

LOCKE LIDDELL & SAPP LLP

ATTORNEYS & COUNSELORS

2200 ROSS AVENUE
SUITE 2200
DALLAS, TEXAS 75201-6776

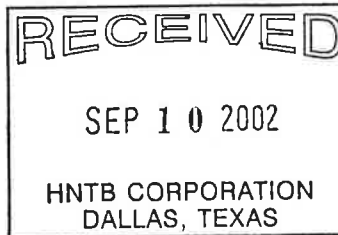
AUSTIN • DALLAS • HOUSTON • NEW ORLEANS

(214) 740-8000
FAX: (214) 740-8800
www.lockeliddell.com

(214) 740-8469
fstevenson@lockeliddell.com

September 9, 2002

Jerry Hiebert
Executive Director
NORTH TEXAS TOLLWAY AUTHORITY
5900 West Plano Parkway, Suite 100
Dallas, Texas 75219



VIA COURIER

Wayne Bowen Weems
Assistant District Attorney
DALLAS COUNTY DISTRICT ATTORNEY'S OFFICE
Administrative Building
5th Floor
411 Elm Street
Dallas, Texas 75202-3384

VIA COURIER

Alan D. Hendrix
Department of Public Works and Transportation
CITY OF DALLAS
Room L1-BN
1500 Marilla Street
Dallas, Texas 75201

VIA COURIER

RE: North Texas Tollway Authority — Oak Lawn Project (LLS #67318/63190)

Dear Jerry, Bowen and Alan:

I am pleased to enclose two (2) original, fully executed and bound counterparts of the four-party Agreement between the State of Texas, the City of Dallas, Texas, the County of Dallas, Texas and the North Texas Tollway Authority for the Oak Lawn project.

Once again, many thanks for your hard work and patience regarding this Agreement.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Frank E. Stevenson, II". Below the signature, the name "Frank E. Stevenson, II" is printed in a small, sans-serif font.

FES:jj
Enclosures

**North Texas Tollway Authority — Oak Lawn Improvements
DISTRIBUTION LIST**

TxDOT Angela Green, Special Projects Office
Sue Reid, Legal Department
TEXAS DEPARTMENT OF TRANSPORTATION
4777 East Highway 80
Mesquite, Texas 75150

COUNTY Selas Camarillo
DALLAS COUNTY
411 Elm Street, 4th Floor
Dallas, Texas 75202

CITY Lawrence G. Scalf
Dallas City Attorney's Office
CITY OF DALLAS
Room 7DN
1500 Marilla Street
Dallas, Texas 75201

NTTA Katharine D. Nees
Mark A. Bouma
Ghaleb Sunna
Marcelle S. Jones
NORTH TEXAS TOLLWAY AUTHORITY
5900 West Plano Parkway, Suite 100
Dallas, Texas 75219

HNTB John Becker
Michael Copeland
HNTB CORPORATION
c/o North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Dallas, Texas 75219

Halff Associates Dennis Satre
HALFF ASSOCIATES
c/o North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Dallas, Texas 75219

Control: 8044-1001
OAK LAWN AVENUE
From IH35E to Maple Avenue
Dallas County

A G R E E M E N T

SURFACE TRANSPORTATION PROGRAM - METROPOLITAN MOBILITY REHABILITATION

by and between

THE STATE OF TEXAS,

acting by and through the Texas Department of Transportation,

THE CITY OF DALLAS, TEXAS,

acting by and through the Dallas City Council,

THE COUNTY OF DALLAS, TEXAS,

acting by and through the duly elected Commissioners Court,

and

NORTH TEXAS TOLLWAY AUTHORITY,

acting by and through the North Texas Tollway Authority's Board of Directors

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EXHIBIT A - NTTA RESOLUTION No. 45

EXHIBIT B - CITY OF DALLAS RESOLUTION

EXHIBIT C - DALLAS COMMISSIONERS COURT ORDER

EXHIBIT D - TEXAS TRANSPORTATION COMMISSION MINUTE ORDER No. 102542

EXHIBIT E - DESCRIPTION OF THE PROJECT

EXHIBIT F - PROPOSED RIGHT-OF-WAY MAP

EXHIBIT G - FORM 132

EXHIBIT H - DEBARMENT CERTIFICATION

EXHIBIT I - LOWER TIER PARTICIPATION DEBARMENT CERTIFICATION

Control: 8044-18-001
OAK LAWN AVENUE
From IH35E to Maple Avenue
Dallas County

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

AGREEMENT
SURFACE TRANSPORTATION PROGRAM –
METROPOLITAN MOBILITY REHABILITATION

THIS AGREEMENT, is made as of this ____ day of _____, 2002, by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," the City of Dallas, Texas, acting by and through the Dallas City Council, hereinafter called the "City," the County of Dallas, Texas, acting by and through the duly elected Commissioners Court, hereinafter called the "County," and the North Texas Tollway Authority, acting by and through the North Texas Tollway Authority's Board of Directors, hereinafter called the "NTTA."

WITNESSETH

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 ("ISTEA"), codified under Title 23 U.S.C. Section 101, *et seq.*, establishes the National Intermodal Transportation System that is economically efficient and environmentally sound, provides the foundation for the nation to compete in the global economy, and will move people and goods in an energy efficient manner; and

WHEREAS, Title 23 U.S.C. Section 133 establishes that surface transportation programs should be developed and implemented by the states' transportation agencies; and

WHEREAS, Title 23 U.S.C. Section 134 establishes that metropolitan planning organizations and the states' transportation agencies develop transportation plans and programs for urbanized areas of the applicable state; and

WHEREAS, the State, the City, the County, and the NTTA desire (1) improvements to Oak Lawn Avenue from IH35E to Maple Avenue, (2) the addition of a half-diamond interchange connecting the Dallas North Tollway to Oak Lawn, and (3) improvements to the Dallas North Tollway, all as more specifically described below, and these improvements, which are collectively referred to as the "Project," said Project having been submitted to and programmed by the local metropolitan planning organization for Federal funding under the Surface Transportation Program – Metropolitan Mobility Rehabilitation ("STP-MM") and under the Congestion Mitigation and Air Quality Improvement Program ("CMAQ"); and

WHEREAS, the Strategic Plan of the Texas Turnpike Authority, the entity to whose rights and obligations the NTTA has succeeded regarding the Project, provided for improved access from the southbound lanes of the Dallas North Tollway (the "DNT"), a turnpike project operated by the NTTA, to the Trinity Industrial District (the "District"), an area situated west of the DNT and bounded by the Trinity River, Continental Boulevard, the DNT and Inwood Road. A substantial amount of DNT traffic originates from or is destined to the District. The construction of the half-diamond interchange at the DNT and Oak Lawn will improve access to and from the District and the DNT. Furthermore, in order for the Interchange to operate properly, it is necessary for Oak Lawn Avenue to be improved in the manner described in this Agreement. In addition to the Interchange, the NTTA desires to further improve and expand the DNT between Maple Avenue and Harry Hines Boulevard at no cost to the County and without the use of certain "State Funds" hereinafter described; and

WHEREAS, Title 23 U.S.C. Section 120 establishes the Federal share of funding for Surface Transportation Programs for urbanized areas will not exceed eighty percent (80%) of eligible project costs; and

