

SCHEDULE 10

Noncompliance Points System

1. Operation of the System

- 1.1 For the purposes of this Schedule a “Noncompliance” means an event which is described in the column headed “Noncompliance” in Table 3 in the Appendix. A cure period for a Noncompliance means the period set out under the heading “cure period” in Table 3 in the Appendix, and the start of the cure period shall be determined in accordance with the second column of Table 1 in the Appendix for each category of Noncompliance
- 1.2 The Concessionaire shall be required to report monthly on the status of all Noncompliance categories outlined in Table 3 of the Appendix (“Noncompliance Report”) including the status of any cure and the accumulation of Noncompliance Points as described in Table 1.
- 1.3 The Concessionaire must notify HPTE in writing of the occurrence of a failure as outlined in Table 3 of the Appendix. The notification in writing shall occur as soon as reasonably practical or no later than 48 hours after the time the Concessionaire first has knowledge or reasonably suspects the failure. The notice shall describe the failure in reasonable detail including information as to whether the cure will be effective within the applicable cure period, and if not, when the cure will occur.
- 1.4 HPTE may also separately determine that a Noncompliance has occurred and within 10 days of its determination of such deliver to the Concessionaire a written statement describing the Noncompliance in reasonable detail. Within five days of receipt of HPTE’s statement, the Concessionaire will investigate HPTE’s claim and provide a written report as to whether, in its view, the Noncompliance has in fact occurred and describing any mitigating factors and stating whether the Noncompliance has been cured.
- 1.5 HPTE shall within ten days of its receipt of either the notification of a failure from the Concessionaire or the response to HPTE’s claim, deliver to the Concessionaire a written determination stating the Noncompliance Points, if any, HPTE has allocated to the Concessionaire in accordance with this Schedule.
- 1.6 When the Concessionaire considers the Noncompliance to have been cured then it shall describe in reasonable detail the actions which it has taken amounting to a cure and when those actions were taken. In the absence of any such statement HPTE may allocate further Noncompliance Points in accordance with this Schedule without the need to provide any further notice to the Concessionaire. If a cure is asserted, HPTE shall then promptly verify the cure the Concessionaire asserts to have occurred through inspection or other means and inform the Concessionaire of whether or not it agrees that a cure has occurred. In all cases, HPTE retains the right to verify independently that the Noncompliance has in fact been cured
- 1.7 Whether a breach of this Contract is a Noncompliance shall not be taken into account when determining whether a breach of Contract which is also a Noncompliance is or is not “material” for any purpose in relation to this Contract.
- 1.8 HPTE may exercise any of its remedies under this Schedule 10 without prejudice to any other rights or remedies it has under the Concession Agreement.

2. Allocation of Points and Cure Periods

- 2.1 HPTE may allocate Noncompliance Points as described in Schedule 10 subject to the following terms and conditions.
- 2.2 Subject to paragraph 2.4, the circumstances in which HPTE may allocate Noncompliance Points for Noncompliances which are categorized as category A, B or C in Table 3 in the Appendix are set out in the third column of the Table 1 in the Appendix.
- 2.3 Noncompliance Points may be allocated on each occasion when a Noncompliance occurs.
- 2.4 HPTE will not allocate points for the first instance of each Noncompliance. However, in the case of Noncompliances where there is a cure period if that first Noncompliance has not been cured within the applicable cure period HPTE may allocate Noncompliance Points). HPTE will provide a statement to the Concessionaire pursuant to paragraph 1.2 in relation to the first instance of a Noncompliance irrespective of whether Noncompliance Points have been allocated.
- 2.5 When HPTE is permitted to allocate Noncompliance Points, the maximum number of Noncompliance Points allocated for each occurrence of a Noncompliance is the number specified in the column "Max points" in Table 3 in the Appendix. HPTE may, in its sole discretion, allocate fewer Noncompliance Points for a particular Noncompliance based on its view of the seriousness of the individual Noncompliance.
- 2.6 When a single act or omission gives rise to more than one Noncompliance, HPTE may allocate Noncompliance Points for each Noncompliance.
- 2.7 Any cure period specified in Table 3 of the Appendix shall be extended day-for-day for any verifiable Compensation Event, Force Majeure Event or Relief Event that prevents steps being taken to a cure a Noncompliance.
- 2.8 Annually for the first five years and on every 5 year anniversary thereafter of the Phase 1 Services Commencement Date, either party may request a review of the Noncompliance Points System by notice to the other party at least 90 days prior to such anniversary. Upon receiving the notice, both parties must review the existing Noncompliance point system in good faith and may (but shall not be obliged to) agree in writing to any revisions required to the system.

