

APPENDIX [G]

Operations and Maintenance Performance Standards

1. GENERAL

1.1 Purpose

This Appendix establishes certain standards of performance (“O&M Performance Standards”) for operations and maintenance work for the Service Plazas (“O&M Work”). The Operator’s obligation to perform and provide the O&M work includes the obligation to comply with all O&M Performance Standards. Capitalized terms that are used but not defined in this Appendix have the meanings set forth in the Lease.

MassDOT and the Operator will establish an Operations and Maintenance Plan¹ that will describe the means by which the Operator intends to achieve compliance with the O&M Performance Standards throughout the Term. The plan will include a mutually agreed upon Cleaning and Maintenance Specification that is transferable to all Service Plazas. MassDOT or a designee thereof will perform inspections of the Service Plazas on a regular basis and at random to ensure compliance with said Specification. The Operator will maintain inspection data on a market recognized platform and MassDOT will have access to said platform and any data contained therein.

2. GENERAL DESCRIPTIONS

As noted above, the following sets forth certain general descriptions of the applicable O&M Performance Standard for each of the compliance items that will be addressed in the “Inspection Checklist” defined in Section 3.0. A Pass or Fail rating will be assigned to each compliance item. Certain non-compliance items may be deemed to be a “critical item” and as such may require immediate corrective action(s). The Performance Rating for a particular Service Plaza shall be the total number of Pass and Fail ratings as stated in the Inspection Checklist. The Operator is responsible for compliance with all elements of the O&M Performance Standards in performing the O&M Work, notwithstanding the following general descriptions.

2.1 Parking Lot/Roadway Conditions:

a) Pavement Conditions

Safe plaza pavement conditions throughout the facility shall be maintained at all times. If potholes greater than 10 inch in diameter develop, the Operator must promptly cone off the area to maintain a circulation pattern for vehicles without limiting access to parking and the facility until final remedy is executed. Pavement in the direct path of pedestrian traffic shall also be free of settlement or heave displacement which presents a pedestrian tripping hazard. Displacement less than 1 inch in verticality shall not in and of itself give rise to a fail rating however, this shall not be construed to relieve Operator of responsibility for maintaining pavement to a degree satisfactory to avoid

¹ NTD: Ensure that provisions related to the Quality Management Plan address this requirement.

tripping hazard. Pavement shall also be free of damage to shoulders caused by erosion and/or heavy traffic, free of damage to curbs and island nose approaches.

a) Lighting:

All lighting units and fixtures shall be sound and secure. All lighting shall be maintained so as to achieve at least the minimum code required lumen levels for the respective applications. All lighting must remain on from sundown to sunup.

b) Parking Lot Striping:

Parking lots, charging areas, drive through lanes, etc. shall be clearly marked and striped. All pavement markings must be clearly visible and reflective both day and night.

c) Curbs, Sidewalks, Posts and Signs:

Pedestrian sidewalks and curbs shall be free of abrupt settlement, heave displacements greater than 1/2 inch, spalls, gouges or other conditions that represent a tripping hazard. Curbs shall be securely in place and have no sections missing. All non-hazardous conditions in need of repair must be completed on a semi-annual basis. Posts and signs shall be secure, free of rust and full legible. Each Service Plaza shall have a commercial quality hot water pressure washer to remove gum and stains from sidewalks, curbs and dock areas. Pressure washing is required to be done at least weekly between May 1 and September 30 and on an as needed basis.

a) Signage and Advertising:

All signage, wayfinding and advertising shall be installed and maintained in areas as to not created hazards or distractions. Signs and posts shall be maintained appropriately and replaced rapidly if displaced by striking or wear.

2.2 Grounds Landscaping:

a) Grass Areas and Edging:

Grassed areas shall be of uniform appearance and maintained throughout the growing season to a maximum height of 4". All edges, including around curbs, light poles, etc., shall be trimmed of grass and weeds.

b) Trees, Shrubs, Hedges, Flower Beds and Mulch:

All trees, plantings, shrubs, and hedges shall be maintained on a bi-monthly schedule. Trees, shrubs, and hedges shall be trimmed, pruned and/or cut to maintain healthy growth, consistent with the Operations and Maintenance Plan. The Service Plaza shall be free of any trees, shrubs and hedges that create any risk of fire, obstruction of roadways and walkways, obstruction of sightlines, pathways, car parking, site lighting, and hazards. Mulch, or other ground cover, shall be added each spring, weeded and maintained at a minimum thickness of 2". The Operator shall provide fully stocked and mulched flower beds during growing season with an appropriate mix of plants maintained and weeded on a monthly schedule.

c) Litter and Debris:

