

**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO**  
**LEWISVILLE LAKE BRIDGE CORRIDOR**  
**FEASIBILITY STUDY INTERLOCAL AGREEMENT**  
(FSF-75)

STATE OF TEXAS       §  
                                  §  
COUNTY OF DENTON   §

THIS SUPPLEMENTAL AGREEMENT, by and between the **NORTH TEXAS TOLLWAY AUTHORITY**, a regional tollway authority and a political subdivision of the State of Texas, acting by and through its Board of Directors (the "Authority"), and the **COUNTY OF DENTON**, a political subdivision of the State of Texas, acting by and through its duly elected Commissioners Court (the "County"), is entered into effective as of the 21<sup>st</sup> day of November, 2001.

**WITNESSETH**

**WHEREAS**, the Authority and the County entered into the Lewisville Lake Bridge Corridor Feasibility Study Interlocal Agreement dated as of September 20, 2000 (the "Existing Agreement"), which describes the parties' respective obligations regarding a transportation project (the "Project") divided into two basic parts;

**WHEREAS**, one part of the Project is a proposed four-lane toll bridge across Lewisville Lake, defined in the Existing Agreement and herein as the "Bridge," and the other part is composed of two segments of a proposed four-lane roadway situated on either side of the Bridge and extending to the intersection of I-35E and Swisher Road on the west and to the proposed intersection of the Dallas North Tollway with FM 2934 on the east, defined therein and herein as the "Access Roads;"

**WHEREAS**, the Existing Agreement as originally drafted limited the Authority's obligations to the Bridge, and costs are allocated in a manner consistent with that division of responsibility, both during the feasibility study period for the Project and afterwards;

**WHEREAS**, while there was and is no intention to change the allocation of costs as provided in the Existing Agreement, the Authority and the County agreed that the Authority should take the lead role in selecting consultants to perform work on various sections of the entire Project, and not just the Bridge, and the parties executed that certain letter agreement approved by the County by Court Order No. 02-0662 dated October 15, 2002, and which was accepted by the Authority on November 1, 2002 (the "Letter Agreement") by which the County (1) approved certain contracts (the "Previous Contracts") with Binkley & Barfield, Inc. and Dannenbaum Engineering Corporation to prepare plans, specifications and estimates for two portions of the Access Roads and (2) agreed to reimburse the Authority for costs arising under the Previous Contracts as more specifically set forth therein;

**WHEREAS**, consistent with the parties' decision for the Authority to take the lead role in selecting consultants for the entire Project and to reimburse the Authority as provided in the Previous Contracts, the Authority proposed, and the County agreed, that HNTB Corporation, the Authority's "General Engineering Consultant" ("HNTB"), be retained to conduct the preliminary design phase and to oversee the final design efforts for the entire Project, with resulting costs being shared between the Authority and the County in an agreed manner based on the relationship between the Bridge and Access Roads portions of the Project;

**WHEREAS**, the Authority and HNTB have prepared, negotiated and executed "Work Authorization No. 5" dated as of the effective date of this Supplemental Agreement attached

hereto as "Schedule 1" and made a part hereof for all purposes ("WA5") and the parties desire to set forth their obligations under WA5; and

**WHEREAS**, the County, by Court Order No. 05-0429 dated July 19, 2005, has authorized the County to enter into this Supplemental Agreement and to perform its obligations hereunder;

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of these premises and of the mutual covenants and agreements of the parties hereto by them respectively kept and performed as hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Authority and the County agree as follows:

1. **Approval of and Reimbursement Under WA5.** After taking all official action, the County approves WA5, including the services described therein, the selection of HNTB, the contract amount, and the not-to-exceed amount listed therein (\$1,505,071.26). The County specifically acknowledges its obligation to reimburse the Authority for its share of costs arising under WA5 in accordance with the terms thereof (the \$921,605.28 attributable to the Access Roads), provided that all invoices submitted to the County shall be addressed to John R. Polster, County Transportation Consultant, whose address is ITS, 2701 Valley View Lane, Farmers Branch, Texas 75234, and all payments to the Authority shall be remitted to the Authority within thirty (30) days of the County's receipt of the applicable invoice, addressed to Keith H. Nelson, Assistant Director of Finance, at the applicable address set forth in Section 7.6 of the Existing Agreement.

2. **The Letter Agreement.** This Supplemental Agreement also shall constitute the formal amendment to the Existing Agreement incorporating by reference the terms of the Letter Agreement relating to the Previous Contracts.

3. **Notices.** Section 7.6 of the Existing Agreement is hereby amended to substitute (a) "Mary Horn, County Judge" for "Scott Arney, County Judge" and (b) "Allan Rutter, Executive Director" for "Jerry Hiebert, Executive Director."