3. Payments for Noncompliance Points

- 3.1 The Concessionaire understands and agrees it was granted the right to retain Toll Revenues generated by the Managed Lanes in consideration for performing its obligations under this Contract, including fulfilling the HPTE Service Requirements and the HPTE Snow and Ice Service Requirements, and that if those requirements have not been fulfilled, then the Concessionaire has not earned the right to retain all those Toll Revenues and a reduction in the consideration is therefore appropriate.
- 3.2 The Concessionaire agrees that its consideration shall be reduced by the payment to HPTE of a share of the Toll Revenues earned from the Managed Lanes amounting to \$5,000 (indexed) for each allocated Noncompliance Point. Within 5 Business Days after the end of each Month HPTE may deliver an statement to the Concessionaire for the aggregate value of the Noncompliance Points allocated to the Concessionaire during that Month. The

Concessionaire shall pay HPTE the amount shown on the statement within 10 Business Days of receipt of the statement.

4. Accumulation of Noncompliance Points

- 4.1 The total of uncured (as defined in Paragraph 4.2) and unexpired (as defined in paragraph 4.3) Noncompliance Points allocated by HPTE shall be reported by the Concessionaire and monitored by HPTE for the duration of the Services Period.
- 4.2 A Noncompliance Point shall be treated as “uncured” from the time when it can be allocated in accordance with paragraph 2 until the time when the Noncompliance in relation to which it has been allocated has been verified as cured by HPTE.
- 4.3 A Noncompliance Point shall be treated as “unexpired” from the time when it can be allocated in accordance with Paragraph 2 until:
- (a) 365 days (for the purpose of the column headed B in Table 2) or 1,095 days (for the purpose of the column headed C in Table 2) after the Noncompliance has been cured for those Noncompliances classified in categories A and B, and
 - (b) 365 days (for the purpose of the column headed B in Table 2) or 1,095 days (for the purpose of the column headed C in Table 2) from the date when the Noncompliance occurred for those Noncompliances classified in category C.

5. Remedies available when the Concessionaire accumulates Noncompliance Points

Increased monitoring

- 5.1 If at any time during Period I, Period II or Period III (as defined the Appendix)
- (a) The Concessionaire has more unexpired Noncompliance Points than the number applicable to the relevant period in the row numbered 1 in Table 2; or
 - (b) The Concessionaire has more uncured Noncompliance Points than the number applicable to the relevant period in the row numbered 1 in Table 2

then HPTE may take reasonable steps (including engaging additional personnel or external consultants) to increase its monitoring of the Concessionaire’s performance of the Services. HPTE may maintain the increased monitoring until two Months have expired after the date on which the level of uncured Noncompliance Points or unexpired Noncompliance Points has fallen below the level permitted. If the Concessionaire has had to implement a Remedial Plan in accordance with this Schedule then the 2 Month period referred to in the preceding sentence shall be a period of 4 Months.

- 5.2 The Concessionaire shall compensate HPTE for its direct costs related to increased monitoring plus an additional 10 per cent in relation to HPTE’s increased overhead expenses. HPTE may submit invoices no more frequently than once in each month in relation to such costs and overhead expenses.

