

**FINAL ACCEPTANCE AGREEMENT WITH REGARD TO  
THE STATE HIGHWAY 288 TOLL LANES IN HARRIS COUNTY PROJECT**

This agreement (the “Agreement”) is entered into by and between the Texas Department of Transportation (“TxDOT”) and Blueridge Transportation Group, LLC (“BTG”) (TxDOT and BTG each being a “Party” and, collectively, the “Parties”) for the purpose of resolving open issues with respect to the Final Acceptance of the State Highway 288 Toll Lanes in Harris County Project (the “Project”).

**RECITALS**

1. TxDOT and BTG are parties to that certain Comprehensive Development Agreement for the State Highway 288 Toll Lanes in Harris County (the “CDA”), dated March 4, 2016.

2. BTG is the Developer under the CDA.

3. In accordance with the terms of the certificate of Service Commencement issued by TxDOT, TxDOT determined that Service Commencement for all Project Segments included in the Initial Configuration was achieved as of November 9, 2020.

4. TxDOT and BTG executed Change Order (“CO”) No. 10 to the CDA, effective as of November 24, 2020, which, among other things, established a deadline of January 9, 2021, for Substantial Completion of all Project Segments included in the Initial Configuration (the “Substantial Completion Deadline”), but not including: (i) the Pedestrian Bridges as described in CO No. 5, including the Pedestrian Rail as described in CO No. 8; (ii) the McHard Ramps and BW8 Retaining Wall, as described in CO No. 8; and (iii) the Beltway 8 Finish Work as described in CO No. 8.

5. The Substantial Completion Deadline is modified in this Agreement as set forth below.

6. In accordance with the Certificate of Substantial Completion issued by TxDOT on May 28, 2021, TxDOT determined that Substantial Completion for all Project Segments included in the Initial Configuration was achieved as of March 8, 2021.

7. BTG has disputed the date of Substantial Completion and has contended that Substantial Completion occurred at an earlier date; this dispute is resolved, however, as set forth below.

8. The Final Acceptance Deadline for all Project Segments included in the Initial Configuration was February 7, 2021. In accordance with the Certificate of Final Acceptance issued by TxDOT on October 4, 2022, TxDOT determined that Final Acceptance for all Project Segments included in the Initial Configuration occurred as of July 28, 2022.

9. BTG has disputed the date of Final Acceptance for all Project Segments included in the Initial Configuration and has contended that Final Acceptance occurred at an earlier date; this dispute is resolved, however, as set forth below.

10. The deadline for Final Acceptance of the Pedestrian Bridges, as described in CO No. 5 was November 29, 2020. In accordance with the Certificate of Final Acceptance issued by TxDOT on October 4, 2022, TxDOT determined that Final Acceptance of the Pedestrian Bridges occurred as of April 1, 2022.

11. BTG has disputed the date of Final Acceptance of the Pedestrian Bridges and has contended that Final Acceptance occurred at an earlier date; this dispute is resolved, however, as set forth below.

12. The deadline for Final Acceptance of the McHard Ramps and BW8 Retaining Wall, as described in CO No. 8, was May 2, 2021. In accordance with the Certificate of Final Acceptance issued by TxDOT on October 4, 2022, TxDOT determined that Final Acceptance of the McHard Ramps and BW8 Retaining Wall occurred as of August 10, 2021.

13. BTG has disputed the date of Final Acceptance of the McHard Ramps and BW8 Retaining Wall and has contended that Final Acceptance occurred at an earlier date; this dispute is resolved, however, as set forth below.

14. TxDOT is currently developing the NHHIP Segment 3: I-69 (SH 288 to I-45S) Project (the “NHHIP Interchange Project”), part of which will involve the reconstruction of the I-69/SH 288 interchange, which is adjacent to the north end of the Project.

## **AGREEMENT**

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### **1. Defined Terms**

Capitalized terms used in this Agreement that are not defined herein shall have the definitions given to them in the CDA, or in applicable COs, as appropriate.

### **2. Effective Date**

This Agreement shall be effective upon the later of the execution thereof by TxDOT and BTG (such date, the “Settlement Effective Date”).

### **3. Lane Rental Charges**

TxDOT has delivered to BTG certain invoices for Lane Rental Charges, listed in Exhibit 1 attached hereto, in the total amount of \$6,783,454.95, such Lane Rental Charges being provided for in Section 29.5.4 of the CDA and modified in CO. No. 10. BTG has disputed those invoices. TxDOT waives and releases BTG from the Lane Rental Charges described in Exhibit 1, and further

waives and releases BTG from all other Lane Rental Charges not already collected by TxDOT, and which were incurred by BTG on or prior to the Settlement Effective Date.

#### **4. Liquidated Damages Associated with Service Commencement**

On February 26, 2021, TxDOT delivered to BTG an invoice for liquidated damages, attached hereto as Exhibit 2, in the total amount of \$4,029,480.40 for the failure of BTG to achieve the Last Service Commencement Date for the Initial Configuration by the Service Commencement Deadline. BTG has disputed those liquidated damages. TxDOT waives and releases BTG from the liquidated damages assessed in that invoice, and from all liquidated damages for the failure of BTG to achieve the Last Service Commencement Date for the Initial Configuration by the Service Commencement Deadline.

#### **5. Liquidated Damages Associated with Substantial Completion**

TxDOT and BTG agree that Substantial Completion of all Project Segments (not to include the Pedestrian Bridges referred to in CO No. 5, the CO No. 8 Work referred to in CO No. 8, or the Brazoria Toll Information Signs referred to in CO No. 9) was achieved on March 8, 2021. In CO No. 10, TxDOT and BTG agreed to the assessment of liquidated damages against BTG in the event that Substantial Completion of all Project Segments was not achieved by January 9, 2021, the deadline set forth in CO No. 10, which is further modified herein as set forth below. On February 10, 2022, TxDOT delivered to BTG an invoice for liquidated damages, attached hereto as Exhibit 3, in the total amount of \$4,120,000.00 for the failure of BTG to achieve the Substantial Completion of all Project Segments by the Substantial Completion Deadline. BTG has disputed those liquidated damages. TxDOT waives and releases the claims against BTG asserted in that invoice, and further waives and releases BTG from all liquidated damages arising from any claimed failure of BTG to achieve Substantial Completion of all Project Segments (not to include the Pedestrian Bridges referred to in CO No. 5, the CO No. 8 Work referred to in CO No. 8, or the Brazoria Toll Information Signs referred to in CO No. 9) by the Substantial Completion Deadline.

Attached hereto and incorporated herein as Appendix I is a table summarizing the various agreements between TxDOT and BTG contained in this Agreement regarding the Milestone Deadlines and other completion deadlines for the Project and the achievement of those deadlines.

#### **6. Relief Resulting from Tropical Storm Beta**

On October 13, 2020, BTG submitted to TxDOT a Relief Request seeking an extension of Milestone Deadlines as a result of the impacts of Tropical Storm Beta. TxDOT has disputed both the entitlement to relief and the amount of the relief sought by BTG. In settlement of BTG's claim for relief, TxDOT and BTG agree to extend the Service Commencement Deadline shown in Table 1 of Exhibit 8 to the CDA (as such was modified by CO No. 8) by ten (10) calendar days. *See Appendix I.*

#### **7. Relief Resulting from Winter Storm Uri**

On February 22, 2021, BTG submitted to TxDOT a Relief Event Notice regarding impacts from severe winter weather in February 2021 known as Winter Storm Uri. On March 10, 2021, BTG submitted to TxDOT a Compensation Event Notice with regard to the same impacts. TxDOT

disputes both the entitlement to relief and the amount of the relief sought by BTG. In settlement of BTG's claim for relief, TxDOT and BTG agree to extend each of the following deadlines by fifteen (15) calendar days:

- Substantial Completion Deadline as set forth in CO No. 10 is extended to January 24, 2021;
- Final Acceptance Deadline for each Project Segment shown in Table 1 of Exhibit 8 to the CDA is extended to February 22, 2022; and
- The date for achievement of Final Acceptance of the Pedestrian Bridges, as set forth in CO No. 5, is extended to December 14, 2020.

See Appendix I for a breakdown of these deadlines.

#### **8. Liquidated Damages Associated with Final Acceptance of Pedestrian Bridges**

In CO No. 5, TxDOT and BTG agreed to the establishment of a separate deadline for the Final Acceptance of the Pedestrian Bridges, as such are described in CO No. 5, with that deadline being November 29, 2020. As set forth in Section 7 above, this deadline is further extended. CO No. 5 requires the payment of liquidated damages by BTG to TxDOT in the event that Final Acceptance of the Pedestrian Bridges is not achieved by the deadline set forth in CO No. 5, as such has been extended by this Agreement.

TxDOT and BTG agree that Final Acceptance of the Pedestrian Bridges, as such are described in CO No. 5, and the Pedestrian Rail, as such is described in CO No. 8, was achieved on April 1, 2022. Through March 31, 2022 TxDOT has delivered to BTG various invoices for liquidated damages in the total amount of \$2,435,000.00 for the failure of BTG to achieve Final Acceptance of the Pedestrian Bridges by the date for achievement of Final Acceptance in a timely fashion, and those invoices are listed in Exhibit 4 attached hereto. BTG has disputed those liquidated damages. TxDOT waives and releases the claims against BTG asserted in the invoices listed in Exhibit 4, and further waives and releases BTG from all liquidated damages arising from any claimed failure of BTG to achieve Final Acceptance of the Pedestrian Bridges by the deadline contained in this Agreement.

#### **9. Liquidated Damages Associated with Final Acceptance of McHard Ramps and BW8 Retaining Wall**

In CO No. 8, TxDOT and BTG agreed to the establishment of a deadline for Final Acceptance of the McHard Ramps and BW8 Retaining Wall, as such are described in CO No. 8. CO No. 8 requires the payment of liquidated damages by BTG to TxDOT in the event that Final Acceptance of each of the McHard Ramps and BW8 Retaining Wall is not achieved by the deadline set forth in CO No. 8.

TxDOT and BTG agree that Final Acceptance of the McHard Ramps and BW8 Retaining Wall, as such are described in CO No. 8, was achieved on August 10, 2021. Through August 10, 2021 TxDOT has delivered to BTG an invoice for liquidated damages listed in Exhibit 5 in the total amount of \$100,000.00 for the failure of BTG to achieve Final Acceptance of the McHard Ramps and BW8 Retaining Wall by the deadline set forth in CO No. 8. BTG has disputed those

liquidated damages. TxDOT waives and releases the claims against BTG asserted in the invoice listed in Exhibit 5, and further waives and releases BTG from all liquidated damages arising from any claimed failure of BTG to achieve Final Acceptance of the McHard Ramps and BW8 Retaining Wall by the deadline set forth in CO No. 8.

#### **10. Liquidated Damages Associated with Final Acceptance of all Project Segments**

TxDOT and BTG agree that Final Acceptance of all Project Segments included in the Initial Configuration (not to include the Pedestrian Bridges referred to in CO No. 5; the McHard Ramps and BW8 Retaining Wall referred to in CO No. 8; or the Brazoria Toll Information Signs referred to in CO No. 9) was achieved on July 28, 2022. Through July 28, 2022 TxDOT has delivered to BTG the invoices for liquidated damages listed on Exhibit 6 attached hereto in the total amount of \$3,129,261.38 for the failure of BTG to achieve Final Acceptance of all Project Segments included in the Initial Configuration as required in Section 9.1.2 of the CDA by the Final Acceptance Deadline for those Project Segments. BTG has disputed those liquidated damages. As part of this Agreement, TxDOT waives and releases the claims against BTG asserted in the invoices listed in Exhibit 6, and further waives and releases BTG from all liquidated damages arising from any claimed failure of BTG to achieve the Final Acceptance Deadline for all Project Segments included in the Initial Configuration.

#### **11. Liquidated Damages—General**

The Parties acknowledge and agree that breaches or failures by BTG to achieve the various milestones identified in this Agreement by the deadlines therefor agreed pursuant to this Agreement, would cause significant harm to TxDOT, Users and the people of the State, including loss of use, enjoyment and benefit of the Project and connecting TxDOT transportation facilities by the general public, injury to the credibility and reputation of TxDOT's transportation improvement program with policy makers and with the general public who depend on and expect availability of service, loss of ridership on the Project and connecting TxDOT transportation facilities and further loss of TxDOT's revenue payment under the CDA and/or toll revenues on such connecting facilities, and additional costs of administering the CDA (including engineering, legal, accounting, overhead and other administrative costs); and that such harm is incapable of being accurately determined. The Parties further acknowledge and agree that the liquidated damages stipulated in this Agreement as remedies for such breaches or failures reasonably approximate the appropriate compensation for the anticipated harm. BTG waives and agrees not to assert any claim or defense based on the allegation that the liquidated damages provided for in this Agreement fail to reasonably approximate the appropriate compensation for the anticipated harm to TxDOT, Users and the people of the State.

#### **12. Letters of Credit**

In accordance with Sections 9.6.1(g) and 26.3 of the CDA, BTG has provided security in the form of letters of credit with respect to the liquidated damages that are subject of unresolved Disputes, the total amount of those letters of credit being \$20,597,696.74. Within thirty (30) Days following the Settlement Effective Date, TxDOT will deliver to each financial institution providing a letter of credit a written request that the letter of credit be cancelled. BTG will be fully

responsible for, and not seek reimbursement from TxDOT for, any and all fees incurred by BTG in connection with securing, extending, or amending any letter of credit.

### **13. Pavement Failure**

On May 19, 2021, BTG delivered to TxDOT notice of the occurrence of a Relief Event and/or a Compensation Event resulting from cracking in southbound General Purpose Lanes south of the Holmes Road bridge that began on or about April 16, 2021 (the "Pavement Failure"). With regard to the Pavement Failure, the Parties acknowledge and agree as follows:

- The non-conformance report ("NCR") for the Pavement Failure was closed on April 20, 2022;
- BTG will provide to TxDOT the root cause report regarding the Pavement Failure promptly upon final resolution of legal disputes among BTG and its contractor(s), engineer(s), subconsultant(s) and vendor(s) associated with the Pavement Failure;
- TxDOT waives and releases any and all claims it has or may have against BTG for Noncompliance Points, liquidated damages, and/or Lane Rental Charges arising from or related to the Pavement Failure which have accrued or may have accrued to TxDOT through April 20, 2022;
- Except as expressly set forth herein, TxDOT retains all of its rights under the CDA with respect to the Pavement Failure.
- BTG waives, releases, and agrees not to assert any and all claims for a Relief Event or Compensation Event arising from the Pavement Failure in accordance with Section 19 of this Agreement.

### **14. Brazoria Toll Information Signs**

Pursuant to CO No. 9, Service Commencement for the Brazoria Toll Information Signs is to be achieved by the later of three hundred and five (305) days from the date of execution of CO No. 9, which date has already passed, or one hundred eighty (180) days after the delivery of the last civil and electrical infrastructure by Brazoria County and TxDOT. TxDOT and BTG agree that the delivery of the last civil and electrical infrastructure by Brazoria County and TxDOT occurred on September 26, 2022. Consequently, the Service Commencement Deadline for the Brazoria Toll Information Signs is March 25, 2023, and the Final Acceptance deadline is April 24, 2023. *See Appendix I.*

The Parties further agree that: (i) the Brazoria Toll Information Signs are part of the Project for the purpose of O&M Work and BTG shall provide O&M Work for the Brazoria Toll Information Signs, as described in Exhibit 7, without any further or additional compensation from TxDOT; and (ii) there shall be no Noncompliance Events or the assessment by TxDOT of associated Noncompliance Points or liquidated damages with respect to the O&M Work for the Brazoria Toll Information Signs.

### **15. Roadway Lighting Work**

TxDOT, or at TxDOT's election, the City of Houston (the "City"), will, at its expense, perform all maintenance and Renewal Work on the overhead roadway lighting in the median of

the Project's Toll Lanes along that portion of the Project that sits within the City limits as shown in Exhibit 8 (such work, the "Roadway Lighting Work"). TxDOT or the City, as applicable, will carry out the Roadway Lighting Work in accordance with the following terms: (i) other than in an emergency, the Roadway Lighting Work will only be carried out during non-peak hours Sunday through Thursday, 9:00 PM to 5:00 AM; and Friday through Saturday, 9:00PM to 8:00AM; (ii) TxDOT or the City will coordinate with and notify BTG prior to performing any non-emergency Roadway Lighting Work; (iii) TxDOT or the City may close a Toll Lane as needed for such work, but will maintain at least one Toll Lane in each direction open to traffic, provided that upon request from TxDOT or the City, BTG will permit a full closure of the Toll Lanes if TxDOT or the City reasonably determines that a full closure is necessary to protect public safety or worker safety with respect to the relevant Roadway Lighting Work; (iv) subject to clause (v), any lane closure will only take place if reasonably required to carry out Roadway Lighting Work; and (v) in case of an emergency or a safety issue, the necessary Roadway Lighting Work will be carried out as soon as possible.

#### **16. NHHIP Interchange Project Outfall Reconstruction**

TxDOT plans to reconstruct the existing northbound frontage road and existing storm sewer located generally in the area from Brays Bayou to the northern Project limits, which will include, among other things, the demolition and reconstruction by TxDOT of existing Project elements, and the ongoing maintenance and operation of the reconstructed storm sewer by TxDOT after completion. This work is more particularly shown on Exhibit 9 attached hereto, and is referred to hereafter as the "Outfall Reconstruction Work." BTG agrees to provide access to TxDOT and its contractors to the Project ROW as may be necessary or desirable to perform the Outfall Reconstruction Work, including ongoing maintenance and operation of the reconstructed storm sewer. TxDOT will let, perform, and accept through its contractors, the Outfall Reconstruction Work.

Exhibit 9 provides a preliminary design for the Outfall Reconstruction Work, which will serve as the basis for, and not be materially inconsistent with, the final design. TxDOT and BTG will develop a process by which BTG will have the opportunity to review and comment on the design of the Outfall Reconstruction Work as the design progresses from the preliminary design to the final design. TxDOT will incorporate BTG comments on the design to the extent the design is contrary to applicable TxDOT design requirements, standards, and specifications. All review of design and/or construction done by BTG will be at its expense. TxDOT agrees that (i) the construction of the Outfall Reconstruction Work will be in accordance with the final design and (ii) TxDOT will be responsible for the demolition, relocation, repair, or reconstruction of elements or components of the Project (including, without limitation, the electronic toll collection system ("ETCS") infrastructure and intelligent transportation system ("ITS") infrastructure) required in order to accommodate the Outfall Reconstruction Work. Subject to BTG's rights to make claims as set forth in clause (iv) of Section 19, BTG agrees that the ETCS and ITS may be modified as necessary to accommodate the Outfall Reconstruction Work as may be shown on Exhibit 9. Upon request by TxDOT, BTG will provide a price to TxDOT pursuant to which BTG would perform the ETCS and ITS relocation work. TxDOT, in its discretion, may request that BTG perform the work at the quoted price, or make other arrangements for the ETCS and/or ITS relocation.

Immediately upon notice from TxDOT that substantial completion of the Outfall Reconstruction Work has been achieved, such work and all facilities constructed in accordance with such work will become part of the Project which will be operated and maintained by BTG pursuant to the terms of the CDA Documents, except that TxDOT will continue to operate and maintain the reconstructed storm sewer. BTG will allow TxDOT to have ongoing access to the area of the Project as may be needed in order for TxDOT to maintain and operate the reconstructed storm sewer. TxDOT shall be permitted to take such actions as are necessary for the Outfall Reconstruction Work to achieve final acceptance. Title to all such facilities will remain with TxDOT. BTG agrees that the performance of the Outfall Reconstruction Work, including the ongoing maintenance and operation of the reconstructed storm sewer, will not be or serve as the basis of, a TxDOT Change, a TxDOT Caused Delay, a Relief Event, or Compensation Event, or otherwise in any way serve as the basis, in whole or in part, of a claim for any relief against TxDOT, so long as the Outfall Reconstruction Work is performed in accordance with this Agreement. To the extent the Outfall Reconstruction Work is not performed as provided herein, then BTG will retain its rights to make a claim for relief.

### **17. Change to Project Right of Way**

The Parties agree to modify the northern limits of the Project ROW as shown in Exhibit 10 attached hereto. The area of the Project shown in Exhibit 10 that will be removed from the Project ROW is referred to hereafter as the “Released ROW.” In connection therewith, the Parties agree as follows:

- a) As part of this Agreement, the Parties will execute, acknowledge, and deliver an amendment to the Lease substantially in the form of Exhibit 11 attached hereto (the “Lease Amendment”). The effective date of the Lease Amendment shall be referred to hereafter as the “Lease Amendment Date”;
- b) The Parties will, simultaneously with the execution and delivery of the Lease Amendment, execute, acknowledge, and deliver the “Memorandum of Lease Amendment” substantially in the form of Exhibit 12 attached hereto;
- c) BTG will, on the Lease Amendment Date, execute, acknowledge, and deliver to TxDOT a quitclaim deed, substantially in the form of Exhibit 13 attached hereto, quitclaiming all of BTG’s right, title, interest and estate in and to the Released ROW and, to the extent of the Released ROW, the Project;
- d) As of the Lease Amendment Date, BTG will cease to own any rights to Toll Revenues in connection with the Released ROW, and all rights of BTG to impose tolls or any other fees or charges on Users for the use of the Toll Lanes in the Released ROW shall terminate;
- e) As of the Lease Amendment Date, TxDOT shall have no continuing obligations to BTG under Section 31.14 of the CDA with respect to the Released ROW;
- f) If, as of the Lease Amendment Date, there exist any O&M Contracts which relate to the Released ROW, then TxDOT shall elect, by written notice to BTG, to require that any or all such O&M Contracts be either (i) assigned to TxDOT to extent of the



Released ROW, using a form of assignment acceptable to TxDOT, or (ii) terminated with respect to the Released ROW;

- g) BTG shall continue to maintain in full force and effect, in accordance with their terms as of the date of this Agreement, all warranties with regard to all Work in the Released ROW. In the event that, after the Lease Amendment Date, any condition exists with respect to the Work in the Released ROW which would be covered by any such warranties, then BTG will promptly use its best efforts under the terms of such warranties to have the condition repaired, remediated or replaced.
- h) BTG will continue to perform at its expense O&M Work on Toll Information Signs, ETCS infrastructure, and ITS infrastructure located in the Released ROW throughout the Term. For clarity, the relevant ETCS and ITS infrastructure is not depicted on Exhibit 10 hereto, but will consist of any ETCS infrastructure and ITS infrastructure constructed by BTG as part of the Project or otherwise required by BTG for its operation of the Project. TxDOT shall provide access to BTG to perform such O&M Work on terms and conditions as agreed by the Parties. TxDOT and BTG shall agree on a protocol for the scheduling and performance of such O&M Work.
- a) Except as expressly provided in this section of the Agreement, on and after the Lease Amendment Date, the Released ROW will no longer be part of the Project or the Project ROW and will not be subject to the terms of the CDA. The Parties agree to cooperate in the future to execute and deliver such documents and instruments as may be necessary to effect the intent of this section.
- b) Other than as set forth in this section, neither Party will be liable or responsible to the other for any claim arising from or relating to the removal of the Released ROW from the Project and the Project ROW.

## **18. Performance and Measurement Table Baseline**

The Parties have previously agreed that the elements of the Construction Work described in Exhibit 14 will be completed as part of the O&M Work after Final Acceptance. As such, the Parties further acknowledge and agree that BTG shall have until September 30, 2023, to complete the permanent remedy or permanent repair, as applicable, with respect to each such element described in Exhibit 14, pursuant to Attachment 19-1 to the Technical Provisions. Any required hazard mitigation shall be performed as required by Attachment 19-1. TxDOT will not, before September 30, 2023, assert that a Noncompliance Event has occurred and will not assess any Noncompliance Points, as the result of BTG's failure to complete the permanent remedy or permanent repair, as applicable, with respect to each such element described in Exhibit 14. To the extent that BTG does not perform required hazard mitigation, such failure may be the basis of a Noncompliance Event. To the extent that BTG has failed to complete the permanent remedy or permanent repair, as applicable, with respect to any such element described in Exhibit 14 as of September 30, 2023, then such failure shall be a Noncompliance Event as of September 30, 2023, without the necessity of the provision of notice or the expiration of any cure periods, and TxDOT shall be entitled to assess Noncompliance Points therefor.

## **19. Release of Claims by BTG**

Except for the Parties' obligations under this Agreement, as of the date hereof, BTG, on behalf of itself and its principals, officers, directors, employees, consultants, contractors, subcontractors, member entities, parent entities, subsidiaries, agents, predecessors, successors, affiliates and assigns, hereby irrevocably releases, waives, and forever discharges the State of Texas, the Texas Transportation Commission, and TxDOT, including all of their officers, directors, agents, employees, representatives, consultants, contractors, successors, and assigns (as well as all persons or entities acting by, through, under or in concert with them or any of them), from and against any and all claims, losses, or other rights to compensation or other monetary or non-monetary relief whatsoever by BTG based on or arising from events, actions, conditions, or circumstances existing as of June 1, 2023 (the "Release Date") of which BTG has knowledge or should have knowledge in the exercise of reasonable diligence, including, but not limited to, any event, action, condition, or circumstance of any nature whatsoever related to or arising from any and all Relief Event Notices, Relief Requests, Compensation Event Notices, notices of dispute, or requests for Change Order, provided to TxDOT on or before the Release Date, including, but not limited to, those referenced in this Agreement. With regard to any Notice of Relief Event, Relief Request, Compensation Event Notice, or notice of dispute which is referenced in this Agreement, BTG's only entitlement to relief with respect to such Claims or Losses shall be that relief expressly set forth in this Agreement. The foregoing release shall not release or otherwise limit BTG's rights to: (i) make any claim for compensation and damages for TxDOT's failure to comply with this Agreement; (ii) make any claim for relief arising from any Relief Event or Compensation Event occurring after the Release Date and which is not otherwise released herein; (iii) make any claim for compensation and damages incurred by BTG after the Release Date and arising from any interpretation or application of SB 312 that prevents BTG from carrying out toll collection and enforcement pursuant to HB 1116, it being understood that all claims for compensation and damages incurred by BTG on or prior to the Release Date are within the scope of this release; (iv) make any claim for relief regarding the IH 610 Interchange Work; (v) make any claim for compensation and damages arising from TxDOT's construction of the NHHIP Interchange Project, but only as such claim or claims are limited by Section 16 above in connection with the Outfall Reconstruction Work; (vi) make any claim for compensation and damages arising from damage to the retaining wall and the wing wall along the north side of the bridges carrying SH 288 over Sims Bayou arising from the construction by the Houston Parks Board of a hike and bike path underneath such bridge; (vii) make any claim for compensation and damages arising from the construction of traffic signals at the intersections of the SH 288 frontage roads and West Orem Drive; and (viii) terminate the CDA in accordance with Section 31.4 thereof and receive any applicable Termination Compensation.

BTG represents and warrants to TxDOT that, as of the date on which BTG has executed this Agreement (the "BTG Execution Date"), BTG is not aware of any events, conditions, or circumstances which would, or with the passage of time would, constitute or give rise to a Relief Event, a Compensation Event, or any effect on the Project Schedule or Milestone Deadlines, other than: (x) those events, conditions, or circumstances described in clauses (iii), (iv), (v), (vi), and (vii) of the immediately preceding paragraph; and (y) those events, conditions, or circumstances described in any Relief Event Notice, Relief Request, or Compensation Event Notice, or other written notice provided to TxDOT prior to the BTG Execution Date.

## **20. Documentation Necessary to Implement Terms of this Agreement**

To the extent that any Change Orders or CDA amendments are necessary to implement any terms of this Agreement, the Parties agree to issue Change Orders or CDA amendments for those purposes. To the extent that any Change Order or CDA amendment necessary to implement terms of the Agreement is subject to Rider 43 of the General Appropriations Act, the Parties understand that such Change Order is subject to the notice and approval of the Legislative Budget Board.

## **21. No Admission of Liability**

This Agreement is in compromise and settlement of various matters which are in dispute regarding the performance of the CDA. Nothing contained in this Agreement shall be construed as an admission, expression or acknowledgment by either Party of the validity of any fact, legal principle, claim, allegation or liability with regard to any person or entity. Nothing contained in this Agreement shall be admissible, or have any precedential value, in the litigation or resolution of any Dispute except a Dispute arising out of this Agreement.

## **22. No Waiver or Alteration**

- a) Nothing in this Agreement waives, releases or impairs either Party's obligations, rights or remedies under the CDA Documents, except as expressly set forth in this Agreement. Other than as set forth in this Agreement, the terms, covenants, standards, conditions and other provisions of the CDA Documents remain unchanged and in full force and effect.
- b) No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.

## **23. Breach and Remedies**

It shall be considered a Developer Default under Section 29.1.11 of the CDA if BTG materially fails to timely observe or perform or cause to be observed or performed any material covenant, agreement, obligation, term or condition required to be observed or performed by BTG under this Agreement and such failure is not cured as described therein. Any such Developer Default shall be subject to the cure period, TxDOT remedies, Lender rights to notice and opportunity to cure respecting such a breach, and any other provisions as may be applicable in respect of such Developer Default, each as set forth in the CDA.

It shall be considered a TxDOT Default under Section 29.6.4 of the CDA if TxDOT fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by TxDOT under this Agreement and such failure is not cured as described therein. Any such TxDOT Default shall be subject to the cure period, Developer remedies, and any other provisions as may be applicable in respect of such TxDOT Default, each as set forth in the CDA.

## **24. Dispute Resolution**

Any claims or disputes that arise out of this Agreement shall be subject to and resolved in accordance with Section 30 of the CDA.

## **25. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

## **26. Entire Agreement and Amendments**

This Agreement constitutes the entire agreement of settlement and release between the Parties with respect to the matters that are the subject matter of this Agreement, and supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to such matters. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended.

## **27. Severability**

If any clause, provision, section or part of this Agreement is ruled invalid (including invalid due to Change in Law) by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties, and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part. If after the efforts required above, the Parties mutually agree that without the section or part of the Agreement that the court ruled to be invalid, there is no interpretation or reformation of the Agreement that can reasonably be adopted which will return the Parties to the benefits of their original bargain, then either Party, by written notice to the other, may terminate this Agreement, and in that event, the Agreement shall be void *ab initio*, and the Parties shall be restored as nearly as possible to the positions they were in immediately prior to the Settlement Effective Date. If after the efforts required above, the Parties are unable to mutually agree about whether, without the section or part of the Agreement that the court ruled to be invalid, there is any interpretation or reformation of the Agreement that could reasonably be adopted which would return the Parties to the material benefits of their original bargain, either Party can refer that question to the Disputes Board for resolution pursuant to Article 30 of the CDA. The Parties agree that if the Disputes Board determines that there is no interpretation or reformation that can be reasonably adopted which will return the Parties to the material benefits of their original bargain, such a determination by the Disputes Board shall be deemed for all purposes, as a termination of this Agreement, and in that event, this Agreement shall be void *ab initio*, and the Parties shall be restored as nearly as possible to the positions they were in immediately prior to the Settlement Effective Date. A referral to the Disputes Board must be made within sixty (60) days after the court order in question

becomes final; otherwise, the court order shall be treated as a termination of this Agreement in its entirety, and in that event, the Agreement shall be void *ab initio*, and the Parties shall be restored as nearly as possible to the positions they were in immediately prior to the Settlement Effective Date.

### **28. Drafting Presumption**

This Agreement has been and shall be construed to have been drafted by both Parties so that the rule of construing ambiguities against the drafter shall have no force or effect.

### **29. Recitals**

The Parties hereby agree that the Recitals above are true and accurate and are incorporated herein.

### **30. Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors, assigns, agents, legal representatives and bankruptcy trustees.

### **31. Authorization**

Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement in his or her individual or representative capacity as indicated.

### **32. Enforceability**

Each Party represents and warrants that:

- a) this Agreement is binding on and legally enforceable against it; and
- b) no consent or approval from a third party is required with respect to the Party's execution of this Agreement, or if any such third-party consents or approvals are required, the Party which requires such consents or approvals has obtained them.

### **33. Counterparts**

This Agreement may be executed in any number of counterparts, including e-mail or facsimile counterparts, all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original.

### **34. Electronic Signatures**

The Parties agree to accept electronic signatures for execution of this Agreement.

*[Signature page immediately follows]*

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date first written above.

**AGREED BY DEVELOPER:**

**BLUERIDGE TRANSPORTATION GROUP, LLC,**  
a Delaware limited liability company

DocuSigned by:  
By: Enrique Martin  
COA1B84378C94D8...  
Enrique Martin,  
Authorized Representative

Date: 12/4/2023

~~**BLUERIDGE TRANSPORTATION GROUP, LLC,**~~  
~~a Delaware limited liability company~~

By: \_\_\_\_\_  
~~Eran Tolidano,~~  
~~Authorized Representative~~

Date: \_\_\_\_\_

**AGREED BY THE TEXAS DEPARTMENT OF TRANSPORTATION:**

DocuSigned by:  
By: Marc D. Williams  
Marc D. Williams, P.E.,  
Executive Director

Date: 12/6/2023

**APPENDIX I****MILESTONE AND COMPLETION DEADLINES**

<b>Milestone</b>	<b>Milestone Deadline</b>	<b>Milestone Date (achieved)</b>
<b>For all Project Segments:</b>		
Service Commencement	10/10/2020	11/09/2020
Substantial Completion	01/24/2021	03/08/2021
Final Acceptance	02/22/2021	07/28/2022
<b>For the Pedestrian Bridges as defined in CO No. 5:</b>		
Service Commencement	05/28/2020	06/18/2021
Final Acceptance	12/14/2020	04/01/2022
<b>For the McHard Ramps and BW8 Retaining Wall as defined in CO No. 8:</b>		
Service Commencement	04/04/2021	04/02/2021
Final Acceptance	05/02/2021	08/10/2021
<b>For the Brazoria Toll Information Signs as defined in CO No. 9:</b>		
Service Commencement	03/25/2023	03/23/2023
Final Acceptance	04/24/2023	04/24/2023

## **LIST OF EXHIBITS**

- Exhibit 1 Lane Rental Charges
- Exhibit 2 Liquidated Damages Associated with Service Commencement
- Exhibit 3 Liquidated Damages Associated with Substantial Completion
- Exhibit 4 Liquidated Damages Associated with Final Acceptance of Pedestrian Bridges
- Exhibit 5 Liquidated Damages Associated with McHard Ramps and BW8 Retaining Wall
- Exhibit 6 Liquidated Damages Associated with Final Acceptance
- Exhibit 7 Brazoria Toll Information Signs O&M Responsibilities
- Exhibit 8 Roadway Lighting Work
- Exhibit 9 NHHIP Interchange Project Outfall Reconstruction O&M Responsibilities
- Exhibit 10 Released Right-of-Way
- Exhibit 11 Form of Lease Amendment
- Exhibit 12 Form of Memorandum of Lease
- Exhibit 13 Form of Quitclaim Deed
- Exhibit 14 Construction Work After Final Acceptance



**EXHIBIT 1**

**LANE RENTAL CHARGES**



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

2/15/2022

SH288\_TxDOT\_BTG\_Letter\_22\_006

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**RE: SH288 Toll Lanes in Harris County Project  
Lane Rental Charges – Operating Commencement through Substantial Completion - Invoice**

Dear Mr. Martin:

We refer to the Comprehensive Development Agreement (“CDA”), dated March 4, 2016, and entered between the Texas Department of Transportation (“TxDOT”) and the Blueridge Transportation Group, LLC (“BTG”). Any capitalized terms not defined herein shall have the meanings given them in the CDA.

In accordance with CDA Article 29.5.4, TxDOT is entitled to assess Lane Rental Charges during any period between the Operating Commencement Date and the applicable Service Commencement Date. Pursuant to Change Order No. 10, dated November 24, 2020, Lane Rental Charges shall continue to be assessed beyond the Service Commencement Date of November 9, 2020 until the date that Substantial Completion is achieved. Subsequently, TxDOT determined that Substantial Completion was achieved as of March 8, 2021. Pursuant to Section 29.5.4(c) of the CDA, BTG is not obligated to pay the first \$2,500,000 of Lane Rental Charges. The Developer reports to the Independent Engineer (“IE”) any lane closures that give rise to Lane Rental Charges. The amount of Lane Rental Charges assessed on the Project is tracked by the IE and presented to TxDOT and BTG in a monthly memorandum.

### **Waiver Requests**

As will be detailed more fully below, the Developer has exceeded the \$2,500,000 threshold allowed by the CDA and is obligated to pay Lane Rental Charges as invoiced by TxDOT until Substantial Completion. However, in a letter dated June 13, 2019 (BTG-TxDOT-SL-00110), the Developer requested a complete waiver of the Lane Rental Charges associated with the IH-610 lane reductions and included a Time Impact Analysis (“TIA”) to support the request. This waiver would effectively extend the time period previously extended in Deviation No. AGC-RFD-00002 that allowed IH-610 at SH-288 to be reduced to two mainlanes in each direction as a temporary traffic control condition through January 1, 2019, after which Lane Rental Charges would be assessed for any lane reductions along IH-610, until the IH-610 mainlanes are returned to three lanes in each direction.

The TIA focuses on two main events to support the claimed delay in the performance of certain works that impacted the opening of the IH-610 mainlanes, which resulted in Lane Rental Charges being assessed for the period after January 1, 2019. One event relates to the 2019 Houston Livestock Show and Rodeo (“the Rodeo”), and the other relates to claimed “excessive weather delays” from September 2018 through April 2019.

Mr. Enrique Martin

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2/15/2022

Since Section 18.3.2.2 of the Technical Provisions specifically identifies the Rodeo as an event restriction on lane closures, the Developer should have contemplated this event in its initial construction planning and phasing of the Project and for any changes in sequencing or phasing needed during construction. Additionally, throughout the Rodeo schedule in 2019, TxDOT worked with the Developer to coordinate with the Rodeo and approved lane closures on several occasions for activities at the IH-610 interchange, including the installation of the beams for the IH-610 EB bridge. Any claim for full day impacts caused by the Rodeo is unfounded and will not be considered.

As it relates to the weather delays, the TIA is based upon questionable assumptions and analyses that make the claimed impacts very suspect. First, the TIA identified rainfall as low as 0.04-inch as excessive and having a full day impact on the performance of work. Second, weekly and daily field reports prepared by the IE identified work being performed within the IH-610 interchange and throughout the Project on the same weather days that are being claimed to have full day impacts on the performance of work. Third, no consideration was given to holidays, such as Labor Day, Thanksgiving and Christmas, during which little to no work is performed and lane closures are not allowed, yet weather delays are identified as impacting the performance of work on those holidays. Fourth, at least nine weather days overlap with the delays associated with the Rodeo, which results in duplicate impact days. Lastly, the number of weather days impacting the work identified in the TIA does not correlate with the weather days identified in the Weather Analysis section of the monthly Progress Report Narratives prepared as part of the PBS Schedule Updates. According to the Progress Report Narratives, daily logs from the Superintendents/Foremen are reviewed to verify whether work was performed on a weather day. If verified as impacting work, the weather day was reflected in the monthly report. The TIA shows more weather days than the Progress Report Narratives for the same period of time. Because TxDOT has no confidence in the accuracy of the TIA, and because in any event normal rain events are a risk assigned to the Developer, the request to waive Lane Rental Charges resulting from the delay in the performance of work impacting the opening of IH-610 mainlanes that are attributable to weather days is denied.

### **IE Monthly Memorandum Review**

In a letter dated February 4, 2021 (AGC-HWL-SL-00001), the Design-Build Contractor ("A-GC") asserts that the IE miscalculated some of the Lane Rental Charges and requests the IE to revisit its calculations based upon specific items identified in the letter. While this letter was not directed to TxDOT, it is necessary for TxDOT to review the issues brought up and make a determination.

The first item relates to Section 18.3.1.2 of the Technical Provisions, which permits the reduction of IH-610 mainlanes to two lanes in each direction from April 1 through July 31 of the same year. TxDOT and the Developer agreed to a Deviation pursuant to which this allowable reduction of the IH-610 mainlanes was for calendar year 2019 and all subsequent calendar years in exchange for extending this lane reduction period from August 1, 2018 to January 1, 2019. TxDOT will agree to a limited waiver of this Deviation and will allow section 18.3.1.2 of the Technical Provisions to remain in effect, as originally written in the CDA, from calendar year 2019 through Substantial Completion. TxDOT will not assess Lane Rental Charges for closures of the IH-610 mainlanes during this allowable period so long as the lane closure(s) have received prior TxDOT approval.

The second item is associated with language in Change Order No. 8 that forgives Lane Rental Charges during Period D and Period E, as defined in Exhibit 18 of the CDA, during the period of construction of the CO No. 8 Work (as that term is defined in Change Order No. 8) so long as TxDOT approves the Lane Closure Notice. TxDOT contends that the intent of Lane Rental Charges waiver was to apply only to CO No. 8 Work. As a compromise, however, TxDOT will not assess Lane Rental

Mr. Enrique Martin

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Charges for the Work during Periods D and E beginning on May 4, 2020, which is the effective date of Change Order No. 8, and ending on November 8, 2020, which is the day before the Last Service Commencement Date for the Initial Configuration (“Service Commencement Date”) provided in Change Order No. 10. As agreed in Change Order No. 10, “Lane Rental Charges pursuant to Section 29.5.4 shall continue to be assessed in accordance with such section during the period from the Service Commencement Date until the date that Substantial Completion is achieved for the applicable Project Segment.” To summarize, TxDOT will not assess Lane Rental Charges for the Work during Periods D and E beginning on May 4, 2020 and ending on November 8, 2020 after which Lane Rental Charges for the Work will apply through Substantial Completion.

The third item attempts to broaden TxDOT’s agreement to not assess Noncompliance Points to also include Lane Rental Charges. As part of Change Order No. 7, TxDOT granted a time extension of 14 days in addition to agreeing to not assess any Noncompliance Points resulting from A-GC’s inability to perform work due to the Relief Event for Tropical Storm Imelda. Noncompliance Points are not the same as Lane Rental Charges, and Change Order No. 7 is limited to Noncompliance Points relief only. Lane Rental Charges shall still apply.

The last item included in A-GC’s letter claims an emergency closure under LCR-20-2332 for which Lane Rental Charges should not have been assessed. Though A-GC identifies the lane closure as an emergency, the work covered by the lane closure request related to striping maintenance that had been neglected for a period of time and is within the Project’s scope of work. There was nothing unplanned about the work to consider it an emergency; better planning could have greatly reduced the Lane Rental Charges reflected in the IE’s monthly memorandum. Lane Rental Charges shall still apply.

### **Other Considerations**

Additionally, in a letter dated May 21, 2020, TxDOT offered to assist BTG in mitigating impacts from COVID-19 by relaxing lane closure restrictions while traffic was reduced due to shelter in place orders. As TxDOT offered to assist BTG in relaxing the lane closure restrictions during the shelter in place orders for COVID-19, TxDOT will waive Lane Rental Charges associated with lane closures that occurred during the Peak Periods as indicated on the approved lane closure requests.

### **Lane Rental Charges Assessment**

The IE Lane Rental Charges memorandum dated August 19, 2021 and attached with this letter, reflects the Lane Rental Charges previously assessed and those assessed during the month of March 2021 through the Substantial Completion date of March 8, 2021. As of March 8, 2021, the cumulative amount of non-escalated Lane Rental Charges assessed is \$14,031,030.00. As noted above, BTG is not obligated to pay the first \$2,500,000.00 of Lane Rental Charges. Lane Rental Charges associated with the IH-610 mainlanes during the summer months of 2019 and 2020 from April 1 through July 31 in the amounts of \$2,680,000.00 and \$360,000.00, respectively, will be deducted from the cumulative amount of Lane Rental Charges. TxDOT will also forgive Lane Rental Charges associated with Periods D and E during construction of CO No. 8 Work from May 4, 2020 to November 8, 2020 in the amount of \$610,750.00. Additionally, TxDOT will waive Lane Rental Charges associated with approved Peak Period lane closures during shelter in place orders for COVID-19 in the amount of \$1,282,750.00. The remaining cumulative amount of Lane Rental Charges is \$6,597,530.00, which is subject to annual escalation as described in CDA Article 29.5.1(d). The charges, adjustments, and escalations are summarized below:

Mr. Enrique Martin

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2/15/2022

**Un-adjusted Lane Rental Charges**

Period	Lane Rental Charges	Escalation	Total Lane Rental Charges
2016 Total	\$3,325.00	\$0.00	\$3,325.00
2017 Total	\$373,012.50	\$5,393.76	\$378,406.26
2018 Total	794,256.00	\$28,034.86	\$822,290.86
2019 Total	340,600.00	\$21,497.12	\$362,097.12
2020 Total	\$2,874,512.50	\$229,129.31	\$3,103,641.81
2021 Total	\$565,324.00	\$52,802.06	\$618,126.06
IH-610 Total (Jan-19 thru Apr-20)*	\$9,080,000.00	\$0.00	\$9,080,000.00
<b>Un-Adjusted Total</b>	<b>\$14,031,030.00</b>	<b>\$336,857.11</b>	<b>\$14,367,887.11</b>

\*Not subject to escalation per Deviation No. AGC-RFD-00002

**Adjustments**

Adjustment	Lane Rental Charges	Escalation	Total Lane Rental Charges
Allowance per CDA §29.5.4(c)*	(\$2,500,000.00)	\$0.00	(\$2,500,000.00)
IH-610 April 1 to July 31, 2019*	(\$2,680,000.00)	\$0.00	(\$2,680,000.00)
IH-610 April 1 to July 31, 2020*	(\$360,000.00)	\$0.00	(\$360,000.00)
Change Order No. 8 (Periods D & E)	(\$610,750.00)	(\$48,683.30)	(\$659,433.30)
Approved LRC exceptions - Relaxed restrictions during COVID-19	(\$1,282,750.00)	(\$102,248.86)	(\$1,384,998.86)
<b>Adjustment Total</b>	<b>(\$7,433,500.00)</b>	<b>(\$150,932.16)</b>	<b>(\$7,584,432.16)</b>

\*Not subject to escalation

**Adjusted Lane Rental Charges**

	Lane Rental Charges	Escalation	Total Lane Rental Charges
<b>Adjusted Total</b>	<b>\$6,597,530.00</b>	<b>\$185,924.95</b>	<b>\$6,783,454.95</b>

In accordance with CDA Article 29.5.4(a) TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$6,783,454.95 for Lane Rental Charges assessed through March 8, 2021. This amount represents the adjusted amount of Lane Rental Charges that has exceeded the \$2,500,000 threshold allowed in the CDA. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the amount of **\$6,783,454.95**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

Mr. Enrique Martin

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2/15/2022

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

Attachments: IE Memorandum, dated August 19, 2021, for Lane Rental Charges thru March 8, 2021

cc: Jim Bailey, Senior Attorney, General Counsel Division, TxDOT  
Grady B. Mapes, P.E., Alternative Delivery Manager, TxDOT  
Ba Trinh, P.E., Project Manager, TxDOT  
Sara Ulbrich, J.D. MPAff., Alternative Delivery Division  
K.D. Warach, P.E. Lochner, Independent Engineer  
Eran Tolidano, BTG CFO

**MEMORANDUM**

Date: August 19, 2021

To: Ba Trinh, PE and Enrique Martin

cc: Rick Liesse, PE; Eran Tolidano; Michael Welfl, PE; JT Hall, PE; Dale Vehlewald, PE; Rick Klatt, PE; Paula Euceda

From: K.D. Warach, PE

Re: **SH 288 Lane Rental Charges through March 8, 2021**  
SH 288 Toll Lanes Project

## Attachments:

- Lane Rental Charges Spreadsheet

---

The SH 288 Toll Lanes were opened on November 16, 2020. Per Change Order No. 10, “notwithstanding certification of Service Commencement, Lane Rental Charges pursuant to Section 29.5.4 shall continue to be assessed in accordance with such section during the period from Service Commencement Date until the date that Substantial Completion is achieved for the applicable Project Segment.” The IE will continue to assess following the Change Order’s statement.

Substantial Completion for the Initial Configuration was effective as of March 8, 2021. Lane Closure Charges have been finalized up until the date substantial completion was awarded.

The attached spreadsheet details the lane closure requests and associated costs to date. To calculate the associated costs, the following assumptions were made:

- Lane Rental Charges, as defined in Table 1 of CDA Exhibit 18, are for a one-hour rental.
- Lane Rental Charges, as defined in Table 1 of CDA Exhibit 18, are prorated per quarter hour, or part thereof.
- At this time, Lane Rental Charges are not assessed on the following items:
  - Direct Connectors
  - Ramps
  - Frontage Roads
  - Shoulders
  - Closures on BW 8
  - Toll lanes (As of November 16, 2020)
- The Lane Closure is assigned to the section in which it is predominantly located.
- The Lane Closures associated with asbestos abatement are tracked separately and the costs are not included with the total amount.
- Frontage road closures encompassing multiple legs of an intersection are tracked as a whole, rather than individual roadway.
- Full freeway closures extending past the allotted 15 minute increment are charged based on the number of lanes closed, as defined in Table 1 of CDA Exhibit 18.

- TxDOT has advised that full roadway closures of SH 288 are permitted without the payment of lane rental charges (LRCs) if conditions stated in letter SH288\_TxDOT\_BTG\_Letter\_18\_032 are met.
- Please note that per SH288\_TxDOT\_BTG\_Letter\_18\_029 issued by TxDOT, as of January 1, 2019, lane rental fees for IH 610 closures will be assessed if applicable.

It is noted the Lane Rental Charges are calculated based on the IE's interpretation of the contract documents, and TxDOT's direction, as noted.

Table 1 summarizes Lane Rental Charges Per Year.

Table 1

<b>Interval: Annual Periods</b>	
Year 2016:	\$ 3,325.00
Year 2017:	\$ 373,012.50
Year 2018:	\$ 794,256.00
Year 2019:	\$ 7,760,600.00
Year 2020:	\$ 4,534,512.50
January 2021 – March 8, 2021:	\$ 565,324.00
<b>Total Lane Rental Charges:</b>	<b>\$14,031,030.00</b>



Table 2 summarizes the Lane Rental Charges previously assessed. Note\* March totals only include costs up to March 8, 2021.

Table 2

<b>Lane Rental Charges Previously Assessed</b>	
Year 2016:	\$ 3,325.00
Year 2017:	\$ 373,012.50
Year 2018:	\$ 794,256.00
January 2019:	\$ 928,037.50
February 2019:	\$ 924,187.50
March 2019:	\$ 848,025.00
April 2019:	\$ 889,437.50
May 2019:	\$ 992,587.50
June 2019:	\$ 440,850.00
July 2019:	\$ 472,700.00
August 2019*:	\$ 451,925.00
September 2019*:	\$ 427,975.00
October 2019:	\$ 498,375.00
November 2019*:	\$ 434,662.50
December 2019*:	\$ 451,837.50
January 2020:	\$ 479,750.00
February 2020:	\$ 408,162.50
March 2020*:	\$ 447,650.00
April 2020:	\$ 371,550.00
May 2020*:	\$ 901,012.50
June 2020*:	\$ 797,075.00
July 2020:	\$ 336,387.50
August 2020:	\$ 11,000.00
September 2020*:	\$ 361,050.00
October 2020*:	\$ 152,587.50
November 2020*:	\$ 242,087.50
December 2020:	\$ 26,200.00
January 2021:	\$ 21,436.50
February 2021:	\$ 442,750.00
March 2021:	\$ 101,137.50
<b>Total:</b>	<b>\$14,031,030.00</b>

The '\*' is used to demonstrate the adjusted monthly totals.

Table 3 summarizes the Lane Rental Budget to March 8, 2021.

Table 3

<b>Lane Rental Budget: NTP2 – March 8, 2021</b>	
Beginning Balance:	\$ 2,500,000.00
Charges Assessed:	\$ \$14,031,030.00
Remaining Balance:	\$ 0.00
Budget Deficit	\$ 11,531,030.00

**EXHIBIT 2**

**LIQUIDATED DAMAGES ASSOCIATED WITH SERVICE COMMENCEMENT**



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2/26/2021

SH288\_TxDOT\_BTG\_Letter\_21\_016

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project  
Liquidated Damages – Service Commencement Deadline for the Initial Configuration**

Dear Mr. Martin:

We refer to the Comprehensive Development Agreement (“CDA”) dated March 4, 2016, and entered between the Texas Department of Transportation (“TxDOT”) and the Blueridge Transportation Group, LLC (“BTG”). Any capitalized terms not defined herein shall have the meanings given them in the CDA.

In accordance with CDA Article 29.5.2, TxDOT is entitled to Liquidated Damages equal to \$93,300 per day for each day that the Last Service Commencement Date for the Initial Configuration is later than the Service Commencement Deadline. This daily Liquidated Damages amount is subject to annual escalation as described in CDA Article 29.5.1(d). With escalation, the Liquidated Damages amount was \$100,737.01 per day during the period between the Service Commencement Deadline and November 9, 2020, which is the Last Service Commencement Date for the Initial Configuration.

The current Service Commencement Deadline for the Project is September 30, 2020, which includes all approved time extensions. As of November 9, 2020, the cumulative amount of Liquidated Damages assessed is \$4,029,480.40 and further summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
October 2020 LDs	\$ 100,737.01	31 days	\$ 3,122,847.31
November 2020 LDs	\$ 100,737.01	<u>9 days</u>	<u>\$ 906,633.09</u>
<b>TOTALS</b>	<b>\$ 100,737.01</b>	<b>40 days</b>	<b>\$ 4,029,480.40</b>

Mr. Enrique Martin

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2/26/2021

In accordance with CDA Article 29.5.2, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$4,029,480.40 for delays beyond the Service Commencement Deadline through November 9, 2020. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the amount of **\$4,029,480.40**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

Payment of these liquidated damages pursuant to CDA Article 29.5.2 constitutes TxDOT's sole right to damages for the delay.

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Jim Bailey, General Counsel Division  
Grady B. Mapes, P.E., Alternative Delivery Manager  
Daniel J. Dvorak, P.E., Project Manager  
Sara Ulbrich, J.D. MPAff., Project Finance, Debt & Strategic Contracts Division  
Eran Tolidano, BTG CFO

**EXHIBIT 3**

**LIQUIDATED DAMAGES ASSOCIATED WITH SUBSTANTIAL COMPLETION**



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2/10/2022

SH288\_TxDOT\_BTG\_Letter\_22\_005

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project**  
**Invoice for Liquidated Damages – Substantial Completion for the Initial Configuration**

Dear Mr. Martin:

We refer to the Comprehensive Development Agreement (“CDA”) dated March 4, 2016, and entered between the Texas Department of Transportation (“TxDOT”) and the Blueridge Transportation Group, LLC (“BTG”), and Change Order No. 10 with an executed date of November 24, 2020. Any capitalized terms not defined herein shall have the meanings given them in the CDA.

In accordance with Item No. 4 of Change Order No. 10, TxDOT is entitled to Liquidated Damages equal to \$50,000 per day for each day that the Substantial Completion of all Project Segments included in the Initial Configuration is not achieved beyond the Substantial Completion Deadline of January 9, 2021. This daily Liquidated Damages amount is not subject to annual escalation as described in CDA Article 29.5.1(d). As Substantial Completion was certified as of March 8, 2021, the amount of Liquidated Damages assessed is \$2,900,000.00 and further summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
January 2021 LDs	\$ 50,000.00	22 days	\$ 1,100,000.00
February 2021 LDs	\$ 50,000.00	28 days	\$ 1,400,000.00
March 2021 LDs	\$ 50,000.00	<u>8 days</u>	<u>\$ 400,000.00</u>
<b>TOTALS</b>	<b>\$ 50,000.00</b>	<b>58 days</b>	<b>\$ 2,900,000.00</b>

Additionally, in accordance with Item No. 5 of Change Order No. 10, TxDOT is entitled to Liquidated Damages equal to \$20,000 per day for each day that the Substantial Completion of all Project Segments included in the Initial Configuration is not achieved after the Last Service Commencement Date (November 9, 2020) until the Substantial Completion Deadline (January 9, 2021). This daily Liquidated Damages amount is not subject to annual escalation as described in CDA Article 29.5.1(d). As Substantial Completion was certified as of March 8, 2021, the amount of Liquidated Damages assessed under this item of Change Order No. 10 is \$1,220,000.00 and further summarized below:

Mr. Enrique Martin

2

2/10/2022

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
November 2020 LDs	\$ 20,000.00	21 days	\$ 420,000.00
December 2020 LDs	\$ 20,000.00	31 days	\$ 620,000.00
January 2021 LDs	\$ 20,000.00	<u>9 days</u>	<u>\$ 180,000.00</u>
<b>TOTALS</b>	<b>\$ 20,000.00</b>	<b>61 days</b>	<b>\$ 1,220,000.00</b>

In accordance with CDA Article 29.5.2, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$4,120,000.00 for delays associated with the Substantial Completion of all Project Segments included in the Initial Configuration. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the total amount of **\$4,120,000.00**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

Sincerely,

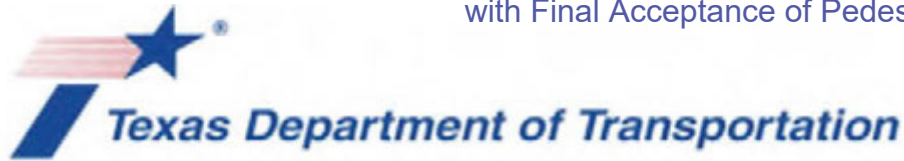
Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Jim Bailey, Senior Attorney, General Counsel Division, TxDOT  
Grady B. Mapes, P.E., Alternative Delivery Manager  
Ba Trinh, P.E., Project Manager  
Sara Ulbrich, J.D. MPAff., Project Finance, Debt & Strategic Contracts Division  
Eran Tolidano, BTG CFO



**EXHIBIT 4**

**LIQUIDATED DAMAGES ASSOCIATED WITH  
FINAL ACCEPTANCE OF PEDESTRIAN BRIDGES**



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

March 17, 2021

SH288\_TxDOT\_BTG\_Letter\_21\_017

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project  
Liquidated Damages – Final Acceptance for the Southmore Pedestrian Bridges  
Invoice No. 1 – January 31, 2021**

Dear Mr. Martin:

We refer to the Comprehensive Development Agreement (“CDA”) dated March 4, 2016, and entered between the Texas Department of Transportation (“TxDOT”) and the Blueridge Transportation Group, LLC (“BTG”), Change Order No. 5 with an executed date of June 6, 2019 and Change Order No. 8 with an executed date of May 4, 2020. Any capitalized terms not defined herein shall have the meanings given them in the CDA.

In accordance with Item No. 9 of Change Order No. 5, TxDOT is entitled to Liquidated Damages equal to \$5,000 per day for each day that the Final Acceptance of the Southmore Pedestrian Bridges is not achieved beyond November 29, 2020. This daily Liquidated Damages amount is not subject to annual escalation as described in CDA Article 29.5.1(d). As of January 31, 2021, the cumulative amount of Liquidated Damages assessed is \$315,000.00 and further summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
November 2020 LDs	\$ 5,000.00	1 day	\$ 5,000.00
December 2020 LDs	\$ 5,000.00	31 days	\$ 155,000.00
January 2021 LDs	\$ 5,000.00	<u>31 days</u>	<u>\$ 155,000.00</u>
<b>TOTALS</b>	<b>\$ 5,000.00</b>	<b>63 days</b>	<b>\$ 315,000.00</b>

In accordance with CDA Article 29.5.2, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$315,000.00 for delays beyond the Final Acceptance of the Southmore Pedestrian Bridges through January 31, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT’s invoice for these liquidated damages in the amount of **\$315,000.00**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

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OUR MISSION: *Connecting You With Texas*

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Mr. Enrique Martin

2

March 17, 2021

It is noted that November 30, 2020 through January 31, 2021 is the first period for which the Final Acceptance of the Southmore Pedestrian Bridges has not been achieved and is being invoiced. From this point forward, a notice of invoice will be issued to BTG on a monthly basis for Liquidated Damages assessed for delays beyond the Final Acceptance of the Southmore Pedestrian Bridges until this Final Acceptance milestone is achieved.