4. **Additional Services and Contracts.** The parties acknowledge that subsequent to the execution of this Supplemental Agreement it will be necessary for the Authority to select, and negotiate and contract with, various consultants to provide additional services for the Project. These services will include, but not be limited to, aerial mapping, surveying, geotechnical engineering, preparation of final design, and construction management. The Authority shall inform the County of the progress of its selection, negotiation and contracting process regarding the retention of consultants for the Project. The costs for the resulting services will be divided as anticipated in the Existing Agreement with respect to the Bridge and Access Roads portions of the Project, and the approval and reimbursement terms applicable to such future contracts shall be addressed in subsequent supplemental agreements between the Authority and the County.

5. **Authorization.** Each party to this Supplemental Agreement represents to the other that it is fully authorized to enter into this Supplemental Agreement and to perform its obligations hereunder, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Supplemental Agreement. Each signatory on behalf of the County and the



Authority, as applicable, is fully authorized to bind that entity to the terms of this Supplemental Agreement.

6. **Full Force and Effect.** Except as amended in the Letter Agreement or hereby, all terms of the Existing Agreement shall remain in full force and effect as written, including without limitation Section 3.1.

**IN WITNESS WHEREOF**, the County and the Authority have executed this Supplemental Agreement on the dates shown below, to be effective on the date listed above.

**ATTEST:**

**COUNTY OF DENTON,**  
a Texas County

By: Eileen McConnell

By: Mary Horn  
Mary Horn, County Judge

**APPROVED AS TO FORM:**

Date: 7/19/05

Thomas J. Liddell  
Assistant District Attorney

**ATTEST:**

**NORTH TEXAS TOLLWAY AUTHORITY**

Ruby Franklin  
Secretary

Allan Rutter  
Allan Rutter, Executive Director

**APPROVED AS TO FORM:**

Locke Liddell & Sapp LLP  
General Counsel

By: Frank E. Stevenson, II  
Frank E. Stevenson, II

**SCHEDULE 1**

to

SUPPLEMENTAL AGREEMENT No. 1

TO

LEWISVILLE LAKE BRIDGE CORRIDOR FEASIBILITY STUDY INTERLOCAL AGREEMENT

**WA5**

[see the following pages]

## EXHIBIT F

### LEWISVILLE LAKE TOLL BRIDGE AND ACCESS ROADS WORK AUTHORIZATION

WORK Authorization No. 5

This Work Authorization is made as of this 12th day of November, 2001, under the terms and conditions established in the AGREEMENT FOR GENERAL CONSULTING ENGINEERING SERVICES, date as of January 1, 2000 (the Agreement), between the North Texas Tollway Authority (Authority) and HNTB Corporation (GEC). This Work Authorization is made for the following purposes, consistent with the services defined in the Agreement:

The Lewisville Lake Toll Bridge and Access Roads project (the Project) begins at IH 35E at Swisher Road, extends easterly within an existing 80-foot right-of-way, crosses Lewisville Lake on bridge structure, continues north and northeasterly in an existing 80-foot right-of-way to an intersection with F.M. 720. From this point, the corridor continues within a proposed 120-foot right-of-way east and northeast, crossing an arm of Lewisville Lake on bridge structure and continues through the city of Little Elm. The corridor then extends to the east to a termination at the approximate location of the F.M. 423/F.M. 2984 intersection. The corridor project will be considered an urban arterial facility and will provide two traffic lanes in each direction on the approach roadways and two traffic lanes in each direction on the bridge structure. Opposing direction roadways may or may not be separated by a median divider depending on right-of-way and safety considerations.

#### Section A. Scope of Services

The services to be provided and which are described in this Work Authorization are the general consulting engineering services that are required to assist and advise the Authority in the selection of consulting architect and engineering firms and in matters relating to the advanced planning, schematic design, environmental assessment, agency coordination, review of reports, studies and similar documents, and review of construction plans and specifications and bidding documents for the project.

A.1. GEC shall perform the following Services:

1. *Bond Resolution and Trust Agreement Service*

HNTB CORPORATION  
Page 1 of 12  
October 30, 2001

- 1.1 Perform those responsibilities of the Consulting Engineer as assigned in Trust Agreements and Bond Resolutions that are related and applicable to the Project.

2. *Project Management - Administration Assistance*

Assist and advise the Authority and Denton County (the County), including attendance at meetings as requested, in matters of engineering policy in administration, financing, planning, and design of the Project, and prepare a record of such activity, as appropriate.