The Remedial Plan

- 5.3 If at any time during Period I, Period II or Period III (as defined the Appendix)
- (a) The Concessionaire has more unexpired Noncompliance Points than the number applicable to the relevant Period in the row numbered 2 in Table 2; or

- (b) The Concessionaire has more uncured Noncompliance Points than the number applicable to the relevant period in the row numbered 2 in Table 2

then, in addition to increased monitoring, HPTE may require the Concessionaire to prepare and submit a plan to resolve the cause of the Noncompliance Points (the "Remedial Plan") for HPTE's approval. The Remedial Plan shall be delivered to HPTE within 45 days of its request. The Remedial Plan must describe specific actions and associated timeframes that the Concessionaire will take to improve its performance and thereby incur no additional Noncompliance Points and reduce the total number of uncured Noncompliance Points. Such actions may include but are not limited to

- (i) Improvements to Concessionaire's quality management practices,
- (ii) Changes to plans and procedures;
- (iii) Changes in its organizational and management structures;
- (iv) Increased monitoring and inspections by the Concessionaire;
- (v) Changes in key personnel; or
- (vi) The replacement of subcontractors.

5.4 HPTE may reject a proposed Remedial Plan and require it to be resubmitted if HPTE forms the reasonable opinion that:

- (a) The actions described in the Remedial Plan do not give a high level of confidence that the performance of the Concessionaire will be improved in relation to the occurrence of Noncompliances (without prejudicing the performance of the Concessionaire in relation to the performance of its obligations where failures do not amount to Noncompliances); or
- (b) That the time period to implement the Remedial Plan is longer than reasonably practicable for a competent Concessionaire giving top priority to the rectification of its failures to perform.

5.5 If, after 180 days following the implementation of the Remedial Plan, the Concessionaire can demonstrate that:

- (a) The Remedial Plan has reduced the number and frequency of Noncompliance Points allocated as compared to the period prior to the implementation of the Remedial Plan;
- (b) The Concessionaire is complying in all material respects with the course of action described in the Remedial Plan; and
- (c) The Concessionaire has no uncured Noncompliance Points,

then 30 per cent of the total number of Noncompliance Points allocated over the course of the 180 day period shall be treated as having expired.

Default

5.6 If the Concessionaire

- (a) Fails to deliver to HPTE the Remedial Plan within 45 days of HPTE's request; or

- (b) Fails to comply with the course of action described in the Remedial Plan in any material respect;

then it shall be deemed to be breach of Contract which is within paragraph (a) of the definition of Concessionaire Default and Section 50 of the Contract shall apply accordingly.

5.7 If at any time during Period I, Period II or Period III (as defined the Appendix)

- (a) The Concessionaire has more unexpired Noncompliance Points than applicable to the relevant period in the row numbered 3 in Table 2; or
- (b) The Concessionaire has more uncured Noncompliance Points than the number under applicable to the relevant period in the row numbered 3 in Table 2

then that shall be a Concessionaire Default within paragraph (i) of the definition of Concessionaire Default and Section 50 of the Contract shall apply accordingly.

6. Disputes regarding the operation of this Schedule

- 6.1 The Concessionaire may object to the allocation of Noncompliance Points by delivering to HPTE written notice of its objection within 10 days of receipt of HPTE's written determination allocating the Noncompliance Points. The notice shall describe in reasonable detail the grounds for the Concessionaire's objection.
- 6.2 HPTE will consider the Concessionaire's objections and HPTE and the Concessionaire will meet to discuss the matter within 30 days after the Concessionaire has provided its written objection.
- 6.3 If, at the conclusion of this 30 day period, the Concessionaire still objects to HPTE's decision, it may refer the matter to the Dispute Resolution Procedure.
- 6.4 If for any reason the Concessionaire fails to deliver its written notice of objection within the time period specified in paragraph 6.1 the Concessionaire shall have waived its right to challenge HPTE's allocation of Noncompliance Points.
- 6.5 Any other Dispute arising out of the operation of this Schedule may be referred to the Dispute Resolution Procedure.