WHEREAS, the NTTA has offered to participate in the development and construction of the Project by providing funding, preparing or causing to have prepared the preliminary engineering and design plans, acquiring the necessary right-of-way, providing relocation assistance, preparing right-of-way description and value determinations, accomplishing the

adjustment of certain utilities, condemning property, providing certifications, providing environmental mitigation, letting and supervising the construction and inspection of the Project, and providing other necessary items as required by the State and described in this Agreement; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes local governmental entities to contract with one another, and with a state agency, to perform governmental functions and services under the terms thereof, and the parties have determined that mutual benefits and advantages can be obtained by finalizing their agreement as to the Project; and

WHEREAS, on the 6th day of October, 1997, the NTTA's Board of Directors passed Resolution No. 45, attached hereto as "Exhibit A" and made a part hereof for all purposes, authorizing the NTTA's participation in the development of the Project; and

WHEREAS, the City has offered to participate in the development and construction of the Project by providing funding, and providing other necessary items as required by the State and the NTTA; and

WHEREAS, on the 10th day of April, 1991, the Dallas City Council passed Resolution No. 91-1200, attached hereto as "Exhibit B" and made a part hereof for all purposes, authorizing the City's participation in the development of the Project; and

WHEREAS, the County has offered to participate in the development and construction of the Oak Lawn Avenue portion of the Project by providing funding and the use of existing road or street right-of-way as required by the State and the NTTA; and

WHEREAS, on the 6th day of August, 2002, the Dallas County Commissioners Court passed in open court Order No. 2002-1415 attached hereto as "Exhibit C" and made a part hereof for all purposes, authorizing the County's participation in the development of the Project; and

WHEREAS, the State will secure the Federal cost share, review the engineering and right-of-way related items, and provide other items as required; and

WHEREAS, on the 29th day of July, 1993, the Texas Transportation Commission passed Minute Order 102542, attached hereto as "Exhibit D" and made a part hereof for all purposes, authorizing the Project through the State Transportation Improvement Program (TIP).

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. CONTRACT PERIOD

This Agreement becomes effective upon final execution by the State and shall terminate upon completion of the Project or unless terminated or modified as hereinafter provided.

2. SCOPE OF PROJECT

A. The scope of the Project consists of (1) the widening and improving of Oak Lawn Avenue from four to six lanes from IH35E to Maple Avenue, including the necessary modifications to the Oak Lawn bridge and pavement approaches, referred to as the "Oak Lawn Improvements," (2) the addition of a half-diamond interchange connecting the DNT to Oak Lawn, referred to as the "Interchange," and (3) improvements to the DNT between Maple Avenue on the north and Harry Hines Boulevard on the south, including the widening and improving of the DNT within the aforesaid limits, referred to as the "DNT Expansion," all of these improvements being collectively referred to as the "Project," as shown in "Exhibit E" attached hereto and made a part hereof for all purposes.

B. The State, the City, the County, and the NTTA agree the scope of the Project shall be limited to the scope as described in this Agreement.

C. The City will continue to provide maintenance for all city roads within the limits of the Project until the NTTA's award of the construction contract. The NTTA will continue to provide maintenance for the DNT within the limits of the Project.

3. ACQUISITION OF RIGHT-OF-WAY AND RELOCATION ASSISTANCE

The NTTA shall perform all necessary requirements to acquire the desired right-of-way required for the construction of the Project. The NTTA will comply with all requirements of Title II and Title III of the Uniform Relocation Assistance and Real

Property Acquisition Policies Act of 1970, Title 42 U.S.C. Section 4601, *et seq.*, including those provisions relating to incidental expenses incurred by the property owners, and benefits applicable to the relocation of any displaced person as defined in 49 CFR, 24.2(g) (collectively, the "Federal Acquisition Policies"). Documentation to support such compliance must be maintained and must be made available to the State and its representatives for review and inspection. The NTTA shall secure easements over any land in addition to normal right-of-way as may be indicated on the approved right-of-way map. The NTTA will be responsible for any additional right-of-way required for the completion of the Project, provided, however, that the parties acknowledge and agree that all of the anticipated right-of-way needs for the Project are shown on the Proposed Right-of-Way Map attached hereto as "Exhibit F" and made a part hereof for all purposes.

4. **RIGHT-OF-WAY DESCRIPTION**

The NTTA will prepare right-of-way maps, property descriptions and other data as needed to properly describe the right-of-way that the NTTA is to acquire and provide for the Project. Tracings of the right-of-way maps shall be retained by the NTTA for its permanent records, and copies of said maps and property descriptions, shall be provided to the County, the City and the State for their records.

5. **UTILITY ADJUSTMENTS / RELOCATIONS**

If the required right-of-way encroaches upon existing utilities and the Project requires the adjustment, removal or relocation of such utility facilities, the NTTA is responsible for determining the scope of utility work and for notifying the appropriate utility company to schedule adjustments in accordance with 43 Texas Administrative Code, Sec 21.31-21.53, if applicable. Unless otherwise provided by the owners of the utility facilities, the City shall be responsible for the utility work (including design and construction costs incurred by the City and/or, if the NTTA performs any portion of said work, by the NTTA which the City shall reimburse promptly) prior to and during construction that may be required in those areas that are in the City's existing or proposed right-of-way, in accordance with applicable state law, regulations, policies and procedures. In addition, unless otherwise provided by the owners of the utility facilities, the NTTA shall be responsible for the utility work (but not for betterment or enhancement costs) prior to and

during construction that may be required in those areas that are in the NTTA's existing or proposed right-of-way, in accordance with applicable state law, regulations, policies and procedures. In the event additional utilities are required to be adjusted, removed or relocated during the construction of the Project, the City or the NTTA, in accordance with the allocation described above, will be responsible for accomplishing the additional utility work, unless this work is provided by the owners of the utility facilities.

6. **CONDEMNATION**

Condemnation proceedings will be initiated at a time selected by the NTTA and will be the NTTA's responsibility at its sole expense as hereinafter indicated and limited. Prior to the filing for condemnation of property the title to which will be placed with the City, the NTTA shall obtain authorization of the condemnation proceedings from the Dallas City Council. Upon receiving a request from the NTTA for said authorization, the City's staff will promptly prepare the necessary resolution and briefing materials for consideration by the Dallas City Council and shall diligently pursue obtaining the authorization described above. The NTTA will concurrently file condemnation proceedings and a notice of lis pendens for each case, and in each case so filed the judgment of the court will decree title to the property condemned to the City, save and except any parcels or portions of parcels acquired by the NTTA for the construction of the Interchange or the DNT Expansion, which shall be held in the name of the NTTA. The City shall participate in said condemnation proceedings, whether as a named party or otherwise, to the extent necessary to permit title to be placed in the City's name.

7. **CERTIFICATION**

The NTTA shall provide to the State, sixty (60) days prior to the construction contract let date, certification that all right-of-way has been acquired, all identified environmental problems have been remediated, and either all conflicting utilities have been adjusted to clear the proposed construction or provision for said adjustment has been made in the P.S.& E. (as hereinafter defined).