- 2.1 Review, evaluate, and approve consultant's requests for payments.
- 2.2 Prepare consultant termination agreements or certification of completion of services and assist the Authority and the County in obtaining release and waiver of liens and claims.
- 2.3 Develop, print, and distribute: semi-annual design and construction progress reports to the Authority and the County outlining the acquisition of real property for the Project; current estimates of opening to traffic dates for the various construction sections, the date of construction completion, the Project construction cost, and the amount of funds required for each six (6) months during the estimated completion period of construction; and, comparisons between the actual times elapsed and the actual costs incurred and the original estimates of such times and costs.
- 2.4 Develop, implement, and maintain a document control and a filing system, which shall govern the distribution and file copies of all program-related correspondence, reports, plans, and technical data. Copies of the program/project files shall be transferred to the Authority and Denton County upon completion of the work.
- 2.5 Analyze claims against the Authority arising out of the project or work thereon, and provide support as required to effect the resolution of such claims.
- 2.6 Represent the Authority and the County at the regional Technical Work Group meetings, Authority technical and staff meetings with Denton County, meetings with the Texas Department of Transportation (TxDOT) and/or other parties, North Central Texas Council of Governments (NCTCOG) meetings, and other meetings of governmental or quasi-governmental bodies, as requested by the Authority.

HNTB CORPORATION  
Page 2 of 12  
October 30, 2001

- 2.7 Monitor costs of the project and notify the Authority and Denton County of any impending budgetary issues, should they arise.
- 2.8 Provide engineering advice and assistance to the Authority, the County, and all selected consultants, testing engineers, and construction managers in regard to design and construction of the Project and to Locke, Liddell & Sapp, L.L.P., currently the designated "General Counsel" of the Authority in connection with all legal matters, duties, and services required in planning, design, and construction of the Project.
- 2.9 Perform review and liaison activity as may be required among the Authority, the consultants, TxDOT, Denton County and the following:

City of Lake Dallas	City of Little Elm
City of Shady Shores	US Army Corp of Engineers
City of Denton	Dallas Water Utilities
City of Frisco	City of Lakewood Village
North Central Texas Council Of Governments	

It is anticipated that each of these agencies will participate in proceedings of the Technical Work Group monthly meetings (see 4.1).

- 2.10 Coordinate with North Central Texas Council of Governments (NCTCOG), consultants, the Authority, and Denton County regarding Project status and its conformity to policy. This will include, but will not be limited to, reviewing consistency with regional planning assumptions and state and federal requirements. Review traffic projections received from NCTCOG and furnish the traffic data to the NTTA's Traffic and Revenue Consultant for further coordination. The GEC will keep the Authority and Denton County apprised of all pertinent information and decisions necessary for project development.

### 3. *Consultant Selection & Retention*

Develop a written Scope of Services for selected engineering, architectural, and/or other firms for geotechnical services, mapping, and other contractual services necessary for the preparation of design and

HNTB CORPORATION  
Page 3 of 12  
October 30, 2001

construction plans and specifications, preparation of plans for utility adjustments, and preparation of estimates of the cost of construction.

- 3.1 Scope of Services will be prepared for the following:
- a. Aerial mapping services.
  - b. At least three firms for access roadway PS&E services.
  - c. Lewisville Lake toll bridge and approaches PS&E services.
  - d. Architectural services for toll plaza.
  - e. Landscaping services.
  - f. Geotechnical services.
  - g. Construction management services.
  - h. Construction materials testing services.
- 3.2 Assist the Authority and the County in its selection of section engineers, architectural engineers, landscape architects, geotechnical engineers, testing engineers, construction managers, and other consultants providing services for the Project. This selection will be made from an Evergreen pool that includes firms previously qualifying and selected by the Authority to participate in providing services to the Authority.
- 3.3 Develop and monitor milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in the Project.
- 3.4 Prepare for, coordinate, and/or conduct scope of services meetings and prepare official minutes.
- 3.5 Assist the Authority and the County in fee negotiations with the selected consultants, including evaluation of fee proposals.
- 3.6 Prepare final contractual documents; obtain Authority, Denton County, and TxDOT approvals, as appropriate; and, expedite the execution of contractual documents.
- 3.7 Prepare Notice-to-Proceed materials.
- 3.8 Review, evaluate, and determine the validity of consultant claims for extra work and fee proposals for extensions of time for performance of services, and other claims.

HNTB CORPORATION  
Page 4 of 12  
October 30, 2001

3.9 Develop and process requests for Supplemental Services, Supplemental Agreements, and/or Change Orders to obtain the Authority's or the County's internal approvals for consultant performance of supplemental services.

3.10 Develop and implement CADD standards for electronic file submissions of designs developed by consultants. Microstation CADD files on approved electronic media and other materials and documents submitted by the various consultants with their pay estimates as required, shall be used to assist in verifying the percentage of completion of the work for which payment is being requested. The GEC shall keep these media on NTTA server domain to provide an up-to-date alternative work progress record for the project contract plan development of each project development discipline.

#### *4. Consultant Management*

4.1 Establish a Technical Work Group that will meet with the Authority's staff and the County's staff on a monthly basis to review the status of work activities and identify and resolve project development issues. The Technical Work Group shall include representatives from all agencies, public and private, having an interest in the Project.

4.2 Review the progress of planning and design activities for the Project at the offices of the consulting firm performing services for the Authority. In general, the site visit review will meet on a monthly basis, alternating bi-weekly with the Technical Work Group meetings.

