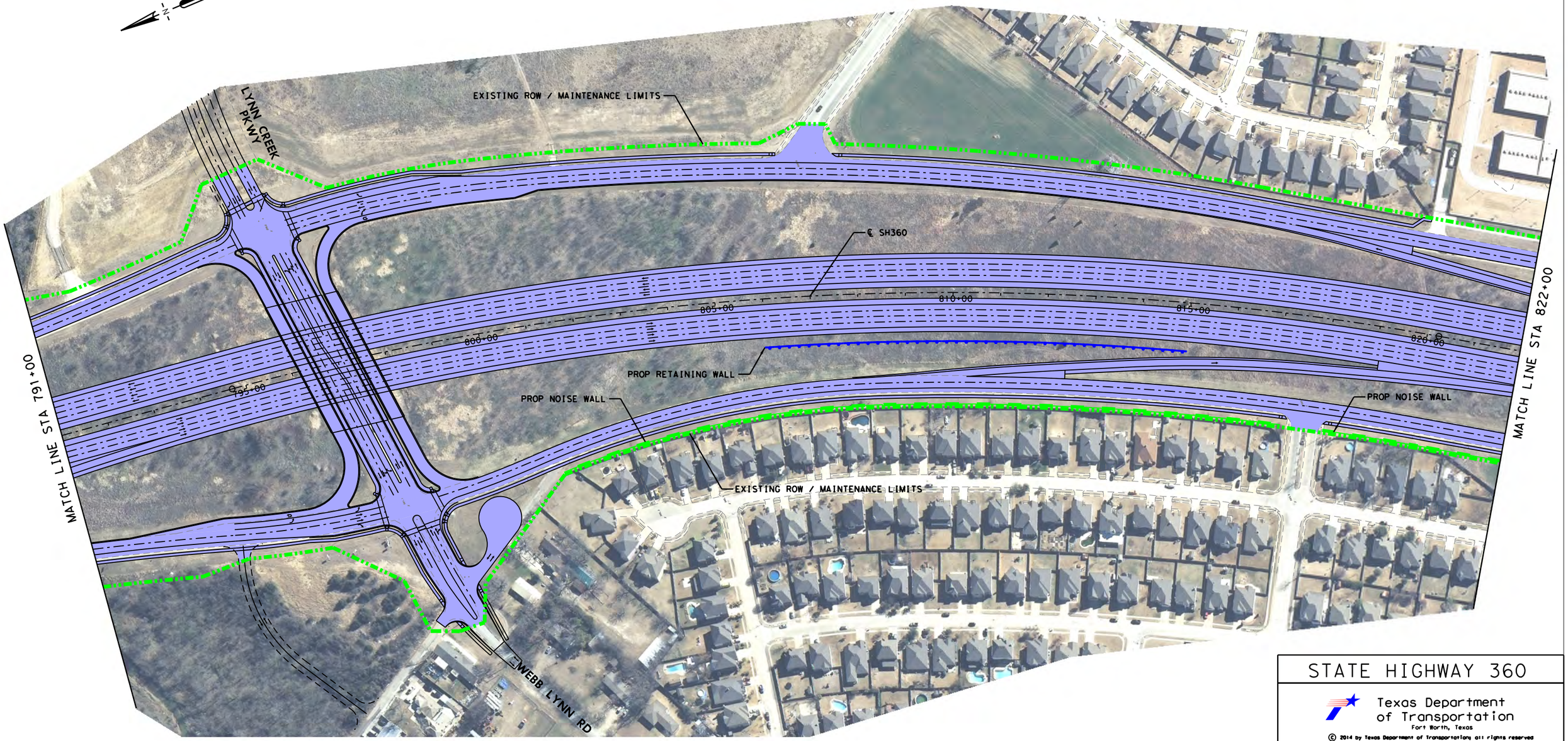
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 3 OF 22

TXDOT CSJ NO. : 2266-02-136



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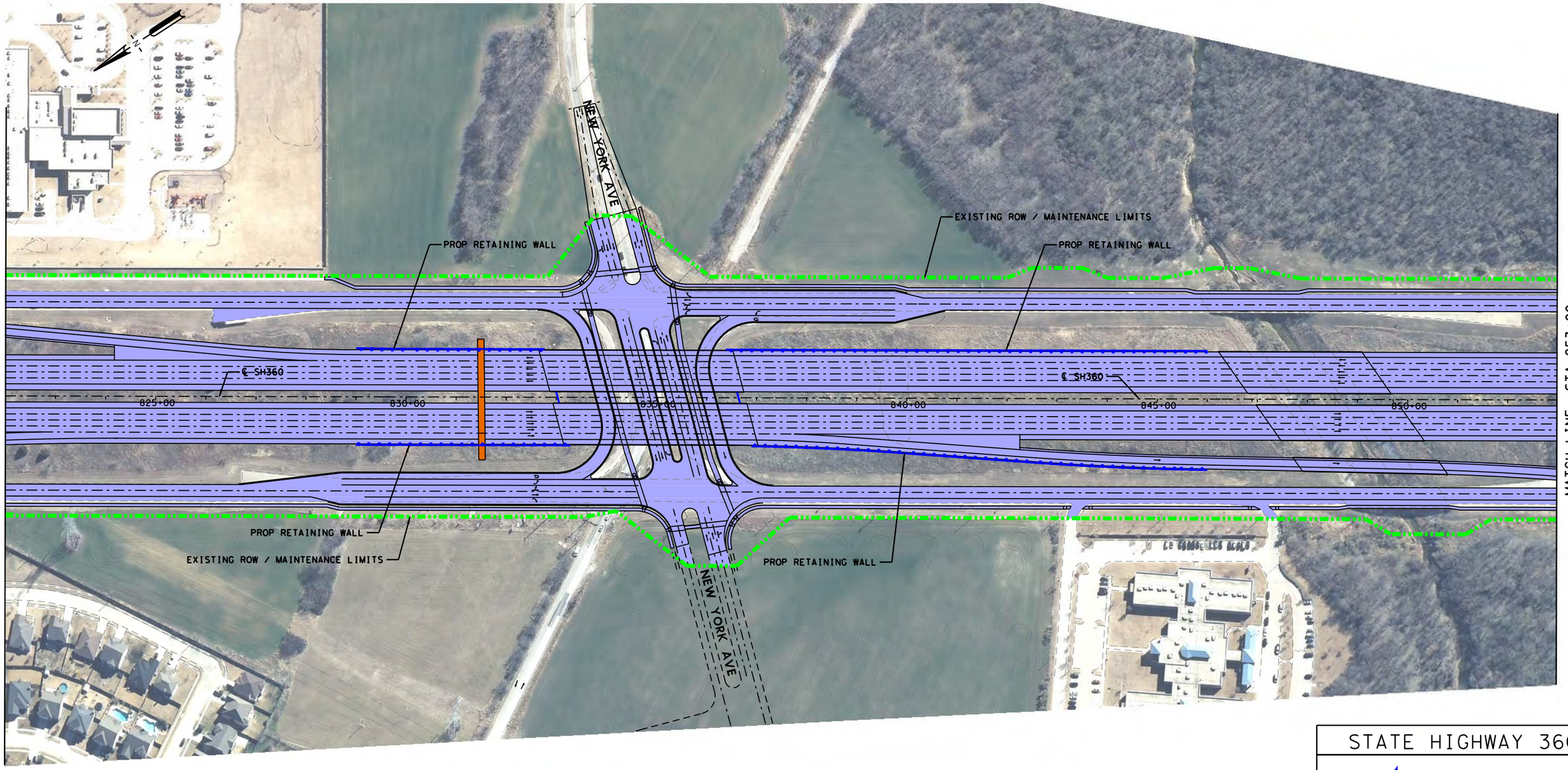
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014 | SHEET 4 OF 22

TXDOT CSJ NO. : 2266-02-136



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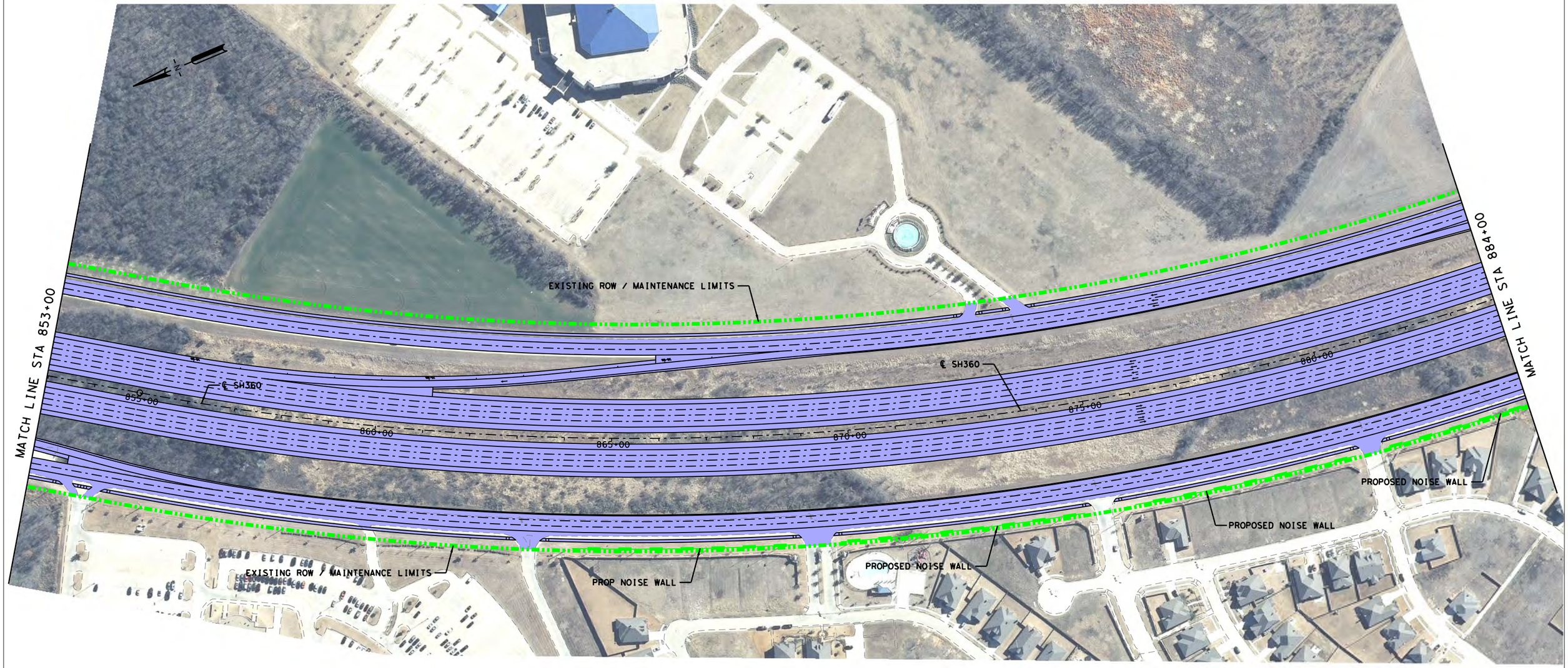
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 5 OF 22

TXDOT CSJ NO. : 2266-02-136



SCALE
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LEGEND

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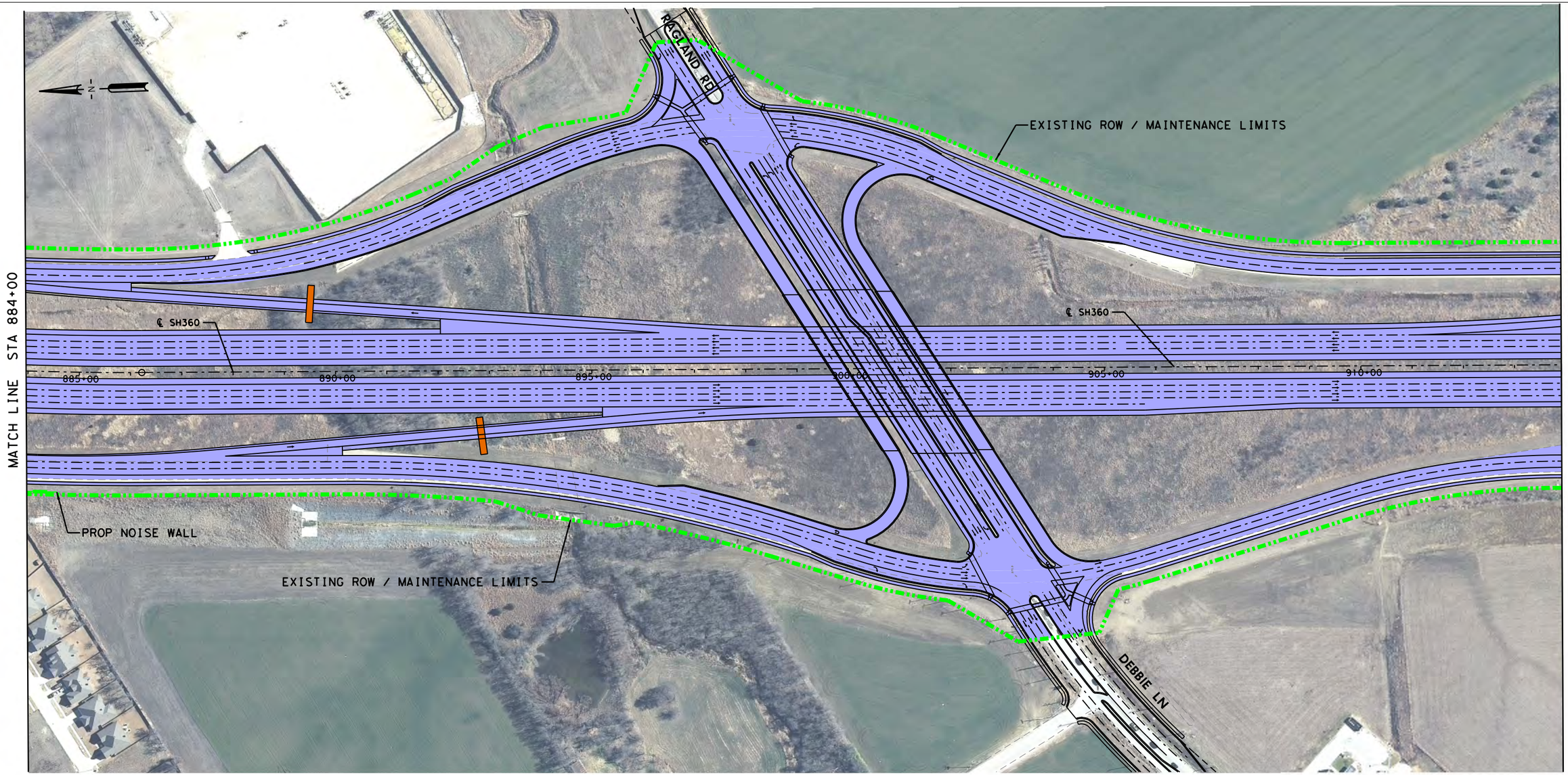
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 6 OF 22

TXDOT CSJ NO. : 2266-02-136



SCALE
0 50 100 150 200 300

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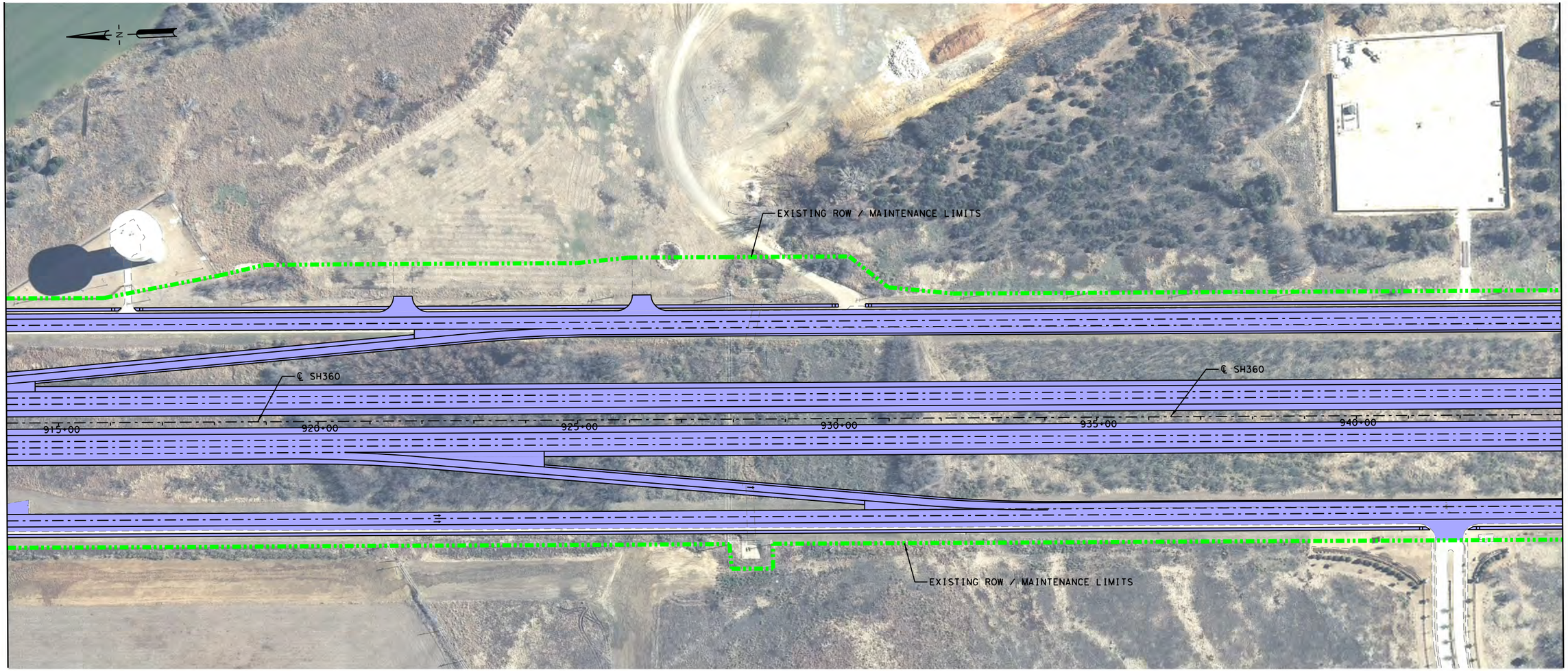
E. Sublett Road/W. Camp Wisdom Road to US 287

SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 7 OF 22

TXDOT CSJ NO. : 2266-02-136



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SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 8 OF 22

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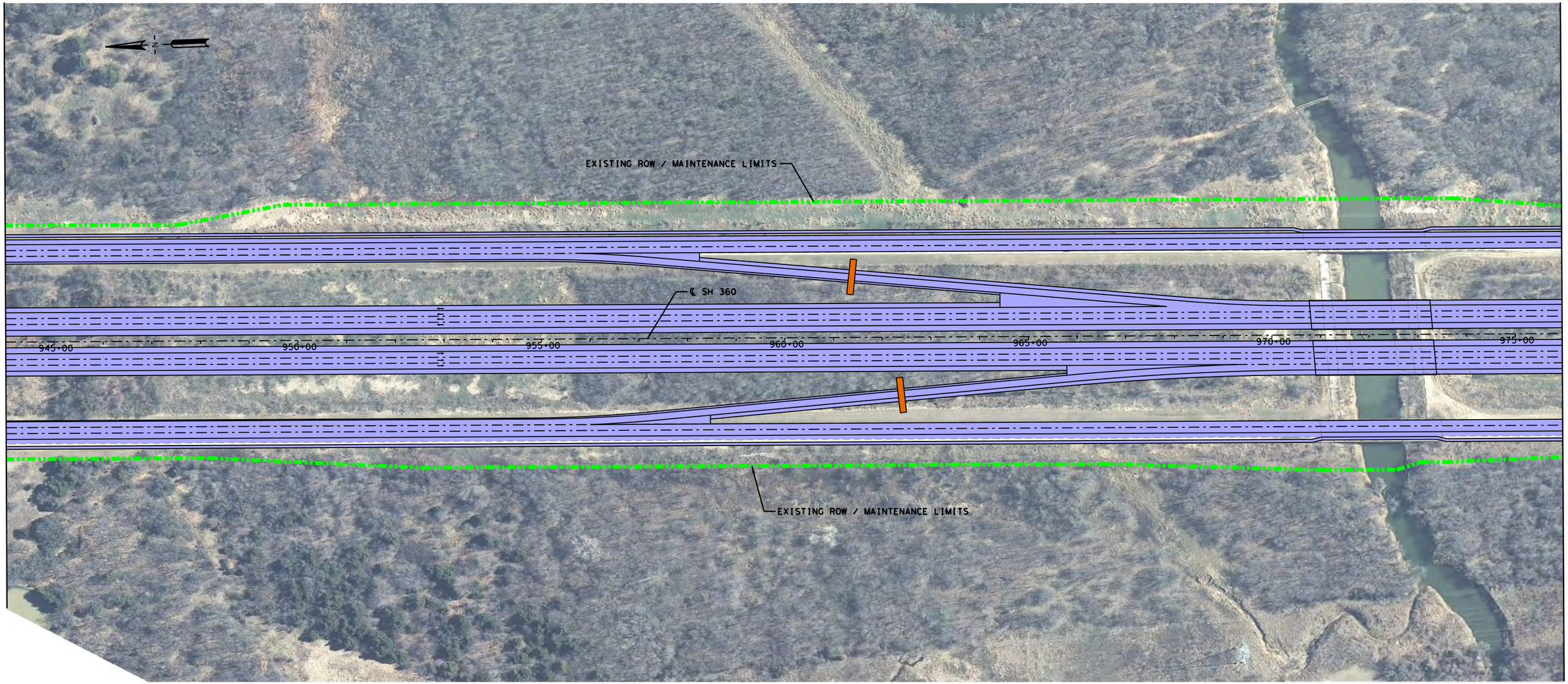

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SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 9 OF 22

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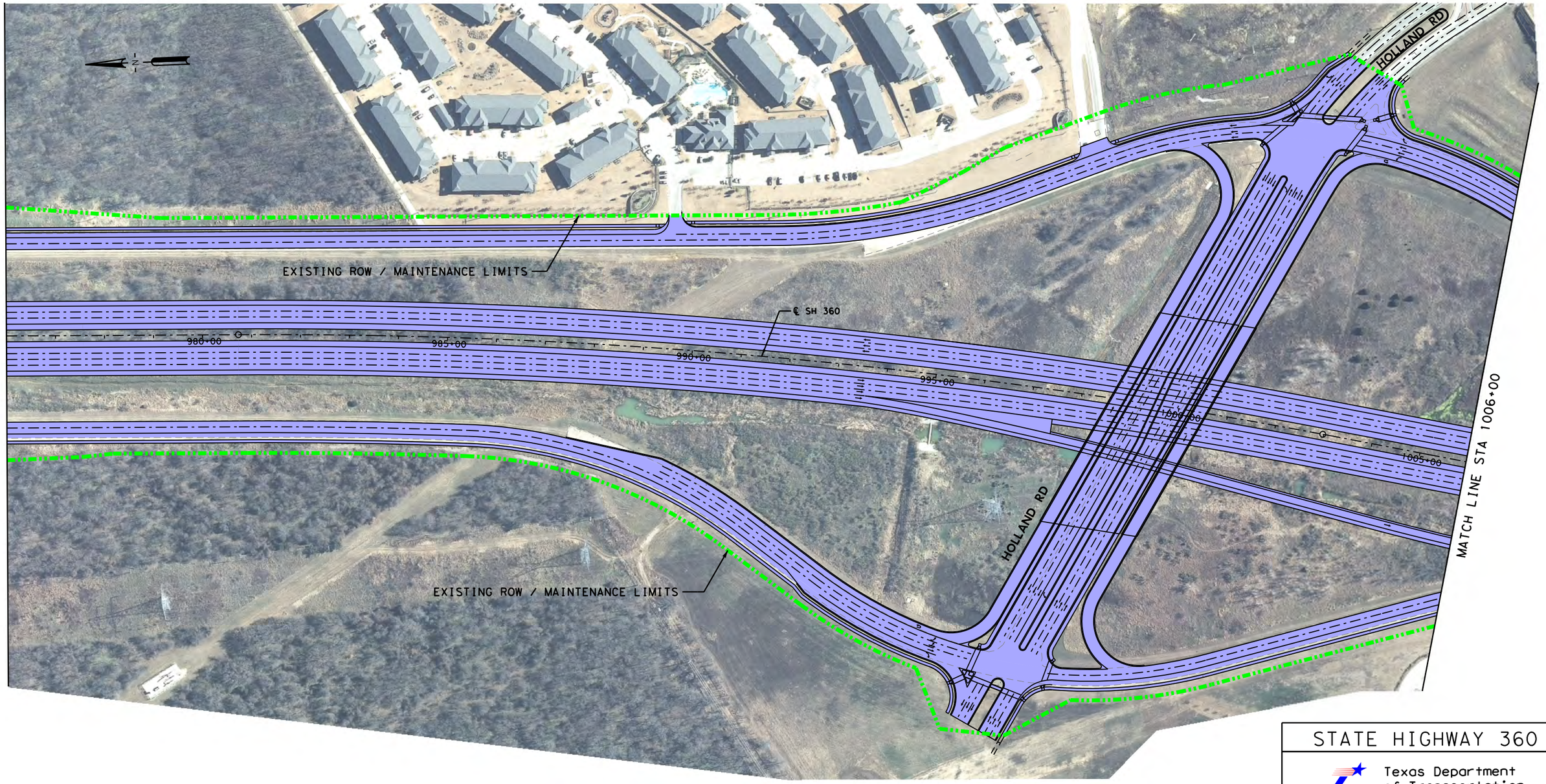