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Jim Bailey, General Counsel Division  
Grady B. Mapes, P.E., Alternative Delivery Manager  
Daniel J. Dvorak, P.E., Project Manager  
Sara Ulbrich, J.D. MPAff., Project Finance, Debt & Strategic Contracts Division  
Eran Tolidano, BTG CFO



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3/24/2021

SH288\_TxDOT\_BTG\_Letter\_21\_021

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance for the Southmore Pedestrian Bridges**  
**Invoice No. 2 – February 28, 2021**

Dear Mr. Martin:

In accordance with Item No. 9 of Change Order No. 5, TxDOT is entitled to Liquidated Damages equal to \$5,000 per day for each day that the Final Acceptance of the Southmore Pedestrian Bridges is not achieved beyond November 29, 2020. For the month of February 2021, the amount of Liquidated Damages assessed is \$140,000.00 and summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
February 2021 LDs	\$ 5,000.00	28 days	\$ 140,000.00

In accordance with CDA Article 29.5.2, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$140,000.00 for delays beyond the Final Acceptance of the Southmore Pedestrian Bridges from February 1, 2021 to February 28, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the amount of **\$140,000.00**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Jim Bailey, TxDOT GCD  
Grady B. Mapes, P.E., TxDOT ADM  
Daniel J. Dvorak, P.E., TxDOT PM

Sara Ulbrich, J.D. MPAff., TxDOT PFD  
Eran Tolidano, BTG CFO



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April 26, 2021

SH288\_TxDOT\_BTG\_Letter\_21\_031

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project  
Liquidated Damages – Final Acceptance for the Southmore Pedestrian Bridges  
Invoice No. 3 – March 31, 2021**

Dear Mr. Martin:

In accordance with Item No. 9 of Change Order No. 5, TxDOT is entitled to Liquidated Damages equal to \$5,000 per day for each day that the Final Acceptance of the Southmore Pedestrian Bridges is not achieved beyond November 29, 2020. For the month of March 2021, the amount of Liquidated Damages assessed is \$155,000.00 and summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
March 2021 LDs	\$ 5,000.00	31 days	\$ 155,000.00

In accordance with CDA Article 29.5.2, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$155,000.00 for delays beyond the Final Acceptance of the Southmore Pedestrian Bridges from March 1, 2021 to March 31, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the amount of **\$155,000.00**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Jim Bailey, TxDOT GCD  
Grady B. Mapes, P.E., TxDOT ADM  
Daniel J. Dvorak, P.E., TxDOT PM

Sara Ulbrich, J.D. MPAff., TxDOT PFD  
Eran Tolidano, BTG CFO



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May 12, 2021

SH288\_TxDOT\_BTG\_Letter\_21\_035

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance for the Southmore Pedestrian Bridges**  
**Invoice No. 4 – April 30, 2021**

Dear Mr. Martin:

In accordance with Item No. 9 of Change Order No. 5, TxDOT is entitled to Liquidated Damages equal to \$5,000 per day for each day that the Final Acceptance of the Southmore Pedestrian Bridges is not achieved beyond November 29, 2020. For the month of April 2021, the amount of Liquidated Damages assessed is \$150,000.00 and summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
April 2021 LDs	\$ 5,000.00	30 days	\$ 150,000.00

In accordance with CDA Article 29.5.2, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$150,000.00 for delays beyond the Final Acceptance of the Southmore Pedestrian Bridges from April 1, 2021 to April 30, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the amount of **\$150,000.00**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Jim Bailey, TxDOT GCD  
Grady B. Mapes, P.E., TxDOT ADM  
Daniel J. Dvorak, P.E., TxDOT PM

Sara Ulbrich, J.D. MPAff., TxDOT PFD  
Eran Tolidano, BTG CFO



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July 14, 2021

SH288\_TxDOT\_BTG\_Letter\_21\_052

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance for the Pedestrian Bridges**  
**Invoice No. 5 – May 1, 2021 to June 30, 2021**

Dear Mr. Martin:

In accordance with Item No. 9 of Change Order No. 5, TxDOT is entitled to Liquidated Damages equal to \$5,000 per day for each day that the Final Acceptance of the Pedestrian Bridges is not achieved beyond November 29, 2020. For the months of May 2021 and June 2021, the amount of Liquidated Damages assessed is \$305,000.00 and summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
May 2021 LDs	\$ 5,000.00	31 days	\$ 155,000.00
June 2021 LDs	\$ 5,000.00	30 days	\$ 150,000.00

In accordance with CDA Article 29.5.3, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$305,000.00 for delays beyond the Final Acceptance of the Pedestrian Bridges from May 1, 2021 to June 30, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the amount of **\$305,000.00**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

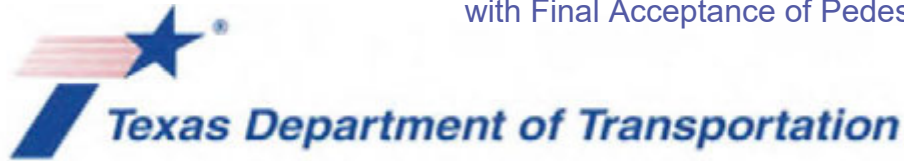
Sincerely,

7/18/2021

Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Jim Bailey, TxDOT GCD  
Grady B. Mapes, P.E., TxDOT ADM  
Ba Trinh, P.E., TxDOT PM

Sara Ulbrich, J.D. MPAff., TxDOT PFD  
Eran Tolidano, BTG CFO



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February 14, 2022

SH288\_TxDOT\_BTG\_Letter\_22\_003

Mr. Enrique Martin  
Blueridge Transportation Group (BTG), Limited Liability Company (LLC)  
6538 South Freeway  
Houston, Texas 77021

**Re: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance for the Pedestrian Bridges**  
**Invoice No. 6 – July 1, 2021 to December 31, 2021**

Dear Mr. Martin:

In accordance with Item No. 9 of Change Order No. 5, the Texas Department of Transportation (TxDOT) is entitled to Liquidated Damages (LDs) equal to \$5,000.00 per day for each day that the Final Acceptance of the Pedestrian Bridges is not achieved beyond November 29, 2020. For the period from July 1, 2021 to December 31, 2021, the amount of LDs assessed is \$920,000.00 as summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
July 2021 LDs	\$ 5,000.00	31 days	\$ 155,000.00
August 2021 LDs	\$ 5,000.00	31 days	\$ 155,000.00
September 2021 LDs	\$ 5,000.00	30 days	\$ 150,000.00
October 2021 LDs	\$ 5,000.00	31 days	\$ 155,000.00
November 2021 LDs	\$ 5,000.00	30 days	\$ 150,000.00
December 2021 LDs	\$ 5,000.00	<u>31 days</u>	<u>\$ 155,000.00</u>
<b>TOTALS</b>	<b>\$ 5,000.00</b>	<b>184 days</b>	<b>\$ 920,000.00</b>

In accordance with Comprehensive Development Agreement (CDA) Article 29.5.3, TxDOT is entitled to immediate and automatic LDs from BTG equal to \$920,000.00 for delays beyond the Final Acceptance of the Pedestrian Bridges. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these LDs in the amount of **\$920,000.00**. Please make payment of these LDs to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing Number/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin



Mr. Enrique Martin

2

February 14, 2022

A notice of invoice will be issued to BTG on a monthly basis for LDs assessed for delays beyond the Final Acceptance Deadline of the Pedestrian Bridges until this Final Acceptance milestone is achieved.

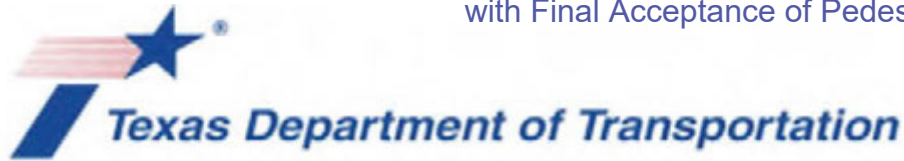
Should you have any questions, please contact Grady Mapes at (713) 866-7040 or via email at [grady.mapes@txdot.gov](mailto:grady.mapes@txdot.gov).

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

**CC:** James R. Bailey, Senior Attorney, General Council Division, TxDOT  
Sara M. Ulbrich, Portfolio Project Manager, Project, Finance and Debt, TxDOT  
Grady B. Mapes, P.E., CDA Program Director, Houston District, TxDOT  
Ba Trinh, P.E., PPP Deputy Project Manager, Houston District, TxDOT  
Eran Tolidano, Chief Financial Officer, BTG

SH288\_TxDOT\_BTG\_Letter\_22\_003



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April 13, 2022

SH288\_TxDOT\_BTG\_Letter\_22\_018

Mr. Enrique Martin  
 Blueridge Transportation Group (BTG), Limited Liability Company (LLC)  
 6538 South Freeway  
 Houston, Texas 77021

**Re: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance for the Pedestrian Bridges**  
**Invoice No. 7 – January 1, 2022 to March 31, 2022**

Dear Mr. Martin:

In accordance with Item No. 9 of Change Order No. 5, the Texas Department of Transportation (TxDOT) is entitled to Liquidated Damages (LDs) equal to \$5,000.00 per day for each day that the Final Acceptance of the Pedestrian Bridges is not achieved beyond November 29, 2020. For the period from January 1, 2022 to March 31, 2022, the amount of LDs assessed is \$450,000.00 as summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
January 2022 LDs	\$ 5,000.00	31 days	\$ 155,000.00
February 2022 LDs	\$ 5,000.00	28 days	\$ 140,000.00
March 2022 LDs	\$ 5,000.00	<u>31 days</u>	\$ <u>155,000.00</u>
<b>TOTALS</b>	<b>\$ 5,000.00</b>	<b>90 days</b>	<b>\$ 450,000.00</b>

In accordance with Comprehensive Development Agreement (CDA) Article 29.5.3, TxDOT is entitled to immediate and automatic LDs from BTG equal to \$450,000.00 for delays beyond the Final Acceptance of the Pedestrian Bridges. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these LDs in the amount of **\$450,000.00**. Please make payment of these LDs to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing Number/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

A notice of invoice will be issued to BTG on a monthly basis for LDs assessed for delays beyond the Final Acceptance Deadline of the Pedestrian Bridges until this Final Acceptance milestone is achieved.

Mr. Enrique Martin

2

April 13, 2022

Should you have any questions, please contact Grady Mapes at (713) 866-7040 or via email at [grady.mapes@txdot.gov](mailto:grady.mapes@txdot.gov).

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

**cc:** James R. Bailey, Senior Attorney, General Council Division, TxDOT  
Sara M. Ulbrich, Portfolio Project Manager, Project, Finance and Debt, TxDOT  
Grady B. Mapes, P.E., CDA Program Director, Houston District, TxDOT  
Ba Trinh, P.E., PPP Deputy Project Manager, Houston District, TxDOT  
Eran Tolidano, Chief Financial Officer, BTG

**EXHIBIT 5**

**LIQUIDATED DAMAGES ASSOCIATED WITH  
MCHARD RAMPS AND BW8 RETAINING WALL**



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August 12, 2022

SH288\_TxDOT\_BTG\_Letter\_22\_035

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, Texas 77021

**Re: SH288 Toll Lanes in Harris County Project  
Liquidated Damages – Final Acceptance for the McHard Ramps and BW8 Retaining Wall  
Invoice No. 1 – May 2, 2021 to August 10, 2021**

Dear Mr. Martin:

We refer to the Comprehensive Development Agreement (“CDA”) dated March 4, 2016, entered between the Texas Department of Transportation (“TxDOT”) and the Blueridge Transportation Group, LLC (“BTG”), and Change Order No. 8 with an executed date of May 4, 2020. Any capitalized terms not defined herein shall have the meanings given them in the CDA.

In accordance with Item No. 15 of Change Order No. 8, TxDOT is entitled to Liquidated Damages (LDs) equal to \$1,000.00 per day for each day that the Final Acceptance of the McHard Ramps and BW8 Retaining Wall is not achieved beyond May 2, 2021, which is 30 days following the Service Commencement Date of April 2, 2021. This daily LDs amount is not subject to annual escalation as described in CDA Article 29.5.1(d). As of August 10, 2021, the cumulative amount of LDs assessed is \$100,000.00 and further summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
May 2021 LDs	\$ 1,000.00	29 days	\$ 29,000.00
June 2021 LDs	\$ 1,000.00	30 days	\$ 30,000.00
July 2021 LDs	\$ 1,000.00	31 days	\$ 31,000.00
August 2021 LDs	\$ 1,000.00	<u>10 days</u>	<u>\$ 10,000.00</u>
<b>TOTALS</b>	<b>\$ 1,000.00</b>	<b>100 days</b>	<b>\$ 100,000.00</b>

In accordance with CDA Article 29.5.2, TxDOT is entitled to immediate and automatic LDs from BTG equal to \$100,000.00 for delays beyond the Final Acceptance of the McHard Ramps and BW8 Retaining Wall through August 10, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT’s invoice for these LDs in the amount of **\$100,000.00**. Please make payment of these LDs to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

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OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

Mr. Enrique Martin

2

August 12, 2022

A notice of invoice will be issued to BTG on a regular basis for LDs assessed for delays beyond the Final Acceptance of the McHard Ramps and BW8 Retaining Wall until this Final Acceptance milestone is achieved.

Should you have any questions, please contact Grady Mapes at (713) 866-7040 or via email at [grady.mapes@txdot.gov](mailto:grady.mapes@txdot.gov).

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

**CC:** James R. Bailey, JD, Senior General Counsel, General Counsel Division, TxDOT  
Sara M. Ulbrich, Portfolio Project Manager, Project, Finance and Debt, TxDOT  
Grady B. Mapes, P.E., CDA Program Director, Houston District, TxDOT  
Ba Trinh, P.E., PPP Deputy Project Manager, Houston District, TxDOT  
Eran Tolidano, Chief Financial Officer, BTG

**EXHIBIT 6**

**LIQUIDATED DAMAGES ASSOCIATED WITH FINAL ACCEPTANCE**



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6/18/2021

SH288\_TxDOT\_BTG\_Letter\_21\_033

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance Deadline for the Initial Configuration**  
**Invoice No. 1: February 8, 2021 – May 31, 2021**

Dear Mr. Martin:

We refer to the Comprehensive Development Agreement (“CDA”) dated March 4, 2016 and entered between the Texas Department of Transportation (“TxDOT”) and the Blueridge Transportation Group, LLC (“BTG”). Any capitalized terms not defined herein shall have the meanings given them in the CDA.

In accordance with CDA Article 29.5.3, TxDOT is entitled to Liquidated Damages equal to \$5,200 per day for each day that the date of Final Acceptance is later than the Final Acceptance Deadline. This daily Liquidated Damages amount is subject to annual escalation as described in CDA Article 29.5.1(d). With escalation, the Liquidated Damages amount is \$5,685.69 per day during the period between the Final Acceptance Deadline and May 31, 2021.

The current Final Acceptance Deadline for the Project is February 7, 2021, which is 90 days after the Service Commencement Date of November 9, 2020. As of May 31, 2021, the cumulative amount of Liquidated Damages assessed is \$642,482.97 and further summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
February 2021 LDs	\$ 5,685.69	21 days	\$ 119,399.49
March 2021 LDs	\$ 5,685.69	31 days	\$ 176,256.39
April 2021 LDs	\$ 5,685.69	30 days	\$ 170,570.70
May 2021 LDs	\$ 5,685.69	<u>31 days</u>	<u>\$ 176,256.39</u>
<b>TOTALS</b>	<b>\$ 5,685.69</b>	<b>113 days</b>	<b>\$ 642,482.97</b>



Mr. Enrique Martin

2

6/18/2021

In accordance with CDA Article 29.5.3, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$642,482.97 for delays beyond the Final Acceptance Deadline through May 31, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the amount of **\$642,482.97**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

It is noted that February 8, 2021 through May 31, 2021 is the first period for which the Final Acceptance of the Initial Configuration has not been achieved and is being invoiced. From this point forward, a notice of invoice will be issued to BTG on a monthly basis for Liquidated Damages assessed for delays beyond the Final Acceptance of the Initial Configuration until this Final Acceptance milestone is achieved.

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Grady B. Mapes, P.E., Alternative Delivery Manager  
Daniel J. Dvorak, P.E., TxDOT  
Ba Trinh, P.E., TxDOT  
Eran Tolidano, BTG CFO



P.O. BOX 1386, HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

July 14, 2021

SH288\_TxDOT\_BTG\_Letter\_21\_053

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, TX 77021

**Re: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance Deadline for the Initial Configuration**  
**Invoice No. 2 – June 1, 2021 to June 30, 2021**

Dear Mr. Martin:

In accordance with CDA Article 29.5.3, TxDOT is entitled to Liquidated Damages equal to \$5,200 per day for each day that the date of Final Acceptance is later than the Final Acceptance Deadline, which is February 7, 2021. This daily Liquidated Damages amount is subject to annual escalation as described in CDA Article 29.5.1(d). With escalation, the Liquidated Damages amount is \$5,685.69 per day during the period of this invoice. For the month of June 2021, the amount of Liquidated Damages assessed is \$170,570.70 and summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
June 2021 LDs	\$ 5,685.69	30 days	\$ 170,570.70

In accordance with CDA Article 29.5.3, TxDOT is entitled to immediate and automatic liquidated damages from BTG equal to \$170,570.70 for delays beyond the Final Acceptance Deadline from June 1, 2021 to June 30, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these liquidated damages in the amount of **\$170,570.70**. Please make payment of these liquidated damages to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing #/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

Sincerely,

7/18/2021

Eliza C. Paul, P.E.  
District Engineer  
Houston District

cc: Jim Bailey, TxDOT GCD  
Grady B. Mapes, P.E., TxDOT ADM  
Ba Trinh, P.E., TxDOT PM

Sara Ulbrich, J.D. MPAff., TxDOT PFD  
Eran Tolidano, BTG CFO



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February 14, 2022

SH288\_TxDOT\_BTG\_Letter\_22\_004

Mr. Enrique Martin  
Blueridge Transportation Group (BTG), A Limited Liability Company (LLC)  
6538 South Freeway  
Houston, Texas 77021

**RE: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance Deadline for the Initial Configuration**  
**Invoice No. 3 – July 1, 2021 to December 31, 2021**

Dear Mr. Martin:

In accordance with Comprehensive Development Agreement (CDA) Article 29.5.3, the Texas Department of Transportation (TxDOT) is entitled to Liquidated Damages (LDs) equal to \$5,200.00 per day for each day that the date of Final Acceptance is later than the Final Acceptance Deadline, which is February 7, 2021. This daily LDs amount is subject to annual escalation as described in CDA Article 29.5.1(d). With this escalation, the LDs amount is \$5,685.69 per day during the period of this invoice. For the period from July 1, 2021 to December 31, 2021, the amount of LDs assessed is \$1,046,166.96 and is summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
July 2021 LDs	\$ 5,685.69	31 days	\$ 176,256.39
August 2021 LDs	\$ 5,685.69	31 days	\$ 176,256.39
September 2021 LDs	\$ 5,685.69	30 days	\$ 170,570.70
October 2021 LDs	\$ 5,685.69	31 days	\$ 176,256.39
November 2021 LDs	\$ 5,685.69	30 days	\$ 170,570.70
December 2021 LDs	\$ 5,685.69	<u>31 days</u>	<u>\$ 176,256.39</u>
<b>TOTALS</b>	<b>\$ 5,685.69</b>	<b>184 days</b>	<b>\$ 1,046,166.96</b>

In accordance with CDA Article 29.5.3, TxDOT is entitled to immediate and automatic LDs from BTG equal to \$1,046,166.96 for delays beyond the Final Acceptance Deadline from July 1, 2021 to December 31, 2021. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these LDs in the amount of **\$1,046,166.96**. Please make payment of these LDs to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing Number/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

Mr. Enrique Martin

2

February 14, 2022

A notice of invoice will be issued to BTG on a monthly basis for LDs assessed for delays beyond the Final Acceptance Deadline of the Initial Configuration until this Final Acceptance milestone is achieved.

Should you have any questions, please contact Grady Mapes at (713) 866-7040 or via email at [grady.mapes@txdot.gov](mailto:grady.mapes@txdot.gov).

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

**CC:** James R. Bailey, Senior Attorney, General Council Division, TxDOT  
Sara M. Ulbrich, Portfolio Project Manager, Project, Finance and Debt, TxDOT  
Grady B. Mapes, P.E., CDA Program Director, Houston District, TxDOT  
Ba Trinh, P.E., PPP Deputy Project Manager, Houston District, TxDOT  
Eran Tolidano, Chief Financial Officer, BTG

**SH288\_TxDOT\_BTG\_Letter\_22\_004**

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OUR MISSION: *Connecting You With Texas*

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April 13, 2022

SH288\_TxDOT\_BTG\_Letter\_22\_019

Mr. Enrique Martin  
 Blueridge Transportation Group (BTG), A Limited Liability Company (LLC)  
 6538 South Freeway  
 Houston, Texas 77021

**RE: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance Deadline for the Initial Configuration**  
**Invoice No. 4 – January 1, 2022 to March 31, 2022**

Dear Mr. Martin:

In accordance with Comprehensive Development Agreement (CDA) Article 29.5.3, the Texas Department of Transportation (TxDOT) is entitled to Liquidated Damages (LDs) equal to \$5,200.00 per day for each day that the date of Final Acceptance is later than the Final Acceptance Deadline, which is February 7, 2021. This daily LDs amount is subject to annual escalation as described in CDA Article 29.5.1(d). With this escalation, the LDs amount is \$6,076.75 per day during the period of this invoice. For the period from January 1, 2022 to March 31, 2022, the amount of LDs assessed is \$546,907.50 and is summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
January 2022 LDs	\$ 6,076.75	31 days	\$ 188,379.25
February 2022 LDs	\$ 6,076.75	28 days	\$ 170,149.00
March 2022 LDs	\$ 6,076.75	<u>31 days</u>	\$ <u>188,379.25</u>
<b>TOTALS</b>	<b>\$ 6,076.75</b>	<b>90 days</b>	<b>\$ 546,907.50</b>

In accordance with CDA Article 29.5.3, TxDOT is entitled to immediate and automatic LDs from BTG equal to \$546,907.50 for delays beyond the Final Acceptance Deadline. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these LDs in the amount of **\$546,907.50**. Please make payment of these LDs to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing Number/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

A notice of invoice will be issued to BTG on a monthly basis for LDs assessed for delays beyond the Final Acceptance Deadline of the Initial Configuration until this Final Acceptance milestone is achieved.

Mr. Enrique Martin

2

April 13, 2022

Should you have any questions, please contact Grady Mapes at (713) 866-7040 or via email at [grady.mapes@txdot.gov](mailto:grady.mapes@txdot.gov).

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

**cc:** James R. Bailey, Senior Attorney, General Council Division, TxDOT  
Sara M. Ulbrich, Portfolio Project Manager, Project, Finance and Debt, TxDOT  
Grady B. Mapes, P.E., CDA Program Director, Houston District, TxDOT  
Ba Trinh, P.E., PPP Deputy Project Manager, Houston District, TxDOT  
Eran Tolidano, Chief Financial Officer, BTG



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July 27, 2022

SH288\_TxDOT\_BTG\_Letter\_22\_034

Mr. Enrique Martin  
Blueridge Transportation Group (BTG), A Limited Liability Company (LLC)  
6538 South Freeway  
Houston, Texas 77021

**RE: SH288 Toll Lanes in Harris County Project**  
**Liquidated Damages – Final Acceptance Deadline for the Initial Configuration**  
**Invoice No. 5 – April 1, 2022 to June 30, 2022**

Dear Mr. Martin:

In accordance with Comprehensive Development Agreement (CDA) Article 29.5.3, the Texas Department of Transportation (TxDOT) is entitled to Liquidated Damages (LDs) equal to \$5,200.00 per day for each day that the date of Final Acceptance is later than the Final Acceptance Deadline, which is February 7, 2021. This daily LDs amount is subject to annual escalation as described in CDA Article 29.5.1(d). With this escalation, the LDs amount is \$6,076.75 per day during the period of this invoice. For the period from April 1, 2022 to June 30, 2022, the amount of LDs assessed is \$552,984.25 and is summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
April 2022 LDs	\$ 6,076.75	30 days	\$ 182,302.50
May 2022 LDs	\$ 6,076.75	31 days	\$ 188,379.25
June 2022 LDs	\$ 6,076.75	<u>30 days</u>	\$ <u>182,302.50</u>
<b>TOTALS</b>	<b>\$ 6,076.75</b>	<b>91 days</b>	<b>\$ 552,984.25</b>

In accordance with CDA Article 29.5.3, TxDOT is entitled to immediate and automatic LDs from BTG equal to \$552,984.25 for delays beyond the Final Acceptance Deadline. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these LDs in the amount of **\$552,984.25**. Please make payment of these LDs to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing Number/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

A notice of invoice will be issued to BTG on a monthly basis for LDs assessed for delays beyond the Final Acceptance Deadline of the Initial Configuration until this Final Acceptance milestone is achieved.

Mr. Enrique Martin

2

July 27, 2022

Should you have any questions, please contact Grady Mapes at (713) 866-7040 or via email at [grady.mapes@txdot.gov](mailto:grady.mapes@txdot.gov).

Sincerely,

DocuSigned by:  
  
DF6493334509439...  
Eliza C. Paul, P.E.  
District Engineer  
Houston District

**cc:** James R. Bailey, Senior Attorney, General Council Division, TxDOT  
Sara M. Ulbrich, Portfolio Project Manager, Project, Finance and Debt, TxDOT  
Grady B. Mapes, P.E., CDA Program Director, Houston District, TxDOT  
Ba Trinh, P.E., PPP Deputy Project Manager, Houston District, TxDOT  
Eran Tolidano, Chief Financial Officer, BTG

SH288\_TxDOT\_BTG\_Letter\_22\_034

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OUR MISSION: *Connecting You With Texas*

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August 12, 2022

SH288\_TxDOT\_BTG\_Letter\_22\_037

Mr. Enrique Martin  
Blueridge Transportation Group, LLC  
6538 South Freeway  
Houston, Texas 77021

**RE: SH 288 Toll Lanes in Harris County Project  
Liquidated Damages – Final Acceptance Deadline for the Initial Configuration  
Invoice No. 6 – July 1, 2022 to July 28, 2022**

Dear Mr. Martin:

In accordance with Comprehensive Development Agreement (CDA) Article 29.5.3, the Texas Department of Transportation (TxDOT) is entitled to Liquidated Damages (LDs) equal to \$5,200.00 per day for each day that the date of Final Acceptance is later than the Final Acceptance Deadline, which is February 7, 2021. This daily LDs amount is subject to annual escalation as described in CDA Article 29.5.1(d). With this escalation, the LDs amount is \$6,076.75 per day during the period of this invoice. For the period from July 1, 2022 to July 28, 2022, the amount of LDs assessed is \$170,149.00 and is summarized below:

	<u>LDs per day</u>	<u># of days</u>	<u>Total LDs</u>
July 2022 LDs	\$ 6,076.75	<u>28 days</u>	\$ <u>170,149.00</u>
<b>TOTAL</b>	<b>\$ 6,076.75</b>	<b>28 days</b>	<b>\$ 170,149.00</b>

In accordance with CDA Article 29.5.3, TxDOT is entitled to immediate and automatic LDs from Blueridge Transportation Group (BTG) equal to \$170,149.00 for delays beyond the Final Acceptance deadline. Pursuant to Article 29.5.1(c), you should consider this letter as TxDOT's invoice for these LDs in the amount of **\$170,149.00**. Please make payment of these LDs to TxDOT within thirty (30) days of the date of this letter by wire transfer in accordance with the following instructions:

- 1) **Financial Institution:** Texas Comptroller of Public Accounts - Austin
- 2) **Reference:** SH 288 Concession Payment - **Fund 0288**
- 3) **Routing Number/ABA:** 114900164
- 4) **Account Number:** 463600001
- 5) **Attention:** 601 - Texas Department of Transportation
- 6) **Account Name:** Texas Comptroller of Public Accounts - Austin

A notice of invoice will be issued to BTG on a monthly basis for LDs assessed for delays beyond the Final Acceptance deadline of the Initial Configuration until this Final Acceptance milestone is achieved.

Mr. Enrique Martin

2

August 12, 2022

Should you have any questions, please contact Grady Mapes at (713) 866-7040 or via email at [grady.mapes@txdot.gov](mailto:grady.mapes@txdot.gov).

Sincerely,

Eliza C. Paul, P.E.  
District Engineer  
Houston District

**CC:** James R. Bailey, JD, Senior General Counsel, General Council Division, TxDOT  
Sara M. Ulbrich, Portfolio Project Manager, Project, Finance and Debt, TxDOT  
Grady B. Mapes, P.E., CDA Program Director, Houston District, TxDOT  
Ba Trinh, P.E., PPP Deputy Project Manager, Houston District, TxDOT  
Eran Tolidano, Chief Financial Officer, BTG

**EXHIBIT 7****BRAZORIA TOLL INFORMATION SIGNS O&M RESPONSIBILITIES**

The following applies only to the work described in Change Order No. 9. An "X" in the table below indicates the party responsible for operations, routine maintenance, renewal and replacement work as required per the CDA.

<b>O&amp;M Scope (Routine, Corrective, and Preventative Maintenance including Renewal and Replacement)</b>	<b>Responsible Party</b>		
	<b>Developer (BTG)</b>	<b>Brazoria County</b>	<b>TxDOT</b>
<b>CO No. 9 Toll Information Sign Structure Type by Location</b>			
<b>SH 6 Entrance</b> - ground mounted poles and foundations	X		
<b>CR 59 Entrance</b> - Cantilever sign structure and foundation		X	
<b>FM 518 Entrance</b> - ground mounted poles and foundations	X		
<b>Hughes Ranch Road (T-ramp east)</b> - Large overhead sign structure and foundations		X	
<b>Discovery Bay Drive (T-ramp west)</b> - Cantilever sign structure and foundation		X	
<b>Components of Toll Rate Information Sign located at each of the five locations identified in CO No. 9 (as noted above) and any work necessary for the operations of the Toll Information Signs</b>			
Static sign panels (for Toll Information Signs only)	X		
LED displays	X		
Lightning and ground protection	X		
Controller cabinet	X		
Controller cabinet foundation		X	
12-strand fiber network and conduit from the controller cabinet to Toll Information Sign	X		
Auxiliary equipment/network components to operate LED display panels	X		
CCTV cameras (for Toll Information Sign rate verification) and any related fiber and conduit between the controller cabinet and CCTV cameras (outside of the main trunk line), equipment, and components for operations of CCTV cameras	X		
Electrical service pole, breaker box, and electrical components from service pole to sign/cameras.	X		
Electricity/power costs to operate Toll Information Signs	X		
Software, including updates, and any components to operate the Toll Information Signs	X		
<b>Main Fiber Trunk Line Components described per CO No. 9 Work</b>			
Existing TxDOT main duct bank from BW8 controller cabinet to SH 6, including conduit and ground boxes			X
36-strand fiber for operations of the Toll Rate Signs installed from Developer's controller cabinet near BW8 to controller cabinet near SH6 (installed inside existing TxDOT Main Duct Bank)	X		
144-strand fiber for TxDOT (installed inside existing TxDOT main duct bank)			X
3-inch domed fiber optic markers			X

**EXHIBIT 8**  
**ROADWAY LIGHTING WORK**

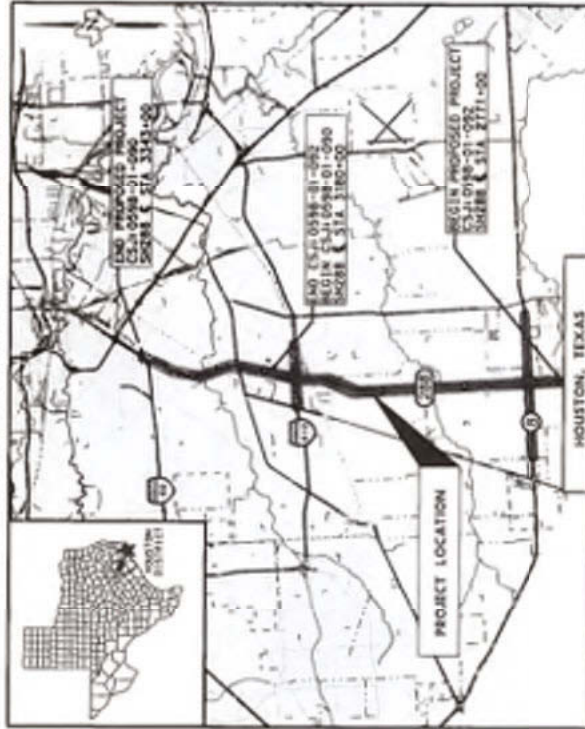
STATE OF TEXAS  
DEPARTMENT OF TRANSPORTATION  
PLANS OF PROPOSED  
STATE HIGHWAY IMPROVEMENT  
CSJ: 0598-01-092, etc.

NET LENGTH OF PROJECT: 51,000.00 FT. • 16.43 MI. (ROADWAY 45,015.93 FT. • 8.29 MI.  
BRIDGE 5,984.07 FT. • 1.14 MI.)

HARRIS COUNTY  
SH 288 TOLL LANES PROJECT

LIMITED: FROM BALDORIS / HARRIS COUNTY LINE  
TO SH 288 / US 59 INTERCHANGE

NOTE: FOR THE CONSTRUCTION OF SH 288 TOLL LANES AND RELATED IMPROVEMENTS  
CONSISTING OF RECONSTRUCTION OF THE EXISTING AND  
IMPROVEMENTS, TRAFFIC SIGNALS, SIGNING, FURNISHMENT, MARKING, AND LANDSCAPING.



SUBMITTAL PACKAGE FOR: 0.8.07  
SH288 ILLUMINATION  
SH 288 - PROJECT WIDE  
STA. 2771+00 - STA. 3343+00



RECORD DRAWING

THIS DRAWING IS REQUIRED

- AGC-NCR-00041-TXDOT
- AGC-NCR-00437-TXDOT
- AGC-NCR-00455-TXDOT
- AGC-NCR-00508-TXDOT
- AGC-NCR-00542-TXDOT
- AGC-NCR-00559-TXDOT
- AGC-NCR-00578-TXDOT
- AGC-NCR-00609-TXDOT
- AGC-NCR-00612-TXDOT
- Maximum Concrete Placement Temperature for drilled shaft
- Light Pole 5B47-3-2 Sta 3238+33
- Concrete Delivery Light Pole S51-1 Sta 3275+52
- Bridge 10D Abutment 1 Conduit-Illumination
- BW8 Connector A Abutment 1 Conduit-Illumination & ITS
- Conduit-Illumination TMC-NB On Ramp, Span 9 & TMC-SB Span 1
- HM45 Drilled Shaft
- High Mast Foundation HM-16
- High Mast Foundation HM-37

ENCLOSURES: NONE  
EQUIPMENT: NONE  
ALL ROAD CROSSINGS: UNPAVED STA. 2616+99.04 THROUGH STA. 2771+00  
Texas Department of Transportation  
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Table with columns: FEDERAL AID PROJECT NO., STATE, COUNTY, DISTRICT, LOCAL, FEDERAL AID SOURCE, COUNTY LINE TO, COUNTY LINE FROM, COUNTY LINE FROM, COUNTY LINE TO.

Table with columns: CSJ, STATE, COUNTY, DISTRICT, LOCAL, FEDERAL AID SOURCE, COUNTY LINE TO, COUNTY LINE FROM, COUNTY LINE FROM, COUNTY LINE TO.

Table with columns: CSJ, STATE, COUNTY, DISTRICT, LOCAL, FEDERAL AID SOURCE, COUNTY LINE TO, COUNTY LINE FROM, COUNTY LINE FROM, COUNTY LINE TO.

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Table with columns: CSJ, STATE, COUNTY, DISTRICT, LOCAL, FEDERAL AID SOURCE, COUNTY LINE TO, COUNTY LINE FROM, COUNTY LINE FROM, COUNTY LINE TO.

APPROVED: [Signature] PROJECT DIRECTOR

APPROVED: [Signature] PROJECT SUPERVISOR

APPROVED: [Signature] PROJECT ENGINEER

APPROVED: [Signature] PROJECT MANAGER

APPROVED: [Signature] PROJECT COORDINATOR

APPROVED: [Signature] PROJECT ASSISTANT

APPROVED: [Signature] PROJECT CLERK

APPROVED: [Signature] PROJECT OPERATOR

APPROVED: [Signature] PROJECT DRIVER

Project: SH 288  
 Title: ILLUMINATION AS SHOWN  
 Date: 8/23/2018

2. EDC 043  
 1. MDC 027  
 REVISIONS  
 DATE  
 BY

NO.	DESCRIPTION	DATE	BY
1	ILLUMINATION AS SHOWN	8/23/2018	EDC 043

SYMBOL	DESCRIPTION
(Symbol)	HIGH MAST ILLUMINATION AS SHOWN
(Symbol)	ALIGNMENT ILLUMINATION AS SHOWN TO BE REMOVED
(Symbol)	ROADWAY LIGHTING 150W EQUIVALENT LED, 30'W POLE, TRANSFORMER BASE
(Symbol)	ROADWAY LIGHTING 250W EQUIVALENT, LED, 40'W POLE, TRANSFORMER BASE
(Symbol)	ROADWAY LIGHTING 250W EQUIVALENT, LED, 48'W POLE, CTB MOUNTING
(Symbol)	ROADWAY LIGHTING 250W EQUIVALENT, LED, 38'W POLE, CTB MOUNTING
(Symbol)	ROADWAY LIGHTING DEMO TO REMAIN
(Symbol)	EXISTING UP/LIGHTING 150W EQUIVALENT, LED
(Symbol)	EXISTING UP/LIGHTING PROPOSED ELECTRICAL SERVICE 240/480V
(Symbol)	EXISTING ELECTRICAL SERVICE 240/480V
(Symbol)	EXISTING ELECTRICAL SERVICE
(Symbol)	FUSED DISCONNECT
(Symbol)	PROPOSED GROUND BOX
(Symbol)	EXISTING GROUND BOX
(Symbol)	JUNCTION BOX

SYMBOL	DESCRIPTION
(Symbol)	CONDUIT RUN
(Symbol)	CONDUIT
(Symbol)	CONDUIT, RGS, 3/4"
(Symbol)	CONDUIT, EXISTING
(Symbol)	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
(Symbol)	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE

- NOTES
- ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  - GROUND BOXES SHOWN AT THE HIGH MAST LIGHTING SHALL BE ADJUSTED TO MATCH THE RPD AND AS SHOWN ON TXDOT DETAIL HMIF (1)-98.
  - POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  - EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.

0' 25' 50' 100'  
 SCALE: 1"=100'



**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENT 4)  
 STA 3170+00-STA 3180+00  
 PACKAGE 0. 8. 07



STATE	TEXAS	HOU	HARRIS
COUNTY	HARRIS	SECT	01
PROJECT NO.	0598	SHEET NO.	01
FEDERAL AID PROJECT NO.		CONTRACT NO.	
DATE	8/23/2018	SCALE	1"=100'

\*\*\* TYPE I, II, III, IV, AND V REFER TO LIES UNDERBASS MOUNTING TYPE. ALL SWM AND ASYM REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL OR ASYMMETRICAL SHOWN. NO PULLING SPIN BE ROTATED TOWARDS ROADWAY AS FOLLOWS (ALL ROTATION IS COUNTERCLOCKWISE):

- 0° (PARALLEL TO ROAD)
- +60° SPIN
- 15° SPIN
- 60° SPIN
- +135° SPIN
- 135° SPIN
- 300°

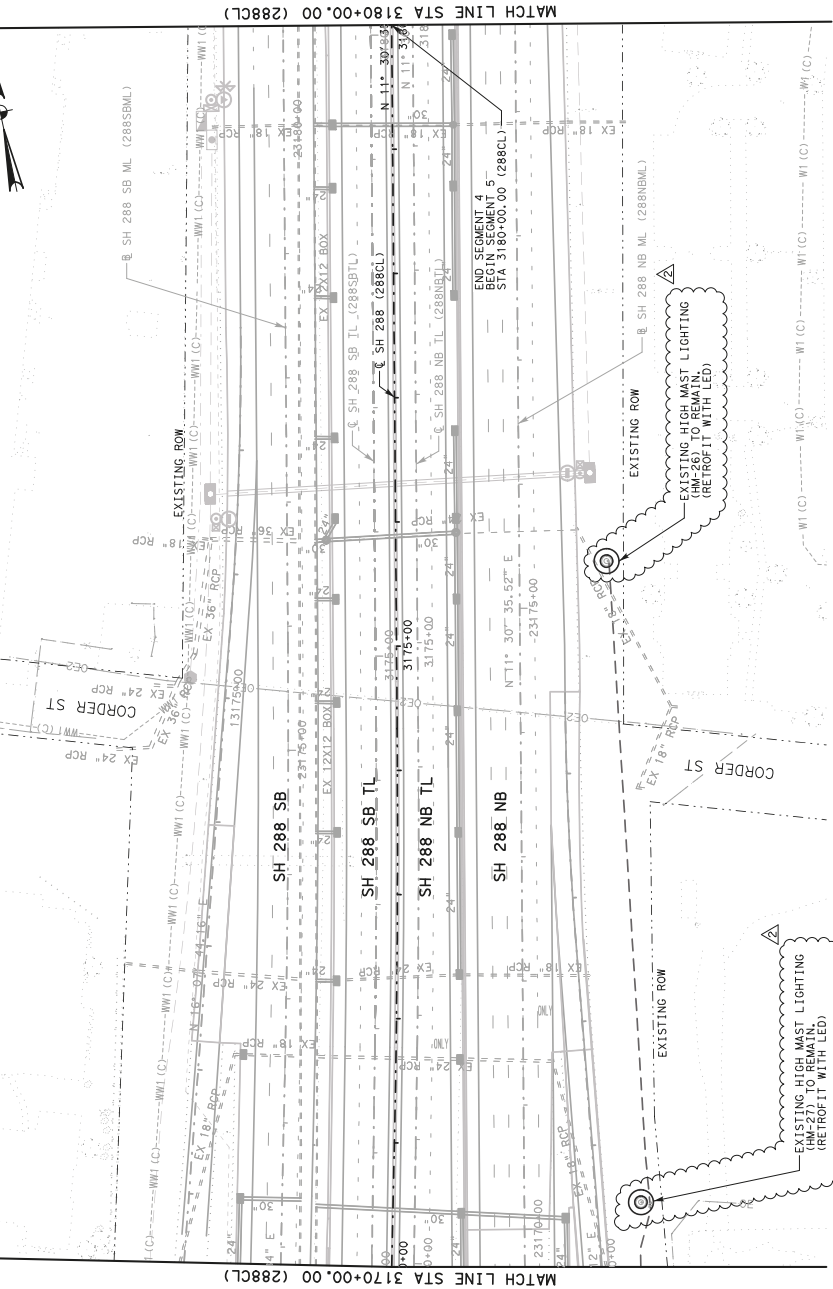


Exhibit 8 - Roadway Lighting Work  
 Overhead roadway lighting in the  
 median of the Project's Toll Lanes  
 (None on this page)

ILLUMINATION STANDARD SCHEDULE			
NO.	DESCRIPTION	DATE	BY
1	ILLUMINATION AS SHOWN	8/23/2018	EDC 043

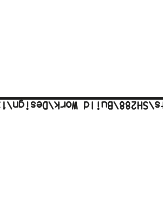
Project: SH 288  
 Title: ILLUMINATION AS SHOWN  
 Date: 8/23/2018

2. EDC 043  
 1. MDC 027  
 REVISIONS  
 DATE  
 BY

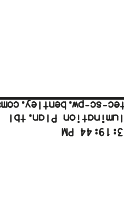
NO.	DESCRIPTION	DATE	BY
1	ILLUMINATION AS SHOWN	8/23/2018	EDC 043

SYMBOL	DESCRIPTION
(Symbol)	HIGH MAST ILLUMINATION AS SHOWN
(Symbol)	ALIGNMENT ILLUMINATION AS SHOWN TO BE REMOVED
(Symbol)	ROADWAY LIGHTING 150W EQUIVALENT LED, 30'W POLE, TRANSFORMER BASE
(Symbol)	ROADWAY LIGHTING 250W EQUIVALENT, LED, 40'W POLE, TRANSFORMER BASE
(Symbol)	ROADWAY LIGHTING 250W EQUIVALENT, LED, 48'W POLE, CTB MOUNTING
(Symbol)	ROADWAY LIGHTING 250W EQUIVALENT, LED, 38'W POLE, CTB MOUNTING
(Symbol)	ROADWAY LIGHTING DEMO TO REMAIN
(Symbol)	EXISTING UP/LIGHTING 150W EQUIVALENT, LED
(Symbol)	EXISTING UP/LIGHTING PROPOSED ELECTRICAL SERVICE 240/480V
(Symbol)	EXISTING ELECTRICAL SERVICE 240/480V
(Symbol)	EXISTING ELECTRICAL SERVICE
(Symbol)	FUSED DISCONNECT
(Symbol)	PROPOSED GROUND BOX
(Symbol)	EXISTING GROUND BOX
(Symbol)	JUNCTION BOX

0' 25' 50' 100'  
 SCALE: 1"=100'



**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENT 4)  
 STA 3170+00-STA 3180+00  
 PACKAGE 0. 8. 07



STATE	TEXAS	HOU	HARRIS
COUNTY	HARRIS	SECT	01
PROJECT NO.	0598	SHEET NO.	01
FEDERAL AID PROJECT NO.		CONTRACT NO.	
DATE	8/23/2018	SCALE	1"=100'

# LEGEND

- HIGH MAST ILLUMINATION AS ALIGNMENT**
- HIGH MAST ILLUMINATION ASSEMBLY TO BE REMOVED
  - ROADWAY LIGHTING 15'W EQUIVALENT LED, 30'W POLE, TRANSFORMER BASE
  - ROADWAY LIGHTING 25'W EQUIVALENT LED, 40' POLE, TRANSFORMER BASE
  - ROADWAY LIGHTING 25'W EQUIVALENT LED, 48' POLE, CTB MOUNTING
  - ROADWAY LIGHTING 25'W EQUIVALENT LED, 38' POLE, CTB MOUNTING
  - ROADWAY LIGHTING DEMO TO REMAIN
  - EXISTING ROADWAY LIGHTING TO REMAIN
  - EXISTING UP/LIGHTING 15' EQUIVALENT, LED RETROFIT
  - EXISTING UP/LIGHTING 15'W EQUIVALENT, LED
  - EXISTING UP/LIGHTING 240/480V
  - PROPOSED ELECTRICAL SERVICE
  - EXISTING ELECTRICAL SERVICE
  - EXISTING ELECTRICAL SERVICE
  - FUSED DISCONNECT
  - PROPOSED GROUND BOX
  - EXISTING GROUND BOX
  - JUNCTION BOX

# NOTES

1. ALL CONDUIT AND GROUND BOXES ARE TO BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
2. GROUND BOXES SHOWN AT THE HIGH MAST WITH THE RING HEAD AS SHOWN ON TXDOT DETAIL HMF1 (1)-98.
3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
4. EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
5. CONDUIT TO BE REROUTED AS SHOWN CONSTRUCTION.

# CONDUIT AND CONDUCTOR RUNS

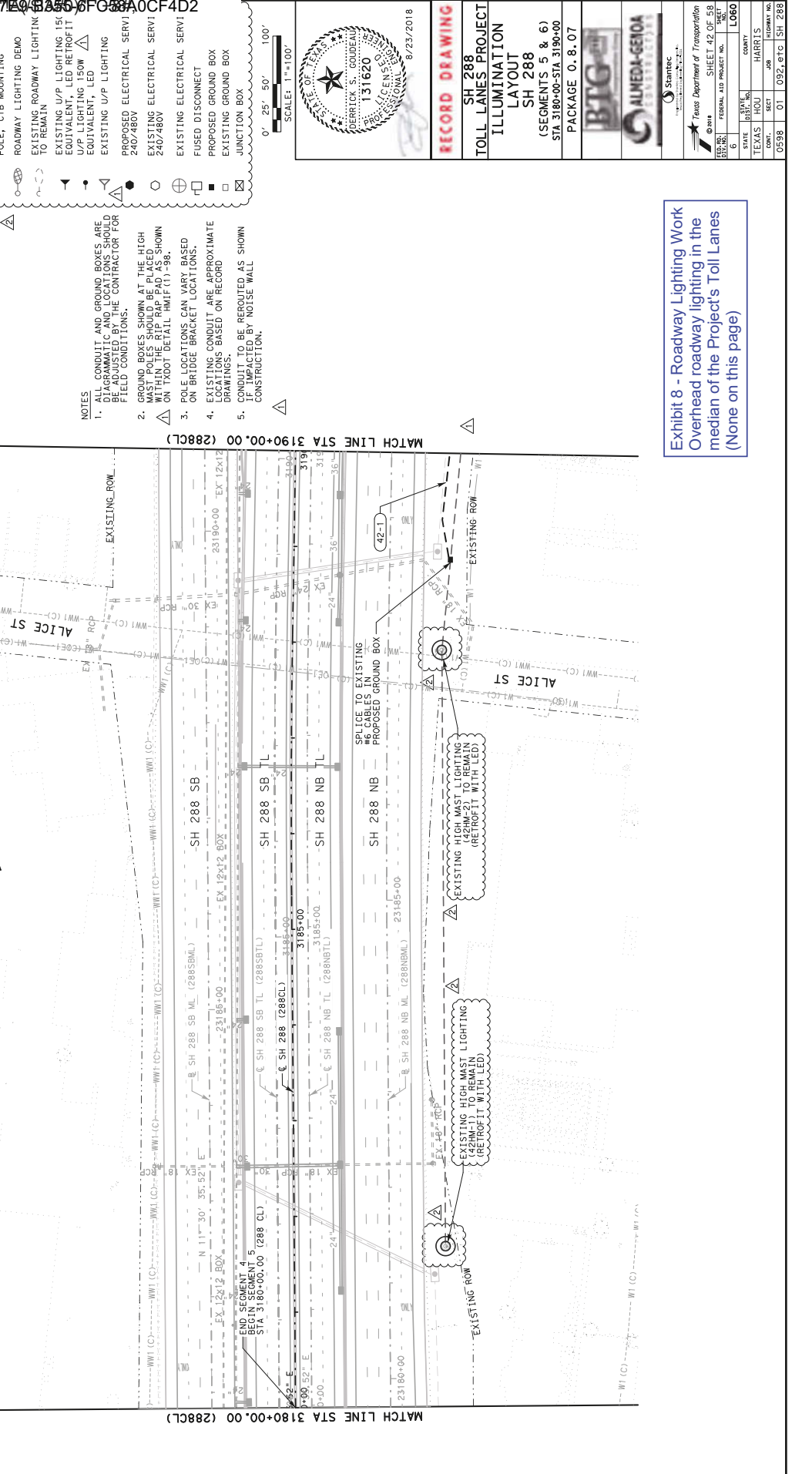
CONDUIT TYPE	CONDUIT SIZE	CONDUCTOR TYPE	CONDUCTOR SIZE
CONDUIT	3/4"	CONDUCTOR	15#
CONDUIT	1"	CONDUCTOR	25#
CONDUIT	1 1/2"	CONDUCTOR	35#
CONDUIT	2"	CONDUCTOR	50#
CONDUIT	3"	CONDUCTOR	75#
CONDUIT	4"	CONDUCTOR	100#
CONDUIT	6"	CONDUCTOR	150#
CONDUIT	8"	CONDUCTOR	200#
CONDUIT	10"	CONDUCTOR	250#
CONDUIT	12"	CONDUCTOR	300#
CONDUIT	14"	CONDUCTOR	350#
CONDUIT	16"	CONDUCTOR	400#
CONDUIT	18"	CONDUCTOR	450#
CONDUIT	20"	CONDUCTOR	500#

# ILLUMINATION STANDARD SCHEDULE

TYPE	DESCRIPTION	HEIGHT	SPACING	WATTAGE	BEAM ANGLE	OPERATING HOURS
TYPE I	(PARALLEL TO ROAD)	60'	60'	150W	120°	18:00 - 06:00
TYPE II	(PARALLEL TO ROAD)	120'	120'	300W	120°	18:00 - 06:00
TYPE III	(PARALLEL TO ROAD)	240'	240'	600W	120°	18:00 - 06:00
TYPE IV	(PARALLEL TO ROAD)	300'	300'	750W	120°	18:00 - 06:00
TYPE V	(PARALLEL TO ROAD)	360'	360'	900W	120°	18:00 - 06:00

# CONDUIT AND CONDUCTOR RUNS

CONDUIT TYPE	CONDUIT SIZE	CONDUCTOR TYPE	CONDUCTOR SIZE
CONDUIT	3/4"	CONDUCTOR	15#
CONDUIT	1"	CONDUCTOR	25#
CONDUIT	1 1/2"	CONDUCTOR	35#
CONDUIT	2"	CONDUCTOR	50#
CONDUIT	3"	CONDUCTOR	75#
CONDUIT	4"	CONDUCTOR	100#
CONDUIT	6"	CONDUCTOR	150#
CONDUIT	8"	CONDUCTOR	200#
CONDUIT	10"	CONDUCTOR	250#
CONDUIT	12"	CONDUCTOR	300#
CONDUIT	14"	CONDUCTOR	350#
CONDUIT	16"	CONDUCTOR	400#
CONDUIT	18"	CONDUCTOR	450#
CONDUIT	20"	CONDUCTOR	500#



Professional Engineer Seal for DERRICK S. GOUDREAU, License No. 131620, State of Texas. Date: 8/23/2018.

**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENTS 5 & 6)  
 STA 3180+00-STA 3190+00  
 PACKAGE 0. 8. 07

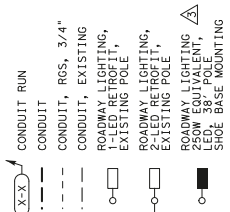


Texas Department of Transportation	
SHEET 42 OF 58	
PROJECT NO.	FEDERAL AID PROJECT NO.
SECTION NO.	LOGO
STATE	COUNTY
TEXAS	HARRIS
CONTRACT	JOB
0598	01 092, etc SH 288

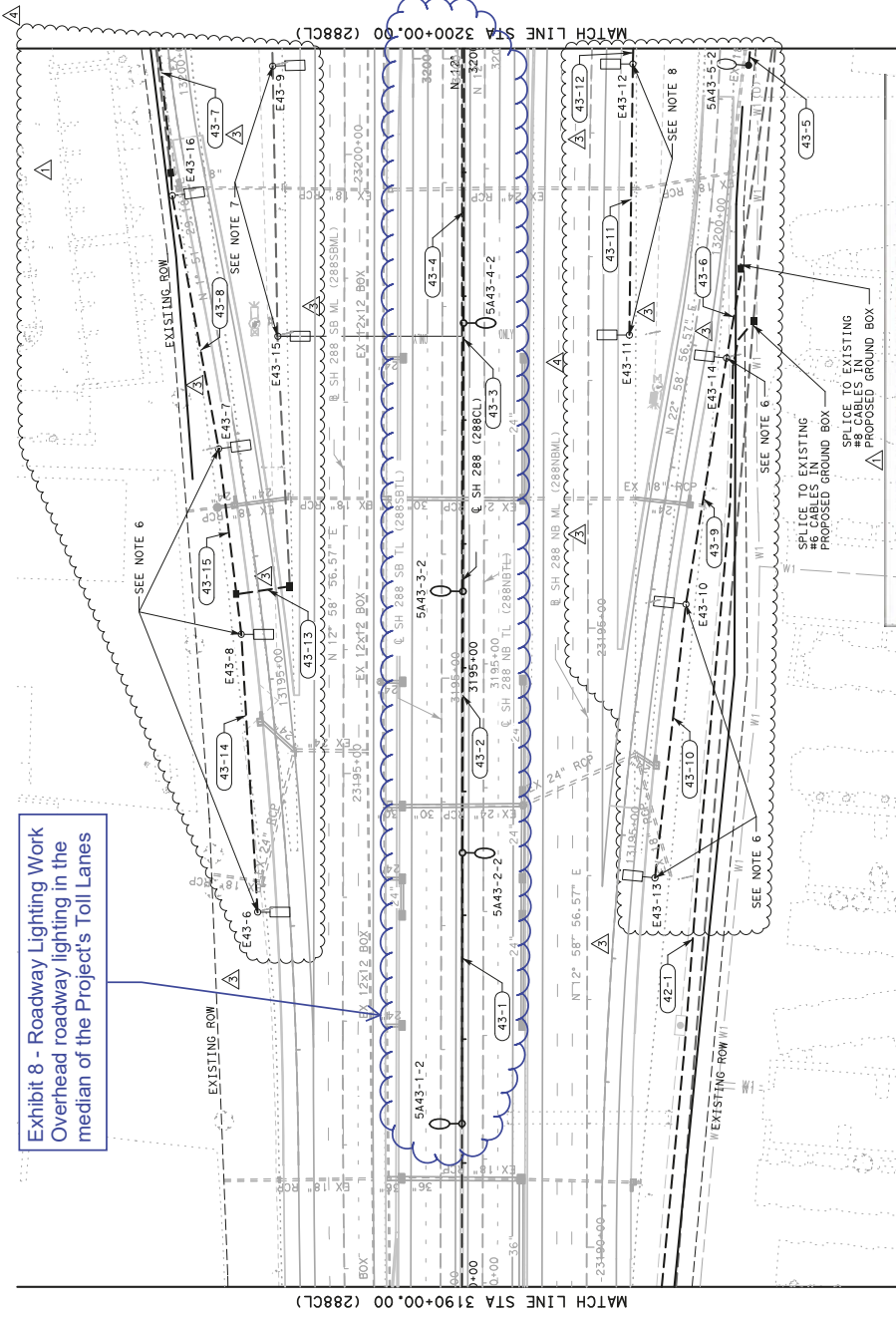
Exhibit 8 - Roadway Lighting Work  
 Overhead roadway lighting in the  
 median of the Project's Toll Lanes  
 (None on this page)

NO.	DATE	BY	REVISIONS
4	10/02/20	159	REVISED
3	09/16/18	159	REVISED
2	08/22/17	159	REVISED
1	08/22/17	159	REVISED

**LEGEND**  
 HIGH MAST ILLUMINATION AS  
 ALIGNMENT  
 HIGH MAST ILLUMINATION AS  
 ALIGNMENT  
 ILLUMINATION ASSEMBLY TO BE REMOVED  
 ROADWAY LIGHTING 150W EQUIVALENT LED, 30° POLE, TRANSFORMER BASE  
 ROADWAY LIGHTING 250W EQUIVALENT LED, 40° POLE, TRANSFORMER BASE  
 ROADWAY LIGHTING 250W EQUIVALENT LED, 48° POLE, CTB MOUNTING  
 ROADWAY LIGHTING 250W EQUIVALENT LED, 38° POLE, CTB MOUNTING  
 ROADWAY LIGHTING DEMO TO REMAIN  
 EXISTING ROADWAY LIGHTING  
 EXISTING U/P LIGHTING 15K EQUIVALENT, LED RETROFIT  
 EXISTING U/P LIGHTING 150W EQUIVALENT, LED  
 EXISTING U/P LIGHTING  
 PROPOSED ELECTRICAL SERVICE  
 EXISTING ELECTRICAL SERVICE  
 EXISTING ELECTRICAL SERVICE  
 FUSED DISCONNECT  
 PROPOSED GROUND BOX  
 EXISTING GROUND BOX  
 JUNCTION BOX



**NOTES**  
 1. ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.  
 2. GROUND BOXES SHOWN AT THE HIGH POINT OF THE ROADWAY SHOULD BE WITHIN THE RIP-UP AND AS SHOWN ON TPOOT DETAIL TMIF (1)-98.  
 3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.  
 4. EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.  
 5. CONDUIT TO BE REQUIT AS SHOWN IF IMPACTED BY NOISE WALL CONSTRUCTION.  
 6. RELOCATE POLE AND ASSEMBLY AS SHOWN WITHIN THE RIP-UP AND AS SHOWN ON TPOOT DETAIL TMIF (1)-98. ANCHOR BOLT CIRCLE SHALL MATCH POLE BASE.  
 7. REINSTALL POLE AND ASSEMBLY IN EXISTING LOCATION. INSTALL NEW ANCHOR BOLT PER SHEET SD 598. ANCHOR BOLT CIRCLE SHALL MATCH POLE BASE.  
 8. INSTALL NEW POLE AND ASSEMBLY. INSTALL NEW 30" DIA. X 10' DEEP ANCHOR BOLT PER SHEET SD 598. ANCHOR BOLT CIRCLE SHALL MATCH POLE BASE.



**Exhibit 8 - Roadway Lighting Work**  
 Overhead roadway lighting in the median of the Project's Toll Lanes

**ILLUMINATION STANDARD SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
1.0	ROADWAY LIGHTING 150W EQUIVALENT LED, 30° POLE, TRANSFORMER BASE	1	EA	150.00
1.1	ROADWAY LIGHTING 250W EQUIVALENT LED, 40° POLE, TRANSFORMER BASE	1	EA	200.00
1.2	ROADWAY LIGHTING 250W EQUIVALENT LED, 48° POLE, CTB MOUNTING	1	EA	250.00
1.3	ROADWAY LIGHTING 250W EQUIVALENT LED, 38° POLE, CTB MOUNTING	1	EA	250.00
1.4	ROADWAY LIGHTING DEMO TO REMAIN	1	EA	0.00
1.5	EXISTING ROADWAY LIGHTING	1	EA	0.00
1.6	EXISTING U/P LIGHTING 15K EQUIVALENT, LED RETROFIT	1	EA	0.00
1.7	EXISTING U/P LIGHTING 150W EQUIVALENT, LED	1	EA	0.00
1.8	EXISTING U/P LIGHTING	1	EA	0.00
1.9	PROPOSED ELECTRICAL SERVICE	1	EA	0.00
1.10	EXISTING ELECTRICAL SERVICE	1	EA	0.00
1.11	FUSED DISCONNECT	1	EA	0.00
1.12	PROPOSED GROUND BOX	1	EA	0.00
1.13	EXISTING GROUND BOX	1	EA	0.00
1.14	JUNCTION BOX	1	EA	0.00

**CONDUIT AND CONDUCTOR RUNS**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	PRICE
2.0	CONDUIT RUN	1	EA	0.00
2.1	CONDUIT, RGS, 3/4"	1	EA	0.00
2.2	CONDUIT, EXISTING	1	EA	0.00
2.3	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE	1	EA	0.00
2.4	ROADWAY LIGHTING, 2-LED RETROFIT, EXISTING POLE	1	EA	0.00
2.5	ROADWAY LIGHTING, 30" DIA. X 10' DEEP ANCHOR BOLT, EXISTING POLE	1	EA	0.00
2.6	ROADWAY LIGHTING, 38" DIA. X 10' DEEP ANCHOR BOLT, EXISTING POLE	1	EA	0.00
2.7	ROADWAY LIGHTING, 40" DIA. X 10' DEEP ANCHOR BOLT, EXISTING POLE	1	EA	0.00
2.8	ROADWAY LIGHTING, 48" DIA. X 10' DEEP ANCHOR BOLT, EXISTING POLE	1	EA	0.00
2.9	ROADWAY LIGHTING, 30" DIA. X 10' DEEP ANCHOR BOLT, EXISTING POLE	1	EA	0.00
2.10	ROADWAY LIGHTING, 38" DIA. X 10' DEEP ANCHOR BOLT, EXISTING POLE	1	EA	0.00
2.11	ROADWAY LIGHTING, 40" DIA. X 10' DEEP ANCHOR BOLT, EXISTING POLE	1	EA	0.00
2.12	ROADWAY LIGHTING, 48" DIA. X 10' DEEP ANCHOR BOLT, EXISTING POLE	1	EA	0.00

\*\*TYPE I, II, III, IV, AND V REFER TO ITS DISTRIBUTION TYPE. TYPE 1 AND TYPE 2 REFER TO UNDERPASS MOUNTING TYPE. SWM AND ASYM REFER TO HARDWARES SWM ARRANGEMENTS. SWM AND ASYM REFER TO ASYMMETRICAL ARRANGEMENT. OPTICS SHALL BE ROTATED TOWARDS ROADWAY AS FOLLOWS (ALL ROTATION IS 60° (PARALLEL TO ROAD) +60° SPIN  
 120° (PARALLEL TO ROAD) -15° SPIN  
 240° (PARALLEL TO ROAD) -135° SPIN  
 300°

0' 25' 50' 100'  
 SCALE: 1"=100'

**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENTS 5 & 6)  
 STA 3190+00-STA 3200+00  
 PACKAGE 0. 8. 07



Stantec  
 Texas Department of Transportation  
 SHEET 43 OF 58  
 FEDERAL AID PROJECT NO. 06100001  
 STATE DISTRICT NO. 6  
 COUNTY HARRIS  
 TEXAS HOU  
 HARRIS  
 SHEET NO. L061  
 CONTRACT NO. 0598  
 SECTION 01  
 092, etc SH 288



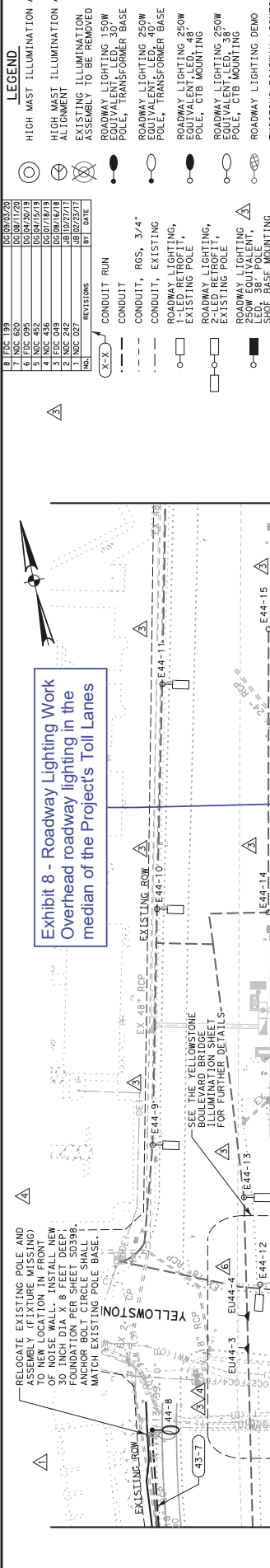


Exhibit 8 - Roadway Lighting Work Overhead roadway lighting in the median of the Projects Toll Lanes

**LEGEND**

HIGH MAST ILLUMINATION AS SHOWN

HIGH MAST ILLUMINATION AS SHOWN TO BE REMOVED

CONDUIT RUN

CONDUIT, RGS, 3/4"

CONDUIT, EXISTING

ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE

ROADWAY LIGHTING, 250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING

ROADWAY LIGHTING, 250W EQUIVALENT, LED, 58" POLE, CTB MOUNTING

ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, SHOE BASE MOUNTING

ROADWAY LIGHTING 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE

ROADWAY LIGHTING 150W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE

ROADWAY LIGHTING 150W EQUIVALENT, LED, 48" POLE, CTB MOUNTING

ROADWAY LIGHTING 150W EQUIVALENT, LED, 58" POLE, CTB MOUNTING

EXISTING ROADWAY LIGHTING TO REMAIN

EXISTING U/P LIGHTING 15K EQUIVALENT, LED RETROFIT

EXISTING U/P LIGHTING 150W EQUIVALENT, LED

EXISTING U/P LIGHTING

PROPOSED ELECTRICAL SERVICE (A-4E) TO REMAIN

EXISTING ELECTRICAL SERVICE (A-4E) TO REMAIN

EXISTING ELECTRICAL SERVICE (A-4E) TO REMAIN

FUSED DISCONNECT

PROPOSED GROUND BOX

EXISTING GROUND BOX

JUNCTION BOX

- NOTES**
1. ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  2. GROUND BOXES SHOWN AT THE HIGH MAST LOCATIONS AND LOCATIONS SHOULD WITHIN THE RIP AND RIP AREA SHOWN ON TXDOT DETAIL (HMF11)-98.
  3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  4. EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
  5. FIELD VERIFICATION OF REBAR LOCATIONS REQUIRED PRIOR TO LIGHTING ON BRIDGE STRUCTURES.
  6. CONDUIT TO BE REROUTED AS SHOWN ON CONSTRUCTION.