4.3 Perform Quality Assurance / Quality Control reviews of consultant's work product prior to submittal to the Authority, Denton County, or other agencies having an interest in the project. The reviews will consist of checking for adequacy of detail, commenting and/or recommending format, adequacy and economy of design, uniformity of design among section engineers and conformance with the Project design criteria, schematic design, environmental requirements, and the standards, policies, and specifications of the Authority. Formal reviews are anticipated to occur at approximately the 50-percent, 90-percent and 100-percent completion level of work. The 100% review will include the review of plans, specifications, estimates, General Notes; and General and Special Provisions. A final review will be

HNTB CORPORATION  
Page 5 of 12  
October 30, 2001

made to verify that all previous review comments have been resolved.

- 4.4 Develop and implement procedures for GEC involvement in providing contractor shop drawings review and design services during construction.

## 5. *Surveying and Mapping*

- 5.1 Develop a flight map of the Project and furnish to an aerial mapping firm for use in obtaining aerial photography. Develop basic criteria for mapping needs and provide liaison to the aerial mapping firm for production of a topographic map of the Project.
- 5.2 Review and comment, with respect to the right-of-way necessary for the toll plaza, on the preparation of legal descriptions, plats, and appraisal sketches; and, based on such review, recommend acceptance and approval by the Authority of said items with consultation of the County.
- 5.3 Monitor mapping consultant's performance of services to determine adequacy of work performed relative to contract intent.
- 5.4 Monitor the activities of the aerial mapping firm in the establishment of field ground controls and benchmarks. Topographic mapping will be produced in accordance with TxDOT specifications at a design scale of 1"=40' showing 1-foot contour intervals and topographic features which will be suitable for final construction plans. Actual costs for performance of mapping services is not included in this Work Authorization.

## 6. *Utility and Railroad Adjustments/Relocations*

- 6.1 Establish criteria and format of the applicable project plans, specifications and contract documents for utility relocations or adjustments.
- 6.2 Perform review and liaison work among the Authority, TxDOT, Denton County, consultants, interested public or private entities, and local governments to achieve efficiency and continuity in the Project public and private utility relocations and adjustments planning and design.

HNTB CORPORATION  
Page 6 of 12  
October 30, 2001



- 6.3 Prepare utility/railroad/other schedules and provide liaison for adjustments and relocations and coordinate with project schedule.
- 6.4 Review design consultant's preparation of utility/railroad/other relocation drawings for conformance with requirements of the Project construction.
- 6.5 Confer/coordinate with utility/railroad companies, cities, counties, transit lines, electric companies, telephone, telegraph and cable companies, gas line companies, water supply and sewerage districts, drainage, irrigation and flood control districts, and other entities regarding proposed and existing crossings, abandonments, closings and/or relocation of facilities, and assist the Authority in the negotiation of agreements/permits.
- 6.6 Attend coordination meetings with involved public or private agencies during utility relocations and adjustments and final project design and construction plan development to discuss such items as permanent or temporary easements, right-of-way, detours, temporary crossings, etc. Advise the Authority and County on engineering concerns or possible solutions for items discussed at those meetings.
- 6.7 Assist the Authority in the process of bidding and award of utility adjustment contracts, if necessary.
- 6.8 Evaluate utility/railroad/other proposals and cost estimates for relocation work.
- 6.9 Provide record keeping services for utility relocation activities.
- 6.10 Prepare the necessary documents to certify that utilities/railroad/other conflicts are clear.
- 6.11 Review payment requests received from utility companies and other entities for design services and construction expenses incurred in utility relocations and adjustments, and prepare appropriate recommendations to the Authority.
- 6.12 Maintain an ongoing and up-to-date comparison of actual to budgeted utility relocation costs and promptly notify the Authority when material deviations between actual and budgeted relocation or adjustment costs occur.

HNTB CORPORATION  
Page 7 of 12  
October 30, 2001

7. *Environmental Assessment*

- 7.1 Prepare an Environmental Screen for the additional right-of-way from IH 35E along the Swisher Road alignment through and to Garza Lane to F.M. 720 in Denton County. A regulatory review of all government Environmental Data Bases will be conducted specifically addressing hazardous waste sites, spill locations, underground storage tank locations, and toxic hazardous material generators. Furthermore, endangered species, historical and archaeological features, and noise issues will be addressed in the Environmental Screen.
- 7.2 Provide a Categorical Exclusion (CE) for the location of the proposed toll plaza.
- 7.3 Prepare a supplement to the Corps of Engineers Programmatic Environmental Assessment for the proposed Lewisville Lake toll bridge and other structures throughout the Project, if required.