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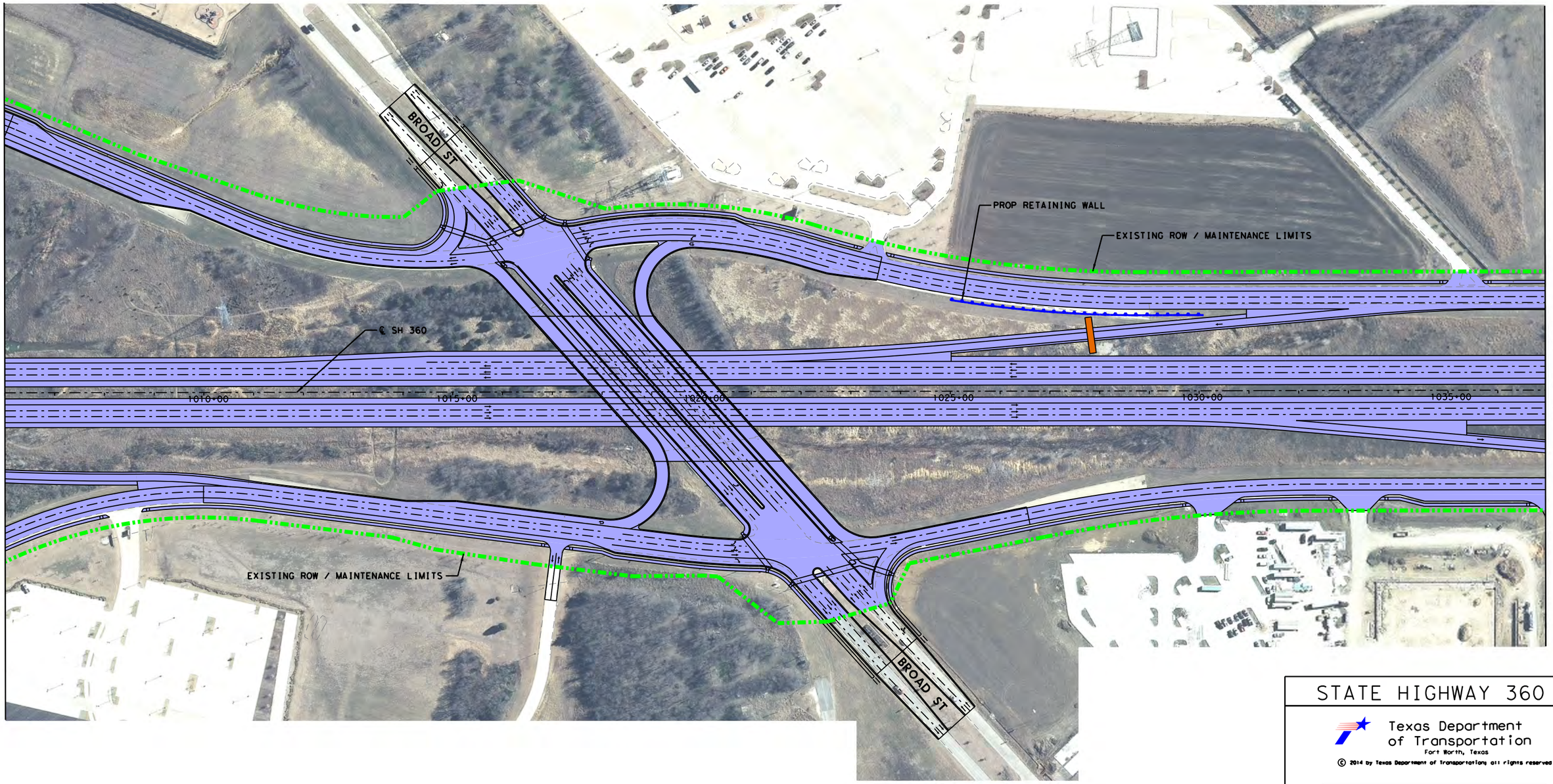
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 10 OF 22
TXDOT CSJ NO. :	2266-02-136



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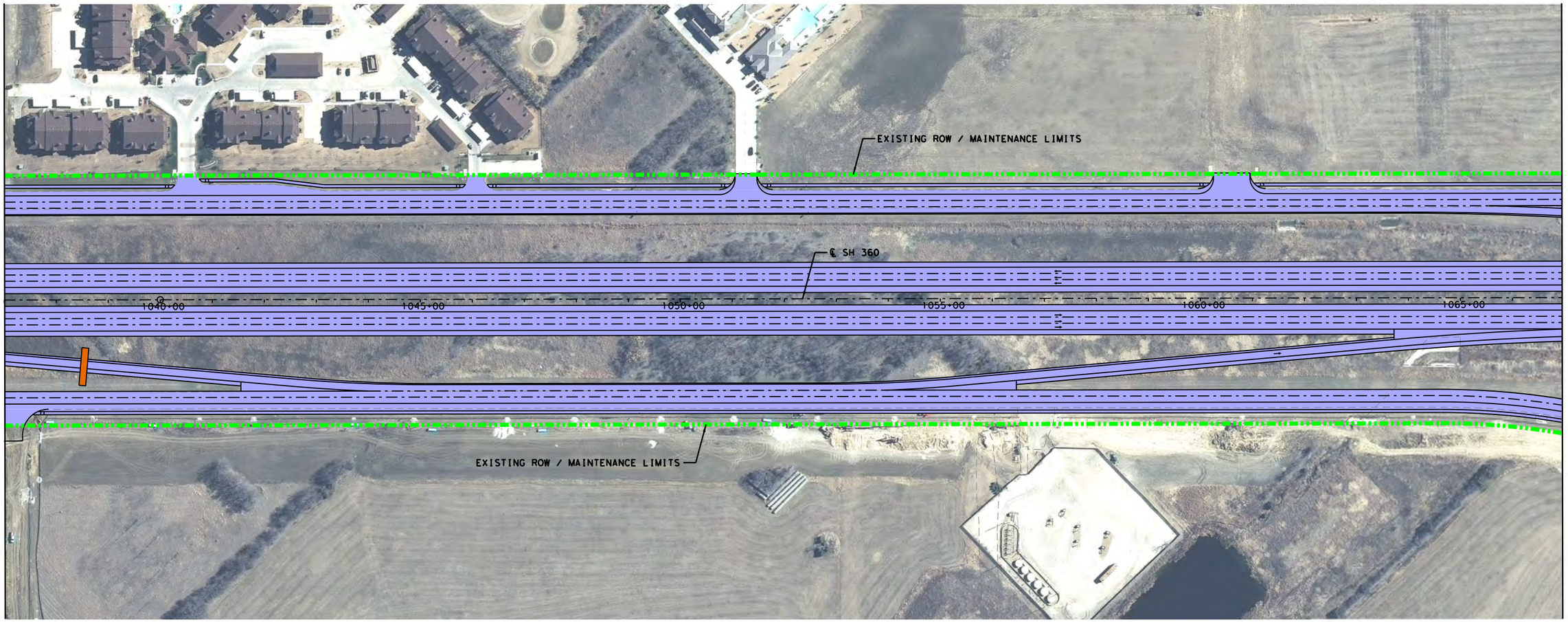
- Civil Engineers and Surveyors -
TBPE Registration No. F-1046

E. Sublett Road/W. Camp Wisdom Road to US 287

SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 11 OF 22

TXDOT CSJ NO. : 2266-02-136



SCALE
0 50 100 150 200 300

LEGEND

- ALIGNMENT
- MAINTENANCE LIMIT (NTTA)
- MAINTENANCE LIMIT (TXDOT)
- PAVEMENT MAINTAINED BY NTTA
- PAVEMENT MAINTAINED BY TXDOT
- TOLL GANTRY

NOTES:
1. NTTA'S MAINTENANCE RESPONSIBILITY AT THE US 287 INTERCHANGE IS LIMITED TO NORTH OF THE ULTIMATE US 287 NORTHBOUND FRONTAGE ROAD AND TO THE CONNECTIVITY OF ULTIMATE SH 360 FRONTAGE ROADS AND THE ULTIMATE US 287 FRONTAGE ROADS.
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STATE HIGHWAY 360

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Fort Worth, Texas

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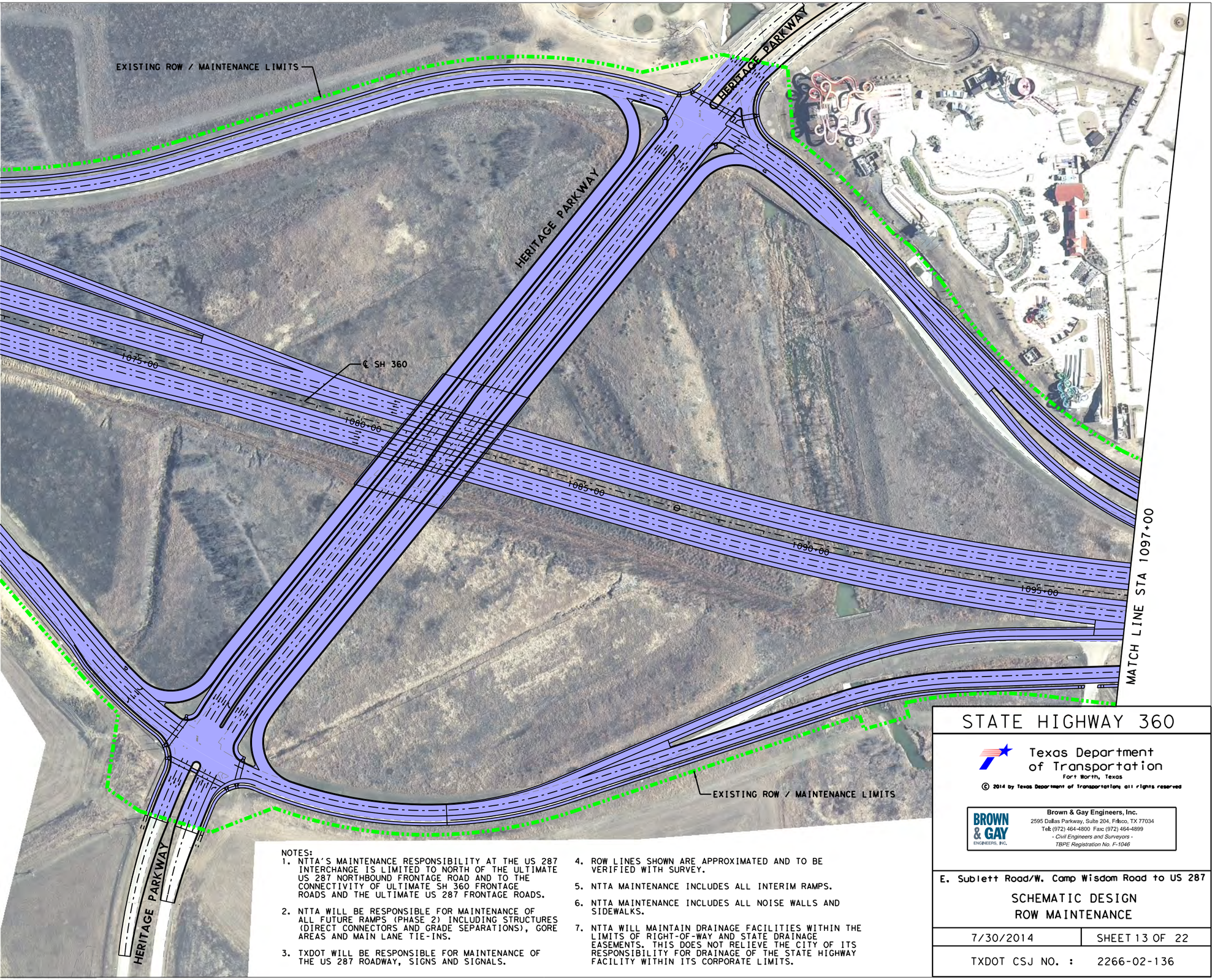
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 12 OF 22

TXDOT CSJ NO. : 2266-02-136



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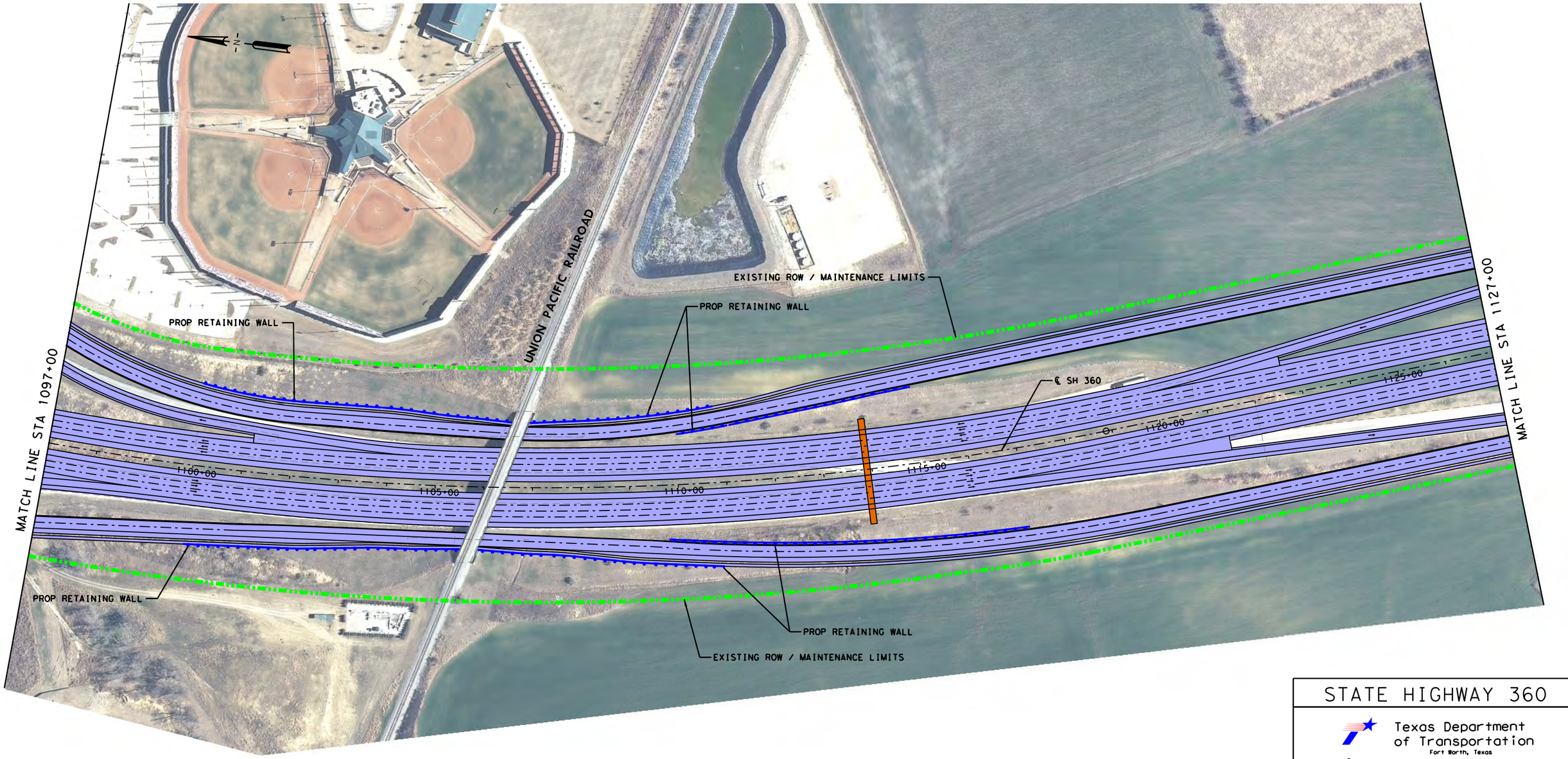
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 13 OF 22

TXDOT CSJ NO. : 2266-02-136



SCALE
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LEGEND

- ALIGNMENT
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- MAINTENANCE LIMIT (TXDOT)
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- PAVEMENT MAINTAINED BY TXDOT
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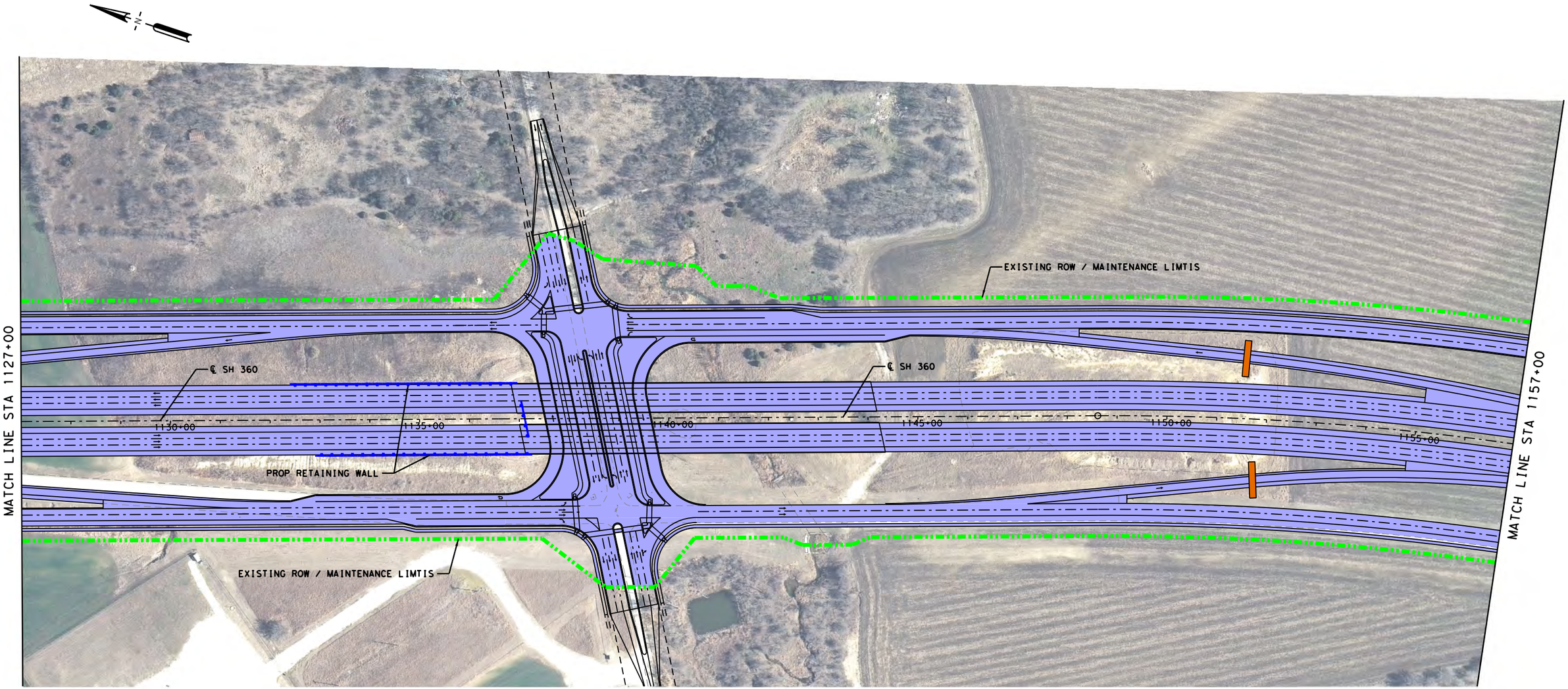
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 14 OF 22
TXDOT CSJ NO. :	2266-02-136



SCALE
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LEGEND

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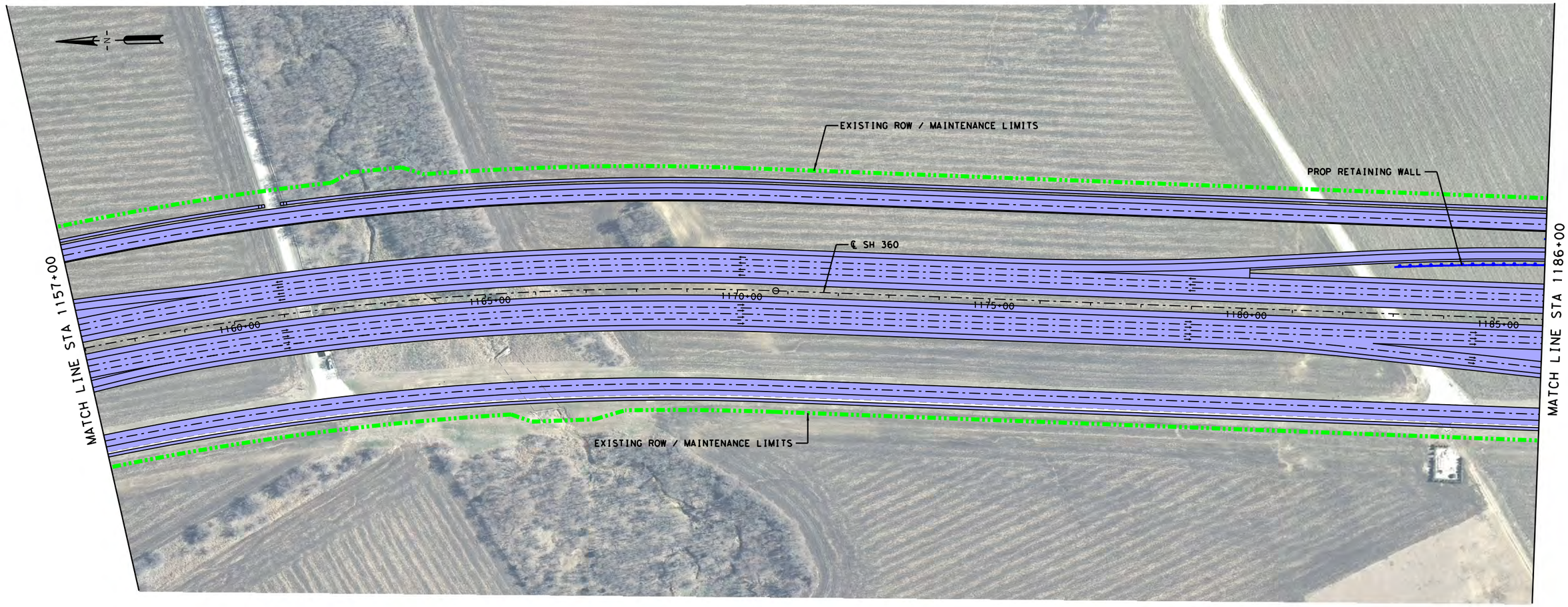
SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 15 OF 22
TXDOT CSJ NO. :	2266-02-136