- CONDUIT AND CONDUCTOR RUNS**
- 60" (PARALLEL TO ROAD)
  - 15" SPIN
  - 60" SPIN
  - 120" (PARALLEL TO ROAD)
  - 240"
  - 300"
  - +135' SPIN

\*\*\*TYPE I, II, III, IV, AND V REFER TO IES DISTRIBUTION TYPE, TYPE I AND TY 2 REFER TO UNDERPASS MOUNTING TYPE, STM AND ASYM REFER TO ASYMMETRICAL ARRANGEMENT, OPTICS SHALL BE ROTATED COUNTERCLOCKWISE. SPIN FOLLOWS (ALL ROTATION IS COUNTERCLOCKWISE)



**PROFESSIONAL SEAL**

STATE OF TEXAS  
 PROFESSIONAL ENGINEER  
 DERRICK S. GOUDREAU  
 LICENSE NO. 131620  
 EXPIRES 10/2/2020

**RECORD DRAWING**

**SH 288 TOLL LANES PROJECT ILLUMINATION LAYOUT SH 288 (SEGMENTS 5 & 6) STA 3200+00-STA 3210+00 PACKAGE 0. 8. 07**



SHEET 44 OF 58  
FEDERAL AID PROJECT NO. 6  
STATE DISTRICT NO. HARRIS COUNTY TEXAS HOUSE DISTRICT NO. 0598

DATE: 10/27/2020  
BY: [Signature]

**ILLUMINATION STANDARD SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	EXISTING ROADWAY LIGHTING TO REMAIN		
2	PROPOSED ROADWAY LIGHTING		
3	PROPOSED CONDUIT		
4	PROPOSED GROUND BOX		
5	PROPOSED JUNCTION BOX		
6	PROPOSED DISCONNECT		
7	PROPOSED ELECTRICAL SERVICE		
8	PROPOSED CONDUIT		
9	PROPOSED GROUND BOX		
10	PROPOSED JUNCTION BOX		
11	PROPOSED DISCONNECT		
12	PROPOSED ELECTRICAL SERVICE		
13	PROPOSED CONDUIT		
14	PROPOSED GROUND BOX		
15	PROPOSED JUNCTION BOX		
16	PROPOSED DISCONNECT		
17	PROPOSED ELECTRICAL SERVICE		
18	PROPOSED CONDUIT		
19	PROPOSED GROUND BOX		
20	PROPOSED JUNCTION BOX		
21	PROPOSED DISCONNECT		
22	PROPOSED ELECTRICAL SERVICE		
23	PROPOSED CONDUIT		
24	PROPOSED GROUND BOX		
25	PROPOSED JUNCTION BOX		
26	PROPOSED DISCONNECT		
27	PROPOSED ELECTRICAL SERVICE		
28	PROPOSED CONDUIT		
29	PROPOSED GROUND BOX		
30	PROPOSED JUNCTION BOX		
31	PROPOSED DISCONNECT		
32	PROPOSED ELECTRICAL SERVICE		

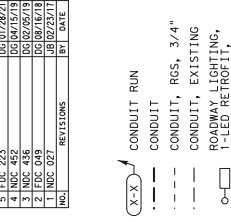
**ILLUMINATION STANDARD SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
33	EXISTING ROADWAY LIGHTING TO REMAIN		
34	PROPOSED ROADWAY LIGHTING		
35	PROPOSED CONDUIT		
36	PROPOSED GROUND BOX		
37	PROPOSED JUNCTION BOX		
38	PROPOSED DISCONNECT		
39	PROPOSED ELECTRICAL SERVICE		
40	PROPOSED CONDUIT		
41	PROPOSED GROUND BOX		
42	PROPOSED JUNCTION BOX		
43	PROPOSED DISCONNECT		
44	PROPOSED ELECTRICAL SERVICE		
45	PROPOSED CONDUIT		
46	PROPOSED GROUND BOX		
47	PROPOSED JUNCTION BOX		
48	PROPOSED DISCONNECT		
49	PROPOSED ELECTRICAL SERVICE		
50	PROPOSED CONDUIT		
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52	PROPOSED JUNCTION BOX		
53	PROPOSED DISCONNECT		
54	PROPOSED ELECTRICAL SERVICE		
55	PROPOSED CONDUIT		
56	PROPOSED GROUND BOX		
57	PROPOSED JUNCTION BOX		
58	PROPOSED DISCONNECT		
59	PROPOSED ELECTRICAL SERVICE		
60	PROPOSED CONDUIT		
61	PROPOSED GROUND BOX		
62	PROPOSED JUNCTION BOX		
63	PROPOSED DISCONNECT		
64	PROPOSED ELECTRICAL SERVICE		
65	PROPOSED CONDUIT		
66	PROPOSED GROUND BOX		
67	PROPOSED JUNCTION BOX		
68	PROPOSED DISCONNECT		
69	PROPOSED ELECTRICAL SERVICE		
70	PROPOSED CONDUIT		
71	PROPOSED GROUND BOX		
72	PROPOSED JUNCTION BOX		
73	PROPOSED DISCONNECT		
74	PROPOSED ELECTRICAL SERVICE		
75	PROPOSED CONDUIT		
76	PROPOSED GROUND BOX		
77	PROPOSED JUNCTION BOX		
78	PROPOSED DISCONNECT		
79	PROPOSED ELECTRICAL SERVICE		
80	PROPOSED CONDUIT		
81	PROPOSED GROUND BOX		
82	PROPOSED JUNCTION BOX		
83	PROPOSED DISCONNECT		
84	PROPOSED ELECTRICAL SERVICE		
85	PROPOSED CONDUIT		
86	PROPOSED GROUND BOX		
87	PROPOSED JUNCTION BOX		
88	PROPOSED DISCONNECT		
89	PROPOSED ELECTRICAL SERVICE		
90	PROPOSED CONDUIT		
91	PROPOSED GROUND BOX		
92	PROPOSED JUNCTION BOX		
93	PROPOSED DISCONNECT		
94	PROPOSED ELECTRICAL SERVICE		
95	PROPOSED CONDUIT		
96	PROPOSED GROUND BOX		
97	PROPOSED JUNCTION BOX		
98	PROPOSED DISCONNECT		
99	PROPOSED ELECTRICAL SERVICE		
100	PROPOSED CONDUIT		

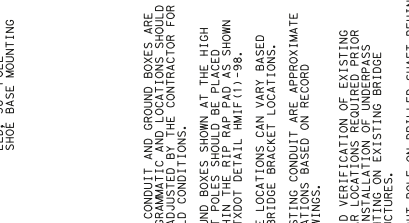




NO.	REVISIONS	BY	DATE
5	1502-223		08/02/2021
4	1502-462		08/04/2021
3	1502-688		08/04/2021
2	1502-692		08/04/2021
1	1502-027		08/02/2021

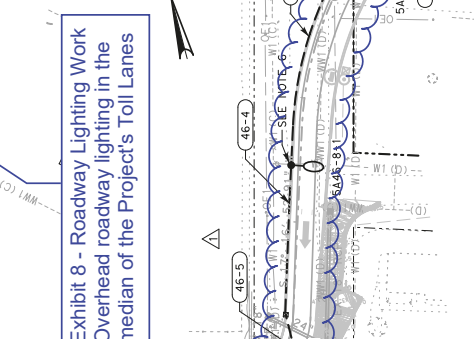


- NOTES:
1. ALL CONDUIT AND GROUND BOXES ARE DIAGRAMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  2. GROUND BOXES SHOWN AT THE HIGH END OF THE TOLL LANE SHOULD BE WITHIN THE RIP-RAP PAD AS SHOWN ON TXDOT DETAIL TM1F(1)-98.
  3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  4. EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
  5. FIELD VERIFICATION OF EXISTING REBAR LOCATIONS REQUIRED PRIOR TO INSTALLATION OF UNDERPASS STRUCTURES.
  6. LIGHT POLE ON DRILLED SHAFT BEHIND SSIR. LIGHT POLE ON DRILLED SHAFT AND UNDERPASS BOX LOCATIONS: 30" DIA. X 8' DRILLED SHAFT REQUIRED. EMBEDMENT DEPTH TO BE DETERMINED BY THE CONTRACTOR. DRILLED SHAFT LENGTH FOR DEPTH OF NEW EMBANKMENT.



Light replacement to be addressed during O&M phase of the project, by others

Light replacement to be addressed during O&M phase of the project, by others



**CONDUIT AND CONDUCTOR RUNS**

NO.	CONDUCTOR	CONDUCTOR RUN	CONDUCTOR RUN
1	SB46-4-2	SB46-4-2	1
2	SB46-5-2	SB46-5-2	1
3	SB46-6-2	SB46-6-2	1
4	SB46-7-2	SB46-7-2	1
5	SB46-8-2	SB46-8-2	1
6	SB46-9-2	SB46-9-2	1
7	SB46-10-2	SB46-10-2	1
8	SB46-11-2	SB46-11-2	1
9	SB46-12-2	SB46-12-2	1
10	SB46-13-2	SB46-13-2	1
11	SB46-14-2	SB46-14-2	1
12	SB46-15-2	SB46-15-2	1
13	SB46-16-2	SB46-16-2	1
14	SB46-17-2	SB46-17-2	1

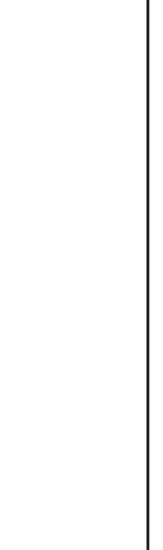
**ILLUMINATION STANDARD SCHEDULE**

STD NO.	DESCRIPTION	SPACING	TYPE
SH 288-01	ROADWAY LIGHTING	120'	TYPE I
SH 288-02	ROADWAY LIGHTING	120'	TYPE II
SH 288-03	ROADWAY LIGHTING	120'	TYPE III
SH 288-04	ROADWAY LIGHTING	120'	TYPE IV
SH 288-05	ROADWAY LIGHTING	120'	TYPE V
SH 288-06	ROADWAY LIGHTING	120'	TYPE VI
SH 288-07	ROADWAY LIGHTING	120'	TYPE VII
SH 288-08	ROADWAY LIGHTING	120'	TYPE VIII
SH 288-09	ROADWAY LIGHTING	120'	TYPE IX
SH 288-10	ROADWAY LIGHTING	120'	TYPE X

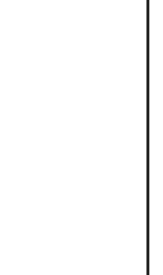
- \*\* TYPE I, II, III, IV, AND V REFER TO IES DISTRIBUTION TYPE TYPE REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL ARRANGEMENTS SHALL HAVE NO OPTICAL SPIN, FOR OPTICAL SPIN, USE SIGNATURE SPIN. OPTICAL SPIN TOWARDS ROADWAY AS FOLLOWS (ALL ROTATION IS COUNTERCLOCKWISE):
- 0° (PARALLEL TO ROAD)
  - 120° (PARALLEL TO ROAD)
  - 180° (PARALLEL TO ROAD)
  - 90° (PERPENDICULAR TO ROAD)
  - 270° (PERPENDICULAR TO ROAD)
  - +135° SPIN
  - 135° SPIN

0 25' 50' 100'

SCALE: 1"=100'



SH 288  
TOLL LANES PROJECT  
ILLUMINATION LAYOUT  
SH 288  
(SEGMENTS 5 & 6)  
STA 3220+00-STA 3230+00  
PACKAGE 0. 8. 07



TXAS	HOU	HARRIS			
CONV.	SECT.	JOB	DATE	PROJECT NO.	SHEET NO.
0598	01	092, etc	SH 288		

0598 01 092, etc SH 288

### CONDUIT AND CONDUCTOR RUNS

CONDUIT RUN	CONDUIT	CONDUIT, 6S, 3/4"	CONDUIT, EXISTING	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE	ROADWAY LIGHTING, 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE	ROADWAY LIGHTING, 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE
CONDUIT RUN	CONDUIT	CONDUIT, 6S, 3/4"	CONDUIT, EXISTING	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE	ROADWAY LIGHTING, 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE	ROADWAY LIGHTING, 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE

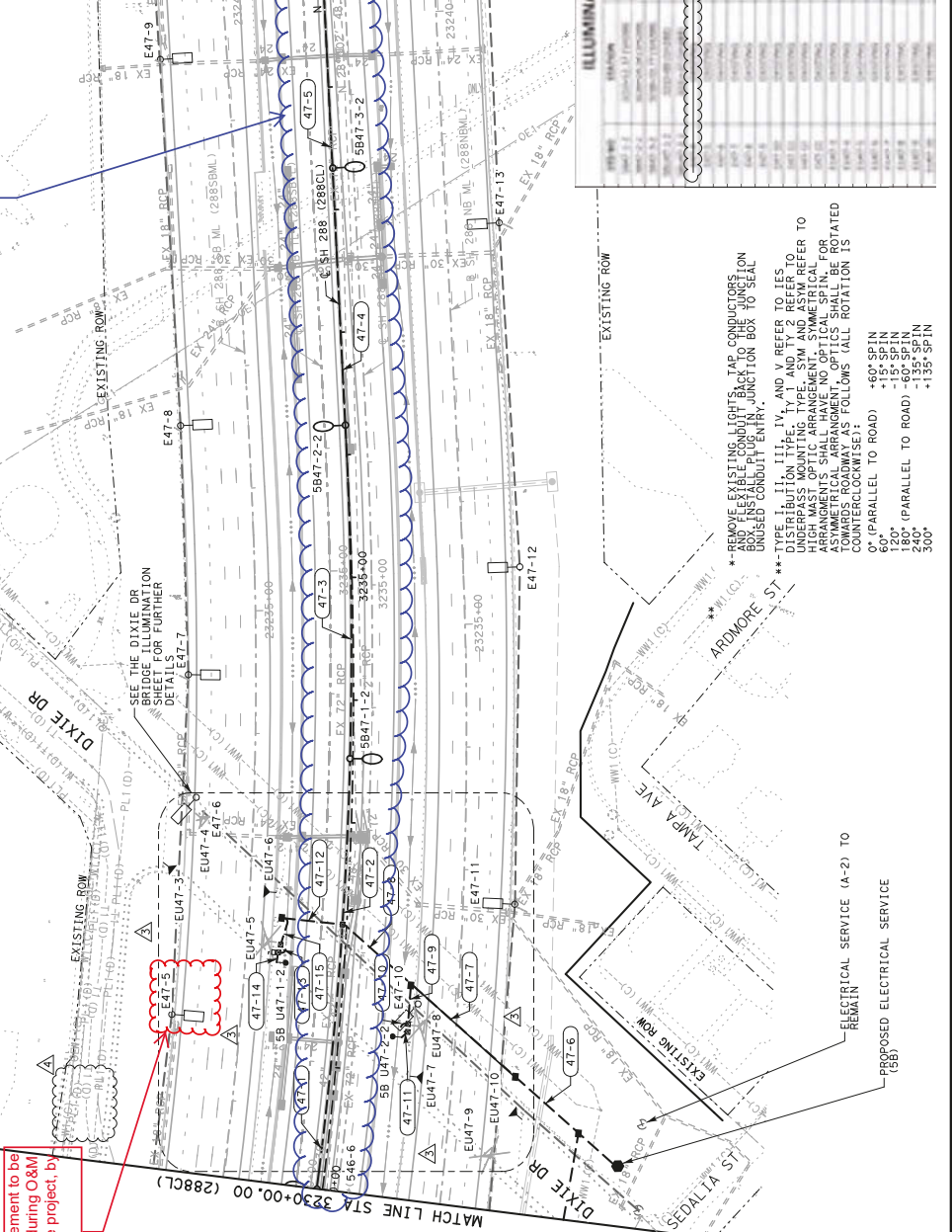
### LEGEND

SYMBOL	DESCRIPTION
[Symbol]	ALIGNMENT
[Symbol]	HIGH MAST ILLUMINATION AS SHOWN TO BE REMOVED
[Symbol]	CONDUIT RUN
[Symbol]	CONDUIT
[Symbol]	CONDUIT, 6S, 3/4"
[Symbol]	CONDUIT, EXISTING
[Symbol]	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
[Symbol]	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING
[Symbol]	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING
[Symbol]	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE
[Symbol]	ROADWAY LIGHTING, 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE
[Symbol]	ROADWAY LIGHTING, 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE
[Symbol]	EXISTING ROADWAY LIGHTING TO REMAIN
[Symbol]	EXISTING UP/LIGHTING 15K EQUIVALENT, LED RETROFIT
[Symbol]	EXISTING UP/LIGHTING 150W EQUIVALENT, LED
[Symbol]	EXISTING UP/LIGHTING
[Symbol]	PROPOSED ELECTRICAL SERVICE
[Symbol]	EXISTING ELECTRICAL SERVICE
[Symbol]	EXISTING ELECTRICAL SERVICE
[Symbol]	EXISTING ELECTRICAL SERVICE
[Symbol]	FUSED DISCONNECT
[Symbol]	PROPOSED GROUND BOX
[Symbol]	EXISTING GROUND BOX
[Symbol]	JUNCTION BOX

- ### NOTES
1. ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  2. GROUND BOXES SHOWN AT THE HIGH WITHIN THE RIP RAP PAD AS SHOWN ON TXDOT DETAIL HMIF (1)-98.
  3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  4. LOCATIONS SHOWN ON RECORD DRAWINGS.
  5. FIELD VERIFICATION OF REBAR LOCATIONS REQUIRED PRIOR TO INSTALLATION OF UNDERPASS LIGHTING ON BRIDGE STRUCTURES.

### ILLUMINATION STANDARD SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	AMOUNT	TOTAL
1	CONDUIT, 6S, 3/4"	100	LINEAL FT	100.00	100.00
2	CONDUIT, EXISTING	100	LINEAL FT	100.00	100.00
3	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE	100	UNIT	100.00	100.00
4	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	100	UNIT	100.00	100.00
5	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	100	UNIT	100.00	100.00
6	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE	100	UNIT	100.00	100.00
7	ROADWAY LIGHTING, 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE	100	UNIT	100.00	100.00
8	ROADWAY LIGHTING, 150W EQUIVALENT, LED, 30" POLE, TRANSFORMER BASE	100	UNIT	100.00	100.00
9	EXISTING ROADWAY LIGHTING TO REMAIN	100	UNIT	100.00	100.00
10	EXISTING UP/LIGHTING 15K EQUIVALENT, LED RETROFIT	100	UNIT	100.00	100.00
11	EXISTING UP/LIGHTING 150W EQUIVALENT, LED	100	UNIT	100.00	100.00
12	EXISTING UP/LIGHTING	100	UNIT	100.00	100.00
13	PROPOSED ELECTRICAL SERVICE	100	UNIT	100.00	100.00
14	EXISTING ELECTRICAL SERVICE	100	UNIT	100.00	100.00
15	EXISTING ELECTRICAL SERVICE	100	UNIT	100.00	100.00
16	EXISTING ELECTRICAL SERVICE	100	UNIT	100.00	100.00
17	FUSED DISCONNECT	100	UNIT	100.00	100.00
18	PROPOSED GROUND BOX	100	UNIT	100.00	100.00
19	EXISTING GROUND BOX	100	UNIT	100.00	100.00
20	JUNCTION BOX	100	UNIT	100.00	100.00



### REVISIONS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	05/17/2021
2	ISSUED FOR PERMIT	05/17/2021
3	ISSUED FOR PERMIT	05/17/2021
4	ISSUED FOR PERMIT	05/17/2021

Light replacement to be addressed during O&M phase of the project, by others

**PROFESSIONAL SEAL**  
 STATE OF TEXAS  
 PROFESSIONAL ENGINEER  
 DERRICK S. GOUDREAU  
 LICENSE NO. 131620  
 EXPIRES 12/31/2021

**SCALE:** 1" = 100'  
 DATE: 2/5/2021

**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENTS 5 & 6)  
 STA 3230+00-STA 3240+00  
 PACKAGE 0. 8. 07

**BIO**  
**ALMEDA-GENEA**  
**Stantec**  
 Texas Department of Transportation  
 SHEET 47 OF 58  
 FEDERAL AID PROJECT NO. L065  
 STATE DISTRICT NO. COUNTY HARRIS  
 TEXAS HOU HARRIS  
 CONTRACT NO. 0598 01 092, etc SH 288

NO.	REVISIONS	BY	DATE
4	MOD. 436		06/07/2019
3	MOD. 422		06/10/2018
2	MOD. 099		06/02/2019
1	MOD. 099		06/02/2019

ILLUMINATION STANDARD SCHEDULE	
CONDUIT RUN	(X-X)
CONDUIT	---
CONDUIT, RGS, 3/4"	---
CONDUIT, EXISTING	---
ROADWAY LIGHTING, EXISTING POLE	○
ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT	○
ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 1-LED	○
ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" LED, 38" POLE	○
SHOE BASE MOUNTING	□

CONDUIT AND CONDUCTOR RUNS	
CONDUIT	---
CONDUIT, RGS, 3/4"	---
CONDUIT, EXISTING	---
ROADWAY LIGHTING, EXISTING POLE	○
ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT	○
ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 1-LED	○
ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" LED, 38" POLE	○
SHOE BASE MOUNTING	□

LEGEND	
HIGH MAST ILLUMINATION AS SHOWN TO BE REMOVED	⊗
ALIGNMENT	—
ILLUMINATION ASSEMBLY TO BE REMOVED	⊗
ROADWAY LIGHTING 150'W EQUIVALENT LED, 30" W POLE, TRANSFORMER BASE	○
ROADWAY LIGHTING 250W EQUIVALENT, LED, 40" W POLE, TRANSFORMER BASE	○
ROADWAY LIGHTING 250W EQUIVALENT, LED, 48" W POLE, CTB MOUNTING	○
ROADWAY LIGHTING 250W EQUIVALENT, LED, 38" W POLE, CTB MOUNTING	○
ROADWAY LIGHTING DEMO TO REMAIN	○
EXISTING ROADWAY LIGHTING TO REMAIN	○
EXISTING UP/LIGHTING 15' EQUIVALENT, LED RETROFIT	○
EXISTING UP/LIGHTING 150W EQUIVALENT, LED	○
EXISTING UP/LIGHTING PROPOSED ELECTRICAL SERVICE	○
EXISTING ELECTRICAL SERVICE	○
EXISTING ELECTRICAL SERVICE	○
EXISTING ELECTRICAL SERVICE	○
FUSED DISCONNECT	⊕
PROPOSED GROUND BOX	⊕
EXISTING GROUND BOX	⊕
JUNCTION BOX	⊕

NOTES	
1.	ALL CONDUIT AND GROUND BOXES ARE TO BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
2.	GROUND BOXES SHOWN AT THE HIGH DIAGONAL AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
3.	POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
4.	EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
5.	REFER TO L113A FOR CONDUIT TRANSITION FROM TRAFFIC RAIL TO SHOES BASE MOUNTED POLES.

CONDUIT AND CONDUCTOR RUNS	
CONDUIT	---
CONDUIT, RGS, 3/4"	---
CONDUIT, EXISTING	---
ROADWAY LIGHTING, EXISTING POLE	○
ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT	○
ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 1-LED	○
ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" LED, 38" POLE	○
SHOE BASE MOUNTING	□

LEGEND	
HIGH MAST ILLUMINATION AS SHOWN TO BE REMOVED	⊗
ALIGNMENT	—
ILLUMINATION ASSEMBLY TO BE REMOVED	⊗
ROADWAY LIGHTING 150'W EQUIVALENT LED, 30" W POLE, TRANSFORMER BASE	○
ROADWAY LIGHTING 250W EQUIVALENT, LED, 40" W POLE, TRANSFORMER BASE	○
ROADWAY LIGHTING 250W EQUIVALENT, LED, 48" W POLE, CTB MOUNTING	○
ROADWAY LIGHTING 250W EQUIVALENT, LED, 38" W POLE, CTB MOUNTING	○
ROADWAY LIGHTING DEMO TO REMAIN	○
EXISTING ROADWAY LIGHTING TO REMAIN	○
EXISTING UP/LIGHTING 15' EQUIVALENT, LED RETROFIT	○
EXISTING UP/LIGHTING 150W EQUIVALENT, LED	○
EXISTING UP/LIGHTING PROPOSED ELECTRICAL SERVICE	○
EXISTING ELECTRICAL SERVICE	○
EXISTING ELECTRICAL SERVICE	○
EXISTING ELECTRICAL SERVICE	○
FUSED DISCONNECT	⊕
PROPOSED GROUND BOX	⊕
EXISTING GROUND BOX	⊕
JUNCTION BOX	⊕

NOTES	
1.	ALL CONDUIT AND GROUND BOXES ARE TO BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
2.	GROUND BOXES SHOWN AT THE HIGH DIAGONAL AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
3.	POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
4.	EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
5.	REFER TO L113A FOR CONDUIT TRANSITION FROM TRAFFIC RAIL TO SHOES BASE MOUNTED POLES.

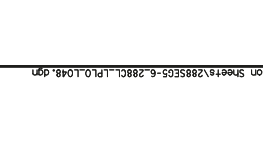
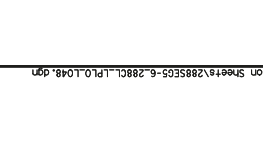
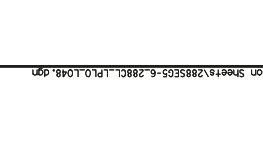


Exhibit 8 - Roadway Lighting Work Overhead roadway lighting in the median of the Projects Toll Lanes

**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION LAYOUT  
 SH 288  
 (SHEETS 5 & 6)  
 504 JACOBS ROAD  
 PACKAGE 0, 8, 07

**ALMADA-GENOA CONSULTANTS**

FEDERAL AID PROJECT NO. **LO66**  
 STATE DISTRICT NO. COUNTY  
 TEXAS HOU HARRIS  
 CONT. SECT. JOB  
 0598 01 092, etc SH 288



\*\*\* TYPE I, II, III, IV, AND V REFER TO L&S UNDERPASS MOUNTING TYPE. SYM AND ASYM REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL AND ASYMMETRICAL ARRANGEMENTS OF OPTICS SHALL BE ROTATED TOWARDS ROADWAY AS FOLLOWS (ALL ROTATION IS COUNTERCLOCKWISE):  
 0° (PARALLEL TO ROAD)  
 +60° SPIN  
 120°  
 180° (PARALLEL TO ROAD)  
 -60° SPIN  
 -15° SPIN  
 -300°  
 +135° SPIN

NO.	REVISIONS	BY	DATE
4	100% QRS	08/07/2019	
3	100% 422	06/10/18/18	
2	100% 097	05/02/18	
1	100% 001	03/22/18	

NO.	REVISIONS	BY	DATE
1	CONDUIT RUN		
2	CONDUIT		
3	CONDUIT, RGS, 3/4"		
4	CONDUIT, EXISTING		
5	ROADWAY LIGHTING, EXISTING POLE		
6	ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT		
7	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 48" POLE, CTB MOUNTING		
8	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" POLE, CTB MOUNTING		
9	ROADWAY LIGHTING DEMO TO REMAIN		

NO.	REVISIONS	BY	DATE
1	CONDUIT		
2	CONDUIT, RGS, 3/4"		
3	CONDUIT, EXISTING		
4	ROADWAY LIGHTING, EXISTING POLE		
5	ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT		
6	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 48" POLE, CTB MOUNTING		
7	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" POLE, CTB MOUNTING		
8	ROADWAY LIGHTING DEMO TO REMAIN		

NO.	REVISIONS	BY	DATE
1	CONDUIT		
2	CONDUIT, RGS, 3/4"		
3	CONDUIT, EXISTING		
4	ROADWAY LIGHTING, EXISTING POLE		
5	ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT		
6	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 48" POLE, CTB MOUNTING		
7	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" POLE, CTB MOUNTING		
8	ROADWAY LIGHTING DEMO TO REMAIN		

NO.	REVISIONS	BY	DATE
1	CONDUIT		
2	CONDUIT, RGS, 3/4"		
3	CONDUIT, EXISTING		
4	ROADWAY LIGHTING, EXISTING POLE		
5	ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT		
6	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 48" POLE, CTB MOUNTING		
7	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" POLE, CTB MOUNTING		
8	ROADWAY LIGHTING DEMO TO REMAIN		

NO.	REVISIONS	BY	DATE
1	CONDUIT		
2	CONDUIT, RGS, 3/4"		
3	CONDUIT, EXISTING		
4	ROADWAY LIGHTING, EXISTING POLE		
5	ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT		
6	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 48" POLE, CTB MOUNTING		
7	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" POLE, CTB MOUNTING		
8	ROADWAY LIGHTING DEMO TO REMAIN		

NO.	REVISIONS	BY	DATE
1	CONDUIT		
2	CONDUIT, RGS, 3/4"		
3	CONDUIT, EXISTING		
4	ROADWAY LIGHTING, EXISTING POLE		
5	ROADWAY LIGHTING, EXISTING POLE, 1-LED RETROFIT		
6	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 48" POLE, CTB MOUNTING		
7	ROADWAY LIGHTING, EXISTING POLE, 250W EQUIVALENT, 38" POLE, CTB MOUNTING		
8	ROADWAY LIGHTING DEMO TO REMAIN		



Match Line STA 3250+00.00 (288CL)

Match Line STA 3260+00.00 (288CL)

- NOTES**
- ALL CONDUIT AND GROUND BOXES ARE TO BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  - GROUND BOXES SHOWN AT THE HIGH END OF THE BRIDGE SHOULD BE SHOWN ON THE LOW END AS SHOWN ON THE DETAIL HMIF (1)-98.
  - POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  - EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
  - FIELD VERIFICATION OF REBAR LOCATIONS REQUIRED PRIOR TO LIGHTING ON BRIDGE STRUCTURES.
  - REFER TO L13A FOR CONDUIT TO SHOULDER MOUNTED POLES.





**RECORD DRAWING**

SH 288

**TOLL LANE'S PROJECT**

**ILLUMINATION LAYOUT**

SH 288

(SEGMENTS 5 & 6)

SH 288-01A-000-00

PACKAGE 0, 8, 07

FED. PROJ. NO.	FEDERAL AID PROJECT NO.	SHEET NO.	TOTAL SHEETS
		6	1067
STATE	COUNTY	HOU	HARRIS
CONTRACT	SECTION	JOB	0598 01 092, etc SH 288

**Exhibit 8 - Roadway Lighting Work**  
 Overhead roadway lighting in the median of the Project's Toll Lanes





3	INDC 422	03/10/18/18
2	EDC 043	06/06/18/18
1	INDC 027	08/02/2017
	REV	REVISIONS
		BY DATE

**LEGEND**  
 HIGH MAST ILLUMINATION AS  
 ALIGNMENT  
 ILLUMINATION ASSEMBLY TO BE REMOVED  
 ROADWAY LIGHTING 150W EQUIVALENT LED, 30' POLE, TRANSFORMER BASE  
 ROADWAY LIGHTING 250W EQUIVALENT LED, 40' POLE, TRANSFORMER BASE  
 ROADWAY LIGHTING 250W EQUIVALENT LED, 48' POLE, CTB MOUNTING  
 ROADWAY LIGHTING 250W EQUIVALENT LED, 38' POLE, CTB MOUNTING  
 ROADWAY LIGHTING DEMO  
 EXISTING ROADWAY LIGHTING TO REMAIN  
 EXISTING UP LIGHTING 150W EQUIVALENT LED  
 EXISTING UP LIGHTING 150W EQUIVALENT LED  
 PROPOSED ELECTRICAL SERVICE 240/480V  
 EXISTING ELECTRICAL SERVICE 240/480V  
 EXISTING ELECTRICAL SERVICE  
 FUSED DISCONNECT  
 PROPOSED GROUND BOX  
 EXISTING GROUND BOX  
 JUNCTION BOX

CONDUIT RUN  
 CONDUIT  
 CONDUIT, RGS, 3/4"  
 CONDUIT, EXISTING  
 ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE  
 ROADWAY LIGHTING, EXISTING POLE  
 250W EQUIVALENT LED, 38' POLE, SHOE BASE MOUNTING

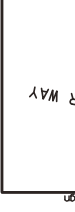
NOTES  
 1. ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.  
 2. GROUND BOXES SHOWN AT THE HIGH MAST WITHIN THE RPD ARE TO BE SHOWN ON TXDOT DETAIL HM1F(1)-98.  
 3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.  
 4. EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.  
 5. REFER TO 1133A FOR CONDUIT TRANSITION FROM TRAFFIC RAIL TO SHOE BASE MOUNTED POLES.

\*\*TYPE I, II, III, IV, AND V REFER TO IES DISTRIBUTION TYPE; I, I AND IV REFER TO UNDERPASS OPTICS ARRANGEMENT; SWAY SPIN ARRANGEMENTS SHALL HAVE NO OPTICAL SPIN; FOR ASYMMETRICAL ARRANGEMENT, OPTICS SHALL BE ROTATED COUNTERCLOCKWISE; FOLLOWERS (ALL ROTATION IS 0° (PARALLEL TO ROAD)  
 60° (PARALLEL TO ROAD)  
 15° SPIN  
 180° (PARALLEL TO ROAD)  
 240°  
 300°

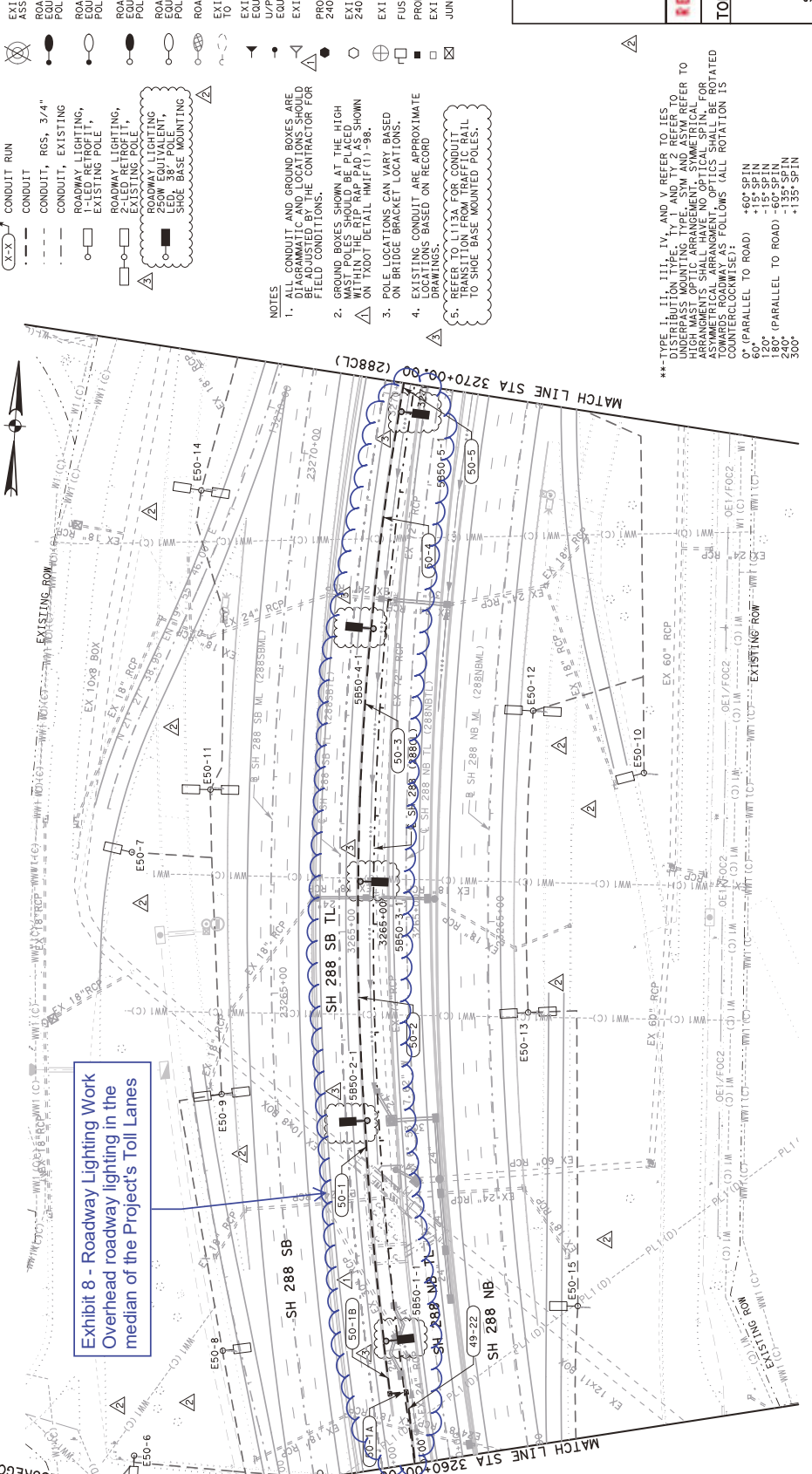
0' 25' 50' 100'  
 SCALE: 1"=100'



**RECORD DRAWING**  
**SH 288 TOLL LANES PROJECT ILLUMINATION LAYOUT**  
 (SEGMENTS 5 & 6)  
 STA 3260+00-STA 3270+00  
 PACKAGE 0. 8. 07



Texas Department of Transportation  
 SHEET 50 OF 58  
 FEDERAL AID PROJECT NO. 06050001  
 STATE DISTRICT NO. 06  
 COUNTY HARRIS  
 SHEET NO. L069  
 CONTRACT NO. 0598  
 DISTRICT 01  
 PROJECT SH 288



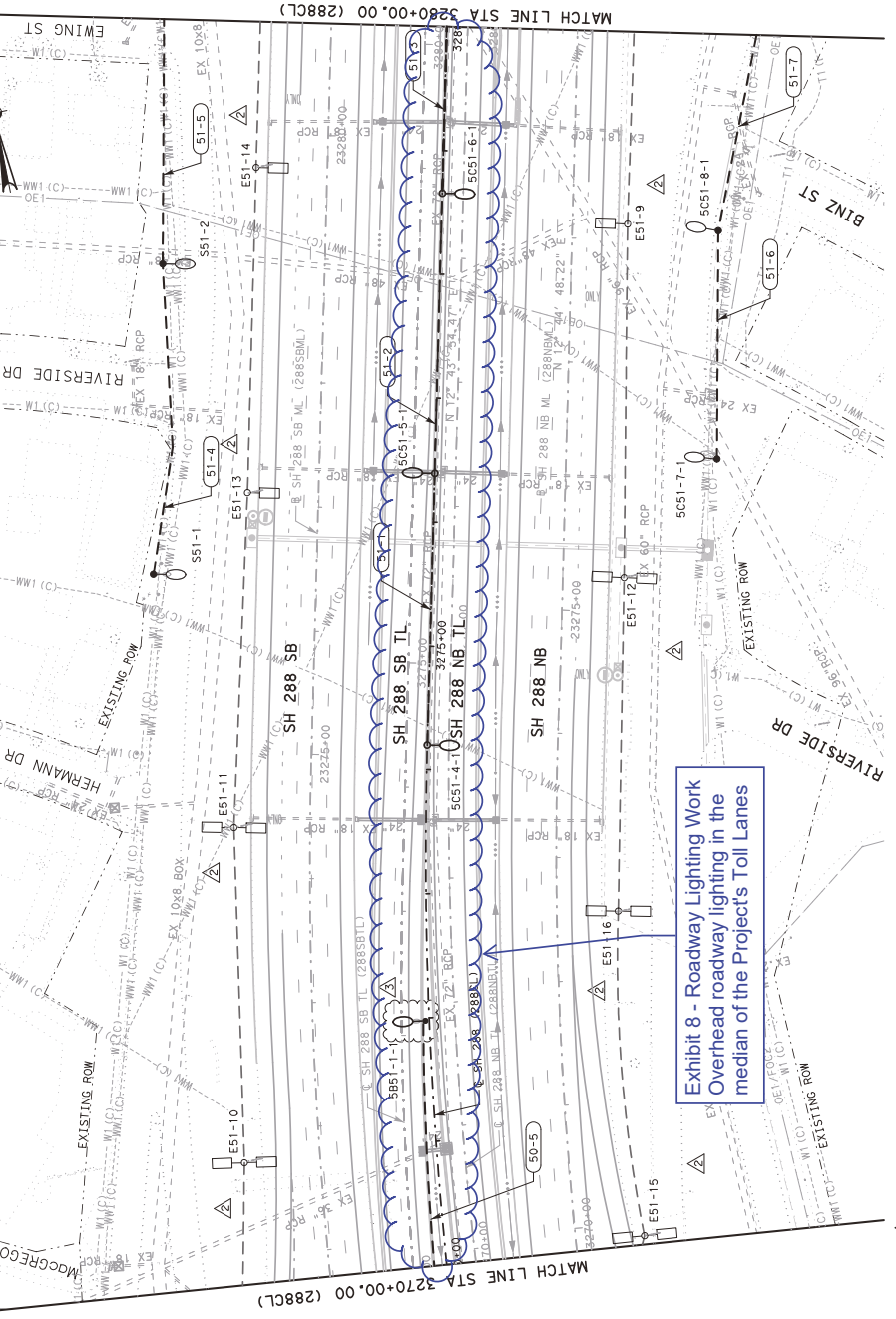
**Exhibit 8 - Roadway Lighting Work**  
 Overhead roadway lighting in the median of the Project's Toll Lanes

**ILLUMINATION STANDARD SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	150W EQUIVALENT LED, 30' POLE, TRANSFORMER BASE	1	EA
2	250W EQUIVALENT LED, 40' POLE, TRANSFORMER BASE	1	EA
3	250W EQUIVALENT LED, 48' POLE, CTB MOUNTING	1	EA
4	250W EQUIVALENT LED, 38' POLE, CTB MOUNTING	1	EA
5	ROADWAY LIGHTING DEMO	1	EA
6	EXISTING ROADWAY LIGHTING TO REMAIN	1	EA
7	EXISTING UP LIGHTING 150W EQUIVALENT LED	1	EA
8	EXISTING UP LIGHTING 150W EQUIVALENT LED	1	EA
9	PROPOSED ELECTRICAL SERVICE 240/480V	1	EA
10	EXISTING ELECTRICAL SERVICE 240/480V	1	EA
11	EXISTING ELECTRICAL SERVICE	1	EA
12	FUSED DISCONNECT	1	EA
13	PROPOSED GROUND BOX	1	EA
14	EXISTING GROUND BOX	1	EA
15	JUNCTION BOX	1	EA

**CONDUIT AND CONDUCTOR RUNS**

CONDUIT RUN	CONDUIT TYPE	CONDUCTOR TYPE	CONDUCTOR SIZE	LENGTH (FT)	CONDUIT WEIGHT (LBS)	CONDUCTOR WEIGHT (LBS)	CONDUIT COST (\$)	CONDUCTOR COST (\$)
1	3/4" RGS	150W LED	12 AWG	100	10	10	100	100
2	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
3	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
4	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
5	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
6	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
7	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
8	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
9	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
10	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
11	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
12	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
13	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
14	3/4" RGS	250W LED	12 AWG	100	10	10	100	100
15	3/4" RGS	250W LED	12 AWG	100	10	10	100	100



3	INDC 422	03/10/18/18
2	INDC 043	05/06/16/18
1	INDC 027	08/02/23/17
REV ISONS		BY DATE
CONDUIT RUN		
- - -	CONDUIT	
- - - - -	CONDUIT, RGS, 3/4"	
—	CONDUIT, EXISTING	
○	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE	
○	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING	
○	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	

⊙	HIGH MAST ILLUMINATION AS ALIGNMENT
⊖	HIGH MAST ILLUMINATION ASSEMBLY TO BE REMOVED
●	ROADWAY LIGHTING 150W EQUIVALENT LED 30"W POLE, TRANSFORMER BASE
○	ROADWAY LIGHTING 250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE
○	ROADWAY LIGHTING 250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING
○	ROADWAY LIGHTING 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING
○	ROADWAY LIGHTING DEMO TO REMAIN
▲	EXISTING UP/LIGHTING 15W EQUIVALENT, LED RETROFIT
▲	EXISTING UP/LIGHTING 150W EQUIVALENT, LED
▲	EXISTING UP/LIGHTING 240/480V
○	PROPOSED ELECTRICAL SERVICE
○	EXISTING ELECTRICAL SERVICE
○	EXISTING ELECTRICAL SERVICE
□	FUSED DISCONNECT
■	PROPOSED GROUND BOX
■	EXISTING GROUND BOX
⊞	JUNCTION BOX

- NOTES
1. ALL CONDUIT AND GROUND BOXES ARE TO BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  2. GROUND BOXES SHOWN AT THE HIGH MAST ILLUMINATION ASSEMBLY SHOULD MATCH THE RFP AND AS SHOWN ON TXDOT DETAIL HMIF (1)-98.
  3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  4. EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
  5. REFER TO 1113A FOR CONDUIT TRANSITION FROM TRAFFIC RAIL TO TRANSFORMER BASE MOUNTED

**LEGEND**

⊙	HIGH MAST ILLUMINATION AS ALIGNMENT
⊖	HIGH MAST ILLUMINATION ASSEMBLY TO BE REMOVED
●	ROADWAY LIGHTING 150W EQUIVALENT LED 30"W POLE, TRANSFORMER BASE
○	ROADWAY LIGHTING 250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE
○	ROADWAY LIGHTING 250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING
○	ROADWAY LIGHTING 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING
○	ROADWAY LIGHTING DEMO TO REMAIN
▲	EXISTING UP/LIGHTING 15W EQUIVALENT, LED RETROFIT
▲	EXISTING UP/LIGHTING 150W EQUIVALENT, LED
▲	EXISTING UP/LIGHTING 240/480V
○	PROPOSED ELECTRICAL SERVICE
○	EXISTING ELECTRICAL SERVICE
○	EXISTING ELECTRICAL SERVICE
□	FUSED DISCONNECT
■	PROPOSED GROUND BOX
■	EXISTING GROUND BOX
⊞	JUNCTION BOX

0' 25' 50' 100'  
SCALE: 1"=100'



**RECORD DRAWING**

**SH 288 TOLL LANES PROJECT ILLUMINATION LAYOUT**

SH 288 (SEGMENTS 5 & 6)  
STA 3270+00-STA 3280+00  
PACKAGE O. 8. 07

BIG-ONE	
ALMERA-GERDA	
Stantec	
Texas Department of Transportation	
SHEET NO.	SHEET 51 OF 58
FEDERAL AID PROJECT NO.	
STATE	TEXAS
COUNTY	HARRIS
CITY	
JOB	
CONTRACT	0598 01
SECTION	092, etc SH 288

**CONDUIT AND CONDUCTOR RUNS**

CONDUIT	TYPE	SIZE	LENGTH	UNITS	CONDUCTOR	SIZE	LENGTH	UNITS
1	250W	1/2"	400	FT	250W	14AWG	400	FT
2	150W	3/4"	400	FT	150W	14AWG	400	FT

\*\* TYPE I, II, III, IV, AND V REFER TO IES DISTRIBUTION TYPE. TYPE I AND TYPE 2 REFER TO UNDERPASS MOUNTING. TYPE III, IV, AND V REFER TO ROADWAY MOUNTING. ALL SPIN AND ASYM REFER TO ARRANGEMENTS SHALL HAVE NO OPTICAL SPIN. ASYMMETRICAL ARRANGEMENT, OPTICS SHALL BE ROTATED COMMERCIAL SEAS. ALL ROTATION IS  
0° (PARALLEL TO ROAD) +60° SPIN  
60° (PARALLEL TO ROAD) +15° SPIN  
120° (PARALLEL TO ROAD) -15° SPIN  
240° -135° SPIN  
300° -135° SPIN

**ILLUMINATION STANDARD SCHEDULE**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	250W EQUIVALENT LED, 48" POLE, CTB MOUNTING	UNIT	16
2	150W EQUIVALENT LED, 30" POLE, TRANSFORMER BASE	UNIT	16

NO.	REVISIONS	BY	DATE
4	IND. 581		06/11/2019
3	ED. 095		05/04/2019
2	IND. 097		04/02/2019
1	IND. 099		03/22/2019

**LEGEND**

HIGH MAST ILLUMINATION AS ALIGNMENT

HIGH MAST ILLUMINATION ASSEMBLY TO BE REMOVED

ROADWAY LIGHTING 150"W EQUIVALENT LED, 30"W POLE, TRANSFORMER BASE

ROADWAY LIGHTING 250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE

ROADWAY LIGHTING 250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING

ROADWAY LIGHTING 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING

ROADWAY LIGHTING DEMO TO REMAIN

EXISTING ROADWAY LIGHTING

EXISTING U/P LIGHTING 15K EQUIVALENT, LED RETROFIT

EXISTING U/P LIGHTING 150W EQUIVALENT, LED

EXISTING U/P LIGHTING

PROPOSED ELECTRICAL SERVICE 240/480V

EXISTING ELECTRICAL SERVICE 240/480V

EXISTING ELECTRICAL SERVICE

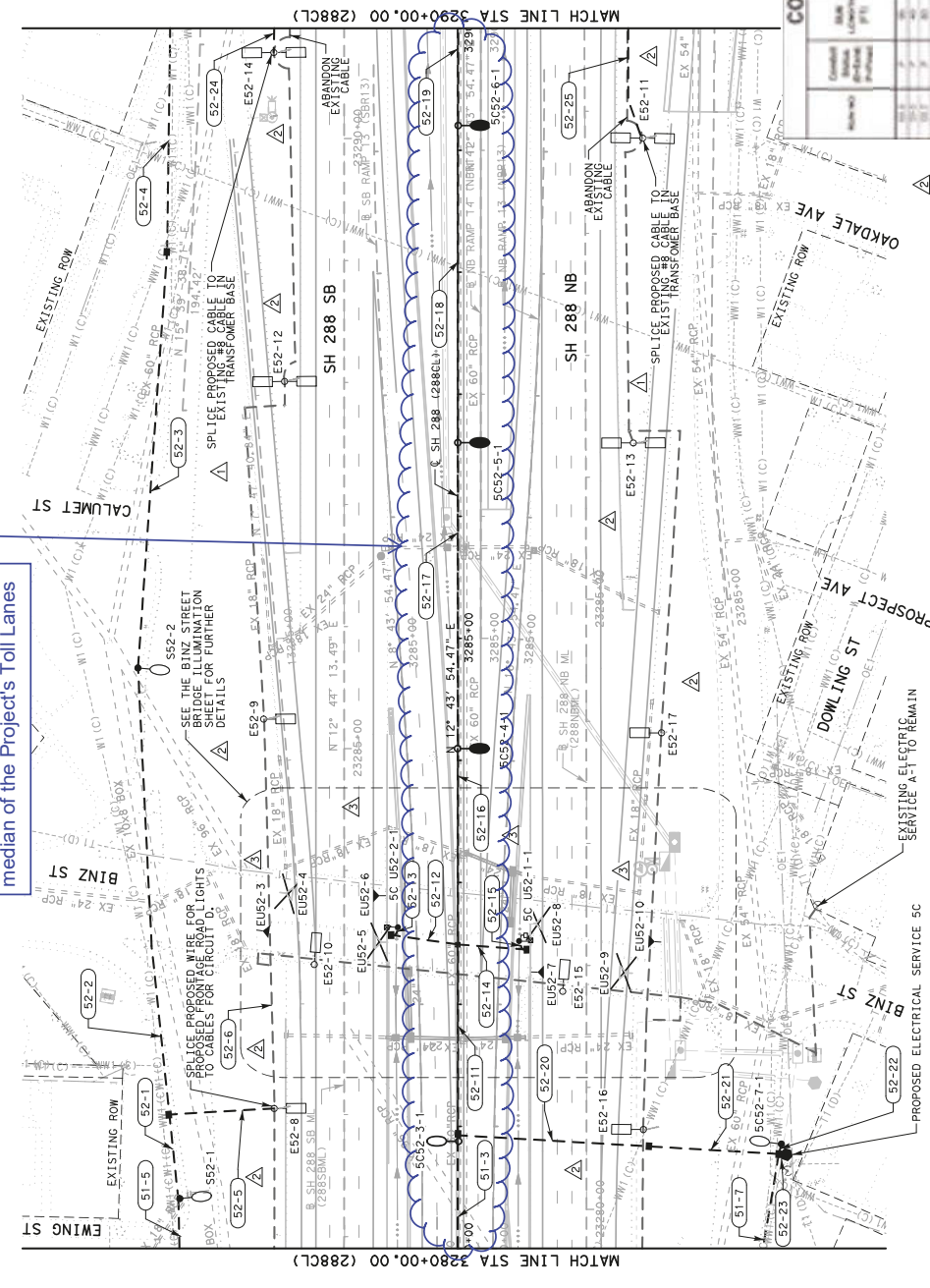
FUSED DISCONNECT

PROPOSED GROUND BOX

EXISTING GROUND BOX

JUNCTION BOX

Exhibit 8 - Roadway Lighting Work  
Overhead roadway lighting in the median of the Project's Toll Lanes



- NOTES**
- ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  - GROUND BOXES SHOWN AT THE HIGH END OF THE RAMP SHALL BE SHOWN ON TXDOT DETAIL HM1F(1)-98.
  - POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  - EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
  - CONTRACTOR TO FIELD VERIFY EXISTING CABLE IN RUNS 52-24 THROUGH 52-25. FIELD CONDITIONS DO NOT MATCH PLANS.

0' 25' 50' 100'

SCALE: 1"=100'



**RECORD DRAWING**

**SH 288 TOLL LANES PROJECT ILLUMINATION LAYOUT SH 288 (SEGMENTS 5 & 6) STA 3280+00-STA 3290+00 PACKAGE 0. 8. 07**

**ILLUMINATION STANDARD SCHEDULE**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
150"W EQUIVALENT LED, 30"W POLE, TRANSFORMER BASE	1	100.00	100.00
250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE	1	150.00	150.00
250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING	1	200.00	200.00
250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	1	180.00	180.00
ROADWAY LIGHTING DEMO TO REMAIN	1	0.00	0.00
EXISTING ROADWAY LIGHTING	1	0.00	0.00
EXISTING U/P LIGHTING 15K EQUIVALENT, LED RETROFIT	1	0.00	0.00
EXISTING U/P LIGHTING 150W EQUIVALENT, LED	1	0.00	0.00
EXISTING U/P LIGHTING	1	0.00	0.00
PROPOSED ELECTRICAL SERVICE 240/480V	1	0.00	0.00
EXISTING ELECTRICAL SERVICE 240/480V	1	0.00	0.00
EXISTING ELECTRICAL SERVICE	1	0.00	0.00
FUSED DISCONNECT	1	0.00	0.00
PROPOSED GROUND BOX	1	0.00	0.00
EXISTING GROUND BOX	1	0.00	0.00
JUNCTION BOX	1	0.00	0.00

NO.	REVISIONS	BY	DATE
4	IND. 581		06/11/2019
3	ED. 095		05/04/2019
2	IND. 097		04/02/2019
1	IND. 099		03/22/2019

**ILLUMINATION STANDARD SCHEDULE**

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
150"W EQUIVALENT LED, 30"W POLE, TRANSFORMER BASE	1	100.00	100.00
250W EQUIVALENT, LED, 40" POLE, TRANSFORMER BASE	1	150.00	150.00
250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING	1	200.00	200.00
250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING	1	180.00	180.00
ROADWAY LIGHTING DEMO TO REMAIN	1	0.00	0.00
EXISTING ROADWAY LIGHTING	1	0.00	0.00
EXISTING U/P LIGHTING 15K EQUIVALENT, LED RETROFIT	1	0.00	0.00
EXISTING U/P LIGHTING 150W EQUIVALENT, LED	1	0.00	0.00
EXISTING U/P LIGHTING	1	0.00	0.00
PROPOSED ELECTRICAL SERVICE 240/480V	1	0.00	0.00
EXISTING ELECTRICAL SERVICE 240/480V	1	0.00	0.00
EXISTING ELECTRICAL SERVICE	1	0.00	0.00
FUSED DISCONNECT	1	0.00	0.00
PROPOSED GROUND BOX	1	0.00	0.00
EXISTING GROUND BOX	1	0.00	0.00
JUNCTION BOX	1	0.00	0.00

DATE: 11/19/2019 10:13:33 AM  
Pen Tool: Corridor Illumination Plan.tbl  
Project: 413B9D3666044714043B567C03A00CF4D2

**LEGEND**

- HIGH MAST ILLUMINATION AS SHOWN TO BE REMOVED
- HIGH MAST ILLUMINATION AS SHOWN TO BE REMOVED
- ALIGNMENT
- CONDUIT RUN
- CONDUIT, RGS, 3/4"
- CONDUIT, EXISTING
- ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
- ROADWAY LIGHTING, 250W EQUIVALENT, LED, 30"W POLE, TRANSFORMER BASE
- ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40"W POLE, TRANSFORMER BASE
- ROADWAY LIGHTING, 250W EQUIVALENT, LED, 48"W POLE, CTB MOUNTING
- ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38"W POLE, CTB MOUNTING
- ROADWAY LIGHTING DEMO TO REMAIN
- EXISTING ROADWAY LIGHTING
- EXISTING U/P LIGHTING 15K EQUIVALENT, LED RETROFIT
- EXISTING U/P LIGHTING 150W EQUIVALENT, LED
- EXISTING U/P LIGHTING
- PROPOSED ELECTRICAL SERVICE
- EXISTING ELECTRICAL SERVICE
- EXISTING ELECTRICAL SERVICE
- FUSED DISCONNECT
- PROPOSED GROUND BOX
- EXISTING GROUND BOX
- JUNCTION BOX
- TRANSFORMER
- SCALE: 1"=100'

- NOTES
- ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  - GROUND BOXES SHOWN AT THE HIGH MAST LOCATIONS SHOULD BE ADJUSTED WITHIN THE RIP/RAP PAD AS SHOWN ON TXDOT DETAIL TM1F(1)-98.
  - POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  - EXISTING CONDUIT ARE APPROXIMATE DRAWINGS.
  - FIELD VERIFICATION OF REBAR LOCATIONS REQUIRED PRIOR TO INSTALLATION OF UNDERPASS LIGHTING ON BRIDGE STRUCTURES.
  - TRANSITION TO EMBEDDED CONDUIT AND PULLBOX IN RAIL. SEE DETAIL ON L113A.
  - LOCATE EXISTING CONDUIT AND TIE-IN TO EXISTING #8 CABLES IN PROPOSED GROUND BOX.