8. ENVIRONMENTAL MITIGATION

- A. The NTTA will be responsible for the mitigation and remediation of any environmental problems associated with the development and construction of the Project to the extent necessary to satisfy any legal standards applicable to the Project. These may involve, but not be limited to, studies related to the following:
1. public involvement,
 2. Environmental Impact Studies,
 3. Environmental Assessments,
 4. applicable environmental documents discussing social, economic and environmental impacts of the proposed project,
 5. noise analysis,
 6. air quality analysis,
 7. 4(f) lands such as public parks, recreational areas, wildlife/waterfowl refuges,
 8. historical and archeological sites as regulated by the State Historical Preservation Office and Texas Antiquities Commission,
 9. wetlands, Jurisdictional Waters, and vegetation as regulated by Texas Parks and Wildlife (TPW),
 10. prime and unique farmlands as regulated by Soil Conservation Service,
 11. threatened or endangered species as regulated by TPW and U.S. Fish and Wildlife,
 12. erosion control and applicable National Pollution Discharge Elimination System (NPDES), and
 13. applicable permits from U.S. Corps of Engineers.
- B. In addition, the NTTA will be responsible, to the extent needed to meet any applicable legal standards, for the assessment, remediation and/or disposal of regulated materials encountered prior to and during construction, which may include but not be limited to the following:
1. asbestos containing materials as regulated in 40 Code of Federal Regulations (CFR) 763,
 1. polychlorinated biphenols as regulated by 40 CFR 761,
 2. petroleum (*i.e.*, gasoline and diesel) contaminated soils as regulated by 31 Texas Administrative Code 334,
 3. Hazardous Waste as defined in 40 CFR 261,

4. Class I and II waste as regulated by Texas National Resource Conservation Commission,
5. infectious or blood borne pathogen waste,
6. radioactive waste, and
7. all Comprehensive Environmental Response and Comprehensive Liability Acts as identified in 40 CFR 300-399.

As specifically set forth in Article 7, the NTTA will not let the construction contract until all known environmental problems have been remediated by the NTTA so as to meet applicable legal standards.

9. **ENGINEERING RESPONSIBILITIES**

- A. The NTTA will prepare or cause to have prepared the Project's preliminary engineering necessary for the development of the plans, specifications and estimate (the "P.S.& E."). Development of the preliminary engineering shall include a schematic approved by the Federal Highway Administration, an environmental assessment and assistance to the State in public involvement, as required. To facilitate the NTTA's performance of its obligations under this Article 9, the State shall provide the NTTA with all planning documents and preliminary designs it previously prepared for the Project.
- B. The P.S.& E. shall be developed by the NTTA or its consultant, at the NTTA's sole cost, in accordance with the latest edition and revisions of the State's Standards, which for non-State Highway/non-Principal Arterial Street System (PASS) projects will be minimum American Association of State Highway and Transportation Officials' (AASHTO) Standards established in AASHTO's A Policy On Geometric Design of Highways and Streets, AASHTO's Guide for Design of Pavement Structures, the State's Standard Specifications for Construction of Highways, Streets and Bridges, and The Texas Manual on Uniform Traffic Control Devices (TMUTCD). For all items not discussed in the above documents, the American Association of State Highway and Transportation Official's A Policy On Geometric Design of Highways and Streets shall be referenced as guidance. The NTTA shall submit the completed P.S.& E. to the State and the City for review and approval, and the State and the City shall

provide their comments thereto within thirty (30) days of their receipt of the P.S.& E. The NTTA will not let a construction contract until the State and the City have approved the P.S.& E.

10. CONSTRUCTION RESPONSIBILITIES

- A. After the State's issuance of a letter of authority, the NTTA shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with existing procedures and applicable laws. The NTTA shall use its established bidding and procurement procedures and shall have State concurrence prior to awarding the contract, said approval or disapproval of the proposed contract to be provided in the State's reasonable judgment within ten (10) days following its receipt thereof. Any change orders, supplemental agreements or additional work orders regarding the Oak Lawn Improvements and/or the Interchange which may become necessary subsequent to the award of the construction contract shall be subject to the prior approval of the State in accordance with this Section A. The State shall provide its comments to any proposed change orders, supplemental agreements or additional work orders which increase the cost of the Project less than \$300,000.00 within ten (10) working days of its receipt thereof; the State shall not unreasonably withhold its consent to any changed, supplemental or additional work provided the P.S.& E. continue to comply with the State's Standards enumerated in Section B. of Article 9. above, and the State shall fully cooperate with the NTTA to expedite any review of proposed change orders, supplemental agreements, or additional work orders which increase the cost of the Project \$300,000.00 or more. The State shall require that any construction contract obligate the contractor to (1) list the State as "additional insured" with respect to any insurance for which the contractor must obtain an "additional insured" rider or amendment and (2) cause any such insurance policies to be properly endorsed to provide for a waiver of the insurance company's right of subrogation against any insured or additional insured thereunder. Prior to the NTTA performing any work on this Project, the NTTA shall furnish to the State a completed Certificate

of Insurance (Form 1560, latest version) evidencing NTTA's compliance with the preceding sentence.

- B. The State will make suitable inspection of materials and equipment, and the work of installation sufficient to determine and permit certification that the Oak Lawn Improvements, the Interchange and their components meet the applicable requirements of the P.S.& E. The State will promptly notify the NTTA of any failure of materials, equipment, or installation methods, and the NTTA shall take such measures as reasonably necessary to obtain acceptable materials, equipment and installation methods without delay. The State will accomplish these inspection responsibilities by making periodic reviews. Further, the State's approval or disapproval of materials, equipment, installation methods or record keeping shall be in accordance with the standards, procedures, policies and requirements utilized by the State on its own highway improvement projects, and the NTTA may utilize all methods and remedies available to the State under similar circumstances and applicable to any such approval or disapproval of materials, equipment, installation methods or record keeping. The State and the NTTA will use best efforts to fully address any conditions or events that may arise during inspection of the Project. The City and County will be allowed to observe the construction work upon reasonable prior notice to the NTTA, provided the observation does not interfere with the work being performed by the NTTA's contractor. Consistent with the NTTA's responsibility to supervise and inspect all construction work for the Project and to lessen the possibility of conflicting directives and resulting delays, the State, the City and the County shall communicate all comments regarding the construction to the NTTA only, and shall not redirect or manage construction workers or site activities, except the State may do so in response to a bona fide emergency, as determined in the State's reasonable judgment. The foregoing sentence shall not apply to all work regarding water, sewer and other Dallas Water Utilities facilities for which the City shall be responsible for said supervision, inspection and management.

- C. Upon completion of the Project, the NTTA will issue to the State, City, and County, a "Notification of Completion," acknowledging that the Project has been completed.

11. MAINTENANCE RESPONSIBILITIES

Upon completion of the Project, the City will assume responsibility for maintenance of Oak Lawn Avenue within the limits of the Project, together with all traffic signalization systems within said limits or related thereto. Upon completion of the Project, the NTTA will assume responsibility for the maintenance of (1) the Interchange, said responsibility to extend the length of the Interchange up to its intersection with the right-of-way line of Oak Lawn Avenue, and (2) all portions of the DNT included in the Project. In no event shall the NTTA be responsible for the maintenance of city roads or any other structures situated on City or County property subsequent to completion of the Project.