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SCHEMATIC DESIGN
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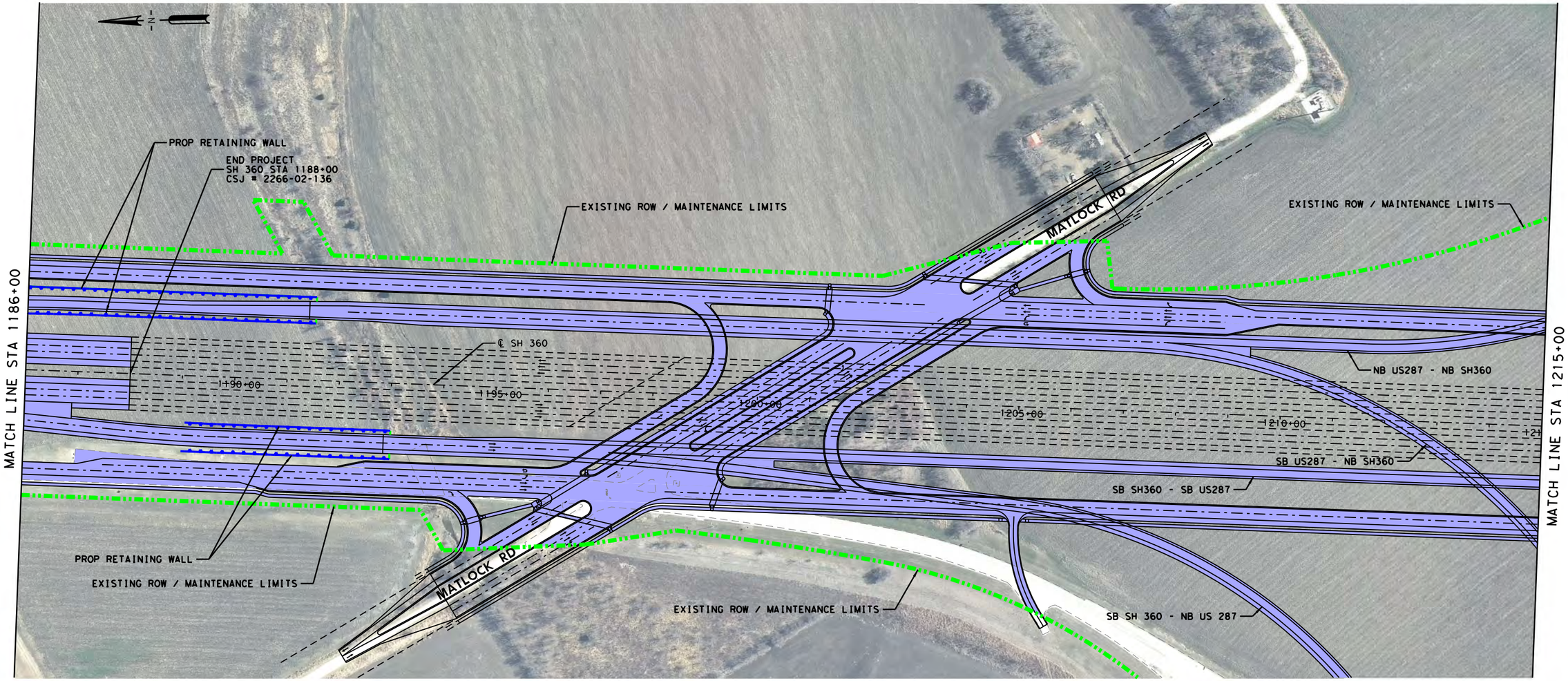
7/30/2014	SHEET 16 OF 22

TXDOT CSJ NO. : 2266-02-136



SCALE
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LEGEND

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SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 17 OF 22
TXDOT CSJ NO. :	2266-02-136

SCALE
0 50 100 150 200 300

LEGEND

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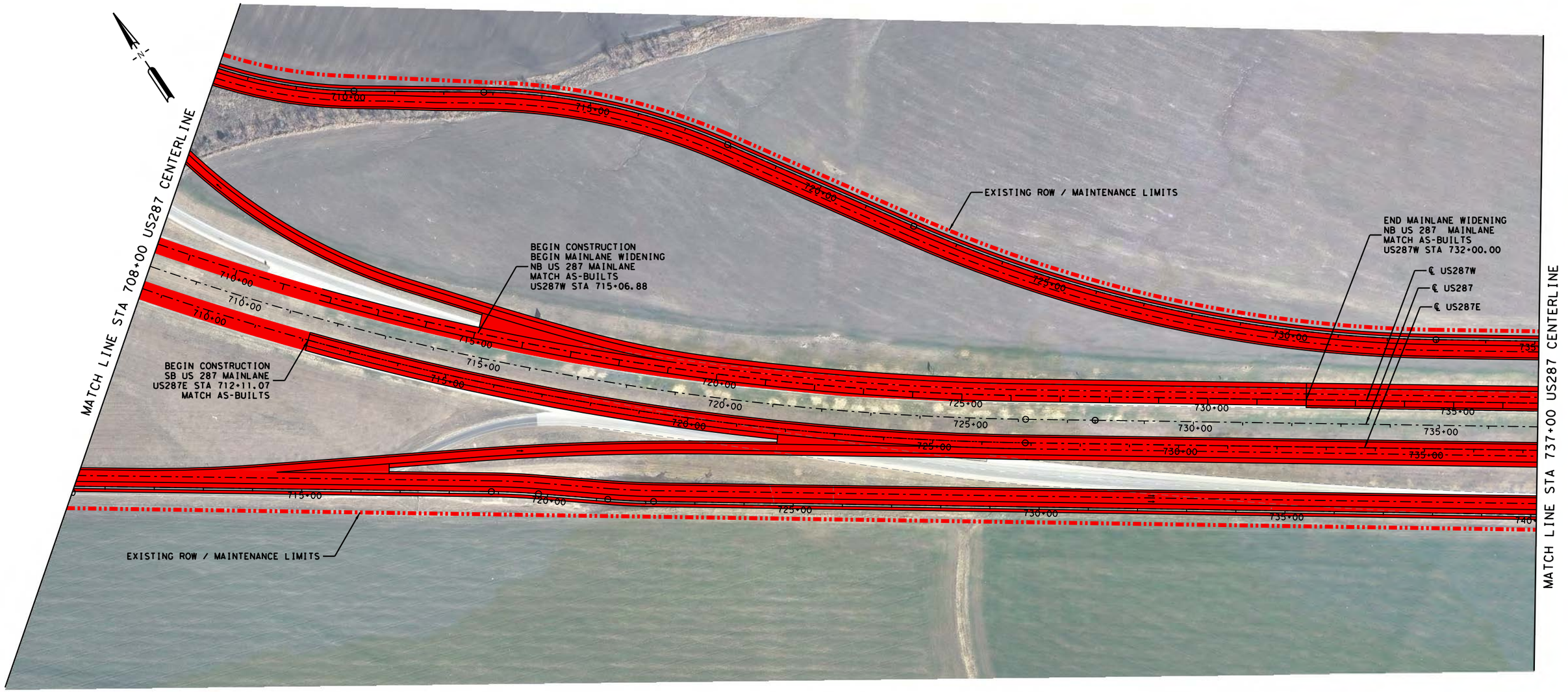
E. Sublett Road/W. Camp Wisdom Road to US 287

SCHEMATIC DESIGN
ROW MAINTENANCE

7/30/2014	SHEET 18 OF 22
TXDOT CSJ NO. :	2266-02-136



SCALE
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LEGEND

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7/30/2014	SHEET 19 OF 22
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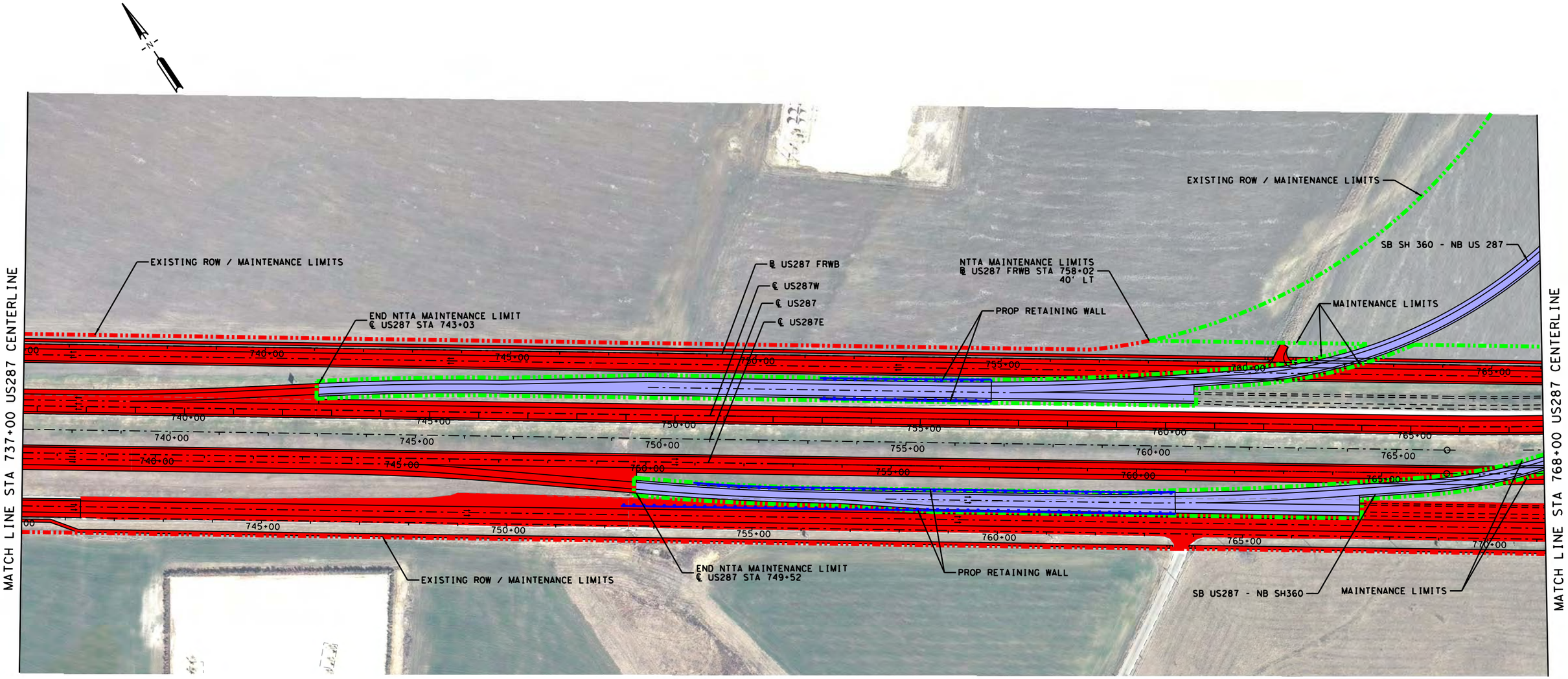

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7/30/2014	SHEET 20 OF 22

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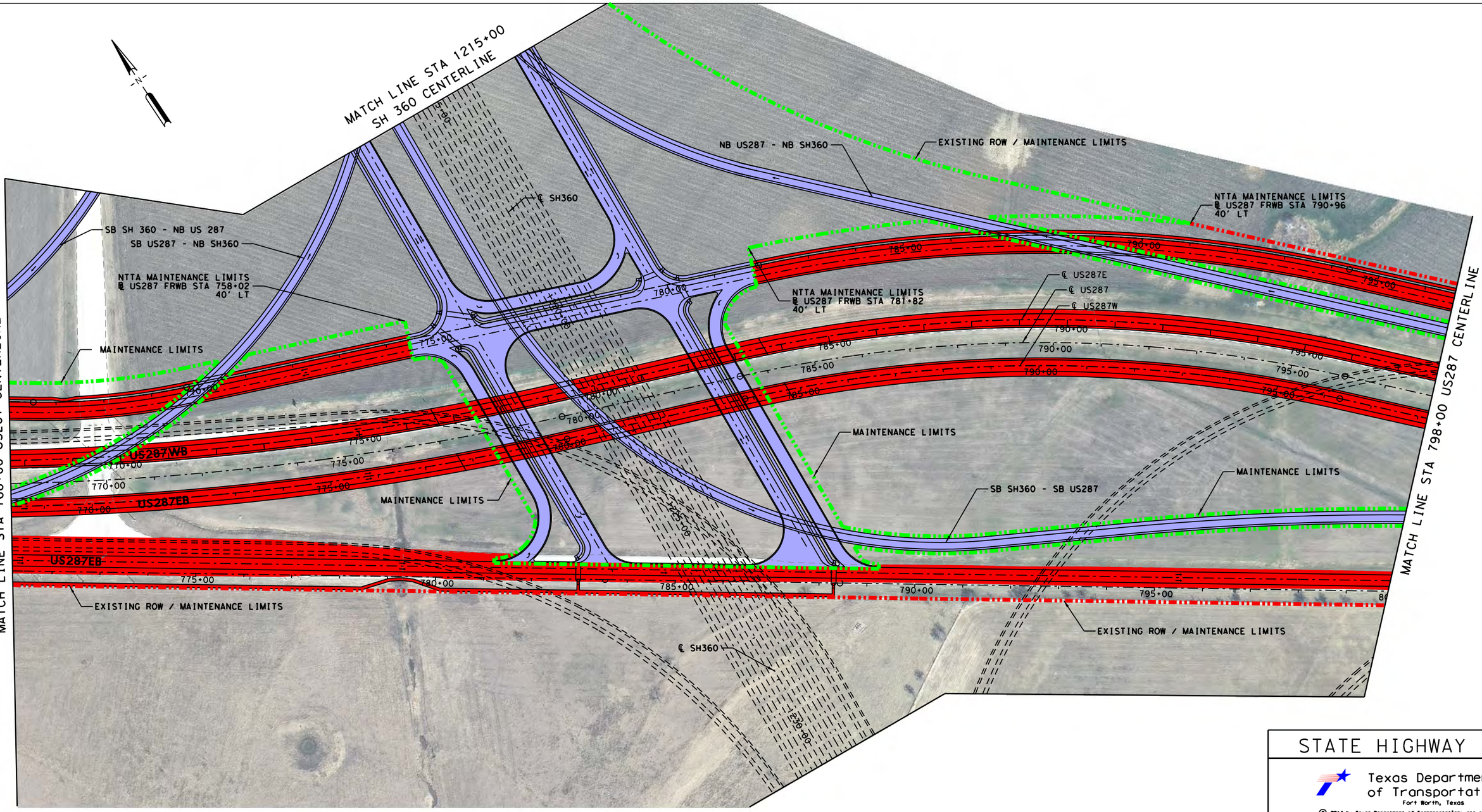

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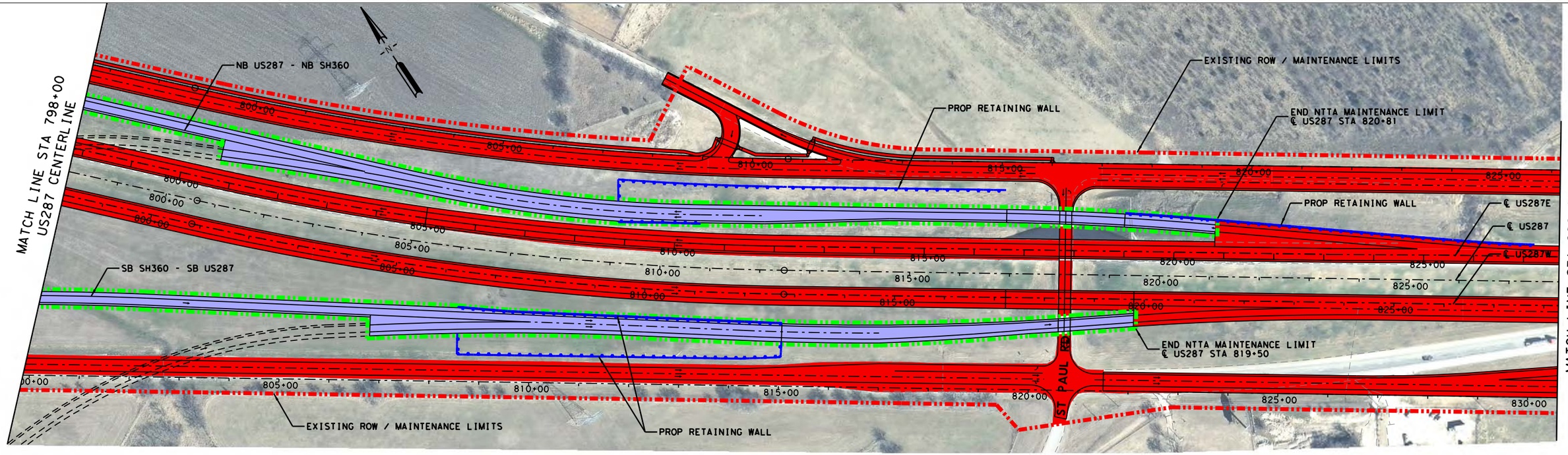

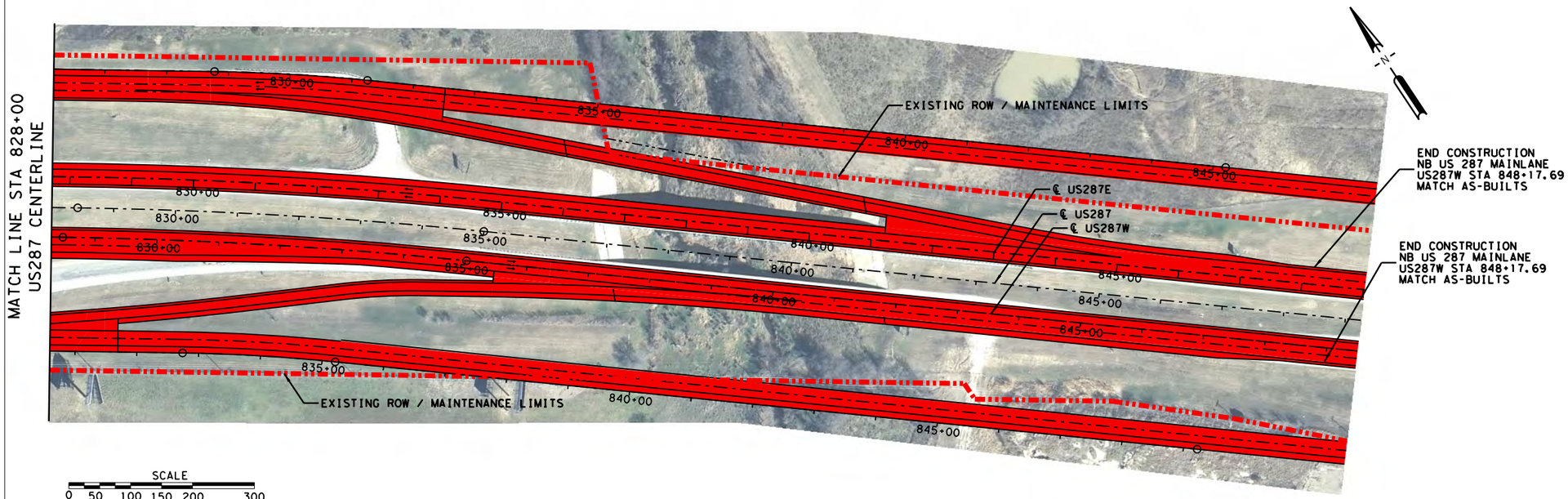

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SCHEMATIC DESIGN
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7/30/2014	SHEET 22 OF 22

TXDOT CSJ NO. : 2266-02-136

ATTACHMENT 1: PERFORMANCE REQUIREMENTS

[MOVED TO COMA EXHIBIT 16]

ATTACHMENT 2: ELEMENTS FOR WHICH MAINTENANCE SERVICES ARE TO BE PROVIDED

Maintenance Element Category	Maintenance Element
Roadway	Pavement
	Crossovers and other paved areas
	Joints in concrete
	Curbs
Drainage	Pipes and channels
	Drainage treatment devices
	Discharge systems
Structures	Structures having an opening measured along the center of the roadway of more than 20 feet between undercopings of abutments or springlines of arches or extreme ends of openings or multiple boxes
	Structure components
	Substructures and superstructures
	Non-bridge class culverts
	Gantries
	Access points
	Mechanically stabilized earth and retaining walls
Pavement markings, object markers, barrier markers and delineators	Pavement markings
	Raised pavement markers
	Delineators and markers
	Mailbox Marker
Guardrails, safety barriers and impact attenuators	Concrete barriers
	Guardrails and safety barriers

Maintenance Element Category	Maintenance Element
	Attenuators
Traffic signs	Large guide signs
	Traffic signs
Highway Lighting	Highway lighting
Fences, walls and sound abatement	Fence
	Walls
	Sound Abatement
	Access gates
Roadside management	Vegetated areas – except landscaped areas – general
	Landscaped areas
	Fire hazards
	Trees, brush and ornamentals
	Wetlands
Pedestrian Features	Sidewalks
	ADA Ramps or features
Earthworks and cuttings	Slopes
Other	All other physical components of the Project within the maintenance limits except for the Non-Maintained Elements

ATTACHMENT 3: SCHEMATIC DESIGN ROW MAINTENANCE

[SEE ATTACHED]

ATTACHMENT 4: NOT USED

ATTACHMENT 5: NOT USED

ATTACHMENT 6: RESTRICTIONS ON LANE CLOSURES

6.1 Allowable Lane Closures

Lane Closures will only be permitted when Maintenance Contractor can demonstrate that the closure will provide clear benefit to the progress of the Maintenance Services. Closures must be coordinated with adjacent projects and priority shall be given to the closure submitted first.

The safety of workers and the traveling public must be the first consideration when determining the appropriate time to implement a lane closure.

At a minimum, Maintenance Contractor shall inform the TxDOT public information officer by 3:15 p.m. on the previous day of all road closures or major lane closures that will affect mobility so they can inform the public, Emergency Services, schools, etc. as needed.

Prior to implementing any lane closure, Maintenance Contractor shall input lane closure information into the Highway Conditions and Reporting System.

The following TxDOT policy and procedure manuals and references apply for all lane closures:

- Texas Manual of Uniform Traffic Control Devices (TMUTCD)
- TxDOT Traffic Control Plan Standards
- TxDOT Barricade and Construction Standards
- TxDOT Standard Specifications "Item 502 (Barricades Signs and Traffic Handling)

The following lane closure requirements for the mainlane, frontage roads, and cross streets are intended to supplement the above list of manuals and references for the Project:

Table 6-1: Lane Closure Requirements

Roadway	**Roadway Lanes** (one direction)	**Permitted Lane Closures**		
		Peak Times* Monday-Friday (6:00 am - 9:00 am) (3:30 pm - 7:00 pm) and Major Events and Major Holidays	**Off-Peak Times*** Monday-Friday (9:00 am - 3:30pm) (7:00 pm to 10:30 pm) and Saturday	**Lowest Volume Times*** Monday-Friday (10:30 p.m. to 6:00 a.m.) and Sunday (No mainlane closures shall be permitted on Sunday)
Frontage Roads and Cross Streets	3	None	1	2
	2	None	1	1

Roadway	**Roadway Lanes** (one direction)	**Permitted Lane Closures**		
Mainlanes and Ramps	3	None	1	1
	2	None	None	1
	1	None	None	None

Additional requirements:

- Any complete roadway closure or lane closure will require a Traffic Control Plan with appropriate detour routing to be submitted and approved by TxDOT. Any complete roadway closure will require the approval of the District Engineer. Any complete roadway closure or lane closure approved by TxDOT will not be subject to Lane Rental Charges.
- Maintenance Contractor shall seek TxDOT's approval for all required lane closures at least 48 hours in advance for temporary lane closures and fourteen (14) days for complete closures.
- If reasonable mobility can be maintained, or exceptional circumstances exist, additional lanes may be closed during Off-Peak Times or Lowest Volume Times with the express written permission of the TxDOT project manager. Off-Peak Times may be started earlier or be extended later, subject to obtaining such express written permission, if reasonable mobility can be maintained.
- If at any time backups become unreasonable, (>20 min.), Maintenance Contractor shall immediately undertake modifications to alleviate the congestion. Contingency plan of how this will occur should be in place and approved by the TxDOT Project Manager.
- Use off duty uniformed peace officers as directed by the Maintenance Contractor.
- Inclement weather should be considered when planning closures.
- Maintenance Contractor shall maintain continuous construction Work adjacent to closed traffic lanes.

6.2 Driveway Closures

Maintenance Contractor shall maintain a minimum of one driveway per business at all times. For businesses with multiple driveways, when driveway closure is necessary to progress Work, no driveway may be closed for more than three (3) consecutive days.

6.3 Detour Usage

Maintenance Contractor shall use State routes for detour routes, wherever applicable. If State routes are unavailable, Maintenance Contractor shall use local roadways, provided that Maintenance Contractor has obtained TxDOT approval and the necessary permits from the Governmental Entity having jurisdiction.

Maintenance Contractor shall provide motorists with guidance on the use of alternate routes to divert traffic around the construction, detouring around specific construction sites, and traveling

through the construction areas. This shall include the installation and maintenance of temporary regional signs. Motorist guidance to and along detour routes shall be provided, together with regional guidance.

6.4 Restricted Hours

A. Holiday Restrictions

Maintenance Contractor shall maintain existing SH 360 facility capacity, from 12:00 p.m. (noon) on the day preceeding, to 10:00 pm on the day after, the the major holidays ("Major Holidays") set forth below. No additional lane or ramp closure that restricts or interferes with traffic shall be allowed. TxDOT has the right to lengthen, shorten, or otherwise modify these restrictions as actual traffic conditions may warrant.

a) New Year's Eve and New Year's Day (December 31 through January 1)
b) Easter Holiday Weekend (Friday through Sunday)
c) Memorial Day Weekend (Friday through Monday)
d) Independence Day (July 3 through July 5)
e) Labor Day Weekend (Friday through Monday)
f) Thanksgiving Holiday (Wednesday through Sunday)
g) Christmas Holiday (December 23 through December 26)

B. Event Restrictions

Maintenance Contractor shall maintain existing SH 360 facility capacity for the regional events set forth below ("Major Events"). No additional lane or ramp closure that restricts or interferes with traffic shall be allowed during Major Events. TxDOT has the right to lengthen, shorten, or otherwise modify these restrictions as actual traffic conditions may warrant. TxDOT also has the right to modify the list of Major Events as they are added, rescheduled or warranted:

a) Any events held within a ten(10) mile radius of any point along the length of the corridor with an expected attendance greater than 20,000 (restricted from three (3) hours before the start of the event to two (2) hours after the end of the event); and
b) Major retail traffic generators (i.e. malls) within one (1) mile radius (Thanksgiving Day through January 2).