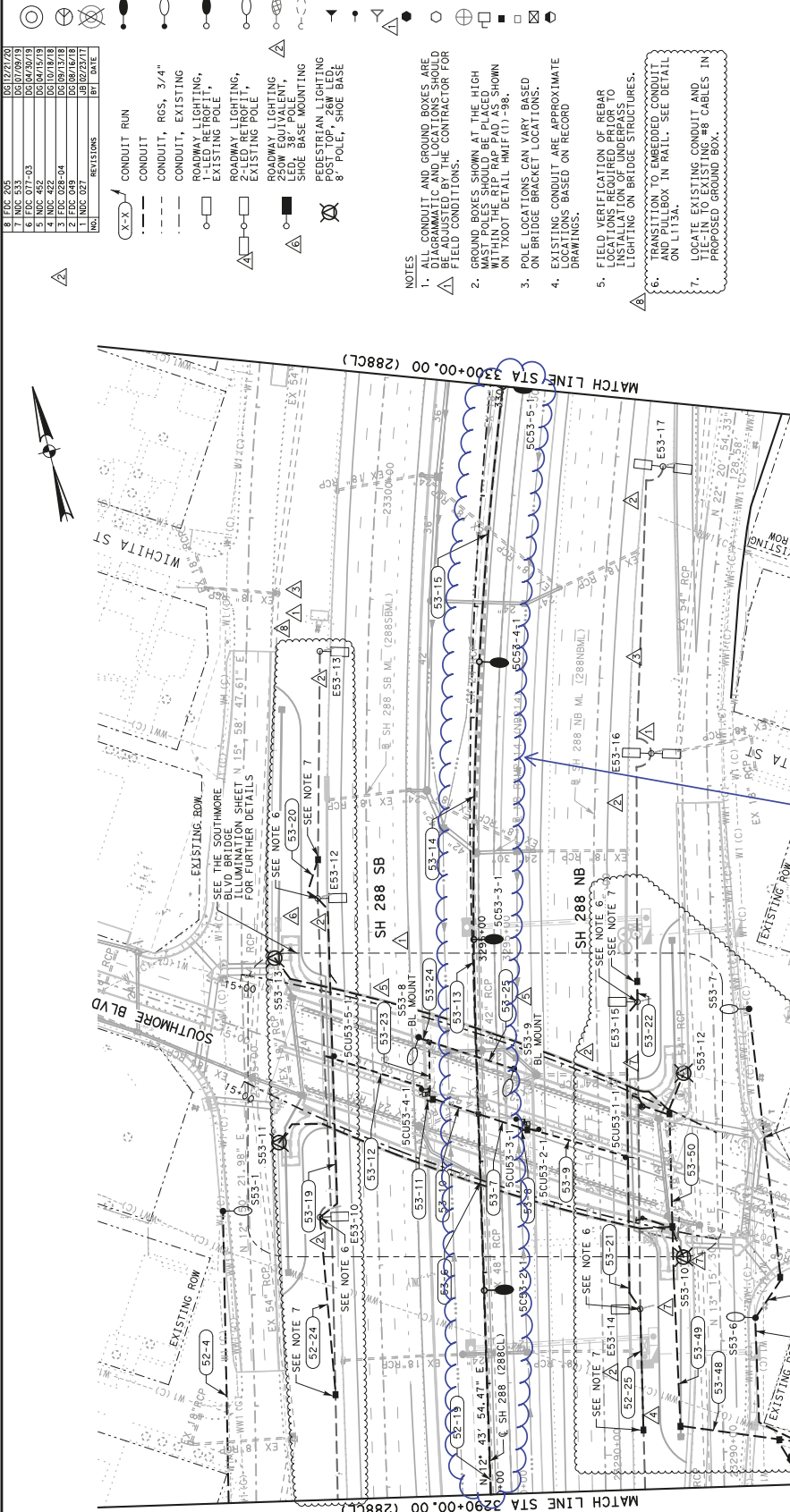


**RECORD DRAWING**

SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENTS 5 & 6)  
 STA 3290+00-STA 3300+00  
 PACKAGE 0. 8. 07



STATE	TX	COUNTY	HARRIS
CITY	HOU	SECTION	01
PROJECT NO.	0598	SHEET NO.	LOT2
DATE	01/08/2021	SCALE	AS SHOWN



**ILLUMINATION STANDARD SCHEDULE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	CONDUIT, RGS, 3/4"	1000	LINEAL FEET
2	CONDUIT, EXISTING	500	LINEAL FEET
3	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE	100	POINTS
4	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 30"W POLE, TRANSFORMER BASE	100	POINTS
5	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40"W POLE, TRANSFORMER BASE	100	POINTS
6	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 48"W POLE, CTB MOUNTING	100	POINTS
7	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38"W POLE, CTB MOUNTING	100	POINTS
8	ROADWAY LIGHTING DEMO TO REMAIN	100	POINTS
9	EXISTING ROADWAY LIGHTING	100	POINTS
10	EXISTING U/P LIGHTING 15K EQUIVALENT, LED RETROFIT	100	POINTS
11	EXISTING U/P LIGHTING 150W EQUIVALENT, LED	100	POINTS
12	EXISTING U/P LIGHTING	100	POINTS
13	PROPOSED ELECTRICAL SERVICE	100	POINTS
14	EXISTING ELECTRICAL SERVICE	100	POINTS
15	EXISTING ELECTRICAL SERVICE	100	POINTS
16	FUSED DISCONNECT	100	POINTS
17	PROPOSED GROUND BOX	100	POINTS
18	EXISTING GROUND BOX	100	POINTS
19	JUNCTION BOX	100	POINTS
20	TRANSFORMER	100	POINTS

**Exhibit 8 - Roadway Lighting Work**  
 Overhead roadway lighting in the median of the Projects Toll Lanes

\*\*\* TYPE ILLUMINATION, AND REFER TO LIES TO UNDERPASS MOUNTING TYPE, SYM AND ASYM REFER TO HIGH MAST OPTIC ARRANGEMENT, SYMMETRICAL FOR ASYMMETRICAL ARRANGEMENT, OPTICS SHALL BE ROTATED TOWARDS ROADWAY AS FOLLOWS (ALL ROTATION IS COUNTERCLOCKWISE):

- 0° (PARALLEL TO ROAD)
- +60° SPIN
- +15° SPIN
- 15° SPIN
- 60° SPIN
- +135° SPIN
- 300°

2	1002	205	05/12/21
1	1002	583	REV. 1
1	1002	077	REV. 1
1	1002	077	REV. 1
1	1002	077	REV. 1

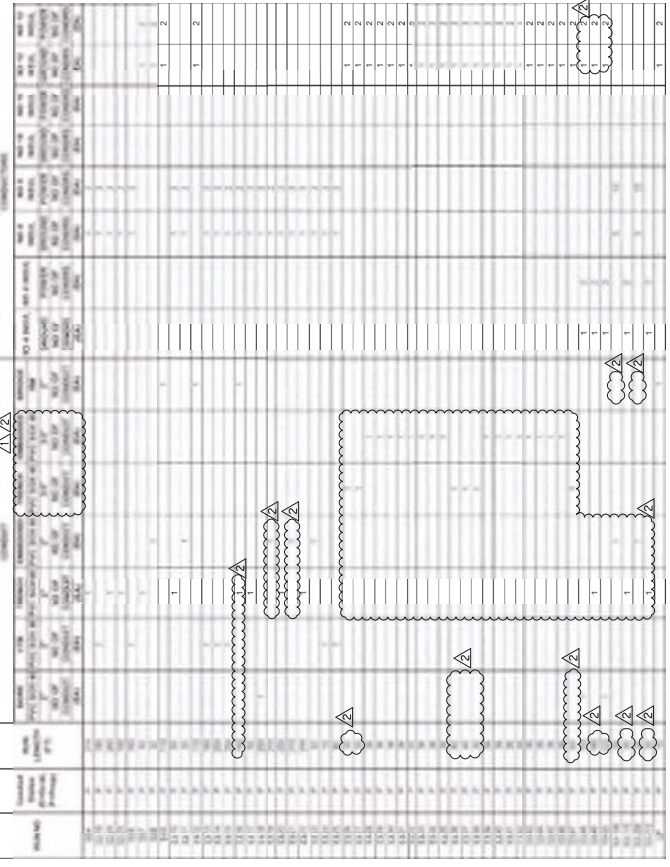
DECISIONS

**LEGEND**

- HIGH MAST ILLUMINATION ASSEMBLY TO BE REMOVED
- HIGH MAST ILLUMINATION ASSEMBLY TO REMAIN
- ROADWAY LIGHTING 150W EQUIVALENT LED, 30'W POLE, TRANSFORMER BASE
- ROADWAY LIGHTING 250W EQUIVALENT LED, 40'W POLE, TRANSFORMER BASE
- ROADWAY LIGHTING 250W EQUIVALENT LED, 48'W POLE, CTB MOUNTING
- ROADWAY LIGHTING 250W EQUIVALENT LED, 38'W POLE, CTB MOUNTING
- ROADWAY LIGHTING DEMO TO REMAIN
- EXISTING ROADWAY LIGHTING
- EXISTING U/P LIGHTING 150W EQUIVALENT, LED RETROFIT
- EXISTING U/P LIGHTING 150W EQUIVALENT, LED
- EXISTING U/P LIGHTING
- PROPOSED ELECTRICAL SERVICE
- EXISTING ELECTRICAL SERVICE
- EXISTING ELECTRICAL SERVICE
- FUSED DISCONNECT
- PROPOSED GROUND BOX
- EXISTING GROUND BOX
- JUNCTION BOX

- CONDUIT RUN
- CONDUIT
- CONDUIT, 6GS, 3/4"
- CONDUIT, EXISTING
- ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
- ROADWAY LIGHTING, EXISTING POLE
- ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, SHOE BASE MOUNTING

**CONDUIT AND CONDUCTOR RUNS**



**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION LAYOUT  
 SH 288  
 (SEGMENTS 5 & 6)  
 STA 3290+00-STA 3300+00  
 PACKAGE 0. 8. 07



Texas Department of Transportation	
FEDERAL AID PROJECT NO.	SH 288
SHEET NO.	58
PROJECT NO.	1072A
STATE	TEXAS
COUNTY	HARRIS
SECTION	01
DATE	05/12/21

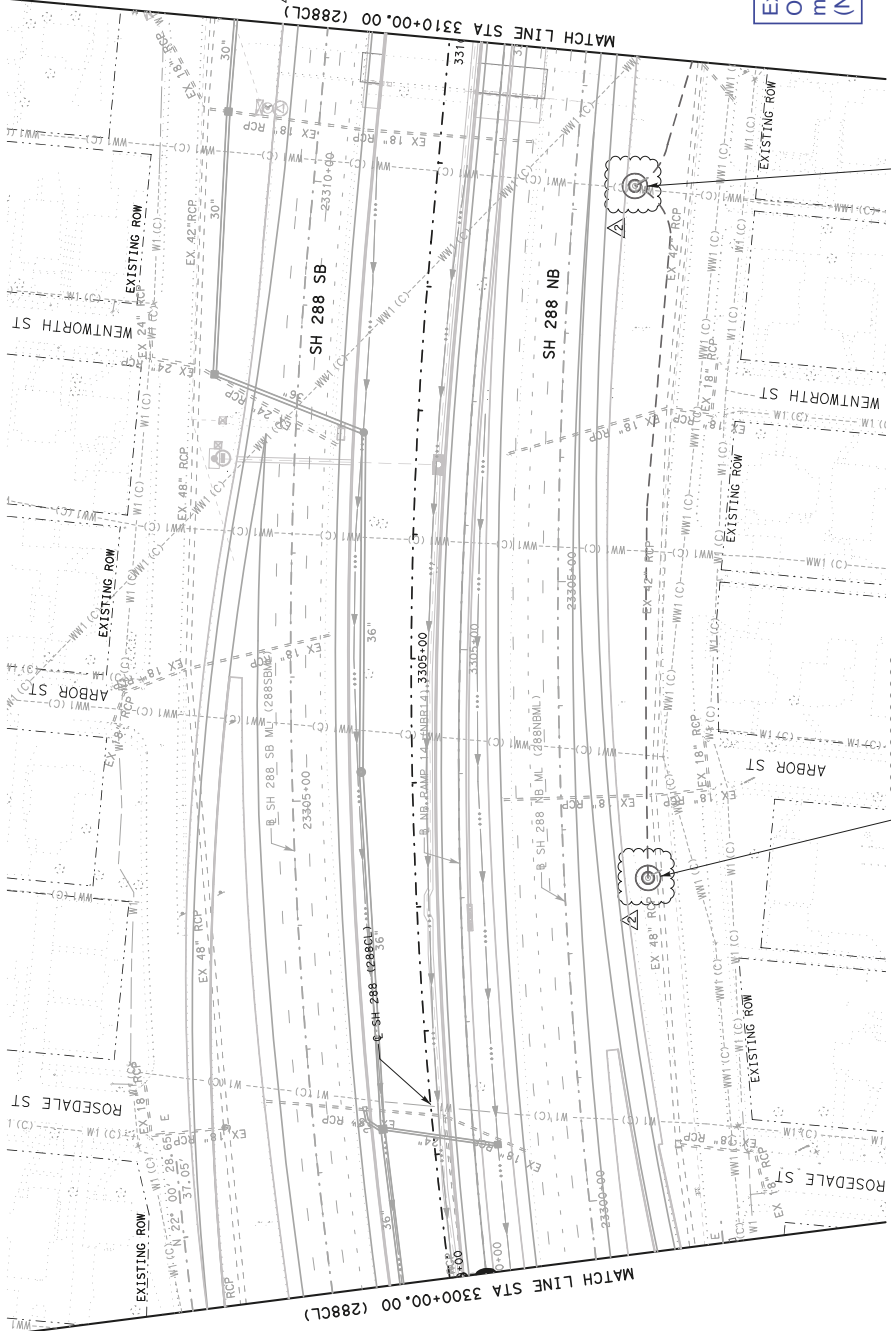
**LEGEND**

- HIGH MAST ILLUMINATION AS SHOWN TO REMAIN
- ALIGNMENT
- ILLUMINATION AS SHOWN TO BE REMOVED
- ROADWAY LIGHTING 150'W EQUIVALENT LED, 30" POLE, TRANSFORMER BASE
- ROADWAY LIGHTING 250'W EQUIVALENT LED, 40" POLE, TRANSFORMER BASE
- ROADWAY LIGHTING 250'W EQUIVALENT LED, 48" POLE, CTB MOUNTING
- ROADWAY LIGHTING 250'W EQUIVALENT LED, 38" POLE, CTB MOUNTING
- ROADWAY LIGHTING DEMO TO REMAIN
- EXISTING UP/LIGHTING 15' EQUIVALENT, LED RETROFIT
- EXISTING UP/LIGHTING 15' EQUIVALENT, LED
- EXISTING UP/LIGHTING 15' EQUIVALENT, LED
- PROPOSED ELECTRICAL SERVICE 240/480V
- EXISTING ELECTRICAL SERVICE 240/480V
- EXISTING ELECTRICAL SERVICE
- FUSED DISCONNECT
- PROPOSED GROUND BOX
- EXISTING GROUND BOX
- JUNCTION BOX

2	EDC 043	06/06/16	18
1	INDC 027	06/22/17	21
REVISONS			
(X-X)	CONDUIT RUN		
---	CONDUIT		
---	CONDUIT, 6/5, 3/4"		
---	CONDUIT, EXISTING		
○	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE		
○	ROADWAY LIGHTING, EXISTING POLE		

NOTES

- ALL CONDUIT AND GROUND BOXES ARE TO BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
- GROUND BOXES SHOWN AT THE HIGH MAST ILLUMINATION AS SHOWN WITHIN THE RCP SHALL BE SHOWN ON TxDOT DETAIL HMIF (1)-98.
- POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
- EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.



\*\*\* TYPE III, IV, AND V REFER TO LEC UNDERPASS MOUNTING TYPE. SYM AND ASYM REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL ASYMMETRICAL ARRANGEMENT NO OPTIC SHALL BE ROTATED TOWARDS ROADWAY AS FOLLOWS (ALL ROTATION IS COUNTERCLOCKWISE):

60° (PARALLEL TO ROAD)	+60° SPIN
120°	-15° SPIN
180° (PARALLEL TO ROAD)	-60° SPIN
300°	+135° SPIN

EXISTING HIGH MAST LIGHTING (54HM-1) WITH LED

**ILLUMINATION STANDARD SCHEDULE**

ITEM	DESCRIPTION	QUANTITY	UNIT	PE
1	EXISTING HIGH MAST LIGHTING (54HM-1) WITH LED	1	EA	
2	CONDUIT RUN	1	FT	
3	CONDUIT	1	FT	
4	CONDUIT, 6/5, 3/4"	1	FT	
5	CONDUIT, EXISTING	1	FT	
6	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE	1	EA	
7	ROADWAY LIGHTING, EXISTING POLE	1	EA	



**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENTS 5 & 6)  
 STA 3300+00-STA 3310+00  
 PACKAGE 0. 8. 07



Texas Department of Transportation	
SHEET 54 OF 58	
FEDERAL AID PROJECT NO.	LOT3
STATE DISTRICT NO.	6
TEXAS COUNTY	HARRIS
CONTRACT NO.	0598
SECTION NO.	01
DATE	09/22/2018

**Exhibit 8 - Roadway Lighting Work**  
 Overhead roadway lighting in the median of the Project's Toll Lanes  
 (None on this page)

**LEGEND**

- HIGH MAST ILLUMINATION AS SHOWN TO REMAIN
- HIGH MAST ILLUMINATION AS SHOWN TO BE REMOVED
- ROADWAY LIGHTING 150W EQUIVALENT, LED, 30'W POLE, TRANSFORMER BASE
- ROADWAY LIGHTING 250W EQUIVALENT, LED, 40'W POLE, TRANSFORMER BASE
- ROADWAY LIGHTING 250W EQUIVALENT, LED, 48'W POLE, CTB MOUNTING
- ROADWAY LIGHTING 250W EQUIVALENT, LED, 38'W POLE, CTB MOUNTING
- ROADWAY LIGHTING DEMO TO REMAIN
- EXISTING UP/LIGHTING 15W EQUIVALENT, LED RETROFIT
- EXISTING UP/LIGHTING 150W EQUIVALENT, LED
- EXISTING UP/LIGHTING PROPOSED ELECTRICAL SERVICE
- EXISTING ELECTRICAL SERVICE
- EXISTING ELECTRICAL SERVICE
- FUSED DISCONNECT
- PROPOSED GROUND BOX
- EXISTING GROUND BOX
- JUNCTION BOX

**NOTES**

- ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
- GROUND BOXES SHOWN AT THE HIGH MAST WITH THE RCP AND AS SHOWN ON TxDOT DETAIL HM1F(1)-98.
- POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
- EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
- FIELD VERIFICATION OF REBAR LOCATIONS REQUIRED PRIOR TO INSTALLATION OF UNDERPASS LIGHTING ON BRIDGE STRUCTURES.

**ILLUMINATION STANDARD SCHEDULE**

TYPE	DESCRIPTION
I	TYPE I, III, IV, AND V REFER TO LES DISTRIBUTION TYPE AND TING REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL ARRANGEMENTS SHALL HAVE NO OPTICAL SPIN. FOR COUNTERCLOCKWISE: 0° (PARALLEL TO ROAD) 90° (PERPENDICULAR TO ROAD) 180° (PARALLEL TO ROAD) 270° (PERPENDICULAR TO ROAD) 300°
II	TYPE II, III, IV, AND V REFER TO LES DISTRIBUTION TYPE AND TING REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL ARRANGEMENTS SHALL HAVE NO OPTICAL SPIN. FOR COUNTERCLOCKWISE: 0° (PARALLEL TO ROAD) 90° (PERPENDICULAR TO ROAD) 180° (PARALLEL TO ROAD) 270° (PERPENDICULAR TO ROAD) 300°
III	TYPE III, IV, AND V REFER TO LES DISTRIBUTION TYPE AND TING REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL ARRANGEMENTS SHALL HAVE NO OPTICAL SPIN. FOR COUNTERCLOCKWISE: 0° (PARALLEL TO ROAD) 90° (PERPENDICULAR TO ROAD) 180° (PARALLEL TO ROAD) 270° (PERPENDICULAR TO ROAD) 300°
IV	TYPE IV, V REFER TO LES DISTRIBUTION TYPE AND TING REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL ARRANGEMENTS SHALL HAVE NO OPTICAL SPIN. FOR COUNTERCLOCKWISE: 0° (PARALLEL TO ROAD) 90° (PERPENDICULAR TO ROAD) 180° (PARALLEL TO ROAD) 270° (PERPENDICULAR TO ROAD) 300°
V	TYPE V REFER TO LES DISTRIBUTION TYPE AND TING REFER TO HIGH MAST OPTIC ARRANGEMENT. SYMMETRICAL ARRANGEMENTS SHALL HAVE NO OPTICAL SPIN. FOR COUNTERCLOCKWISE: 0° (PARALLEL TO ROAD) 90° (PERPENDICULAR TO ROAD) 180° (PARALLEL TO ROAD) 270° (PERPENDICULAR TO ROAD) 300°

**CONDUIT RUN**

- CONDUIT
- CONDUIT, RGS, 3/4"
- CONDUIT, EXISTING
- ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
- ROADWAY LIGHTING, EXISTING POLE

**CONDUIT RUN**

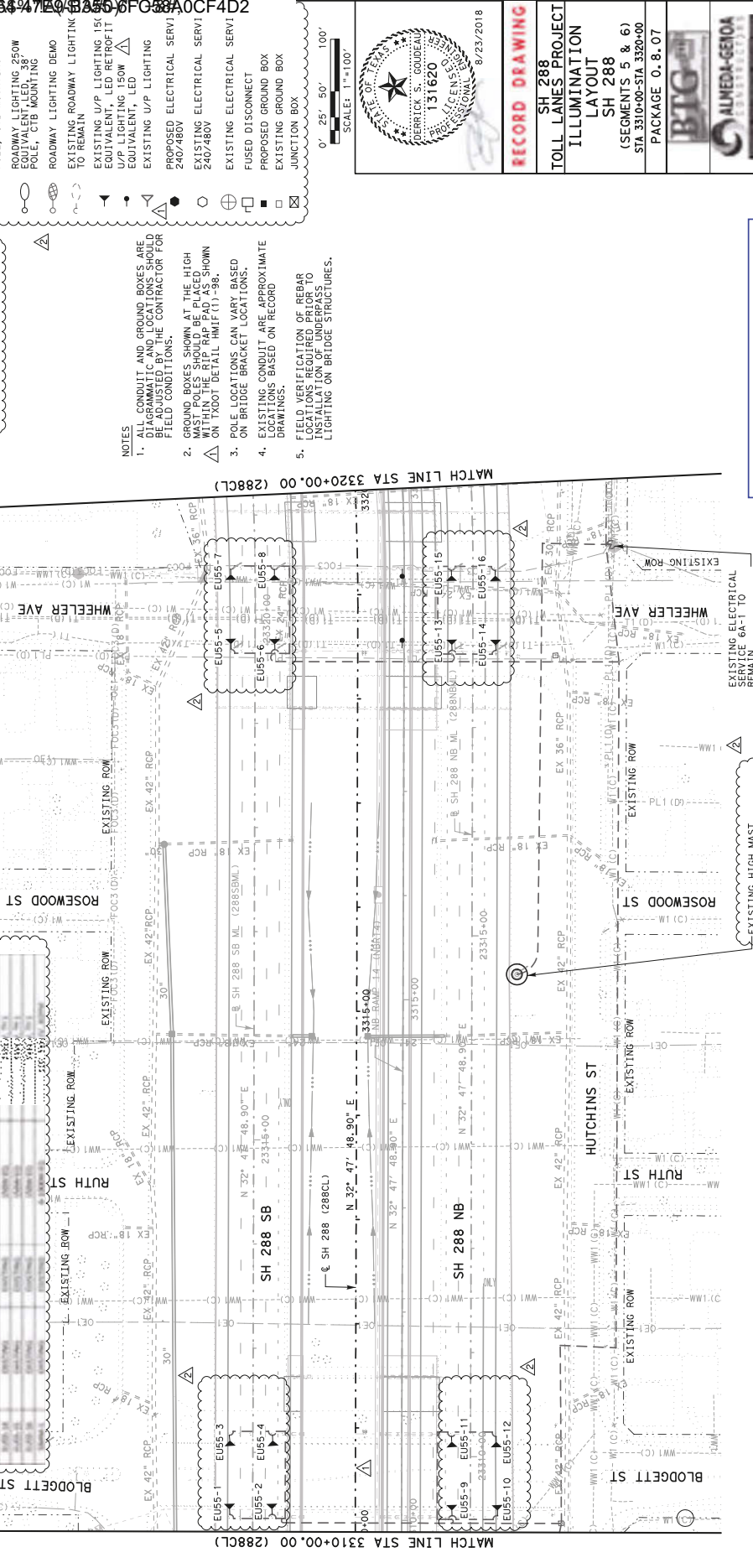
- CONDUIT
- CONDUIT, RGS, 3/4"
- CONDUIT, EXISTING
- ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
- ROADWAY LIGHTING, EXISTING POLE

**CONDUIT RUN**

- CONDUIT
- CONDUIT, RGS, 3/4"
- CONDUIT, EXISTING
- ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
- ROADWAY LIGHTING, EXISTING POLE

**CONDUIT RUN**

- CONDUIT
- CONDUIT, RGS, 3/4"
- CONDUIT, EXISTING
- ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
- ROADWAY LIGHTING, EXISTING POLE



**RECORD DRAWING**

SH 288  
TOLL LANES PROJECT  
ILLUMINATION  
LAYOUT  
SH 288  
(SEGMENTS 5 & 6)  
STA 3310+00-STA 3320+00  
PACKAGE 0. 8. 07

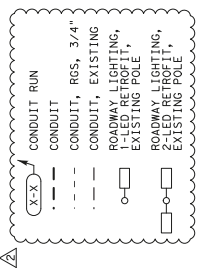
Texas Department of Transportation	
SHEET 55 OF 58	
FEDERAL AID PROJECT NO.	LOT 74
STATE DISTRICT NO.	COUNTY
TEXAS HOU	HARRIS
CONTRACT NO.	JOB NO.
0598	01
092, etc SH 288	

Exhibit 8 - Roadway Lighting Work  
Overhead roadway lighting in the  
median of the Project's Toll Lanes  
(None on this page)

DATE: 06/16/18  
 JOB: 0223271  
 REVISIONS:

2. EDC 043  
 1. MDC 027

- LEGEND**
- HIGH MAST ILLUMINATION AS SHOWN TO BE REMOVED
  - ALIGNMENT
  - CONDUIT RUN
  - CONDUIT
  - CONDUIT, 6/5, 3/4"
  - CONDUIT, EXISTING
  - ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40"
  - ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE
  - ROADWAY LIGHTING, 250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING
  - ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING
  - ROADWAY LIGHTING DEMO TO REMAIN
  - EXISTING ROADWAY LIGHTING
  - EXISTING U/P LIGHTING 15'
  - EXISTING, LED RETROFIT U/P LIGHTING 150W EQUIVALENT, LED
  - EXISTING U/P LIGHTING
  - PROPOSED ELECTRICAL SERVICE 240/480V
  - EXISTING ELECTRICAL SERVICE 240/480V
  - EXISTING ELECTRICAL SERVICE
  - FUSED DISCONNECT
  - PROPOSED GROUND BOX
  - EXISTING GROUND BOX
  - JUNCTION BOX



**NOTES**

- ALL CONDUIT AND GROUND BOXES ARE TO BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
- GROUND BOXES SHOWN AT THE HIGH MAST LIGHTING LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
- POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
- EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.
- FIELD VERIFICATION OF REBAR LOCATIONS REQUIRED PRIOR TO INSTALLATION AT BRIDGE OVERPASS LIGHTING ON BRIDGE STRUCTURES.

1. ALL CONDUIT AND GROUND BOXES ARE TO BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.

2. GROUND BOXES SHOWN AT THE HIGH MAST LIGHTING LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.

3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.

4. EXISTING CONDUIT ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.

5. FIELD VERIFICATION OF REBAR LOCATIONS REQUIRED PRIOR TO INSTALLATION AT BRIDGE OVERPASS LIGHTING ON BRIDGE STRUCTURES.

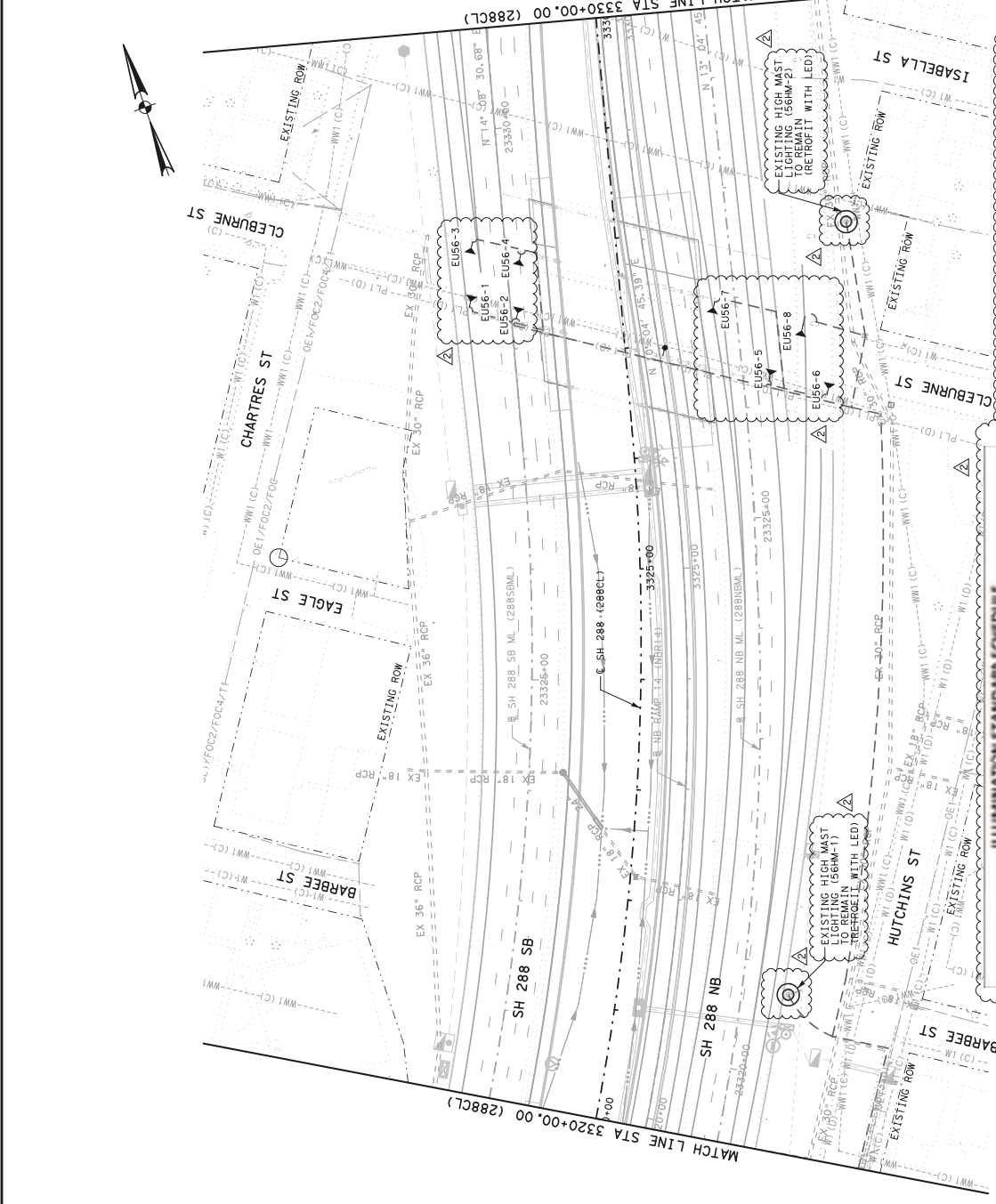


**RECORD DRAWING**

SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENTS 5 & 6)  
 STA 3320+00-STA 3330+00  
 PACKAGE 0. 8. 07

BIG		ALMEDA-CERRA		Stantec	
Texas Department of Transportation					
SHEET 56 OF 58		PROJECT NO.		LOT5	
STATE	COUNTY	SECTION	POST MILE	DATE	SCALE
TEXAS	HARRIS				
CONT.	SHEET	JOB	PROJECT	DATE	SCALE
0598	01	092, etc	SH 288		

**Exhibit 8 - Roadway Lighting Work**  
 Overhead roadway lighting in the median of the Project's Toll Lanes  
 (None on this page)



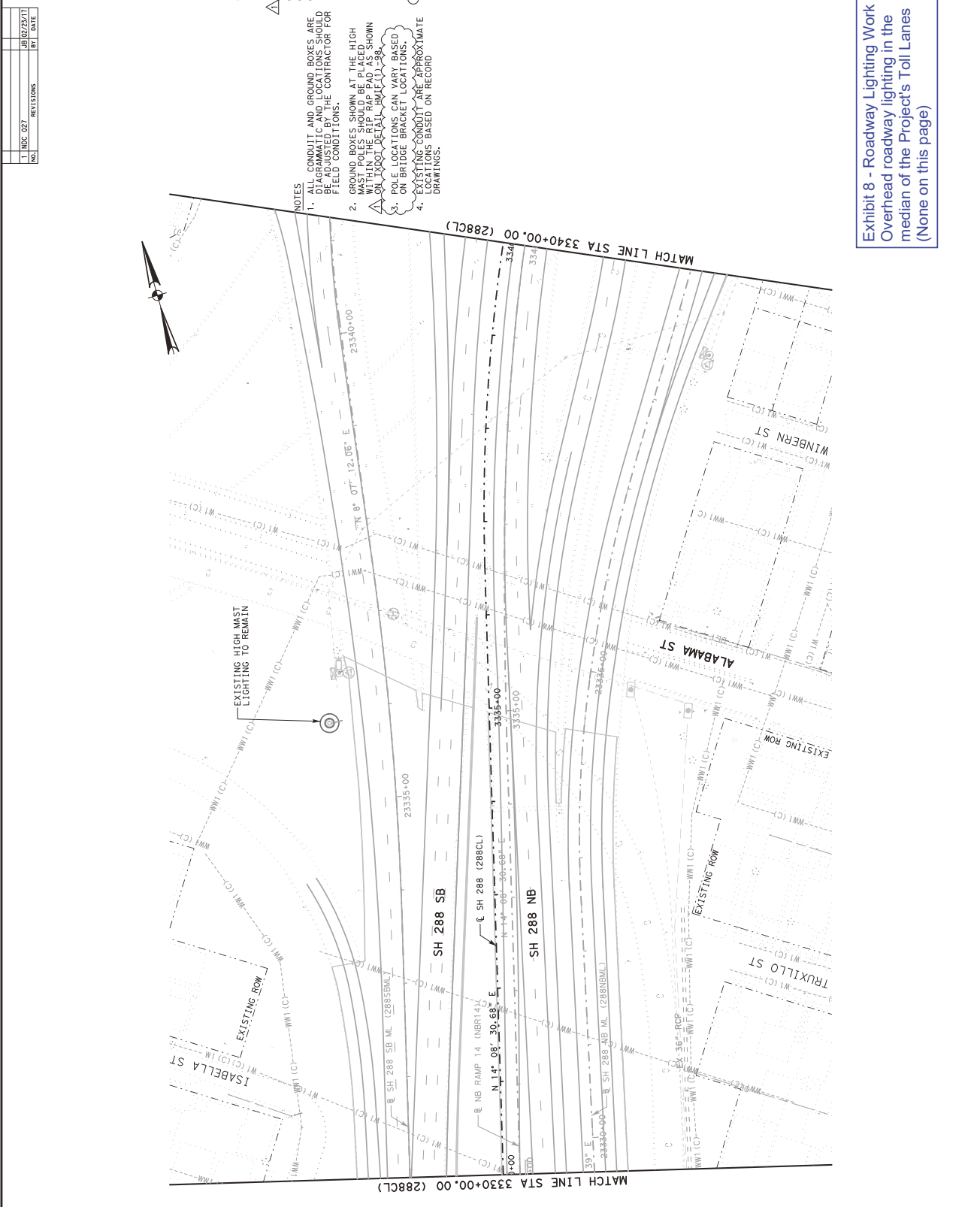
\*\*\* TYPE ILLUMINATION REFER TO LOTS 5 AND 6. REFER TO LOTS 5 AND 6 FOR UNDERPASS MOUNTING TYPE, SYM AND ASYM REFER TO HIGH MAST OPTIC ARRANGEMENT SYMMETRICAL FOR SYMMETRICAL OPTIC ARRANGEMENT ASYMMETRICAL OPTICS SHALL BE ROTATED TOWARDS ROADWAY AS FOLLOWS (ALL ROTATION IS COUNTERCLOCKWISE):

60° (PARALLEL TO ROAD)	+65° SPIN
120° (PARALLEL TO ROAD)	-15° SPIN
180° (PARALLEL TO ROAD)	-65° SPIN
240° (PARALLEL TO ROAD)	+15° SPIN
300° (PARALLEL TO ROAD)	+65° SPIN

**ILLUMINATION STANDARD SCHEDULE**

ITEM	DESCRIPTION	QUANTITY	UNIT	PRICE
1	CONDUIT, 6/5, 3/4"		LINEAL FEET	
2	CONDUIT, EXISTING		LINEAL FEET	
3	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 40"		POINTS	
4	ROADWAY LIGHTING, 1-LED RETROFIT, EXISTING POLE		POINTS	
5	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 48" POLE, CTB MOUNTING		POINTS	
6	ROADWAY LIGHTING, 250W EQUIVALENT, LED, 38" POLE, CTB MOUNTING		POINTS	
7	ROADWAY LIGHTING DEMO TO REMAIN		POINTS	
8	EXISTING ROADWAY LIGHTING		POINTS	
9	EXISTING U/P LIGHTING 15'		POINTS	
10	EXISTING, LED RETROFIT U/P LIGHTING 150W EQUIVALENT, LED		POINTS	
11	EXISTING U/P LIGHTING		POINTS	
12	PROPOSED ELECTRICAL SERVICE 240/480V		POINTS	
13	EXISTING ELECTRICAL SERVICE 240/480V		POINTS	
14	EXISTING ELECTRICAL SERVICE		POINTS	
15	FUSED DISCONNECT		POINTS	
16	PROPOSED GROUND BOX		POINTS	
17	EXISTING GROUND BOX		POINTS	
18	JUNCTION BOX		POINTS	





NO.	REVISIONS	DATE
1	ISSUE	07/22/17

- LEGEND**
- (Symbol) HIGH MAST ILLUMINATION AS ALIGNMENT
  - (Symbol) EXISTING ILLUMINATION ASSEMBLY TO BE REMOVED
  - (Symbol) ROADWAY LIGHTING 150W, HF 30' POLE, TRANSFORMER BAS
  - (Symbol) ROADWAY LIGHTING 250W, HF 40' POLE, TRANSFORMER BAS
  - (Symbol) ROADWAY LIGHTING 1-250W, HPS, 48' POLE, CTB MOUNT
  - (Symbol) ROADWAY LIGHTING 1-250W, HPS, 38' POLE, CTB MOUNT
  - (Symbol) ROADWAY LIGHTING DEMO
  - (Symbol) EXISTING ROADWAY LIGHTING TO REMAIN
  - (Symbol) U/P LIGHTING 150W, HPS EQUIVALENT LED
  - (Symbol) U/P LIGHTING 250W EQUIVALENT LED
  - (Symbol) EXISTING U/P LIGHTING
  - (Symbol) PROPOSED ELECTRICAL SERVI 240/480V
  - (Symbol) EXISTING ELECTRICAL SERVI 240/480V
  - (Symbol) EXISTING ELECTRICAL SERVI
  - (Symbol) FUSED DISCONNECT
  - (Symbol) PROPOSED GROUND BOX
  - (Symbol) EXISTING GROUND BOX
  - (Symbol) JUNCTION BOX
  - (Symbol) CONDUIT RUN
  - (Symbol) CONDUIT, RGS, 3/4"
  - (Symbol) CONDUIT, EXISTING

- NOTES**
1. ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  2. GROUND BOXES SHOWN AT THE HIGH MAST ARE TO BE ADJUSTED TO MATCH WITH THE RIP OUT TO BE SHOWN ON THE RETAIL DRAWINGS.
  3. POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  4. ALL CONDUIT AND GROUND BOX LOCATIONS ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.

CONDUIT, RGS, 3/4"  
CONDUIT, EXISTING

0' 25' 50' 100'

SCALE: 1"=100'

**RECORD DRAWING**

SH 288 TOLL LANES PROJECT ILLUMINATION LAYOUT SH 288 (SEGMENTS 5 & 6) STA 3330+00-STA 3340+00 PACKAGE 0. 8. 07

ALAMEDA-GENOA

Texas Department of Transportation SHEET 57 OF 58 FEDERAL AID PROJECT NO. 0072017-7-0271 SHEET NO. L076

STATE	TX	COUNTY	HARRIS
TEXAS HOU	NO.	SECTION	001

CONTRACT NO. 0598

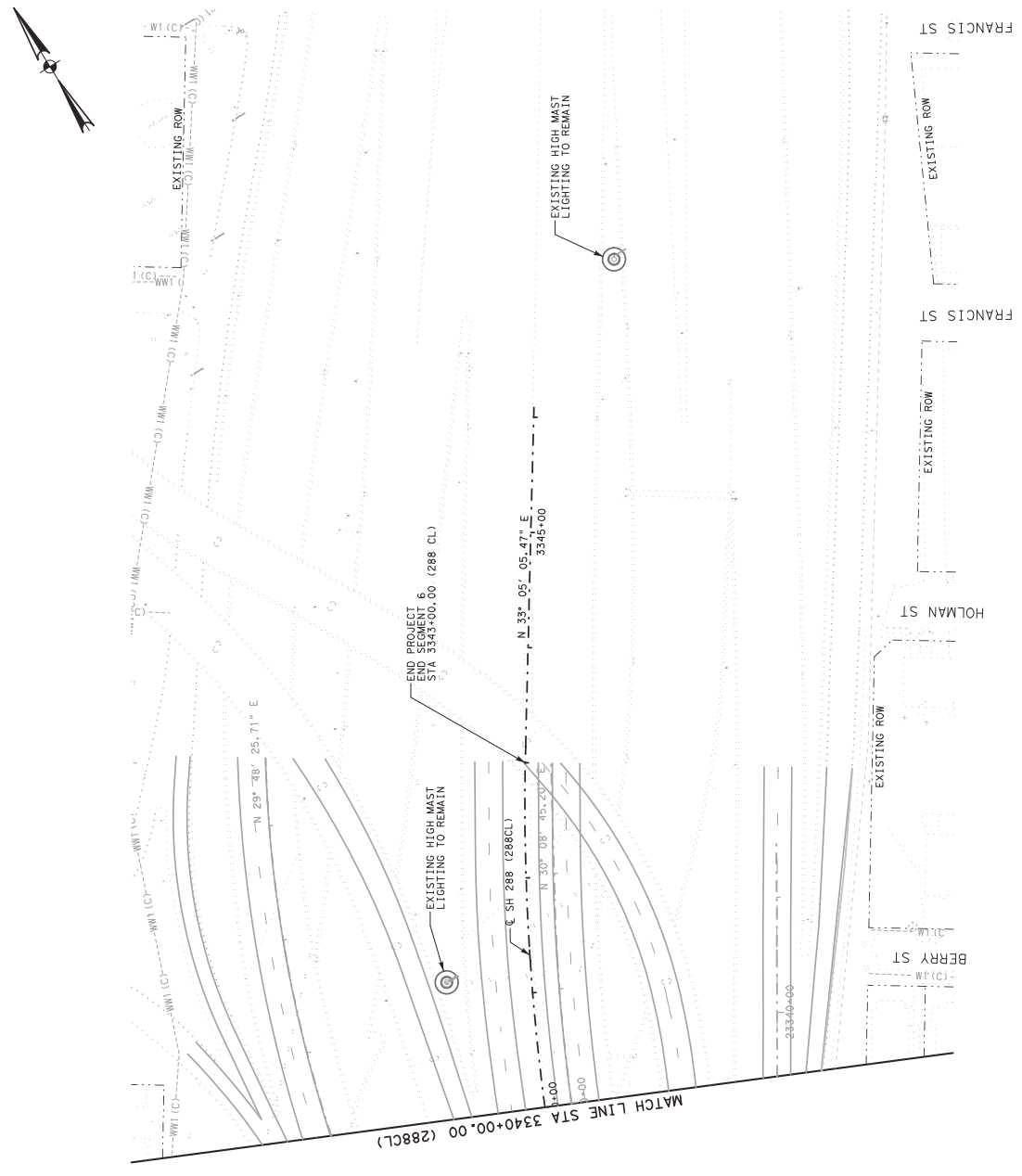
**Exhibit 8 - Roadway Lighting Work**  
Overhead roadway lighting in the median of the Project's Toll Lanes  
(None on this page)

NO.	DESCRIPTION	DATE
001	ISSUE	11/18/2016

**LEGEND**

- HIGH MAST ILLUMINATION AS ALIGNED
- EXISTING ILLUMINATION ASSEMBLY TO BE REMOVED
- ROADWAY LIGHTING 150W, HF 30' POLE, TRANSFORMER BAS
- ROADWAY LIGHTING 250W, HF 40' POLE, TRANSFORMER BAS
- ROADWAY LIGHTING 1-250W, HPS, 48' POLE, CTB MOUNT
- ROADWAY LIGHTING 1-250W, HPS, 38' POLE, CTB MOUNT
- ROADWAY LIGHTING DEMO TO REMAIN
- EXISTING ROADWAY LIGHTING TO REMAIN
- UP LIGHTING 150W, HPS EQUIVALENT LED
- EXISTING UP LIGHTING
- PROPOSED ELECTRICAL SERVI 240/480V
- EXISTING ELECTRICAL SERVI 240/480V
- EXISTING ELECTRICAL SERVI TO REMAIN
- FUSED DISCONNECT
- PROPOSED GROUND BOX
- EXISTING GROUND BOX
- JUNCTION BOX
- CONDUIT RUN
- CONDUIT RUN
- CONDUIT, RGS, 3/4"
- CONDUIT, EXISTING 0' 25' 50' 100'

- NOTES**
- ALL CONDUIT AND GROUND BOXES ARE DIAGRAMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
  - GROUND BOXES SHOWN AT THE HIGH WITHIN THE RIP AND AS SHOWN ON EXISTING RETAIL DRAWINGS.
  - POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
  - LOCATIONS SHOWN ARE APPROXIMATE LOCATIONS BASED ON RECORD DRAWINGS.



**RECORD DRAWING**  
 SH 288  
 TOLL LANES PROJECT  
 ILLUMINATION  
 LAYOUT  
 SH 288  
 (SEGMENTS 5 & 6)  
 STA 3340+00-END  
 PACKAGE 0.8.07



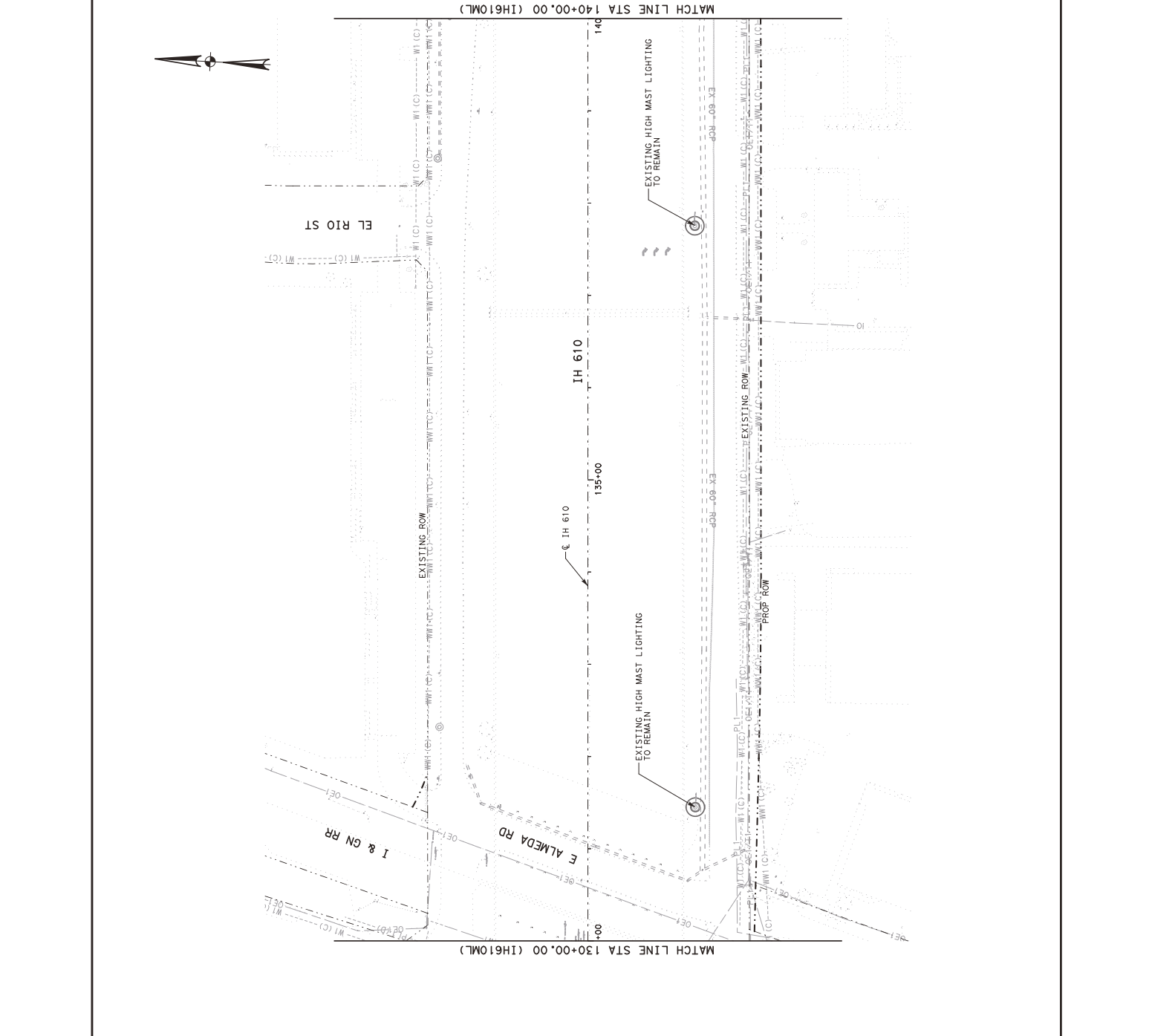
Texas Department of Transportation	
FEDERAL AID PROJECT NO.	SHEET 58 OF 58
STATE	TX
COUNTY	HARRIS
PROJECT NO.	LO77
CONTRACT	0598

NO.	REVISIONS	DATE
1	ISSUE 027	02/23/2017

<p><b>LEGEND</b></p> <p>HIGH MAST ILLUMINATION AS ALIGNED</p> <p>EXISTING ILLUMINATION ASSEMBLY TO BE REMOVED</p> <p>ROADWAY LIGHTING 150W, HF 30' POLE, TRANSFORMER BASE</p> <p>ROADWAY LIGHTING 250W, HF 40' POLE, TRANSFORMER BASE</p> <p>ROADWAY LIGHTING 1-250W, HPS, 48' POLE, CTB MOUNT</p> <p>ROADWAY LIGHTING 1-250W, HPS, 58' POLE, CTB MOUNT</p> <p>ROADWAY LIGHTING DEMO</p> <p>EXISTING ROADWAY LIGHTING TO REMAIN</p> <p>U/P LIGHTING 150W, HPS EQUIVALENT LED</p> <p>EXISTING U/P LIGHTING</p> <p>PROPOSED ELECTRICAL SERVI 240/480V</p> <p>EXISTING ELECTRICAL SERVI 240/480V</p> <p>EXISTING ELECTRICAL SERVI</p> <p>FUSED DISCONNECT</p> <p>PROPOSED GROUND BOX</p> <p>EXISTING GROUND BOX</p> <p>JUNCTION BOX</p> <p>CONDUIT RUN</p> <p>CONDUIT, RGS, 3/4"</p> <p>CONDUIT, EXISTING</p> <p>0' 25' 50' 100'</p> <p>SCALE: 1"=100'</p>
---

**NOTES**

- ALL CONDUIT AND GROUND BOXES ARE DIAGRAMMATIC AND LOCATIONS SHOULD BE ADJUSTED BY THE CONTRACTOR FOR FIELD CONDITIONS.
- GROUND BOXES SHOWN AT THE HIGH WITHIN THE R.P. OR R.O.P. AS SHOWN ON THE R.P. OR R.O.P. SHALL BE SHOWN ON THE BRIDGE BRACKET LOCATIONS.
- POLE LOCATIONS CAN VARY BASED ON BRIDGE BRACKET LOCATIONS.
- EXISTING CONDUIT AND GROUND BOX LOCATIONS BASED ON RECORD DRAWINGS.



**RECORD DRAWING**

SH 288  
TOLL LANES PROJECT  
ILLUMINATION  
LAYOUT  
IH 610  
(SEGMENT 4)  
STA 130+00 - STA 140+00  
PACKAGE 0.8.07



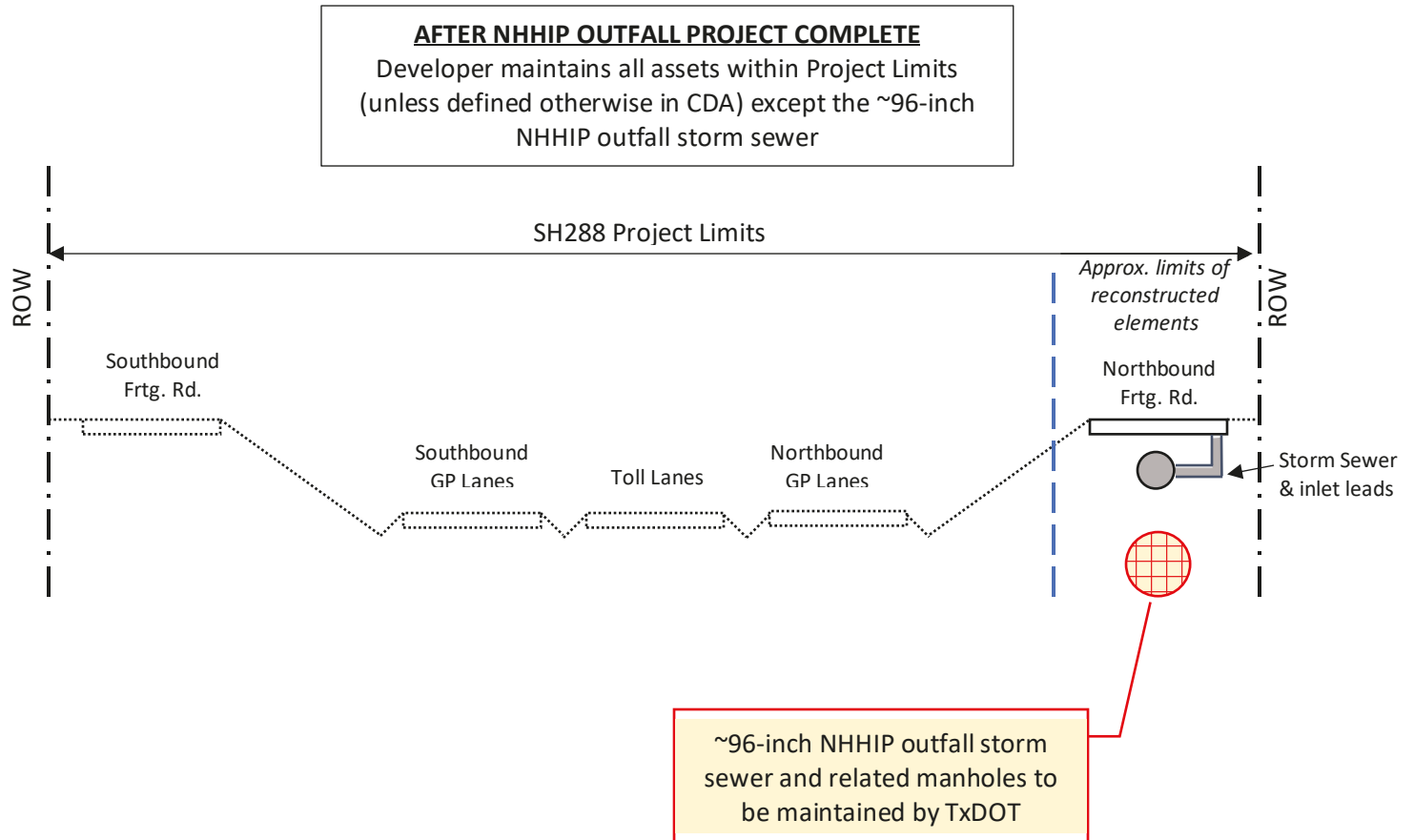
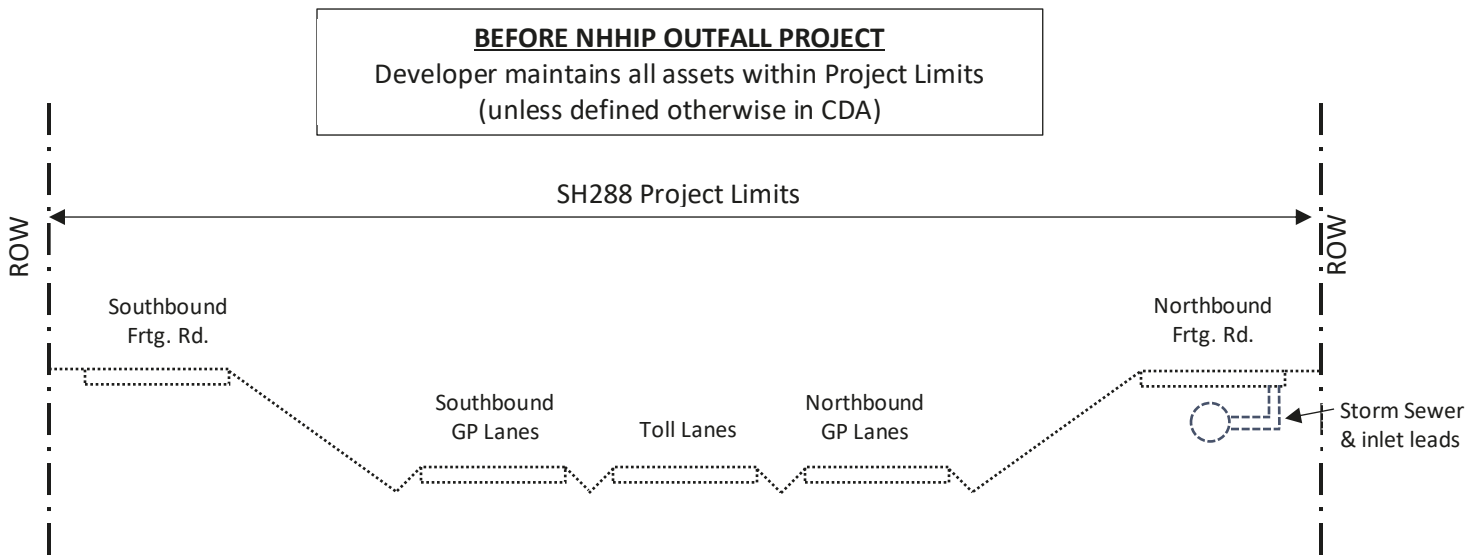
Texas Department of Transportation	
FED. PROJ. NO.	0598
FEDERAL AID PROJECT NO.	OT
SHEET 1 OF 6	
SHEET NO.	LO78
STATE	TEXAS
FED. DIST. NO.	HOU
COUNTY	HARRIS
SECTION	01
JOB	092, etc SH 288

**EXHIBIT 9**

**NHHIP INTERCHANGE PROJECT OUTFALL RECONSTRUCTION  
O&M RESPONSIBILITIES**

### Exhibit 9

## NHHIP Interchange Project Outfall Reconstruction O&M Responsibilities



INDEX OF SHEETS  
SEE SHEET 2 FOR INDEX OF SHEETS

60% Design Plans subject to change.  
See the following pages for operation and maintenance responsibilities after completion of the NHHIP storm sewer outfall.

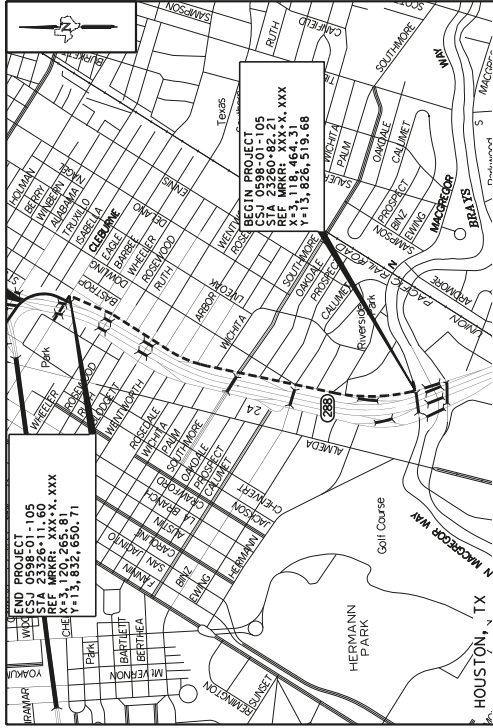
# STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

## PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

SH 288  
HARRIS COUNTY  
CSJ 0598-01-105  
PROJECT NO. STP ( )

LIMITS: IH 69 TO N. MACGREGOR WAY  
ROADWAY LENGTH = 6,529.39 FT = 1.237 MI  
BRIDGE LENGTH = 0 FT = 0.000 MI  
TOTAL PROJECT LENGTH = 6,529.39 FT = 1.237 MI

FOR THE RECONSTRUCTION OF THE NORTHBOUND FRONTAGE ROAD CONSISTING OF GRADING, CURB, SIDEWALK, STORM SEWER, SIGNING, SIGNALS, PAVEMENT MARKINGS, ILLUMINATION, SWP3, TRAFFIC CONTROL, ETC.