12. FUNDING RESPONSIBILITIES

- A. The items subject to Federal reimbursement for this Project are construction costs, construction engineering and testing services, and State review. The estimated costs of the Project (Oak Lawn Improvements, Interchange, and DNT Expansion) are depicted in the following table:

Estimated Construction Cost	\$12,058,000
Additional Landscaping/Amenities	\$100,000
Construction Engineering and Testing Services (10%)	\$1,205,800
State Review (1%)	\$120,580
Total Estimated Construction Cost	\$13,484,380

- B. The allocation of funding responsibilities based upon the estimated construction costs are depicted on the following table:

Federal STP-MM / CMAQ Funds	\$9,791,537
State Funds	\$100,000
NTTA Funds	\$1,458,843
Dallas County Funds	\$2,134,000
Total Estimated Construction Cost	\$13,484,380

- C. STATE. The State will be responsible for securing the Federal share of funding required for the development and construction of the Project, in an amount not to exceed the lesser of (1) \$9,791,537 or (2) eighty percent (80%) of the total cost to complete the Project. The State will contribute \$100,000 to be applied to the additional cost of amenities/landscaping for the Project, said \$100,000 being comprised of \$50,000 previously paid by the City to the State to evaluate the Project, plus a matching \$50,000 from the State.
- D. NTTA. The estimated NTTA share toward the construction of the Project is \$1,458,843. The NTTA's funding contribution toward the Project is from the NTTA Capital Improvement Fund. The NTTA's share does not include or limit its payment of costs incurred by the NTTA in satisfying its engineering, right-of-way, utility relocation and environmental mitigation obligations under this Agreement. Funding for preparing the P.S.& E., preliminary engineering, and right-of-way related items, including, but not limited to, the process of acquisition and securing of fee interests and easements, acquisition, relocation, right-of-way description and value determination, the specified utility adjustments, condemnation, certifications and environmental mitigation items in accordance with this Agreement, will be the sole responsibility of the NTTA.
- E. COUNTY. The State, the NTTA, and the City agree the County's funding contribution to the Oak Lawn Improvements and the Interchange is \$2,134,000 from the County 1991 Transportation Bond Program. The State, the NTTA, and the City agree that notwithstanding any other provision of this Agreement, any supplemental agreement, amendment or change hereto, the cumulative total of all costs, expenses, and/or any other obligation(s) incurred by the County for the Project pursuant to this Agreement shall not exceed \$2,134,000, and the Project's use of County-owned right-of-way as provided in Article 13 (RIGHT-OF-WAY AND OTHER RESPONSIBILITIES). All parties further agree that all of such sum shall be expended only for Project costs pertaining to non-tolled (non-DNT Expansion) features of the Project. No portion of the County funding shall be used for the DNT Expansion.

- F. The NTTA, the County, and the City will be responsible for any non-federal participation costs associated with the Project, subject to the limits set forth in this Agreement (including, without limitation, the \$2,134,000 maximum limit on the County's obligations and the limits on the City's obligations). If funds become unavailable, the termination provisions of Articles 15 and 17 of this Agreement shall apply.
- G. Upon execution of this Agreement, the NTTA will submit a check or warrant made payable to the "Texas Department of Transportation" in the amount of \$24,116. These funds will be utilized by the State to review the engineering documentation and cover other incidental costs. The remainder of the State review costs will be funded under Section I. of this Article 12.
- H. Funding for preparing the P.S.& E., preliminary engineering, right-of-way related items, including, but not limited to, the process of acquisition and securing of fee interests and easements, acquisition, relocation, right-of-way description and value determination, utility adjustments, condemnation, certifications and environmental mitigation items, will be the sole responsibility of the NTTA.
- I. One hundred twenty (120) days prior to the date set by the NTTA for receipt of the construction bids, the NTTA will notify the State and the County to make available funding required for the construction of the Project. Within ninety (90) days thereafter, the County shall remit a check or warrant payable to the "North Texas Tollway Authority" in the amount of \$2,134,000. The NTTA contemporaneously shall remit a check or warrant payable to the "Texas Department of Transportation" in the amount of \$96,464 for the remainder of the State review costs (\$120,580 less \$24,116 previously paid for State review under Section G. of this Article 12.).
- J. The State shall directly reimburse to the NTTA costs that have been incurred and are applicable to the State cost sharing arrangement established herein. The payments to the NTTA for services rendered will be made monthly based on eighty percent (80%) of the total Project costs, provided that in no event shall the \$100,000 of "State Funds," as indicated in Section B. of this Article 12, be used to

reimburse the NTTA for Project costs other than those costs pertaining to non-tolled features of the Project (which are agreed to be composed of all costs of the Oak Lawn Improvements [estimated as \$8.721 million] and all costs of the Interchange [estimated as \$1.728 million]), on an itemized and certified statement reasonably acceptable to the State. All costs of the DNT Expansion (estimated as \$1.609 million) pertain to tolled features of the Project and shall not be reimbursed to the NTTA with the aforementioned \$100,000 of State Funds. The foregoing restriction shall not apply to the \$9,791,537 of "Federal STP-MM / CMAQ Funds" as indicated in Section B. of this Article 12.

- K. The itemized and certified statements shall show the total amount reimbursed to the date of submission and the amount due and payable as of the date of the current statement.
- L. The original Form 132, substantially in the form attached hereto as "Exhibit G," or an invoice that is acceptable to the State, should be submitted directly to the District office, attention: District Engineer, to expedite processing. Upon receipt and approval of each statement, the Department shall pay the amount which is due and payable within thirty (30) days. The Department will approve or notify the NTTA of its basis for disapproval in accordance with V.T.C.A., Government Code § 2251 *et seq.*
- M. The State may conduct a final audit upon completion of the work authorized. If the result of that audit differs from the reimbursement amount previously paid by the NTTA, the NTTA or the State, as applicable, shall make the appropriate adjusting payment.

13. **RIGHT-OF-WAY AND OTHER RESPONSIBILITIES**

Without releasing the NTTA from its obligation to fund right-of-way costs for the Project pursuant to Section D. of Article 12, the County hereby irrevocably consents, at no cost to the NTTA, the State or the City, to the use of County road or street right-of-way or other property existing within the Project's limits for the construction of the non-tolled (non-DNT Expansion) portion of the Project. This consent includes the approximately 14.00 foot by approximately 511.22 foot strip of land retained by the County for Oak

Lawn Avenue future right-of-way (the "County Land"). Such consent does not warrant title to any land nor does the County give any warranty, statutory or otherwise, regarding such land. The County Land will be considered as existing right-of-way for road purposes and all provisions contained in this Agreement shall apply to the County Land without further cost or contribution from the County in excess of its \$2,134,000.00 contribution. All damage to, relocations and/or adjustments of public or private facilities and structures and hazardous or regulated material remediation, if any, located under, in or on the County Land shall be a Project cost and, upon completion of the Project, the City agrees that such area will be maintained at its sole cost and expense as a part of the Oak Lawn Avenue right-of-way. Insofar as the State's contribution (as described in Article 12 hereof – \$9,791,437 in Federal STP-MM / CMAQ funds and \$100,000.00 in State funds) can be applied only to reimburse construction costs, construction engineering and testing services and State review, no portion of said contribution shall be applied against the costs described in the preceding sentence. The City agrees, at no cost to the NTTA, (1) to provide a temporary construction easement to the NTTA and its contractors and consultants in and to all City property required for the NTTA's construction of the Project, including all property condemned or otherwise acquired in the name of the City pursuant to Article 6 hereof, for only so long as is necessary for the NTTA and its contractors to complete the construction; and (2) to abandon and dedicate to the NTTA, at no cost, all City property and property interests required for the construction and operation of the Project. As provided above, the County shall contribute, at no additional cost to the NTTA, all County right-of-way within the Project area, including an approximately 14-foot-wide strip of right-of-way on the north side of Oak Lawn Avenue. At the time of the execution of this Agreement and except as provided in the preceding sentence, the parties believe there is no County-owned property in the Project area. If other County-owned property is identified in the Project area, or if the Project area changes to include other County-owned property, then the parties will comply with all applicable state statutes if the County-owned property is required for the Project.

14. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents prepared by the NTTA shall remain the property of the NTTA, all documents prepared by the City shall remain

the property of the City, all documents prepared by the County shall remain the property of the County, and all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to any party hereto without restriction or limitation on their further use.

15. TERMINATION

A. This Agreement may be terminated by any of the following conditions:

1. By mutual written agreement and consent of all the parties; or
2. By any party hereto, upon the failure of any of the other parties to fulfill the obligations as set forth in this Agreement, but only after the defaulting party and the other parties have received both written notice of said failure and the applicable period of time to address and remedy same, as described in Section B. of this Article 15 and in Article 17 below; or
3. By the NTTA if it determines that remediation costs are too high to justify continuing with the Project, in which case within 120 days after such termination the NTTA shall return to the State, the City and the County any funds or right-of-way previously provided pursuant to this Agreement, whereupon all parties shall be released and discharged from all obligations under this Agreement or with respect to the Project, and, without limiting the foregoing, the NTTA shall hold harmless the State, the City and the County from any contractors' claims resulting from early termination; or
4. Upon completion of the terms of this Agreement.

If this Agreement is terminated in accordance with the above provisions, the NTTA will be responsible for the payment of the reasonable review costs incurred by the State on behalf of the NTTA up to the time of termination, unless such termination results from the State's default hereunder. Further, if the Project is cancelled and/or this Agreement is terminated due to the default of the other parties to this Agreement, the NTTA agrees to return to the County the full payment of \$2,134,000.00 not more than thirty (30) days after requested by the County, unless and except to the extent that (a) the construction contract for the

Project has been awarded and executed and (b) other non-defaulting parties are unable to recover all of their contributions to the Project, in which case the County shall receive not less than the same percentage of its \$2,134,000.00 contribution as the other non-defaulting parties recover or retain of their anticipated monetary contributions (*i.e.*, excluding in-kind contributions) to the non-tolled (non-DNT Expansion) features of the Project.

- B. Save and except for the provisions of Subsection A.4. of Article 15 above, the termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State, the City, the County and the NTTA under this Agreement. If the potential termination of this Agreement is due to the failure of the City, the County or the NTTA to fulfill its contractual obligations as set forth herein, the State will notify the parties that a possible breach of contract has occurred. The parties should make every effort to remedy the breach within ten (10) days if the breach can be remedied by the payment of money and, otherwise, within thirty (30) days or such longer period of time as is reasonably required if the breach is not susceptible of being cured within said 30-day period and the defaulting party has promptly commenced, and is diligently pursuing, said cure.

16. INDEMNIFICATION

Each party to this Agreement acknowledges it is not an agent, servant, or employee of any other party to this Agreement, and that each is responsible for its own acts, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of work covered under this Agreement.

17. REMEDIES

Violation or breach of the terms of this Agreement by the State, County, City or NTTA shall be grounds for termination of this Agreement. This Agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by any party and shall be cumulative. Notwithstanding the foregoing, or anything else to the contrary in Article 15 above or elsewhere in this Agreement, a nondefaulting party may, at its sole option, elect to cure any existing default and thereby prevent the termination of this Agreement, whereupon

the nondefaulting party curing the default may pursue any legal remedies against the defaulting party available under this Agreement, by subrogation or otherwise at law.

18. HUB POLICY; DBE/MBE GUIDELINES

The NTTA shall comply with the applicable DBE/MBE guidelines and regulations described in Article 19 below.

19. COMPLIANCE WITH APPLICABLE LAWS

The parties shall comply with all Federal, state, and local laws, statutes, ordinances, rules and regulations applicable to them with respect to this Agreement. It is the NTTA's obligation to monitor the construction contractor(s) retained for the Project to ensure that, to the extent otherwise required by law, (a) labor compliance standards are met in accordance with the provisions of the "Davis-Bacon and Related Acts" established in 29 CFR Parts 1, 3 and 5, and (b) wages of the contractors' employees are not less than those contained in the wage determination established by the U.S. Department of Labor. Additionally, the NTTA shall be obligated to monitor said construction contractors to ensure, to the extent otherwise required by law, compliance with the anti-kickback regulations established in 29 CFR Part 3. The NTTA shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60). The NTTA shall make available to the governmental agencies responsible for enforcement of the above-referenced laws, orders and regulations, all documentation and records necessary to review and audit the various requirements established under this Article 19. To the extent otherwise required by law, the NTTA's construction contracts shall include the provisions required by Form "FHWA-1273," Required Contract Provisions, together with the applicable provisions of the Clean Air Act and Clean Water Act codified in Title 42 U.S.C. Section 7401, *et seq.*, and Title 33 U.S.C. Section 1251, *et seq.*, respectively, including but not limited to the certification of the National Pollution Discharge Elimination System permits established under Section 402 of the Clean Water Act. Compliance with these provisions shall be the responsibility of the NTTA for all contracts let by the NTTA subsequent to the effective date of this Agreement. In addition, the NTTA shall, to the

extent required by law, be responsible for compliance with the Uniform Relocation Assistance and Land Acquisition Policies Act of 1970. This Article 19 shall operate and be construed solely as acknowledging and obligating the NTTA to comply with the referenced Federal laws only to the extent that, and only for so long as, such compliance is otherwise required; if due to a change in the law or for any other reason any of the foregoing requirements are found to be inapplicable to the NTTA and/or in connection with the Project, this Agreement shall be deemed modified automatically to delete said requirement(s).

20. MAINTENANCE OF RECORDS

All records and documents prepared by the NTTA under this Agreement must be made available to authorized representatives of the State, the City and the FHWA during normal work hours. All records and documents prepared under this Agreement must be maintained by the NTTA for four (4) years after final payment of construction costs incurred in connection with the Project. Notwithstanding the foregoing, the NTTA shall comply with all Federal laws pertaining to the retention of records and the provision of access thereto.

21. FEDERAL DEBARMENT REQUIREMENTS

Pursuant to the provisions of 49 CFR Part 29, the NTTA shall complete the "Debarment Certification," attached hereto as "Exhibit H" and made a part hereof for all purposes. All subcontractors to the NTTA must complete the "Lower Tier Participation Debarment Certification," a sample copy being attached hereto as "Exhibit I" and made a part hereof for all purposes.

22. DISPUTES WITH CONTRACTORS

The NTTA shall be responsible for the settlement of all contractual disputes with its contractors, engineers and other providers arising out of the design or construction of the Project.

23. NO WAIVER OF SOVEREIGN IMMUNITY

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by either the State, County, City or NTTA of any immunities from suit or from liability that the parties may have by operation of law.