THE APPENDIX

Table 1

Noncompliance Category	Cure period deemed to start	When Noncompliance Points may be allocated
A	Cure period shall be deemed to start upon the date the Concessionaire first obtained knowledge of, or should have known of the Noncompliance if the Concessionaire had been performing its duties under the HPTE Service Requirements and the Concessionaire's Service Proposals in accordance with this Contract. For this purpose the Concessionaire shall be deemed to first obtain knowledge of the breach or failure not later than the date of delivery of the initial statement to the Concessionaire, as described in paragraph 1.2.	<p>Noncompliance Points may be allocated</p> <ul style="list-style-type: none"> (a) if the Concessionaire has failed to cure the Noncompliance by the end of the applicable cure period and (b) if the Noncompliance has not been cured after one or more subsequent periods equal to the cure period then on the expiry of each such period further Noncompliance Points may be allocated
B	Cure period shall be deemed to start from the date on which the breach or failure occurred, whether or not an initial notice has been delivered to the Concessionaire, as described paragraph 1.2.	<p>Noncompliance Points may be allocated on the date of the written statement from HPTE to the Concessionaire pursuant to paragraph 1.2 and additionally</p> <ul style="list-style-type: none"> (c) if the Concessionaire has failed to cure the Noncompliance by the end of the applicable cure period further Noncompliance Points may be allocated to the Concessionaire and (d) if the Noncompliance has not been cured after a one or more subsequent periods equal to the cure period then on the expiry of each such period additional further Noncompliance Points may be allocated.
C	No cure period	Noncompliance Points may be allocated on the date of the written statement from HPTE to the Concessionaire pursuant to paragraph 1.2.

Table 2

Period I – From the Commencement Date until the day before the Phase 1 Services Commencement Date

Period II – From the Phase 1 Services Commencement Date until the day before the start of Period III

Period III – From the Full Services Commencement Date or the First anniversary of the Phase 1 Services Commencement Date (whichever is later) onwards

	A			B			C			
Row #	Uncured Noncompliance Points			Cumulative Unexpired Noncompliance Points (Cured or Uncured) over 365 Day Period			Cumulative Unexpired Noncompliance Points (Cured or Uncured) over 1.095 Day Period			Remedy available to HPTE (see section 5)
	Period I	Period II	Period III	Period I	Period II	Period III	Period I	Period II	Period III	
1	30	40	30	40	60	50	90	110	100	Increased monitoring by the HPTE
2	35	50	40	60	90	75	135	165	150	Remedial plan to be submitted to the HPTE
3	40	70	50	80	140	100	180	225	200	Concessionaire Default

Table 3 Noncompliance Schedule

The column Max Points describes the maximum points which may be assessed for a single occurrence. For the categories listed with points in the column "GP Lane Routine Maint Max Points", the US 36 General Purpose Lanes (including the BOS Corridors) shall be assessed separately from the Managed Lanes and the Maximum Points shall be those prescribed in the column "GP Lane Routine Maint Max Points."

Failure by the Concessionaire to report a Noncompliance which should have been identified as part of the routine processes prescribed in the Maintenance Management Plan or Operations Management Plan shall double the Maximum Points prescribed below.

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
1	Schedule 6 – Appendix 6-2	Toll Maintenance/ETCS Equipment	All ETCS equipment is fully functional and housing is functioning and free of defects.	A	14 days	2	
2	Schedule 6 – Appendix 6-2	Toll Maintenance/ETCS Equipment	All beacons or other equipment associated with HOV enforcement are functioning as required when a vehicle passes through the lane declared as HOV.	B	7 days	2	
3	Schedule 6 – Appendix 6-2-	Toll Maintenance/ETCS Equipment	All antennas and readers are capturing 99.95% of transactions where a transponder is present in the vehicle.	B	14 Days	2	
4	Schedule 6 – Appendix 6-2-	Toll Maintenance/ETCS Equipment	Lane controllers are up and running 99.99% of the time that the managed lanes are open.	B	14 Days	2	
5	Schedule 6 – Appendix 6-2-	Toll Maintenance/ETCS Equipment	AVC system is classifying the correct number of axles on vehicles correctly 99.95% of the time a transaction is detected in the lane.	B	14 Days	2	