ATTACHMENT 7 : MAINTENANCE PLANNING ACTIVITIES & ASSOCIATED FUNC. CODES

DISTRICT CROSS REFERENCE CODE CHART 12 (FIMS SEGMENT 78, AND PORTIONS OF 70, 71 AND 72)

All segment 78 functions are trackable

Effective September, 2012 (Rev Date: July, 2011)

110	P03	CY	Removal and Replacement Removal of base and/or subgrade materials from distressed or failed areas and replacement with suitable materials. (Includes resurfacing.)	522	R0	MI	Street Sweeping Routine street sweeping. Units are the actual miles swept regardless of centerline miles.	593	T04	LF	Cable Median Barrier Installation and maintenance of high tension cable median barrier systems, including the cable, posts and end treatments.	733	T03	EA	Vandalized Signs Replacement or repair of signs damaged by vandalism.
120	P03	CY	In Place Repair In place repair base and/or subgrade material. (Includes resurfacing, and may or may not include additional stabilizing material.)	523	R1	MI	Debris Routine **patrolling** to remove and dispose of debris, including dead animals.	594	T04	LF	Concrete Barrier Installation, removal and maintenance of concrete barriers, including attached headlight barrier fence.	738	T11	EA	Installation and Maintenance of Flashing Beacons Installation and maintenance of overhead flashing beacons, pedestal or sign mounted flashing beacons, etc.
135	R05	EA ~~LF~~	Install and/or Maintain Underdrains Installation, repair and maintenance of all types of underdrains.	524	R0	AC	Spot Litter Spot removal and disposal of litter, including dead animals, from the right of way.	595	T04	LF	Guard Fence Installation and maintenance of guard fence, MBGF, turn down ends, headlights	742	T07	EA	Illumination Installation, maintenance and operation of illumination systems, including
145	S06	SY	Unpaved Road Maintenance Repair of gravel or dirt roads, including blading, addition of base, etc.	525	R0	HRS	Adopt-A-Highway Installation of posts and signs, materials furnished to groups, and the personnel and equipment used to assist in removal and disposal of collected litter.				barrier fence, including posts, metal beams, etc. (End treatment other than turn down ends, see function 596.)	743	T06	EA	continuous lighting, safety lighting and sign illumination. Installation and Maintenance of Isolated Traffic Signals Maintenance and operation of isolated traffic signals, diamond interchange signals, etc.
				526			Deleted replaced by 522	596	T05	EA	Guardrail End Treatment Systems	~~744~~			Replaced by Function Code 743
211	P01	SY	Leveling or Overlay with Laydown Machine The application of asphaltic tack coat and placing of asphaltic concrete materials to improve the ride qualities or level up low spots.	527	R0	SY	Hand Sweeping Hand sweeping of riprap, islands, medians, curb & gutter, bullpens, driveways, etc.				Installation and maintenance of guardrail end treatment systems. (For attenuators other than GETS, see function 725).	745	T08	CL M	Traffic Management System Maintenance and operation of traffic management systems on freeways or non-freeways, entrance/exit ramps, motorist information (e.g. changeable message
212	P01	SY	Leveling or Overlay with a Maintainer The application of asphaltic tack coat and placing layers of asphaltic concrete material.	530	S10	SF	Removal of Graffiti Removal of graffiti from fixtures, wing walls, bridge structures, etc. Not to be used in lieu of function 733 (Vandalized Signs), 731 or 732 (Sign Installation).	597	T03	EA	Mailboxes, Installation and Maintenance				signs, highway advisory radio, etc.) surveillance and related communications equipment. (ITS Control Center personnel should charge to segment 70, detail 0570.)
				531	S06	HRS	Picnic Area Maintenance (Without Restrooms) Refer to function 532 for description.	598	S06	HRS	Boat Ramp Maintenance Work performed in maintaining boat ramps, including mowing, litter removal, emptying litter barrels, maintenance of paved and unpaved areas, etc.	750	T09	EA	Installation and Removal of Pavement Markers Installation and/or removal of traffic buttons or reflective pavement markers.
213	P01	SY	Leveling by Hand The application of asphaltic tack coat and placing layers of asphaltic concrete material by hand. This includes repair of pavement areas greater than one square	532	S06	HRS	Rest Area Maintenance (With Restrooms) Work performed in janitorial and grounds maintenance, including mowing, litter pickup, emptying litter barrels, maintenance of plantings, cleaning restroom, cleaning arbors,	610	S04	HRS	Bridge, Movable Span Operation, routine maintenance and inspection of movable span bridges (swing barge, lift or turn). Restricted use: Beaumont, Houston, Pharr and Yoakum Districts only.	790	S07	HR	Miscellaneous Traffic Services All traffic surveys (including all motor vehicle and pedestrian counts at intersections and directly related locations) and other traffic services not covered elsewhere.
214	P01	SY	Leveling or Overlay with Drag Box The application of asphaltic tack coat and placing layers of asphaltic concrete material.				graffiti removal, minor paintings, etc. This item shall also include special maintenance required to repair/replace arbors, picnic tables, fixtures, litter barrels, paved areas, etc. (including maintenance of treatment plants and dump stations).	611	S04	HRS	Bridge, Portable Installation, removal, maintenance and inspection of portable bridges.				**Note**: Traffic control performed during the pavement evaluation process should be charged to segment 71, detail 3214 and the appropriate function (600 thru 690).
225	P06	LM	Sealing Cracks Cleaning, filling and sealing cracks in the pavement using asphaltic rubber or other sealants.	533	S06	HRS	Rest Area Facility Maintenance through Regional Contracts (Maintenance Division Use Only)	620	S05	CY	Bridge Channel Maintenance Removal of silt and drift, filling eroded areas, channel maintenance (including easements) and maintenance and repair of jetties and dikes.	799	S07	HR	Traffic Control The placement, maintenance and removal of barricades, signs, cones, lights and other such devices needed to handle traffic during emergencies or special events.
				535	S0	HRS	Maintenance of Specialty Facilities	628	S02	LF	Bridge Rail				This includes flaggers.
231	P05	SY	Seal Coat Application of a single layer of asphaltic material followed by the application of a single layer of aggregate over the full width of the lane or a shoulder (greater than 6' in width) for a minimum of 1000 continuous feet.				All maintenance costs to specialty facilities including border safety inspection facilities (BSIFs), toll booths, service plazas, fencing and associated appurtenances. This includes both temp and perm facilities. The highway class code will determine the type of facility.	645	S02	LF	Maintenance of bridge rail, posts & post connections to deck, including painting. Bridge Joint Maintenance Repair of bridge joints, including cleaning and sealing	~~806~~ ~~807~~ ~~809~~			Replaced by Function Code 799 Replaced by Function Code 799 Accident Flag selected Replaced by Function Code 799 Disaster Project;Task number
				646	S02	LF	Bridge Joint Replacement					~~810~~			Replaced by Function Code 523 Disaster Project;Task number
232	P04	SY	Strip or Spot Seal Coat Application of a single layer of asphaltic material followed by the application of a single layer of aggregate over areas less than the full width of the lane or shoulder (6' or less in width), or the full width of the lane or shoulder but less than 1000 feet in length.	538	R0	AC	Pest Control Activities related to use of predatory animal and insect control whether in turf and ornamental sites or on the ROW.	650	S01	SF	Replacement of bridge joints Bridge Deck Repair to bridge decks.	811	S07	HR	Snow and Ice Response Emergency response to clear roads during or after a snowfice event. Includes sanding, deicing, clearing and removal, etc.
				540	R0	HRS	Hand Vegetation Control Hand cleaning vegetation out of islands, medians, riprap, drainage channels, etc. by chemical, manual or mechanical means.	660	S01	SF	Bridge Superstructure, Concrete Routine maintenance of the concrete components of the bridge superstructure, including bearings, concrete diaphragms, and beams.	~~813~~ ~~814~~ ~~820~~			Replaced by Function Code 799, 523 Disaster Project;Task number Replaced by Function Code 563 Disaster Project;Task number Deleted
233	P04	SY	Fog Seal Retain aggregate, enliven surface and/or seal hairline cracks by the application of a thin layer of asphaltic material.	541	R0	AC	Chemical Vegetation Control, Edges Complete control of vegetation encroaching in pavement edges, shoulders, medians, islands and curbs with herbicides.	665	S01	SF	Bridge Superstructure, Steel Routine maintenance of the steel components of the bridge superstructure, including stell diaphragms and beams.	~~821~~ ~~822~~ ~~823~~			Replaced by Function Code 110, 120 Disaster Project;Task number Replaced by Function Code 360 Disaster Project;Task number Replaced by Function Code 360 Disaster Project;Task number
235	P04	SY	Microsurfacing The application of a polymer modified high performance emulsion coupled with fine graded aggregate, mineral fillers and special additives in a slurry, to full ruts or to a new wearing surface. (Caution: Should not be used to seal cracked pavements.)	542	R0	AC	Chemical Vegetation Control, Overspray Control of undesirable vegetation growth by overspraying wide areas of the right of including fixtures (i.e. signs, delineators, guardrails, culverts, etc.) with herbicides.	670	S03	SF	Bridge Substructure, Concrete Routine maintenance of the concrete components of the bridge substructure, including caps, columns, abutments, wingwalls, pilings, etc.				Replaced by Function Code 211, 212, 213, 214
												~~824~~ ~~825~~			Replaced by Function Code 231, 232 Disaster Project;Task number Replaced by Function Code 560,561,562,563
241	P09	EA	Pothole Repair The repair of holes with an area of less than or equal to one square yard. Charge to Function 213 if greater than one square yard.	544	R0	AC	Chemical Vegetation Control, Rope-wick Control of tall vegetation (i.e. Johnsongrass) in the right of way with a wick application.	675	S03	SF	Bridge Substructure, Steel and Timber Routine maintenance of the steel or timber components of the bridge substructure, including caps, abutments, pile extensions, etc.				Appropriate Bridge, Disaster Project;Task number
												~~826~~ ~~827~~			Replaced by whatever Function Code; Disaster or Damage Claim Project;Task number Replaced by Function Code 743; Disaster or Damage Claim Project;Task number
242			Replaced by Function 241	545	R0	HRS	Chemical Vegetation Control, Basal Application	680	S03	SF	Bridge Painting	~~828~~			Replaced by Function Code 721,731,732; Disaster or Damage Claim Project;Task number
245	P10	SY	Adding or Widening Pavement Widening travel lanes up to 2 feet, adding shoulders up to 4 feet **to correct a maintenance problem** (includes sub-grade, base & surfacing), or adding turn lanes to improve safety.	548	R0	SY	Control of undesirable brush species in the right of way with a low volumne basal bark application. Seeding, Sodding, Hydromulching and Blanketing Seeding, sodding, hydromulching and/or placing soil retention blankets.	690	S04	HRS	Cleaning and painting of superstructure or substructure. Bridge, Mechanical and Electrical Maintenance and repair of the electrical & mechanical components of a bridge.	~~829~~ 830	R1	HR	Replaced by Function Code 742; Disaster or Damage Claim Project;Task number Hazardous Material Clean up, Spills or Leaking Storage Tanks Investigations, testing, clean up, removal, disposal and restoration work associated with a spill or leaking storage tanks.
252	P02	SY	Milling and Planing The removal of pavement surface by milling or planing.	551	R0	AC	Landscaping The installation or maintenance of landscape plantings and their facilities including planter walls, borders, sprinkler systems, etc. (excluding picnic and rest areas).	695	S04	HRS	Fender Systems Installation and maintenance of fender systems.	831	R1	HR	Hazardous Material Clean up, Abandoned Materials Investigations, testing, clean up, removal, disposal and restoration work associated with abandoned hazardous materials of unknown ownership.
253	P02	SY	Spot Milling The removal of pavement surface by milling using a small milling machine (4 feet or less drum width).	552	R0	CL	Tree and Brush Control The trimming, pruning and disposal of shrubs, vines, and trees (excluding picnic and rest areas).	711	T01	LF	Paint and Bead Striping Striping or re-striping lane lines, centerlines and edge lines using paint and beads.	**Segment 70**			**Maintenance Section Overhead Costs** Detail 08XX (XX = Office No.); not reasonably identifiable to a roadway
265	P04	SY	Treat Bleeding Pavement Treatment of excess asphalt on the pavement surface.	558	R0	LF	Storm Water Pollution Protection Maintenance or installation of storm water pollution protection plan (SW3P) in accordance with EPA regulations on projects designated by area engineers.	712	T02	LF	High Performance Striping Striping or re-striping lane lines, centerlines and edge lines using thermoplastic or other high performance materials.	400 401 402 403			Training (informal or on-the-job training) Meetings (non-coded meetings; Safety Banquets) Yard Maintenance and Inspections (maintenance/inspections to facilities or yard) Office/Section Administration (pick up/purchase supplies, HR admin., office tech duties)
270	P07	LF	Edge Repair Repair of raveled, low or damaged pavement edges with asphaltic materials.												
315	P08	SY	Slab Stabilization / Jacking Leveling concrete pavement through the use of hydraulically placed material.	560	R06	SY	Riprap Installation and Maintenance Installation and maintenance of ditch liners, retards, down drains, riprap, flumes, concrete mowing strips, gabions, retaining walls and other erosion protection.	713	T02	EA	Specialty Markings Medians, islands and other pavement markings not covered under function 711 or 712. (Including make-ready operations for all stripe alignment, such spotting, tabs, temporary tape, etc.)	404 405 406 407			Section Support (customer support, contractor support, damage claims) Section Management (checking on crews, supervisor admin, meeting with local govts.) Material Management (inventory mgmt, material deliveries from WH to yard, hauling) Standby Time (weekend and weekday)
325	P06	LF	Cleaning and Sealing Joints and Cracks Cleaning, filling and sealing joints and cracks in concrete pavement.	561	R04	CY	Ditch Maintenance Removal and hauling of silt, drift, and/or filling eroded areas. Not to be used for work at culverts or bridges (see functions 570 or 620).	715	T02	LF	Removal of Pavement Striping Use when striping is not going to be replaced.	408			General Overhead **District Contract Management - Roadway Maintenance**
330	P08	SY	Blowouts and Stress Relief Repair of blowouts and cutting pavement for stress relief.												**(not reasonably identifiable to a roadway)**
345	P08	SY	Repair Spalling Clean and repair spalled areas (not full depth of concrete slab).	562	R04	LF	Reshaping Ditches Reshaping ditches using maintainer and/or gradall, etc. Not to be used for work at culverts or bridges (see functions 570 or 620).	716	S11	LM	Performance Based Contract Distribution (Contract Payments ONLY) These contracts are set up to pay the contractor a fixed price on a periodic basis of type of work performed and/or amount of work performed				Detail 0585 All district costs of roadway maintenance contract development and management not reasonably identifiable to a specific roadway or other accounts.
360	P08	SY	Full Depth Removal and Replacement The removal and replacement of failed areas for the full depth of the concrete slab.	563	R06	SY	Slope Repair/Stabilization Slope repair and/or stabilization. Not to be used for work at culverts or bridges (see functions 570 or 620).	721	T03	EA	Delineators Installation, maintenance and/or replacement of damaged or missing reflectors and/or posts. This function shall include straightening of posts. Measured by each post and each reflector replaced.	**Segment 71**			**Direct District Charges (No specified road location)** Detail 1305, function 020; field inspections not identifiable to a roadway, including damage assessments, night inspections, permit inspections, bridge inspections
455	P07	LF ~~SY~~	Reshaping Unpaved Shoulders Restore sod or flexible base shoulders to original sections. Includes reshaping front slope to eliminate low pavement edges along a paved shoulder.	570	R0	EA	Culvert and Storm Drain Maintenance The installation, repair and maintenance of culverts up to bridge classification (twenty feet measured along centerline of roadway). This work includes silt and debris removal from inlet, storm drains, retention ponds and culverts (except those costs associated with function 571).	724	T04	LF	Roadway Access Control Installation and maintenance of barriers (other than those covered by functions 594 or 595) designed to control access on highways, including post and cable fences, ROW fences and cattle guards.				Detail 1310, function 020; special services not identifiable to a roadway, including cleaning stockpile locations, collectiong ditch grade data, and counting loads of RAP for county assistance.
480	S08	SY	Side Road Approaches, Crossovers and Turnouts The installation or maintenance of side road approaches, crossovers, historical markers, mailbox and litter barrel turnouts, etc.												Detail 1315, function 020; Courtesy Patrol
488	S08	SY	Concrete Appurtenance Installation and Maintenance The maintenance, installation, or removal of concrete appurtenances which include curbs and/or gutters, raised medians, sidewalks and sound barriers.	571	R0	EA	Storm Water Pump Station Maintenance Repair and maintenance of motors, pumps, generators, wet wells, dry wells, debris screening baskets, buildings, etc., including costs of utility services.	725	T05	EA	Vehicle Attenuators Installation and maintenance of vehicle attenuators, crash cushions, etc. (**Excludes** the end treatment devices on guard fence.)				**Roadway Evaluation** Detail 3214, function codes 600 thru 690; functions related to Pavement Management, including traffic control while performing pavement evaluation
495	S06	SY	Parking Area Maintenance Repair of sub-grade, base or surface of areas including parking lots, park and ride lots and camping pads.	580	T03	EA	Removal of Illegal Signs on ROW, TEMP (Temporary, no special handling required.) Removal of illegal signs on right of way, including disposal and written notice to owners.	731	T03	EA	Installation/Maintenance of Small Signs The installation and maintenance of signs (less than 4 ft. X 4 ft.). Includes the	**Segment 72**			**Off-System Disaster Cleanup** Detail 000470001; off-system assistance that has been approved by the Disaster District
511	R02	AC	Mowing Mowing of the right of way.	581	T03	EA	Removal of Illegal Signs on ROW, PERM (Permanent, special handling required.) Removal of illegal signs on right of way, including disposal and to written notice to owners.				installation of an old sign on a new post, the installation of a new sign on an existing post, removing or straightening of signs and posts. Not to be used in lieu of function 732 (Installation of Large Signs), function 733 (Vandalized Signs), or function 525 (Adopt-A-Highway). Measured by each post and each sign maintained.				Chairman Debris Removal Fire Control Evacuee Assistance Traffic Control for Disasters Sign and Signal Repair for Disasters Repairs to Roads for Disasters
513	R02	HRS	Spot Mowing Spot mowing of the right of way.	582	S10	HRS	Removal of Encroachments, Other than Signs					500 501 505 510 515 520			
520	R10	CY	Illegal Dumpsite Removal and Disposal Removal and disposal of debris discarded or deposited in an unauthorized area in the right of way such as under a bridge, overpass, culvert, etc.	585	S08	SY	Driveway Installation/Removal and Maintenance See access management policy.	732	T10	EA	Installation/Maintenance of Large Signs The installation or maintenance of signs (equal to or greater than 4 ft. X 4 ft.) Includes the installation of an old sign on a new post, the installation of a new sign on an existing post, removing or straightening of signs and posts. Not to be used in lieu of function 731 (Installation of Small Signs), function 733 (Vandalized Signs), or function 525 (Adopt-A-Highway)				
521	R03	AC	Litter Removal and disposal of litter from the entire right of way, excluding paved areas, picnic and rest areas.	591	S09	HRS	Utilities and Driveway Inspection								

	P01	Pavement Leveling		R01	Sweeping		S01	Bridge Superstructure Maintenance	T01	Paint and Bead Striping
	P02	Milling		R02	Mowing		S02	Bridge Rial and Joints	T02	High Performance Striping
	P03	Base Repair		R03	Litter Control		S03	Bridge Substructure Maintenance	T03	Sign Maintenance
	P04	Spot Seal Coat		R04	Drainage Maintenance		S04	Specialty Bridge Maintenance	T04	Safety Barrier Maintenance
	P05	Full Width Seal Coat		R05	Drainage Structures		S05	Bridge Channel Maintenance	T05	Crash Attenuators
	P06	Cracl Sea;		R06	Erosion Control		S06	Specialty Maintenance	T06	Traffic Signal Maintenance
	P07	Edge Maintenance		R07	Vegetation and Pest Control		S07	Traffic Control Services	T07	Illumination Maintenance
	P08	Concrete Pavement Maintenance		R08	Tree and Brush Control		S08	County Road Approaches, Crossovers, & Turnouts	T08	Traffic Management Systems
	P09	Pothole Repair		R09	Landscape Maintennace		S09	Utility & Driveway Inspection	T09	Raised Pavement Markings
	P10	Adding or Widening Pavement		R10	Debris and Cleanup		S10	Graffiti & Encroachment Removal	T10	large Sign Maintenance
									T11	Beacon Maintenance

EXHIBIT 3

MAINTENANCE CONTRACTOR'S PROPOSAL COMMITMENTS

I. KEY PERSONNEL

Maintenance Contractor commits to providing the following individuals to serve as Key Personnel:

Name	Key Personnel Position	Firm
Zane Webb, PE	Maintenance Manager	Infrastructure Corporation of America

II. PROPOSAL COMMITMENTS

The following Proposal Commitments are in addition to the requirements set forth elsewhere in the COMA Documents and are therefore express requirements of the Comprehensive Maintenance Agreement

No.	Proposal Location	Proposal Commitment
1.	Section D, 4.2.1 a), pg 13	The Maintenance Contractor team will meet weekly with TxDOT and each discipline [lead] to identify outstanding action items and identify solutions.
2.	Section D, 4.2.2 b), (iv), pg 13	Maintenance Contractor's Key Personnel will be committed to the Project 100% of their time.
3.	Section D, 4.2.2 d), pg 22	Maintenance Contractor will develop an Incident Response Manual for the Project and coordinate any response with police, fire, rescue squads, and emergency responders.
4.	Section D, 4.2.5 d), pg 26	The Maintenance Contractor's maintenance management approach will protect Project safety, emphasizes customer service/stakeholder coordination and use local subcontractors, including HUBs/SBE.
5.	Section D, 4.2.5 g), pg 27	The Maintenance Contractor inspection and testing will occur as follows: • Daily monitoring of system conditions within the Project limits • Scheduled quarterly condition assessment audit inspections • Specialist inspections for annual pavement condition • Load rating calculations for structures per NBIS standards and TxDOT Standard Bridge Inspection Manual • Annual mobile retroreflectometer data collection

		• Inspection following extreme weather events • Inspection and response to reports or customer complaints • Inspection to assess impacts from a major reported incident and/or emergency affecting the Project
6.	Section D, 4.3.1 c), pg 38	Maintenance Contractor will provide a 5-week look-ahead schedule to TxDOT on a weekly basis.
7.	Section D, 4.2.5j	Maintenance Contractor will conduct an independent review of maintenance performance annually, including a comparison of MMP, actual verses planned maintenance goals.