24. VENUE

This Agreement shall be construed and governed in accordance with laws of the State of Texas and the parties to this Agreement hereby agree that venue for any and all causes of action between the parties and arising under this Agreement shall be State District Court in Travis County, Texas. However, if there is legal action between two or more parties and the State is not a party to such legal action, venue shall be in Dallas County, Texas.

25. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by all parties, *i.e.*, the City, the County, the NTTA and the State.

26. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. NOTICES

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

State: Texas Department of Transportation
Attention: Director of Transportation
Planning and Development
P.O. Box 133067
Dallas, TX 75313-3067

County: The County of Dallas, Texas
Attention: Dallas County Judge
411 Elm Street, Second Floor
Dallas, TX 75202

NTTA: North Texas Tollway Authority
Attention: Executive Director
5900 W. Plano Parkway, Suite 100
P. O. Box 260729
Plano, TX 75026

City: The City of Dallas, Texas
Attention: Director of Public Works and Transportation
City of Dallas
320 E. Jefferson Blvd. Room 101
Dallas, TX 75203

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Any party hereto may change the above address by sending written notice of such change to the others in the manner provided herein.

28. SOLE AGREEMENT

This Agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

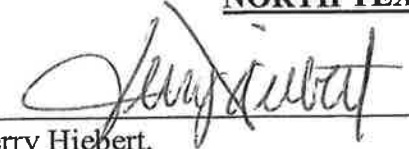
29. AUTHORIZATION

Each party to this Agreement represents to the others that it is fully authorized to enter into this Agreement and to perform its obligations hereunder.

[End of Page]

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in multiple counterparts.

NORTH TEXAS TOLLWAY AUTHORITY

By: 
Jerry Hiebert,
Executive Director


8/27/02
Date

THE CITY OF DALLAS, TEXAS


Approved as to form:
Madeleine B. Johnson,
City Attorney

Teodoro J. Benavides,
City Manager

By: 
Assistant City Attorney
Submitted to City Attorney

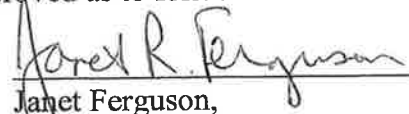

By: 
Assistant City Manager
8/20/02
Date

THE COUNTY OF DALLAS, TEXAS

By: 
Lee F. Jackson,
County Judge

8/6/02
Date

Approved as to form:

By: 
Janet Ferguson,
Deputy Chief, Civil Division
Dallas County Criminal District Attorney's Office

THE STATE OF TEXAS

Executed for the Executive Director and approved by the Texas Transportation Commission, for the purpose and effect of activating and carrying out the orders, established policies or work programs heretofore approved by the Texas Transportation Commission.

By: _____

Jennifer D. Soldano,
Director, Contract Services Office

Date

9/5/02

EXHIBIT A
to
AGREEMENT
SURFACE TRANSPORTATION PROGRAM -
METROPOLITAN MOBILITY REHABILITATION

NTTA RESOLUTION No. 45

[attached]

NORTH TEXAS TOLLWAY AUTHORITY
BOARD OF DIRECTORS MEETING
OCTOBER 6, 1997

RESOLUTION NO. 45

WHEREAS, the 75th Legislature of the State of Texas enacted Senate Bill 370 ("SB 370"), to be effective September 1, 1997, (i) abolishing the Texas Turnpike Authority, an agency of the State of Texas (the "TTA"), (ii) establishing a Division of the Texas Department of Transportation, known as the Texas Turnpike Authority, and (iii) establishing the North Texas Tollway Authority (the "NTTA"), a regional turnpike authority, which legislation further authorizes the NTTA to finance, construct and operate turnpike projects within Collin, Dallas, Denton and Tarrant Counties; and

WHEREAS, the Strategic Plan of the TTA provided for the construction of a half-diamond interchange between the Dallas North Tollway (the "DNT") and Oak Lawn Avenue; and

WHEREAS, the DNT Series 1982 and 1989 Bonds provided \$2.6 million in capital funds with which to construct said half-diamond interchange; and

WHEREAS, the City of Dallas (the "City"), the Texas Department of Transportation ("TxDOT"), and Dallas County (the "County") have agreed to participate in the design, right-of-way acquisition, and construction of improvements and expansions to Oak Lawn Avenue necessitated by said half-diamond interchange, and have further agreed to authorize the NTTA to manage the design and construction of both the DNT and the Oak Lawn Avenue improvements and expansions which will require an additional \$4.963 million of DNT Construction Fund capital in excess of the amount previously allocated by the TTA Board of Directors under Resolution No. 1695;

NOW THEREFORE BE IT RESOLVED, that the NTTA Board of Directors approves the investment of \$4.963 million of DNT Construction Fund capital, in addition to the \$2.6 million in capital funds previously authorized in the DNT and Oak Lawn Avenue improvements and expansions, and the staff of the NTTA is hereby authorized to negotiate and define the terms of an interlocal agreement among TxDOT, NTTA, the City, and the County prescribing the terms and conditions under which each would participate in the financing, design, and construction of the Oak Lawn Avenue and DNT expansions and improvements; and

BE IT FURTHER RESOLVED, that the Executive Director of the NTTA be, and he is hereby, authorized to execute on behalf of the NTTA said interlocal agreement among TxDOT, the City, and the County providing for the Oak Lawn Avenue/ DNT expansions and improvements.

EXHIBIT B
to
AGREEMENT
SURFACE TRANSPORTATION PROGRAM -
METROPOLITAN MOBILITY REHABILITATION

CITY OF DALLAS RESOLUTION

[attached]

COUNCIL CHAMBER

WHEREAS, Oak Lawn Avenue from I.H. 35E to Maple Avenue is eligible for selection into the 1988-92 Urban System/Principal Arterial Street System (Major Urban Areas) program; and,

WHEREAS, the State Department of Highways and Public Transportation and the City of Dallas desire to enter into an agreement to improve Oak Lawn Avenue from I.H. 35E to Maple Avenue; and,

WHEREAS, the City of Dallas agrees to fund 25 percent of engineering costs, 25 percent of construction costs, 100 percent of right-of-way costs, and 100 percent of utility adjustment costs; and,

WHEREAS, the State Department of Highways and Public Transportation agrees to provide the engineering design, administer the construction, and provide construction management; and,

WHEREAS, upon execution of the agreement, the City of Dallas will remit a check or warrant made payable to the State Department of Highways and Public Transportation, an amount equal to \$50,000.00 which amount is estimated to be 25 percent of the cost to be incurred by the State for the development of the engineering design; and,

WHEREAS, the City of Dallas agrees to fund its share of the remaining costs (construction, right-of-way, and utility adjustments) at a later date when funding becomes available; and,

WHEREAS, the State Department of Highways and Public Transportation will notify the City of Dallas when additional funding is required and will cease with further development of the project, should funding not be available, until such date that necessary funding is available.

Now Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That the City Manager be authorized to execute the agreement to contribute funds after it has been approved by the City Attorney.

COUNCIL CHAMBER

Section 2. That the City Controller be and is hereby authorized to draw a warrant payable to the State Department of Highways and Public Transportation in the amount of \$50,000.00 to be paid for out of

Street System Improvement Fund
Fund 522, Agency PBW, Org. 8183, Act. PBW3
Obj. 4510, Job PB000725, PD PBW000725LI \$50,000.00
Vendor #020318

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas and it is accordingly so resolved.