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
6	Schedule 6 – Appendix 6-2-	Operations/ Contact Center	<p>The Concessionaire takes necessary action with customer service center to validate ,and then if valid, have error corrected and customer informed within seven (7) days of receiving notice that an incorrect toll amount has been charged (provided appropriate customer information available) This shall apply for errors in excess of \$0.25 (to be determined on a per transmission basis).</p> <p>Further, as part of the validation process the Concessionaire must assess and take appropriate action to address any underlying billing problem.</p>	B	7 days	3	
7	Schedule 6 – Appendix 6-2-	Operations/ Contact Center	Respond within seven days to customer inquiries and complaints about the Managed Lanes where contact details of customers have been provided.	A	2 days	2	
8	Schedule 6 – Appendix 6-2-	Operations/ Contact Center	Telephone line manned during business hours and 24 hour availability of messaging system.	A	Monthly	1	
9	Schedule 6	Operations/ Contact Center	Maintain a monthly average of at least 4.0 on a scale of 1.0 to 5.0 on Customer Driven Management (CDM) customer service survey results	A	Assessed Monthly	1	
10	Schedule 6	Operations/ Contact Center	Maintain a monthly average of 2.0 or better on a scale of 1.0 to 5.0 on “after-call” customer service surveys done through the phone system in accordance with Appendix 6-2	A	Assessed Monthly	2	

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
11	Schedule 6	Operations/ Contact Center	Requirements for answering calls, wait times, quality measurement for phone audits, workforce management software are met in accordance with Appendix 6-2	A	Assessed Monthly	2	
12	Schedule 6	Operations/ Contact Center	An monthly average of 98% of all customer and non-customer requests and correspondence, regardless of communication method, responded to within three (3) business days	A	Assessed Monthly	1	
13	Schedule 6	Operations/ Contact Center	Requirements for online customer access (web), email system functionality, phone system and IVR (Interactive Voice Response) system functionality are met	A	Assessed Monthly	1	
14	Schedule 6	Operations	Transmit transactions that are not duplicates with the correct toll amounts to the Customer Service Center (to be determined on a per transmission basis).	C	None	3	
15	Schedule 6	Operations	Upon notification of a duplicate transaction or an incorrect toll amount on a per transmissions basis, the Concessionaire shall reconcile or audit the data transmission within one Business Day to identify any and all other duplicate transactions or incorrect toll charges that may have occurred (to be determined on a per transmission basis). Upon identification, the Concessionaire shall transmit the correct information to the customer service center for rectification including	A	3 days	5	

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
			appropriate correspondence and crediting/debiting of accounts within five days.				
16	Schedule 6	Operations	The Concessionaire shall only request payment from an account on the list of current active tags transmitted by the customer service center (to be determined on a per transmission basis).	C	None	2	
17	Schedule 6	Operations	Following receipt of two or more complaints within 30 days emanating from a single toll point Concessionaire shall investigate claims of tag reads from General Purpose ("GP") lanes and in the event that a an erroneous toll read occurred, or reasonable doubt exists as to whether such occurred, Concessionaire shall immediately contact HPTE and prepare correspondence that can be sent to all customers who have made such a complaint regarding the erroneous GP reads. This shall occur within fifteen (15) days of receipt of such second complaint within a thirty (30) day period.	C	None	5	

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
18	Schedule 6	Operations	Upon notification of the display of an incorrect toll amount, the Concessionaire shall reconcile or audit the data transmission within one Business Day to identify any and all other customer accounts that may have been impacted by the incorrect signage (to be determined on a per transmission basis).	A	3 day	5	
19	Schedule 6	Operations	Comply with standards applicable to the retention of and use of customer records pursuant to applicable Law,	C	None	5	
20	Schedule 6	Operations	Disclose a policy regarding privacy of Customer Confidential Information to Customers in accordance with Schedule 6 Appendix 6-2.		7 days	1	
21	Schedule 6	Operations - Incident Management	Achieve an incident response time that complies with Incident Response Plan	C	None	2	4
22	Schedule 6	Operations - Courtesy Patrol	Provide Courtesy Patrol in accordance with paragraph 4.4.1 of Schedule 6 of the Concession Agreement.	C	None	5	
23	Schedule 6	Roadway Maintenance - Category 1 Defect	Address a Category 1 defect within the time period shown in Appendix 6-1 of Schedule 6.	B	As specified in Appendix 6-1	3	6
24	Schedule 6	Roadway Maintenance - Category 2 Defect	Address a Category 2 defect within the time period shown in Appendix 6-1 of Schedule 6.	B	7 days	1	2
25	Schedule 6	Roadway Maintenance - Asset Condition	Achieve a mean Asset Condition Score of 3.5 but at least 2 for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement	C	None	6	10