8. *Schematic Design*

- 8.1 Using base maps produced from aerial photography, prepare schematic plans of the Project from IH 35E to F.M. 720. Consult with the Authority's Traffic Engineer and Denton County to finalize the type and location of toll collection facilities.
- 8.2 In consultation with the Authority, identify the required operations building needs, parking lots, and access roads for the toll plaza.
- 8.3 Develop 1"=40' scale geometric plan and profile schematics for the Project showing preliminary right-of-way requirements for the Project, the toll plaza, and interchanges. Schematic plans will be prepared in accordance with requirements of TxDOT. Develop exhibits to describe and illustrate the project, and prepare preliminary layouts of the toll plaza.
- 8.4 Develop a guide sign layout to support the schematic plans.
- 8.5 Prepare estimates of probable construction costs including right-of-way, engineering administrative costs, legal, and related costs to establish a Project cost. Estimates of costs will be based on schematic plans. Estimates of quantities of major construction items will be determined and current prices applied to these

HNTB CORPORATION  
Page 8 of 12  
October 30, 2001

quantities to determine estimates of construction costs. Minor items of cost will be determined by applying a percent factor to the major item construction cost. Estimates of costs will include a projection of cost to operate and maintain the Lewisville Lake toll bridge and an estimate of periodic payments for the construction period.

- 8.6 Provide oversight and support for schematic plans development for the Project from F.M. 720 to the eastern terminus of the Project. The GEC will provide oversight with regards to such issues as schematic plans development, right-of-way matters, cost estimates, scheduling, and any other subjects as directed by the Authority and the County.

## 9. *Engineering Report*

- 9.1 Prepare an Engineering Report to describe the physical features of the Project in sufficient detail to support the sale of revenue bonds to finance construction of the Lewisville Lake toll bridge and toll plaza. Typical sections and the preliminary geometric design will be shown on exhibits in the report. The report will include an estimate of the Project cost based on the schematic plans developed for the Project, including an estimate of the costs of major items of construction. Unit prices as determined from a review of cost trends for similar civil construction in the broad geographic area of the Project will be applied to the estimated quantities to derive estimated construction costs. The Engineering Report will include an estimate of operation and maintenance costs for the opening year and future year levels based on reasonable annual cost escalation and a general schedule for the design and construction of the Project.
- 9.2 Prepare twenty-five copies of a draft of the Engineering Report to be submitted to the Authority for review and used by the Authority's Traffic Engineers and financial adviser for the purpose of preparing a definitive plan to finance construction of the project. Five copies of the draft Engineering Report will be furnished to the County.
- 9.3 After review of the Draft Engineering Report and during the process of establishing a financial plan, perform further engineering studies required as a by-product of the review of the Draft Engineering Report and financing proposal. Revise the Draft Engineering Report as requested, and publish it as the Final Engineering Report. One hundred copies of the Engineering Report will be provided.

HNTB CORPORATION  
Page 9 of 12  
October 30, 2001

- A. 2. The following Services are not included in this Work Authorization, but shall be provided as Additional Services if authorized or confirmed in writing by the Authority.

1. *Right-of-Way Services*

- 1.1 Prepare such engineering or other exhibits and plats as may be requested for all hearings and legal proceedings related to the Project. Prepare for and appear at conferences at the offices of the Legal Counsel and furnish competent expert engineering witnesses to provide such oral testimony and to introduce such demonstrative evidence as may be needed throughout all trials and hearings with reference to any litigation relating to the Project, the services, or Denton County and Authority's activities.
- 1.2 Provide testimony at eminent domain proceedings; provide assistance to Denton County, the Authority, or its Legal Counsel, including providing testimony and responding to interrogatories; and, preparing trial exhibits.

- A. 3. In conjunction with the performance of the foregoing Services, the GEC, for the Project, shall provide the following submittals/deliverables (Documents) to the Authority and County:

- 1.1 Monthly Reports summarizing status and activities occurring on the Project. This report will be provided to the Technical Work Group at the monthly Work Group Meetings.
- 1.2 Semi-Annual Reports summarizing the status of the Project as required by the Trust Agreement, Bond Resolution, Amending Resolutions and Supplemental Resolutions relating to the Project.
- 1.3 Engineering Report in sufficient detail to fully describe and illustrate the engineering features and characteristics of the Project and preliminary geometric designs.
- 1.4 Schematic plans in sufficient detail necessary to proceed with Final Design (PS&E).

Section B. Schedule

The following schedule has been developed to estimate the duration of major tasks for the Project. This stated preliminary schedule is not a

HNTB CORPORATION  
Page 10 of 12  
October 30, 2001

guarantee of completion dates and should only be used as a timeline estimate. Unpredictable issues involving environmental permitting, actual Project construction, and other major tasks prevent the establishment of precise scheduling.

1. Engineering Study, schematic plans, and Financial Plan to be finalized by April 2002.
2. Environmental Assessment and Investment Grade Studies to be completed by September 2002, with a duration of twelve (12) months.
3. Final Design (PS&E) to be completed by December 2003, with a duration of eighteen (18) months.
4. Environmental permitting process to be completed by July 2003, with a duration of twenty-nine (29) months.
5. Project construction to be completed by July 2006, with a duration of thirty (30) months.