EXHIBIT 4

MAINTENANCE PRICE

Full Year of Operation (from Substantial Completion)	Annual Routine Maintenance Price in 2015 U.S. Dollars	Annual Renewal – Other Price in 2015 U.S. Dollars
1	$1,938,500.00	$312,000.00
2	$2,037,300.00	$312,000.00
3	$2,087,001.00	$312,000.00
4	$2,334,800.00	$312,000.00
5	$2,092,900.00	$312,000.00
6	$2,907,300.00	$506,100.00
7	$2,970,300.00	$506,100.00
8	$3,112,601.00	$506,100.00
9	$2,875,800.00	$506,100.00
10	$2,963,600.00	$3,506,100.00
11	$1,506,100.00	$208,000.00
12	$1,661,700.00	$208,000.00
13	$1,494,301.00	$208,000.00
14	$1,556,900.00	$208,000.00
15	$1,591,800.00	$208,000.00

EXHIBIT 4-1

OPTION 3 WORK – ANNUAL ROUTINE MAINTENANCE PRICE

	Annual Routine Maintenance Price in 2015 U.S. Dollars									
Full Year of Operation (from Substantial Completion)	Option 3A	Option 3B	Option 3C	Option 3D	Option 3E	Option 3F	Option 3G	Option 3H	Option 3I	TOTAL
1	$12,400.00	$8,700.00	$7,300.00	$8,300.00	$10,500.00	$11,900.00	$15,600.00	$6,900.00	$10,100.00	$91,700.00
2	$13,800.00	$9,700.00	$8,200.00	$9,200.00	$11,700.00	$13,300.00	$17,300.00	$7,700.00	$11,200.00	$102,100.00
3	$14,900.00	$10,500.00	$8,800.00	$10,000.00	$12,700.00	$14,400.00	$18,800.00	$8,300.00	$12,200.00	$110,600.00
4	$18,000.00	$12,700.00	$10,700.00	$12,000.00	$15,300.00	$17,300.00	$22,600.00	$10,000.00	$14,600.00	$133,200.00
5	$15,500.00	$10,900.00	$9,200.00	$10,300.00	$13,200.00	$14,900.00	$19,500.00	$8,600.00	$12,600.00	$114,700.00
6	$16,500.00	$11,600.00	$9,800.00	$11,000.00	$14,100.00	$15,900.00	$20,800.00	$9,200.00	$13,500.00	$122,400.00
7	$16,800.00	$11,800.00	$10,000.00	$11,200.00	$14,300.00	$16,200.00	$21,200.00	$9,300.00	$13,700.00	$124,500.00
8	$19,300.00	$13,600.00	$11,400.00	$12,900.00	$16,400.00	$18,600.00	$24,300.00	$10,700.00	$15,700.00	$142,900.00
9	$16,300.00	$11,500.00	$9,700.00	$10,900.00	$13,900.00	$15,700.00	$20,500.00	$9,100.00	$13,300.00	$120,900.00
10	$17,000.00	$11,900.00	$10,100.00	$11,300.00	$14,400.00	$16,300.00	$21,400.00	$9,400.00	$13,800.00	$125,600.00
11	$17,400.00	$12,200.00	$10,300.00	$11,600.00	$14,800.00	$16,700.00	$21,900.00	$9,700.00	$14,200.00	$128,800.00
12	$19,900.00	$14,000.00	$11,800.00	$13,300.00	$17,000.00	$19,200.00	$25,100.00	$11,100.00	$16,300.00	$147,700.00
13	$17,300.00	$12,200.00	$10,300.00	$11,500.00	$14,700.00	$16,700.00	$21,800.00	$9,600.00	$14,100.00	$128,200.00
14	$18,100.00	$12,800.00	$10,700.00	$12,100.00	$15,400.00	$17,500.00	$22,800.00	$10,100.00	$14,800.00	$134,300.00
15	$18,900.00	$13,300.00	$11,200.00	$12,600.00	$16,100.00	$18,200.00	$23,800.00	$10,500.00	$15,400.00	$140,000.00

EXHIBIT 4-2

OPTION 3 WORK – ANNUAL RENEWAL - OTHER MAINTENANCE PRICE

	Annual Renewal - Other Price in 2015 U.S. Dollars									
Full Year of Operation (from Substantial Completion)	Option 3A	Option 3B	Option 3C	Option 3D	Option 3E	Option 3F	Option 3G	Option 3H	Option 3I	TOTAL
1	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$1,800.00	$16,200.00
6	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
8	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
9	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
10	$3,300.00	$3,300.00	$3,300.00	$3,300.00	$3,300.00	$3,300.00	$3,300.00	$3,300.00	$3,300.00	$29,700.00
11	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
12	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
13	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
14	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
15	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

EXHIBIT 5

JOB TRAINING PLAN

Policy Statement

Lane - Abrams Joint Venture (Lane-Abrams or L-A JV) will institute an on-the-job training program on the SH 360 Project, in accordance with the TxDOT Special Provisions On-the-Job Training Program for Design - Build and Comprehensive Development Agreement Projects 11-13 (Attachment A). Lane - Abrams will utilize the Associated General Contractors of Texas On-the-Job Training Program (Revised March 2004) (Attachment B) as a guiding resource for developing and implementing the Lane - Abrams On-the-Job Training Program. The program is designed to train and advance minorities, women and economically disadvantaged persons toward journeyworker status in all phases of the highway construction industry.

Nondiscrimination

It is the policy of Lane - Abrams to ensure that all applicants are considered and that employees are treated fairly during their employment, without regard to race, color, religion, age, physical or mental disability, gender, marital status, ancestry, national origin, veteran's status, citizenship, pregnancy, gender orientation, other protected activities, or any other characteristic protected by federal, state, or local law. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; wages or other forms of compensation; selection for training, including apprenticeship, pre-apprenticeship, and/or on the job training; and ensuring and maintaining a work environment free of harassment, intimidation, and coercion at all sites and in all facilities at which employees are assigned to work.

Lane - Abrams JV Annual Goal Commitment

Lane - Abrams is voluntarily participating in the On-the-Job Training Program and will train, at a minimum, 3 trainees. Training will begin at issuance of Maintenance NTP.

Dissemination of On-the-Job Training (OJT) Program

Lane - Abrams will advise employees and applicants for employment of available training programs and prerequisites for each program. Upon entering the program, each trainee will receive a copy of their completed ***Form AGC of Texas Federal On-the-Job Training Program Enrollment Form.***

Good Faith Efforts

At or before the issuance of NTP2, Lane – Abrams will submit the Contractor OJT Plan form to the Department's Office of Civil Rights (OCR) and to the Department's

representative set forth in Section 24.13.3 of the DBA. The plan will specify how Lane – Abrams intends to satisfy its goal by including the following information: the type of apprentice or training program, number of trainees, type of training, and length of training. The trainee(s) shall begin training on the project after start of work and remain on the project as long as training opportunities exist or until the training is completed.

Lane - Abrams will include provisions to effectuate the Job Training Plan in every Subcontract to which it is a party (including purchase orders and task orders for Maintenance Services), and shall require that they be included in all Subcontracts at lower tiers (including purchase orders and task orders for Maintenance Services), so that such provisions will be binding upon each Subcontractor.

Reporting Requirements

Lane - Abrams will notify TxDOT within seven (7) days of intent to assign trainee to the project using the ***AGC of Texas Federal On-the-Job Training Program Enrollment Form.***

On a monthly basis, Lane – Abrams will submit the ***AGC of Texas Federal On-the-Job Training Program Enrollment Monthly Reporting Form*** to the Department's representative set forth in Section 24.13.3 of the DBA and the OCR in Austin. The monthly reporting form will include the number of hours trained and training status. If a trainee is terminated, Lane - Abrams is required to make a good faith effort to replace the trainee within 30 calendar days of the termination.

Lane - Abrams will notify TxDOT within seven (7) days of intent to graduate a trainee from the On-the-Job Training program, provided the trainee has demonstrated to Lane - Abrams his/her ability to perform at a journeyman level. Lane - Abrams reserves the right to graduate a qualified trainee at any time should they be deemed qualified.

Lane - Abrams will utilize ***AGC of Texas Federal On-the-Job Training Program Enrollment Form*** to notify TxDOT of the replacement trainee's enrollment.

Lane - Abrams will retain original training records for a period not less than three years after the end of the project.

Trainee Requirements

No employee will be enrolled in the On-the-Job Training program in any classification in which he/she has previously completed a training course leading to journeyman status, or in which he/she has been employed as a journeyman.

Trainee Wage Rates

Trainees will be paid at a minimum the established percentages of the project specific journeyman starting wage (JSW) rates as set forth by Lane - Abrams. Under no circumstance will the trainee receive less than the minimum wage. Trainees' compensation will be not less than 60% of JSW specified in the contract for the first half of the training period, 75% for the third quarter of the training period and 90% for the last quarter of the training period.

ATTACHMENT A TO EXHIBT 5

SPECIAL PROVISION

On-the-Job Training Program for Design-Build and Comprehensive Development Agreement Projects

This training special provision is the Department's implementation of 23 U.S.C. 140 (a). The primary objective of this provision is to train and upgrade minorities and women toward journey worker status. This training commitment is not intended and shall not be used to discriminate against any applicant for training, whether a member of a minority group or not.

As part of DB Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

1. The DB Contractor shall ensure that on-the-job training (OJT) aimed at developing full journey worker status in the type of trade or job classification involved is provided.

2. The Department has assigned a project-specific trainee goal in accordance with the following guidelines as set forth in 23 C.F.R.§230.111:

    1) Dollar value of the construction services contract;
    2) Duration of the construction work activity;
    3) Geographic location;
    4) Availability of minorities, women, and disadvantaged for training;
    5) The potential for effective training;
    6) Type of work;
    7) Total normal work force that the average proposer could be expected to use;
    8) The need for additional journeymen in the area;
    9) Recognition of the suggested minimum goal for the State; and
    10) A satisfactory ratio of trainees to journeymen expected to be on DB Contractor's work force during normal operations.

Construction Cost Estimate		
From	**To**	**Trainees**
$0	$9,999,999.99	0
$10,000,000	$19,999,999.99	1
$20,000,000	$39,999,999.99	2
$40,000,000	$59,999,999.99	3
$60,000,000	$79,999,999.99	4
$80,000,000	$99,999,999.99	5
$100,000,000	$119,999,999.99	6
Thereafter for each increment of $20 million, goal is increased by one trainee		

3. The OJT program trainee goal for this project is 0 trainees.

4. The DB Contractor will have fulfilled its responsibilities under this provision when acceptable training has been provided to the number of trainees assigned to this project.

5. In the event that DB Contractor subcontracts a portion of the contract work, it shall determine if any of the trainees are to be trained by the subcontractor. The DB Contractor should insure that this training special provision is made applicable to such subcontract. However, DB Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision.

6. The DB Contractor shall make every effort to ensure minorities and women are enrolled and trained in the program. The DB Contractor shall conduct systematic and direct recruitment through public and private sources likely to yield minority and women trainees to the extent that such persons are available within a reasonable area of recruitment.

7. It is the intention of this provision that training is to be provided in the construction crafts. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

8. The Department and the Federal Highway Administration (FHWA) shall approve a training program if it meets the equal employment opportunity obligations of DB Contractor and aims to train and upgrade employees to journey worker status.

9. The Department's OJT Program has been designed to ensure that the trainee consistently receives the level and quality of training necessary to perform as a journey worker in his/her respective skilled trade classification. Standard training programs for each skilled construction trade classification are located in the OJT program manual.

10. Apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided the program is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts.

11. The number of trainees shall be distributed among the work classifications on the basis of DB Contractor's needs and the availability of journey worker in the various classifications.

12. No employee shall be employed as a trainee in any classification in which he or she has successfully completed a training course leading to journey worker status or in which he or she has been employed as a journey worker. The DB Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, DB Contractor's records should document the findings in each case.

13. At or before contract execution, DB Contractor must submit the Contractor OJT Plan form to the Department's Office of Civil Rights (OCR). The plan shall specify how DB Contractor intends to satisfy its goal by including the following information: the type of apprentice or training program, number of trainees, type of training, and length of training.

14. The trainee(s) shall begin training on the project after start of work and remain on the project as long as training opportunities exist or until the training is completed.

15. The trainees will be paid at minimum, 60 percent of the appropriate journey worker's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period. However, if the apprentices or trainees are enrolled in another program approved by the Department of Labor or other agency, such appropriate rates shall apply.

16. The OCR must approve all proposed apprentices and trainees before training begins. The DB Contractor must submit the Federal OJT Enrollment Form in order for training to be counted toward the project goal and be eligible for reimbursement. The DB Contractor shall provide each trainee with a copy of the training program he or she will follow.

17. On a monthly basis, DB Contractor shall submit the Federal OJT Monthly Reporting Form to the Department's Strategic Projects office(s) and the OCR. The monthly reporting form will include the number of hours trained and training status. If a trainee is terminated, DB Contractor is required to make a good faith effort to replace the trainee within 30 calendar days of the termination.

18. The DB Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

19. If requested, DB Contractor may be reimbursed 80 cents per hour of training for each trainee working on this project and whose participation towards the OJT project goal has been approved.

This reimbursement will be made regardless of whether DB Contractor receives additional training program funds from other sources, provided such other program requirements do not specifically prohibit DB Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to DB Contractor if the trainees are concurrently employed on a federal-aid project and when DB Contractor: contributes to the cost of the training, or provides the instruction to the trainee, or pays the trainee's wages during the offsite training period.

No payment shall be made to DB Contractor if either the failure to provide the required training or the failure to hire the trainee as a journeyman is caused by DB Contractor and evidences a lack of good faith on the part of DB Contractor in meeting the requirements of this Training Special Provision.

20. Detailed program reporting requirements and procedures, reporting forms, and the list of approved training classifications are found in the OJT program manual, which can be obtained upon request by contacting the OCR.

ATTACHMENT B TO EXHIBIT 5

(Attached.)

EXHIBIT 6

FORM OF MAINTENANCE PERFORMANCE BOND

SH 360 Project

Bond No. _____

WHEREAS, the Texas Department of Transportation ("Obligee"), has awarded to _____, a _____ ("Principal"), a Comprehensive Maintenance Agreement for the SH 360 Project, duly executed and delivered as of _____, 20__ (the "COMA"), on the terms and conditions set forth therein; and

WHEREAS, on or before 60 days after issuance by Obligee of Maintenance NTP1, Principal is required to furnish a bond (this "Bond") guaranteeing the faithful performance of its obligations under the COMA Documents.

NOW, THEREFORE, Principal and _____, a _____ ("Surety"), an admitted surety insurer in the State of Texas, are held and firmly bound unto Obligee in the amount of $[_____] *[amount calculated as set forth in COMA Section 7.1.3]*] (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT, if Principal shall promptly and faithfully perform all of its obligations under the COMA Documents, including any and all amendments and supplements thereto, then the obligations under this Bond shall be null and void; otherwise this Bond shall remain in full force and effect. Obligee shall release this Bond upon the occurrence of all of the conditions to release set forth in Section 7.1 of the COMA.

The following terms and conditions shall apply with respect to this Bond:

1. The COMA Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the COMA.

2. This Bond specifically guarantees the performance of each and every obligation of Principal under the COMA Documents, as they may be amended and supplemented, including but not limited to its liability for payment in full of all damages owing under Section 5.4.7 or 5.4.8 of the COMA, Noncompliance Charges owing under Section 12.3 of the COMA, Lane Rental Charges owing under Section 12.5 of the COMA, and any other damages owing as specified in the COMA Documents, but not to exceed the Bonded Sum.

3. The guarantees contained herein shall survive the expiration or termination of the Maintenance Term with respect to those obligations of Principal under the COMA Documents which survive such expiration or termination.

4. Whenever Principal shall be, and is declared by Obligee to be, in default under the COMA Documents, provided that Obligee is not then in material default thereunder, Surety shall promptly:

a. Arrange for the Principal to perform and complete the COMA; or

b. Complete the Project in accordance with the terms and conditions of the COMA Documents then in effect, through its agents or through independent contractors; or

c. Obtain bids or negotiated proposals from qualified contractors acceptable to the Obligee for a contract for performance and completion of the Maintenance Services, through a procurement process approved by the Obligee, arrange for a contract to be prepared for execution by the Obligee and the contractor selected with the Obligee's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the COMA, and pay to the Obligee the amount of damages as described in Paragraph 6 of this Bond in excess of the unpaid balance of the Maintenance Price for the applicable Maintenance Term incurred by the Obligee resulting from the Principal's default; or

d. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances (i) after investigation, determine the amount for which it may be liable to the Obligee and, promptly after the amount is determined, tender payment therefor to the Obligee, or (ii) deny liability in whole or in part and notify the Obligee citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Obligee to Surety demanding that Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to the Obligee. If Surety proceeds as provided in Subparagraph 4.d of this Bond, and the Obligee refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, the Obligee shall be entitled to enforce any remedy available to the Obligee.

6. After the Obligee has terminated the Principal's right to complete the COMA, and if Surety elects to act under Subparagraph 4.a, 4.b, or 4.c above, then the responsibilities of Surety to the Obligee shall not be greater than those of the Principal under the COMA, and the responsibilities of the Obligee to Surety shall not be greater than those of the Obligee under the COMA. To the limit of the Bonded Sum, but subject to commitment of the unpaid balance of the Maintenance Price for the applicable Maintenance Term to mitigation costs and damages on the COMA, Surety is obligated without duplication for:

a. The responsibilities of the Principal for correction of defective Maintenance Services and completion of the Maintenance Services;

b. Actual damages, including additional legal, design, engineering, professional and delay costs resulting from Principal's default, and resulting from the actions or failure to act of Surety under Paragraph 4 of this Bond; and

c. All damages owing under Section 5.4.7 or 5.4.8 of the COMA, Noncompliance Charges owing under Section 12.3 of the COMA, Lane Rental Charges owing under Section 12.5 of the COMA, and any other damages owing as specified in the COMA.

7. No alteration, modification or supplement to the COMA Documents or the nature of the Maintenance Services to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any alteration, modification, supplement or extension of time.

8. In no event shall the term of this bond be beyond the end of the [Initial] [Second] [Third] Maintenance Term without the express written consent of the Surety. Surety will have no obligation to extend or replace this bond for additional periods of time. Failure of the Surety to extend this bond or failure of the Principal to file a replacement bond shall not constitute a default under this Bond.

9. Correspondence or claims relating to this Bond should be sent to Surety at the following address:

_____
_____
_____

10. No right of action shall accrue on this Bond to or for the use of any entity other than Obligee or its successors and assigns.

IN WITNESS WHEREOF, Principal and Surety have caused this Bond to be executed and delivered as of _____, 201[__]

Principal:

_____
By: _____
Its: _____
(Seal)

Surety:

_____
By: _____
Its: _____
(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

SURETY

_____
or secretary attest

By:_____
Name
Title:
Address:

EXHIBIT 7

FORM OF MAINTENANCE PAYMENT BOND

SH 360 Project

Bond No. _____

WHEREAS, the Texas Department of Transportation ("Obligee"), has awarded to _____, a _____ ("Principal"), a Comprehensive Maintenance Agreement for the SH 360 Project, duly executed and delivered as of _____, 20__ (the "COMA"), on the terms and conditions set forth therein; and

WHEREAS, on or before 60 days after issuance by Obligee of Maintenance NTP1, Principal is required to furnish a bond (this "Bond") guaranteeing payment in full to all Subcontractors and Suppliers.

NOW, THEREFORE, Principal and _____, a _____ ("Surety"), an admitted surety insurer in the State of Texas, are held and firmly bound unto Obligee in the amount of $[_____] *[amount calculated as set forth in COMA Section 7.1.3]* (the "Bonded Sum"), for payment of which sum Principal and Surety jointly and severally firmly bind themselves and their successors and assigns.

THE CONDITION OF THIS BOND IS SUCH THAT, if Principal shall fail to pay any valid claims by Subcontractors and Suppliers with respect to the Maintenance Services, then Surety shall pay for the same in an amount in the aggregate of all Subcontracts not to exceed the Bonded Sum; otherwise this Bond shall be null and void upon the occurrence of all of the conditions to release set forth in Section 7.1 of the COMA.

The following terms and conditions shall apply with respect to this Bond:

1. The COMA Documents are incorporated by reference herein. Capitalized terms not separately defined herein have the meanings assigned such terms in the COMA.

2. No alteration, modification or supplement to the COMA Documents or the nature of the work to be performed thereunder, including without limitation any extension of time for performance, shall in any way affect the obligations of Surety under this Bond. Surety waives notice of any alteration, modification, supplement or extension of time.

3. Correspondence or claims relating to this Bond should be sent to Surety at the following address:

_____
_____
_____

4. This Bond shall inure to the benefit of Subcontractors and Suppliers with respect to the Maintenance Services so as to give a right of action to such persons and their assigns in any suit brought upon this Bond.

5. In no event shall the term of this bond be beyond the [Initial] [Second] [Third] Maintenance Term without the express written consent of the Surety. Surety will have no obligation to extend or replace this bond for additional periods of time. Failure of the Surety to extend this bond or failure of the Principal to file a replacement bond shall not constitute a default under this Bond.

IN WITNESS WHEREOF, Principal and Surety have caused this Bond to be executed and delivered as of _____, 201[__].

Principal:

_____
By: _____
Its: _____
(Seal)

Surety:

_____
By: _____
Its: _____
(Seal)

[ADD APPROPRIATE SURETY ACKNOWLEDGMENTS]

SURETY

By:_____
Name
Title:
Address:

EXHIBIT 8

[Reserved]

EXHIBIT 9

FORM OF GUARANTY

THIS GUARANTY (this "Guaranty") is made as of _____, 20__ by _____, a _____ ("Guarantor"), in favor of the TEXAS DEPARTMENT OF TRANSPORTATION, an agency of the State of Texas ("TxDOT").

RECITALS

A. _____, as maintenance contractor ("Maintenance Contractor"), and TxDOT are parties to that certain Comprehensive Maintenance Agreement of even date herewith ("Comprehensive Maintenance Agreement") pursuant to which the Maintenance Contractor has agreed to perform, among other things, the Maintenance Services in respect of the Project. Initially capitalized terms used herein without definition will have the meaning given such term in the Comprehensive Maintenance Agreement.

B. To induce TxDOT to (i) enter into the Comprehensive Maintenance Agreement; and (ii) consummate the transactions contemplated thereby, Guarantor has agreed to enter into this Guaranty.

C. Maintenance Contractor is a _____. The Guarantor is a _____. The execution of the Comprehensive Maintenance Agreement by TxDOT and the consummation of the transactions contemplated thereby will materially benefit Guarantor. Without this Guaranty, TxDOT would not have entered into the Comprehensive Maintenance Agreement with Maintenance Contractor. Therefore, in consideration of TxDOT's execution of the Comprehensive Maintenance Agreement and consummation of the transactions contemplated thereby, Guarantor has agreed to execute this Guaranty.

NOW, THEREFORE, in consideration of the foregoing Recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor agrees as follows:

1. **Guaranty**. Guarantor guarantees to TxDOT and its successors and assigns the full and prompt payment and performance when due of all of the obligations of the Maintenance Contractor arising out of, in connection with, under or related to: (a) the Comprehensive Maintenance Agreement (and the exhibits, amendments, schedules and other addenda thereto, and the documents executed or to be executed in connection therewith), and (b) each and every other document and agreement executed by the Maintenance Contractor in connection with the consummation of the transactions contemplated by the Comprehensive Maintenance Agreement (the documents described in clauses (a)-(b), inclusive, shall collectively be referred to herein as the "COMA Documents"). The obligations guaranteed pursuant to this Guaranty are collectively referred to herein as the "Guaranteed Obligations."

2. **Unconditional Obligations.** This Guaranty is a guaranty of payment and performance and not of collection. Except as provided in Section 21, this Guaranty is an absolute, unconditional and irrevocable guarantee of the full and prompt payment and performance when due of all of the Guaranteed Obligations, whether or not from time to time reduced or extinguished or hereafter increased or incurred, and whether or not enforceable against the Maintenance Contractor. If any payment made by the Maintenance Contractor or

any other Person and applied to the Guaranteed Obligations is at any time annulled, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be repaid or refunded, then, to the extent of such payment or repayment, the liability of Guarantor will be and remain in full force and effect as fully as if such payment had never been made. Guarantor covenants that this Guaranty will not be fulfilled or discharged, except by the complete payment and performance of the Guaranteed Obligations, whether by the primary obligor or Guarantor under this Guaranty. Without limiting the generality of the foregoing, Guarantor's obligations hereunder will not be released, discharged or otherwise affected by: (a) any change in the COMA Documents or the obligations thereunder, or any insolvency, bankruptcy or similar proceeding affecting the Maintenance Contractor, Guarantor or their respective assets, and (b) the existence of any claim or set-off which the Maintenance Contractor has or Guarantor may have against TxDOT, whether in connection with this Guaranty or any unrelated transaction, provided that nothing in this Guaranty will be deemed a waiver by Guarantor of any claim or prevent the assertion of any claim by separate suit. This Guaranty will in all respects be a continuing, absolute, and unconditional guaranty irrespective of the genuineness, validity, regularity or enforceability of the Guaranteed Obligations or any part thereof or any instrument or agreement evidencing any of the Guaranteed Obligations or relating thereto, or the existence, validity, enforceability, perfection, or extent of any collateral therefor or any other circumstances relating to the Guaranteed Obligations, except as provided in Section 21.

3. **Independent Obligations.** Guarantor agrees that the Guaranteed Obligations are independent of the obligations of the Maintenance Contractor and if any default occurs hereunder, a separate action or actions may be brought and prosecuted against Guarantor whether or not the Maintenance Contractor is joined therein. TxDOT may maintain successive actions for other defaults of Guarantor. TxDOT's rights hereunder will not be exhausted by the exercise of any of its rights or remedies or by any such action or by any number of successive actions until and unless all Guaranteed Obligations have been paid and fully performed.

a. Guarantor agrees that TxDOT may enforce this Guaranty, at any time and from time to time, without the necessity of resorting to or exhausting any security or collateral and without the necessity of proceeding against the Maintenance Contractor. Guarantor hereby waives any right to require TxDOT to proceed against the Maintenance Contractor, to exercise any right or remedy under any of the COMA Documents or to pursue any other remedy or to enforce any other right.

b. Guarantor will continue to be subject to this Guaranty notwithstanding: (i) any modification, agreement or stipulation between the Maintenance Contractor and TxDOT or their respective successors and assigns, with respect to any of the COMA Documents or the Guaranteed Obligations; (ii) any waiver of or failure to enforce any of the terms, covenants or conditions contained in any of the COMA Documents or any modification thereof; (iii) any release of the Maintenance Contractor from any liability with respect to any of the COMA Documents; or (iv) any release or subordination of any collateral then held by TxDOT as security for the performance by the Maintenance Contractor of the Guaranteed Obligations.

c. The Guaranteed Obligations are not conditional or contingent upon the genuineness, validity, regularity or enforceability of any of the COMA Documents or the pursuit by TxDOT of any remedies which TxDOT either now has or may hereafter have with respect thereto under any of the COMA Documents.

d. Notwithstanding anything to the contrary contained elsewhere in this Guaranty, Guarantor's obligations and undertakings hereunder are derivative of, and not in excess of, the obligations of the Maintenance Contractor under the COMA. Accordingly, in the event that the Maintenance Contractor's obligations have been changed by any modification, agreement or stipulation between Maintenance Contractor and TxDOT or their respective successors or assigns, this Guaranty shall apply to the Guaranteed Obligations as so changed.