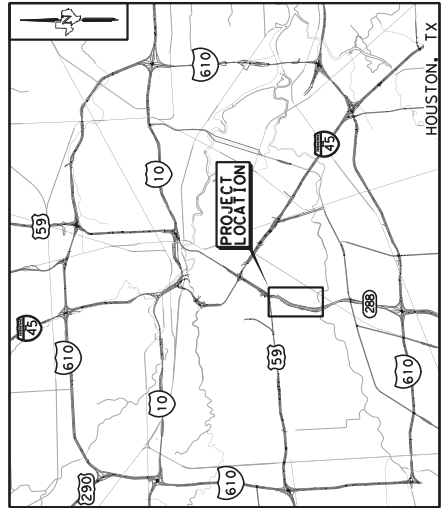
LOCATION MAP  
SCALE: N. T. S.

EXCEPTIONS: NONE  
EQUATIONS: NONE  
RAILROAD CROSSING: NONE

© 2021 by Texas Department of Transportation;  
all rights reserved.

FEDERAL AID	STATE AID	PROJECT NO.
6	TEXAS	
COUNTY	CONTRACTOR OR SRA	
HARRIS	0598 01 105	

FUNCTIONAL CLASSIFICATION	2020 ADT (VEH/DAY)	DESIGN SPEED
URBAN COLLECTOR	2040 ADT (VEH/DAY)	45 MPH
LOCAL STREET		XX MPH



VICINITY MAP  
SCALE: N. T. S.

**60% SUBMITTAL**  
PRELIMINARY  
Document Incomplete: not intended for permit, bidding or construction.  
Engineer: J.A. DELACRO  
P.E. Serial No. 56190  
Date: 7/7/2022

Exhibit 9 - NHHIP Interchange Outfall  
Reconstruction O&M Responsibilities



Submitted for Letting:

PROJECT MANAGER: \_\_\_\_\_  
APPROVED FOR LETTING: \_\_\_\_\_  
DISTRICT ENGINEER: \_\_\_\_\_

REGISTERED ACCESSIBILITY SPECIALIST (RAS) INSPECTION REQUIRED.  
TDR PROJECT NO. \*\*\*\*\*

NOTE:  
THE VERTICAL DATUM ESTABLISHED FOR THIS PROJECT IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).  
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE NO. 4204, NAD 1983 (1993 ADJ.).  
ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE ROUNDED OFF BY DIVIDING BY A COMBINED SCALE FACTOR OF 1:100033. ALL UNITS ARE IN FEET.  
SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION, NOVEMBER 1, 2014 AND SPECIFICATION ITEMS LISTED AS FOLLOWS, SHALL GOVERN ON THIS PROJECT. SPECIAL LABOR PROVISIONS FOR ALL STATE CONSTRUCTION PROJECTS (SP-609--0081).

COUNTY: HARRIS  
PROJECT NO.: SH288  
LETTING DATE: \_\_\_\_\_  
DATE ACCEPTED: \_\_\_\_\_

60% SUBMITTAL

- LEGEND**
- (A) 10" CRCP
  - (B) 1" ASB (BOND BREAKER)
  - (C) 6" CEMENT TREATED BASE (PLANT MIX) (CLN) (TYE) (GR4), CEMENT (6%)
  - (D) 6" LIME TREATED (EXT MATL) (LIME (HYD, COM OR GK SLURRY)) (6%)
  - (E) CONC CURB (MONO)
  - (F) BLOCK SOD
  - (G) 4" RIPRAP (CONC) (CL B)
  - (H) CURB RAMP
  - (I) 5" CONC SIDEWALKS
  - (J) 6" CONC SIDEWALKS
  - (K) SAWCUT
  - (L) CONC TY II CURB AND GUTTER
  - (M) ASPHALT PAVEMENT
  - (N) DRIVEWAY NUMBER
  - (O) TYPICAL SECTION
  - (P) CURVE CURVE NUMBER
  - (X) POINT ID
- PROPOSED CONCRETE PAVEMENT
  - PROPOSED ASPHALT PAVEMENT
  - PROP. DIRECTION OF TRAFFIC
  - EXIST. DIRECTION OF TRAFFIC

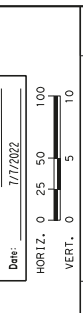
**NOTES:**

- SEE DRIVEWAY SUMMARY TABLE SHEET FOR ADDITIONAL INFORMATION ON DRIVEWAYS.
- SAWCUT ALONG A NEAT HORIZONTAL LINE AND FORM A VERTICAL BUTT JOINT AS SHOWN IN THE TYPICAL SECTION. SAWCUT SHALL BE SUBSIDIARY TO VARIOUS BID ITEMS.
- ALL DIMENSIONS SHOWN ARE FACE TO FACE.

**60% SUBMITTAL**

**PRELIMINARY**  
Document incomplete; not intended for permit, bidding or construction.

Engineer: J.A. DELACROIX  
P.E. Serial No. 56190  
Date: 7/7/2022



NO. DATE REVISION APPROVAL

Texas Department of Transportation

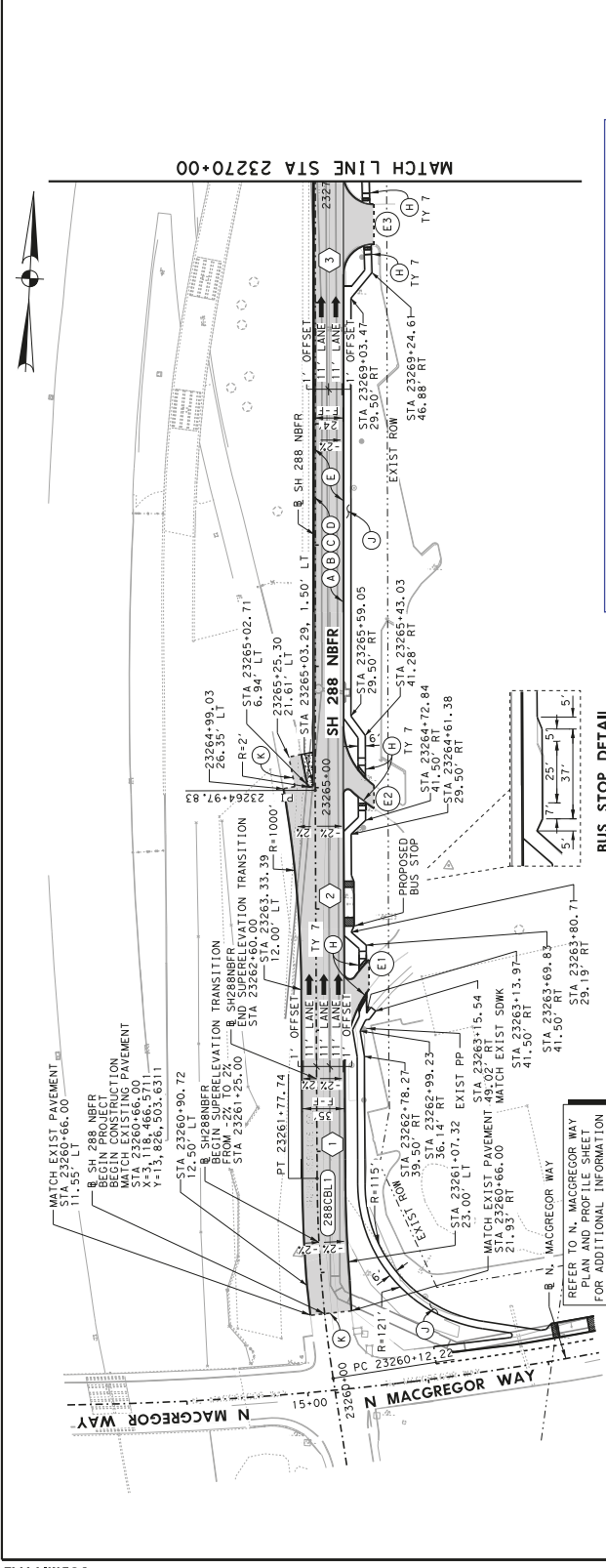
ENTECH CIVIL ENGINEERS, INC.

F-0332  
15001 S. 151st Street,  
Houston, Texas 77064  
Tel: 281-942-0881  
Fax: 281-942-0881

SH 288 NBFR  
FROM IH 69 TO N. MACGREGOR WAY  
NB FRONTAGE RD  
PLAN & PROFILE  
BEGIN PROJECT TO STA 23270+00

DIST.	RS	STATE	PROJECT NO.	SECTION
CK-DIST.	CO	TX	SH 288	1
DIST.	RS	COUNTY	CORRECTION NO.	
CK-DIST.	CO	HARRIS	10381 01 105	75

SHEET 1 OF 7

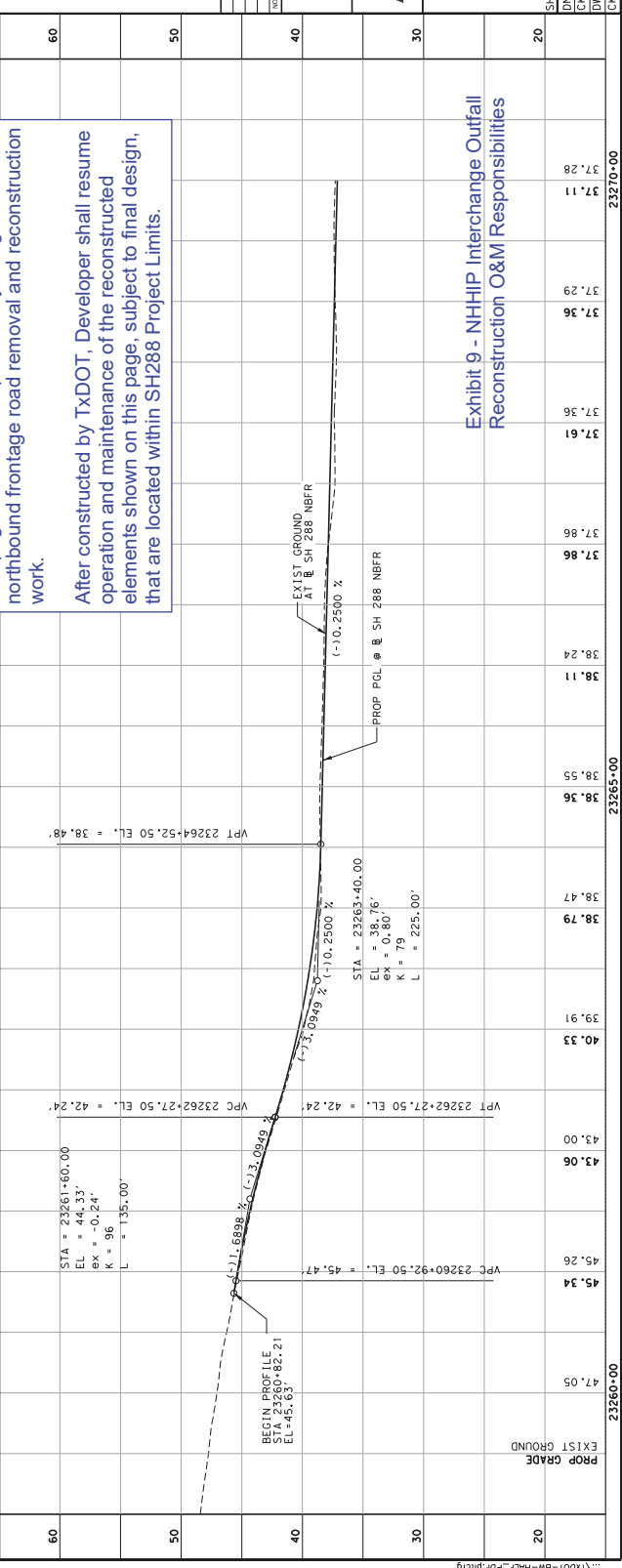


**BUS STOP DETAIL**

SEE "METRO BUS STOP DETAILS" SHEET FOR MORE INFORMATION

60% Design Plans subject to change. This page illustrates the preliminary design of the northbound frontage road removal and reconstruction work.

After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.



60% SUBMITTAL

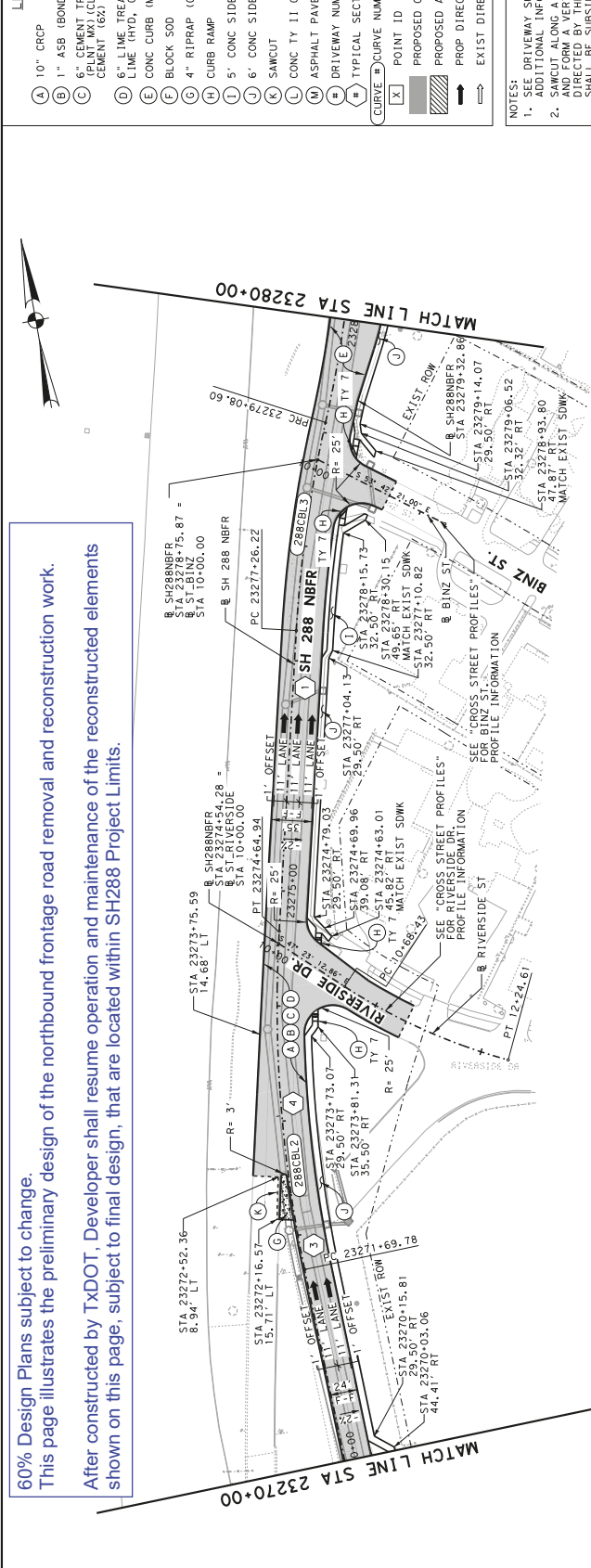
10-04-17 AM  
7/7/2022  
10-04-17 AM

**60% SUBMITTAL**

60% Design Plans subject to change.  
 This page illustrates the preliminary design of the northbound frontage road removal and reconstruction work.  
 After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.

**60% SUBMITTAL**

10-08-08 AM  
 7/7/2022  
 N:\56092-12-18-4\CAD\03\SH288\_RFP00\_02.dgn  
 ...\\k001-BW-HALF-PDF.plt(9)



**LEGEND**

- (A) 10" CRCP
- (B) 1" ASB (BOND BREAKER)
- (C) 6" CEMENT TREATED BASE (PLANT MIX (CLN) (TYE) (GR4), CEMENT (6%)
- (D) 6" LIME TREATED (EXT MATL) (LIME (HYD. COM. OR GRSURRT)) (6%)
- (E) CONC CURB (MONO)
- (F) CONC CURB
- (G) BLOCK SOD
- (H) 4" RIPRAP (CONC) (CL B)
- (I) CURB RAMP
- (J) 5' CONC SIDEWALKS
- (K) 6' CONC SIDEWALKS
- (L) SAWCUT
- (M) CONC TY 11 CURB AND GUTTER
- (N) ASPHALT PAVEMENT
- (O) DRIVEWAY NUMBER
- (P) TYPICAL SECTION
- (Q) CURVE
- (R) CURVE NUMBER
- (S) POINT ID
- (X) PROPOSED CONCRETE PAVEMENT
- (Y) PROPOSED ASPHALT PAVEMENT
- (Z) PROP DIRECTION OF TRAFFIC
- (AA) EXIST DIRECTION OF TRAFFIC

**NOTES:**  
 1. SEE DRIVEWAY SUMMARY TABLE SHEET FOR ADDITIONAL INFORMATION ON DRIVEWAYS.  
 2. SAWCUT ALONG A NEAT HORIZONTAL LINE AND FORM A VERTICAL BUTT JOINT AS SHOWN. ALL SAWCUTS SHALL BE SUBSTANTIAL TO VARIOUS BID ITEMS.  
 3. ALL DIMENSIONS SHOWN ARE FACE TO FACE.

**60% SUBMITTAL**  
**PRELIMINARY**  
 Document Incomplete: not intended for permit, bidding or construction.  
 Engineer: J.A. DELACIO  
 P.E. Serial No. 56190  
 Date: 7/7/2022

HORIZ. 0 25 50 100  
 VERT. 0 5 10

NO.	DATE	REVISION	APPROVAL



**ENTECH**  
 CIVIL ENGINEERS, INC.

SH 288 NBFR  
 FROM IH 69 TO N. MACGREGOR WAY  
**NB FRONTAGE RD  
 PLAN & PROFILE**  
 STA 23270+00 TO STA 23280+00

DIST.	RS	STATE	PROJECT NO.	SHEET NO.
00	00	00	00	00

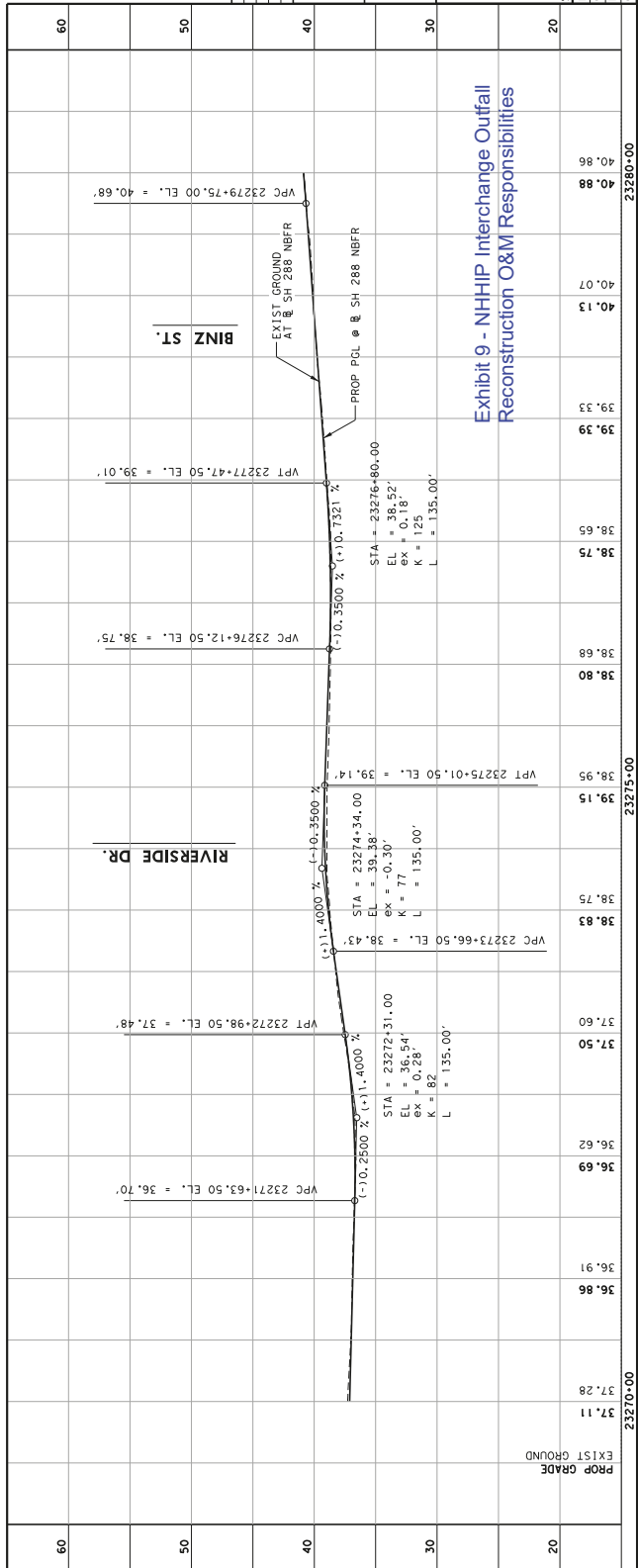






Exhibit 9 - NHHIP Interchange Outfall  
 Reconstruction O&M Responsibilities



60% SUBMITTAL

**LEGEND**

- (A) 10" CRCP
- (B) 1" ASB (BOND BREAKER)
- (C) 6" CEMENT TREATED BASE PLANT MIX (CLN) (TYE) (GR6), CEMENT (6%)
- (D) 6" LIME TREATED (EXT MATL.) LIME (HYD, COM OR OK SLURRY) (162)
- (E) CONC CURB (MONO)
- (F) CONC CURB (CL B)
- (G) 4" RIPRAP (CONC) (CL B)
- (H) CURB RAMP
- (I) 5' CONC SIDEWALKS
- (J) 6' CONC SIDEWALKS
- (K) SAWCUT
- (L) CONC TY II CURB AND GUTTER
- (M) ASPHALT PAVEMENT
- (N) DRIVEWAY NUMBER
- (O) TYPICAL SECTION
- (P) CURVE CURVE NUMBER
- (X) POINT ID

 PROPOSED CONCRETE PAVEMENT  
 PROPOSED ASPHALT PAVEMENT  
 PROP DIRECTION OF TRAFFIC  
 EXIST DIRECTION OF TRAFFIC

**NOTES:**

- SEE DRIVEWAY SUMMARY TABLE SHEET FOR ADDITIONAL INFORMATION ON DRIVEWAYS.
- SAWCUT ALONG A NEAT HORIZONTAL LINE AND FORM A VERTICAL BUTT JOINT AS SHOWN. ALL CUTS TO BE MADE TO THE CURB SHALL BE SUBSTANTIAL TO VARIOUS BID ITEMS.
- ALL DIMENSIONS SHOWN ARE FACE TO FACE.

**60% SUBMITTAL**

PRELIMINARY  
Document Incomplete: not intended for permit, bidding or construction.

Engineer: J.A. DELACROIX  
P.E. Serial No. 56190  
Date: 7/7/2022

HORIZ. 0 25 50 100  
VERT. 0 5 10

NO. DATE REVISION APPROVAL

 Texas Department of Transportation

 ENTENCH  
CIVIL ENGINEERS, INC.

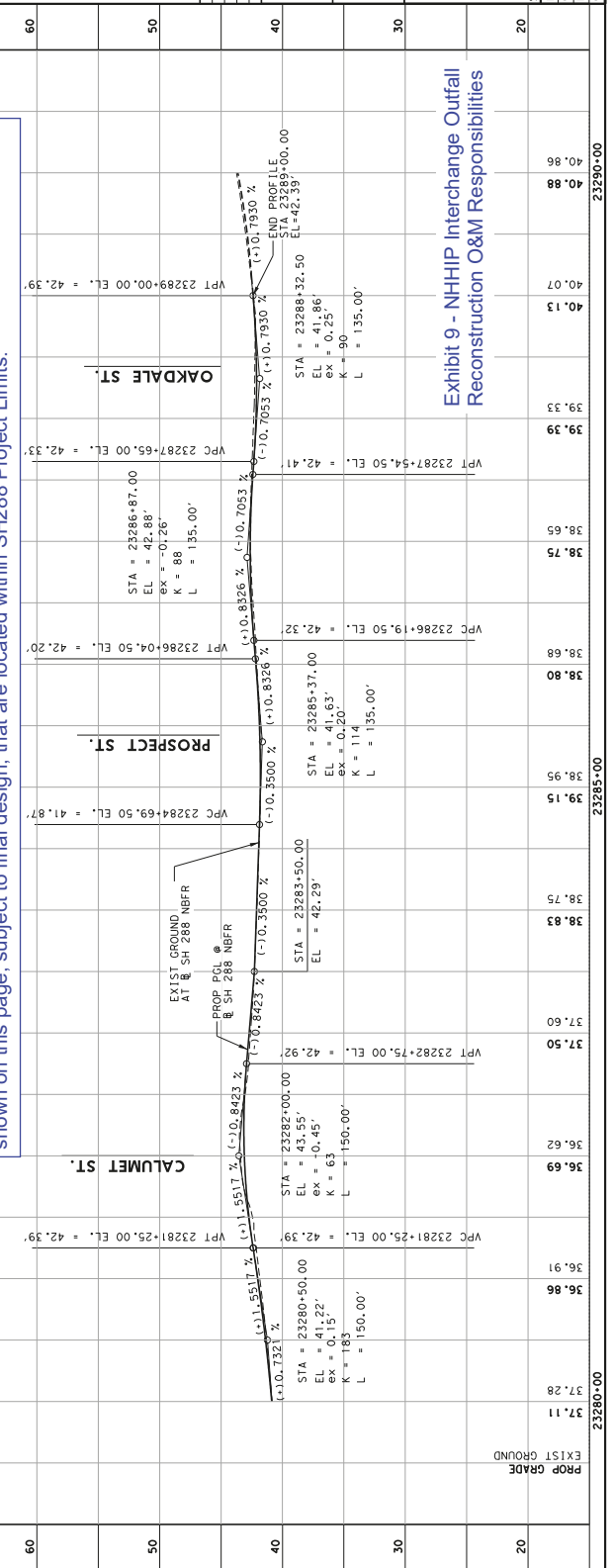
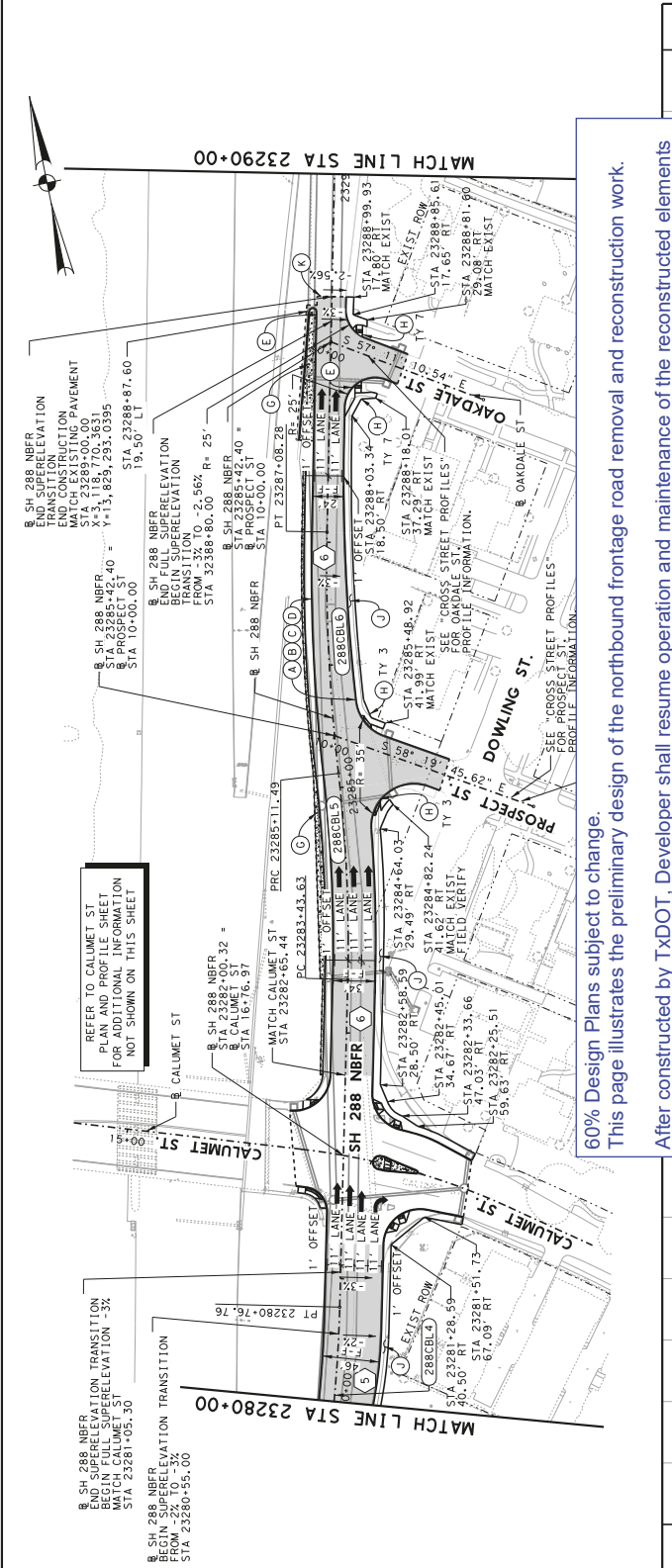
F-6332  
15801 USA Freeway,  
Houston, Texas 77064  
281-942-0081 TX

SH 288 NBFR  
FROM IH 69 TO N. MACGREGOR WAY  
NB FRONTAGE RD  
PLAN & PROFILE

STA 23280+00 TO STA 23290+00

SHEET 3 OF 7

DIST.	RS	FED. AID	STATE	PROJECT NO.	MAP
CK. D.N.	CO	6	TEXAS	SH 288	288
DIST.	RS	1038	01	1038	01
CK. D.W.	CO	HARRIS	01	05	5840



60% Design Plans subject to change.  
This page illustrates the preliminary design of the northbound frontage road removal and reconstruction work.

After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.

Exhibit 9 - NHHIP Interchange Outfall  
Reconstruction O&M Responsibilities

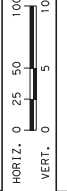
60% SUBMITTAL

LEGEND

- (A) 10" CRCP
  - (B) 1" ASB (BOND BREAKER)
  - (C) 6" CEMENT TREATED BASE PLANT MIX (CLN) (TYE) (GR6), CEMENT #603
  - (D) 6" LIME TREATED (EXT MATL) (62) LIME (HYD, COM OR OK (SLURRY)) (62)
  - (E) CONC CURB (MONO)
  - (F) BLOCK SOD
  - (G) 4" RIPRAP (CONC) (CL B)
  - (H) CURB RAMP
  - (I) 5' CONC SIDEWALKS
  - (J) 6' CONC SIDEWALKS
  - (K) SAWCUT
  - (L) CONC TY II CURB AND GUTTER
  - (M) ASPHALT PAVEMENT
  - (N) DRIVEWAY NUMBER
  - (P) TYPICAL SECTION
  - (Q) CURVE
  - (R) CURVE NUMBER
  - (X) POINT ID
- PROPOSED CONCRETE PAVEMENT
  - PROPOSED ASPHALT PAVEMENT
  - PROP DIRECTION OF TRAFFIC
  - EXIST DIRECTION OF TRAFFIC

NOTES:  
 1. SEE DRIVEWAY SUMMARY TABLE FOR ADDITIONAL INFORMATION ON DRIVEWAYS.  
 2. SAWCUT ALONG A NEAT HORIZONTAL LINE AND FORM A VERTICAL BUTT JOINT AS SHOWN. ALL VERTICAL JOINTS SHALL BE SUBSTANTIARY TO VARIOUS BID ITEMS.  
 3. ALL DIMENSIONS SHOWN ARE FACE TO FACE.

**60% SUBMITTAL**  
 PRELIMINARY  
 Document Incomplete: not intended for permit, bidding or construction.  
 Engineer: J.A. DELACROIX  
 P.E. Serial No. 56190  
 Date: 7/7/2022



NO.	DATE	REVISION	APPROVAL



SH 288 NBFR  
 FROM IH 69 TO N. MACGREGOR WAY  
 NB FRONTAGE RD  
 PLAN & PROFILE  
 STA 23290+00 TO STA 23300+00

DIST.	RS	STATE	PROJECT NO.	SHEET NO.
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00	00	00	00	00

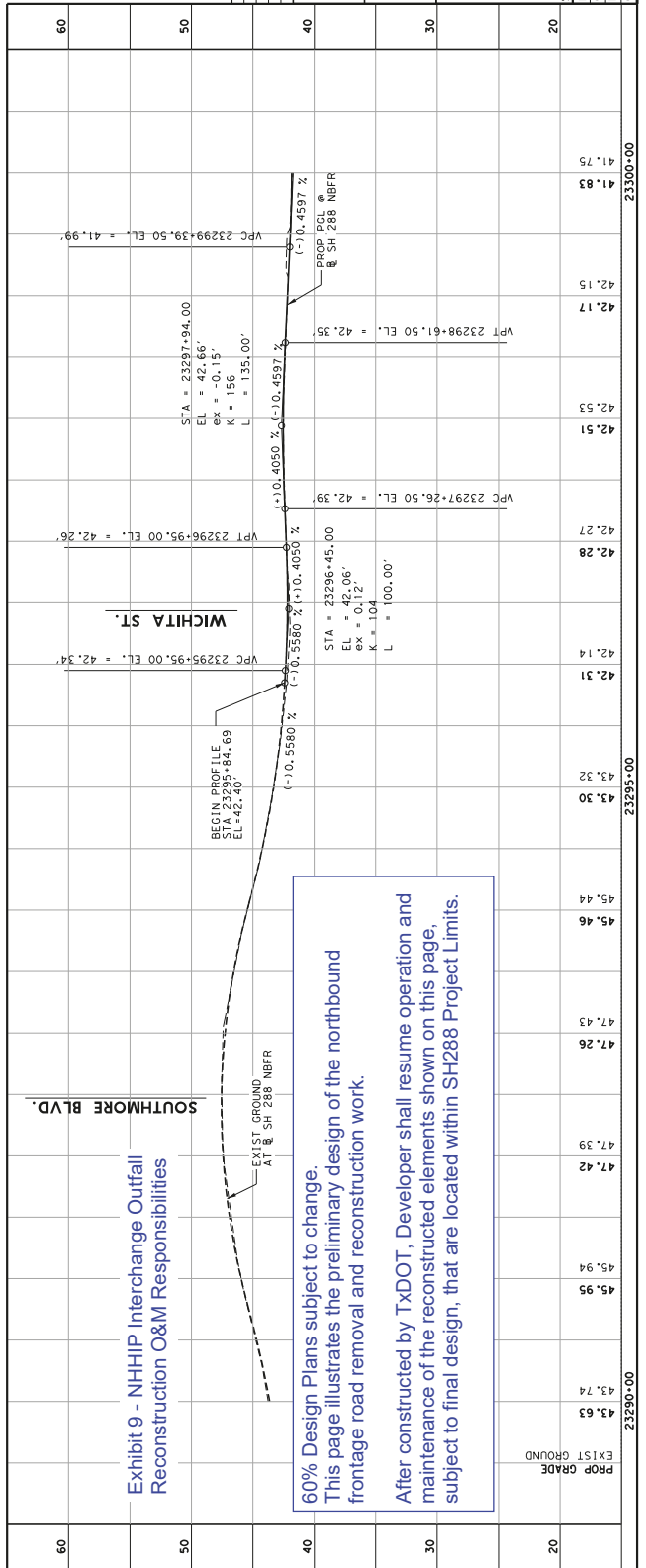
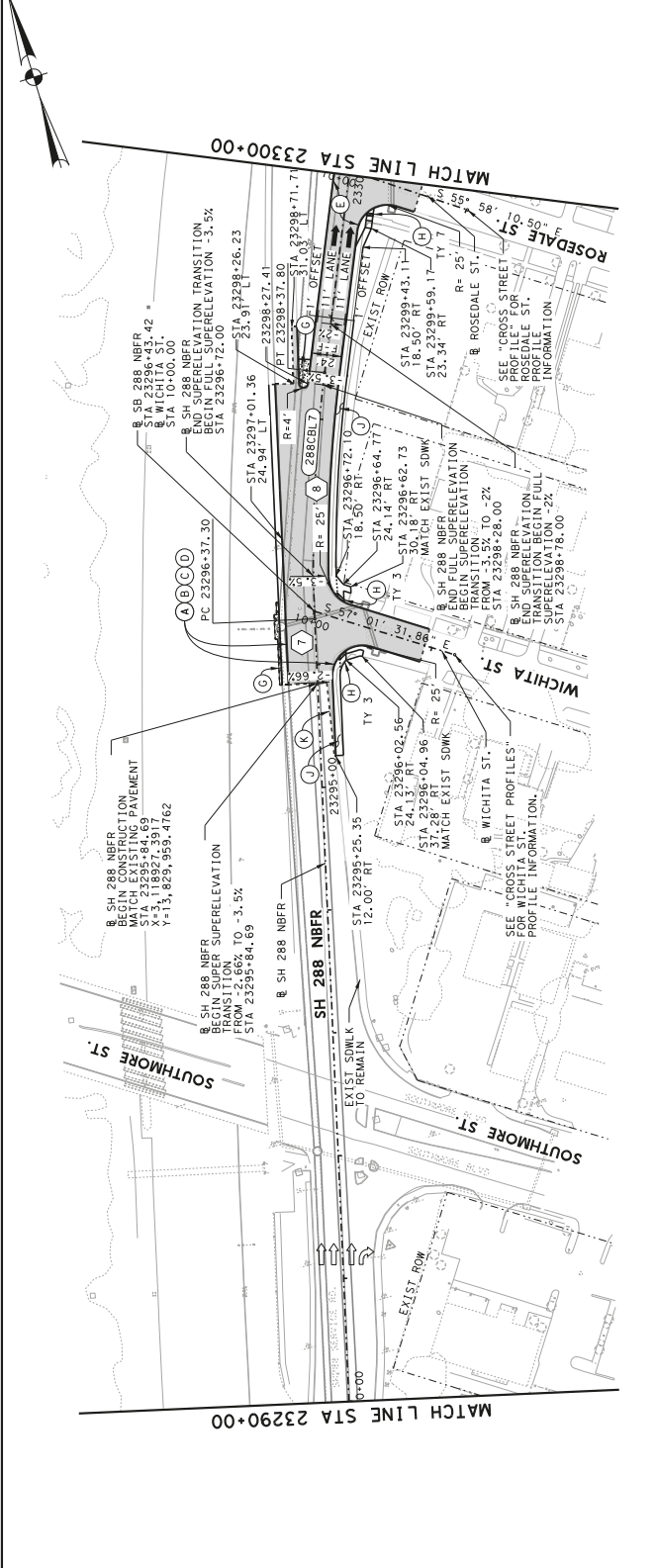
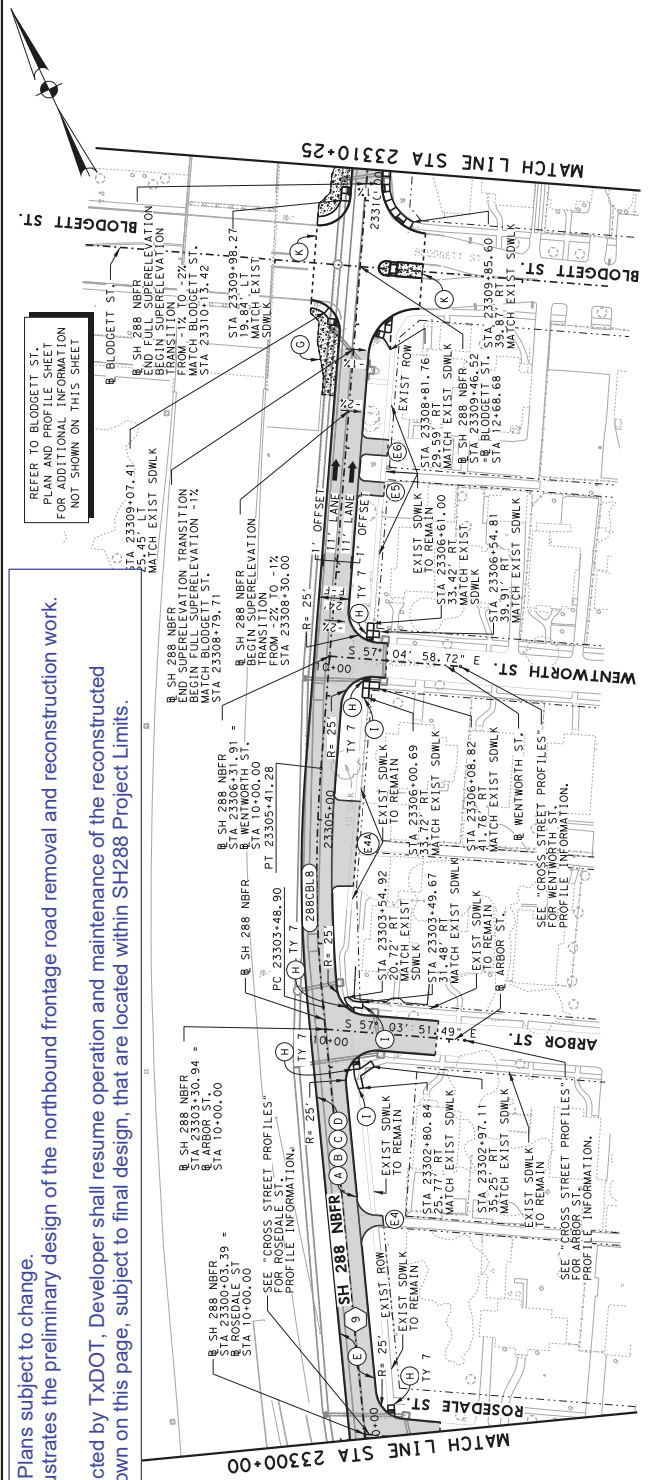


Exhibit 9 - NHHP Interchange Outfall Reconstruction O&M Responsibilities

60% Design Plans subject to change. This page illustrates the preliminary design of the northbound frontage road removal and reconstruction work.  
 After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.

**60% SUBMITTAL**

60% Design Plans subject to change.  
 This page illustrates the preliminary design of the northbound frontage road removal and reconstruction work.  
 After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.



- LEGEND**
- (A) 10" CRCP
  - (B) 1" ASB (BOND BREAKER)
  - (C) 6" CEMENT TREATED BASE (PLANT MIX/CLN) (TYPE (GR6), CEMENT #60)
  - (D) 6" LIME TREATED (EXT MATL) LIME (HYD, COM, OR CR/SURRY) (62)
  - (E) CONC CURB (MONO)
  - (F) BLOCK SOD
  - (G) 4" RIPRAP (CONC) (CL B)
  - (H) CURB RAMP
  - (I) 5' CONC SIDEWALKS
  - (J) 6' CONC SIDEWALKS
  - (K) SAWCUT
  - (L) CONC TY II CURB AND GUTTER
  - (M) ASPHALT PAVEMENT
  - (N) DRIVEWAY NUMBER
  - (P) TYPICAL SECTION
  - (Q) CURVE NUMBER
  - (X) POINT ID
- PROPOSED CONCRETE PAVEMENT  
 PROPOSED ASPHALT PAVEMENT  
 PROP DIRECTION OF TRAFFIC  
 EXIST DIRECTION OF TRAFFIC

**NOTES:**

- SEE DRIVEWAY SUMMARY TABLE SHEET FOR ADDITIONAL INFORMATION ON DRIVEWAYS.
- SAWCUT ALONG A NEAT HORIZONTAL LINE AND FORM A VERTICAL BUTT JOINT AS SHOWN. ALL SAWCUTS SHALL BE SUBSTANTIAL TO VARIOUS BID ITEMS.
- ALL DIMENSIONS SHOWN ARE FACE TO FACE.

**60% SUBMITTAL**

**PRELIMINARY**  
 Document Incomplete: not intended for permit, bidding or construction.  
 Engineer: J.A. DELACROIX  
 P.E. Serial No. 56190  
 Date: 7/7/2022

HORIZ. 0 25 50 100  
 VERT. 0 5 10

**ENTECH**  
 CIVIL ENGINEERS, INC.  
 F-6332  
 1501 15th Street, Freer, TX 77942  
 Telephone: 361-2600, 7704  
 Fax: 361-2601, 7704  
 281-842-0087 FX

SH 288 NBFR  
 FROM IH 69 TO N. MACGREGOR WAY  
**NB FRONTAGE RD  
 PLAN & PROFILE**  
 STA 23300+00 TO STA 23310+00

SHEET 5 OF 7

DIST.	RS	FED. AID	STATE	PROJECT NO.	160922
CK. DNE.	CO	6	TEXAS	SECTION NO.	SH 288
DWF.	RS			CONTRACT NO.	
CK. DWF.	CO			HARRIS	10381 01 05 79

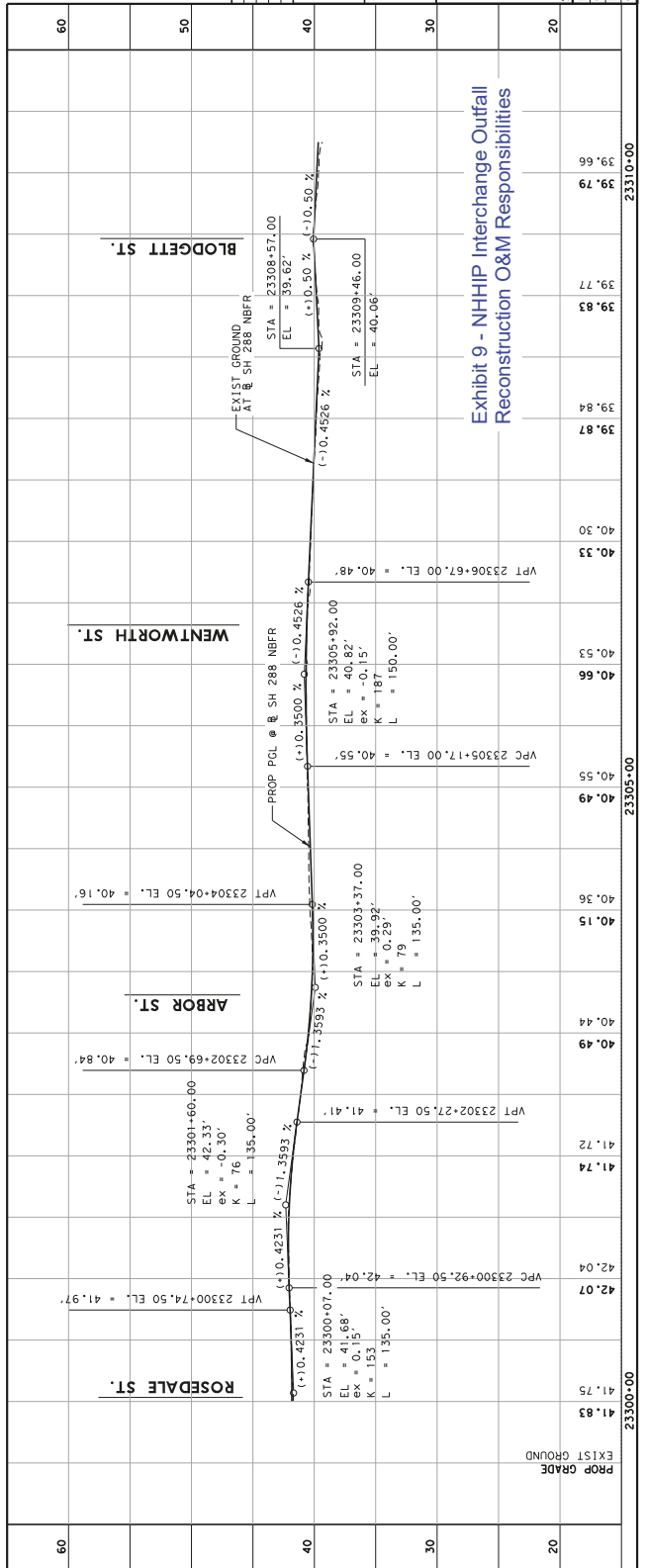
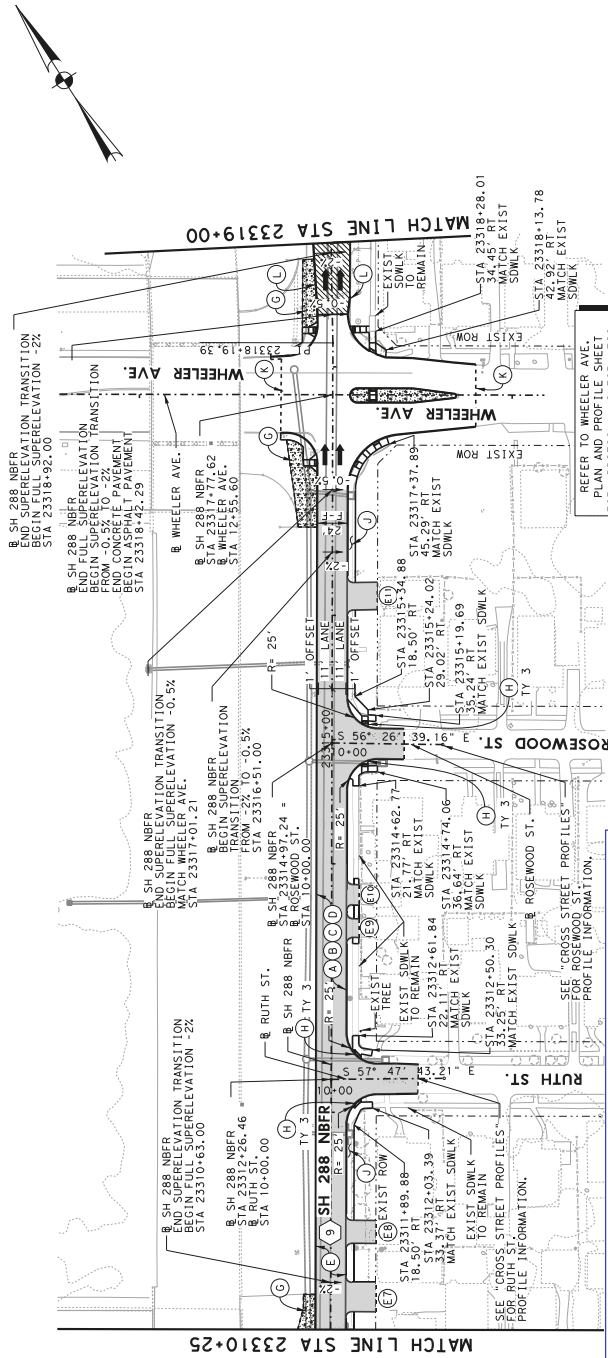


Exhibit 9 - NHHIP Interchange Outfall  
 Reconstruction O&M Responsibilities

60% SUBMITTAL



60% Design Plans subject to change. This page illustrates the preliminary design of the northbound frontage road removal and reconstruction work. After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.

- LEGEND**
- (A) 10" CRCP
  - (B) 1" ASB (BOND BREAKER)
  - (C) 6" CEMENT TREATED BASE PLANT MAT (CLN) (TYE) (GR6), CEMENT (603)
  - (D) 6" LIME TREATED (EXT MATL) LIME (HYD, COM, OR OR (SLURRY)) (62)
  - (E) CONC CURB (MONO)
  - (F) CONC CURB (DUAL)
  - (G) 4" RIPRAP (CONC) (CL B)
  - (H) CURB RAMP
  - (I) 5' CONC SIDEWALKS
  - (J) 6' CONC SIDEWALKS
  - (K) SAWCUT
  - (L) CONC TY 11 CURB AND GUTTER
  - (M) ASPHALT PAVEMENT
  - (N) DRIVEWAY NUMBER
  - (O) TYPICAL SECTION
  - (P) CURVE NUMBER
  - (X) POINT ID
- PROPOSED CONCRETE PAVEMENT  
 PROPOSED ASPHALT PAVEMENT  
 PROP DIRECTION OF TRAFFIC  
 EXIST DIRECTION OF TRAFFIC

**NOTES:**

- SEE DRIVEWAY SUMMARY TABLE SHEET FOR ADDITIONAL INFORMATION ON DRIVEWAYS.
- SAWCUT ALONG A NEAT HORIZONTAL LINE AND FORM A VERTICAL BUTT JOINT AS SHOWN. ALL SAWCUTS SHALL BE SUBSTANTIAL TO VARIOUS BID ITEMS.
- ALL DIMENSIONS SHOWN ARE FACE TO FACE.

**60% SUBMITTAL**

**PRELIMINARY**  
Document Incomplete: not intended for permit, bidding or construction.

Engineer: J.A. GELACIO  
P.E. Serial No. 56190  
Date: 7/7/2022

HORIZ. 0 25 50 100  
VERT. 0 5 10

NO. DATE REVISION APPROVAL

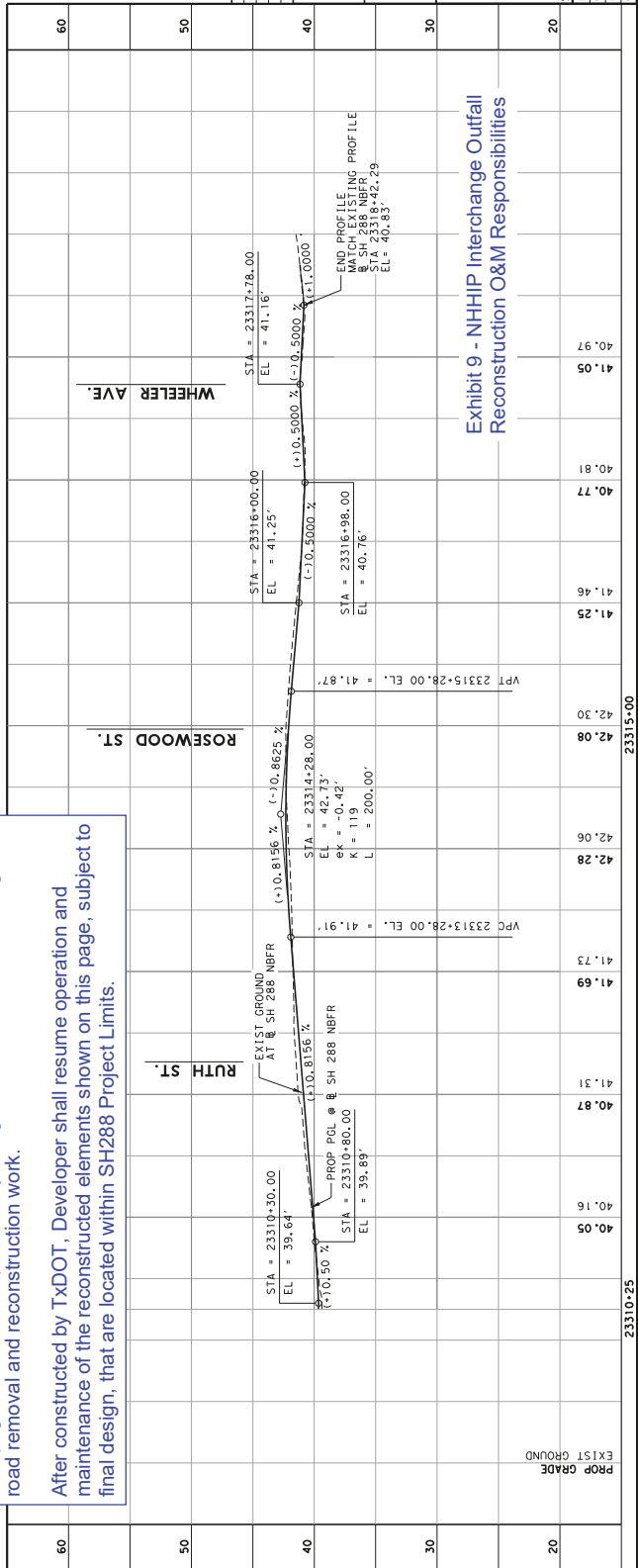
**ENTECH**  
CIVIL ENGINEERS, INC.

F-0332  
1581 S. 15th Street  
Houston, Texas 77058  
Tel: 281-842-0887  
Fax: 281-842-0887

SH 288 NBFR  
FROM IH 69 TO N. MACGREGOR WAY  
NB FRONTAGE RD  
PLAN & PROFILE  
STA 23310+00 TO STA 23319+00

SHEET 6 OF 7

DWG:	RS	REV:	DATE:	STATE:	PROJECT NO.:	ISSUED:
CK-DWG:	CO	6	TEXAS	SH 288		
DWG:	RS	REV:	DATE:	COUNTY:	DESCRIPTION:	NO.
CK-DWG:	CO	6	HARRIS	10381-01	US-80	80



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7/7/2022  
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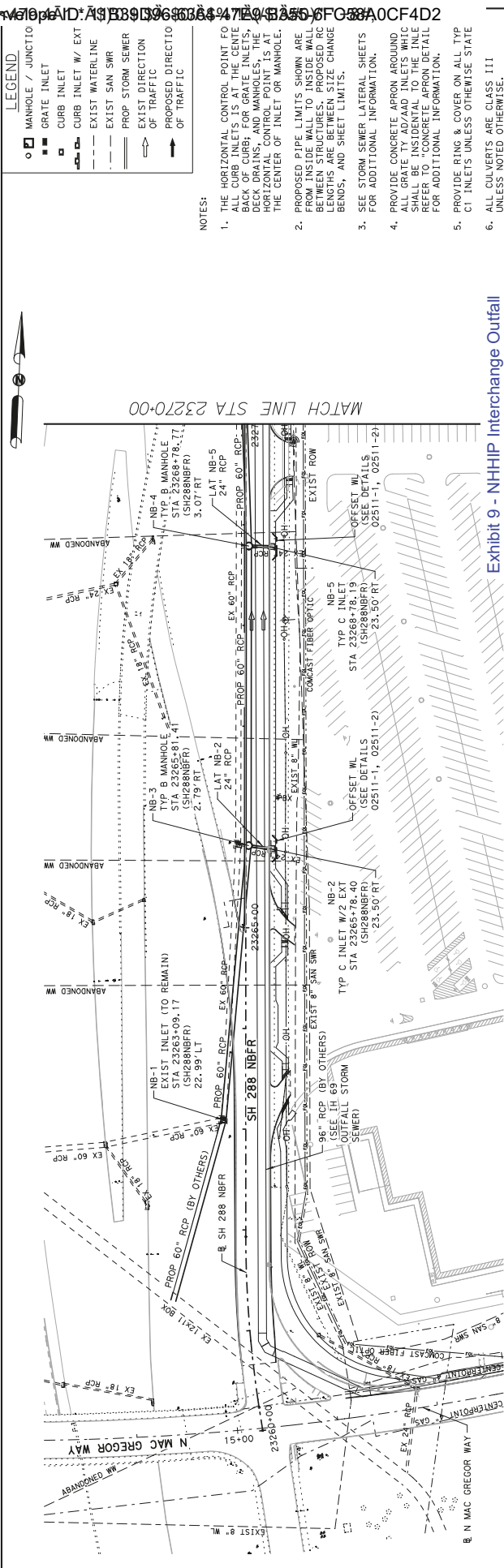


Exhibit 9 - NHHP Interchange Outfall Reconstruction O&M Responsibilities

NO.	DATE	REVISION	APPROVED
45			
40			
35			
30			
25			
20			
15			
10			
5			
0			

<p><b>SH 288 NBFR</b></p> <p>CLASS "B" CONCRETE (NO REINFORCING STEEL)</p> <p>QUANTITY FOR SINGLE INLETS: 1 CY</p> <p>QUANTITY FOR DOUBLE INLETS: 2 CY</p>	<p><b>CONCRETE APRON DETAIL</b></p> <p>NTS</p> <p>TYPE AD INLET SHOWN</p> <p>TYPE AD INLET SIMILAR</p> <p>TOP OF CONCRETE TO MATCH ADJACENT SLOPES</p>	<p>60% Design Plans subject to change. This page illustrates the preliminary design for the reconstruction of the existing storm sewer along the northbound frontage road.</p> <p>After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.</p>
--	--	---

<p><b>SH 288 NBFR</b></p> <p>FROM IH 69 TT N. MACGREGOR WAY</p> <p>STORM SEWER PLAN &amp; PROFILE</p> <p>STA 23300+00 TO STA 23310+00</p>	<p>SH 288 NBFR</p> <p>FROM IH 69 TT N. MACGREGOR WAY</p> <p>STORM SEWER PLAN &amp; PROFILE</p> <p>STA 23300+00 TO STA 23310+00</p>	<p>SH 288 NBFR</p> <p>FROM IH 69 TT N. MACGREGOR WAY</p> <p>STORM SEWER PLAN &amp; PROFILE</p> <p>STA 23300+00 TO STA 23310+00</p>
---	--	--

<p>60% SUBMITTAL</p> <p>9610017304-01 BOE HS 36-7DP0509\WM 4-1-19\03_Design\9_Sheets\SH288_STM_NBRFR02.dgn</p>	<p>60% SUBMITTAL</p> <p>9610017304-01 BOE HS 36-7DP0509\WM 4-1-19\03_Design\9_Sheets\SH288_STM_NBRFR02.dgn</p>	<p>60% SUBMITTAL</p> <p>9610017304-01 BOE HS 36-7DP0509\WM 4-1-19\03_Design\9_Sheets\SH288_STM_NBRFR02.dgn</p>
--	--	--

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**ENITECH**  
CIVIL ENGINEERS, INC.

F-6932  
SUITE 500  
16360 PARK TEN PLACE, STE. 8325  
FARMERS ROAD, FARMERS ROAD  
OMEGA ENGINEERS, INC.  
TX PE Perm. Reg. No. F-2147  
TX PE Reg. No. 10088-01  
281-940-0881 TX

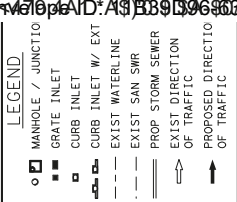
16360 PARK TEN PLACE, STE. 8325  
FARMERS ROAD, FARMERS ROAD  
OMEGA ENGINEERS, INC.  
TX PE Perm. Reg. No. F-2147  
TX PE Reg. No. 10088-01  
281-940-0881 TX

PROJECT NO.	SH 288
STATE	TEXAS
COUNTY	DAWSON
DISTRICT	10888-01
HO	105
HT	117

60% SUBMITTAL

60% Design Plans subject to change. This page illustrates the preliminary design for the reconstruction of the existing storm sewer along the northbound frontage road.