#### Section C. Compensation

- C.1 In return for the performance of the foregoing obligations for development of the Project, the Authority shall pay to the GEC the amount not to exceed \$1,505,071.26, based on the attached fee estimate.

Compensation shall be in accordance with the agreement based on the method (ii), cost plus to a maximum not to exceed the above amount.

- C.2 Compensation for Additional Services (if any) shall be paid by the Authority according to the terms of a future Work Authorization.
- C.3 Pay Estimate requests shall be submitted to the Authority no more frequently than monthly and shall be presented to distinguish those costs associated with the Bridge and Toll Plaza from those associated with the Access Roads.

#### Section D. Authority's Responsibilities

The Authority shall perform and/or provide the following in a timely manner so as not to delay the services of the GEC. Unless otherwise provided in this Work Authorization, the Authority shall bear all costs incidental to compliance with the following:

HNTB CORPORATION  
Page 11 of 12  
October 30, 2001

Legal and administrative services as required by the Authority to develop and implement the Project.

Section E. Other Provisions

The parties agree to the following provisions with respect to this specific Work Authorization:

Receipt from Authority to proceed with services on or about November 5, 2001.

Except to the extent expressly modified herein, all terms and conditions of the Agreement shall continue in full force and effect.

Authority: North Texas Tollway Authority GEC: HNTB Corporation

By: Jerry Hieber

By: Benjamin J. Biller

Signature: [Signature]

Signature: [Signature]

Title: Executive Director

Title: Vice President

Date: November 12, 2001

Date: 11/1/01

HNTB CORPORATION  
Page 12 of 12  
October 30, 2001

Exhibit A-NTTA

Proposed Lewisville Lake Toll Bridge and Toll Plaza

Man-hour Estimate - General Engineering Consultant Services

Item	Task	Systems	Principal	Proj Mgr	Envr	CADD/Arch	Environmental Scientist	Design	Total
1	Bond Resolution and Trust Agreement Service	1	8	80				8	126
2	Project Management-Administration Assistance	2							
	Pay Estimates	2.1	0	20	60	0	0	0	380
	Certificates	2.2	0	20	0	0	0	0	40
	Semi-Annual Reports	2.3	20	40	80	40	0	140	320
	Document Control System	2.4	0	20	40	40	0	320	420
	Consultant Engineering Assistance		0	180	180	20	0	40	420
	Project Liaison/Coordination	2.8	20	80	320	60	0	20	600
	Subtotal		40	360	680	180	0	840	2080
3	Consultant Selection and Retention	3							
	Scope of Services	3.1	0	10	20	0	0	0	40
	Aerial Mapping		0	20	40	0	0	10	100
	Bridge and Approach Engineer		0	18	40	0	0	40	96
	Toll Plaza Architectural		0	10	20	0	0	10	40
	Landscape Services		0	10	20	0	0	10	40
	Geotechnical Services		0	10	20	0	0	10	40
	Construction Manager		0	10	20	0	0	10	40
	Construction Material Testing		0	10	20	0	0	10	40
	Consultant Selection		0	10	20	0	0	10	40
	Schedules	3.2	0	60	0	0	0	0	60
	Fee Negotiations	3.3	0	24	40	0	0	10	74
	Development of CADD Standards	3.4 thru 3.8	0	80	24	0	0	10	94
	Subtotal	3.1	0	5	20	40	0	0	65
			0	235	264	40	0	150	689
4	Consultant Management	4							
	Technical Work Group Meetings/Record	4.1	0	120	120	0	0	30	270
	Monthly Plan Review	4.2	0	72	144	40	0	18	274
	Formal Construction Plan Review	4.3	0	96	240	20	0	20	376
	Shop Drawing Review	4.4	0	30	240	0	0	40	310
	Subtotal		0	318	744	60	0	108	1230
5	Surveying and Mapping	5							
	Aerial Flight Map	5.1	0	10	40	30	0	10	90
	Coordination, Plans, Legal Descriptions	5.2	0	20	20	40	0	10	90
	Topographic Base Map	5.3, 5.4	0	40	20	60	0	10	130

Exhibit F Lewisville Lake Tasks.xls

**Exhibit A-NTTA**

Item	Task	Scope Items	Principals	Proj Mgr	Engr	CIADO Tech	Environmental Scientist	Cartical	Total
	Subtotal		0	70	80	130	0	30	310
6	Utility and Railroad Adjustments/Relocations Utility Relocations/Adjustments	6 6.1 thru 6.12	0	40	180	80	0	40	340
7	Environmental Assessment	7							
	Environmental Screen for Project Right-of-Way Tail Plaza Categorical Exclusion	7.1 7.2	0	10	0	0	10	4	24
	Supplement to Corps of Engineers Programmatic EA	7.3	2	10	10	10	50	20	102
	Subtotal		4	30	10	10	110	84	228
8	Schematic Design	8							
	Coordination of Design	8.1, 8.2	0	80	180	40	0	20	300
	Geometric Plan and Profile	8.3	0	32	120	120	0	0	272
	Signing Plans	8.4	0	8	20	0	0	0	28
	Cost Estimates	8.5	0	20	40	40	0	0	100
	Subtotal		0	140	340	200	0	20	700
9	Engineering Report	9							
	Report Writing and Assembly	9.1	0	40	80	80	3	40	248
	Report Writing and Review	9.2, 9.3	10	40	40	40	6	16	154
	Subtotal		10	80	120	120	18	56	402