DISTRIBUTION: Budget & Research
City Controller
City Attorney
Public Works

APPROVED BY
CITY COUNCIL

APR 10 1991


City Secretary

APPROVED 

Head of Department

APPROVED 

Director of Finance

APPROVED

City Manager

EXHIBIT C
to
AGREEMENT
SURFACE TRANSPORTATION PROGRAM -
METROPOLITAN MOBILITY REHABILITATION

DALLAS COMMISSIONERS COURT ORDER

[to be attached]

COURT ORDER

ORDER NO: 2002 1415

DATE: AUG - 6 2002

STATE OF TEXAS §
COUNTY OF DALLAS §

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Dallas County, Texas, held on the 6th day of August, 2002, on motion made by Mike Cantrell, Commissioner of District No. 2, and seconded by Jim Jackson, Commissioner of District No. 1, the following order was adopted:

WHEREAS, this was briefed to the Commissioners Court on July 30, 2002; and

WHEREAS, the 1991 Dallas County Transportation Bond Program included \$2,175,000 funding to participate with the Texas Department of Transportation (TxDOT) in 100 percent of ROW and Utility Adjustment plus 25 percent of the Engineering and Construction Cost, on the Oak Lawn project, under the old Federal Aid Urban System Program (FAUS); and

WHEREAS, the FAUS Program has been discontinued and this project is now being administered as a Surface Transportation Program – Metropolitan Mobility (STP-MM) Project; and

WHEREAS, pursuant to the execution of this Agreement, the North Texas Tollway Authority (NTTA) will assume the lead role of this Oak Lawn Project, being responsible for all elements of design, environmental, ROW acquisition, adjustment of utilities, relocations, plan development, bidding, construction supervision and inspection; and

WHEREAS, the Local Agencies (City of Dallas and Dallas County) are responsible for providing access to existing ROW and funding in the not to exceed amounts specified in this Agreement; and

WHEREAS, the State is responsible for securing the Federal cost share of the project and ROW related items; and

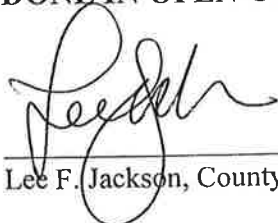
WHEREAS, under the provisions of this Agreement the County's cumulative total of all costs, expenses, and/or other obligations for the Project shall not exceed \$2,134,000.00; and

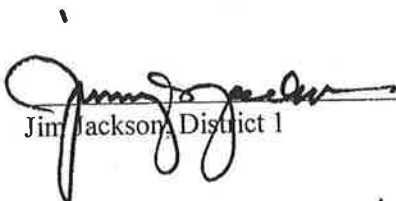
WHEREAS, thirty (30) days prior to date set by NTTA for receipt of the construction bids, Dallas County agrees to remit payment in the not to exceed amount of \$2,134,000.00; and

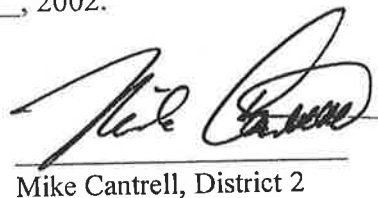
WHEREAS, the Director of Public Works has reviewed this agreement and recommends execution.

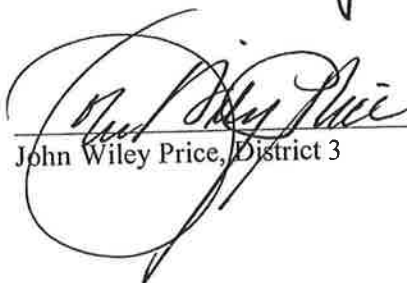
IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED by the Commissioners Court of Dallas County, Texas that the County Judge is hereby authorized to execute the attached duplicate originals of the Surface Transportation Program – Metropolitan Mobility Agreement between the North Texas Tollway Authority, Texas Department of Transportation (TxDOT), the City of Dallas and Dallas County for the Oak Lawn Avenue Project with payment, in the amount not to exceed \$2,134,00.00 authorized to be paid from Project 91-580/50202, Fund 0424, Expense 08311, to the NTTA thirty (30) days from the date set for receipt of construction bids.

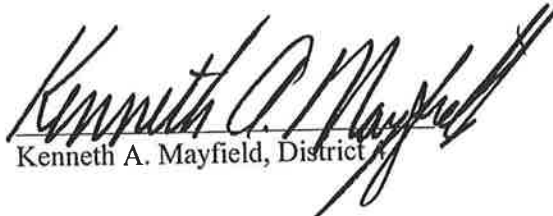
DONE IN OPEN COURT this the 6th day of August, 2002.


Lee F. Jackson, County Judge



Jim Jackson, District 1


Mike Cantrell, District 2


John Wiley Price, District 3


Kenneth A. Mayfield, District 4

RECOMMENDED BY:


For Donald R. Holzwarth, P.E.
Director of Public Works

Selas 2002-01/Oaklawn Agree Court Order

Attachments

EXHIBIT D
to
AGREEMENT
SURFACE TRANSPORTATION PROGRAM -
METROPOLITAN MOBILITY REHABILITATION

TEXAS TRANSPORTATION COMMISSION MINUTE ORDER No. 102542

[attached]

TEXAS TRANSPORTATION COMMISSION

Various County

MINUTE ORDER

Page 1 of 5 Pages

District No. Various

WHEREAS, the Project Development Plan (PDP) of the Texas Department of Transportation is a ten year plan which authorizes project planning and development, and is submitted to the Texas Transportation Commission for approval on an annual basis; and

WHEREAS, the 1993 Transitional PDP was structured and developed with categories to utilize the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); and

WHEREAS, development and construction of many projects in the PDP are subject to the approval/concurrence of the Metropolitan Planning Organizations (MPOs); and

WHEREAS, the MPOs have recently made significant modifications to the list of projects which they propose to include in their Transportation Improvement Programs (TIPs); and

WHEREAS, the letting to contract of projects contained in the PDP is further subject to the availability of projected funds; and

WHEREAS, the structure of the various categories of work, including the description, the restrictions, the method of allocation and policy of the 1993 Transitional PDP was outlined in Minute Order 101106 dated June 24, 1992 and amended in Minute Order 101590 dated October 28, 1992; and

WHEREAS, Minute Order 101588 dated October 28, 1992 approved the structure of the allocation program portion of the 1993 Transitional PDP, and authorized projects in various allocation programs; and

WHEREAS, an update of these previously authorized projects and policies is required to more accurately depict and properly guide planning and development; and

WHEREAS, it is appropriate to address the status of the 1993 Transitional PDP and the approval of the 1994 PDP separately with respect to mobility and allocation categories; and

TEXAS TRANSPORTATION COMMISSION.