All areas must be free of litter and debris. During all shifts, the Operator shall monitor and promptly pick up all trash, litter and debris at, in, and about the Service Plaza to maintain compliance with the foregoing.

d) Trash and Recycling Receptacles

All exterior trash, recyclables receptacles, and composting bins shall be clean, and not overflowing. All dumpsters, compactors and related surrounding areas shall be kept clean, neat and free of clutter and spills.

e) Fencing

All fencing and gates that are the responsibility of the Operator shall be sound and free of damage and deficiencies, except for normal wear and tear. Only locks provided by MassDOT are permitted to be on access gates.

f) Picnic and Pet Areas

Pet areas must be stocked with pet waste cleanup supplies for customer use. The Operator shall clean pet areas and sanitize once a day and as necessary (other than during inclement weather). Exterior tables, benches, seats, and decorative elements will be sound, safe, secure, and maintained.

g) Lighting

All lighting units and fixtures shall be sound and secure. All lighting shall be maintained so as to achieve at least the minimum code required lumen levels for the respective applications. All lighting must remain on from sundown to sunup.

h) Flags and Poles

Operator shall provide and maintain flag poles and flags at each Service Plaza. Each Service Plaza is required to have a U.S. flag, Massachusetts State flag, POW-MIA flag, applicable poles and required lighting for the flags. Flags must never be worn, torn, tattered or faded. Flags must be raised and lowered in accordance with proclamations by the Governor of Massachusetts or as directed by MassDOT.

2.3 Restrooms (including Family Restrooms):

a) Restrooms Open:

Restrooms shall be open 24/7/365 and signed properly with no closure for cleaning exceeding 15 minutes except in the case of necessary repairs. Should a patron express an urgent and immediate need to use the facilities during any such closure, such patron shall be permitted access.

b) Odor Control:

Each facility shall be maintained in an orderly, clean and sanitary condition, The facilities shall be free from persistent unpleasant odors.

c) Restrooms (cleanliness and stocking):

Restrooms shall be maintained in a clean and sanitary condition. Cleaning shall be completed on both a cleaning task schedule on an as-needed basis, and shall address the cleanliness and sanitation of floors, walls, fixtures, railings, mirrors, accessories, dividing partitions, and counters, as well as to ensure that consumable items are in sufficient supply. Hand dryers, waste bins and sanitary napkin disposal containers shall be provided and kept clean and free from soil, debris and unpleasant odor.

d) Restrooms (maintenance):

Restrooms shall be maintained, consistent with the Cleaning and Maintenance Specifications. All restroom equipment, including doors, signage, towel dispensers, soap dispensers, mirrors, lighting, janitor closets, hand dryers, sinks, faucets, urinals, toilets, floor drains and waste receptacles, shall be in good working order.

2.4 Electric Vehicle Charging:

a) Operator shall operate and maintain, or contract to do so, electric vehicle fast charging stations that comply with the requirements of Appendix [X] Electric Vehicle Infrastructure Requirements. Charging ports that are on a Service Plaza but not excluded pursuant to the last sentence of this paragraph (“Charging Ports”) shall be in working order 24/7/365, except for scheduled maintenance and shall be repaired within 48 hours of malfunction, and shall meet the uptime requirements of Appendix [x] Electric Vehicle Infrastructure Requirements. This compliance item does not apply to EV charging stations supplied and operated by a person that is not under contract with the Operator or that is not within the Operator’s scope of work under the Lease.

Charging areas, including those operated by an entity that is not the Operator and not under contract with the Operator, will be clearly delineated with striping and signage, shall be consistently policed for litter, debris, wear and tear, and obstruction, such as snow and ice.

b) If the Operator does not adhere to the average monthly uptime requirement of 97% or greater per charging port, the following liquidated damages will apply **per charging port**:

Where the average uptime for a Charging Port in a calendar month is:	Then, for each Charging Port , the liquidated damages per month are:
(a) equal to or greater than 97%	(a) \$0
(b) less than 97% and equal to or greater than 90%	(b) \$12,500
(c) less than 90% and equal to or greater than 80%	(c) \$17,500

(d) less than 80% and equal to or greater than 60%	(d) \$20,000
(e) less than 60%	(e) \$25,000

Separate liquidated damages, as shown in the table below, will be applied to ensure that an uptime of 97% or greater per charging port is achieved during the busiest days of the year (“Peak Days”). Peak Days are defined as federal holidays and the days immediately surrounding them including New Year’s Day, Martin Luther King Jr. Day, Presidents’ Day, Memorial Day, Juneteenth Independence Day, Labor Day, Veterans Day, Thanksgiving and Christmas. The liquidated damages are based on **per day** and **per charging port**.