**Exhibit A-NTTA**

**Man-hour and Task Summary**

**Proposed Lewisville Lake Toll Bridge and Toll Plaza**

TASK/DESCRIPTION	PRINCIPAL	PROJECT MANAGER	ENGINEER	CADD/TECH	ENVIRONMENTAL SCIENTIST	CLERICAL	TOTAL MAN HOURS	LABOR CHARGED (DIRECT)	TOTAL COST FOR TASK (INCL. MULT.)
1. Bond Resolution and Trust Agreement Service	8	80				8	96	\$4,560.00	\$19,420.54
2. Project Management-Administration Assistance	40	360	680	160	0	840	2080	\$59,080.00	\$179,878.35
3. Consultant Selection and Retention	0	235	264	40	0	150	689	\$23,672.00	\$69,669.06
4. Consultant Management	0	318	744	60	0	108	1230	\$43,512.00	\$128,080.17
5. Surveying and Mapping	0	70	80	130	0	30	310	\$9,710.00	\$28,577.50
6. Utility and Railroad Adjustments/Relocations	0	40	180	80	0	40	340	\$10,460.00	\$30,784.83
7. Environmental Assessment	4	30	10	10	110	64	228	\$8,330.00	\$18,629.82
8. Schematic Design	0	140	340	200	0	20	700	\$23,320.00	\$68,633.09
9. Engineering Report	10	80	120	120	16	56	402	\$12,678.00	\$37,312.62
<b>SUBTOTAL-HOURS/COSTS</b>	<b>62</b>	<b>1353</b>	<b>2418</b>	<b>500</b>	<b>126</b>	<b>1316</b>	<b>6076</b>	<b>\$183,322.00</b>	<b>\$588,985.88</b>
<b>BASE HOURLY RATES</b>	<b>\$95.00</b>	<b>\$50.00</b>	<b>\$33.00</b>	<b>\$24.00</b>	<b>\$28.00</b>	<b>\$15.00</b>			
Postage, Deliveries, etc.									
Travel and Subsistence									\$500.00
Report Printing and Reproduction (100 Copies @ \$50/copy)									\$500.00
Document Printing and Plotting (1,000 S.F. @ \$0.50/S.F.)									\$5,000.00
Reproductions of 50 Drawings (50 drawings @ \$10/Drawing)									\$500.00
Miscellaneous Expenses									\$7,500.00
									<b>\$563,465.98</b>

Exhibit F Lewisville Lake Tasks.xls

**Exhibit B-Denton County  
Proposed Lewisville Lake Toll Bridge Approach Roadways  
Man-hour Estimate - General Engineering Consultant Services**

Item	Task	Scope/Items	Principal	Proj. Mgr	Engr	CADD/Task	Environmental Schedules	Critical	Total
2	Project Management-Administration Assistance	2							
	Pay Estimates	2.1	0	20	60	0	0	0	440
	Certificates	2.2	0	20	0	0	0	0	40
	Semi-Annual Reports	2.3	24	40	80	40	0	140	324
	Document Control System	2.4	0	20	40	40	0	320	420
	Consulting Engineering Assistance	2.5 thru 2.9	0	180	20	20	0	40	420
	Project Liaison/Coordination	2.9, 2.10	40	280	440	120	0	40	920
	Subtotal		64	560	800	220	0	920	2554
3	Consultant Selection and Retention	3							
	Scope of Services	3.1							
	Aerial Mapping		0	10	40	0	0	0	50
	Section Engineers (3)		0	30	120	24	0	60	234
	Landscape Services		0	10	20	0	0	40	70
	Geotechnical Services		0	10	20	0	0	10	40
	Construction Manager		0	10	20	0	0	10	40
	Construction Material Testing		0	10	20	0	0	16	46
	Consultant Selection	3.2	0	60	0	0	0	0	60
	Schedules	3.3	0	80	120	24	0	24	248
	Fee Negotiations	3.4 thru 3.9	12	120	80	0	0	50	262
	Development of CADD Standards	3.1	0	8	20	40	0	0	68
	Subtotal		12	348	480	88	0	218	1128
4	Consultant Management	4							
	Technical Work Group Meetings/Record	4.1	0	120	120	0	0	30	270
	Monthly Plan Review	4.2	0	182	384	40	0	20	836
	Formal Construction Plan Review	4.3	0	144	900	40	0	20	1104
	Shop Drawing Review	4.4	0	80	480	0	0	20	580
	Subtotal		0	536	1884	80	0	90	2590
5	Surveying and Mapping	5							
	Aerial Flight Map	5.1	0	24	40	40	0	20	124
	Coordination, Plans, Legal Descriptions	5.2	0	40	160	120	0	15	335
	Topographic Base Map	5.3, 5.4	0	16	80	120	0	15	231
	Subtotal		0	80	280	280	0	50	630
6	Utility and Railroad Adjustments/Relocations	6							