4. Liability of Guarantor.

a. TxDOT may enforce this Guaranty upon the occurrence of a breach by the Maintenance Contractor of any of the Guaranteed Obligations, notwithstanding the existence of any dispute between TxDOT and the Maintenance Contractor with respect to the existence of such a breach.

b. Guarantor's performance of some, but not all, of the Guaranteed Obligations will in no way limit, affect, modify or abridge Guarantor's liability for those Guaranteed Obligations that have not been performed.

c. TxDOT, upon such terms as it deems appropriate, without notice or demand and without affecting the validity or enforceability of this Guaranty or giving rise to any reduction, limitation, impairment, discharge or termination of Guarantor's liability hereunder, from time to time may (i) with respect to the financial obligations of the Maintenance Contractor, if and as permitted by the Maintenance Contract, renew, extend, accelerate, increase the rate of interest on, or otherwise change the time, place, manner or terms of payment of financial obligations that are Guaranteed Obligations, and/or subordinate the payment of the same to the payment of any other obligations, (ii) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto, (iii) request and accept other guarantees of the Guaranteed Obligations and take and hold security for the payment and performance of this Guaranty or the Guaranteed Obligations, (iv) release, surrender, exchange, substitute, compromise, settle, rescind, waive, alter, subordinate or modify, with or without consideration, any security for performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any Person with respect to the Guaranteed Obligations, (v) enforce and apply any security hereafter held by or for the benefit of TxDOT in respect of this Guaranty or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that TxDOT may have against any such security, as TxDOT in its discretion may determine, and (vi) exercise any other rights available to it under the COMA Documents.

d. This Guaranty and the obligations of Guarantor hereunder will be valid and enforceable and will not be subject to any reduction, limitation, impairment, discharge or termination for any reason (other than indefeasible performance in full of the Guaranteed Obligations), including without limitation the occurrence of any of the following, whether or not Guarantor will have had notice or knowledge of any of them: (i) any failure or omission to assert or enforce or agreement or election not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, of the exercise or enforcement of, any claim or demand or any right, power or remedy (whether arising under the COMA Documents, at law, in equity or otherwise) with respect to the Guaranteed Obligations or any agreement or instrument relating thereto; (ii) any rescission, waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions (including without limitation provisions relating to events of default) of the COMA Documents or any agreement or instrument executed pursuant thereto;

(iii) TxDOT's consent to the change, reorganization or termination of the corporate structure or existence of the Maintenance Contractor; (iv) any defenses, set-offs or counterclaims that the Maintenance Contractor may allege or assert against TxDOT in respect of the Guaranteed Obligations, except as provided in Section 21.

5. Waivers. To the fullest extent permitted by law, Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require TxDOT to proceed against the Maintenance Contractor or any other Person or to proceed against or exhaust any security held by TxDOT at any time or to pursue any right or remedy under any of the COMA Documents or any other remedy in TxDOT's power before proceeding against Guarantor; (b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of, or revocation hereby by Guarantor, the Maintenance Contractor or any other Person or the failure of TxDOT to file or enforce a claim against the estate (either in administration, bankruptcy or any other proceeding) of any such Person; (c) any defense that may arise by reason of any presentment, demand for payment or performance or otherwise, protest or notice of any other kind or lack thereof; (d) any right or defense arising out of an election of remedies by TxDOT even though the election of remedies, such as nonjudicial foreclosure with respect to any security for the Guaranteed Obligations, has destroyed the Guarantor's rights of subrogation and reimbursement against the Maintenance Contractor by the operation of law or otherwise; (e) all notices to Guarantor or to any other Person, including, but not limited to, notices of the acceptance of this Guaranty or the creation, renewal, extension, modification, accrual of any of the obligations of the Maintenance Contractor under any of the COMA Documents, or of default in the payment or performance of any such obligations, enforcement of any right or remedy with respect thereto or notice of any other matters relating thereto, except any notice TxDOT may give under Section 12.3 of the Comprehensive Maintenance Agreement, but without diminishing TxDOT's exercise of its rights pursuant to Section 12.2.2 of the Comprehensive Maintenance Agreement; (f) any defense based upon any act or omission of TxDOT which directly or indirectly results in or aids the discharge or release of the Maintenance Contractor, Guarantor or any security given or held by TxDOT in connection with the Guaranteed Obligations; and (g) any and all guaranty and suretyship defenses under applicable law.

6. Waiver of Subrogation and Rights of Reimbursement. Until the Guaranteed Obligations have been indefeasibly paid in full, Guarantor waives any claim, right or remedy which it may now have or may hereafter acquire against the Maintenance Contractor that arises from the performance of Guarantor hereunder, including, without limitation, any claim, right or remedy of subrogation, reimbursement, exoneration, contribution, or indemnification, or participation in any claim, right or remedy of TxDOT against the Maintenance Contractor, or any other security or collateral that TxDOT now has or hereafter acquires, whether or not such claim, right or remedy arises in equity, under contract, by statute, under common law or otherwise. All existing or future indebtedness of Maintenance Contractor or any shareholders, partners, members, joint venturers of Maintenance Contractor to Guarantor is subordinated to all of the Guaranteed Obligations. Whenever and for so long as the Maintenance Contractor shall be in default in the performance of a Guaranteed Obligation, no payments with respect to any such indebtedness shall be made by Maintenance Contractor or any shareholders, partners, members, joint venturers of Maintenance Contractor to Guarantor without the prior written consent of TxDOT. Any payment by Maintenance Contractor or any shareholders, partners, members, joint venturers of Maintenance Contractor to Guarantor in violation of this provision shall be deemed to have been received by Guarantor as trustee for TxDOT.

7. Waivers by Guarantor if Real Property Security. If the Guaranteed Obligations are or become secured by real property or an estate for years, Guarantor waives all rights and defenses that Guarantor may have because the Guaranteed Obligations are secured by real property. This means, among other things:

a. TxDOT may collect from Guarantor without first foreclosing on any real or personal property collateral pledged by the Maintenance Contractor.

b. If TxDOT forecloses on any real property collateral pledged by the Maintenance Contractor:

(1) The amount of the Guaranteed Obligation may be reduced only by the price for which that collateral is sold at the foreclosure sale, even if the collateral is worth more than the sale price.

(2) TxDOT may collect from Guarantor even if TxDOT, by foreclosing on the real property collateral, has destroyed any right Guarantor may have to collect from the Maintenance Contractor.

This is an unconditional and irrevocable waiver of any rights and defenses Guarantor may have because the Guaranteed Obligations secured by real property

8. Cumulative Rights. All rights, powers and remedies of TxDOT hereunder will be in addition to and not in lieu of all other rights, powers and remedies given to TxDOT, whether at law, in equity or otherwise.

9. Representations and Warranties. Guarantor represents and warrants that:

a. it is a _____ duly ***[organized][formed]***, validly existing, and in good standing under the laws of the State of _____ and qualified to do business and is in good standing under the laws of the State of Texas;

b. it has all requisite ***[corporate][partnership][limited liability company]*** power and authority to execute, deliver and perform this Guaranty;

c. the execution, delivery, and performance by Guarantor of this Guaranty have been duly authorized by all necessary corporate action on the part of Guarantor, and proof of such authorization will be provided with the execution of this Guaranty;

d. this Guaranty has been duly executed and delivered and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms;

e. neither the execution nor delivery of this Guaranty nor compliance with or fulfillment of the terms, conditions, and provisions hereof, will conflict with, result in a material breach or violation of the terms, conditions, or provisions of, or constitute a material default, an event of default, or an event creating rights of acceleration, termination, or cancellation, or a loss of rights under: (1) ***[the certificate of incorporation or by-laws][certificate of limited partnership or partnership agreement][certificate of formation or limited liability company agreement]*** of Guarantor, (2) any judgment, decree, order,

contract, agreement, indenture, instrument, note, mortgage, lease, governmental permit, or other authorization, right restriction, or obligation to which Guarantor is a party or any of its property is subject or by which Guarantor is bound, or (3) any federal, state, or local law, statute, ordinance, rule or regulation applicable to Guarantor;

f. it now has and will continue to have full and complete access to any and all information concerning the transactions contemplated by the COMA Documents or referred to therein, the financial status of the Maintenance Contractor and the ability of the Maintenance Contractor to pay and perform the Guaranteed Obligations;

g. it has reviewed and approved copies of the COMA Documents and is fully informed of the remedies TxDOT may pursue, with or without notice to the Maintenance Contractor or any other Person, in the event of default of any of the Guaranteed Obligations;

h. it has made and so long as the Guaranteed Obligations (or any portion thereof) remain unsatisfied, it will make its own credit analysis of the Maintenance Contractor and will keep itself fully informed as to all aspects of the financial condition of the Maintenance Contractor, the performance of the Guaranteed Obligations of all circumstances bearing upon the risk of nonpayment or nonperformance of the Guaranteed Obligations. Guarantor hereby waives and relinquishes any duty on the part of TxDOT to disclose any matter, fact or thing relating to the business, operations or conditions of the Maintenance Contractor now known or hereafter known by TxDOT;

i. no consent, authorization, approval, order, license, certificate, or permit or act of or from, or declaration or filing with, any governmental authority or any party to any contract, agreement, instrument, lease, or license to which Guarantor is a party or by which Guarantor is bound, is required for the execution, delivery, or compliance with the terms hereof by Guarantor, except as have been obtained prior to the date hereof; and

j. there is no pending or, to the best of its knowledge, threatened action, suit, proceeding, arbitration, litigation, or investigation of or before any Governmental Authority which challenges the validity or enforceability of this Guaranty.

10. Governing Law; Venue. The validity, interpretation and effect of this Guaranty are governed by and will be construed in accordance with the laws of the State of Texas applicable to contracts made and performed in such State and without regard to conflicts of law doctrines except to the extent that certain matters are preempted by Federal law. Guarantor consents to the jurisdiction of the state of Texas with regard to this Guaranty. The venue for any action regarding this Guaranty shall be Travis County, Texas.

11. Entire Document. This Guaranty, together with the COMA Documents, contains the entire agreement of Guarantor with respect to the transactions contemplated hereby, and supersedes all negotiations, representations, warranties, commitments, offers, contracts and writings prior to the date hereof, written or oral, with respect to the subject matter hereof. No waiver, modification or amendment of any provision of this Guaranty is effective unless made in writing and duly signed by TxDOT referring specifically to this Guaranty, and then only to the specific purpose, extent and interest so provided.

12. Severability. If any provision of this Guaranty is determined to be unenforceable for any reason by a court of competent jurisdiction, it will be adjusted rather than

voided, to achieve the intent of the parties and all of the provisions not deemed unenforceable will be deemed valid and enforceable to the greatest extent possible.

13. Notices. Any communication, notice or demand of any kind whatsoever under this Guaranty shall be in writing and (a) delivered personally, (b) sent by certified mail, return receipt requested, (c) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone to the addresses set forth below (or to such other address as may from time to time be specified in writing by such Person:

If to TxDOT: Texas Department of Transportation
7600 Chevy Chase Drive, Bldg. 2, Suite 400
Austin, Texas 78752
Attention: Katharine D. Nees, P.E.
Telephone: (512) 936-0903
Email: katie.nees@txdot.gov

With copies to: Texas Department of Transportation
Office of General Counsel
125 East 11th Street
Austin, TX 78701
Attention: John J. Ingram, Esq.
Telephone: (512) 463-8630
Facsimile: (512) 475-3070

If to Guarantor: _____
_____ _____
Attention: _____
Telephone: _____
Telecopy: _____

Either Guarantor or TxDOT may from time to time change its address for the purpose of notices by a similar notice specifying a new address, but no such change is effective until it is actually received by the party sought to be charged with its contents.

All notices and other communications required or permitted under this Guaranty which are addressed as provided in this Section 13 are effective upon delivery, if delivered personally or by overnight mail, and, are effective five days following deposit in the United States mail, postage prepaid if delivered by mail.

14. Captions. The captions of the various Sections of this Guaranty have been inserted only for convenience of reference and do not modify, explain, enlarge or restrict any of the provisions of this Guaranty.

15. Assignability. This Guaranty is binding upon and inures to the benefit of the successors and assigns of Guarantor and TxDOT, but is not assignable by Guarantor without the prior written consent of TxDOT, which consent may be granted or withheld in TxDOT's sole discretion. Any assignment by Guarantor effected in accordance with this Section 15 will not relieve Guarantor of its obligations and liabilities under this Guaranty.

16. **Construction of Agreement.** Ambiguities or uncertainties in the wording of this Guaranty will not be construed for or against any party, but will be construed in the manner that most accurately reflects the parties' intent as of the date hereof.

17. **No Waiver.** Any forbearance or failure to exercise, and any delay by TxDOT in exercising, any right, power or remedy hereunder will not impair any such right, power or remedy or be construed to be a waiver thereof, nor will it preclude the further exercise of any such right, power or remedy.

18. **Bankruptcy; Post-Petition Interest; Reinstatement of Guaranty.**

a. The obligations of Guarantor under this Guaranty will not be reduced, limited, impaired, discharged, deferred, suspended or terminated by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of the Maintenance Contractor or by any defense which the Maintenance Contractor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding. TxDOT is not obligated to file any claim relating to the Guaranteed Obligations if the Maintenance Contractor becomes subject to a bankruptcy, reorganization, or similar proceeding, and the failure of TxDOT so to file will not affect Guarantor's obligations under this Guaranty.

b. Guarantor acknowledges and agrees that any interest on any portion of the Guaranteed Obligations which accrues after the commencement of any proceeding referred to in clause (a) above (or, if interest on any portion of the Guaranteed Obligations ceases to accrue by operation of law by reason of the commencement of said proceeding, such interest as would have accrued on such portion of the Guaranteed Obligations if said proceedings had not been commenced) will be included in the Guaranteed Obligations because it is the intention of Guarantor and TxDOT that the Guaranteed Obligations should be determined without regard to any rule of law or order which may relieve the Maintenance Contractor of any portion of such Guaranteed Obligations. Guarantor will permit any trustee in bankruptcy, receiver, debtor in possession, assignee for the benefit of creditors or any similar person to pay TxDOT, or allow the claim of TxDOT in respect of, any such interest accruing after the date on which such proceeding is commenced.

19. **Attorneys' Fees**. Guarantor agrees to pay to TxDOT without demand reasonable attorneys' fees and all costs and other expenses (including such fees and costs of litigation, arbitration and bankruptcy, and including appeals) incurred by TxDOT in enforcing, collecting or compromising any Guaranteed Obligation or enforcing or collecting this Guaranty against Guarantor or in attempting to do any or all of the foregoing.

20. **Joint and Several Liability**. If the Guarantor is comprised of more than one individuals and/or entities, such individuals and/or entities, as applicable, shall be jointly and severally liable for the Guaranteed Obligations. If more than one guaranty is executed with respect to the Maintenance Contractor and the Project, each guarantor under such a guaranty shall be jointly and severally liable with the other guarantors with respect to the obligations guaranteed under such guaranties.

21. **Defenses**. Guarantor shall be entitled to the benefit of all defenses available to the Maintenance Contractor under the Comprehensive Maintenance Agreement except (a) those expressly waived in this Guaranty, (b) failure of consideration, lack of authority of the Contractor and any other defense to formation of the Contract, and (c) defenses available

to the Maintenance Contractor under any federal or state law regarding bankruptcy, arrangement, reorganization or similar relief of debtors. Action against Guarantor under this Guaranty shall be subject to no prior notice or demand except any notice TxDOT may give under Section 12.3 of the Comprehensive Maintenance Agreement, without diminishing any rights TxDOT may exercise pursuant to Section 12.2.2 of the Comprehensive Maintenance Agreement.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above.

_____
a _____

By: _____
Name:_____
Title:_____

By: _____
Name:_____
Title:_____

EXHIBIT 10

INSURANCE REQUIREMENTS

1. Builder's Risk Insurance During Construction Activities

At all times during any period in which Maintenance Services (other than Incident management), by or on behalf of Maintenance Contractor is in progress during the Maintenance Term, Maintenance Contractor shall procure and keep in force a policy of builder's risk insurance as specified below.

(a) The policy shall provide coverage for "all risks" of direct physical loss or damage to the portions of the Project under construction, excluding terrorism but including the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, and tornado and subsidence; shall contain extensions of coverage that are typical for a project of the nature of the Project; and shall contain only those exclusions that are typical for a project of the nature of the Project.

(b) The policy shall cover (i) all property, roads, buildings, structures, fixtures, materials, supplies, foundations, pilings, machinery and equipment that are part of or related to the portions of the Project under construction, and the works of improvement, including permanent and temporary works and materials, and including goods intended for incorporation into the works located at the Site, in storage or in the course of inland transit on land to the Site, (ii) all existing property and improvements that are within the construction work zone or are or will be affected by the construction work, and (iii) valuable papers and restoration of data, plans and drawings.

(c) The policy shall provide coverage per occurrence up to the greater of the maximum probable loss amount as determined by Maintenance Contractor's insurance advisor and reviewed and approved by TxDOT or $25,000,000, without risk of co-insurance; provided, however, that the policy must also insure against all of the following risks, which may be subject to the following sublimits (i) for earth movement and flood an amount of not less than $5,000,000 per occurrence and $10,000,000 aggregate, (ii) for existing property and improvements an amount of not less than $1,000,000, (iii) for building ordinance compliance an amount of not less than $5,000,000, (iv) for "soft cost expense" an amount acceptable to TxDOT, not less than $5,000,000, (v) for demolition, not less than $5,000,000, (vi) for debris removal, not less than $5,000,000, (vii) for professional fees, not less than $2,000,000, and (viii) for valuable papers and restoration of data, plans and drawings, not less than $500,000.

(d) The Indemnified Parties shall be named as additional insureds on the policy. The policy shall be written so that no act or omission of any insured shall vitiate coverage of the additional insureds.

(e) The policy shall include coverage for (i) foundations, including pilings, but excluding normal settling, shrinkage, or expansion, (ii) physical damage resulting from machinery accidents but excluding normal and natural wear and tear, corrosion, erosion, inherent vice or latent defect in the machinery, (iii) plans, blueprints and specifications, (iv) physical damage resulting from faulty work or faulty materials, but excluding the cost of making good such faulty work or faulty materials, (v) physical damage resulting from design error or omission but excluding the cost of making good such design error or omission, (vi) demolition

and debris removal coverage, (vii) the increased replacement cost due to any change in applicable codes or other Laws, (viii) expense to reduce loss, (ix) building ordinance compliance, with the building ordinance exclusion deleted, and (x) "soft cost expense" (including costs of Governmental Approvals, mitigation costs, attorneys' fees, and other fees and costs associated with such damage or loss or replacement thereof).

(f) The policy shall provide a deductible or self-insured retention not exceeding $1,000,000 per occurrence. However, with regard to the perils of windstorm, flood and earthquake/earth movement, TxDOT will accept deductibles up to 5% of the policy limit.

2. Commercial General Liability Insurance

At all times during the performance of the Maintenance Services and during the Maintenance Term, Maintenance Contractor shall procure and keep in force, or cause to be procured and kept in force, commercial general liability insurance as specified below.

(a) The policy shall be in a form reasonably acceptable to TxDOT, and shall be an occurrence form. The policy shall contain extensions of coverage that are typical for a project of the nature of this Project, and shall contain only those exclusions that are typical for a project of the nature of this Project.

(b) The policy shall insure against the legal liability of the insureds named in Section 2(d), relating to claims by third parties for accidental death, bodily injury or illness, property damage, personal injury and advertising injury, and shall include the following specific coverages:

(i) Contractual liability;

(ii) Premises/operations;

(iii) Independent contractors;

(iv) Products and completed operations (with acknowledgement that the Project constitutes the premises and not a product);

(v) Broad form property damage, providing the same coverage as ISO form CG 00 01 12 07 provides;

(vi) Hazards commonly referred to as "XCU", including explosion, collapse and underground property damage;

(vii) Fellow employee coverage for supervisory personnel;

(viii) Incidental medical malpractice;

(ix) No exclusion for work performed within 50 feet of a railroad;

(x) No exclusion for claims arising from professional services except for CG 22 80 or its equivalent;

(xi) Broad named insured endorsement; and

(xii) Non-owned automobile liability, unless covered by the automobile liability policy pursuant to Section 3 of this Exhibit 10.

(c) The policy shall have limits of not less than $1,000,000 per occurrence and $2,000,000 in the general aggregate per policy period, applicable on a per project or per location basis. Such limits may be shared by all insured and additional insured parties and shall reinstate annually.

(d) The policy shall name Maintenance Contractor as a named insured. The Indemnified Parties shall be named as additional insureds, using ISO forms CG 20 10 07 04 and CG 20 37 07 04 or CG 20 33 07 04 and CG 20 26 07 04 or their equivalents. The policy shall be written so that no act or omission of a named insured shall vitiate coverage of the additional insureds.

(e) The policy shall provide for a deductible or self-insured retention not exceeding $500,000 per occurrence.

3. Automobile Liability Insurance

At all times during the performance of the Maintenance Services and during the Maintenance Term, Maintenance Contractor shall procure and keep in force comprehensive, business, or commercial automobile liability insurance as specified below.

(a) Each policy shall cover accidental death, bodily injury and property damage liability arising from the ownership, maintenance or use of all owned, non-owned and hired vehicles connected with performance of the Maintenance Services, including loading and unloading. The policy shall contain extensions of coverage that are typical for a project of the nature of the Project, and shall contain only those exclusions that are typical for a project of the nature of the Project.

(b) Maintenance Contractor shall be the named insured under its automobile liability policy.

(c) Maintenance Contractor's policy shall have a combined single limit per policy period of not less than $1,000,000 combined single.

(d) Each policy shall provide a deductible or self-insured retention not exceeding $250,000 per occurrence.

(e) The Indemnified Parties shall be named as additional insureds.

4. Pollution Liability Insurance

At all times during the performance of the Maintenance Services and during the Maintenance Term, Maintenance Contractor shall procure and keep in force, or cause to be procured and kept in force, pollution liability insurance as specified below.

(a) The policy shall cover sums that the insured becomes liable to pay to a third party or that are incurred by the order of a regulatory body consequent upon a pollution incident, subject to the policy terms and conditions. Such policy shall cover claims related to pollution conditions to the extent such are caused by, arise out of or are otherwise related to the

performance of the Maintenance Services. If the policy is carried on a claims made basis, it shall include a five-year extended reporting period from the end of the policy period.

(b) Maintenance Contractor shall be named insured and the Indemnified Parties shall be the additional insureds under such policy. The policy shall be written so that no acts or omissions of a named insured shall vitiate coverage of the other additional insureds. The insured vs. insured exclusion shall be deleted, so that the policy will insure Maintenance Contractor against, and respond to, pollution liability claims and actions of TxDOT against Maintenance Contractor.

(c) The policy shall have a limit of not less than $10,000,000 per occurrence and in the aggregate per policy period, unless applicable regulatory standards impose more stringent coverage requirements.

(d) The policy shall provide a deductible or self-insured retention not exceeding $500,000 per occurrence.

5. Professional Liability Insurance

Maintenance Contractor shall procure and keep in force, or cause to be procured and kept in force, professional liability insurance, as specified in subparagraphs (a), (b) and (c) below, at all times during the performance of the Maintenance Services and during the Maintenance Term, that professional services are rendered with respect to design and construction until five years after the professional services have concluded for the Project; provided, however, that the total term of such professional liability coverage need not extend beyond 10 years. The policy shall insure Maintenance Contractor if it is rendering the professional services. The policy shall insure the lead design firm if Maintenance Contractor is not itself rendering the professional services.

(a) Maintenance Contractor may satisfy such insurance requirement by providing either a Project-specific professional liability policy or maintaining an annual "practice" professional liability insurance policy. Such coverage shall be carried at any time the party is performing professional services and for a period of five years after completion of such services. Coverage shall be provided for claims arising out of any negligent act, error or omission in the performance of professional services or activities for the Project, including coverage for bodily injury or property damage.

(b) Each policy shall have a limit of not less than $10,000,000 per claim and in the aggregate. The aggregate limit need not reinstate annually if this requirement is met by providing a project-specific policy.

(c) Each policy shall provide a deductible or self-insured retention not exceeding $1,000,000 per claim.