Where the average uptime for a Charging Port during a “ Peak Day ” is:	Then, for each Charging Port , the liquidated damages per day are:
(a) equal to or greater than 97%	(a) \$0
(b) less than 97% and equal to or greater than 90%	(b) \$850
(c) less 90% and equal to or greater than 80%	(c) \$1,200
(d) less 80% and equal to or greater than 60%	(d) \$1,350
(e) less than 60%	(e) \$1,650

Liquidated damages will be paid in accordance with the Lease.

2.5 Buildings and Structures - External:

a) Roof, Siding, Finishes, Trim, Railings, Decorations:

Roofs, exterior walls, finishes, trim, railings, decorations, signage and accessories shall be sound, secure, and shall be maintained, consistent with the Cleaning and Maintenance Specification described in Section 1.1. In the event any repairs or replacements are needed, the Operator shall use all reasonable efforts to match the original materials as closely as possible. Maintenance efforts shall take into account any inclement weather conditions or temperatures near or below freezing, but shall nevertheless be required to prevent hazardous conditions.

c) Windows (cleanliness):

All external surfaces of glass are to be cleaned weekly between May and October and biweekly at all other times and more often as needed for higher customer traffic areas and winter salt conditions. Cold weather glass cleaning solutions shall be utilized during winter months to prevent freezing.

d) Windows (maintenance):

All windows shall be free of hazards related to breakage, sound, secure and weatherproof and with no leaks (air or water). All frames, hardware, caulking, glazing shall be in good condition, and windows shall be free of cracks or chips, fogged glass, deterioration, damage or deficiencies.

e) Doors (cleanliness):

All external doors, including the surfaces of glass on exterior doors are to be clean. All fingerprints, graffiti and soil must be removed.

f) Doors (maintenance):

All doors are to be able to be secured, operational and have keys available to MassDOT officials provided that MassDOT shall maintain and provide keys and cores to all exterior doors. The Operator shall provide locks to accept MassDOT current key cores. All doors shall be maintained by the Operator. Doors to secure areas are to be operational and locked. Accessible doors shall be available at each Service Plaza entrance. Safety related conditions shall be addressed immediately.

g) Trash, Rubbish, Compost and Recyclables Receptacles:

Trash, rubbish and compost receptacles and lids shall be clean, free of damage, with access door secured in place and no sharp edges or major rust damage present. Plastic liners shall be used, and the receptacles shall be emptied as necessary to enable the receptacle to function as intended.

h) Signage and Way-Finding Systems:

All signage at the Service Plaza (including no-smoking/ designated smoking areas, patron comments, guidance, rest rooms, food, way finding, venue identification, and regulatory and other venues, and any temporary signage that is required during construction activities) shall be maintained, sound and secure, and shall be replaced when damaged or stolen. All lighting elements shall be in proper working order and must remain on from sundown to sunup. Only signage that has been approved by MassDOT or is otherwise permitted by the Lease shall be installed.

2.6 Buildings and Structures - Internal:

a) Doors (cleanliness):

All external doors, including the surfaces of glass on exterior doors are to be clean. All fingerprints, graffiti and soil must be removed.

b) Doors (maintenance):

All doors are to be able to be secured, operational and have keys available; provided that MassDOT shall maintain and provide keys and cores to all exterior doors. The Operator shall provide locks to accept MassDOT current key cores. All doors shall be maintained by the Operator. Doors to secure areas are to be operational and locked. Accessible doors shall be available at each Service Plaza entrance. Safety related conditions shall be addressed immediately.

c) Interior Tables, Benches, Seats, and Decorative Elements (cleanliness):

Interior tables, benches, seats, and decorative elements shall be clean and free of litter and excessive soiling such as spillage from condiments and beverages.

d) Interior Tables, Benches, Seats, and Decorative Elements (maintenance):

Interior tables, benches, seats, and decorative elements will be sound, safe, secure, and be maintained.

e) Walls, Glass, Finishes, Trim, Railings, Decorations, Accessories, Interior Doors:

Facilities shall be maintained such that internal walls, doors, door glass, window glass, surfaces and baseboards are clean, free of fingerprints and soiling. Safety related conditions shall be addressed promptly.

f) Interior Emergency Door Maintenance:

All fire doors shall be closed, sound, secure, labeled, and latch properly. All doors are to be fully accessible and operational and be always maintained. All door locks shall be operational and keys available. Doors to secure areas are to be operational and locked.

g) Floors and Finishes (cleanliness):

Facilities shall be maintained such that the floor is free of standing liquid and clean. Appropriate signage and precautions shall be taken regarding patron safety on newly cleaned or wet floors. Any deep cleaning shall be completed as needed.

h) Floors and Finishes (maintenance):