Exhibit F Lewisville Lake Tasks.xls

**Exhibit B-Denton County  
Proposed Lewisville Lake Toll Bridge Approach Roadways  
Man-hour Estimate - General Engineering Consultant Services**

Item	Task	Scope Items	Principal	Proj Mgr	Engnr	CADD/Design	Environmental Scientist	Director	Total
	Utility Relocations/Adjustments	6.1 thru 6.12	0	80	160	40	0	0	300
	Railroad Permits/Adjustments	6.3, 6.4, 6.5, 6.8, 6.10	0	40	80	60	0	0	200
	Subtotal		0	120	240	100	0	0	500
<b>7</b>	<b>Environmental Assessment</b>								
	Environmental Screen for Project Right-of-Way	7.1	8	40	0	0	60	16	154
<b>8</b>	<b>Schematic Design</b>								
	Coordination of Design	8.1, 8.2	0	40	120	40	0	0	220
	Geometric Plan and Profile	8.3	0	80	240	240	0	0	560
	Signing Plans	8.4	0	40	80	80	0	0	200
	Cost Estimates	8.5	8	40	80	40	0	10	170
	Project Management for Schematic Plan Development	8.6	8	80	160	0	0	40	280
	Subtotal		16	280	880	400	0	70	1446
<b>9</b>	<b>Engineering Report</b>								
	Report Writing and Assembly	9.1	0	40	40	80	0	24	184
	Report Writing and Review	9.2, 9.3	10	40	20	40	0	8	108
	Subtotal		10	80	60	120	0	32	302

Exhibit F Lewisville Lake Tasks.xls

Exhibit B-Denton County

Man-hour and Task Summary

Proposed Lewisville Lake Toll Bridge Approach Roadways

TASK/DESCRIPTION	PRINCIPAL	PROJECT MANAGER	ENGINEER	CADD/TECH	ENVIRONMENTAL SCIENTIST	CLERICAL	TOTAL MAN HOURS	LABOR CHARGED (DIRECT)	TOTAL COST FOR TASK (INCL. MULT.)
2. Project Management-Administration Assistance	64	560	800	220	0	920	2564	\$77,000.00	\$226,618.70
3. Consultant Selection and Retention	12	348	460	88	0	218	1128	\$98,622.00	\$113,668.41
4. Consultant Management	0	536	1884	80	0	90	2590	\$92,242.00	\$271,477.43
5. Surveying and Mapping	0	80	280	280	0	50	690	\$20,710.00	\$60,951.60
6. Utility and Railroad Adjustments/Relocations	0	120	240	100	0	40	500	\$16,920.00	\$49,797.25
7. Environmental Assessment	8	40	0	0	90	16	154	\$5,200.00	\$15,304.12
8. Schematic Design	16	280	680	400	0	70	1446	\$47,970.00	\$141,180.51
9. Engineering Report	10	80	60	120	0	32	302	\$9,890.00	\$29,107.26
<b>SUBTOTAL-HOURS/COSTS</b>	<b>110</b>	<b>2044</b>	<b>4404</b>	<b>1288</b>	<b>90</b>	<b>1436</b>	<b>9372</b>	<b>\$308,554.00</b>	<b>\$908,105.28</b>
BASE HOURLY RATES	\$65.00	\$50.00	\$33.00	\$24.00	\$28.00	\$15.00			
Postage, Deliveries, etc.									
Travel and Subsistence									\$750.00
Report Printing and Reproduction (25 Copies @ \$30/copy)									\$1,000.00
Document Printing and Plotting (1,000 S.F. @ \$0.50/S.F.)									\$1,250.00
Miscellaneous Expenses									\$500.00
									\$10,000.00
									<b>\$921,605.28</b>

Exhibit F Lewisville Lake Tasks.xls

Exhibit C-Combined				
Proposed Lewisville Lake Toll Bridge and Approach Roadways				
Combined Man-hour and Fee Estimate - General Engineering Consultant Services				
Project Description	Total Man-hours	Total Direct Labor Cost	Total Cost for Project (Incl. Mult.)	
Lewisville Lake Toll Bridge and Toll Plaza	6,075	\$193,322.00	\$583,465.98	
Lewisville Lake Approach Roadways	9,372	\$308,554.00	\$921,605.28	
		Total GEC Cost:	\$1,505,071.26	

Exhibit F Lewisville Lake Tasks.xls