

Schedule 11
Project Interface Plan
(See attached.)

4/2/07

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**SCHEDULE 11
PROJECT INTERFACE PLAN**

Section 1. Authority Capital Improvement Projects. The Authority shall comply, and shall require its Contractors to comply, with those provisions of the Authority Capital Improvement Contracts that require that: (a) work related to the Authority Capital Improvement Projects be conducted during those hours permitted in such contract and (b) any new overpasses, utilities or other assets constructed as part of the Authority Capital Improvement Projects be designed with sufficient lateral and vertical clearance to allow expansion of the Toll Roads in the future, it being understood that (i) the Authority shall not be required to amend any of the Authority Capital Improvement Contracts to include such provisions or to incur any additional costs with respect to these obligations other than those costs incurred under the Authority Capital Improvement Contracts as of the Bid Date, and (ii) the Authority shall comply with any Authority Capital Improvement Contract entered into by the Authority after the Bid Date and shall enforce provisions therein that specifically contemplate the restrictions set forth in subclauses (a) and (b) of this Section 1 of this Schedule 11.

Section 2. Cooperation

(a) *Cooperation of Parties.* The Authority shall keep the Concessionaire fully informed of the project schedule for the Authority Capital Improvement Projects and shall undertake all Authority Project Work in compliance with the requirements of the applicable Authority Capital Improvement Contract.

(i) If any project activity is expected to disrupt traffic on any of the Toll Roads in a manner not contemplated by the Authority Capital Improvement Contracts, the Authority shall provide prior written notice to the Concessionaire at least seven (7) days prior to such activity.

(ii) By written notice to the other Party in accordance with the following terms, any Party may convene a meeting of the designated representatives of the Parties and their respective Contractors for the purpose of conferring or coordinating on matters related to the execution of any of the Authority Capital Improvement Projects (such meeting of representatives, the "Project Committee"):

(A) The Project Committee may consist of up to four (4) persons, with one (1) person designated by the Authority as its representative (the "Authority's Interface Representative"), one (1) person designated by the Concessionaire as its representative (the "Concessionaire's Interface Representative"), one (1) person designated by the Authority as the representative of any of the Authority's Contractors responsible for any of the Authority Capital Improvement Projects, and one (1) person designated by the Concessionaire as the representative of any of the Concessionaire's Contractors, including the Operator if the Operator is not the Concessionaire; *provided, that* any Project Committee comprised of less than four (4) members must always have an Authority's Interface Representative and a Concessionaire's Interface

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Representative.

(B) The members of the Project Committee may discuss any matters relevant to the Authority Project Work, including execution quality, quality of materials, project schedule, interference with any Concessionaire Capital Improvement Project and maintenance of traffic relating thereto.

(C) No meeting of the Project Committee shall be conducted without the Authority’s Interface Representative and the Concessionaire’s Interface Representative being present at such meeting.

(b) *Rights of Inspections during Execution.* The Concessionaire shall have the right to inspect, in part or in whole, any of the Authority Project Work at any reasonable time and place after providing the Authority with reasonable prior written notice of such time and place, including through the performance of tests (if required and available under the relevant Authority Capital Improvement Contract), prior to the Concessionaire’s acceptance of any particular Authority Project Work to ensure compliance with the requirements of the Operating Standards. If the Concessionaire reasonably finds that the Authority Project Work does not comply with the applicable Authority Capital Improvement Contract for such work, the Concessionaire shall promptly provide written notice thereof to the Authority. Failure by the Concessionaire to inspect any Authority Capital Improvement Project shall not constitute a waiver of any of the rights of the Concessionaire under the Agreement and shall not be construed as an acceptance of such Authority Project Work. Notwithstanding the foregoing, acceptance of any Authority Project Work relating with bridges shall be at all times subject to the execution of the NBIS inspection.

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(c) *Inspection of Materials.* The Concessionaire shall have the right to inspect all materials used for the execution of any of the Authority Capital Improvement Projects at any reasonable time and place after providing the Authority with reasonable prior written notice of such time and place. If the Concessionaire reasonably finds that quality of materials used in the Authority Project Work does not comply with the applicable Authority Capital Improvement Contract for such work, the Concessionaire shall promptly provide written notice thereof to the Authority. Failure by the Concessionaire to inspect any materials used for the execution of any Authority Capital Improvement Projects shall not constitute a waiver of any of the rights of the Concessionaire under the Agreement and shall not be construed as an acceptance of such Authority Project Work.

(d) *Quality of Workmanship.* The Authority shall, and shall cause its Contractors to, perform the Authority Project Work and complete or substantially complete, as applicable the Authority Capital Improvement Projects in accordance with the applicable Authority Capital Improvement Contracts and applicable guidelines for construction promulgated by the Puerto Rico Highways and Transportation Authority (PRHTA) Special Provisions and Standard Specifications.

(e) *Damage of Roadway Due to Construction.* The Concessionaire shall notify the Authority in writing immediately after any discovery by the Concessionaire (or by any of its Contractors) of any material damage to the Main Line directly resulting from the Authority Project Work, and the Authority shall (and shall cause its Contractors to) repair such damage to the standard required by the Operating Standards, in each case at the expense of the Authority (or such Contractors).

(f) *Coordination with any Concessionaire Capital Improvement Project.* The Concessionaire shall notify the Authority's Interface Representative at the Project Committee of the existence of any interference that any Authority Capital Improvement Project is causing with any Concessionaire Capital Improvement Project. The Authority and the Concessionaire shall take reasonable steps to coordinate the execution of the affected Authority Capital Improvement Project and Concessionaire Capital Improvement Project.

(g) *Maintenance of Traffic during Authority Capital Improvement Projects.* The Authority shall, and shall cause its Contractors to, conduct the Authority Capital Improvement Works in accordance with the Maintenance of Traffic Plan set forth in the Authority Capital Improvement Project Contracts, or any addenda to the Authority Capital Improvement Project Contract and in accordance with the following restrictions:

(i) No Main Line lane closures in the Toll Roads are permitted between 5:00 a.m. to 9:00 a.m. and between 3:00 p.m. and 9:00 p.m. during each Monday, Tuesday, Wednesday, Thursday and Friday that is a Business Day (such times of day during such Business Days, the "Toll Roads Peak Period").

(ii) All work requiring the closure of any traffic lane shall be performed during times other than the Toll Roads Peak Period.

(iii) Shoulder closures, at any time, shall be in accordance and as prescribed in the Authority Capital Improvement Project Contracts.

(iv) Main Line travel lanes shall maintain a minimum width equal to or greater than 3.35 meters at all times.

(h) *Reasonable Change Orders and Deviations.* No fewer than ten (10) days before the Authority approves any Reasonable Change Order or Deviation pursuant to any Authority Capital Improvement Project, the Authority shall consult with the Concessionaire regarding such Reasonable Change Order or Deviation.

8/12/07
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