All floors shall be sound, secure, and be maintained. When repairs or replacements are needed, the Operator shall use all reasonable efforts to match the original materials as closely as possible in quality and appearance.

i) Ceiling, Accessories, Background Music, and Finishes:

Ceilings, including grids and lighting units are to be clean, functional and will be maintained. Background music must be available at all times and, when played, played at an appropriate level in all customer areas.

j) Gum, Graffiti and Vandalism:

Any graffiti which is vulgar and or obscene in nature must be removed, covered up or equipment replaced within 12 hours. Any conventional or permanently etched or other permanently destructive vandalism of any kind shall be addressed and resolved within one (1) week. Gum which is placed on the interior of the facilities must be removed within two (2) days.

k) Trash Receptacles:

All receptacles shall be reasonably clean, neat and bags/liners changed as necessary and have lids to keep the litter inside.

l) Pest Control/Infestations:

Any animal and/or insect presence or nesting inside and any animal and/or insect evidence of nesting outside shall be addressed in accordance with all codes, regulations and laws and shall be addressed quickly enough to avoid a shutdown by local or state authorities.

m) Janitorial Areas/Items:

Janitorial rooms shall be in a clean, neat and orderly condition. All janitorial carts and equipment shall be in a functional, safe and clean condition.

n) Signage and Way-Finding Systems:

All signage at the Service Plaza (including no-smoking/ designated smoking areas, patron comments, guidance, rest rooms, food, way finding, venue identification, and regulatory and other venues, and any temporary signage that is required during construction activities) shall be maintained, sound and secure and shall be replaced when damaged or stolen. All lighting elements shall be in proper working order. Only signage that has been approved by MassDOT or is otherwise permitted by the Lease shall be installed.

o) Ventilation and Exhaust:

All ventilation outlets shall be unblocked and free of obstructions and free of mold, pollen, dead animals /rodents and any other blockages. These outlets shall be maintained.

p) Mechanical Systems Maintenance and HVAC Controls,
Distribution Systems and Heating/Cooling Units:

HVAC systems shall function as intended and be serviced at intervals specified by manufacturers and provide a safe and comfortable environment. Systems shall be operated so that they comply with the most updated applicable seasonal ANSI/ASHRAE standards to maintain a comfortable interior air temperature. All ductwork, fittings and pipe work shall be securely fastened to their intended points of anchorage. HVAC systems shall be free from corrosion, mold, organic growth, damage and deficiency, except for normal wear and tear. Rest room exhaust fans shall be operational.

q) Plumbing Fixtures, Water Heaters, Pumping Systems,
Supply Lines, Drain Lines, and Drinking Fountains:

Plumbing installations shall be properly installed, properly sized, functioning properly, sound, secure and properly attached. When repairs or replacements are needed, the Operator shall use all reasonable efforts to match the original fixtures and materials as closely as possible in quality and appearance.

r) Electrical Systems and Controls:

All electrical supply and distribution systems, controls, and components shall conform to applicable codes, regulations and law and be in proper working order and shall be properly maintained.

s) Elevator Systems:

Elevators shall be operable at all times, except for scheduled maintenance. Equipment shall be clean and, if applicable, lubricated and shall conform to applicable codes, regulations and law. Elevator machine rooms, hoist ways, pits, car tops and equipment in or on those areas shall be in a clean condition. Lamps, buttons, and crystals will be maintained in clean operating condition. Operator shall ensure that elevators are inspected on a schedule that complies with applicable law.

2.7 Snow/Ice/Ice Melt Removal:

Operator shall be responsible for the clearing of ice and snow to a reasonable standard throughout the exterior premises including but not limited to the parking area, walkways, electric vehicle charging area and fueling areas and other areas identified in Section 10.2 (B) of the Lease. Snow can be stored on property as to reasonably not limit the operation and safety of the plaza. MassDOT Highway Operation shall be responsible for the clearing of snow and ice on the off-ramp, through lane and on-ramp.

a) Snow and Ice Removal:

Snow operations at the Service Plaza shall commence prior to snow accumulation reaching a maximum 1.5". The Operator shall use all reasonable efforts, taking into account the strength and conditions of each individual storm, to prevent excessive snow accumulation in those areas within its responsibility. The removal of any snow accumulation shall be completed within 9 hours after storm end. Proof that ice control measures of sanding/salting were taken to prevent ice accumulation along pedestrian sidewalks must be evident during each individual storm. Special attention must be given to standing water conditions that could develop into icing hazardous conditions.

b) Ice Melt Removal:

All areas including landings, ramps, stairwells, fire exits, steps, entrances, patios, picnic areas, walkways, paved areas and concrete areas will be cleaned of excessive sand and salt from winter operations on a minimum weekly schedule or as needed based on snow control activities.