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
26	Schedule 6	Roadway Maintenance - Asset Condition	Achieve a mean Asset Condition Score of less than 2 and greater than 1 for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement.	C	None	9	14
27	Schedule 6	Roadway Maintenance - Asset Condition	Achieve a mean Asset Condition Score of 1 or less for any Element Category in any quarterly audit as described in paragraph 2.3.7 of Schedule 6 of the Concession Agreement.	C	None	12	18
28	Schedule 6	Roadway Maintenance - Inspection	Identify material defects in the inspection reports, life cycle maintenance plan, or work currently undertaken.	C	None	5	8
29	Schedule 6	Roadway Maintenance – Inspection/Operations	Include identified material defects in the next Life Cycle Maintenance Plan and/or the Operations and Maintenance Plan.	A	14 days	5	8
30	Schedule 6	Roadway Maintenance/Toll Maintenance	Meet requirements of work zone safety, management, maintenance of traffic and diversion routes for regular maintenance during operations.	B	60 minutes	4	8
31	Schedule 6	Managed Lanes Reporting	Accurately gather and report on a timely basis the information required for any FHWA reporting requirements as designated by HPTE.	C	None	3	
32	Schedule 6	Public Information	Issue information to the public through any means that is factually incorrect.	C	None	5	
33	Schedule 6	Public Information	Abide by all requirements of the Managed Lanes Communications Plan	C	None	1	

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
34	Schedule 6	Incident Management Plan	Comply with a requirement in respect of the Incident Management Plan as required by Schedule 6	C	None	5	5
35	Schedule 6	Maintenance Management	Achieve a smooth transition of maintenance activities from HPTE in accordance with the Transition Plan.	B	4 days	3	5
36	Schedule 6	Maintenance Management Plan	Comply with a requirement in respect of the Maintenance Management Plan as required by Schedule 6 of the Concession Agreement.	B	7 days	2	4
37	Schedule 6	Operations Management Plan	Comply with a requirement in respect of the Operations Management Plan as required by Schedule 6 of the Concession Agreement where the failure impacts or has potential to impact on the level of service provided to users	B	7 days	3	
38	Schedule 6	Record keeping	Create the required O&M records.	A	2 days	1	2
39	Schedule 6	Record keeping	Use, maintain and update the Maintenance Management Information System in accordance with paragraph 5.1 of Schedule 6	A	2 days	1	2
40	Schedule 6	Safety	Formally establish and adhere to a policy, procedure, process, or guideline as required by the Safety Plan	B	7 days	3	3
41	Schedule 6	Safety	Report safety related incidents to the HPTE within one day unless they constitute an immediate hazard (Category 1), in which case HPTE shall be notified as soon as practicable but in no case less than 1 hour from occurrence.	B	7 days	3	3

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
42	Schedule 6	Safety	Observe the safety plan or to carry out any operation or maintenance activity in contravention of (or in absence of) the safety plan or in a manner that represents a hazard to project workers or the general public in accordance with Schedule 6 of the Concession Agreement.	A	1 day	3	Assessed with ML
43	Schedule 6, Schedule 25	Project Plans	Produce, review, and, as necessary, update the following plans during the Services Period in accordance with the Concession Agreement including but not limited: (1) Maintenance Management Plan; (2) Quarterly, One-Year and Five Year Work Plans; (3) Operations Management Plan; (4) Disaster Recovery Plan (5) Transition Plan; (6) Incident Response Plan (7) Managed Lane Communications Plan (8) Life Cycle Maintenance Plan,	A	30 days	3	Assessed with ML
44	Schedule 25	Snow and Ice Control	Produce, review, and, as necessary, update the Snow Removal and Ice Control Operations Plan	A	30 Days	3	Assessed with ML