In addition, Maintenance Contractor shall cause each other Subcontractor that provides professional services for the Project to procure and keep in force professional liability insurance, covering its professional services practice, of not less than $2,000,000 per claim and in the aggregate per annual policy period where the estimated contract value exceeds $500,000, and $1,000,000 per claim and in the aggregate per annual policy period where the estimated contract value is equal to or less than $500,000. Such policy need not be Project-specific but

shall be maintained for a three year period after completion of all professional services by such Subcontractor, and shall include a commercially reasonable deductible.

6. Workers' Compensation Insurance

At all times when work is being performed by any employee of Maintenance Contractor under the Comprehensive Maintenance Agreement, Maintenance Contractor shall procure and keep in force, or cause to be procured and kept in force, a policy of workers' compensation insurance for the employee in conformance with applicable Law. Maintenance Contractor shall be the named insured on these policies. Such policy need not be Project-specific. The workers' compensation insurance policy shall contain the following endorsements:

(a) An endorsement extending the policy to cover the liability of the insureds under the Federal Employer's Liability Act, to the extent required under such Act;

(b) A voluntary compensation endorsement;

(c) An alternative employer endorsement;

(d) An endorsement extending coverage to all states operations on an "if any" basis; and

(e) If any work is over or adjacent to navigable waters, coverage for any claims arising from the United States Longshore and Harbor Worker's Act and/or Jones Act

7. Employer's Liability Insurance

At all times during the Maintenance Term, Maintenance Contractor shall procure and keep in force, or cause to be procured and kept in force, employer's liability insurance as specified below.

(a) The policy shall insure against liability for death, bodily injury, illness or disease for all employees of Maintenance Contractor working on or about any Site or otherwise engaged in the work.

(b) Maintenance Contractor shall be the named insured.

(c) The policy shall have a limit of not less than $1,000,000 per accident, per disease, and in the aggregate.

(d) Such policy need not be Project-specific.

8. Umbrella/Excess Liability

In addition to the Commercial General Liability, Automobile Liability and Employer's Liability Insurance policies required hereby, Maintenance Contractor shall also maintain $50 million of umbrella/excess liability on a following form basis in excess of each of the noted policies.

9. Railroad Insurance

Maintenance Contractor shall procure and keep in force, or cause to be procured and kept in force, railroad protective liability insurance, commercial general liability insurance and contractor's protective liability insurance as may be required by any railroad in connection with any work performed under the Comprehensive Maintenance Agreement across, under or adjacent to the railroad's tracks or railroad right-of-way. All insurance policies (except the Railroad Protective Liability Insurance Policy, which will name the railroad only) shall be in a form acceptable to the operating railroad and shall name the Indemnified Parties as additional insureds. Copies of all insurance policies shall be submitted to TxDOT prior to any entry by Maintenance Contractor upon operating railroad property. In the event any agreement between TxDOT and a railroad includes railroad protective insurance requirements applicable to the work, Maintenance Contractor shall procure and keep in force or cause to be procured and kept in force, insurance meeting such requirements.

10. Subcontractors' Insurance

(a) At all times during the performance of the Maintenance Services and during the Maintenance Term, Maintenance Contractor shall cause each Subcontractor that performs work on the Site to provide the following insurance that complies with Section 7.3 of the Comprehensive Maintenance Agreement, unless the Subcontractor is otherwise covered by Maintenance Contractor-provided liability insurance. Such insurance need not be Project-specific. TxDOT shall have the right to contact the Subcontractors directly in order to verify the above coverage.

(i) Commercial General Liability Insurance including operations and products/completed operations and non-owned and hired autos (unless covered by a separate policy per clause (ii) below), with a minimum limit of $1,000,000 per occurrence and $2,000,000 in the aggregate, such general aggregate to be applicable on a per project or per location basis.

(ii) Business (or Commercial) Automobile Liability Insurance with a minimum $1,000,000 combined single limit.

(iii) Worker's Compensation insurance as required by statute including voluntary compensation and alternate employer endorsements.

(iv) Employer's Liability Insurance with a minimum limit per accident, disease and an aggregate of $500,000.

(v) For subcontracts with an estimated value of $10,000,000 or more, umbrella/excess liability insurance with a minimum limit of $5,000,000 excess of the commercial general liability and automobile liability (if applicable) noted above.

(b) Maintenance Contractor shall cause each Subcontractor that provides a commercial general liability or automobile liability insurance policy to include the Indemnified Parties as additional insureds in each such policy.

EXHIBIT 11

MAINTENANCE FORM OF DRAW REQUEST AND CERTIFICATE

Page 1 of 2

SH 360 Comprehensive Maintenance Agreement
Texas Department of Transportation

Draw Request # 1 Date: _____
month/day/year

Texas Department of Transportation
[Address]

Shaded Cells Require Entry, if applicable

Draw Request for Maintenance Services performed in the month of [Month _____, (year)]

A	Month #	(1-12)	Maintenance Year #	(1-15)	Escalated Monthly Maintenance Payment (from Page 4)	
B	Amount Earned this Month					$0.00
C	Total Change Order Amount Due (from Page 6)					$0.00
D	Total Damages under Sections 5.4.7 and 5.4.8 of COMA (under Section 8.2.3(a))					
E	Total Noncompliance Charges (under Section 8.2.3(a)					
F	Total Lane Rental Charges (from Page 8) (under Section 8.2.3(a))					
G	Total Other Sums to be withheld under Section 8.2.3(b) and (d)					
H	Total TxDOT Recoverable Costs and other sums under Section 8.2.3(c)					
I	Current Amount Due (B + C – D – E – F – G - H)					

MAINTENANCE FORM OF DRAW REQUEST AND CERTIFICATE

Page 2 of 2

SH 360 Comprehensive Maintenance Agreement
Texas Department of Transportation

Draw Request # 1 **Date:** _____
month/day/year

Request for Payment:

_____
Maintenance Contractor Authorized Representative **Date**

_____
_____
Maintenance QC Manager **Date**

_____

Review and Final Approval by TxDOT

Draw Request Approved for Payment: ❑ **Yes** ❑ **No**

_____
TxDOT Authorized Representative **Date**

MAINTENANCE FORM OF DRAW REQUEST AND CERTIFICATE

Page 1 of 1

SH 360 Comprehensive Maintenance Agreement
Texas Department of Transportation

MAINTENANCE DRAW REQUEST CHECKLIST

Enclosed with this cover sheet are the following:

☐ Certification by the Maintenance QC Manager

☐ Draw Request data sheet(s) and documents that support and substantiate the amount requested.

NOTE - following for information only

With Draw Request, Maintenance Contractor shall submit a certificate in a form approved by TxDOT and signed and sealed by the Maintenance QC Manager, certifying that:

- Except as specifically noted in the certification, all Maintenance Services, including that of designers, Subcontractors and Suppliers, which are the subject of the Draw Request have been checked and/or inspected by the Maintenance QC Manager;
- Except as specifically noted in the certification, all Maintenance Services which are the subject of the Draw Request conform to the requirements of the COMA Documents, the Governmental Approvals and applicable Law;
- The Maintenance Services QCP procedures provided therein are functioning properly and are being followed.

MAINTENANCE FORM OF DRAW REQUEST AND CERTIFICATE

Page 1 of 1

SH 360 Comprehensive Maintenance Agreement
Texas Department of Transportation

Draw Request # 1 Date: _____
month/day/year

Texas Department of Transportation

_____
_____ Enter Shaded Cells only if Applicable

Monthly Maintenance Payment and Escalation Calculations

Note: This forms needs to be completed for the 1st month of each maintenance year.

Date of Final Acceptance:

_____ # Days to End of Month = _____
month/day/year

Escalated Monthly Maintenance Payment (Year [X]) = (F) + (J)

Where,

Year [X] = Maintenance Term year X

(F) = Year [X] Monthly Routine Maintenance Payment (Escalated)

(J) = Year [X] Monthly Renewal – Other Work Payment (Escalated)

For the Year 1, Month 1 Escalated Monthly Maintenance Payment will be paid pro-rata based on the days remaining in the month after the Initial Maintenance Term Commencement Date, subject to Section 8.1.4 of the COMA.

(F) = Year [X] Monthly Routine Maintenance Payment (Escalated) = (C) /12

Where,

(C) = Year [X] Routine Maintenance Payment = {(B) x (D)} / (E)

(B) = Year [X] Annual Routine Maintenance Price (Unescalated amount from Proposal for Base Scope and exercised Options)

(D)= CPI three months prior to the month in which Maintenance Term Year X commenced

(E)= CPI three months prior to the execution of the COMA

(J) = Year [X] Monthly Renewal - Other Work Payment (Escalated) = (H) /12

Where,

(H) = Year [X] Renewal – Other Work Payment = {(G) x (I)} / (N)

(G) = Year [X] Annual Renewal - Other Work Price (Unescalated amount from Proposal for Base Scope and exercised Options)

(I)= ENR CCI three months prior to the month in which Maintenance Term year X commenced

(N)= ENR CCI three months prior to the execution of the COMA

MAINTENANCE FORM OF DRAW REQUEST AND CERTIFICATE

SH 360 Comprehensive Maintenance Agreement
Texas Department of Transportation

Draw Request # 1

Date: _____
month/day/year

Texas Department of Transportation
[Address]

Enter Shaded Cells only if applicable

Draw Request for Maintenance Services performed in the month of Change Order

	Change Order Number	1						
	Change Order Amount	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Date Change Order Work Began example format (2/4/20__)							
	Date Change Order Work Completed example format (4/20/20__)							
1.	Previous Change Order Amount Earned	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2.	Change Order Amount. Earned This Month	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3.	Change Order Amount. Earned to Date (A +B)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4.	Current Change Order Amount Due(B)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total All Change Orders To Date							

MAINTENANCE FORM OF DRAW REQUEST AND CERTIFICATE

Page 1 of 1

SH 360 Comprehensive Maintenance Agreement
Texas Department of Transportation

Draw Request # 1

Date: _____
month/day/year

Texas Department of Transportation
[Add Address]

Lane Rental Charges for Lane Closures

Initial Maintenance Term:

Roadway	**Minutes of Lane Closure (A)**	**Lane Rental Charges per 15 minutes of a partial lane closure (B)**	**Lane Rental Charges (A x B)**
Mainlanes and Ramps		**$1,000**	$[_____]
Frontage Roads and Cross Streets		**$500**	$[_____]
		Total Lane Rental Charges	**$[_____]**

Second Maintenance Term:

Roadway	**Minutes of Lane Closure (A)**	**Lane Rental Charges per 15 minutes of a partial lane closure (B)**	**Lane Rental Charges (A x B)**
Mainlanes and Ramps		**$2,000**	$[_____]
Frontage Roads and Cross Streets		**$1,000**	$[_____]
		Total Lane Rental Charges	**$[_____]**

Third Maintenance Term:

Roadway	Minutes of Lane Closure (A)	Lane Rental Charges per 15 minutes of a partial lane closure (B)	Lane Rental Charges (A x B)
Mainlanes and Ramps		**$3,000**	$[_____]
Frontage Roads and Cross Streets		**$1,500**	$[_____]
		Total Lane Rental Charges	**$[_____]**

EXHIBIT 12

FORM OF CHANGE ORDER

CHANGE ORDER REQUEST NO. _____ CONTRACT NO. _____

SECTION I

Originator: _____ Date: _____

- Title: _____

Contract No:_____

- Company Name: _____

DESCRIPTION:

_____
_____
_____
_____
_____

SCOPE:

_____
_____
_____
_____
_____

REASON FOR REQUEST FOR CHANGE ORDER:

_____
_____
_____
_____
_____

_____

Maintenance Manager **Date**

SECTION II

The total amount of this Change Order is $ _____. Documentation supporting the Change Order is attached as Exhibits _____ through _____.

This Change Order Request is for (check the applicable categories below):

- _____ A lump sum, negotiated price Change Order (provide information in Section IIA below)
- _____ A unit price/quantities Change Order (provide information in Section IIB below)
- _____ A Time and Materials Change Order (provide information in Section IIC below)

Section IIA

Lump sum price is $_____

Section IIB

UNIT PRICE ITEM	UNIT PRICE	QUANTITY	PRICE (Unit Price x Quantity)

Total of all items in above Table: $_____

Section IIC

Summary of Change Order Request by Categories: [Additives/(Credits)]

A. Maintenance Contractor Labor (construction)
   1. Wages[1] $ _____
   2. Labor benefits[2] (55% of A.1) $ _____

B. Maintenance Contractor and Subcontractor Labor (professional services)
   1. Wages (Raw) $ _____
   2. Labor benefits[1] (145% of B.1, which includes overhead and profit) $ _____
   3. Off-duty peace officers and patrol cruisers[1] $ _____

C. Materials (with taxes, freight and discounts) $ _____

D. Equipment[2] $ _____

E. Subcontracts (Time and Materials cost) $ _____

F.	Utility Direct Costs		$ _____
G.	Overhead and Profit		
	1.	Labor (25% of A.1)	$ _____
	2.	Traffic Control (5% of B.3)	$ _____
	3.	Materials (15% of C)	$ _____
	4.	Subcontracts (5% of E)	$ _____
	5.	Utility Direct Costs (5% of F)	$ _____
H.	Grand Total		$ _____

[1] Premiums on public liability and workers' compensation insurance, Social Security and unemployment insurance taxes.
[2] Equipment Costs (estimated or actual) based on *Rental Rate Blue Book* equipment rental rates calculated in accordance with Section 10.7.3 of the Comprehensive Maintenance Agreement.

SECTION III

Justification for Change Order with reference to the Comprehensive Maintenance Agreement:

_____
_____
_____

Change order required under Design-Build Agreement? Yes_____/No_____
If yes, state reason:

_____
_____
_____

The above three sections represent a true and complete summary of all aspects of this Request for Change Order.

This Request for Change Order includes all known and anticipated impacts or amounts, direct, indirect and consequential, which may be incurred as a result of the event, occurrence or matter giving rise to the proposed change.

If the foregoing Request for Change Order includes claims of Subcontractors or Suppliers, the undersigned have reviewed such claims and have determined in good faith that the claims are justified as to both entitlement and amount.

_____
Maintenance Contractor Authorized Representative

Date: _____

SECTION IV (Reviewed by Maintenance Manager)

_____

Maintenance Manager

Date: _____

Comments:

_____

_____

_____

SECTION V (Reviewed by TxDOT Project Director)

_____

TxDOT Project Director

Date_____

Comments:

_____

_____

_____

SECTION VI (Approval by TxDOT District Engineer and Deputy Director)

_____

TxDOT District Engineer **Date**

_____

TxDOT Deputy Director **Date**

Comments:

_____

_____

_____

EXHIBIT 13

AUTHORIZED REPRESENTATIVE

TxDOT Authorized Representative(s)

TxDOT's Executive Director, Chief Planning and Projects Officer, and Director, Strategic Project Division and their designees.

LtGen J.F. Weber, USMC (Ret)

Russell Zapalac, P.E.

Katharine Nees, P.E.

Maintenance Contractor's Authorized Representative(s)

George A. Hassfurter
3001 Meacham Blvd., Suite 215
Fort Worth, Texas 76137
Telephone: 817-632-3800
Facsimile: 817-632-3777
E-mail: GAHassfurter@Laneconstruction.com

EXHIBIT 14

LIST OF REFERENCE INFORMATION DOCUMENTS

All files posted within the folders and sub-folders listed below and included in the RID_INDEX are included in this Exhibit 14.

1. Minute Orders

2. Project Development Agreement

3. Project Schematics
    - CADD FILES & AERIALS
        - CADD – Interim Schematics
        - AERIALS – Interim Schematics
    - GPK - Interim Schematics
    - TIN - Interim Schematics
    - Options
        - Option 1 DGNs
        - Option 2 DGNs
        - Option 3 DGNs

4. Ultimate Project Schematics
    - Design Reference DGN Files
    - Design Sheets
    - Cross Sections
    - GPK
    - TIN
    - Plots

5. Environmental - Finding of no Significant Impact (FONSI)

6. Frontage Road Request

7. Hazmat

8. Right-of-Way
    - ROW Transfer Map DGN Files

9. As-Builts

10. Survey

11. Drainage
    - CAD_Files
    - CulvertMaster Files
    - FlowMaster Files
    - Master_HH_Report Files
    - Mountain_Creek_HEC_RAS_Study Files
    - HEC-RAS_SH360 Files (Total of 285 files)
    - SH 360 HMS Models Files

12. City Design Requirements

a) City Of Arlington
    - Paving Drainage Details
    - Traffic Counts Maps

b) City of Grand Prairie
    - Engineering Standards
    - Floodplain
    - Inspection
    - Ordinances Engineering
    - Permit Forms
        - Floodplain Permits
        - Natural Gas Pad Pipeline
        - TRA
    - Private Development
        - Grading-Erosion_Control_Requirements
        - Impact_Fees
        - Plan_Submittal_Requirements
        - Project_Final_Acceptance
        - ROW
    - Stormwater
    - Traffic Detail Drawings
    - Wastewater Criteria

c) City of Mansfield
    - Integrated Stormwater Management (iSWM)
        - 2006 DESIGN MANUAL FOR SITE DEVELOPMENT
        - iSWM Criteria Manual
        - iSWM Program Guidance
        - iSWM Technical Manual

13. Local Agreements

14. RR Agreements

15. NTTA Design Standards & Guidelines
    a. NTTA Design Manual & Guidelines

16. Private Developments

17. Reports
18. Outreach
19. Utilities
    a. Existing Utility Permits
    b. ATT
    c. Charter
    d. City of Arlington
    e. City of Grand Prairie
    f. City of Mansfield
    g. Energy Transfer
    h. Fiber Light
    i. Summit Midstream
    j. Time Warner

EXHIBIT 15

LANE RENTAL CHARGES FOR LANE CLOSURES

1. Fees ("Lane Rental Charges") shall be assessed for certain Lane Closures during the COMA Term in accordance with this Exhibit 15.

2. Maintenance Contractor shall be liable for and pay to TxDOT Lane Rental Charges for a Lane Closure on a mainlane, ramp, frontage road, or cross street that is not in accordance with the permitted Lane Closure requirements for Peak Times set forth in Attachment 6 to Exhibit 2.

TxDOT may assess Lane Rental Charges every 15 minutes or part thereof for each full or partial closure of any mainlane, ramp, frontage road and cross street during Peak Times. Maintenance Contractor shall report to TxDOT on a daily basis any Lane Closures on mainlanes, ramps, frontage roads and cross streets, or reduced widths on mainlanes, ramps, frontage roads and cross streets, during Peak Times, which give rise to Lane Rental Charges.

4. The amounts of such Lane Rental Charges for each 15 minute period (or part thereof) of Lane Closure during Peak Times, are as defined in **Table 1**:

Table 1: Lane Rental Charges for Lane Closures

Roadways	Initial Maintenance Term	Second Maintenance Term	Third Maintenance Term
Mainlanes and Ramps	$1,000	$2,000	$3,000
Frontage Roads and Cross Streets	$500	$1,000	$1,500

5. The assessment of Lane Rental Charges during Peak Times does not in any way imply TxDOT's consent to Lane Closures on the mainlanes, ramps, frontage roads and cross streets of the Project during Peak Times and Maintenance Contractor is not permitted to schedule Lane Closures during Peak Times.

EXHIBIT 16: PERFORMANCE REQUIREMENTS

I. TABLE 1-1: DEFECT HAZARD NONCOMPLIANCE EVENTS

Event No.	Event	Breach of Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points		Cure Period	Interval of Recurrence
			Mainlanes	All Other Lanes		
1-1.01	Incident response	Respond to and initiate traffic control to secure sites of Incidents, Emergencies, accidents, and other events that result in a condition that is unsafe and/or may present a life threatening condition, such as at a minimum, fuel spills, debris, pavement failure (e.g. pot holes, etc.), flooding, guardrail failures, attenuator faults, and other events.	15	10	30 Min	30 Min
		Provide all necessary equipment, staff and resources to clean up and open the travel lanes at the sites of Incidents, Emergencies, accidents and other events such as, at a minimum, fuel spills, debris, pavement failure (e.g. pot holes, etc.), flooding, guardrail failures, attenuator faults, and other events after release by the Emergency Services agency in order to correct the event and provide a safe passage for the traveling public.	15	10	2 Hours	Hourly
1-1.02	Roadway operations (broken down or stranded vehicles)	Notify law enforcement of broken down or stranded vehicles in travel lanes and initiate traffic control to secure the site until travel lanes are cleared. Assist in the removal of vehicles from the travel lanes.	10	5	30 Min	Hourly

Event No.	Event	Breach of Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points		Cure Period	Interval of Recurrence
			Mainlanes	All Other Lanes		
1-1.03	**Roadway surface debris - normal**	Remove and dispose of debris from travel lanes that would potentially cause a safety hazard to the traveling public, including at a minimum, objects, dead animals and tires.	15	10	30 Min	30 Min
1-1.04	**Roadway surface debris - large**	Debris too large to be removed within the above timeframe will require that the roadway be closed and then such debris shall be removed from the travel lanes. This closure shall comply with TxDOT standards.	15	10	2 Hours	Hourly
1-1.05	**Flexible pavement pot holes or rigid pavement spalls**	Manage the Project's pavement and respond with the necessary equipment and personnel to provide a temporary mitigation to any potholes or spalls that would potentially cause a safety hazard to the traveling public.	15	10	1 Hour	Hourly
1-1.06	**Flooding of travel lane**	The travel lane is free from water to the extent that such water would represent a hazard by virtue of a lane having standing water that exceeds the criteria listed in Section 12 of the Technical Provisions that would potentially cause a safety hazard to the traveling public.	15	10	30 Min	Hourly
1-1.07	**Guardrail**	Maintain the Project's guardrail sections and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged guardrail that would potentially cause a safety hazard to the traveling public.	10	5	2 Hours	Hourly
1-1.08	**Attenuators**	Maintain the Project's attenuator systems and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged attenuator that would potentially cause a safety hazard to the traveling public.	10	5	2 Hours	Hourly

Event No.	Event	Breach of Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points		Cure Period	Interval of Recurrence
			Mainlanes	All Other Lanes		
1-1.09	**Signs (single or multi-post)**	Maintain the Project's single and multi-post signs systems and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged or down signs that would potentially cause a safety hazard to the traveling public.	10	5	2 Hours	Hourly
1-1.11	**Highway light poles**	Maintain the Project's highway lighting system and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged or down light poles that would potentially cause a safety hazard to the traveling public.	10	5	1 Hour	Hourly
1-1.12	**Barrier wall**	Maintain the Project's barrier wall sections and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged barrier wall section that would potentially cause a safety hazard to the traveling public.	10	5	1 Hour	Hourly
1-1.13	**Bridge/ structure impact**	Maintain the Project's bridges/structures and respond with the necessary equipment and personnel to provide a temporary mitigation to any damaged bridge/structure that would potentially cause a safety hazard to the traveling public.	20	15	1 Hour	Hourly
1-1.14	**Pavement failures**	Instances of failures do not exceed the failure criteria set forth in the Authority's Pavement Management Rating System, including base failures, punch-outs and jointed concrete pavement failures.	20	15	24 Hours	24 Hours

Notes:

Maintenance Contractor shall not be responsible for Non-Maintained Elements.