2.8 Security and Surveillance:

a) Surveillance and Security Systems:

Surveillance and security systems shall function as intended, and be free of hazards, damage, and deficiency. All electrical communications and data transmission lines/ cables / installations shall be fully operational in compliance with code, regulations and law and all other applicable O&M Performance Standards.

b) Emergency Exit Doors and Pathways:

Emergency exit doors and pathways are to be maintained in a clear, unobstructed, and unhindered condition at all times and in accordance with all codes, regulations and laws.

c) Fire Safety Systems:

Fire safety systems, building alarm systems, emergency lighting, exit signs, fixed and portable fire extinguishing equipment and all other fire safety systems shall be operational and maintained in accordance with code, regulations and laws and all other applicable O&M Performance Standards, and shall be free of hazard, damage, and deficiency, except for normal wear and tear. All emergency lighting and exit sign power sources (batteries / generators) shall be operational. Log book and procedures shall be maintained on site for documenting all fire safety systems maintenance and activities. All facilities within each Service Plaza shall have established and posted evacuation routes. Hydrants, sprinklers and hoses shall be at correct operating pressure and capacity, and tested in accordance with all applicable requirements. Fire extinguishing equipment shall be inspected monthly and records of said inspections shall be documented in accordance with all state and local laws and regulations.

d) Medical Prevention and Attention Systems:

All first aid kits and/or equipment, such as defibrillators, shall be fully stocked, shall be fully operational, shall function as intended, and shall be free of hazards, damage, and deficiency.

2.9 ATM/Carts/Kiosks/Racks/Vending/Tourism:

a) ATMs, Carts, Kiosks, and Racks:

ATMs, carts, kiosks, racks shall be functioning properly and be maintained, provided that the Operator is not responsible for outages that are directly attributable to any MassDOT-provided communication system issues. This compliance item does not apply to any food, beverage or other self-serve vending machines operated by a person that is not under contract with the Operator or that is not within the Operator's scope of work under the Lease.

b) Vending Equipment:

Vending Equipment machines shall provide a decal or other prominently displayed sign to clearly inform customers how to receive reimbursement should the machine malfunction. Machines shall be kept clean and operational, and reasonably stocked. This compliance item does not apply to any food, beverage or other self-serve vending machines operated by a person that is not under contract with the Operator or that is not within the Operator's scope of work under the Lease.

c) Tourism:

Tourism areas shall be maintained. All brochure racks, counters, and displays areas shall be neatly organized and in proper operating order.

2.10 Food and Beverage Operations:

a) Kitchen and Food Area Related Systems and Equipment:

All grease traps shall be maintained at all times and in accordance with code, regulations, laws, manufacturer's requirements, and trap capacity to prevent migration of grease.

b) Grease Hoods / Ductwork / Roof Top Exhaust Fans:

Elements shall be maintained in accordance with code, regulations, laws, manufacturer's requirements, and to reduce the level of grease build-up.

c) Refrigeration / Freezers / Thermometers:

All refrigeration / freezer units shall work properly and maintain proper temperatures for products at all times in accordance with codes, regulations and laws. Internal thermometers shall be available in all refrigerated or freezer storage areas and secondary holding equipment.

d) Convenience Stores (C-Stores):

All displays shall be neat and confined to display racks or shelving so as to maintain proper aisle widths for exiting or circulation. There shall be no unsightly displays of products at C-Store exteriors. Any self-service beverage counters or equipment (if any) shall be kept clean, orderly, and sufficiently stocked. Any products that are not in individually sealed packaging (donuts/ bulk candy) shall be properly protected and/or covered. Serving utensils and bags shall be provided to access these products and store them. All display shelving shall be sturdy, safe, and placed in a manner so as to allow proper exiting and circulation in aisles. All display refrigeration and freezer units shall work properly and maintain proper temperatures for products. Any cream or milk available for self-service, shall be kept at the proper temperature. Any self-service coffee or other beverage equipment shall dispense product at proper temperatures in accordance with codes, regulations and laws.

e) Massachusetts Department of Public Health Standards:

Food and beverage operations and products shall at all times be managed in accordance with Massachusetts Department of Public Health guidelines, codes, and regulations and other applicable law.

f) Food and Beverage Operations Manual:

Food and beverage operations at each of the quick service restaurants shall comply with the operations manual guidelines established for each respective individual operation concerning freshness and quality.

2.11 Fuel and Alternative Energy Operations:

a) Fuel Stations Open:

Fuel stations shall be open 24/7/365, except for scheduled maintenance and other closures approved by MassDOT. At least 75% of the fuel pumps shall be operational and capable of supplying fuel.

b) Vehicle Maintenance:

Fuel stations shall provide an adequate supply of window washing equipment and fluid and towels for checking motor oil. Air gauges and machines shall be available and operational at all times.

c) Updated Menus and Price Lists Made Available to MassDOT:

Menus and price lists shall be made available to MassDOT promptly following each update.