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
45	Schedule 25	Snow and Ice Control	Failure to meet the requirements for completing sweeping within 72 hours after a Precipitation Event per 3.4 of Schedule 25.	C	none	5	Assessed with ML
46	Schedule 25	Snow and Ice Control – Service Level Scoring	A Service Level Score of 4 is received for an individual Precipitation Event related to the Managed Lanes	C	none	1	Not subject to Noncompliance, addressed per Schedule 25
47	Schedule 25	Snow and Ice Control – Service Level Scoring	A Service Level Score of 3 is received for an individual Precipitation Event related to the Managed Lanes	C	none	2	Not subject to Noncompliance, addressed per Schedule 25

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
48	Schedule 25	Snow and Ice Control – Service Level Scoring	A Service Level Score of 2 is received for an individual Precipitation Event related to the Managed Lanes	C	none	3	Not subject to Noncompliance, addressed per Schedule 25
49	Schedule 25	Snow and Ice Control – Service Level Scoring	A Service Level Score of 1 is received for an individual Precipitation Event related to the Managed Lanes	C	none	5	Not subject to Noncompliance, addressed per Schedule 25
50	Snow and Ice Control	Service Level Scoring	A Service Level Score of 0 is received for an individual Precipitation Event related to the Managed Lanes	C	none	7	Not subject to Noncompliance, addressed per Schedule 25
51	Project Management	Quality Management	Establish, maintain, update or comply with any requirement of a Quality Management Plan in accordance with Section 25 of the Concession Agreement	A	7 Days	2	
52	Schedule 16	Tolling price	Comply with the toll pricing requirements (including notification requirements) and vehicle usage/access requirements approved by the HPTE	C	None	5	

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
			board as well as those required by the IGA with Denver RTD.				
53	Schedule 16/IGA with Denver RTD	US36 Managed Lanes Speed	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n-Ride during Peak Periods, measured over a timeframe of one (1) month where the actual speed is fifty (50) mph or less.	C	None	5	
54	Schedule 16/Denver RTD IGA	US36 Managed Lanes Speed	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'nRide during Peak Periods, measured over a timeframe of one (1) month such that the average is between 40-50 miles per hour	C	None	6	
55	Schedule 16/Denver RTD IGA	US36 Managed Lanes Speed	Maintain an average speed of at least fifty-five (55) mph for the portion of the US 36 Managed Lanes from Table Mesa to the Broomfield Park'n'Ride during Peak Periods, measured over a timeframe of one (1) month such that the average is less than forty (40) miles per hour.	C	None	8	
56	Schedule 16/Denver RTD IGA	US 36 Managed Lanes Speed	Maintain an average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month where the average speed is forth-five (45 mph) or less.	C	None	5	

ID	Source Document	Heading	Noncompliance occurs if the following conditions are not fulfilled:	Category	Cure Period	Max Points (*)	GPLane Routine Maint Max Points (*)
57	Schedule 16/Denver RTD IGA	US 36 Managed Lanes Speed	Maintain an average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month such that the average is between 35-45 miles per hour.	C	None	6	
58	Schedule 16/Denver RTD IGA	US 36 Managed Lanes Speed	Maintain as average speed of at least fifty (50) mph for the portion of the US 36 Managed Lanes from the Broomfield Park'n'Ride to Pecos Street during Peak Periods, measured over a timeframe of one (1) month such that the average is less than thirty-five (35) miles per hour.	C	None	8	
59	IGA with Denver RTD	I-25 Managed Lanes Speed	Maintain an average travel time of no more than 8.75 minutes from Pecos Street to Denver Union Station during Peak Periods measured over a rolling period of four (4) weeks.	C	Assessed Monthly	5	
60	Schedule 26	Handback Reserve	Establish and fund the Handback Reserve when required and provide appropriate account information in accordance with Section 48.8 of the Concession Agreement	B	30 days	5	
61	Concession Agreement	Key Personnel	Compliance with a requirement with regard to Key Personnel in the Concession Agreement,	B	14 days	2	Assessed with ML
62	Concession Agreement	Maintenance and inspection of records	Keep, maintain or make available to HPTe and its designated representative any book, record or document in accordance with Schedule 6 of the Concession Agreement.	A	7 days	1	Assessed with ML