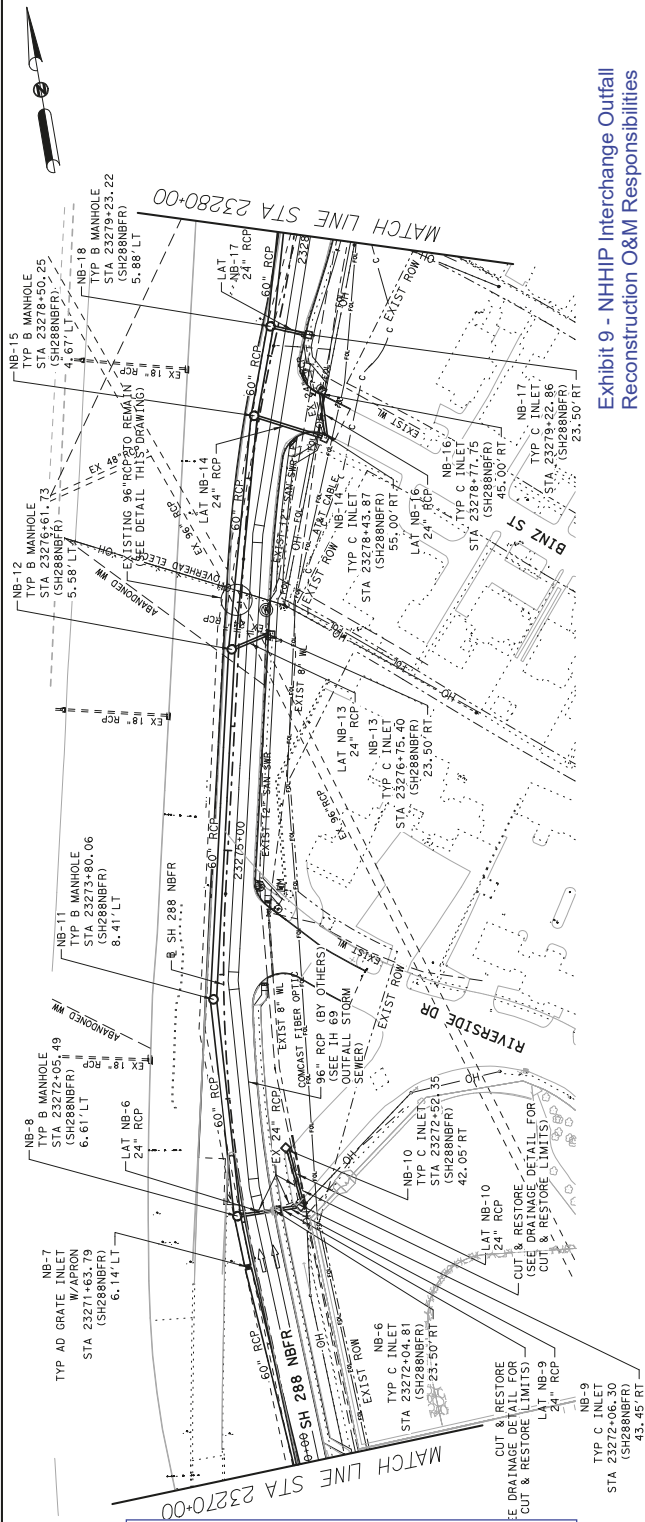
After constructed by TXDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.



**NOTES:**

- THE HORIZONTAL CONTROL POINT FOR ALL CURB INLETS IS AT THE CENTER OF THE MANHOLE. THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
- PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES. PROPOSED PIPE LENGTHS ARE BETWEEN SIZE CHANGE BENDS, AND SHEET LIMITS.
- SEE STORM SEWER LATERAL SHEETS FOR ADDITIONAL INFORMATION.
- PROVIDE CONCRETE APRON AROUND ALL GRATE TY AD/AD INLETS WHICH REFER TO "CONCRETE APRON DETAIL FOR ADDITIONAL INFORMATION.
- PROVIDE RING & COVER ON ALL TYP CT INLETS UNLESS OTHERWISE STATE.
- ALL CULVERTS ARE CLASS III UNLESS NOTED OTHERWISE.

**Exhibit 9 - NHHP Interchange Outfall Reconstruction O&M Responsibilities**



NO.	DATE	REVISION	APPROVED
35			
30			
25			
20			
15			
10			
5			
0			

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**ENITECH**  
CIVIL ENGINEERS, INC.  
F-6932  
10000 Katy Freeway,  
Suite 800  
Houston, TX 77054  
281-940-0881 TX

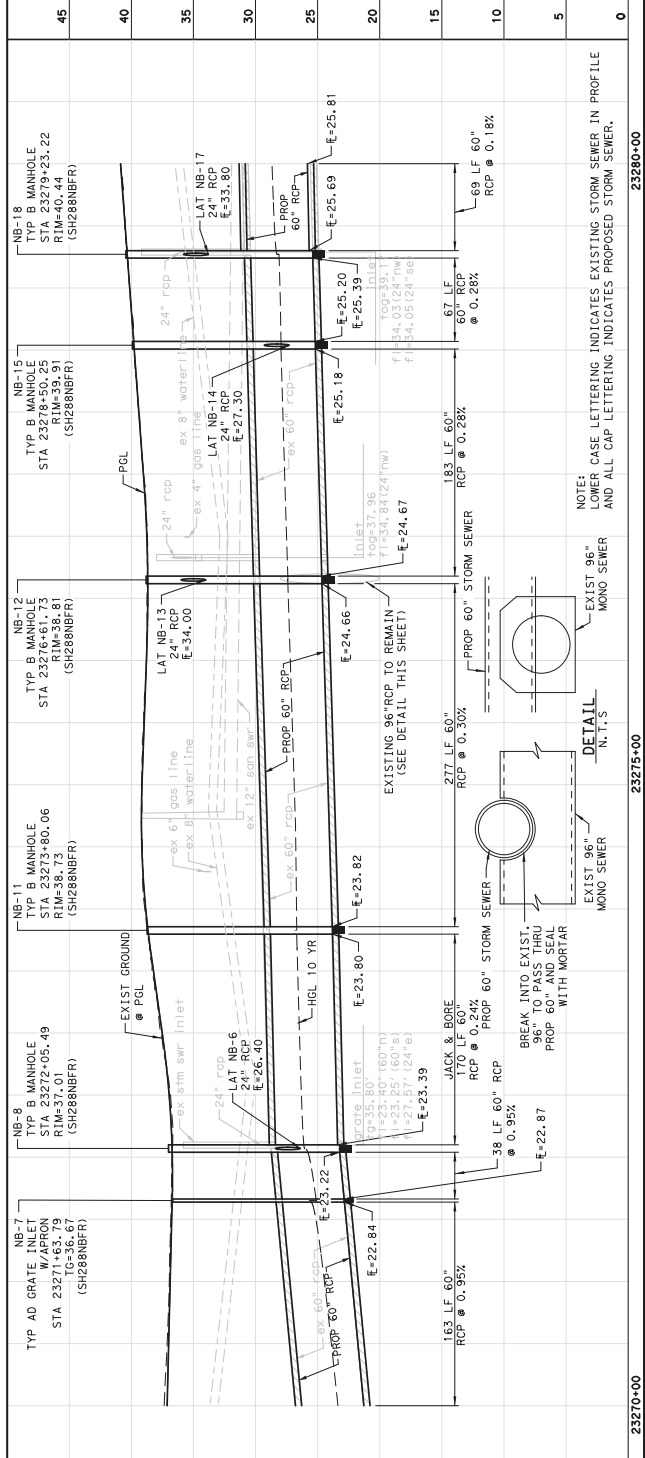
**OMEGA**  
ENGINEERS, INC.  
16360 PARK TEN PLACE, Ste. #325  
TX PE Perm. Reg. No. F-2147  
OMEGAENGINEERS.COM  
16360 Park Ten Place, Ste. #325  
Houston, TX 77054  
281-940-0881 TX

SH 288 NBFR  
FROM IH 69 TI N. MACGREGOR WAY

**STORM SEWER PLAN & PROFILE**  
STA 23270+00 TO STA 23280+00

SHEET 2 OF 6

DISTRICT	NO.	STATE	PROJECT NO.	PROJECT NAME
06	6	TEXAS	SH 288	SH 288 NBFR
CONTRACT NO.	NO.	COUNTY	DISTRICT	SHEET NO.
10388	01	05	118	
DATE	NO.	BY	CHECKED	DATE



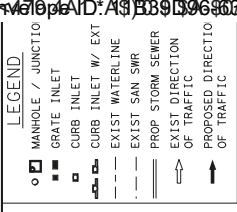
NOTE: LOWER CASE LETTERING INDICATES EXISTING STORM SEWER IN PROFILE AND ALL CAP LETTERING INDICATES PROPOSED STORM SEWER.



60% SUBMITTAL

60% Design Plans subject to change. This page illustrates the preliminary design for the reconstruction of the existing storm sewer along the northbound frontage road.

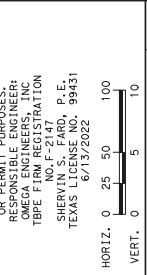
After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.



NOTES:

1. THE HORIZONTAL CONTROL POINT FOR ALL CURB INLETS IS AT THE CENTER OF THE MANHOLE. THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
2. PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES. PROPOSED RCP LENGTHS ARE BETWEEN SIZE CHANGE BENDS, AND SHEET LIMITS.
3. SEE STORM SEWER LATERAL SHEETS FOR ADDITIONAL INFORMATION.
4. PROVIDE CONCRETE APRON AROUND ALL GRATE TY AD/AD INLETS WHICH REFER TO "CONCRETE APRON DETAIL FOR ADDITIONAL INFORMATION.
5. PROVIDE RING & COVER ON ALL TY CT INLETS UNLESS OTHERWISE STATE.
6. ALL CULVERTS ARE CLASS III UNLESS NOTED OTHERWISE.

THESE DOCUMENTS ARE FOR CONSTRUCTION AND BIDDING OR PERMIT PURPOSES. RESPONSIBLE ENGINEERS: TBE FIRM REGISTRATION NO. F-2147 SHERVIN S. FARO, P.E. TEXAS REG. NO. 99451 6/13/2022



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ENITECH CIVIL ENGINEERS, INC.

OMEGA ENGINEERS, INC.

16360 PARK TEN PLACE, Ste. #325  
 FARMERS ROAD, FARMERS ROAD  
 FARMERS ROAD, FARMERS ROAD  
 FARMERS ROAD, FARMERS ROAD

SH 288 NBFR  
 FROM IH 69 TI N. MACGREGOR WAY

STORM SEWER PLAN & PROFILE  
 STA 23280+00 TO STA 23290+00

DIST.	STATE	PROJECT NO.	DATE
001	TX	SH 288	06/13/2022
CK DN:	DESIGNER	CHECKER	DATE
CK DW:	DRAWN	DATE	

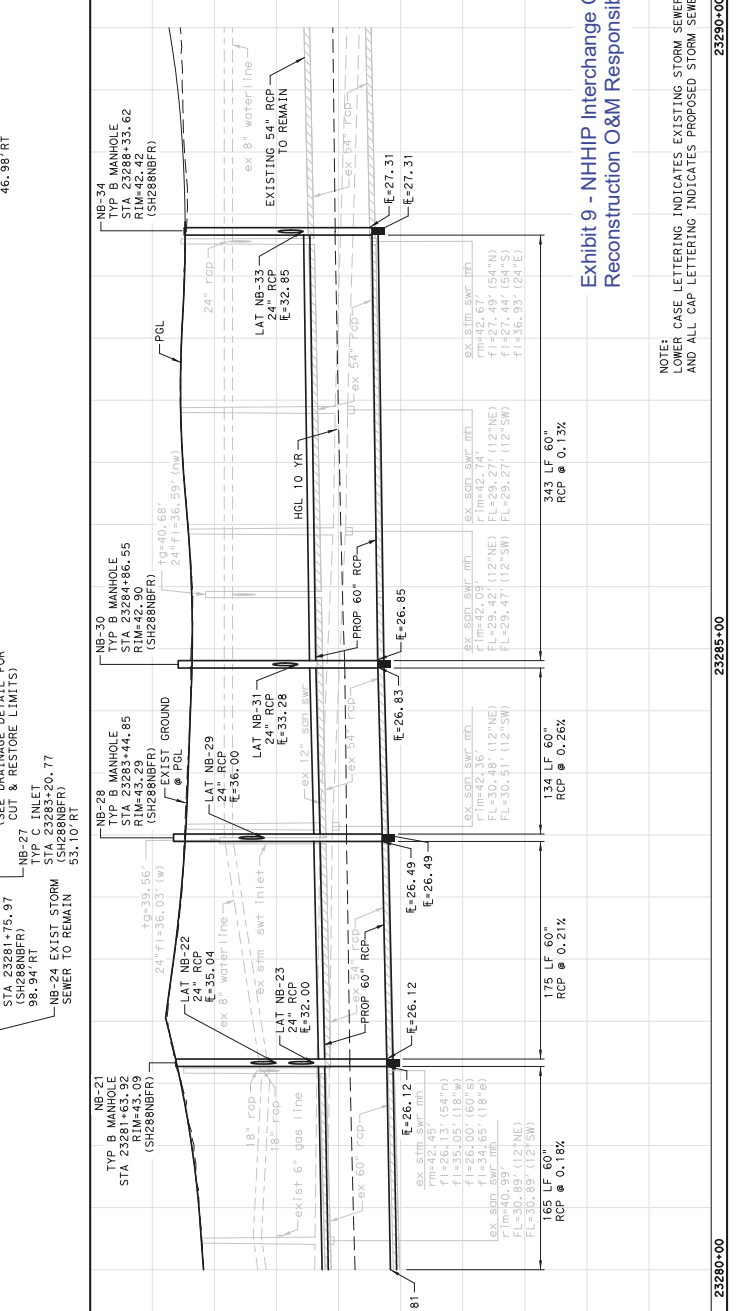
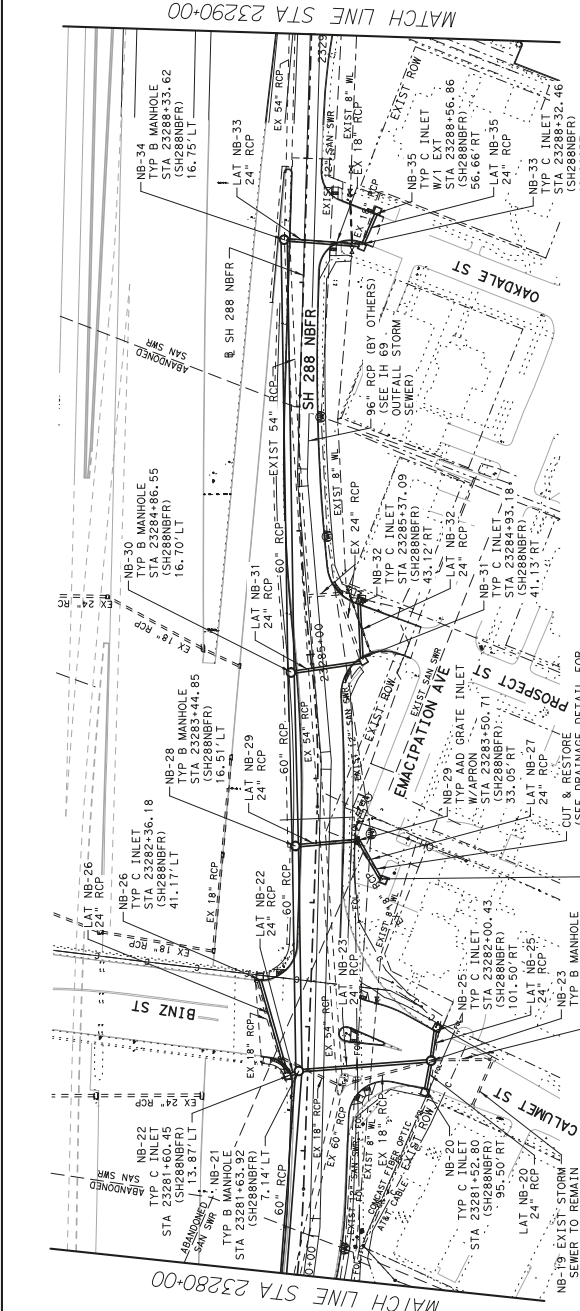


Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities

NOTE: LOWER CASE LETTERING INDICATES EXISTING STORM SEWER IN PROFILE AND ALL CAP LETTERING INDICATES PROPOSED STORM SEWER.

60% SUBMITTAL

60% Design Plans subject to change. This page illustrates the preliminary design for the reconstruction of the existing storm sewer along the northbound frontage road.

After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.

**LEGEND:**

- MANHOLE / JUNCTION
- GRATE INLET
- CURB INLET
- CURB INLET W/ EXT
- EXIST WATERLINE
- EXIST SAN SWR
- PROP STORM SEWER
- EXIST DIRECTION OF TRAFFIC
- PROPOSED DIRECTION OF TRAFFIC

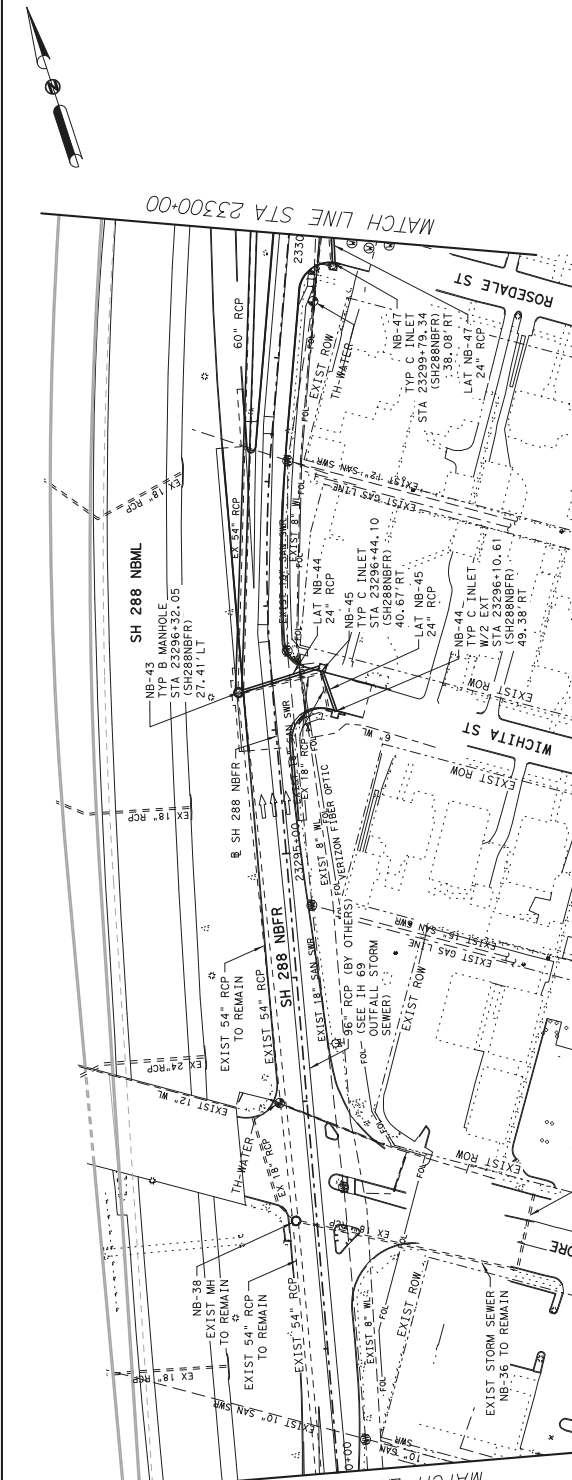
**NOTES:**

- THE HORIZONTAL CONTROL POINT FOR ALL CURB INLETS IS AT THE CENTER OF THE MANHOLE. THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
- PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES. PROPOSED R/C LENGTHS ARE BETWEEN SIZE CHANGE BENDS, AND SHEET LIMITS.
- SEE STORM SEWER LATERAL SHEETS FOR ADDITIONAL INFORMATION.
- PROVIDE CONCRETE APRON AROUND ALL GRATE TY AD/AD INLETS WHICH REFER TO "CONCRETE APRON DETAIL" FOR ADDITIONAL INFORMATION.
- PROVIDE RING & COVER ON ALL TYP CT INLETS UNLESS OTHERWISE STATE.
- ALL CULVERTS ARE CLASS III UNLESS NOTED OTHERWISE.

THESE DOCUMENTS ARE FOR CONSTRUCTION AND NOT FOR PERMIT PURPOSES.  
RESPONSIBLE ENGINEER:  
OMEGA ENGINEERS, INC.  
TYPE FIRM REGISTRATION NO. F-2147  
SHERVIN S. FARO, P.E.  
TEXAS REG. NO. 99451  
6/13/2022

HORIZ. 0 25 50 100  
VERT. 0 5 10

### Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities



NO.	DATE	REVISION	APPROVAL
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5			

NO.	DATE	REVISION	APPROVAL
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**OMEGA ENGINEERS, INC.**  
16360 PARK TEN PLACE, Ste. #325  
FARMERS ROAD, HOUSTON, TX 77040  
TEL: 281-340-0888 FAX: 281-340-0881 TX

**SH 288 NBFR**  
FROM IH 69 TO N. MACGREGOR WAY

**STORM SEWER PLAN & PROFILE**  
STA 23290+00 TO STA 23300+00

SHEET 4 OF 6

DISTRICT	6	STATE	TEXAS
COUNTY	HOUSTON	PROJECT NO.	SH 288
CITY	HUGO	DATE	06/13/2022
SCALE	AS SHOWN	DRAWN BY	10888
CHECKED BY	10888	DATE	06/13/2022

SH288\_STM\_INBRIGGOS.dgn

NO.	DATE	REVISION	APPROVAL
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45			
40			
35			
30			
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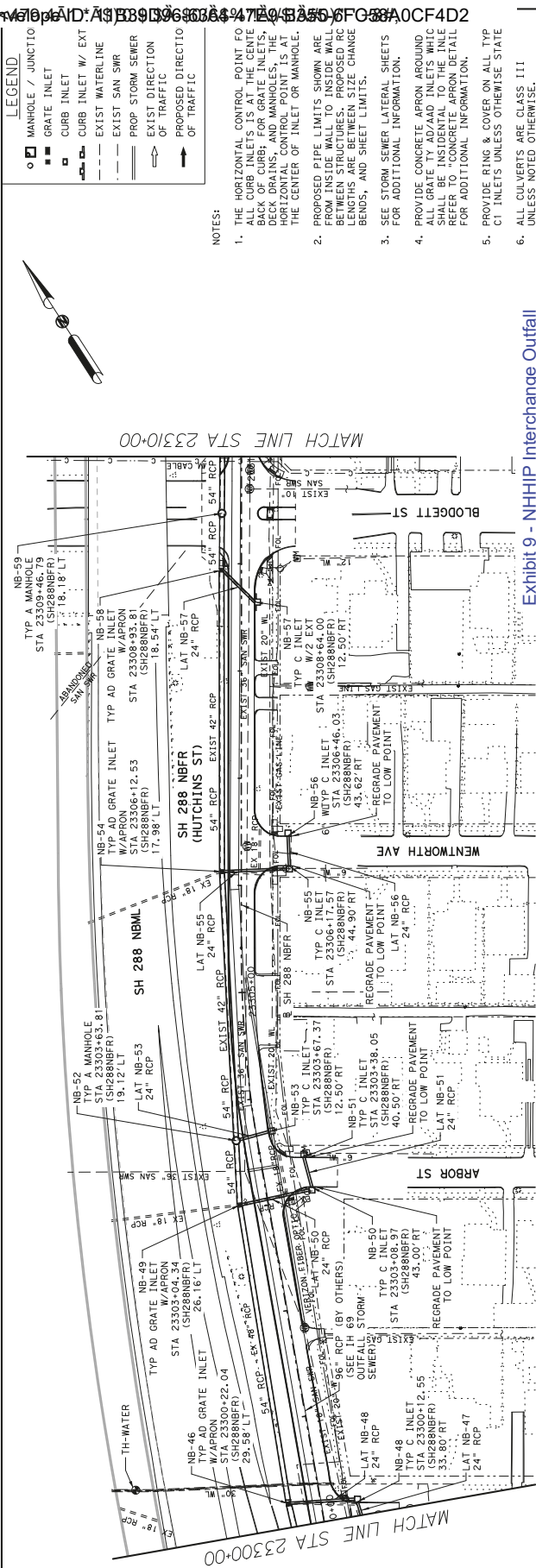
NOTE:  
LOWER CASE LETTERING INDICATES EXISTING STORM SEWER IN PROFILE  
AND ALL CAP LETTERING INDICATES PROPOSED STORM SEWER.



60% SUBMITAL

60% Design Plans subject to change. This page illustrates the preliminary design for the reconstruction of the existing storm sewer along the northbound frontage road.

After constructed by TxDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.



**LEGEND:**

○	MANHOLE / JUNCTION
■	GRATE INLET
□	CURB INLET
▣	CURB INLET W/ EXT
- - -	EXIST WATERLINE
- - -	EXIST SAN SWR
- - -	PROP STORM SEWER
→	EXIST DIRECTION OF TRAFFIC
→	PROPOSED DIRECTION OF TRAFFIC

- NOTES:**
1. THE HORIZONTAL CONTROL POINT FOR ALL CURB INLETS IS AT THE CENTER OF THE MANHOLE. THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF THE INLET OR MANHOLE.
  2. PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES. PROPOSED RC LENGTHS ARE BETWEEN SIZE CHANGE BENDS, AND SHEET LIMITS.
  3. SEE STORM SEWER LATERAL SHEETS FOR ADDITIONAL INFORMATION.
  4. PROVIDE CONCRETE APRON AROUND ALL GRATE TY AD/AD INLETS WHICH REFER TO "CONCRETE APRON DETAIL" FOR ADDITIONAL INFORMATION.
  5. PROVIDE RING & COVER ON ALL TYP CT INLETS UNLESS OTHERWISE STATE.
  6. ALL CULVERTS ARE CLASS III UNLESS NOTED OTHERWISE.

**Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities**

NO.	DATE	REVISION	APPROVED
45		TYP A MANHOLE STA 23302+46.79 (SH288NBRF) RIM=42.24	
40		TYP AD GRATE INLET STA 23306+64.00 (SH288NBRF) W/ APRON TO=40.50	
35		TYP AD GRATE INLET STA 23306+63.81 (SH288NBRF) W/ APRON TO=40.50	
30		TYP AD GRATE INLET STA 23306+63.81 (SH288NBRF) W/ APRON TO=40.50	
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15		TYP AD GRATE INLET STA 23306+63.81 (SH288NBRF) W/ APRON TO=40.50	
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0		TYP AD GRATE INLET STA 23306+63.81 (SH288NBRF) W/ APRON TO=40.50	

**ENTECH**  
 CIVIL ENGINEERS, INC.  
 16360 PARK TEN PLACE, Ste. #325  
 TX 75140-0879  
 PHONE: 281-940-0879  
 FAX: 281-940-0879

**OMEGA ENGINEERS, INC.**  
 16360 PARK TEN PLACE, Ste. #325  
 TX 75140-0879  
 PHONE: 281-940-0879  
 FAX: 281-940-0879

SH 288 NBRF  
 FROM IH 69 TI N. MACGREGOR WAY  
 STORM SEWER PLAN & PROFILE  
 STA 23300+00 TO STA 23310+00

SHEET 5 OF 6

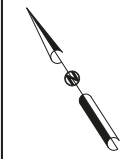
DWG:	SH 288
CK DN:	SH 288
DATE:	10/23/17
SCALE:	AS SHOWN
PROJECT NO.:	17304-01
STATE:	TEXAS
COUNTY:	HUNT
DISTRICT:	108
REVISION:	01
DATE:	10/23/17

SH288\_STM\_NBRFT006.dgn

60% SUBMITTAL

**60% Design Plans** subject to change. This page illustrates the preliminary design for the reconstruction of the existing storm sewer along the northbound frontage road.

After constructed by TXDOT, Developer shall resume operation and maintenance of the reconstructed elements shown on this page, subject to final design, that are located within SH288 Project Limits.



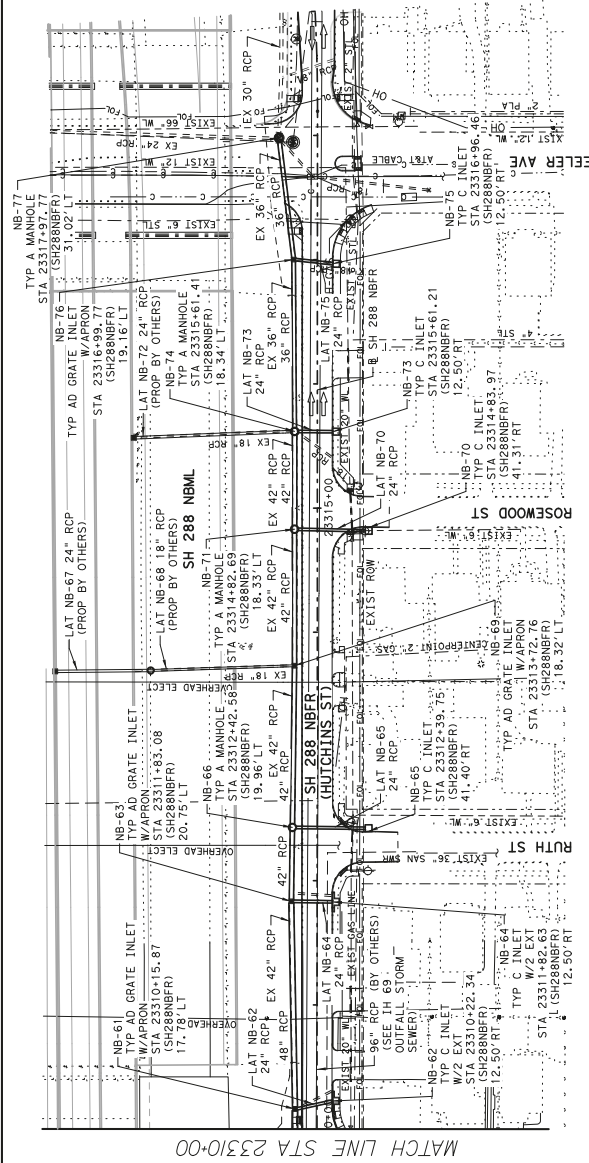
**LEGEND:**

○	MANHOLE / JUNCTION
■	GRATE INLET
□	CURB INLET
▤	CURB INLET W/ EXT
---	EXIST WATERLINE
---	EXIST SAN SWR
---	PROP STORM SEWER
→	EXIST DIRECTION OF TRAFFIC
→	PROPOSED DIRECTION OF TRAFFIC

**NOTES:**

1. THE HORIZONTAL CONTROL POINT FOR ALL CURB INLETS IS AT THE CENTER OF THE MANHOLE. THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
2. PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES. PROPOSED PIPE LENGTHS ARE BETWEEN SIZE CHANGE BENDS, AND SHEET LIMITS.
3. SEE STORM SEWER LATERAL SHEETS FOR ADDITIONAL INFORMATION.
4. PROVIDE CONCRETE APRON AROUND ALL GRATE TY AD/AD INLETS WHICH REFER TO "CONCRETE APRON DETAIL" FOR ADDITIONAL INFORMATION.
5. PROVIDE RING & COVER ON ALL TY AD INLETS UNLESS OTHERWISE STATE
6. ALL CULVERTS ARE CLASS III UNLESS NOTED OTHERWISE.

**Exhibit 9 - NHHP Interchange Outfall Reconstruction O&M Responsibilities**



NO.	DATE	REVISION	APPROVED
50			
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NO.	DATE	REVISION	APPROVED
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10			
5			

THESE DOCUMENTS ARE FOR CONSTRUCTION BIDDING OR PERMIT PURPOSES. RESPONSIBLE ENGINEER: SH288 STW\_NBR107.dgn NO. F-2147 SHERVIN S. FARO, P.E. TEXAS REG. NO. 99451 6/13/2022

HORIZ. 0 25 50 100  
VERT. 0 5 10

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**ENITECH**  
CIVIL ENGINEERS, INC.

F-6932  
16360 PARK TEN PLACE, STE. #325  
DALLAS, TX 75244  
TEL: 972-980-7094  
FAX: 972-980-0811

**OMEGA ENGINEERS, INC.**  
16360 PARK TEN PLACE, STE. #325  
DALLAS, TX 75244  
TEL: 972-980-7094  
FAX: 972-980-0811

SH 288 NBFR  
FROM IH 69 TT N. MACGREGOR WAY

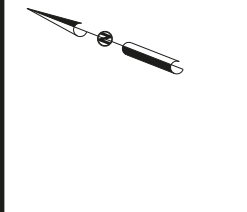
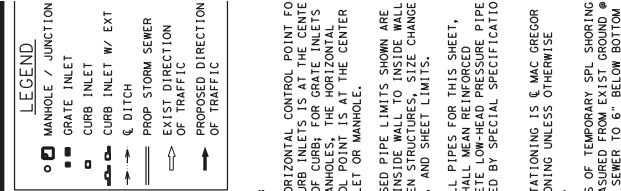
STORM SEWER PLAN & PROFILE  
STA 23310+00 TO STA 23319+00

SHEET 6 OF 6

DISTRICT	6	STATE	TEXAS
PROJECT NO.	17304-01	CONTRACT NO.	0088-01
DATE	06/13/2022	CHECKED BY	0088-01
DESIGNED BY	0088-01	DATE	06/13/2022

SH288\_STW\_NBR107.dgn

17304-01 BGE IH 35-7IDP059\WM 4-1-19\03.Design\9\_Sheet\SH288\_STW\_NBR107.dgn



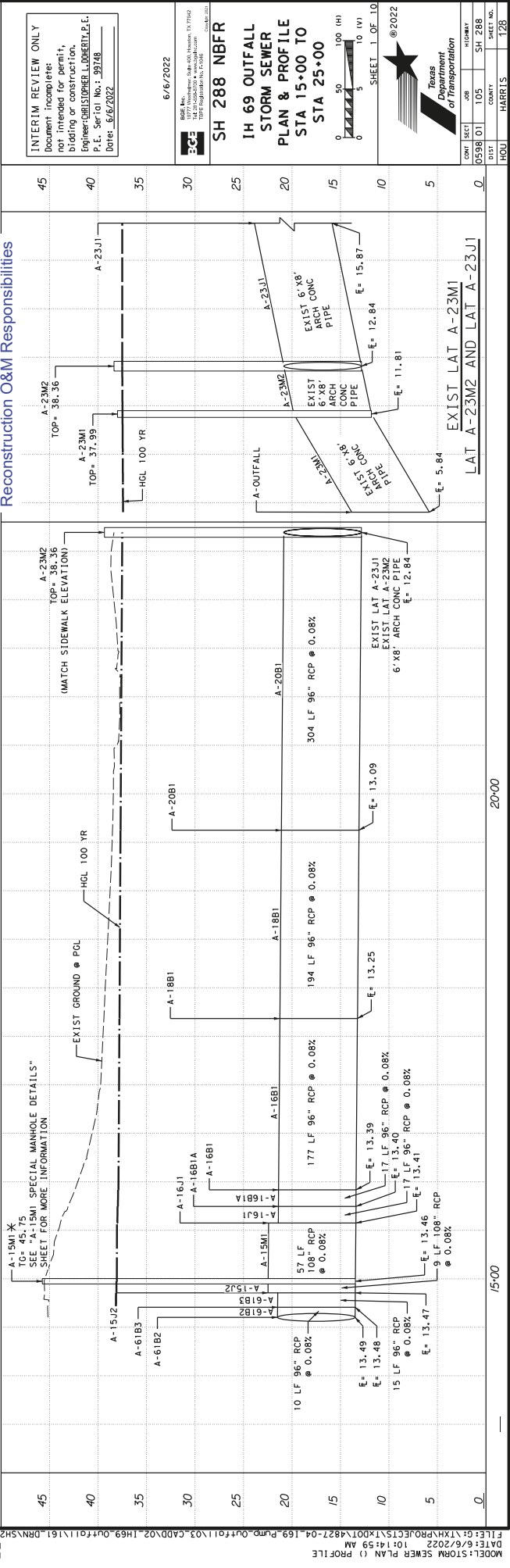
- LEGEND**
- MANHOLE / JUNCTION
  - GRATE INLET
  - CURB INLET
  - PROP. STORM SEWER
  - EXIST DIRECTION OF TRAFFIC
  - PROPOSED DIRECTION OF TRAFFIC
- NOTES:**
- THE HORIZONTAL CONTROL POINT FOR THE PROPOSED AND EXISTING STORM SEWER MANHOLES, THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
  - PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES, SIZE CHANGE BENDS, AND SHEET LIMITS.
  - FOR ALL PIPES FOR THIS SHEET, RCP SHALL MEAN REINFORCED CONCRETE PIPE UNLESS OTHERWISE SPECIFIED BY SPECIAL SPECIFICATION XXXX.
  - ALL STATIONING IS  $\text{\textcircled{C}}$  MAC GREGOR NOTED.
  - LIMITS OF TEMPORARY SPL SHORING IS MEASURED FROM EXIST GROUND  $\text{\textcircled{C}}$  STORM SEWER TO 6" BELOW BOTTOM THICKNESS OF PIPES.

60% Design Plans subject to change. This page illustrates construction of the NHHIP storm sewer outfall along the northbound frontage road.

TxDOT shall construct, operate, and maintain the outfall work shown on this page.

**Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities**

★ THE INTENT FOR THE SPECIAL MANHOLE WITH GRATE IS TO BE A COLLECTION POINT FOR STORM SEWER NOT INTENDED TO COLLECT RUNOFF FROM SURROUNDING AREA TO GRATE OPENING.



INTERIM REVIEW ONLY  
 Document incomplete.  
 not intended for permit, bidding or construction.  
 Engineer: CHRIS SHERILL, DORSETT, P.E.  
 P.E. Serial No.: 99148  
 Date: 6/6/2022

6/6/2022  
 ECE

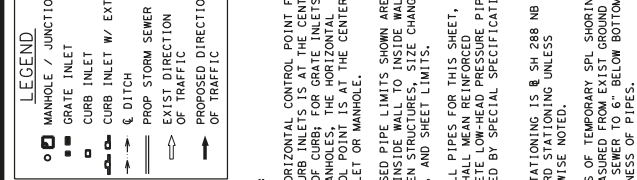
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**IH 69 OUTFALL**  
**STORM SEWER**  
**PLAN & PROFILE**  
**STA 15+00 TO**  
**STA 25+00**

0 50 100 (H)  
 0 5 10 (V)

SHEET 1 OF 10

Texas Department of Transportation

COMT	SECT	JOB	COUNTY	SHEET NO.
0598	01	105	SH 288	128



60% Design Plans subject to change. This page illustrates construction of the NHHIP storm sewer outfall along the northbound frontage road.

TxDOT shall construct, operate, and maintain the outfall work shown on this page.



893 LF 96" RCP @ 0.08%

17 LF 96" RCP @ 0.08%

STATION	ELEVATION
23260+00	13.49
23260+00	13.51
23260+00	14.22

SH 288 NBFR  
IH 69 OUTFALL  
STORM SEWER  
PLAN & PROFILE  
STA 23260+00 TO  
STA 23270+00

DATE: 6/6/2022  
ENGINEER: CHRISTOPHER L. DOWDRIE, P.E.  
PROJECT NO.: 23265-00

LEGEND:  
MANHOLE / JUNCTION  
GRATE INLET  
CURB INLET  
CURB INLET W/ EXT  
DITCH  
PROP. STORM SEWER  
EXIST DIRECTION OF TRAFFIC  
PROPOSED DIRECTION OF TRAFFIC

- NOTES:
- THE HORIZONTAL CONTROL POINT FOR ALL STRUCTURES SHALL BE THE FACE OF CURB, INLET, MANHOLES, THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
  - PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES, SIZE CHANGE BENDS, AND SHEET LIMITS.
  - FOR ALL PIPES FOR THIS SHEET, RCP SHALL MEAN REINFORCED CONCRETE LOW-HEAD PIPE UNLESS SPECIFIED OTHERWISE BY SPECIAL SPECIFICATION XXXX.
  - ALL STATIONING IS SH 288 NB FRFG RD STATIONING UNLESS OTHERWISE NOTED.
  - LIMITS OF TEMPORARY SPL SHORING IS MEASURED FROM EXIST GROUND @ STORM SEWER TO 6" BELOW BOTTOM THICKNESS OF PIPES.

INTERIM REVIEW ONLY  
Document completed:  
not intended for permit,  
bidding or construction.  
Engineer: CHRISTOPHER L. DOWDRIE, P.E.  
P.E. Serial No.: 99148  
Date: 6/6/2022

6/6/2022  
ECE  
SH 288 NBFR  
IH 69 OUTFALL  
STORM SEWER  
PLAN & PROFILE  
STA 23260+00 TO  
STA 23270+00

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Department  
of Transportation

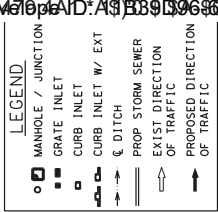
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0598	01	105

DIST	COUNTY	SHEET NO.
HOU	HARRIS	129

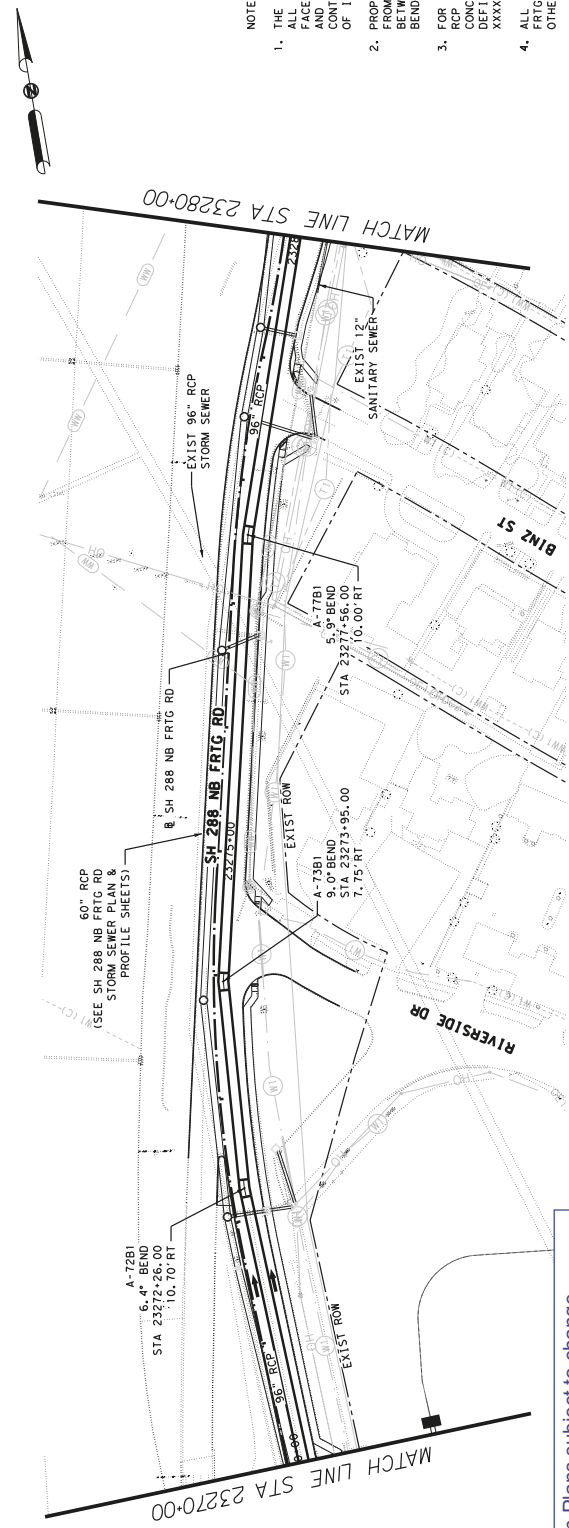
Exhibit 9 - NHHIP Interchange Outfall  
Reconstruction O&M Responsibilities

23265-00  
23260+00  
23270+00

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- NOTES:
1. THE HORIZONTAL CONTROL POINT FOR THE PROPOSED PIPE SHALL BE THE FACE OF CURB, FOR GRATE INLETS AND MANHOLES, THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
  2. PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES, SIZE CHANGE BENDS, AND SHEET LIMITS.
  3. FOR ALL PIPES FOR THIS SHEET, RCP SHALL MEAN REINFORCED CONCRETE PIPE UNLESS OTHERWISE SPECIFIED BY SPECIAL SPECIFICATION XXXX.
  4. ALL STATIONING IS @ SH 288 NB FRFG RD STATIONING UNLESS OTHERWISE NOTED.
  5. LIMITS OF TEMPORARY SPL SHORING IS MEASURED FROM EXIST GROUND @ STORM SEWER TO 6" BELOW BOTTOM THICKNESS OF PIPES.



60% Design Plans subject to change. This page illustrates construction of the NHHIP storm sewer outfall along the northbound frontage road. TxDOT shall construct, operate, and maintain the outfall work shown on this page.

INTERIM REVIEW ONLY  
Document incomplete:  
not intended for permit,  
bidding or construction.  
Engineer: CHRIS OSBORN, L.L. OSBORN, P.E.  
P.E. Serial No.: 93148  
Date: 6/6/2022

6/6/2022

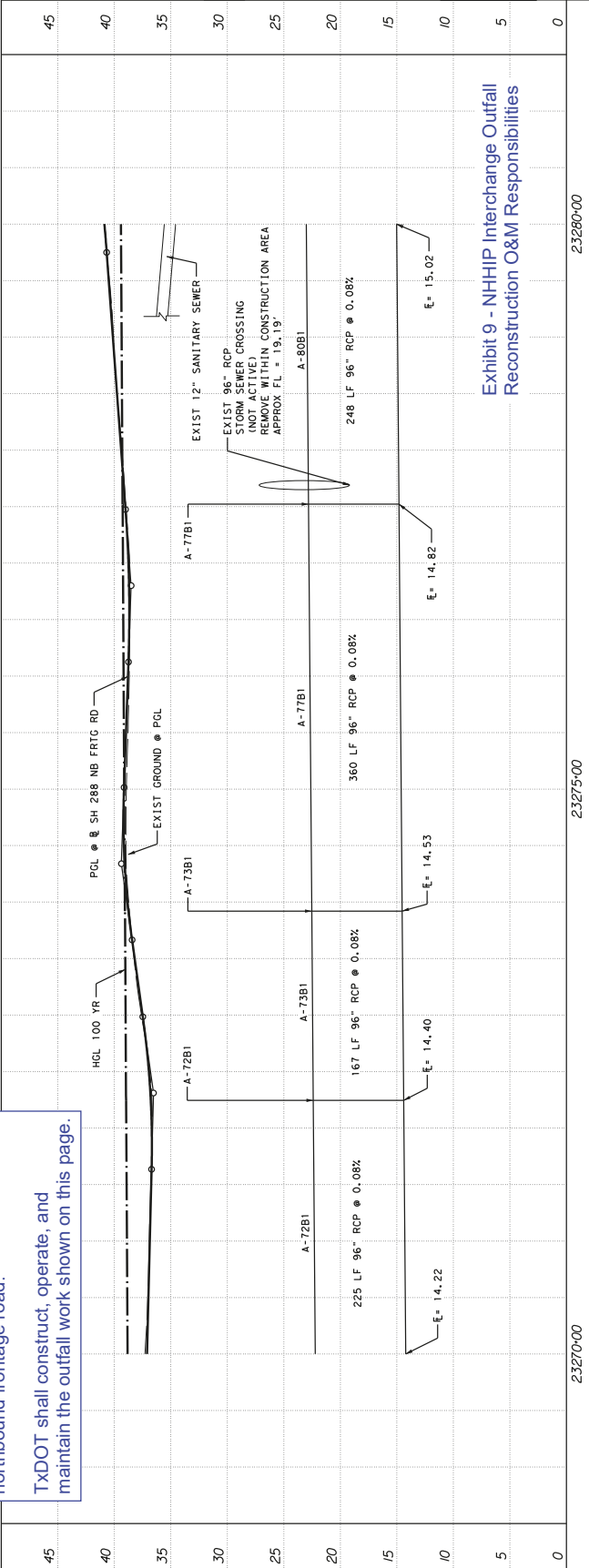
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IH 69 OUTFALL  
STORM SEWER  
PLAN & PROFILE  
STA 23370+00 TO  
STA 23280+00

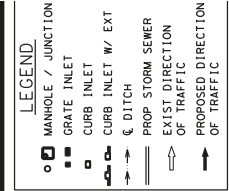
0 50 100 (H)  
0 5 10 (V)  
SHEET 3 OF 10

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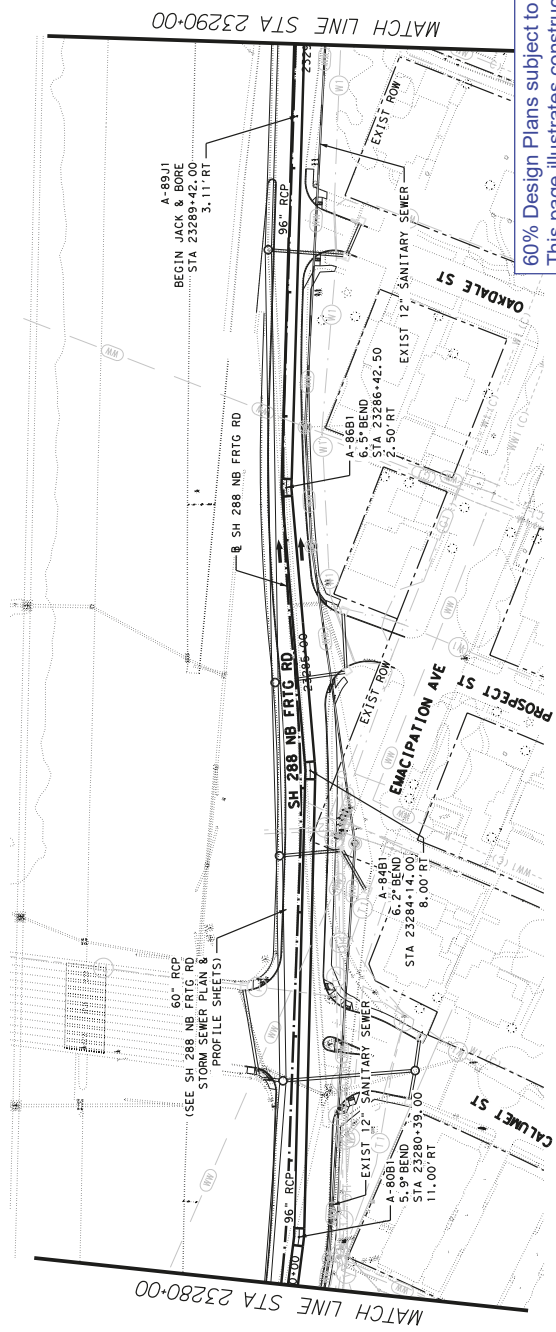
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COUNTY <td colspan="2">HARRIS</td>	HARRIS	
DISTRICT <td colspan="2">H01</td>	H01	
SHEET NO. <td colspan="2">130</td>	130	

Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities

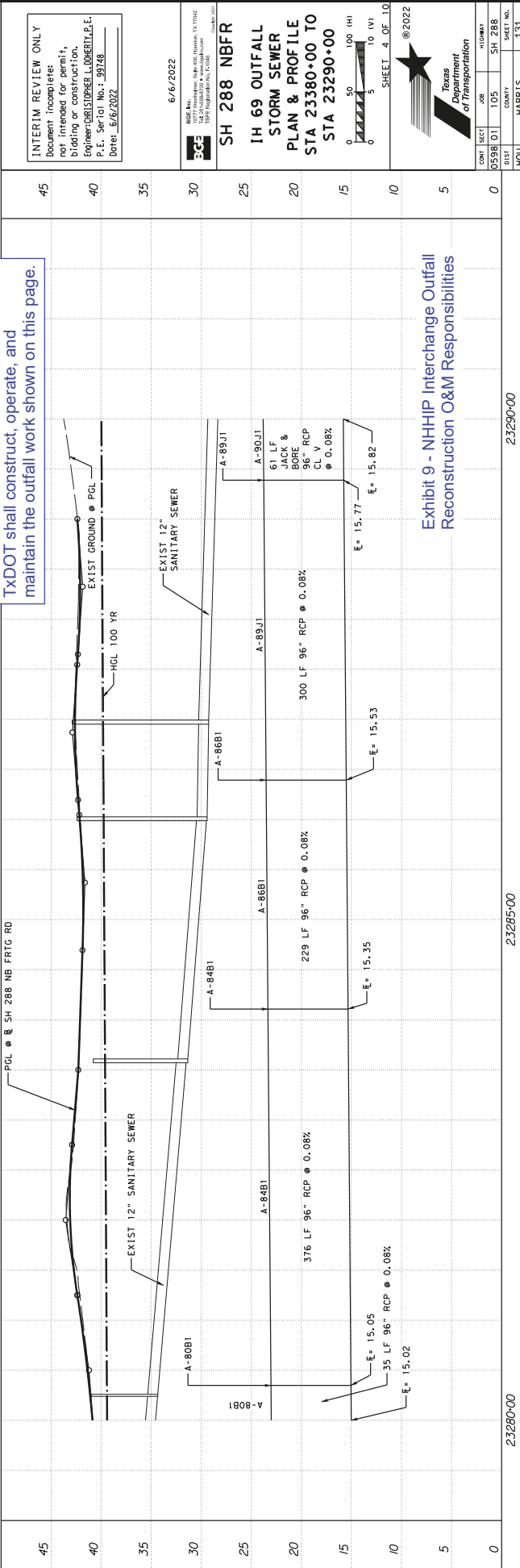




- NOTES:
1. THE HORIZONTAL CONTROL POINT FOR THE PROPOSED STORM SEWER SHALL BE THE FACE OF CURB FOR GRATE INLETS AND MANHOLES; THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
  2. PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES, SIZE CHANGE BENDS, AND SHEET LIMITS.
  3. FOR ALL PIPES FOR THIS SHEET, RCP SHALL MEAN REINFORCED CONCRETE UNDER HEAD PRESSURE PIPE DEFINED BY SPECIAL SPECIFICATION XXXX.
  4. ALL STATIONING IS @ SH 288 NB FRGT RD STATIONING UNLESS OTHERWISE NOTED.
  5. LIMITS OF TEMPORARY SPL SHORING IS MEASURED FROM EXIST GROUND @ STORM SEWER TO 6" BELOW BOTTOM THICKNESS OF PIPES.



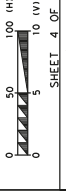
60% Design Plans subject to change. This page illustrates construction of the NHHIP storm sewer outfall along the northbound frontage road. TxDOT shall construct, operate, and maintain the outfall work shown on this page.



INTERIM REVIEW ONLY  
 Document completed:  
 not intended for permit,  
 bidding or construction.  
 Engineer: CHRISTOPHER L. DOWERT, P.E.  
 P.E. Serial No.: 93148  
 Date: 6/6/2022



6/6/2022  
**SH 288 NBFR**  
**IH 69 OUTFALL**  
**STORM SEWER**  
**PLAN & PROFILE**  
**STA 23380+00 TO**  
**STA 23290+00**



SHEET 4 OF 10  
 © 2022



CONTRACT NO.	0598	01	105	SH 288
DIST.				
COUNTY	HARRIS			
SHEET NO.	131			

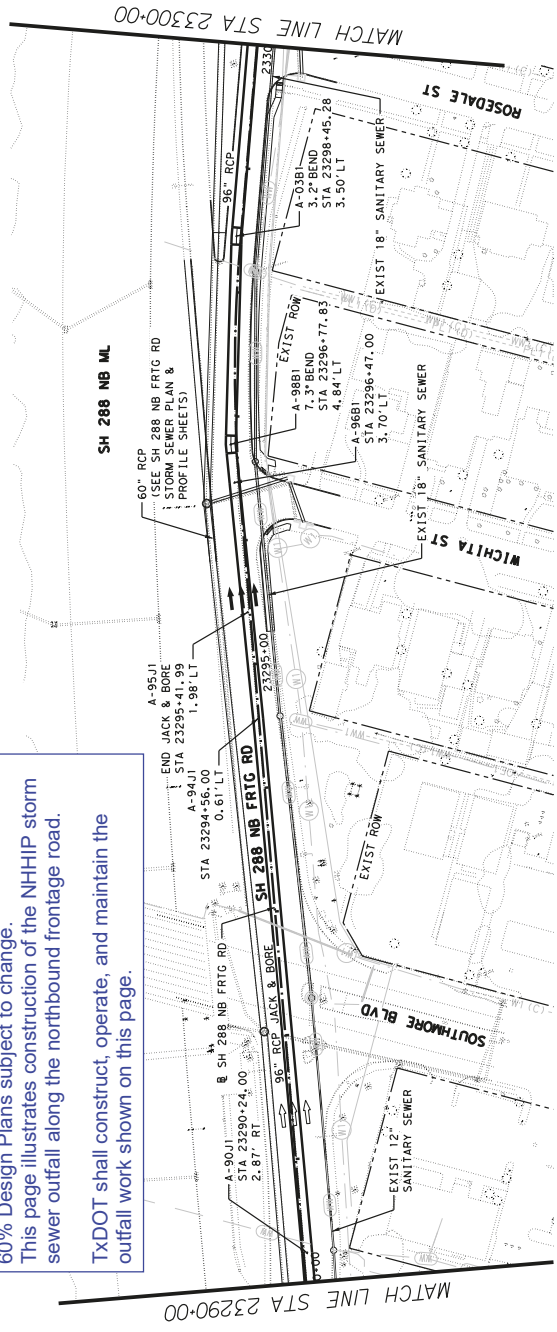
Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities

**LEGEND**

- MANHOLE / JUNCTION
- GRATE INLET
- CURB INLET
- ▣ CURB INLET W/ EXT
- DITCH
- PROP. STORM SEWER
- EXIST. DIRECTION OF TRAFFIC
- PROPOSED DIRECTION OF TRAFFIC

- NOTES:**
1. THE HORIZONTAL CONTROL POINT FOR THE PROPOSED STORM SEWER SHALL BE THE FACE OF CURB, FOR GRATE INLETS AND MANHOLES, THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
  2. PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES, SIZE CHANGE BENDS, AND SHEET LIMITS.
  3. FOR ALL PIPES FOR THIS SHEET, RCP SHALL MEAN REINFORCED CONCRETE PIPE UNDER PRESSURE DEFINED BY SPECIAL SPECIFICATION XXXX.
  4. ALL STATIONING IS @ SH 288 NB FRGT RD STATIONING UNLESS OTHERWISE NOTED.
  5. LIMITS OF TEMPORARY SPL SHORING IS MEASURED FROM EXIST GROUND @ STORM SEWER TO 6" BELOW BOTTOM THICKNESS OF PIPES.

60% Design Plans subject to change. This page illustrates construction of the NHHIP storm sewer outfall along the northbound frontage road. TxDOT shall construct, operate, and maintain the outfall work shown on this page.