2.12 Personnel:

a) On Site Manager Available on-site 24 / 7 / 365:

An on-site manager shall always be available at each Service Plaza.

b) Response to emergency situations:

Responses to emergency situations shall be in accordance with all applicable Performance Standards.

c) Uniforms:

All personnel of all Operator employees and Operators shall be in proper uniform, easily distinguishable and in accordance with Operator operations manual for venue/activity being performed, and neatly worn.

2.13 Drainage, Sewerage and Water Systems:

a) Erosion and Sediment Control and Storm Water Drainage Systems:
(including ponds, streams and other discharge areas)

Systems shall function as intended and be maintained in good working order. Pollution control installations shall be maintained as required. Applicable storm water basin sumps shall be vacuumed out before levels of accumulation reach pipe outflows. Outflows shall be monitored in accordance with all codes, regulations and laws.

b) Septic Systems, Sewage Pumping Stations:

The Operator shall respond immediately to any sewage breakouts emanating from distribution system. Systems shall function as intended and be maintained properly. The Operator shall perform required inspection, monitoring, service or testing as may be required by manufacturers' requirements and perform any necessary corrective action as a result of failed testing.

c) Potable Water Wells:

Systems shall function as intended and be properly maintained. The Operator shall perform required testing, inspection, monitoring, or service as may be required by manufacturers' requirements and perform necessary corrective action as a result of failed potability testing.

3. INSPECTIONS AND REMEDIES

Compliance with the O&M Performance Standards will be evaluated by MassDOT based on site inspections of each Service Plaza by a representative designated by MassDOT using a Service Plaza Inspection Checklist in the form set forth in Attachment 1 to this Appendix (an "Inspection Checklist"). A general description of the applicable O&M Performance Standard for each of the compliance items that will be addressed in the Inspection Checklists, is set forth in Section 2 of this Appendix. The basis of the inspection is to assess the Operator's performance against the O&M Performance Standards on a Pass or Fail rating. In connection with each inspection of a Service Plaza, a Pass or Fail rating will be assigned to establish the Operator's Performance Rating for the applicable Service Plaza (the "Rating"). A Fail rating will not be deducted for compliance items that MassDOT determines, in its reasonable discretion, are inapplicable for a particular inspection or Service Plaza, in order to enable the Pass/Fail Score to be used as a consistent baseline for each Service Plaza. Items that may be inapplicable for Ratings include items that are seasonal, that are not applicable given the services or accommodations offered at a given Service Plaza, or that do not apply to the level of service furnished at a given Service Plaza. For example, Ratings will not be offered from the snow and ice removal category when the weather is warm and there is no snow. For the avoidance of doubt, each inspection starts with an assumption of a 100% Pass Rating for each O&M Performance Standard so that ratings may only be assigned in connection with an inspection.

Each Assessment will be coded to a "Performance Rating" as set forth in the following table:

<u>Score = Number of Fail Ratings</u>	<u>Performance Rating</u>
0-1	Excellent
2	Very Good
3	Satisfactory
4 or more	Unsatisfactory

3.1 MassDOT or its agent will perform as many inspections as it deems necessary. If non-compliant items are detected during an inspection, the applicable Inspection Checklist will include a detailed list of such non-compliant items for corrective action by the Operator. MassDOT reserves the right to assign a Pass rating to a compliance item while simultaneously requesting a corrective action within said item.

- a) A failure rating will be assigned when, upon visual inspection, it appears that the required level of maintenance has not been completed.
- b) Inspection Checklists shall be reviewed with and signed by the Operator's designated on-site manager for the applicable Service Plaza when feasible. MassDOT shall

provide copies of the Inspection Checklists to the Operator promptly following the inspection to the Operator.

- c) A mandatory on-site meeting will be held between MassDOT and the Operator following any second consecutive inspection resulting in a Performance Rating of “Unsatisfactory”. At such meeting, the Operator must propose a corrective action plan for approval by MassDOT to promptly remedy all non-compliance issues and improve performance. The Operator shall implement any corrective action plan required by this Appendix in accordance with its terms, as approved by MassDOT.

3.2 Non-compliance items shall be reviewed with the Operator’s designated on-site manager, as determined appropriate by MassDOT. If non-compliant items are not remedied within the time frames specified below (with each such time frame commencing upon the date of receipt of the applicable Inspection Checklist by the Operator), MassDOT may impose liquidated damages within the ranges set forth below based on the seriousness of the non-compliant item. Liquidated damages may be imposed on non-compliant items that have gone uncorrected for the periods specified in the table below even if a Service Plaza receives an overall Performance Rating of “Satisfactory” or better on any inspection during the period.