II. TABLE 1-2: NONCOMPLIANCE EVENTS

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
ASSET CONDITION SCORE						
1-2.01	**Asset Condition Score**	Maintain the Project to the established overall Baseline Condition Score in any quarterly Audit Inspection, as described in Tables 2 and 3 of Exhibit 2 of the COMA.	If 5% points to 10% points below the established overall Baseline Condition Score, then:	4	60 Days	30 Days
			If more than 10% points to 15% points below the established overall Baseline Condition Score, then:	6	60 Days	15 Days
			If more than 15% points below the established overall Baseline Condition Score, then:	8	30 Days	7 Days
		Maintain the Project to the established Baseline Condition Score for any component groupings: concrete pavement, asphalt pavement, traffic operations, roadside, and bridges in any quarterly audit as described in Tables 2 and 3, of Exhibit 2 of the COMA.	If 5% to 10% points below the established Component grouping Baseline Condition Score, then:	4	60 Days	30 Days
			If more than 10% points to 15% points below the established Component grouping Baseline Condition Score, then:	6	30 Days	7 Days
			If more than 15% points below the established Component grouping Baseline Condition Score, then:	8	30 Days	7 Days
		Maintain the Project to the established Baseline Condition Score for any individual Maintenance Element in any quarterly audit as described in Tables 2 and 3, Exhibit 2 of	If 5% points to 10% points below any individual Maintenance Element Baseline Condition Score, then:	4	60 Days	30 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
		the COMA.	If more than 10% points to 15% points below the established Component grouping Baseline Condition Score, then:	6	30 Days	7 Days
			If more than 15% points below the established Component grouping Baseline Condition Score, then:	8	30 Days	7 Days
MAINTENANCE ELEMENT CATEGORY – ROADWAY						
1-2.02	**Pavement - damaged**	Inspection of the pavement after major damage such as fire, fuel spill or other incident/event.	Conduct a visual inspection of the affected area.	2	24 Hours	24 Hours
			Provide written recommendation for remedial work to TxDOT within 10 days after the inspection of the affected area.	2	10 Days	24 Hours
			Complete repairs set forth in the written recommendation for the remedial work.	2	30 Days	7 Days
1-2.03	**Pavement - condition score**	All roadways to have a smooth surface course (including bridge decks, covers, gratings, frames and boxes) with adequate skid resistance and free from Defects. Measurements shall be conducted using procedures, techniques, and measuring equipment consistent with the Authority's Pavement Management Rating System. Measurements and inspections necessary to derive Pavement Condition Score.	Pavement condition score for 80% of Auditable Sections cannot fall below: a) Mainlanes and ramps : Condition Rating Score (CRS) = 7.5 b) Frontage roads – CRS = 6.8	6	30 Days	7 Days
			Pavement condition score for each Auditable Section cannot fall below: a) Mainlanes and ramps – CRS = 6.8 b) Frontage roads – CRS = 6.6	6	30 Days	7 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.04	**Pavement - ruts**	All pavement sections to be measured using an automated device in compliance with TxDOT standards.	Ruts – Mainlanes, shoulders, frontage roads & ramps: a) Mainlanes, shoulders and ramps – No more than 3% of wheel path length in each Auditable Section has ruts greater than ¼" in depth b) Frontage roads – No more than 10% of wheel path length in each Auditable Section has ruts greater than ¼" in depth c) No location has a rut greater than 0.5" in depth using the 10ft straight edge used to measure rut depth for localized areas.	6	30 Days	7 Days
1-2.05	**Pavement - ride quality**	All pavement sections to be measured using the International Roughness Index (IRI) according to TxDOT standard Tex-1001-S, Operating Inertial Profilers and Evaluating Pavement Profiles for mainlanes, frontage roads and ramps (TxDOT Standard Specification Item 585 - Surface Test Type B) and 10-ft straightedge for ramps and cross streets (TxDOT Standard Specification Item 585 - Surface Test Type A).	Ride Quality - For 80% of all Auditable Sections measured, IRI throughout 98% of each Auditable Section is less than or equal to: a) Mainlanes – 95" per mile** b) Frontage roads – 120" per mile** c) Ramps and cross streets - 3/16" in. variance between any two contacts on a 10-ft straight edge	6	30 Days	7 Days
			Ride Quality - For each Auditable Section measured, IRI measured throughout 98% of Auditable Section of less than or equal to: a) Mainlanes – 120" per mile** b) Frontage roads – 150" per mile** c) Mainlanes, 0.1 mile average – 150" per mile d) Frontage roads, 0.1 mile average – 180" per mile e) Ramps and cross streets - 1/8" in. variance between any two contacts on a 10-ft straight edge f) No individual discontinuities greater than 0.75"	6	30 Days	7 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
		**To allow for measurement bias, an adjustment of -10 (minus ten) is made to IRI measurements for concrete pavements before assessing threshold compliance. Renewal Work and new construction subject to construction quality standards.	Ride Quality - For each Auditable Section measured, IRI measured throughout 98% of each lane containing a a) bridge deck in any Auditable Section, 0.1 mile average – 200" per mile	6	30 Days	7 Days
1-2.06	**Pavement - failures**	Maintain the pavement sections and correct any instances of failures.	Pavement is maintained to ensure it is functioning as intended, has no standing water that remains on the pavement eight hours after a rain event, and in the case of a pavement failure, repairs/mitigation are performed on pavement failures that exceed the failure criteria set forth in the Authority's Pavement Management Rating System, including potholes, base failures, punch-outs and jointed concrete pavement failures.	8	28 Days	10 Days
1-2.07	**Pavement - edge drop-offs**	Maintain the pavement section for edge drop-offs	Physical measurement of edge drop-off level compared to adjacent surface does not exceed an edge drop-off greater than 2".	8	10 Days	24 Hours
1-2.08	**Pavement - skid resistance**	All pavement sections to be measured using ASTM E274/E274M-11 Standard Test Method for skid resistance testing of paved surfaces at 50 MPH using a full scale	Mainlanes, shoulders and ramps – For all 0.5 mile sections with an average Skid Number below 30, investigate the potential risk of skidding accidents and take appropriate remedial action, .	8	7 Days	24 Hours
			Frontage roads – For all 0.5 mile sections with an average Skid Number below 30, investigate the potential risk of skidding accidents and take appropriate remedial action.	6	7 Days	24 Hours

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
		smooth tire meeting the requirements of ASTM E524-08.	When the Skid Number is below 25 and/or when required by the Wet Weather Accident Reduction Program, the Authority Maintenance Contractor shall perform a site investigation and perform required corrective action.	8	7 Days	24 Hours
			Take remedial action in instances where road Users warned of potential skidding hazard.	8	7 Days	24 Hours
1-2.09	**Crossovers and other paved areas**	Maintain all crossovers and other paved areas free of Defects	a) No Potholes of low severity or higher b) Base failures of low severity or higher	6	28 Days	10 Days
1-2.10	**Joints in concrete**	Maintain all joints in concrete paving so they are sealed and watertight.	All unsealed joints greater than ¼" are sealed.	6	30 Days	7 Days
		Longitudinal joint separation.	Measurement of joint width is no more than 1" and faulting no more than ¼".	6	30 Days	7 Days
1-2.11	**Curbs**	Maintain all curbs free of Defects.	Curbs do not have any length out of alignment greater than 1".	6	30 Days	7 Days
MAINTENANCE ELEMENT CATEGORY – DRAINAGE						
1-2.12	**Pipes and channels**	Maintain each Maintenance Element of the drainage system.	Each Maintenance Element of the drainage system is maintained in its proper function by cleaning, clearing and/or emptying as appropriate from the point at which water drains from the travel way to the outfall or drainage way. Pipes and channels shall not have more than 10% of cross section area obstructed.	4	30 Days	7 Days
1-2.13	**Drainage treatment devices**	Maintain all drainage treatment and balancing systems, flow and spillage control devices.	Drainage treatment and balancing systems, flow and spillage control devices function correctly and their location and means of operation are recorded adequately to permit their correct operation in Emergency. Ensure they are functioning correctly with means of operation displayed.	4	10 Days	5 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.14	**Discharge systems**	Maintain surface water discharge systems.	Surface water discharge systems perform their proper function and discharge to groundwater and waterways complies with the relevant Laws and Governmental Approvals.	4	30 Days	7 Days
MAINTENANCE ELEMENT CATEGORY – STRUCTURES						
1-2.15	**Structures - having an opening measured along the center of the roadway of more than 20 feet**	Maintain all structures in accordance with the requirements of Federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the TxDOT Bridge Inspection Manual, and the Federal Highway Administration's Bridge Inspector's Reference Manual. This inspection to be performed biennially by TxDOT and reports of	Maintain and update all records as required in the TxDOT Bridge Inspection Manual	4	10 Days	5 Days
			No occurrences of condition rating below seven for any deck, superstructure or substructure	8	30 Days	10 Days
1-2.16	**Other structural component; all non-structural items**		All expansion joints and deck drainage systems are free of dirt debris and vegetation, defects, loose nuts and bolts, defects in gaskets	4	30 Days	10 Days
			Parapets are free of loose nuts or bolts, blockages of hollow section drain holes, accident damage, graffiti and vegetation.	4	30 Days	10 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
		the inspections to be provided to the Maintenance Contractor.	Bearings and bearing shelves are clean.	4	30 Days	10 Days
1-2.17	**Substructures and super-structures**	Maintain all structures in accordance with the requirements of federal National Bridge Inspection Standards (NBIS) of the Code of Federal Regulations, 23 Highways – Part 650, the TxDOT Bridge Inspection Manual, and the Federal Highway Administration's Bridge Inspector's Reference Manual.	Substructures and superstructures are free of: graffiti, undesirable vegetation, debris and bird droppings, blocked drains, weep pipes, manholes and chambers, blocked drainage holes in structural components, defects in joint sealants, defects in pedestrian protection measures, scour damage, corrosion of rebar, paint system failures, and impact damage	4	30 Days	10 Days
1-2.18	**Non-bridge class culverts**	Maintain all non-bridge-class culverts.	No vegetation or debris, and no more than 20% silt	4	30 Days	10 Days
			No defects in sealant to movement joints	6	15 Days	10 Days
			No scour damage	8	30 Days	10 Days
1-2.19	**Gantries**	Maintain sign / signal gantries	a) No loose nuts and bolts b) No defects in surface protection systems including painted or galvanized surfaces	6	30 Days	10 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.20	**Load ratings**	Perform load rating calculations in accordance with the TxDOT Bridge Inspection Manual. Load restriction requirements as per the TxDOT Bridge Inspection Manual.	All structures maintain the design load capacity.	6	30 Days	10 Days
1-2.21	**Access points**	Maintain all structures access points	All hatches and points of access have fully operational and lockable entryways and no hatch or point of access is left open or unlocked.	4	30 Days	10 Days
1-2.22	**Mechanically stabilized earth and retaining walls**	Perform inspection and assessment using Good Industry Practices of all mechanically stabilized earth and retaining walls	Mechanically stabilized earth and retaining walls are 95% free of blocked weep holes, undesirable vegetation, defects in joint sealants, defects in pedestrian protection, scour damage, corrosion of reinforcing bars, paint system failure, concrete spalls and impact damage	4	30 Days	10 Days
			Parapets are free of loose nuts and bolts, blockage of drain holes, undesirable vegetation, impact damage and concrete spalls	4	30 Days	10 Days
MAINTENANCE ELEMENT CATEGORY – PAVEMENT MARKINGS, OBJECT MARKERS, BARRIER MARKERS AND DELINEATORS						
1-2.23	**Pavement markings**	Maintain pavement markings and perform annual Mobile Retroreflectivity Data Collection (MRDC) in accordance with TxDOT's Special Specification 8094 Mobile Retroreflectivity Data Collection for Pavement Markings.	Pavement markings shall be clean and visible during the day and at night, whole and complete and of the correct color, type, width and length and are placed to meet the TMUTCD and TxDOT's pavement marking standard sheets. Pavement markings: a) Meet the minimum retroreflectivity 175 mcd/sqm/lx for white b) Meet the minimum retroreflectivity 125 mcd/sqm/lx for yellow c) Do not account more than 5% loss of area of material at any point	4	60 Days	30 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
			d) Do not account for spread more than 10% of specified dimensions. e) Perform their intended function and comply with relevant regulations			
1-2.24	**Raised pavement markers**	Maintain raised reflective pavement markers.	Pavement markers shall be clean and clearly visible, of the correct color and type, reflective or retroreflective as TxDOT standard, correctly located, aligned and at the correct level, firmly fixed and in a condition that will ensure that they remain at the correct level. Additionally : a) No more than 10 consecutive markers are ineffective (Ineffective includes missing, damaged, settled or sunk); b) A minimum of four markers are visible at 80' spacing when viewed under low beam headlights; and c) They are uniform (replacement rpms having equivalent physical and performance characteristics to adjacent markers)	4	30 days	15 Days
1-2.25	**Delineators and markers**	Maintain object markers, mail box markers and delineators.	95% of the delineators and markers are free from Defects, are clean and visible, are of the correct color and type, and are legible, reflective, straight and vertical.	2	30 days	15 Days
MAINTENANCE ELEMENT CATEGORY – GUARDRAILS, SAFETY BARRIERS AND IMPACT ATTENUATORS						
1-2.26	**Guardrail/ safety barriers, concrete barriers (temporary or permanent)**	Maintain the Project's guardrail, safety barriers, and concrete barriers sections and repair any damaged guardrail/safety barriers and concrete barrier .	All guardrails, safety barriers, concrete barriers (temporary or permanent) are free of Defects that would potentially cause a safety hazard to the traveling public. They are appropriately placed and correctly installed at the correct height and distance from roadway or obstacles. Installation and repairs are carried out in accordance with the requirements of NCHRP 350 standards.	4	7 Days	24 Hours

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.27	**Attenuator**	Maintain the Project's attenuators.	All impact attenuators are appropriately placed, correctly installed and free of damage.	4	7 Days	24 Hours
MAINTENANCE ELEMENT CATEGORY – TRAFFIC SIGNS						
1-2.28	**Traffic signs**	Maintain signs at acceptable level of safety for the traveling public.	a) Retroreflectivity coefficient is not below the requirements of TxDOT's TMUTCD. b) Face damage does not exceed 5% of surface area. c) Placement of signs is in accordance with TxDOT's Sign Crew Field Book and shall not be twisted or leaning. d) Sign Information is of the correct size, location, type and wording to meet its intended purpose and any statutory requirements. e) "Stop," "Yield," "Do Not Enter," "One Way" and "Wrong Way" signs are undamaged. f) Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical Defects. g) Identification markers are provided, correctly located, visible, clean and legible. h) Sign mounting posts are vertical, structurally sound and rust free. i) All break-away sign mounts are clear of silt or other debris that could impede break-away features and shall have correct stub heights. j) Obsolete and redundant signs, per TMUTCD implementation requirements, are removed or replaced as appropriate. k) Visibility distances meet the stated requirements. l) All structures and elements of the signing system are kept clean and free from debris and have clear access provided.	4 (For each sign not meeting one or more criteria)	30 Days	5 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
			m) All replacement and repair materials and equipment are in accordance with the requirements of the TMUTCD.			
		Perform a bi-annual inspection of all signs on the Project and submit inspection reports to TxDOT.	Complete a daytime and nighttime inspection of all the signs on the Project on a bi-annual basis.	2	30 Days	7 Days
			Complete repairs identified in the inspection report.	4	30 Days	5 Days
1-2.28	**Large Guide Signs**	Maintain signs at acceptable level of safety for the traveling public.	a) Retroreflectivity coefficient is not below the requirements of TxDOT's TMUTCD. b) Face damage does not exceed 5% of surface area. c) Placement of signs is in accordance with TxDOT's Sign Crew Field Book. d) Sign Information is of the correct size, location, type and wording to meet its intended purpose and any statutory requirements. e) Identification markers are provided, correctly located, visible, clean and legible. f) Sign mounting posts are vertical, structurally sound and rust free. g) Visibility distances meet the stated requirements. h) All structures and elements of the signing system are kept clean and free from debris and have clear access provided. i) All replacement and repair materials and equipment are in accordance with the requirements of the TMUTCD.	6 (For each sign not meeting one or more criteria)	6 Months	30 Days
			Signs are clean, correctly located, clearly visible, legible, reflective, at the correct height and free from structural and electrical Defects.	4	30 Days	5 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
MAINTENANCE ELEMENT CATEGORY – TRAFFIC SIGNALS (Not Used)						
MAINTENANCE ELEMENT CATEGORY – HIGHWAY LIGHTING						
1-2.29	**Highway lighting[1]**	Maintain the highway lighting system.	Replace any light poles damaged or knocked down by traffic accidents or Incidents.	2	14 Days	24 Hours
		Perform a monthly inspection to monitor and maintain highway lighting.	a) Roadway lights - A minimum of ninety percent (90%) of the lights in the highway lighting system are operational and no more than two consecutive lights are out. b) Sign lighting – no sign has more than one bulb not working. c) Complete repairs identified in the monthly inspection d) All lighting is free from Defects and provides uniform lighting quality. e) Lanterns are clean and correctly positioned. f) Lighting units are free from accidental damage or vandalism. g) Columns are upright, correctly founded, and structurally sound.	2	10 Days	24 Hours
		Maintain the electricity supply, feeder pillars, cabinets, switches and fittings.	Electricity supply, feeder pillars, cabinets, switches and fittings are electrically, mechanically and structurally sound and functioning.	2	10 Days	24 Hours
MAINTENANCE ELEMENT CATEGORY – FENCE, WALLS, AND SOUND ABATEMENT						
1-2.30	**Fence, walls and sound abatement**	Maintain fence, walls and sound abatement at an acceptable level of safety for the traveling public.	All fence, walls and sound abatement act as designed and serve the purpose for which they were intended.	6	30 Days	15 Days

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.31	**Access gates**	Maintain all access gates locked during periods of no work activity.	All construction access gates are locked at the end of each construction work day. No gates remain open or unlocked.	4	2 Hours	1 Hour
MAINTENANCE ELEMENT CATEGORY – ROADSIDE MAINTENANCE						
1-2.32	**Mowing**	Maintain roadside mowing at an acceptable level of maintenance.	a) 95% of all grassing in the urban areas has a height of between 5 in. and 18 in. Mowing begins before vegetation reaches the maximum height. b) Spot mowing at intersections, ramps or other areas maintains visibility of appurtenances and sight distance. c) Grass or vegetation does not encroach into or on paved shoulders, travel lanes, sidewalks, islands, riprap, traffic barrier or curbs. d) A full width mowing cycle is completed after the first frost. e) Wildflowers are preserved utilizing the guidelines in the mowing specifications and TxDOT Roadside Vegetation Manual.	2	24 Hours	24 Hours
1-2.33	**Herbicide program**	Maintain the Project at an acceptable level of service	A herbicide program is undertaken in accordance with the TxDOT Herbicide Manual to control noxious weeds and to eliminate grass in pavement or concrete	2	14 Days	7 Days
1-2.34	**Environmental Compliance**	Monitor wetland and other Environmental Approvals obtained during construction.	Comply with all requirements of Environmental Approvals obtained during construction, including monitoring and reporting requirements.	4	24 Hours	24 Hours
		Monitor the Erosion Control and Storm Water Pollution Prevention Plan	Provide and maintain all erosion control features in accordance with the Design Documents and TxDOT standards.	4	24 Hours	24 Hours

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-2.35	**Protected species**	Monitor the Project to ensure that named species and habitats are protected.	Compliance with the required task	4	30 Days	30 Days
MAINTENANCE ELEMENT CATEGORY – SWEEPING AND CLEANING						
1-2.36	**Litter removal**	Keep the Project ROW in a neat condition, remove litter regularly. Pick up large litter items before mowing operations. Dispose of all litter and debris collected at an approved solid waste site	No more than 20 pieces of litter per roadside mile shall be visible when traveling at highway speed	2	5 Days	3 Days
1-2.37	**Road & bridge sweeping**	Maintain the roadway to prevent the buildup of dirt, ice rock, debris, etc. on roadways and bridges.	a) Prevent dirt, ice, rock, debris, etc. on roadways and bridges from accumulating greater than 24" wide or 1/2" deep. b) Keep all channels, hard shoulders, gore areas, ramps, intersections, islands and frontage roads swept clean. c) Clear and remove debris from traffic lanes, hard shoulders, verges and central reservations, footways and cycle ways. Remove all sweepings without stockpiling in the right of way and dispose of at approved tip.	4	5 Days	3 Days
MAINTENANCE ELEMENT CATEGORY – PEDESTRIAN FEATURES						
1-2.38	**Concrete sidewalk and pedestrian curb ramps**	Maintain sidewalk, pedestrian curb ramps at acceptable level of safety for the traveling public.	All pedestrian elements act as designed, serve the purpose for which they were intended, and meet the performance requirements set forth in the TxDOT Design Standards and Americans with Disabilities Act (ADA) requirements.	2	30 Days	24 Hours

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
MAINTENANCE ELEMENT CATEGORY – EARTHWORK AND CUTTINGS						
1-2.39	**Slope Failure**	Repair all slope failures.	All structural or natural failures of the embankment and cut slopes of the Project are repaired	6	60 Days	10 Days
MAINTENANCE ELEMENT CATEGORY – AMENITY						
1-2.40	**Graffiti**	Maintain assets free of graffiti.	Graffiti is removed in a manner and using materials that restore the surface to like appearance of adjoining surfaces.	2	24 Hours	24 Hours
1-2.41	**Animals**	Monitor the Project for animals.	All dead or injured animals are removed from the pavement.	6	2 Hours	1Hour
			All dead or injured animals are removed from the Project ROW.	6	24 Hours	24 Hours
1-2.42	**Abandoned vehicles and/or equipment**	Notify law enforcement for the removal of vehicles and/or equipment from within the Project	Notify law enforcement of any abandoned vehicles and/or equipment for the removal from the Project ROW.	4	24 Hours	24 Hours
SNOW AND ICE						
1-2.43	**Snow and ice**	Use reasonable efforts to maintain travel way free from snow and ice.	Response time to complete manning and loading of spreading vehicles. a) For forecasted snow and ice events, spreading vehicles are manned and loaded prior to a designated activation time. b) For unexpected snow and ice events, spreading vehicles are manned and loaded within 1 Hour	6	1 Hour	30 Min

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
			Response time for snow and ice clearance vehicles to depart from base. a) For forecasted snow and ice events, manned and loaded vehicles are dispatched on or before occurrence of the event. b) For unexpected snow and ice events, manned and loaded vehicles are dispatched within 1 Hour after inception of the event.	6	1 Hour	30 Min
1-2.44	**Weather forecasting**	Weather forecast information is obtained and assessed and appropriate precautionary treatment is carried out to minimize ice forming on the travel way.	Comply with Maintenance Management Plan (MMP) to prevent ice forming on the travel way.	6	1 Hour	30 Min
1-2.45	**Operational plans**	Implement snow and ice clearance operating plans to maintain traffic flows during and after snowfall and restore the travel way to a clear condition as soon as possible.	Comply with MMP for snow and ice clearance plans to maintain traffic flows during and after snowfall and restore the travel way to a clear condition as soon as possible.	2	1 Hour	1 Hour
INCIDENT RESPONSE						
1-2.46	**Incident response**	Monitor the Project and respond to Incidents in accordance with the MMP.	Comply with the MMP for the following: a) Response times met for 98% of Incidents measured on a 1 year rolling basis. b) Complaints from Emergency Services promptly resolved to TxDOT's satisfaction.	10	0	0
1-2.47	**Incidents involving Hazardous Materials**	Monitor the Project and respond to Incidents involving Hazardous Materials.	Comply with the requirements of the MMP and the Hazardous Materials Management Plan.	8	1 Hour	1 Hour

Item No.	Item	Required Task	Breach of or Failure to Meet the Following Minimum Performance Requirements	Number of Noncompliance Points	Cure Period	Interval of Recurrence
Note: 1. Maintenance Contractor shall not be responsible for the Non-Maintained Elements.						

III. TABLE 1-3: PLANNING AND REPORTING BASED NONCOMPLIANCE EVENTS

Item No.	Item	Breach of or Failure to Meet the Following Minimum Performance Requirements:	Number of Noncompliance Points	Cure Period	Interval of Recurrence
1-3.01	Reporting	Submit all reports relating to the Maintenance Services, including the annual reports, in the required format, with the content and within the time period required under the COMA Documents.	2	10 Days	5 Days
1-3.02	Reporting	Report to TxDOT on a daily basis any Lane Closures or reduced widths which give rise to Lane Rental Fees.	4	2 Days	1 Day
1-3.03	Reporting	Keep record of and report to TxDOT a Noncompliance Event as and when required under Section 19.2.1.1 and 19.2.1.3 of the Agreement.	10	10 Days	5 Days
1-3.04	Reporting	Provide information updates to the Maintenance Management Plan in accordance with Section 0120 of Exhibit 2 of the COMA.	2	10 Days	5 Days
1-3.05	Plan - Incident Management	Prepare and submit an Incident Management Plan and updates in accordance with Section 0140 of Exhibit 2 of the COMA.	2	10 Days	5 Days
1-3.06	Reporting	Implement the MMS and update the information on the MMS in accordance with Section 0160 of Exhibit 2 to the COMA	2	10 Days	5 Days
1-3.07	Plan - Safety	Prepare and submit a Maintenance Safety Plan and updates in accordance with Section 0180 of Exhibit 2 of the COMA.	4	3 Days	2 Days
1-3.08	Plan - Quality control	Prepare and submit a Maintenance Services Quality Control Plan and updates in accordance with Section 0170 of Exhibit 2 of the COMA.	2	10 Days	5 Days
1-3.09	Plan - Document Management	Prepare and submit a Maintenance Document Management Plan and updates in accordance with Section 0210 of Exhibit 2 of the COMA.	2	10 Days	5 Days

1-3.10	Plan - Deliverables Schedule	Prepare and submit a Maintenance Services Deliverables Schedule and updates in accordance with Section 0220 of Exhibit 2 of the COMA.	2	10 Days	5 Days
1-3.11	Plan - Traffic management	Prepare and submit to TxDOT for its approval a Traffic Management Plan and updates in accordance with Section 1120 of Exhibit 2 of the COMA.	10	5 Days	5 Days
1-3.12	Plans - Traffic control	Prepare and submit a traffic control plan to TxDOT 10 days before a planned maintenance activity involving a Lane Closure or revision to current traffic control.	6	1 Day	1 Day
1-3.13	Plan - Renewal and replacement	Prepare and submit to TxDOT for review and comment a Renewal Work Submittal and updates in accordance with Section 3.3.2 of the COMA and Section 0150 of Exhibit 2 of the COMA.	2	14 Days	7 Days