**INTERIM REVIEW ONLY**  
 Document incomplete:  
 not intended for permit,  
 bidding or construction.  
 Engineer: CHRIS STORER, L.L. DORRILL, P.E.  
 P.E. Serial No.: 93148  
 Date: 6/6/2022

6/6/2022

**SH 288 NBFR**  
**IH 69 OUTFALL**  
**STORM SEWER**  
**PLAN & PROFILE**  
**STA 23390+00 TO**  
**STA 23300+00**

Scale: 0 50 100 (H) 0 5 10 (V)

SHEET 5 OF 10

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Texas Department of Transportation

CONTRACT	SECTION	JOB	ROW	SHEET NO.
0598	01	105	SH 288	132
DIST				HARRIS
HOU				

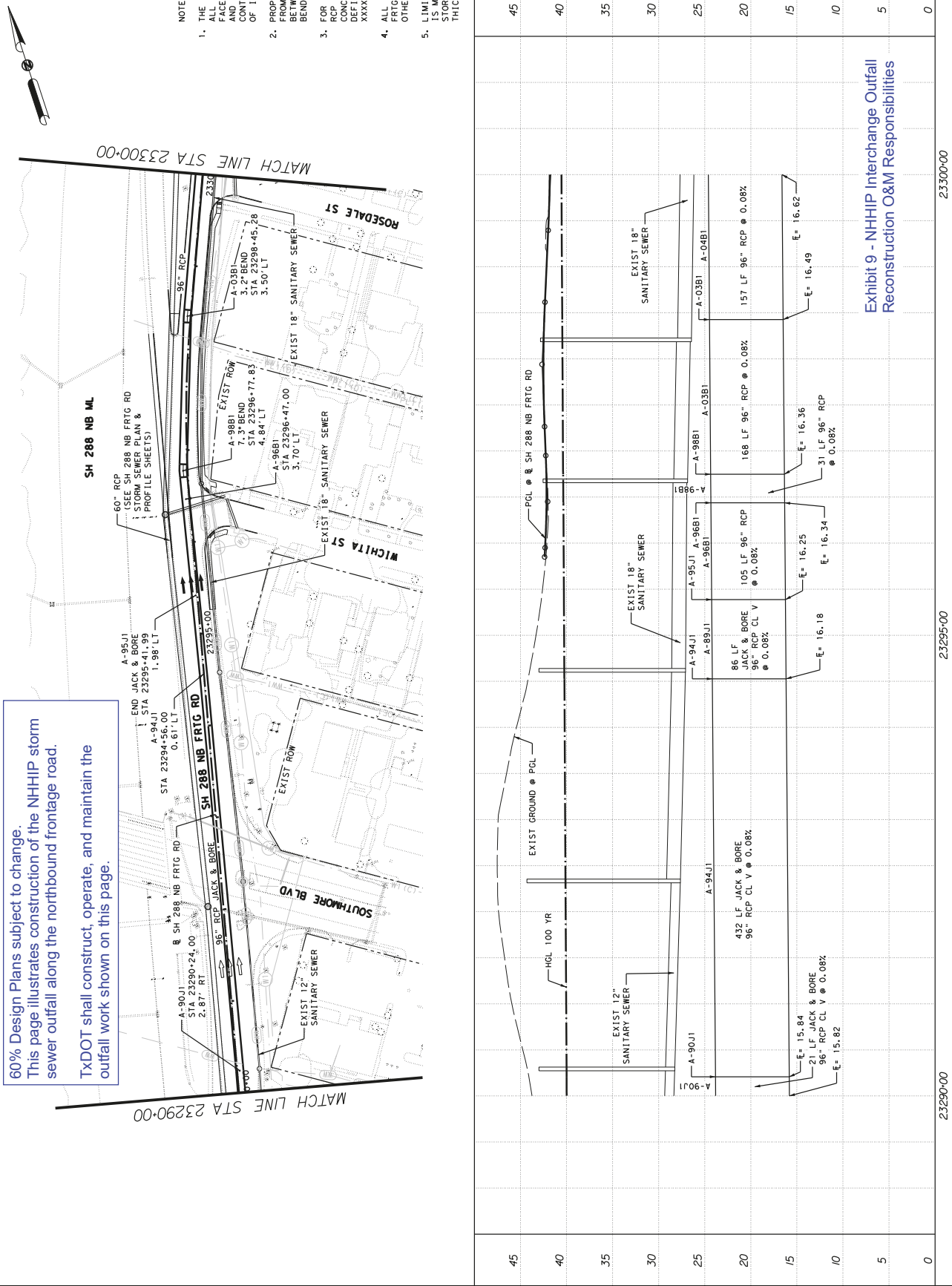


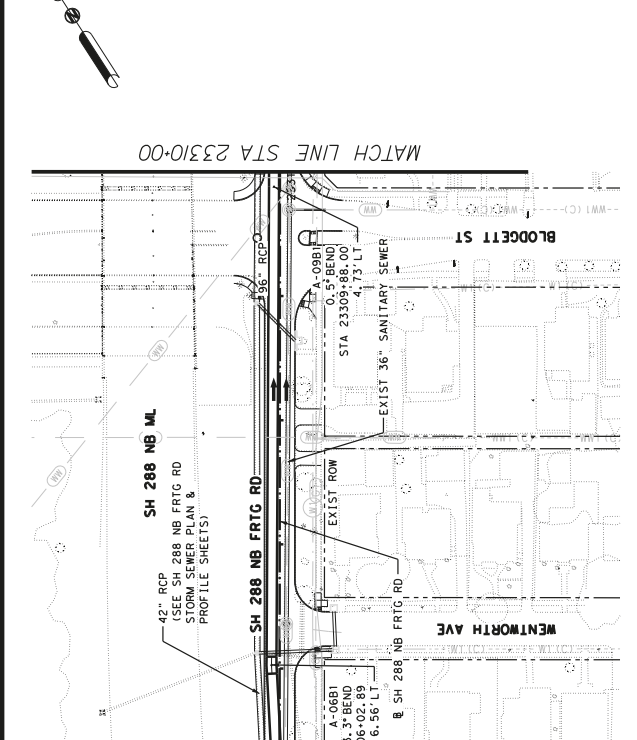
Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities

**LEGEND**

- MANHOLE / JUNCTION
- GRATE INLET
- CURB INLET
- PROP. STORM SEWER
- EXIST. DIRECTION OF TRAFFIC
- PROPOSED DIRECTION OF TRAFFIC
- PROPOSED DIRECTION OF TRAFFIC



- NOTES:**
- THE HORIZONTAL CONTROL POINT FOR ALL MANHOLES SHALL BE THE FACE OF CURB, INLET INLETS AND MANHOLES, THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
  - PROPOSED PIPE LIMITS SHOWN ARE FROM INSIDE WALL TO INSIDE WALL BETWEEN STRUCTURES, SIZE CHANGE BENDS, AND SHEET LIMITS.
  - FOR ALL PIPES FOR THIS SHEET, RCP SHALL MEAN REINFORCED CONCRETE UNDER PRESSURE PIPE DEFINED BY SPECIAL SPECIFICATION XXXX.
  - ALL STATIONING IS @ SH 288 NB FRGT RD STATIONING UNLESS OTHERWISE NOTED.
  - LIMITS OF TEMPORARY SPL SHORING IS MEASURED FROM EXIST GROUND @ STORM SEWER TO 6" BELOW BOTTOM THICKNESS OF PIPES.



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**INTERIM REVIEW ONLY**  
 Document incomplete:  
 not intended for permit,  
 bidding or construction.  
 Engineer: CHRISTOPHER L. DOMERTELL, P.E.  
 P.E. Serial No.: 99148  
 Date: 6/6/2022

6/6/2022

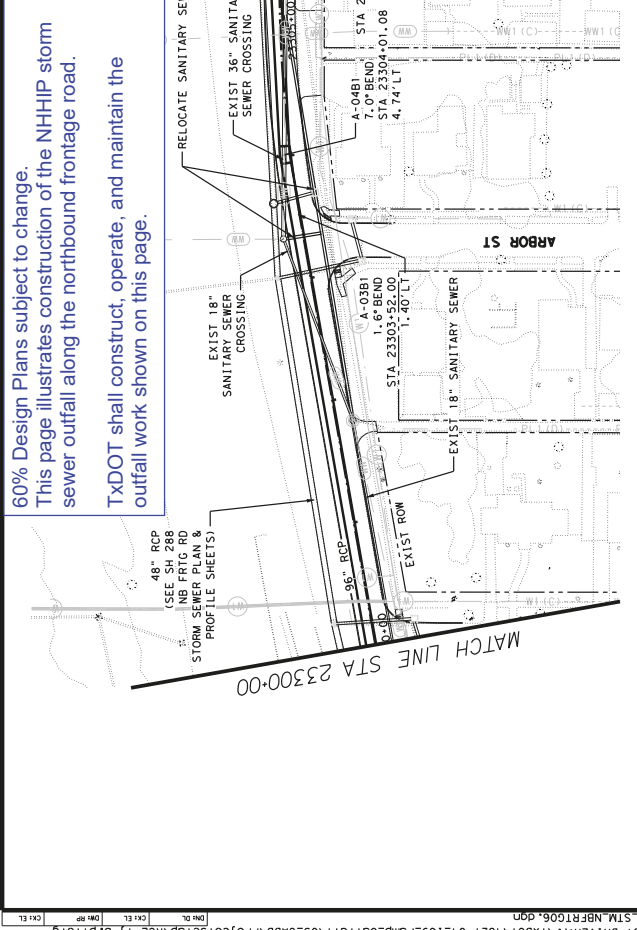
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**1H 69 OUTFALL**  
**STORM SEWER**  
**PLAN & PROFILE**  
**STA 23300+00 TO**  
**STA 23310+00**

0 50 100 (H)  
 0 5 10 (V)  
 SHEET 6 OF 10

Texas Department of Transportation

CONT.	SCT.	JOB	HIGHWAY
0598	01	105	SH 288

HOU COUNTY HARRIS SHEET NO. 133



FILE: G:\TXHP\PROJECTS\TXDOT\4827-04\169\_Pump-Outfall\1161\_Plan\SH288\_STM\_NBFRTG06.dgn  
 PLOT DRIVER: V:\XDOT\4827-04\169\_Pump-Outfall\1161\_Plan\SH288\_Plan\SH288\_Plan.dwg

MODEL: STORM SEWER PLAN (1) PROFILE  
 DATE: 6/6/2022 10:15:05 AM

**Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities**



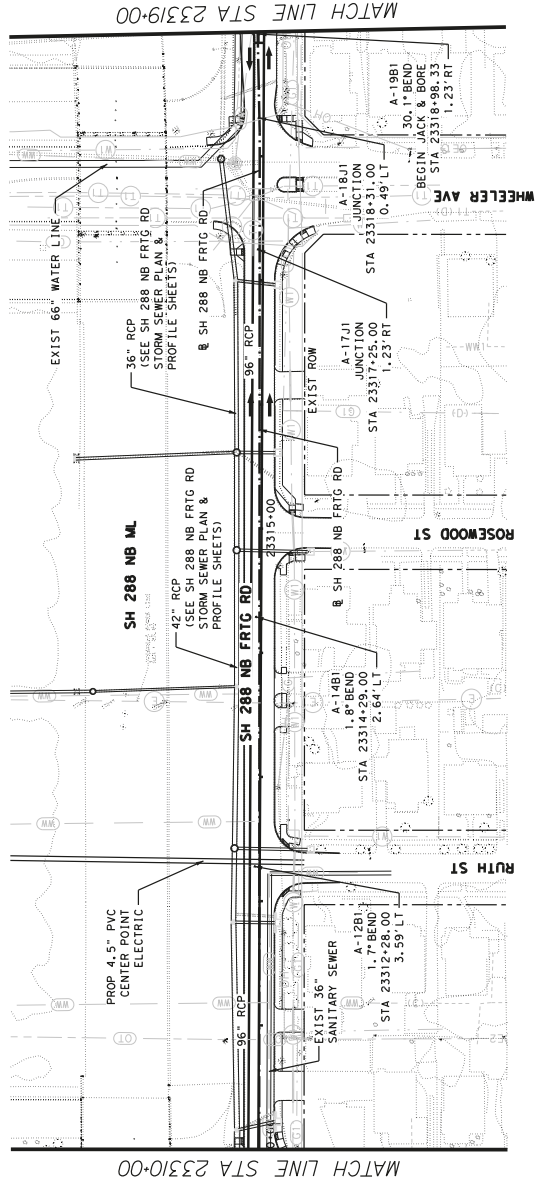
**LEGEND**

- MANHOLE / JUNCTION
- GRATE INLET
- ▣ CURB INLET
- ▤ CURB INLET W/ EXT
- ▥ DITCH
- ▧ PROP. STORM SEWER
- ▨ EXIST DIRECTION OF TRAFFIC
- ▩ PROPOSED DIRECTION OF TRAFFIC

- NOTES:**
- THE HORIZONTAL CONTROL POINT FOR THE PROPOSED PIPE SHALL BE THE FACE OF CURB, FOR GRADE, INLETS AND MANHOLES. THE HORIZONTAL CONTROL POINT IS AT THE CENTER OF INLET OR MANHOLE.
  - PROPOSED PIPE LIMITS SHOWN ARE FROM THE INSIDE WALL TO THE INSIDE WALL. DIMENSIONS ARE BETWEEN STRUCTURES, SIZE CHANGE BENDS, AND SHEET LIMITS.
  - FOR ALL PIPES FOR THIS SHEET, RCP SHALL MEAN REINFORCED CONCRETE OVERHEAD PIPE. PIPE SPECIFICATIONS SHALL BE DEFINED BY SPECIAL SPECIFICATION TO XXXX.
  - ALL STATIONING IS @ SH 288 NB FRTG RD STATIONING UNLESS OTHERWISE NOTED.
  - LIMITS OF TEMPORARY SPL SHORING IS MEASURED FROM EXIST GROUND @ STORM SEWER TO 6" BELOW BOTTOM THICKNESS OF PIPES.

**60% Design Plans**  
 subject to change.  
 This page illustrates the construction of the NHHIP storm sewer outfall along the northbound frontage road.

**TXDOT shall construct, operate, and maintain the outfall work shown on this page.**



**INTERIM REVIEW ONLY**  
 Document is for informational purposes only. It is not intended for permit, bidding or construction. Engineer: CHRIS STORER, L.L. DORRILL, P.E. P.E. Serial No.: 99148 Date: 6/6/2022

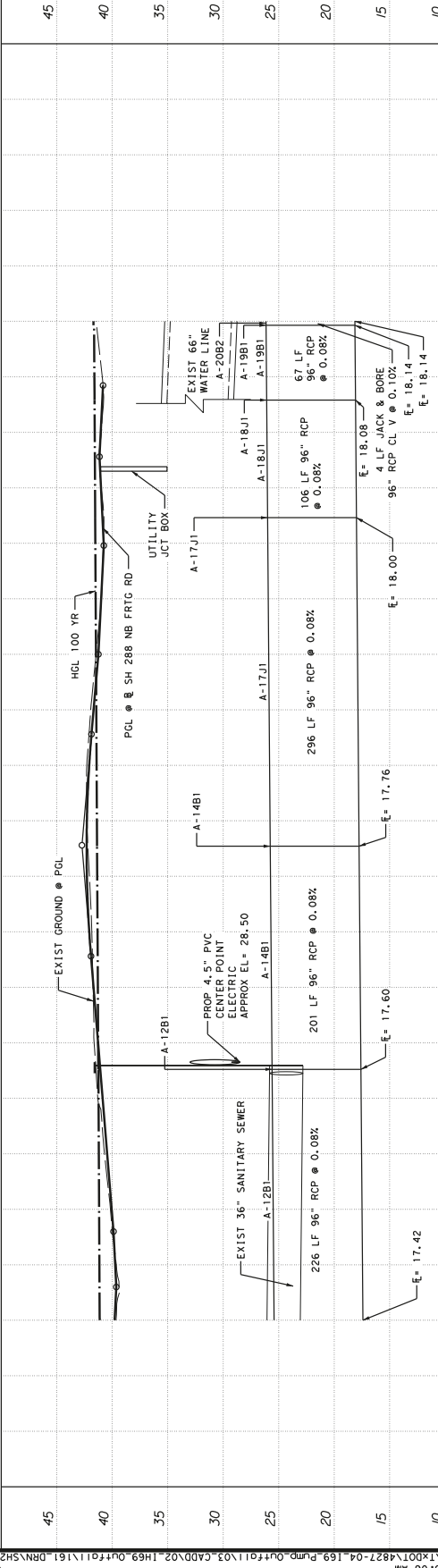
6/6/2022

**SH 288 NBFR**  
**IH 69 OUTFALL**  
**STORM SEWER**  
**PLAN & PROFILE**  
**STA 23310+00 TO**  
**STA 23319+00**

0 50 100 (H)  
 0 5 10 (V)  
 SHEET 7 OF 10

Texas Department of Transportation

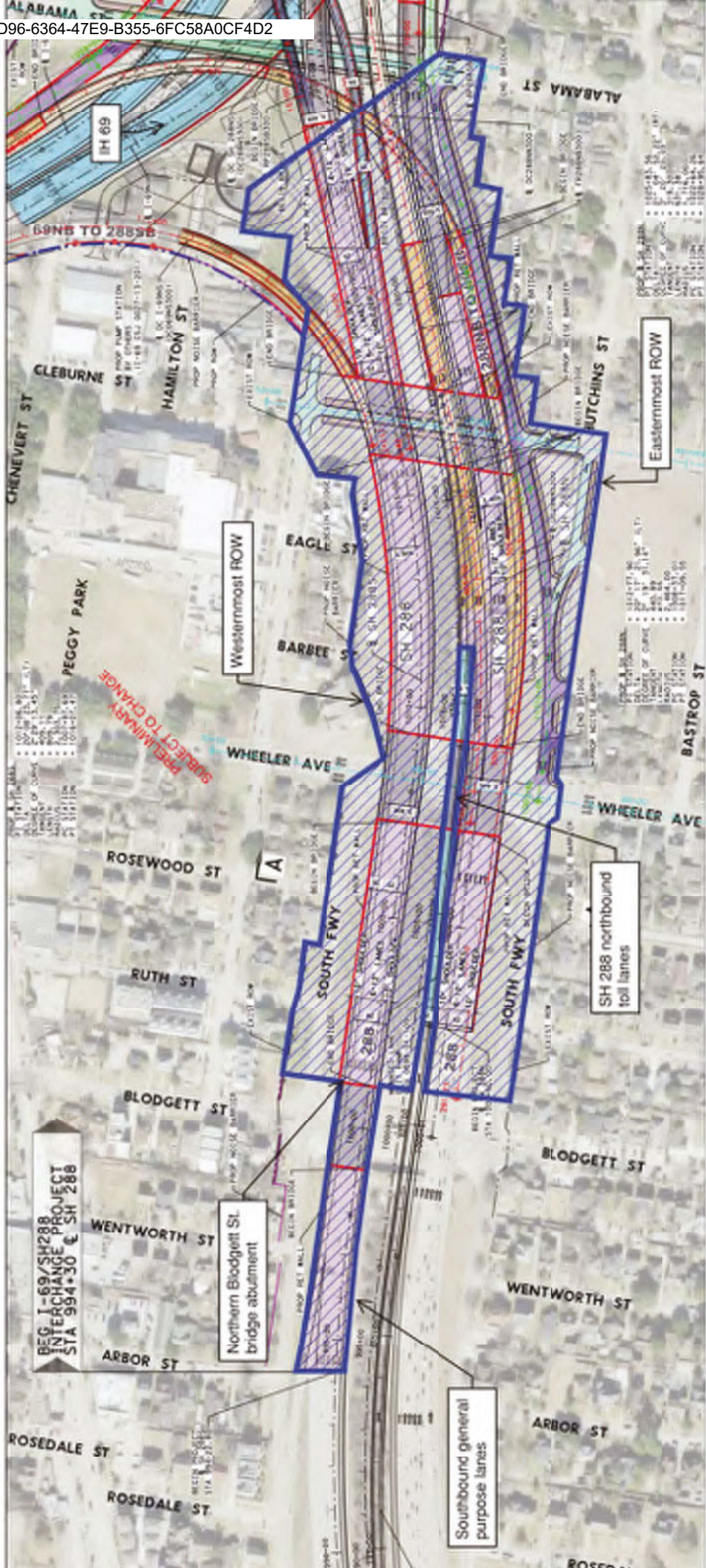
CONTRACT	SHEET	JOB	DATE
0598	01	105	SH 288
			HARRIS
			134



**Exhibit 9 - NHHIP Interchange Outfall Reconstruction O&M Responsibilities**

**EXHIBIT 10**  
**RELEASED RIGHT-OF-WAY**

### Exhibit 10 - Released ROW



Hatched area represents the approximate limits of the released ROW where the SH 288 general purpose lanes and frontage roads will be reconstructed by NHHIP. The exact limits will be defined in the Lease Agreement after NHHIP final design has been completed. The limits can generally be described from the easternmost ROW to the westernmost ROW from the SH288 Project Limits near IH 69 to the northern bridge abutment at Blodgett street. TxDOT will maintain the reconstructed portion of the southbound general purpose lanes of the southbound Blodgett Street bridge and southbound mainlane pavement reconstructed by the NHHIP Project. BTG will maintain the northbound SH 288 Toll Lanes until the exit to the general purpose lanes at the gore.



**EXHIBIT 11**  
**FORM OF LEASE AMENDMENT**

**EXHIBIT 11  
FORM OF LEASE AMENDMENT**

\* \* \* \* \*

**FIRST AMENDMENT TO PROJECT LEASE  
STATE HIGHWAY 288 TOLL LANES IN HARRIS COUNTY**

This First Amendment to the Project Lease (together with its exhibit, the “First Amendment”) is entered into by and between the Texas Department of Transportation, a public agency of the State of Texas (“TxDOT”), and Blueridge Transportation Group, LLC, a Delaware limited liability company (“Developer”).

**RECITALS**

A. TxDOT and Developer have entered into that Comprehensive Development Agreement (State Highway 288 Toll Lanes in Harris County) dated as of March 4, 2016 (the “Agreement”). Pursuant to that Agreement, TxDOT and Developer entered into the Project Lease as of October 25, 2016.

B. To resolve various issues related to the Agreement, TxDOT and the Developer entered into the Final Acceptance Agreement with Regard to the State Highway 288 Toll Lanes in Harris County Project (“Global Settlement”) as of [DATE]. Section 17 and Exhibit 10 of Global Settlement modify the limits of the Project Right of Way. Therefore, as required by the Global Settlement, the Parties now amend the Project Lease to reflect the modified project limits.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and agreements set forth herein, the Parties hereby agree as follows:

**AGREEMENT**

**1. Lease Premises**

Exhibit A to the Project Lease, which describes the premises subject to the lease, is hereby deleted and replaced in full with the revised Exhibit A attached to this First Amendment.

**2. Miscellaneous**

The Parties intend that this First Amendment make no other changes to the Project Lease.

This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

This First Amendment is effective upon the last Party's execution hereof.

**Signature Page Immediately Follows**

IN WITNESS WHEREOF, the Parties, intending to be legally bound, execute this First Amendment to the Project Lease:

**Developer**

**TxDOT**

**Blueridge Transportation Group, LLC**

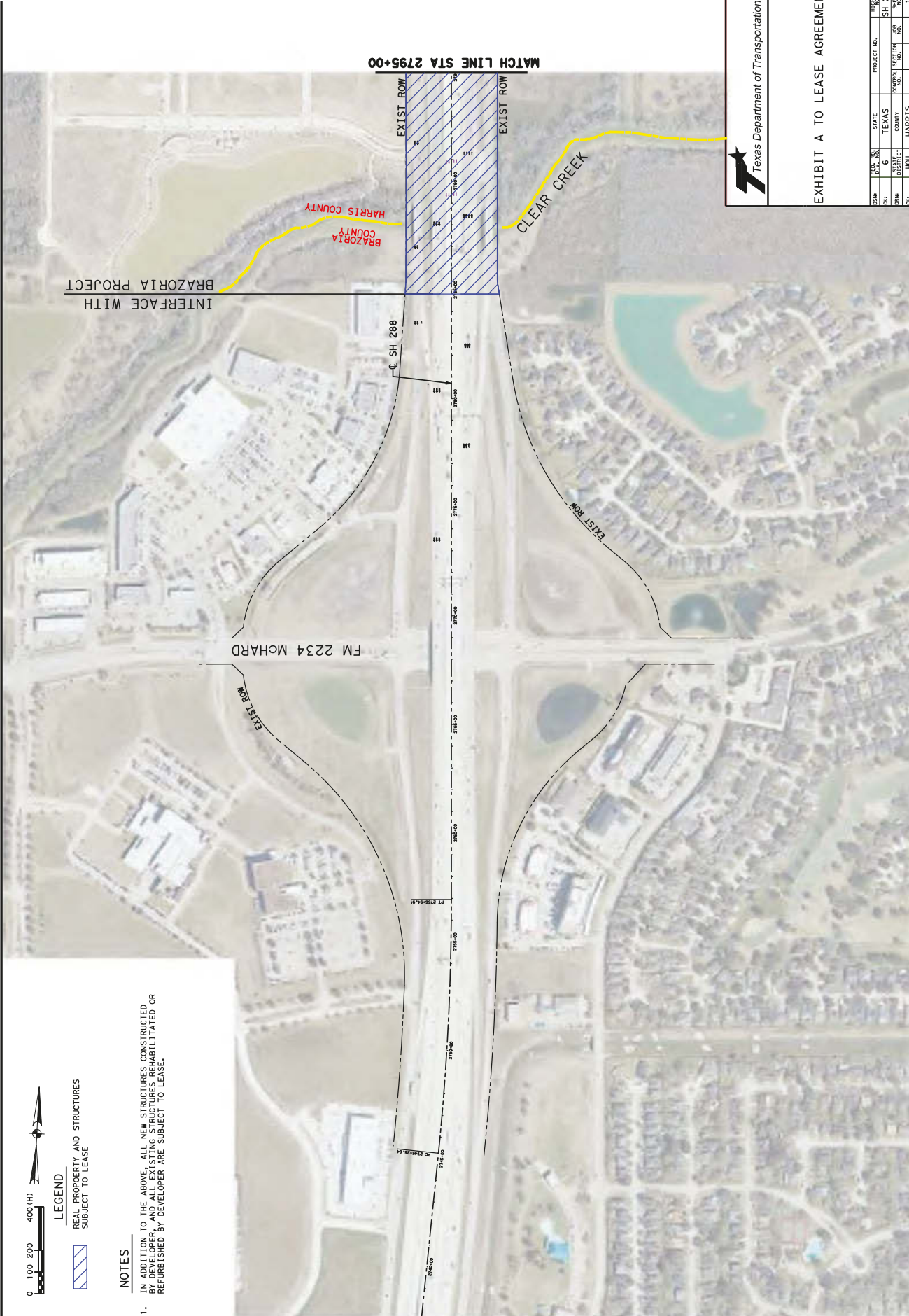
**Texas Department of Transportation**

\_\_\_\_\_  
Enrique Martin de Valmaseda/~~Eran Tolidano~~  
Authorized Representative

\_\_\_\_\_  
Marc D. Williams, PE  
Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**LEGEND**  
 REAL PROPERTY AND STRUCTURES  
 SUBJECT TO LEASE

**NOTES**

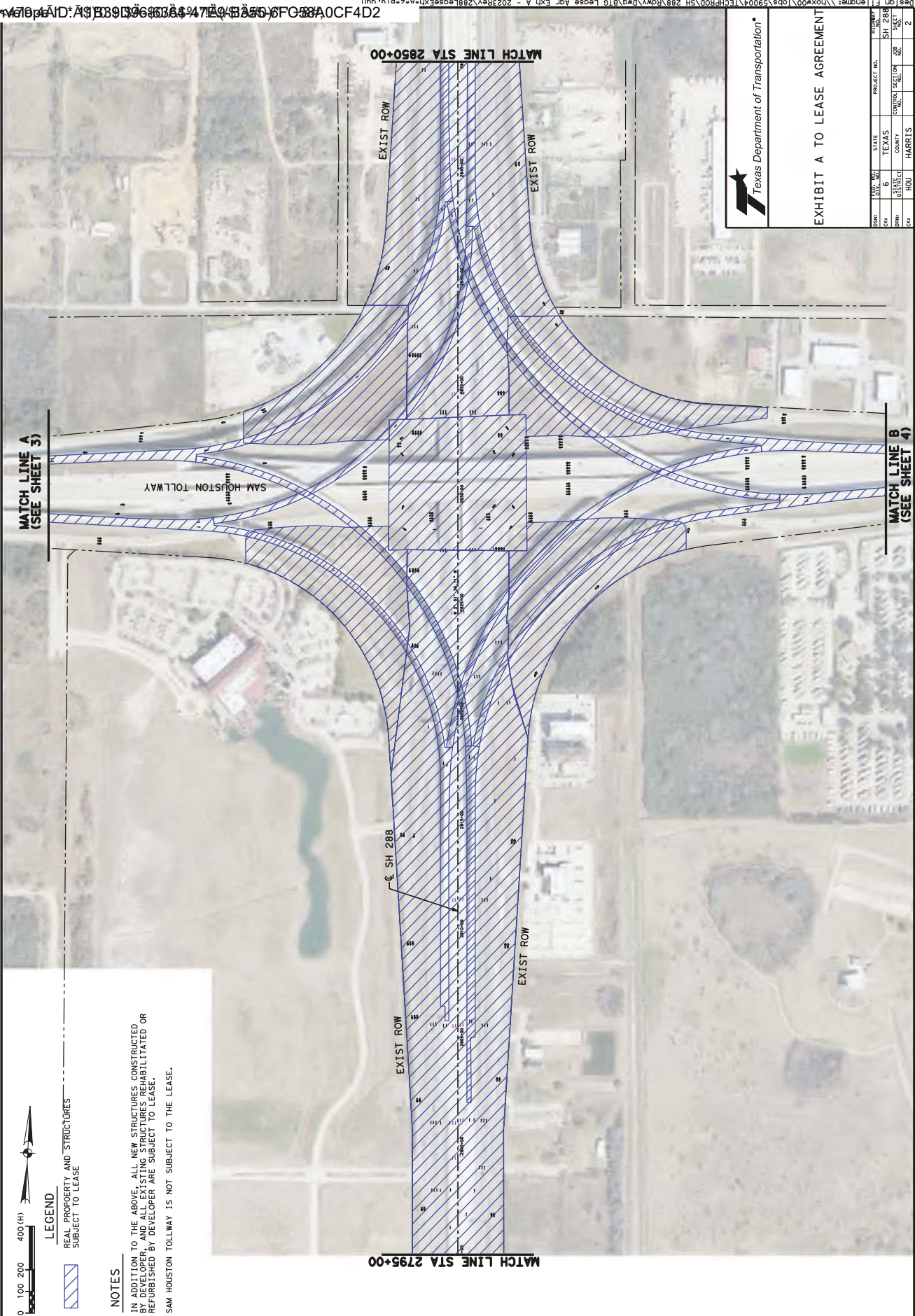
1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES REHABILITATED OR REFURBISHED BY DEVELOPER ARE SUBJECT TO LEASE.



**EXHIBIT A TO LEASE AGREEMENT**

DATE	NO. REV.	STATE	PROJECT NO.	SHEET NO.
05/09/2023	6	TEXAS	288	1
DISTRICT	COUNTY	COUNTY	COUNTY	COUNTY
001	HARRIS	HARRIS	HARRIS	HARRIS





0 100 200 400 (ft)  
 LEGEND  
 REAL PROPERTY AND STRUCTURES SUBJECT TO LEASE  
 MATCH LINE A (SEE SHEET 3)  
 MATCH LINE B (SEE SHEET 4)  
 EXIST ROW  
 EXIST ROW  
 EXIST ROW  
 EXIST ROW  
 SH 288  
 SAM HOUSTON TOLLWAY  
 MATCH LINE STA 2795+00  
 MATCH LINE STA 2850+00

IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED BY DEVELOPER AND ALL EXISTING STRUCTURES REHABILITATED OR REFURBISHED BY DEVELOPER ARE SUBJECT TO LEASE.  
 SAM HOUSTON TOLLWAY IS NOT SUBJECT TO THE LEASE.

Per Title Block: \\s9004\TECHPROV\SH 288\RDwy\p1\ts\59004\SH288\11X17.pen  
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 Plotted On: 05/9/2023  
 Scale: 1:400  
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Texas Department of Transportation  
**EXHIBIT A TO LEASE AGREEMENT**

DATE	05/09/2023	STATE	TEXAS	PROJECT NO.	SH 288
DISTRICT	6	COUNTY	HARRIS	SECTION	2
PROJECT	ROW				



**LEGEND**  
 REAL PROPERTY AND STRUCTURES  
 SUBJECT TO LEASE

**NOTES**

1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES REHABILITATED OR REFINISHED BY DEVELOPER ARE SUBJECT TO LEASE.
2. SAM HOUSTON TOLLWAY IS NOT SUBJECT TO THE LEASE.

MATCH LINE A  
 (SEE SHEET 2)

DC'S TO AND FROM SH288 AND BW8  
 ARE SUBJECT TO THE LEASE AGREEMENT



**EXHIBIT A TO LEASE AGREEMENT**

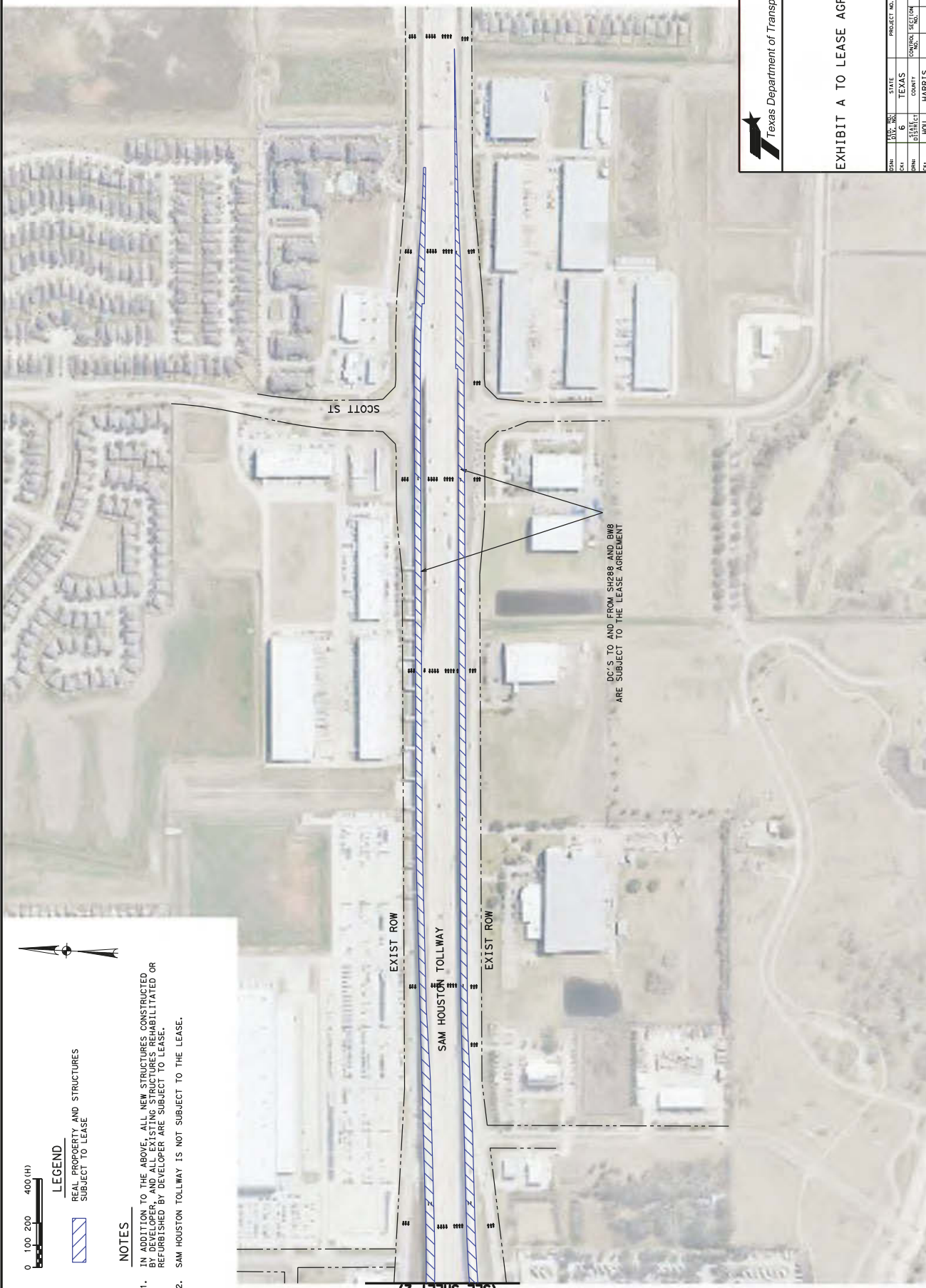
DATE	NO. 6	STATE	TEXAS	PROJECT NO.	SH 288
CITY	HARRIS	COUNTY	HARRIS	CONTRACT NO.	1171
DISTRICT	001				
ROW					3



**LEGEND**  
 REAL PROPERTY AND STRUCTURES  
 SUBJECT TO LEASE

**NOTES**

1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES REHABILITATED OR REFURNISHED BY DEVELOPER ARE SUBJECT TO LEASE.
2. SAM HOUSTON TOLLWAY IS NOT SUBJECT TO THE LEASE.

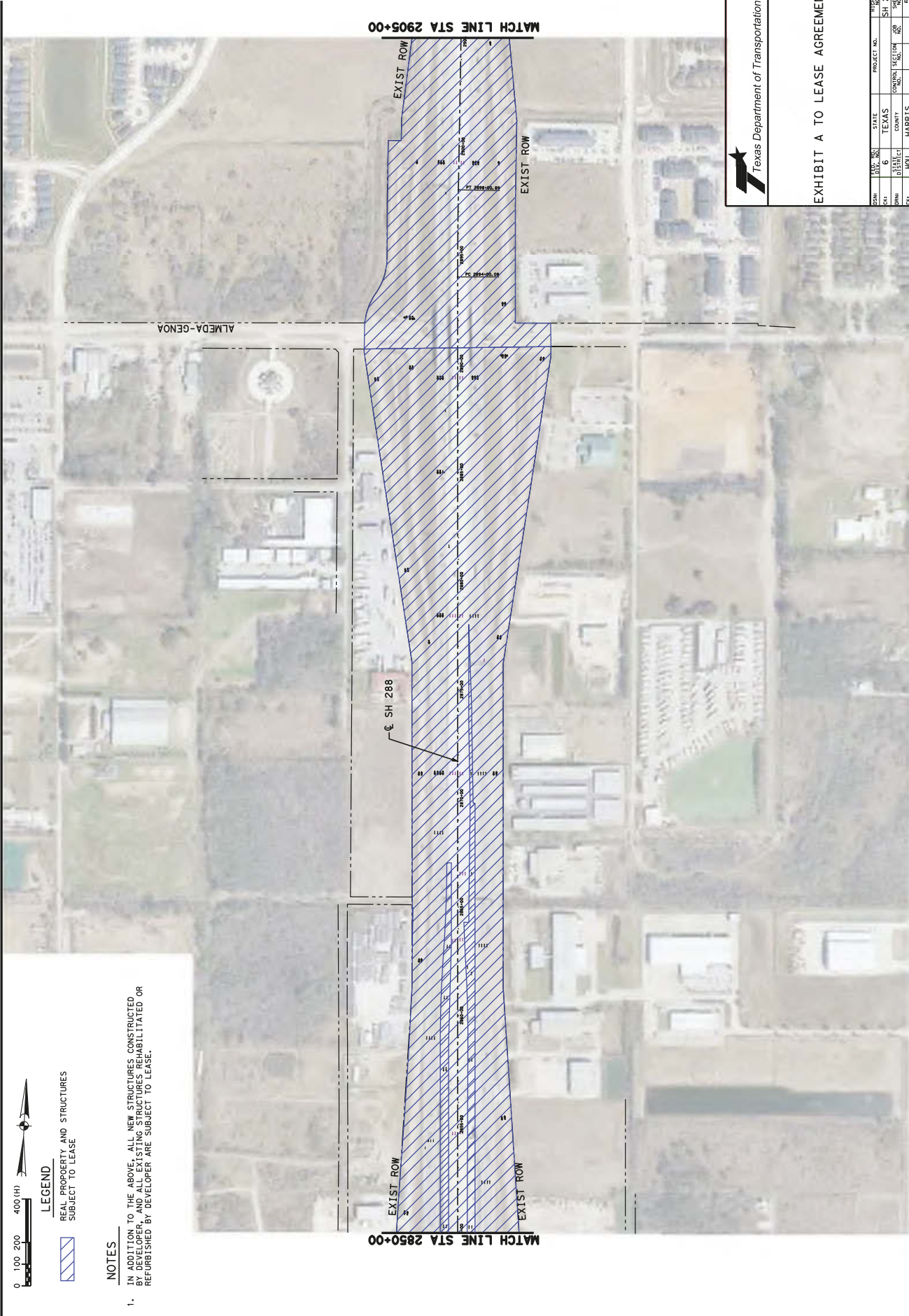


MATCH LINE B (SEE SHEET 2)

Texas Department of Transportation

**EXHIBIT A TO LEASE AGREEMENT**

DATE	2023	STATE	TEXAS	PROJECT NO.	SH 288
DC#	6	COUNTY	HARRIS	SECTION	28
DC#	1171	COUNTY	HARRIS	SECTION	28
DC#	4	COUNTY	HARRIS	SECTION	28



**LEGEND**  
 REAL PROPERTY AND STRUCTURES SUBJECT TO LEASE

**NOTES**  
 1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES REHABILITATED OR REFURBISHED BY DEVELOPER ARE SUBJECT TO LEASE.

Texas Department of Transportation

**EXHIBIT A TO LEASE AGREEMENT**

STATE	TEXAS	PROJECT NO.	SH 288
COUNTY	HARRIS	DISTRICT	06
CITY	HOUSTON	SHEET NO.	5



0 100 200 400 (ft)

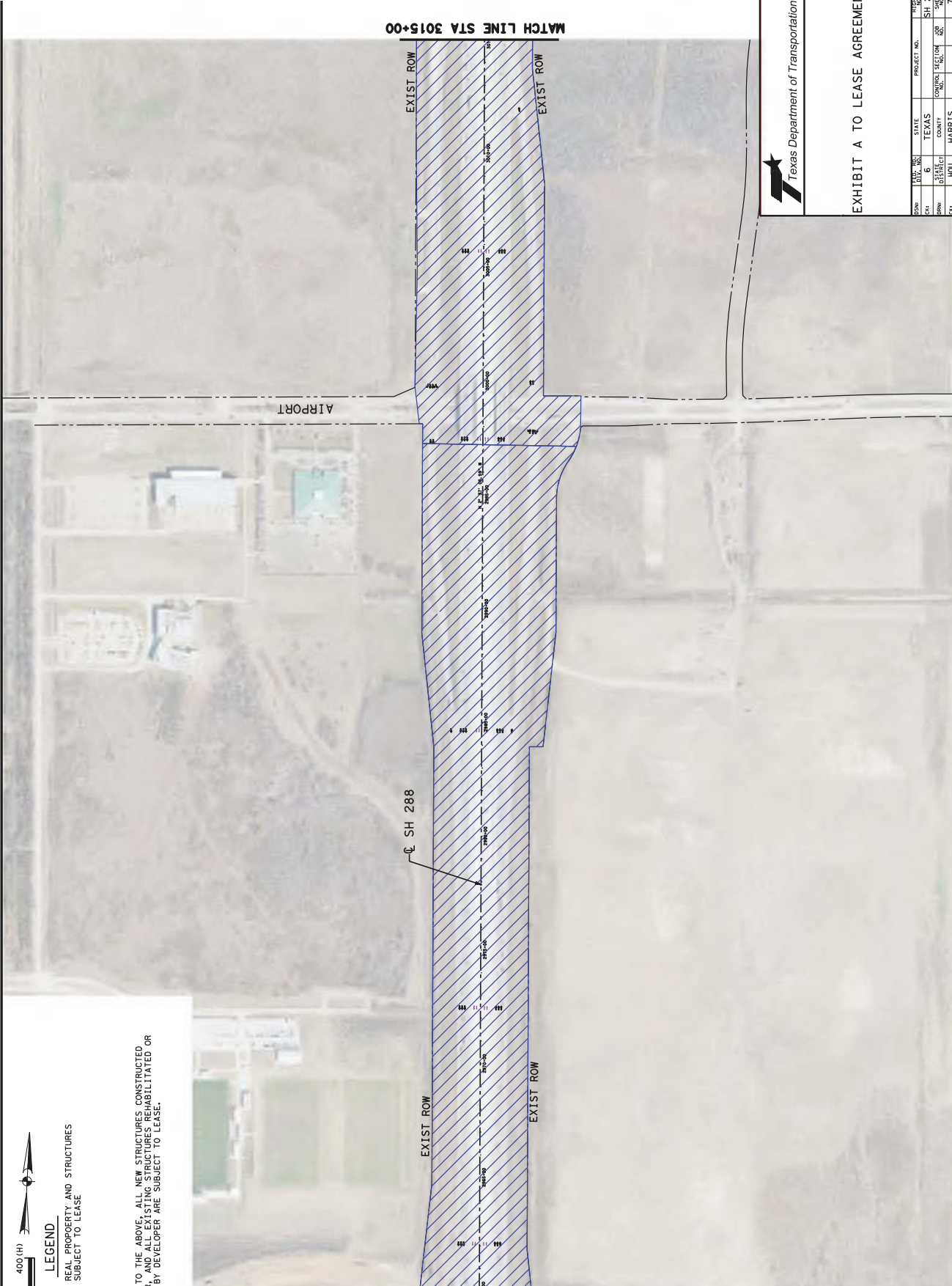
**LEGEND**  
 REAL PROPERTY AND STRUCTURES  
 SUBJECT TO LEASE

**NOTES**  
 1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES REHABILITATED OR REFURBISHED BY DEVELOPER, ARE SUBJECT TO LEASE.

Texas Department of Transportation

**EXHIBIT A TO LEASE AGREEMENT**

STATE	TEXAS	PROJECT NO.	SH 288
COUNTY	HARRIS	SECTION	002
DISTRICT	HO	TRACT	006
ROW			6



0 100 200 400 (ft)

**LEGEND**

REAL PROPERTY AND STRUCTURES SUBJECT TO LEASE

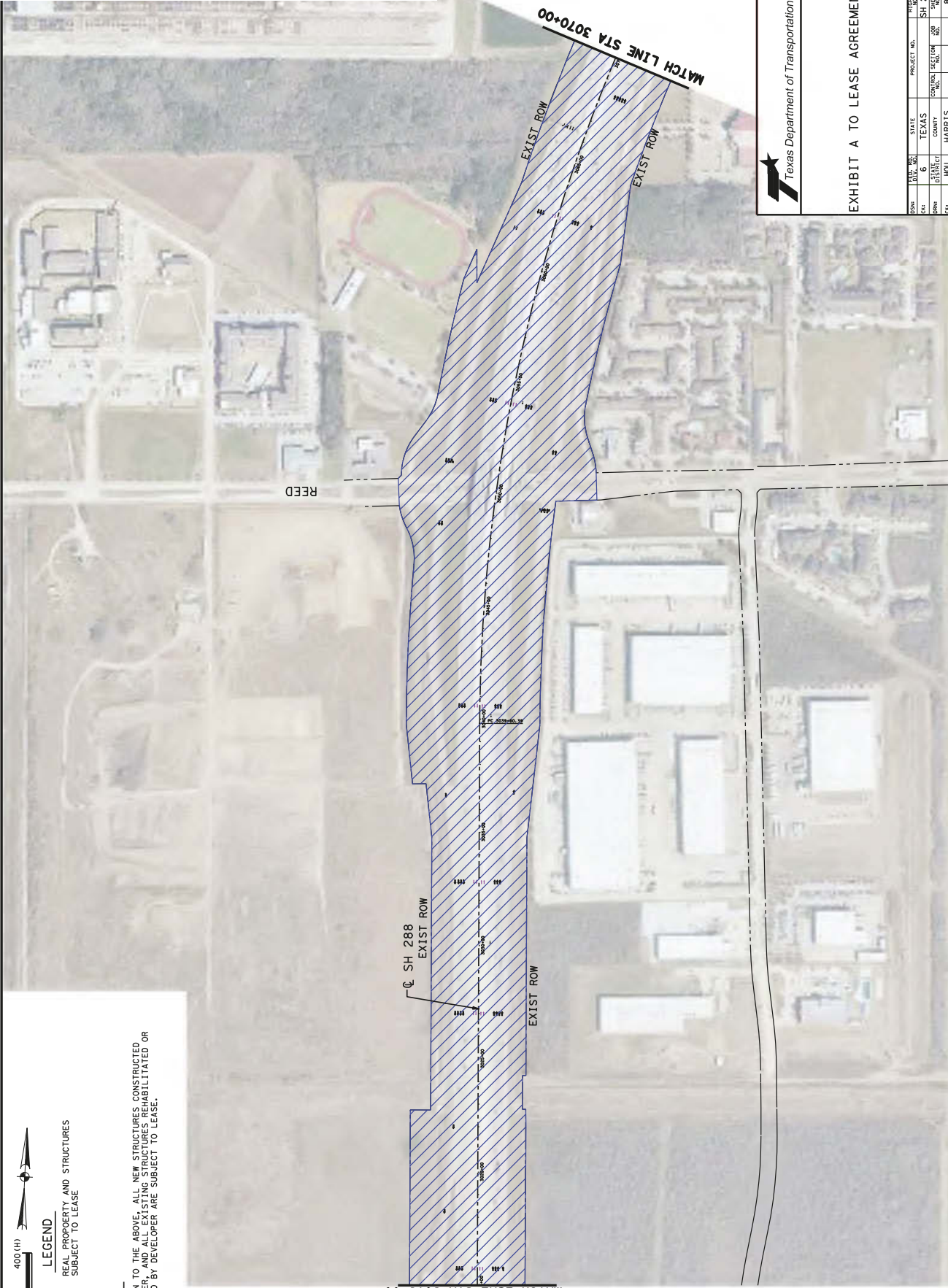
**NOTES**

1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES, CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES REHABILITATED OR REFURNISHED BY DEVELOPER ARE SUBJECT TO LEASE.

**Texas Department of Transportation**

**EXHIBIT A TO LEASE AGREEMENT**

DATE	05/11/2023	STATE	TEXAS	PROJECT NO.	SH 288
CITY	HOUSTON	COUNTY	HARRIS	CONTRACT NO.	
DISTRICT	001				
ROW					7



0 100 200 400 (H)

**LEGEND**

REAL PROPERTY AND STRUCTURES SUBJECT TO LEASE

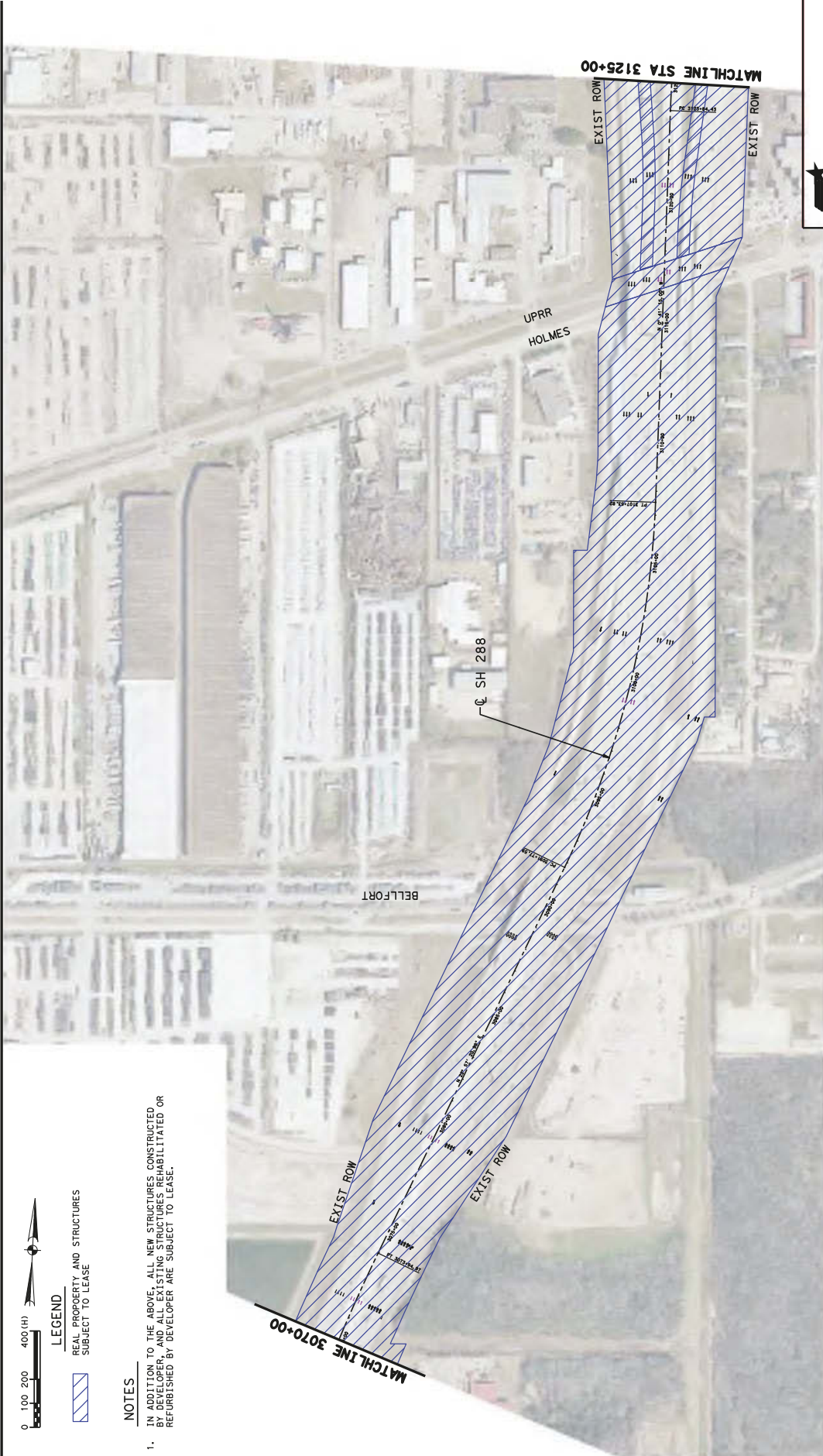
**NOTES**

1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES REHABILITATED OR REFURNISHED BY DEVELOPER ARE SUBJECT TO LEASE.

Texas Department of Transportation

**EXHIBIT A TO LEASE AGREEMENT**

DATE	DATE	STATE	PROJECT NO.	PROJECT
06/11/2023	06/11/2023	TEXAS	SH 288	SH 288
CITY	DISTRICT	COUNTY	SECTION	SECTION
HOUSTON	HOUSTON	HARRIS	10	10
SHEET	TOTAL SHEETS			
8	8			



0 100 200 400 (ft)

**LEGEND**

REAL PROPERTY AND STRUCTURES SUBJECT TO LEASE

**NOTES**

1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED OR EXISTING STRUCTURES REHABILITATED OR REFINISHED BY DEVELOPER ARE SUBJECT TO LEASE.

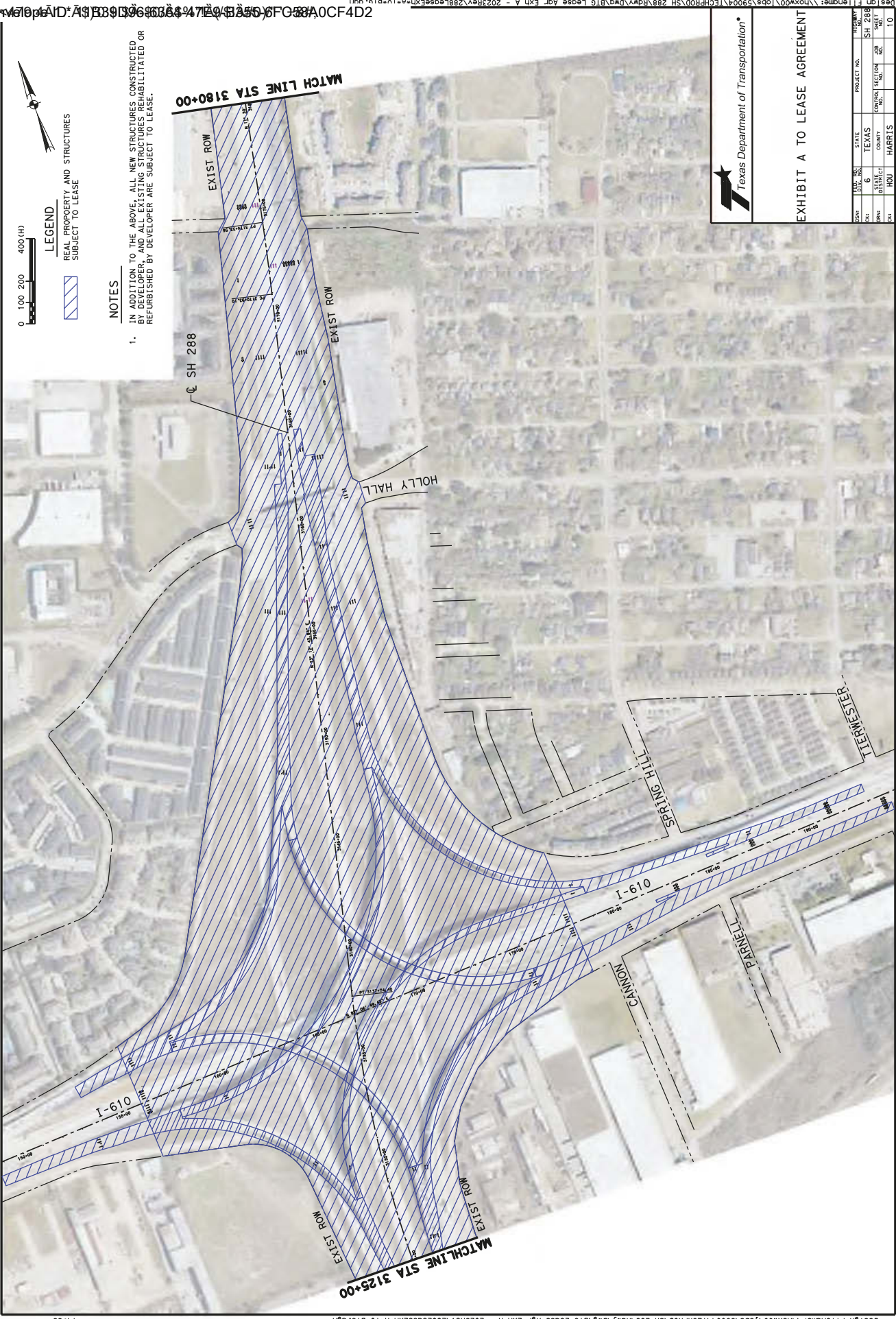
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 Plotted On: 5/9/2023  
 Scale: 1:400

**Texas Department of Transportation**

**EXHIBIT A TO LEASE AGREEMENT**

STATE	TEXAS	PROJECT NO.	SH 288
COUNTY	HARRIS	SECTION	288
CITY	HOUSTON	TRACT	9





0 100 200 400 (ft)

**LEGEND**

REAL PROPERTY AND STRUCTURES  
SUBJECT TO LEASE



**NOTES**

1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED OR EXISTING STRUCTURES TO BE REHABILITATED OR REFINISHED BY DEVELOPER ARE SUBJECT TO LEASE.



Texas Department of Transportation

**EXHIBIT A TO LEASE AGREEMENT**

DATE	06/14/2023	STATE	TEXAS	PROJECT NO.	SH 288
DIST.	6	COUNTY	HARRIS	SECTION	000
CITY	HOUSTON	CITY	HARRIS	POST MILE	0.00
POST MILE	0.00	POST MILE	0.00	POST MILE	0.00



**LEGEND**  
 REAL PROPERTY AND STRUCTURES SUBJECT TO LEASE

**NOTES**

1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES REHABILITATED OR REFURBISHED BY DEVELOPER ARE SUBJECT TO LEASE.



**EXHIBIT A TO LEASE AGREEMENT**

PROJECT NO.	SH 288
STATE	TEXAS
COUNTY	HARRIS
DISTRICT	HOUSTON
SECTION	11



Scale: 1:400  
 Plotted on: 5/9/2023  
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**LEGEND**  
 REAL PROPERTY AND STRUCTURES  
 SUBJECT TO LEASE

**NOTES**

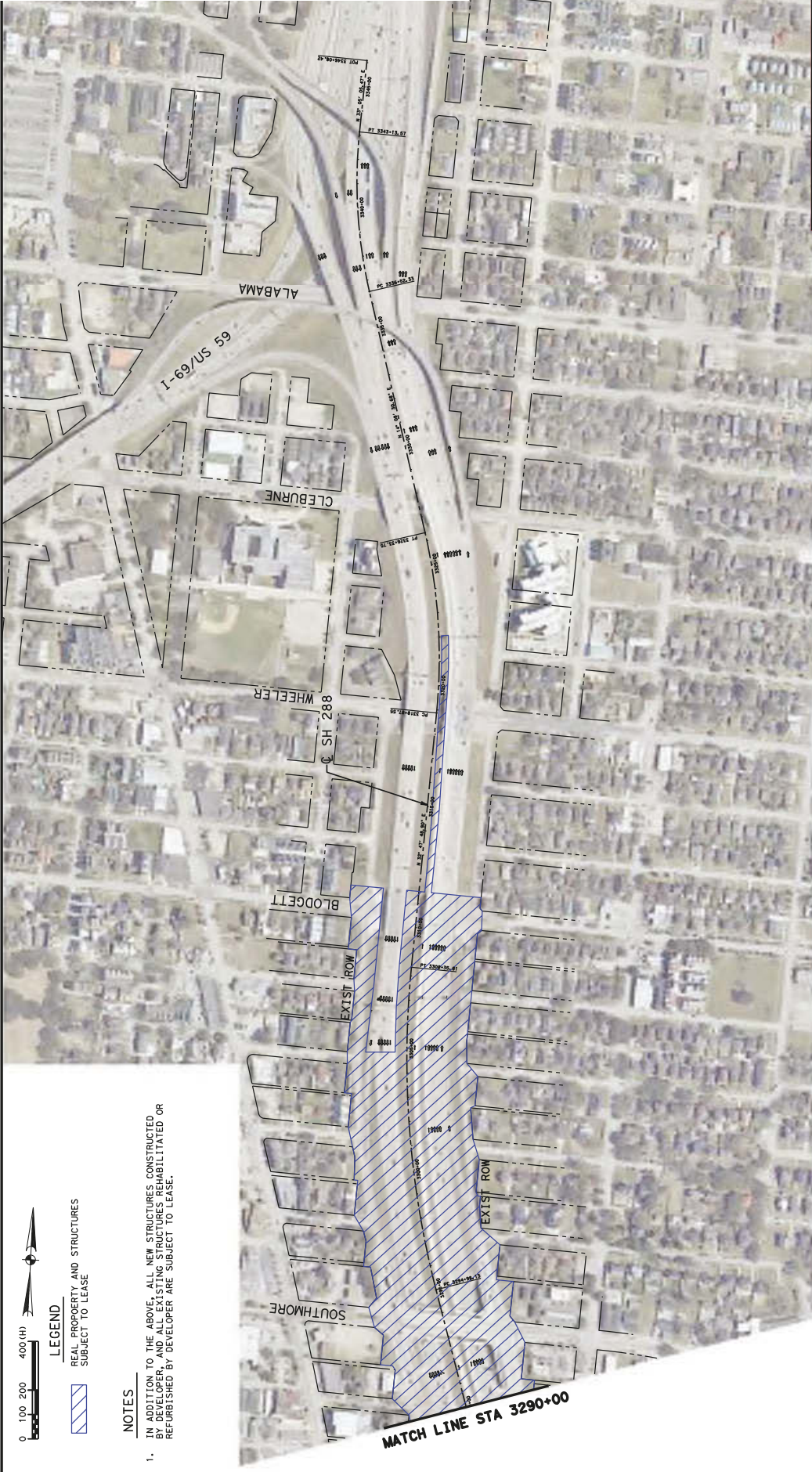
1. IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES CONSTRUCTED OR REHABILITATED OR REFURBISHED BY DEVELOPER ARE SUBJECT TO LEASE.



Texas Department of Transportation

EXHIBIT A TO LEASE AGREEMENT

STATE	TEXAS	PROJECT NO.	59004
COUNTY	HARRIS	SECTION	12
DISTRICT	HOV	POST MILE	1.17
ROUTE	288	POST MILE	0.00



**LEGEND**  
 REAL PROPERTY AND STRUCTURES  
 SUBJECT TO LEASE

**NOTES**

- IN ADDITION TO THE ABOVE, ALL NEW STRUCTURES, CONSTRUCTED BY DEVELOPER, AND ALL EXISTING STRUCTURES, REHABILITATED OR REFURNISHED BY DEVELOPER ARE SUBJECT TO LEASE.



Texas Department of Transportation

**EXHIBIT A TO LEASE AGREEMENT**

PROJECT NO.	PROJECT NAME	PROJECT LOCATION	PROJECT TYPE
6	TEXAS	HARRIS	ROAD
STATE	COUNTY	CITY	PROJECT
TEXAS	HARRIS		
DATE	DRAWN BY	CHECKED BY	SCALE
05/17/2023			1:1

**EXHIBIT 12**

**FORM OF MEMORANDUM OF LEASE**

**EXHIBIT 12**

**FORM FOR MEMORANDUM OF FIRST LEASE AMENDMENT**

After recording return document to:  
Texas Department of Transportation  
7600 Washington Avenue  
Houston, Texas 77007  
Attn: Ba Trinh, P.E.