Liquidated Damages for Non-Compliant Items:²

	Range	
	LOW	HIGH
15 Days of no corrective action	<u>\$250.00</u>	<u>\$500.00</u>
30 Days of no corrective action	<u>\$500.00</u>	<u>\$1,000.00</u>
60 Days of no corrective action	<u>\$750.00</u>	<u>\$1,500.00</u>
90 Days of no corrective action	<u>\$1,000.00</u>	<u>\$2,000.00</u>

Liquidated damage amounts will be per non-compliant item that has not been corrected for the period specified in the table above and determined by MassDOT within the applicable range based on (i) the impact (potential and/or actual) on patrons; (ii) the seriousness of the violation based on health, safety and operational concerns; (iii) the level of involvement of MassDOT staff (iv) the impact on MassDOT’s reputation and (v) the potential impact on MassDOT’s Service Plaza revenue under the Lease. All liquidated damage amounts referenced in this appendix shall escalate annually at the greater of 3% or CPI. Liquidated damages will be due in the month following imposition by MassDOT and paid in accordance with the Lease.³

3.3 Without limiting MassDOT’s rights and remedies under the Lease, MassDOT shall have the right, but not the obligation, to cure any non-compliant compliance item at any time following 30 days of no corrective action by the Operator (with such period commencing upon the date of receipt of the applicable Inspection Checklist by the Operator), using either MassDOT personnel or a third-party contractor. The Operator will be responsible for the reasonable cost and expense incurred by MassDOT in connection with any such corrective action in addition to the liquidated

² NTD: Discuss with legal if there are any limitations or requirements regarding liquidated damages.

³ NTD: Ensure that Lease Term Sheet addresses the payment of liquidated damages.

damages that accrued from the date of receipt of the applicable Inspection Checklist through the date of MassDOT's corrective action, as imposed under Section [3.2]. MassDOT shall provide the Operator with an invoice for any such cost and expense, which shall be due in the month following the Operator's receipt of such invoice and paid in accordance with the Lease.⁴

3.4 The condition of the Service Plaza restrooms is of particular concern to MassDOT and its patrons. Because of this concern, should the categories "Restrooms" or "Family Room", receive 2 or more failing scores on ten percent (10%) or more of all Inspection Checklists during any 90-day period, MassDOT may impose liquidated damages in the amount of \$17,000 that are in addition to the liquidated damages assessed under any other part of Section 3. Liquidated damages will be due in the month following imposition by MassDOT and paid in accordance with the Lease.

3.5 MassDOT or a representative thereof may deem a compliance item(s) as "critical" on account of their importance to the health and safety of the traveling public and of Service Plaza employees. Certain items may be so critical as to warrant immediate corrective action. In such event, MassDOT will so advise the Operator's on-site manager or representative for the Service Plaza and may remain on site until corrective action has been undertaken. Such critical items may be reinspected by MassDOT following the minimum amount of time necessary to correct the noncompliance to verify corrective action has been taken.

3.6 If no action, including initiation of work, has been taken by the Operator before the next inspection for the "critical" items identified in the Inspection Checklist (following the minimum amount of time necessary to correct the noncompliance, as reasonably determined by MassDOT), liquidated damages within the range of \$500.00 to \$1000.00, based on the seriousness of the violation, may be assessed by MassDOT for each critical item that is non-compliant at the re-inspection. If the Operator proposes a temporary repair or corrective action plan that is fully acceptable to MassDOT, liquidated damages will not be imposed until such temporary repair or corrective action becomes ineffective. Liquidated damages will be due in the month following imposition by MassDOT and paid in accordance with the Lease.

3.7 A Service Plaza will be deemed to be "Under Evaluation" if in any 30-day period the Service Plaza receives an average Score resulting in a Performance Rating of "Unsatisfactory". In this event, MassDOT will notify the Operator, and the Operator shall develop and submit to MassDOT within 14 Business Days of said notification, a written 90-day corrective action plan reasonably acceptable to MassDOT ("Corrective Action Plan") to improve performance at the Service Plaza designated as "Under Evaluation". The status of a Service Plaza as "Under Evaluation" does not preclude MassDOT's assessment of other liquidated damages or the exercise of other remedies available to MassDOT under the Lease.

3.8 If a Service Plaza that is "Under Evaluation" continues to receive an average Score resulting in a Performance Rating of "Unsatisfactory" (a) following the completion of the Corrective Action Plan (i.e., 90 days after MassDOT approval of the Corrective Action Plan) or, (b) in the absence of an acceptable Corrective Action Plan, 30 days following MassDOT's notification, MassDOT may assess liquidated damages in the amount of \$5,000 and the Service Plaza shall be

⁴ NTD: Ensure that Lease Term Sheet addresses the payment of these costs.

on “Probation.” Such liquidated damages are in addition to MassDOT’s assessment of any other liquidated damages or the exercise of other remedies available to MassDOT under the Lease. Liquidated damages will be due in the month following imposition by MassDOT and paid in accordance with the Lease.

3.9 If a Service Plaza remains on “Probation” for 60 days (i.e., 60 days following determination that the Service Area is on “Probation” pursuant to Section 3.8), MassDOT may impose liquidated damages in the amount of \$10,000. Such liquidated damages are in addition to MassDOT’s assessment of other liquidated damages or the exercise of other remedies available to MassDOT under the Lease, and will be due in the month following imposition by MassDOT and paid in accordance with the Lease. A Service Plaza shall no longer be on “Probation” if in any 30-day period following a determination that the Service Plaza is on “Probation”, the Service Plaza receives an average Score resulting in a Performance Rating above “Unsatisfactory”.

3.10 At any time that a Service Plaza is determined to be “Under Evaluation” or on “Probation”, the Operator must, in addition to the required Corrective Action Plan, submit an updated maintenance and operations schedule for the applicable Service Plaza for MassDOT’s review and approval. In addition, the Operator shall promptly submit an updated maintenance and operations schedule upon request of MassDOT in the event of persistent noncompliance with any O&M Performance Standard at any Service Plaza, regardless of whether the Service Plaza is “Under Evaluation” or on “Probation”.

3.11 In recognition of the fact that there may be pre-existing conditions at the Service Plazas that are unable to be corrected with deep cleaning or minor maintenance but without limiting the right of MassDOT to inspect the Service Plazas, MassDOT shall not assign a fail rating or assess liquidated damages in the inspection process for any compliance item that is intended to be addressed by capital improvements and redevelopment of the Service Plazas that is to be performed at a later time.⁵ In addition, MassDOT agrees that:

- a) without limiting MassDOT’s inspection, monitoring and related rights under the Lease, the inspection process pursuant to this Appendix shall not be applicable to any part of a Service Area that has been closed to the public with the approval of MassDOT in accordance with the Lease; and
- b) a Service Plaza shall not be determined to be “Under Evaluation” or on “Probation” prior to the date that that a Service Plaza is fully transitioned to the Operator.⁶

⁵ NTD: Need to coordinate concept with Scope of Work/Lease Term Sheet.

⁶ NTD: Need to coordinate concept with Scope of Work/Lease Term Sheet.

ATTACHMENT 1

SERVICE PLAZA INSPECTION CHECKLIST

Massachusetts Department of Transportation Service Plaza Inspection Checklist

Location _____ Date _____ Time _____

Inspector _____ Manager _____

P/F		P/F	
Parking Lot/Roadway		Buildings and Structures External	
1. Pavement Condition		1. Roof/Siding	
2. Lighting		2. Windows	
3. Parking Lot Striping		3. Doors	
4. Curbs		4. Appurtenances	
5. Signage		5. Signage	
6. Sidewalk		6. Trash and Rubbish Area	
Grounds Landscaping		Buildings and Structures Internal	
1. Grass Areas		1. Doors	
2. Trees, Shrubs, Hedges, Flower Beds & Mulch		2. Foyer and Common Area	
3. Litter		3. Floors	
4. Trash and Recycling Receptacles		4. Pest Control	
5. Fencing		5. Water Fountains	
6. Picnic and Pet Areas		6. Signage and Advertising	
7. Lights		7. Fire Extinguishers	
8. Flags and Poles		8. Vending Machines and Areas	
		9. Tourist Information Racks and Boards	
		10. Phone and/or ATM	
Restrooms		Family Room	
1. Lighting		1. Lighting	
2. Floors		2. Floors	
3. Toilets and Urinals		3. Toilets and Urinals	
4. Stalls (dispensers, graffiti, privacy)		4. Counters, sinks and Faucets	
5. Counters, Sinks, Faucets and Mirrors		5. Dispensers (towel, soap and disinfectant)	
6. Dispensers (towel, soap and disinfectant)		6. Hand Dryers	
7. Hand Dryers		7. Mirrors	
8. Trash Receptacle		8. Trash Receptacle	
9. Odor		9. Odor	
10. Changing Table		10. Changing Table	
Electric Vehicle Charging		Snow and Ice	
1. Fully Operational		1. Parking Area	
2. Cleanliness		2. Walkways	
3. Striping		3. EV Charging Area	
4. Signage		4. Fueling Area	
Pass Scores	0	Fail Scores	0