**MEMORANDUM OF FIRST LEASE AMENDMENT**

This Memorandum of Lease Amendment is entered into and effective as of [DATE], by and between the Texas Department of Transportation, a public agency of the State of Texas (“TxDOT”), and Blueridge Transportation Group, LLC, a Delaware limited liability company (“Developer”).

1. On October 25, 2016, TxDOT and Developer entered into a Lease concerning property in the County of Harris in the State of Texas. A Memorandum of was Lease filed in the Harris County property records at [page numbers].

2. TxDOT and Developer have this day entered into the First Amendment to the Lease (“First Amendment”). The First Amendment modifies the premises subject to the Lease. The premises, as modified by the First Amendment, are legally described in Exhibit A, attached and fully incorporated herein.

3. The First Amendment makes no other changes to the Lease.

4. In the event of any conflict between the terms of this Memorandum of First Lease Amendment and the terms of the First Amendment, the terms of the First Amendment shall control.

**Signature Page Immediately Follows**

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Memorandum of First Lease Amendment on the date written above, for the purpose of providing an instrument for recording.

**Developer**

**TxDOT**

**Blueridge Transportation Group, LLC**

**Texas Department of Transportation**

\_\_\_\_\_  
Enrique Martin de Valmaseda/~~Eran Tolidano~~  
Authorized Representative

\_\_\_\_\_  
Marc D. Williams, PE  
Executive Director

Date: \_\_\_\_\_

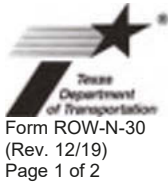
Date: \_\_\_\_\_

**EXHIBIT 13**

**FORM OF QUITCLAIM DEED**



**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



NOTE: THIS FORM IS INTENDED SOLELY FOR USE BY THE TEXAS DEPARTMENT OF TRANSPORTATION. USE OF THIS FORM BY PRIVATE PARTIES ATTEMPTING TO QUITCLAIM OR CONVEY PROPERTY MAY RESULT IN THE UNINTENDED CONVEYANCE OF THE GRANTOR'S INTEREST TO THE STATE OF TEXAS.

**QUITCLAIM DEED**

**THE STATE OF TEXAS**

**§ ROW CSJ:**

**COUNTY OF HARRIS**

**§  
§**

**KNOW ALL MEN BY THESE PRESENTS:**

That, \_\_\_\_\_ of the County of Harris, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, including any improvements thereon, situated in the County of Harris, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

**TO HAVE AND TO HOLD** for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

**IN WITNESS WHEREOF**, this instrument is executed on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grantee's Address: 125 E. 11th Street  
Austin, Texas 78701

---

---

**Acknowledgement**

State of Texas  
County of Harris

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_.

The acknowledging person(s) personally appeared by:

- physically appearing before me.
- appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

\_\_\_\_\_  
Notary Public's Signature

---

---

**Corporate Acknowledgment**

State of Texas  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_,  
of \_\_\_\_\_, a \_\_\_\_\_

corporation, on behalf of said corporation. The acknowledging person(s) personally appeared by:

- physically appearing before me.
- appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code chapter 406, subchapter C.

\_\_\_\_\_  
Notary Public's Signature

## **EXHIBIT 14**

### **Construction Work after Final Acceptance**

#### **(1) Skid Resistance; International Roughness Metrics**

BTG will repair all mainline and frontage roadway pavements that currently do not meet the relevant skid resistance requirements set forth in Attachment 19-1 (*Performance and Measurement Table Baseline*) to the Technical Provisions and the relevant International Roughness Index metrics applicable following the Service Commencement Date, as specified in Attachment 19-1 (*Performance and Measurement Table Baseline*) to the Technical Provisions).

#### **(2) Drainage**

BTG will clean and repair ditches to restore flow lines.

#### **(3) Crack and Joint Sealing**

BTG will perform pavement crack and joint sealing.

#### **(4) Drainage Channel Slope Repair**

BTG will repair and stabilize approximately 100 feet of slope of the drainage channel located to the south of the North MacGregor pump station building.

**FINAL ACCEPTANCE AGREEMENT WITH REGARD TO  
THE STATE HIGHWAY 288 TOLL LANES IN HARRIS COUNTY PROJECT**

This agreement (the "Agreement") is entered into by and between Blueridge Transportation Group, LLC, a limited liability company organized and existing under the laws of Delaware ("BTG"), and Alameda-Genoa Constructors ("AGC"), an unincorporated joint venture consisting of (i) Dragados USA, Inc., (ii) Pulice Construction, Inc., and (iii) Shikun & Binui – America Inc., each being jointly and severally liable for the performance of the obligations of AGC (BTG and AGC each being a "Party" and, collectively, the "Parties"), for the purpose of resolving open issues with respect to the Final Acceptance of the State Highway 288 Toll Lanes in Harris County Project (the "Project").

**RECITALS**

1. BTG and AGC are parties to that certain Design-Build Contract for the State Highway 288 Toll Lanes in Harris County (the "Design-Build Contract"), dated March 4, 2016.

2. AGC is the Design-Build Contractor under the Design-Build Contract.

3. In accordance with the terms of the certificate of Service Commencement issued by TxDOT, TxDOT determined that Service Commencement for all Project Segments included in the Initial Configuration was achieved as of November 9, 2020.

4. BTG and AGC executed Change Order ("CO") No. 10 to the Design-Build Contract, effective as of November 24, 2020, which, among other things, established a deadline of January 9, 2021, for Substantial Completion of all Project Segments included in the Initial Configuration (the "Substantial Completion Deadline"), but not including: (i) the Pedestrian Bridges as described in CO No. 5, including the Pedestrian Rail as described in CO No. 8; (ii) the McHard Ramps and BW8 Retaining Wall, as described in CO No. 8; and (iii) the Beltway 8 Finish Work as described in CO No. 8.

5. The Substantial Completion Deadline is modified in this Agreement as set forth below.

6. In accordance with the Certificate of Substantial Completion issued by TxDOT on May 28, 2021, TxDOT determined that Substantial Completion for all Project Segments included in the Initial Configuration was achieved as of March 8, 2021.

7. AGC has disputed the date of Substantial Completion and has contended that Substantial Completion occurred at an earlier date; this dispute is resolved, however, as set forth below.

8. The Final Acceptance Deadline for all Project Segments included in the Initial Configuration was February 7, 2021. In accordance with the Certificate of Final Acceptance issued by TxDOT on October 4, 2022, TxDOT determined that Final Acceptance for all Project Segments included in the Initial Configuration occurred as of July 28, 2022.

9. AGC has disputed the date of Final Acceptance for all Project Segments included in the Initial Configuration and has contended that Final Acceptance occurred at an earlier date; this dispute is resolved, however, as set forth below.

10. The deadline for Final Acceptance of the Pedestrian Bridges, as described in Design-Build Contract Change Order ("CO") No. 5 was November 29, 2020. In accordance with the Certificate of Final Acceptance issued by TxDOT on October 4, 2022, TxDOT determined that Final Acceptance of the Pedestrian Bridges occurred as of April 1, 2022.

11. AGC has disputed the date of Final Acceptance of the Pedestrian Bridges and has contended that Final Acceptance occurred at an earlier date; this dispute is resolved, however, as set forth below.

12. The deadline for Final Acceptance of the McHard Ramps and BW8 Retaining Wall, as described in CO No. 8, was May 2, 2021. In accordance with the Certificate of Final Acceptance issued by TxDOT on October 4, 2022, TxDOT determined that Final Acceptance of the McHard Ramps and BW8 Retaining Wall occurred as of August 10, 2021.

13. AGC has disputed the date of Final Acceptance of the McHard Ramps and BW8 Retaining Wall and has contended that Final Acceptance occurred at an earlier date; this dispute

is resolved, however, as set forth below

14. Reserved.

15. Concurrently with the execution of this Agreement, TxDOT and BTG are entering into a Final Acceptance Agreement with Regard to the State Highway 288 Toll Lanes in Harris County Project (the "CDA FA Agreement") for the purpose of resolving open issues with respect to the Final Acceptance of the Project.

16. This Agreement is intended to pass down to AGC, on a fully back-to-back basis, the relevant terms of the CDA FA Agreement applicable to AGC and the work performed by AGC under the Design-Build Contract.

## AGREEMENT

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

### **1. Defined Terms**

Capitalized terms used in this Agreement that are not defined herein shall have the definitions given to them in the Design-Build Contract, or in applicable COs, as appropriate.

### **2. Effective Date**

This Agreement shall be effective upon (i) the execution thereof by BTG and AGC, (ii) and the approval of, or consent to, this Agreement by the Lenders and BTG's board of managers, and (iii) the effectiveness of the CDA FA Agreement in accordance with the terms thereof (such date, the "Settlement Effective Date").

### **3. Lane Rental Charges**

TxDOT has delivered to BTG certain invoices for Lane Rental Charges, listed in Exhibit 1 attached hereto, in the total amount of \$6,783,454.95, such Lane Rental Charges being provided for in Section 29.5.4 of the CDA and modified in CO. No. 10, which invoices BTG has sent to AGC pursuant to the terms of the Design-Build Contract. AGC has disputed those invoices. AGC acknowledges and agrees that TxDOT has agreed to waive and release BTG from the Lane Rental Charges described in Exhibit 1, and further waives and releases BTG from all other Lane Rental Charges not already collected by TxDOT, and which were incurred by BTG on or prior to the Settlement Effective Date. Likewise, BTG agrees to waive and release AGC from the Lane Rental Charges described in Exhibit 1, and further waives and releases AGC from all other Lane Rental Charges not already collected by BTG, and which were incurred by AGC on or prior to the Settlement Effective Date to the same extent TxDOT waives and release all such claims against BTG under the CDA FA Agreement.

### **4. Liquidated Damages Associated with Service Commencement**

On February 26, 2021, TxDOT delivered to BTG an invoice for liquidated damages, attached hereto as Exhibit 2, in the total amount of \$4,029,480.40 for the failure of BTG to achieve the Last Service Commencement Date for the Initial Configuration by the Service Commencement Deadline, which invoice BTG sent to AGC pursuant to the terms of the Design-Build Contract. AGC has disputed those liquidated damages. AGC acknowledges and agrees that, as part of CDA FA Agreement, TxDOT has agreed to waive and release BTG from the liquidated damages assessed in that invoice, and from all liquidated damages and any other remedies available to TxDOT under the CDA for the failure to achieve the Last Service Commencement Date for the Initial Configuration by the Service Commencement Deadline. Likewise, BTG agrees to waive and release AGC from the liquidated damages assessed in that invoice, and from all liquidated damages and any other remedies available to BTG under the Design-Build Contract for the failure of AGC to achieve the Last Service Commencement Date for the Initial Configuration by the Service Commencement Deadline to the same extent TxDOT waives and release all such claims against BTG under the CDA FA Agreement.

### **5. Liquidated Damages Associated with Substantial Completion**

AGC acknowledges and agrees that Substantial Completion of all Project Segments (not to include the Pedestrian Bridges referred to in CO No. 5 or the CO No. 8 Work referred to in CO No. 8) was achieved on March 8, 2021. In CO No. 10, BTG and AGC agreed to the assessment of liquidated damages against AGC (to the same extent TxDOT is entitled to assess liquidated damages against BTG pursuant to CDA CO No. 10) in the event that Substantial Completion of all Project Segments was not achieved by January 9, 2021, the deadline set forth

in CO No. 10, which is further modified herein as set forth below. On February 10, 2022, TxDOT delivered to BTG an invoice for liquidated damages, attached hereto as Exhibit 3, in the total amount of \$4,120,000.00 for the failure of BTG to achieve the Substantial Completion of all Project Segments by the Substantial Completion Deadline, which invoice BTG sent to AGC pursuant to the terms of the Design-Build Contract. AGC has disputed those liquidated damages. AGC acknowledges and agrees that, as part of CDA FA Agreement, TxDOT has agreed to waive and release BTG from the liquidated damages assessed in that invoice, and further waives and releases BTG from all liquidated damages arising from any claimed failure of BTG to achieve Substantial Completion of all Project Segments (not to include the Pedestrian Bridges referred to in CO No. 5 or the CO No. 8 Work referred to in CO No. 8) by the Substantial Completion Deadline. Likewise, BTG agrees to waive and releases all claims against AGC for such liquidated damages for any failure of AGC to achieve Substantial Completion of all Project Segments (not to include the Pedestrian Bridges referred to in CO No. 5 or the CO No. 8 Work referred to in CO No. 8) by the deadline set out in CO No. 10 to the same extent TxDOT waives and release all such claims against BTG under CO No. 10 to the CDA and the CDA.

Attached hereto and incorporated herein as Appendix I is a table summarizing the various agreements between BTG and AGC contained in this Agreement regarding the Milestone Deadlines and other completion deadlines for the Project and the achievement of those deadlines.

#### **6. Relief Resulting from Tropical Storm Beta**

On October 13, 2020, pursuant to AGC's request for Equivalent Project Relief, BTG submitted to TxDOT a Relief Request seeking an extension of Milestone Deadlines as a result of the impacts of Tropical Storm Beta. AGC acknowledges and agrees that TxDOT has disputed both the entitlement to relief and the amount of the relief sought by BTG on AGC's behalf. In settlement of AGC's claim for Equivalent Project Relief, BTG and AGC agree to extend the Service Commencement Deadline shown in Table 1 of Exhibit 8 to the Design-Build Contract (as such was modified by CO No. 8) by ten (10) calendar days. See Appendix I.

#### **7. Relief Resulting from Winter Storm Uri**

On February 22, 2021, pursuant to AGC's request for Equivalent Project Relief, BTG submitted to TxDOT a Relief Event Notice regarding impacts from severe winter weather in February 2021 known as Winter Storm Uri. AGC acknowledges and agrees that TxDOT has disputed the entitlement to relief and the amount of the relief sought by BTG on AGC's behalf. In settlement of AGC's claim for Equivalent Project Relief, BTG and AGC agree to extend each of the following deadlines by fifteen (15) calendar days:

- Substantial Completion Deadline as set forth in CO No. 10 is extended to January 24, 2021;
- Final Acceptance Deadline for each Project Segment shown in Table 1 of Exhibit 8 to the Design-Build Contract is extended to February 22, 2022; and
- The date for achievement of Final Acceptance of the Pedestrian Bridges, as set forth in CO No. 5, is extended to December 14, 2020.

See Appendix I for a breakdown of these deadlines.

#### **8. Liquidated Damages Associated with Final Acceptance of Pedestrian Bridges**

In CO No. 5, BTG and AGC agreed to the establishment of a separate deadline for the Final Acceptance of the Pedestrian Bridges, as such are described in CO No. 5, with that deadline being November 29, 2020. As set forth in Section 7 above, this deadline is further extended. CO No. 5 requires the payment of liquidated damages by AGC to BTG (to the same extent BTG is required to pay liquidated damages to TxDOT pursuant to CDA CO No. 5) in the event that Final Acceptance of the Pedestrian Bridges is not achieved by the deadline set forth in CO No. 5, as such has been extended by this Agreement.

AGC acknowledges and agrees that TxDOT has determined that Final Acceptance of the Pedestrian Bridges, as such are described in CO No. 5, and the Pedestrian Rail, as such is described in CO No. 8 was achieved on April 1, 2022. Through March 31, 2022, TxDOT has delivered to BTG various invoices for liquidated damages in the total amount of \$2,435,000.00 for the failure of BTG to achieve Final Acceptance of the Pedestrian Bridges by the date for achievement of Final Acceptance in a timely fashion, and those invoices are listed in Exhibit 4

attached hereto. BTG has sent such invoices to AGC pursuant to the terms of the Design-Build Contract. AGC has disputed those liquidated damages. AGC acknowledges and agrees that, pursuant to the CDA FA Agreement, TxDOT has agreed to waive and release the claims against BTG asserted in the invoices listed in Exhibit 4, and further waives and releases BTG from all liquidated damages arising from any claimed failure of BTG to achieve Final Acceptance of the Pedestrian Bridges by the deadline contained in this Agreement. Likewise, BTG agrees to waive and release the claims against AGC asserted in the invoices listed in Exhibit 4, and further waives and releases AGC from all liquidated damages arising from any claimed failure to achieve Final Acceptance of the Pedestrian Bridges by the deadline contained in this Agreement to the same extent TxDOT waives and release all such claims against BTG under the CDA FA Agreement.

#### **9. Liquidated Damages Associated with Final Acceptance of McHard Ramps and BW8 Retaining Wall**

In CO No. 8, BTG and AGC agreed to the establishment of a deadline for Final Acceptance of the McHard Ramps and BW8 Retaining Wall, as such are described in CO No. 8. CO No. 8 requires the payment of liquidated damages by AGC to BTG (to the same extent BTG is required to pay liquidated damages to TxDOT pursuant to CDA CO No. 8) in the event that Final Acceptance of each of the McHard Ramps and BW8 Retaining Wall is not achieved by the deadline set forth in CO No. 8.

AGC acknowledges and agrees that TxDOT has determined that Final Acceptance of the McHard Ramps and BW8 Retaining Wall, as such are described in CO No. 8, was achieved on August 10, 2021. Through August 10, 2021, TxDOT has delivered to BTG an invoice for liquidated damages listed in Exhibit 5 in the total amount of \$100,000.00 for the failure of BTG to achieve Final Acceptance of the McHard Ramps and BW8 Retaining Wall by the deadline set forth in CO No. 8, which invoice BTG has sent to AGC pursuant to the terms of the Design-Build Contract. AGC has disputed those liquidated damages. AGC acknowledges and agrees that, pursuant to the CDA FA Agreement, TxDOT has agreed to waive and release the claims against BTG asserted in the invoice listed in Exhibit 5, and further waives and releases BTG from all liquidated damages arising from any claimed failure of BTG to achieve Final Acceptance of the McHard Ramps and BW8 Retaining Wall by the deadline set forth in CO No. 8. Likewise, BTG agrees to waive and release the claims against AGC asserted in the invoice listed in Exhibit 5, and further waives and releases AGC from all liquidated damages arising from any claimed failure of AGC to achieve Final Acceptance of the McHard Ramps and BW8 Retaining Wall by the deadline set forth in CO No. 8 to the same extent TxDOT waives and releases all such claims against BTG under the CDA FA Agreement.

#### **10. Liquidated Damages Associated with Final Acceptance of all Project Segments**

AGC acknowledges and agrees that TxDOT has determined that Final Acceptance of all Project Segments included in the Initial Configuration (not to include the Pedestrian Bridges referred to in CO No. 5 or the McHard Ramps and BW8 Retaining Wall referred to in CO No. 8) was achieved on July 28, 2022. Through July 28, 2022 TxDOT has delivered to BTG the invoices for liquidated damages listed on Exhibit 6 attached hereto in the total amount of \$3,129,261.38 for the failure of BTG to achieve Final Acceptance of all Project Segments included in the Initial Configuration as required in Section 9.1.2 of the CDA by the Final Acceptance Deadline for those Project Segments, which invoices BTG has sent to AGC pursuant to the terms of the Design-Build Contract. AGC has disputed those liquidated damages. AGC acknowledges and agrees that, pursuant to the CDA FA Agreement, TxDOT has agreed to waive and release the claims against BTG asserted in the invoices listed in Exhibit 6, and further waives and releases BTG from all liquidated damages arising from any claimed failure of BTG to achieve the Final Acceptance Deadline for all Project Segments included in the Initial Configuration. Likewise, BTG agrees to waive and release the claims against AGC asserted in the invoices listed in Exhibit 6, and further waives and releases AGC from all liquidated damages arising from any claimed failure of AGC to achieve the Final Acceptance Deadline for all Project Segments included in the Initial Configuration to the same extent TxDOT waives and releases all such claims against BTG under the CDA FA Agreement.

#### **11. Liquidated Damages—General**

The Parties acknowledge and agree that breaches or failures by AGC to achieve the various milestones identified in this Agreement by the deadlines therefor agreed pursuant to this Agreement, would cause significant harm to TxDOT, Users and the people of the State, including loss of use, enjoyment and benefit of the Project and connecting TxDOT transportation facilities by the general public, injury to the credibility and reputation of TxDOT's transportation improvement program with policy makers and with the general public who depend on and expect availability of service, loss of ridership on the Project and connecting TxDOT transportation

facilities and further loss of Toll Revenues, and additional costs of administering the Design-Build Contract (including engineering, legal, accounting, overhead and other administrative costs); and that such harm is incapable of being accurately determined. The Parties further acknowledge and agree that the liquidated damages stipulated in this Agreement as remedies for such breaches or failures reasonably approximate the appropriate compensation for the anticipated harm. AGC waives and agrees not to assert any claim or defense based on the allegation that the liquidated damages provided for in this Agreement fail to reasonably approximate the appropriate compensation for the anticipated harm to TxDOT, Users and the people of the State.

#### **12. Letters of Credit**

In accordance with Sections 9.6.1(g) and 26.3 of the CDA, AGC, on behalf of BTG, has provided security in the form of letters of credit with respect to the liquidated damages that are subject of unresolved Disputes, the total amount of those letters of credit being \$20,597,696.74.

AGC acknowledges and agrees that, pursuant to the CDA FA Agreement, TxDOT has agreed that within thirty (30) Days following the Settlement Effective Date with respect to the CDA FA Agreement, TxDOT will deliver to each financial institution providing a letter of credit a written request that the letter of credit be cancelled. AGC will be fully responsible for, and not seek reimbursement from TxDOT or BTG for, any and all fees incurred by AGC in connection with securing, extending, or amending any letter of credit.

#### **13. Pavement Failure**

On May 19, 2021, pursuant to a request for Equivalent Project Relief from AGC, BTG delivered to TxDOT notice of the occurrence of a Relief Event and/or a Compensation Event resulting from cracking in southbound General Purpose Lanes south of the Holmes Road bridge that began on or about April 16, 2021 (the "Pavement Failure"). With regard to the Pavement Failure, the Parties acknowledge and agree as follows:

- Pursuant to the CDA FA Agreement, TxDOT has agreed that the non-conformance report ("NCR") for the Pavement Failure was closed on April 20, 2022;
- AGC will provide to BTG and TxDOT the root cause report regarding the Pavement Failure promptly upon final resolution of legal disputes among AGC and its contractor(s), engineer(s), subconsultant(s) and vendor(s) associated with the Pavement Failure;
- BTG waives and releases any and all claims it has or may have against AGC for Noncompliance Points, liquidated damages, and/or Lane Rental Charges arising from or related to the Pavement Failure which have accrued or may have accrued through April 20, 2022, to the same extent TxDOT waives and releases all such claims against BTG under the CDA FA Agreement;
- Except as expressly set forth herein, BTG retains all of its rights under the Design-Build Contract with respect to the Pavement Failure.
- AGC waives, releases, and agrees not to assert any and all claims for a Relief Event or Compensation Event arising from the Pavement Failure in accordance with Section 19 of this Agreement.

#### **14. Reserved**

#### **15. Reserved**

#### **16. Reserved**

#### **17. Reserved**

#### **18. Reserved**

#### **19. Release of Claims by AGC**

Except for the Parties' obligations under this Agreement, as of the date hereof, AGC, on behalf of itself and its principals, officers, directors, employees, consultants, contractors, subcontractors, member entities, parent entities, subsidiaries, agents, predecessors, successors, affiliates and assigns, hereby irrevocably releases, waives, and forever discharges BTG, the State of Texas, the Texas Transportation Commission, and TxDOT, including all of their officers, directors, agents, employees, representatives, consultants, contractors, successors, and assigns (as well as all persons or entities acting by, through, under or in concert with them or any of them),



from and against any and all claims, losses, or other rights to compensation or other monetary or non-monetary relief whatsoever by AGC based on or arising from events, actions, conditions, or circumstances existing as of June 1, 2023 (the "Release Date") of which AGC has knowledge or should have knowledge in the exercise of reasonable diligence, including, but not limited to, any event, action, condition, or circumstance of any nature whatsoever related to or arising from any and all claims for Equivalent Project Relief, Developer Acts, Relief Event Notices, Relief Requests, Compensation Event Notices, notices of dispute, or requests for Change Order, provided to BTG on or before the Release Date, including, but not limited to, those referenced in this Agreement. With regard to any Equivalent Project Relief, Developer Act, Notice of Relief Event, Relief Request, Compensation Event Notice, or notice of dispute which is referenced in this Agreement, AGC's only entitlement to relief with respect to such Claims or Losses shall be that relief expressly set forth in this Agreement. The foregoing release shall not release or otherwise limit AGC's rights to: (i) make any claim for compensation and damages for BTG's failure to comply with this Agreement; (ii) make any claim for relief arising from any Equivalent Project Relief, Developer Act, Relief Event or Compensation Event occurring after the Release Date and which is not otherwise released herein; and (iii) terminate the Design-Build Contract in accordance with Part 2, Section 31.7.2(b) thereof.

AGC represents and warrants to BTG that, as of the date on which AGC has executed this Agreement (the "AGC Execution Date"), AGC is not aware of any events, conditions, or circumstances which would, or with the passage of time would, constitute or give rise to a claim for Equivalent Project Relief, a Developer Act, a Relief Event, a Compensation Event, or any effect on the Project Schedule or Milestone Deadlines, other than those events, conditions, or circumstances described in any notice of Equivalent Project Relief, any notice of a Developer Act, any Relief Event Notice, Relief Request, or Compensation Event Notice, or other written notice provided to BTG prior to the AGC Execution Date.

#### **20. Documentation Necessary to Implement Terms of this Agreement**

The Design-Build Contractor acknowledges that, pursuant to the CDA FA Agreement, the Developer and TxDOT have agreed that: (i) to the extent that any change orders or CDA amendments are necessary to implement any terms of the CDA FA Agreement, the Developer and TxDOT agree to issue Change Orders or CDA amendments for those purposes; and (ii) to the extent that any change order or CDA amendment necessary to implement terms of CDA FA Agreement is subject to Rider 43 of the General Appropriations Act, the Developer and TxDOT understand that such change order is subject to the notice and approval of the Legislative Budget Board.

To the extent that any change order under the Design-Build Contract or Design-Build Contract amendments are necessary to implement any terms of this Agreement, the Developer and the Design-Build Contractor agree to issue change orders under, or amendments to, the Design-Build Contract for those purposes, subject to the terms of the CDA FA Agreement and the Developer obtaining the approval of, or consent to, such change orders or amendments by the Lenders and/or TxDOT, if necessary.

#### **21. No Admission of Liability**

This Agreement is in compromise and settlement of various matters which are in dispute regarding the performance of the Design-Build Contract. Nothing contained in this Agreement shall be construed as an admission, expression or acknowledgment by either Party of the validity of any fact, legal principle, claim, allegation or liability with regard to any person or entity. Nothing contained in this Agreement shall be admissible, or have any precedential value, in the litigation or resolution of any Dispute except a Dispute arising out of this Agreement.

#### **22. No Waiver or Alteration**

- a) Nothing in this Agreement waives, releases or impairs either Party's obligations, rights or remedies under the Design-Build Contract, except as expressly set forth in this Agreement. Other than as set forth in this Agreement, the terms, covenants, standards, conditions and other provisions of the Design-Build Contract remain unchanged and in full force and effect.
- b) No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof or of any other right.

#### **23. Breach and Remedies**

It shall be considered a Design-Build Contractor Default under Part 2, Section 29.1.11 of the Design-Build Contract if AGC materially fails to timely observe or perform or cause to be observed or performed any material covenant, agreement, obligation, term or condition required to be observed or performed by AGC under this Agreement and such failure is not cured as

described therein. Any such Design-Build Contractor Default shall be subject to the cure period, BTG remedies, Lender rights to notice and opportunity to cure respecting such a breach, and any other provisions as may be applicable in respect of such Design-Build Contractor Default, each as set forth in the Design-Build Contract.

It shall be considered a Developer Default under Part 2, Section 29.6.3 of the Design-Build Contract if BTG fails to observe or perform any covenant, agreement, term or condition required to be observed or performed by BTG under this Agreement and such failure is not cured as described therein. Any such Developer Default shall be subject to the cure period, AGC remedies, and any other provisions as may be applicable in respect of such Developer Default, each as set forth in the Design-Build Contract.

#### **24. Dispute Resolution**

Any claims or disputes that arise out of this Agreement shall be subject to and resolved in accordance with Part 2, Article 30 of the Design-Build Contract.

#### **25. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

#### **26. Entire Agreement and Amendments**

This Agreement constitutes the entire agreement of settlement and release between the Parties with respect to the matters that are the subject matter of this Agreement, and supersedes all prior agreements, understandings, statements, representations and negotiations between the Parties with respect to such matters. This Agreement may not be amended or modified except by a written instrument signed by the Parties which expressly states that modification of this Agreement is intended.

#### **27. Severability**

If any clause, provision, section or part of this Agreement is ruled invalid (including invalid due to Change in Law) by a court having proper jurisdiction, then the Parties shall: (a) promptly meet and negotiate a substitute for such clause, provision, section or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties, and (b) if necessary or desirable, apply to the court or other decision maker (as applicable) which declared such invalidity for an interpretation of the invalidated portion to guide the negotiations. The invalidity or unenforceability of any such clause, provision, section or part shall not affect the validity or enforceability of the balance of the Agreement, which shall be construed and enforced as if the Agreement did not contain such invalid or unenforceable clause, provision, section or part. If after the efforts required above, the Parties mutually agree that without the section or part of the Agreement that the court ruled to be invalid, there is no interpretation or reformation of the Agreement that can reasonably be adopted which will return the Parties to the benefits of their original bargain, then either Party, by written notice to the other, may terminate this Agreement, and in that event, the Agreement shall be void *ab initio*, and the Parties shall be restored as nearly as possible to the positions they were in immediately prior to the Settlement Effective Date. If after the efforts required above, the Parties are unable to mutually agree about whether, without the section or part of the Agreement that the court ruled to be invalid, there is any interpretation or reformation of the Agreement that could reasonably be adopted which would return the Parties to the material benefits of their original bargain, either Party can refer that question for resolution pursuant to Part 2, Article 30 of the Design-Build Contract. The Parties agree that if it is determined pursuant to Part 2, Article 30 of the Design-Build Contract that there is no interpretation or reformation that can be reasonably adopted which will return the Parties to the material benefits of their original bargain, such a determination shall be deemed for all purposes, as a termination of this Agreement, and in that event, this Agreement shall be void *ab initio*, and the Parties shall be restored as nearly as possible to the positions they were in immediately prior to the Settlement Effective Date.

#### **28. Drafting Presumption**

This Agreement has been and shall be construed to have been drafted by both Parties so that the rule of construing ambiguities against the drafter shall have no force or effect.

#### **29. Recitals**

The Parties hereby agree that the Recitals above are true and accurate and are incorporated herein.

**30. Binding Effect**

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors, assigns, agents, legal representatives and bankruptcy trustees.

**31. Authorization**

Each individual signing this Agreement represents and warrants that he or she is duly authorized to execute and deliver this Agreement in his or her individual or representative capacity as indicated.

**32. Enforceability**

Each Party represents and warrants that:

- a) this Agreement is binding on and legally enforceable against it; and
- b) no consent or approval from a third party is required with respect to the Party's execution of this Agreement, or if any such third-party consents or approvals are required, the Party which requires such consents or approvals has obtained them.

**33. Counterparts**

This Agreement may be executed in any number of counterparts, including e-mail or facsimile counterparts, all of which shall be deemed to constitute one and the same instrument, and each of which shall be deemed an original.

**34. Electronic Signatures**

The Parties agree to accept electronic signatures for execution of this Agreement.

*[Signature page immediately follows]*



IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Agreement as of the date first written above.

**BLUERIDGE TRANSPORTATION GROUP, LLC**


By: \_\_\_\_\_ By: \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Title: Authorized Representative Title: Authorized Representative

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ALMEDA-GENOA CONSTRUCTORS:**

DRAGADOS USA, INC.	SHIKUN & BINUI - AMERICA INC.
By: 	By: 
Name: Ricardo Franco	Name: Hezi Smir      Michael Medina
Title: Chief Operations Officer	Title: Authorized representatives
Date: October 14, 2023	Date: October 14, 2023

**PULICE CONSTRUCTION, INC.**

By: 

Name: Victor M. Jimenez  
 Title: President  
 October/17/2023

Date: \_\_\_\_\_

I

I" = "I" "DMS 86480973v7" "" DMS 86480973v7

**APPENDIX I****MILESTONE AND COMPLETION DEADLINES**

<b>Milestone</b>	<b>Milestone Deadline</b>	<b>Milestone Date (achieved)</b>
<b>For all Project Segments:</b>		
Service Commencement	10/10/2020	11/09/2020
Substantial Completion	01/24/2021	03/08/2021
Final Acceptance	02/22/2021	07/28/2022
<b>For the Pedestrian Bridges as defined in CO No. 5:</b>		
Service Commencement	05/28/2020	06/18/2021
Final Acceptance	12/14/2020	04/01/2022
<b>For the McHard Ramps and BW8 Retaining Wall as defined in CO No. 8:</b>		
Service Commencement	04/04/2021	04/02/2021
Final Acceptance	05/02/2021	08/10/2021

I" = "I" "DMS 86480973v7" "" DMS 86480973v7

**LIST OF EXHIBITS**

<b>EXHIBIT 1</b>	<b>LANE RENTAL CHARGES</b>
Exhibit 2	Liquidated Damages Associated with Service Commencement
Exhibit 3	Liquidated Damages Associated with Substantial Completion
Exhibit 4	Liquidated Damages Associated with Final Acceptance of Pedestrian Bridges
Exhibit 5	Liquidated Damages Associated with McHard Ramps and BW8 Retaining Wall

Exhibit 6 Liquidated Damages Associated with Final Acceptance

1" = "1" "DMS 86480973v7 " "" DMS 86480973v7

**EXHIBIT 1**

**LANE RENTAL CHARGES**

1" = "1" "DMS 86480973v7 " "" DMS 86480973v7

**EXHIBIT 2**

**LIQUIDATED DAMAGES ASSOCIATED WITH SERVICE COMMENCEMENT**

1" = "1" "DMS 86480973v7 " "" DMS 86480973v7

**EXHIBIT 3**

**LIQUIDATED DAMAGES ASSOCIATED WITH SUBSTANTIAL COMPLETION**

1" = "1" "DMS 86480973v7 " "" DMS 86480973v7

**EXHIBIT 4**

**LIQUIDATED DAMAGES ASSOCIATED WITH  
FINAL ACCEPTANCE OF PEDESTRIAN BRIDGES**

1" = "1" "DMS 86480973v7 " "" DMS 86480973v7

**EXHIBIT 5**

**LIQUIDATED DAMAGES ASSOCIATED WITH  
MCHARD RAMPS AND BW8 RETAINING WALL**

1" = "1" "DMS 86480973v7 " "" DMS 86480973v7

**EXHIBIT 6**

**LIQUIDATED DAMAGES ASSOCIATED WITH FINAL ACCEPTANCE**

1" = "1" "DMS 86480973v7" "DMS 86480973v7"

AMENDED AND RESTATED  
TECHNICAL ASSISTANCE AND MANAGEMENT SERVICES AGREEMENT  
dated as of  
December 4, 2023

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**AMENDED AND RESTATED  
TECHNICAL ASSISTANCE AND MANAGEMENT SERVICES AGREEMENT**

This AMENDED AND RESTATED TECHNICAL ASSISTANCE AND MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is entered into by and among: BLUERIDGE TRANSPORTATION GROUP, LLC (“BTG”); ACS INFRASTRUCTURE DEVELOPMENT, INC. (“ACS” or the “Service Company”); ACS 288 HOLDINGS, LLC (“ACS 288”); SH 288 PROPERTY, LLC (“288 Property”), as successor and assign of certain membership interests in Blueridge Transportation Group Holdco, LLC (“BTG Holdco”) previously owned by S&B 288 Holdings, LLC, an affiliate of Shikun & Binui Concessions USA (“S&B”), Inc.; SH 288 HOLDINGS, LLC (“288 Holdings”), as successor and assign of certain membership interests in BTG HoldCo previously held by Clal Shoreland RH (“Clal Shoreland”), LP, Clal Houston Road RH, LP (“Clal Houston,” and together with Clal Shoreland, “Clal”), InfraRed 288 LLC (“InfraRed”), and Star America SH-288, LLC (“Star”); and SH 288 CAPITAL, LLC (“288 Capital”), as successor and assign of certain membership interests in BTG Holdco previously owned by Northleaf SH 288, LLC (“Northleaf”), as of December 4, 2023. BTG, ACS, ACS 288, 288 Property, 288 Holdings, and 288 Capital are each individually referred to herein as a “Party”, and collectively referred to herein as the “Parties”.

**RECITALS**

- A. BTG, ACS, S&B, InfraRed, Clal, Northleaf, and Star have heretofore entered into that certain Technical Assistance and Management Services Agreement, dated as of April 28, 2016, as amended pursuant to the First Amendment to Technical Assistance and Management Services Agreement dated as of September 1, 2016, the Second Amendment to Technical Assistance and Management Services Agreement dated as of February 12, 2019, the Third Amendment to Technical Assistance and Management Services Agreement dated as of September 17, 2019, the Fourth Amendment to Technical Assistance and Management Services Agreement dated as of January 18, 2021, and the Fifth Amendment to Technical Assistance and Management Services Agreement dated as of December 4, 2023 (the “Original TAMSA”), in connection with that certain State Highway 288 Toll Lanes Project (the “Project”) located in the State of Texas.
- B. ACS, S&B, InfraRed, Clal, Northleaf, and Star, through one or more of their respective affiliates, previously indirectly owned and controlled all membership interests in BTG HoldCo, the sole member of BTG.
- C. BTG entered into that certain Comprehensive Development Agreement dated as of March 4, 2016 (and as amended from time to time) with the Texas Department of Transportation, a public agency of the State of Texas (the “CDA”) in respect of the SH 288 Toll Lanes Project (the “Project”) located in the State of Texas.
- D. As a result of a series of transactions closed prior to the date of this Agreement: (i) 288 Property, an Affiliate of the Service Company, acquired all of the membership interests in BTG Holdco owned by S&B SH 288 Holdings, LLC, an Affiliate of S&B through which S&B participated in the Project; (ii) 288

Holdings, an Affiliate of the Service Company, acquired all of the membership interests in BTG Holdco owned by InfraRed, Clal, and Star; (iii) 288 Capital, an Affiliate of the Service Company, acquired all of the membership interests in BTG Holdco owned by Northleaf.

- E. As a result of the series of transactions described in recital (D) above, S&B has ceased to own directly or indirectly any membership interest in BTG and, as such, pursuant to Section 5.1(e) of the Original TAMSA, S&B no longer is a party to the Original TAMSA as the Original TAMSA is deemed to be terminated with respect to S&B.
- F. As a result of the series of transactions described in recital (D) above and as of the date of this Agreement, Affiliates of the Service Company own all of the membership interests in BTG Holdco and none of S&B, InfraRed, Clal, Star, or Northleaf have a continuing interest or participation in any of BTG Holdco, BTG, or the Project.
- G. The Parties now desire to amend and restate the Original TAMSA to reflect the current direct and indirect ownership structure of BTG Holdco and BTG and the entities that have a continuing interest and ongoing participation in BTG Holdco, BTG, and the Project, as a result of the transactions described in recital (D) above.
- H. BTG has requested that the Service Company continue to provide certain technical assistance and management services and personnel to assist BTG in connection with the Project on substantially the same terms as those set forth in the Original TAMSA.
- I. The Service Company has provided, and desires to continue providing, such technical assistance and management services and personnel to BTG in accordance with and subject to the terms and conditions of this Agreement.

## **AGREEMENT**

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and intending to be legally bound, the Parties hereto covenant and agree as follows:

### **ARTICLE I DEFINITIONS; INTERPRETATION**

- 1.1 Definitions. The following terms shall have the meaning set forth below:

“Affiliate” means, with respect to any Person, any other Person which directly or indirectly, is in Control of or is Controlled by or is under direct or indirect common Control with, such Person. For purposes of this definition, “Control”, when used with respect to any Person, means any other person having the power, directly or indirectly, to vote more than fifty percent of the securities having ordinary voting power for the election of directors of such person or to

direct or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract or otherwise (and “Controlling” and “Controlled” have corresponding meanings).

“ACS” has the meaning set forth in the preamble hereof.

“ACS Account” means that certain bank account designated by ACS in a notice delivered to BTG.

“ACS Services Personnel” has the meaning set forth in Section 2.1 hereof.

“Agreement” has the meaning set forth in the preamble hereof.

“Annual Adjustment Date” has the meaning set forth in Section 3.1(c) hereof.

“BTG” has the meaning set forth in the preamble hereof.

“Collateral Agency Agreement” means that certain Collateral Agency Agreement dated as of April 28, 2016 by and between BTG, United States Department of Transportation, an agency of the United States of America, acting by and through the Federal Highway Administrator, and U.S. Bank National Association.

“Effective Date” means May 9, 2016 (Financial Close date for the Project).

“Financing Parties” means the banks and other financial and other institutions party to any and all loan agreements, credit agreements, supplemental credit agreements, reimbursement agreements, notes, indentures, bonds, security agreements, pledge agreements, mortgages, guarantee documents, intercreditor agreements, subordination agreements, subscription agreements, equity contribution agreements and other agreements and instruments relating to the financing (and refinancing) of the development, engineering, design, construction, operation, ownership and maintenance of the Project.

“Governmental Authority” means (i) any nation or government, any state, territory or other political subdivision thereof, (ii) any federal, state, local or arbitral tribunal or organization, or any political subdivision, instrumentality, ministry, department, agency, court, tribunal, authority, corporation, commission or (iii) other body or entity of, or under the direct or indirect control of, any of the foregoing.

“Law” means any law, statute, act, legislation, bill, enactment, policy, treaty, international agreement, ordinance, judgment, injunction, award, decree, rule, regulation, interpretation, determination, requirement, writ or order of any Governmental Authority.

“LLC Agreements” has the meaning set forth in Section 2.3 hereof.

“Operating Account” has the meaning given to such term in the Collateral Agency Agreement.

“Party” has the meaning set forth in the preamble hereof.

“Person” means and includes natural persons, corporations, limited liability companies, limited partnerships, general partnerships, joint stock companies, joint ventures, associations, companies, trusts, banks, trust companies and other organizations, whether or not legal entities, Governmental Authorities and any other entity of whatever nature. Unless otherwise indicated, each reference to any Person shall include such Person’s successors and permitted assigns.

“Project” has the meaning set forth in the Recitals hereof.

“Service Company” has the meaning set forth in the preamble hereof.

“Services Personnel” has the meaning set forth in Section 2.1 hereof.

1.2 Interpretation. The following interpretations shall apply to this Agreement:

(a) titles and headings are for convenience only and will not be deemed part of this Agreement for purposes of interpretation;

(b) unless otherwise stated, references in this Agreement to “Sections” and “Schedules” refer, respectively, to Sections of, and Schedules to, this Agreement;

(c) “including” means “including, but not limited to”, and “include” or “includes” means “include, without limitation” or “includes, without limitation”;

(d) “hereunder”, “herein”, “hereto” and “hereof”, when used in this Agreement, refer to this Agreement as a whole and not to a particular Section or clause of this Agreement; and

(e) in the case of defined terms, the singular includes the plural and vice versa.

## **ARTICLE II SERVICES**

2.1 Services and Personnel. Subject to the terms and conditions of this Agreement, the Service Company shall provide BTG with certain personnel (the “Services Personnel”) to perform the job titles set forth in Schedule A (as may be revised from time to time as set forth in Section 2.3 hereof) (such Services Personnel provided by ACS, the “ACS Services Personnel”). The Service Company may provide personnel of its Affiliates, in which event, the Service Company shall be responsible hereunder as if such personnel were provided directly by the Service Company, and BTG agrees to look solely to the Service Company with respect to such obligations.

2.2 Personnel to be Provided by the Service Company. Each of the Services Personnel will devote substantially all of his or her business time and effort to the performance of his or her duties for the Project. The Service Company shall cause each of the Services Personnel to:

- (a) at all times, comply with all applicable Laws, all applicable permits as modified from time to time and, to the extent within its power to do so, cause BTG to remain in compliance therewith;
- (b) make available to BTG on a timely basis all data, information and other materials within its control that are reasonably necessary for BTG to operate, maintain and manage the Project in accordance with the CDA; and
- (c) act honestly and in good faith with a view to protecting and furthering the best interests of BTG, and to exercise the care, diligence and skill that a reasonably prudent officer would exercise in comparable circumstances.

2.3 Supervision and Authority. BTG shall be solely responsible for the day-to-day supervision and control of such Services Personnel with respect to their hours, assignments and performance of work, and will utilize such Services Personnel solely in the performance of the Project. The Service Company shall have the right, in its reasonable discretion, to (i) designate which Services Personnel will be assigned to perform such management services, and (ii) remove and replace such Services Personnel that they designate in accordance with the terms of this Agreement at any time; *provided, however*, that any such action does not materially interfere with the operation of the Project or cause a default under the CDA and *provided, further*, that (i) the approval of any Services Personnel designated by the Service Company will be subject to the approval of BTG in accordance with the terms of that certain Limited Liability Company Agreement of Blueridge Transportation Group, LLC, dated as of March 4, 2016 and that certain Limited Liability Company Agreement of Blueridge Transportation Group Holdco, LLC, dated as of March 4, 2016 (the “LLC Agreements”).

2.4 Service Company Sole Employer. The Parties agree that at all times, the Service Company (or their respective Affiliates, as applicable) shall be the legal employers of their respective Services Personnel and that the Services Personnel are employees of the Service Company (or their respective Affiliates, as applicable) and the Service Company agrees that none of its Services Personnel shall be considered servant or employee of BTG for any and all purpose under law or in equity. The Service Company shall make all decisions regarding the recruitment, hiring, disciplining, reassignment and termination of employment of its Services Personnel, shall establish and pay all wages, salaries, compensation and benefits of its Services Personnel and shall determine the staffing levels, individual work hours and personnel policies for its Services Personnel, all consistent with the Service Company’s (or such Service Company’s Affiliate’s) policies relating to all of its other employees; *provided, however*, that the Service Company shall consult with BTG with respect to BTG’s views and requirements and obligations under the CDA. Subject to Section 2.3, the Service Company (or its respective Affiliates, as applicable) shall retain ultimate control over such employment matters described in this Section 2.4 related to its Services Personnel and all final decisions related thereto shall be those of the Service Company. For the avoidance of doubt, the Service Company shall have no liability with respect to the acts or omissions or the quality of work of the Services Personnel while assigned to BTG or providing assistance to BTG.

2.5 Liability for Taxes. The Service Company (or its respective Affiliates, as applicable) shall be responsible for paying any employment and unemployment taxes and shall

be entitled to income tax deductions with respect to the payments of such taxes and any other payments or benefits to, on behalf of or with respect to its Services Personnel. The Service Company (or its respective Affiliates, as applicable) shall perform any and all reporting and withholding obligations with respect to any payments made or due to be made hereunder with respect to its Services Personnel.

### **ARTICLE III COMPENSATION**

#### 3.1 Fees.

(a) Commencing on the Effective Date, BTG shall pay to the Service Company the fixed monthly fee set forth in clause (b) of this Section 3.1 in respect of the Services Personnel, which amounts include the following expenses of the Service Company in the performance of its obligations under this Agreement: (i) salaries, wages, benefits and related direct and indirect employment costs, including payroll taxes, of such Services Personnel provided by the Service Company hereunder for services provided by such Services Personnel to or on behalf of BTG; (ii) any indirect costs associated with the services rendered by the Service Company, such as general, administrative and overhead costs; and (iii) any other necessary costs and expenses reasonably incurred by the Service Company in fulfilling their obligations under this Agreement. For the avoidance of doubt, the fees set forth in clause (b) of this Section 3.1 shall only be payable to the Service Company for so long as the Service Company is providing adequate qualified Services Personnel to perform the Service Company's obligations under this Agreement. In the event that it is reasonably determined by BTG that the Services Personnel provided by the Service Company is not adequately performing his or her duties and is removed in accordance with the terms of the LLC Agreements, BTG may suspend payments to the Service Company in respect of such Services Personnel until the Service Company replaces such Services Personnel.

(b) BTG shall pay to the Service Company, in respect of the services to be provided by each of their respective Services Personnel, a total annual fee as set forth in Schedule A, payable in arrears in monthly installments as set forth in Schedule A in respect of each Services Personnel (the "Monthly Installments"), which amount is inclusive of any and all amounts payable by BTG under this Agreement to the Service Company in respect of services to be provided by its Services Personnel, including, but not limited to, salary, benefits, insurance, and other similar personnel expenses. For the avoidance of doubt, the fees set forth in Schedule A do not include travel or mobilization expenses or other costs of equipment necessary for the Services Personnel to perform their duties (including, without limitation, phone, computer, car and gas). These costs will be covered by BTG.

(c) The fee set forth in Schedule A will be adjusted for inflation annually on January 1<sup>st</sup> ("Annual Adjustment Date"), with the Consumer Price Index (CPI) officially published in the month of December, *provided however*, that such fee shall not in any event be adjusted downward as a result of a decrease in CPI; if on any Annual Adjustment Date the CPI is lower than the CPI on the preceding Annual Adjustment Date, such decrease in the CPI shall be set-off against any increase in the CPI measured on subsequent Annual Adjustment Date(s).

3.2 Procedure for Receiving Payments. Subject to the terms and conditions of the Collateral Agency Agreement, commencing on the Effective Date, BTG shall deposit, or cause to be deposited, prior to the end of each calendar month the amounts described in Section 3.1, as applicable, and any unpaid amounts for prior months into the ACS Account.

#### **ARTICLE IV TERM**

This Agreement shall continue in effect until terminated in accordance with the terms of this Agreement

#### **ARTICLE V TERMINATION**

5.1 Termination by BTG. BTG may terminate this Agreement with respect to the Service Company by written notice to the Service Company upon the occurrence of any of the following:

- (a) the Service Company's failure to provide adequate qualified Services Personnel to perform the Service Company's obligations under this Agreement;
- (b) failure of the Service Company to perform in any material respect any obligation or agreement to be performed by it hereunder;
- (c) the assignment or transfer of the rights and/or obligations of the Service Company under this Agreement, other than as expressly provided herein;
- (d) the appointment of a receiver, liquidator or trustee for the Service Company by a court of competent jurisdiction or an adjudication of bankruptcy or insolvency by any such court or the filing by the Service Company of a petition seeking an adjudication of bankruptcy or insolvency; or
- (e) the Service Company ceases to directly or indirectly own membership interests in BTG;
- (f) upon ninety (90) days' prior written notice for any other reason.

In the event BTG gives notice under Sections 5.1(a) through (d), such notice shall set forth the circumstances providing the basis for such notice, and Service Company shall have thirty (30) days to remedy such condition. In the event such circumstance is not cured by the Service Company, or the Service Company has not taken substantive action acceptable to BTG to correct the circumstances by the end of such thirty (30) day period, this Agreement shall terminate upon final written notice by BTG to the Service Company at any time thereafter.

5.2 Termination by Service Company. The Service Company may terminate this Agreement, as to itself:

(a) upon written notice for any failure of BTG to perform in any material respect any obligation or agreements to be performed by it hereunder (including failure to pay undisputed amounts due to the Service Company under this Agreement); or

(b) upon written notice in the event of the appointment of a receiver, liquidator or trustee for BTG by a court of competent jurisdiction or an adjudication of bankruptcy or insolvency by any such court or the filing by BTG of a petition seeking an adjudication of bankruptcy or insolvency; or

(c) upon ninety (90) days' prior written notice for any other reason.

In the event the Service Company gives notice under Sections 5.2(a) through (b), such notice shall set forth the circumstances providing the basis for such notice, and BTG shall have thirty (30) days to remedy such condition. In the event such circumstance is not cured by BTG, or BTG has not taken substantive action acceptable to the Service Company to correct the circumstances by the end of such thirty (30) day period, this Agreement shall terminate with respect to the Service Company upon final written notice to BTG at any time thereafter.

5.3 Effect of Termination. No termination under this Article V shall release any of the Parties from any obligations arising hereunder prior to such termination. If this Agreement is terminated by any Party pursuant to this Article V, BTG shall pay the Service Company for services properly rendered up to the date of termination. The exercise of the right of a Party to terminate this Agreement, as provided herein, does not preclude such Party from exercising other remedies that are provided herein or are available at Law or in equity; *provided, however*, that no Party shall have a right to terminate, revoke or treat this Agreement as repudiated other than in accordance with the other provisions of this Agreement. Except as otherwise set forth in this Agreement, remedies are cumulative, and the exercise of, or the failure to exercise, one or more remedies by a Party shall not, to the extent provided by Law, limit or preclude the exercise of, or constitute a waiver of, other remedies by such Party. For the avoidance of doubt, a termination of this Agreement will not by itself terminate the employment relationship between any Services Personnel and the Service Company (or its Affiliate, as applicable).

## ARTICLE VI CLAIM RESOLUTION

6.1 Consent to Jurisdiction. Any dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement or the breach, termination or validity thereof or the negotiation, execution or performance thereof (a “**Dispute**”), shall be immediately referred to the senior executives of the Parties who shall promptly convene a meeting in efforts to resolve such Dispute. Any Dispute which is not amicably resolved by the senior executives within twenty (20) days of the date on which the Dispute was referred to such senior executives shall be referred to and finally settled by arbitration in Austin, Texas under the Rules of Arbitration of the International Chamber of Commerce. The language of arbitration shall be English, and the arbitration award shall be final and binding. The Parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs.



6.2 Continuing Performance Obligations. While a dispute, controversy or claim is pending, each Party shall continue to perform its obligations under this Agreement, unless such Party is otherwise entitled to suspend its performance hereunder or terminate this Agreement in accordance with the terms hereof.

## **ARTICLE VII CONFIDENTIALITY**

None of the Parties may disclose to anyone any non-public or confidential information regarding the Project, the other Parties or any Affiliate of the other Parties and will hold all such information in confidence in accordance with procedures for protecting its own confidential business information; provided, however, that a Party may disclose any such information (i) to direct or indirect equity holders or potential equity holders of such Party, lenders or potential lenders or to any Affiliate of such Party or equity holders of, or lenders to, such Affiliate; provided, further, that such person shall be informed of these confidentiality provisions and/or shall be obligated to treat such information confidentially, (ii) to officers and directors of the Parties and other representatives of the Parties who have a need for such information to perform their responsibilities to such Party (including, but not limited to, financial advisors, auditors, underwriters, legal counsel, agents, and valuation professionals), provided that such representatives shall be informed of these confidentiality provisions and shall be obligated to treat such information confidentially, (iii) to the extent such disclosure is required under applicable Law, including under securities Laws, or under the rules and regulations of any applicable regulatory authority, (iv) that has come into the public domain through no breach of these confidentiality provisions by the disclosing Party or its Affiliates or representatives thereof who have received such non-public or confidential information from a Party or its Affiliate, (v) such data or information was in the possession of the receiving Party or the receiving Party's Affiliate prior to receipt thereof from the disclosing Party with no corresponding confidentiality obligation, (vi) in such other circumstances as may be agreed by all of the Parties in writing from time to time or (viii) to other Parties.

In the event any Party shall disclose any information of any other Party to the extent required by Law, (i) the disclosing Party shall send notice of such disclosure to the other Party immediately after such disclosure unless prohibited by Law and (ii) the disclosing party shall use reasonable efforts to seek protection for confidential information that is required to be disclosed.

Notwithstanding the generality of the foregoing, the Service Company agrees that BTG may disclose data and information to (a) the officers, directors, managers, partners, members, employees and Affiliates of BTG, (b) any successors in interest and permitted assigns of BTG, (c) any actual or potential Financing Parties, (d) any potential equity investors in or purchasers of the Project and (e) any of BTG's other contractors or subcontractors.

## **ARTICLE VIII ASSIGNMENT AND TRANSFER**

Except as expressly permitted hereunder, no Party shall assign this Agreement or any of its rights or obligations hereunder without first obtaining the prior written consent of the other Parties, such consent not to be unreasonably withheld or delayed; provided that BTG may assign

this Agreement to the Financing Parties as collateral security for its obligations to the Financing Parties.

## **ARTICLE IX MISCELLANEOUS**

9.1 Entire Agreement. This Agreement together with the LLC Agreements contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations and understandings between the Parties with respect to such subject matter.

9.2 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement.

9.3 Survival. Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination. Without limiting the generality of the foregoing, Article VII of this Agreement shall survive.

9.4 Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The Parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the economic and practical effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without regard to its conflicts of law principles.

9.6 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement is not made for the benefit of any Person or entity not a Party hereto, and nothing in this Agreement shall be construed as giving any Person or entity, other than the Parties and their respective successors and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

9.7 Notices. All notices or other communications which are required or permitted hereunder shall be in writing and shall be deemed sufficiently given (i) upon delivery, if delivered personally, (ii) the day the notice is received, if it is delivered by overnight courier or certified or registered mail, postage prepaid, or (iii) upon the effective receipt of electronic transmission, in each case, to the addresses set forth below or such other address as the addressee may have specified in a notice duly given to sender as provided herein:

If to ACS:

ACS INFRASTRUCTURE DEVELOPMENT, INC.

One Alhambra Plaza  
Suite 1200  
Coral Gables, Florida 33134  
Attn: General Counsel  
Email: [USnotices@acsinfra.com](mailto:USnotices@acsinfra.com)

If to ACS 288:

ACS 288 Holdings, LLC  
One Alhambra Plaza  
Suite 1200  
Coral Gables, Florida 33134  
Attn: General Counsel  
Email: [USnotices@acsinfra.com](mailto:USnotices@acsinfra.com)

If to 288 Holdings:

SH 288 Holdings, LLC  
One Alhambra Plaza  
Suite 1200  
Coral Gables, Florida 33134  
Attn: General Counsel  
Email: [USnotices@acsinfra.com](mailto:USnotices@acsinfra.com)

If to 288 Property:

SH 288 Property, LLC  
One Alhambra Plaza  
Suite 1200  
Coral Gables, Florida 33134  
Attn: General Counsel  
Email: [USnotices@acsinfra.com](mailto:USnotices@acsinfra.com)

If to 288 Capital:

SH 288 Capital, LLC  
One Alhambra Plaza  
Suite 1200  
Coral Gables, Florida 33134  
Attn: General Counsel  
Email: [USnotices@acsinfra.com](mailto:USnotices@acsinfra.com)

If to BTG:

BLUERIDGE TRANSPORTATION GROUP, LLC  
2636 South Loop West, 3rd floor  
Houston, Texas 77056

Telephone: (305) 424-5400  
Facsimile: (305) 424-5401  
Attention: Enrique Martin  
E-mail: [USnotices@acsinfra.com](mailto:USnotices@acsinfra.com)

9.8 Amendment. No Party hereto shall be bound by any termination, amendment, supplement, waiver or modification of any term hereof unless such Party shall have consented thereto in writing, provided that, notwithstanding anything to the contrary in this Agreement, ACS 288, 288 Holdings, 288 Property, and 288 Capital shall not be considered a Party under this provision for purposes of any amendment, supplement, waiver or modification of any provision of Article II or Article III or any provision or defined term related thereto in this Agreement.

9.9 No Implied Waiver. No delay or failure on the part of any Party in exercising any rights hereunder, and no partial or single exercise thereof, shall constitute a waiver of such rights or of any other rights hereunder.

9.10 Independent Contractor. The Service Company shall at all times act as and be deemed an independent contractor and shall not act as nor be deemed to be an agent, servant, employee or partner of BTG.

9.11 Non-Recourse. Notwithstanding any provision to the contrary herein, in no event shall the Service Company be or become liable to any person for any obligations of BTG under the CDA, any lending documents or otherwise by virtue of this Agreement or the obligations of the Service Company hereunder.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

**BLUERIDGE TRANSPORTATION GROUP, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

DocuSigned by:  
*Enrique Martin*  
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**ACS INFRASTRUCTURE DEVELOPMENT, INC.**

By: \_\_\_\_\_

Name:

Title:

**ACS 288 HOLDINGS, LLC**

By: \_\_\_\_\_

Name:

Title:

**SH 288 HOLDINGS, LLC**

By: \_\_\_\_\_  
Name:  
Title:



**SH 288 PROPERTY, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**SH 288 CAPITAL, LLC**

By: \_\_\_\_\_  
Name:  
Title:

:

## SCHEDULE A

### Services Personnel and Services Fees

<b>Job Title</b>	<b>Service Company</b>	<b>Time and Effort Devoted to Performance of Duties</b>	<b>Monthly Installment<sup>1</sup></b>	<b>Total Annual Fee</b>
Chief Executive Officer	ACS	Substantially all his or her business time and effort	\$27,331.70, commencing on the Effective Date	\$327,980.46
Chief Financial Officer	ACS	Substantially all his or her business time and effort	\$20,200.31, commencing on the Effective Date	\$242,403.33
Chief Technical Officer – Operation Phase - O&M Manager	ACS	Substantially all his or her business time and effort	\$19,128, commencing on January 1, 2019	\$229,536
Tolling Manager	ACS	Substantially all his or her business time and effort	\$15,000, commencing on January 1, 2022	\$180,000
Routine Road Manager	ACS	Substantially all his or her business time and effort	\$11,000, commencing on November 13, 2019	\$132,000, plus a one-time recruiting and hiring fee of \$15,000 <sup>2</sup> payable on December 1, 2019
Quality Manager	ACS	The full amount of time necessary for the proper prosecution and performance of the work, pursuant to the terms of the Comprehensive Development Agreement	\$3,000 (plus travel expenses incurred for travel requested by BTG) commencing on February 1, 2021, and continuing for a period of 12 months. <sup>3</sup>	\$36,000 (plus travel expenses incurred for travel requested by BTG)

<sup>1</sup> If the commencement or expiry of the term of the TAMSA or the Fifth Amendment to the TAMSA, as applicable, falls on a day other than the first or last day of a month respectively, the amount payable by BTG for such month shall be pro-rated.

<sup>2</sup> With respect to the Routine Road Manager, ACS also shall be entitled to be paid a one-time payment from BTG of \$15,000 to cover the costs of recruiting and hiring the Routine Road Manager. Such one-time payment will be payable to ACS by BTG on December 1, 2019.

<sup>3</sup> BTG will have the right to extend the employment of the Quality Manager for two additional periods of 12 months each. The monthly installments are subject to annual adjustment for inflation if the employment of the Quality Manager is extended.