Various _____ County

MINUTE ORDER

Page 2 of 5 Pages

District No. Various

WHEREAS, for mobility categories, Minute Order 101106 and subsequent Minute Orders 101586, 101587 and 101589 dated October 28, 1992 approved specific projects for various levels of authorization in the 1993 Transitional PDP in Category 1 - Interstate Construction, Category 3A - National Highway System (NHS) Mobility, Category 3B - NHS Texas Trunk System, Category 3D - NHS Traffic Management, Category 3E - NHS Miscellaneous, Category 12 - Commission Strategic Priority and Category 13 - State Mobility; and

WHEREAS, for mobility categories, Minute Order 101588 approved specific projects for various levels of authorization in the 1993 Transitional PDP in Category 4C - Surface Transportation Program (STP) Metropolitan Mobility/Rehabilitation, Category 4D - STP Urban Mobility/Rehabilitation, Category 4E - STP Rural Mobility/Rehabilitation, Category 5 - Congestion Mitigation and Air Quality Improvement; and

WHEREAS, for allocation categories, Minute Order 101588 approved specific projects in the 1993 Transitional PDP in Category 4A - 1993 Highway Safety Improvement Program, 1993 Federal Railroad Signal Program, and 1993 Railroad School Bus Signal Program, Category 6 - 1993-1995 On State System Bridge Program, and 1993-1995 Off State System Bridge Program, Category 8 - 1992-1994 Farm to Market Road Program, and Category 16 - 1993 Railroad Grade Cross Replanking Program; and

WHEREAS, several of the allocation programs approved in the 1993 Transitional PDP currently have unobligated balances for which projects have now been identified as additions to the previously approved programs; and

WHEREAS, Minute Order 101765 dated December 22, 1992 authorized district allocations for the allocation program portion of the 1994 PDP, and directed that when the projects have been selected for allocation programs (other than "bank balance" programs), the programs be returned to the attention of the Commission for approval of specific projects; and

TEXAS TRANSPORTATION COMMISSION

Various _____ County

MINUTE ORDER

Page 3 of 5 Pages

District No. Various

WHEREAS, projects have now been identified for the allocation programs of the 1994 PDP;

NOW, THEREFORE, IT IS ORDERED that the structure of the various categories of work, including the description, the restrictions, the method of allocation and policy outlined in Minute Orders 101106 and 101590 is hereby cancelled; and

IT IS FURTHER ORDERED for mobility categories that the authorization for the Category 3A - NHS Mobility, Category 3B - NHS Texas Trunk Sytem, Category 3D - NHS Traffic Management, Category 3E - NHS Miscellaneous, Category 12 - Commission Strategic Priority and Category 13 - State Mobility projects listed in Minute Orders 101106, 101586 and 101587 are hereby cancelled; and

IT IS FURTHER ORDERED for mobility categories that the authorization for Category 4C - STP Metropolitan Mobility/Rehabilitation, Category 4D - STP Urban Mobility/Rehabilitation, Category 4E - STP Rural Mobility/Rehabilitation and Category 5 - Congestion Mitigation and Air Quality Improvement projects listed in Minute Orders 101588 are hereby cancelled; and

IT IS FURTHER ORDERED for allocation categories that the projects approved as a part of past allocation programs that have not been selected for other categories of the 1994 PDP shall retain their authority in those programs; and

TEXAS TRANSPORTATION COMMISSION

Various _____ County

MINUTE ORDER

Page 4 of 5 Pages

District No. Various

IT IS FURTHER ORDERED that the 1994 PROJECT DEVELOPMENT PLAN as shown in the following exhibits is hereby approved:

Exhibit A - Structure of the various categories of work, including descriptions, restrictions, methods of allocation and policy.

Exhibit B - Interstate Construction (Category 1).

Exhibit C - National Highway System (Category 3):
NHS Mobility, NHS Texas Trunk System, NHS Traffic Management Systems, and NHS Miscellaneous.

Exhibit D - Surface Transportation Program (Category 4):
1994 Highway Safety Improvement Program, 1994 Federal Railroad Signal Program, 1994 Railroad School Bus Signal Program, 1993-2002 Metropolitan Mobility/Rehabilitation Program, 1993-2002 Urban Mobility/Rehabilitation Program, 1993-2002 Rural Mobility/Rehabilitation, and 1994 Railroad Grade Separations Program.

Exhibit E - Congestion Mitigation and Air Quality (Category 5).

Exhibit F - Bridge Replacement/Rehabilitation (Category 6):
1993-1995 On State System Bridge Program (Additions), 1996 On State System Bridge Program, 1993-1995 Off State System Bridge Program (Additions), and 1996 Off State System Bridge Program.

TEXAS TRANSPORTATION COMMISSION

Various County

MINUTE ORDER

Page 5 of 5 Pages

District No. Various

Exhibit G - Farm to Market Road Program (Category 8):
1992-1994 Farm to Market Road Program (Additions) and 1995 Farm to Market Road Program.

Exhibit H - Commission Strategic Priority (Category 12).

Exhibit I - State Funded Mobility (Category 13).

Exhibit J - Miscellaneous Programs (Category 16):
1994 Railroad Grade Crossing Replanking Program.

IT IS FURTHER ORDERED that the Executive Director is hereby authorized to proceed in the most feasible and economical manner with project development for the projects included in Exhibits B through J to include any necessary agreements, right of way acquisition, utility adjustments, and relocation assistance, subject to the policies of the Texas Department of Transportation and all applicable Federal and State laws governing the acquisition policies for acquiring real property.

IT IS FURTHER ORDERED that the specific allocation programs authorized by Minute Order 101765 for the 1994 Project Development Plan shall remain active and in effect.

IT IS FURTHER ORDERED that the sections of highway shown in Exhibit K are hereby designated as a part of the State Highway System subject to the conditions indicated.

IT IS FURTHER ORDERED that this Minute Order be effective as of September 1, 1993.

Submitted by:

Jerry L. Selby, P.E.
Director of Highway Design

Examined and recommended by:

Frank A. Holmann
Associate Executive Director

Approved

[Signature]
Executive Director

Minute Number

102542

Date Passed

JUL 29 93

[Handwritten mark]

SURFACE TRANSPORTATION PROGRAM
1993-2002 METROPOLITAN MOBILITY/
REHABILITATION PROGRAM
CATEGORY 4C

DISTRICT	TOTAL SUBMITTED
2 FORT WORTH	\$98,408,114
12 HOUSTON	\$348,680,064
14 AUSTIN	\$31,000,000
15 SAN ANTONIO	\$121,654,800
16 CORPUS CHRISTI	\$29,343,600
18 DALLAS	\$217,809,000
21 PHARR	\$14,143,602
24 EL PASO	\$63,114,893
	<hr/> \$924,154,073

1994 PROJECT DEVELOPMENT PL
SURFACE TRANSPORTATION PROGRAM - METRO
CATEGORY 4C

16:34 WEDNESDAY, JULY 7, 1

DISTRICT HQRTS	COUNTY	HWY NO	CONT-SEC-JOB	LENGTH (MILES)	LETTING DATE	LEVEL OF AUTHORITY	ROW COST	CONST COST
18 DALLAS	DALLAS	SH 78	0009-02-903	3.0	NOV95	III	\$18,000,000	\$2,500,000
LIMITS FROM: LOOP 12			TO: IH 635					
EXIST. FACILITY: 6*0		PROP. FACILITY: 8*0	PROJ. DESCR.: WIDEN 6 TO 8 LANES					
18 DALLAS	COLLIN	SH 5	0047-09-019	2.2	APR96	III	\$600,000	\$6,552,000
LIMITS FROM: CHAPARRAL RD, N			TO: FM 2170					
EXIST. FACILITY: 2CR		PROP. FACILITY: 6*0	PROJ. DESCR.: WIDEN TO 6 LANE DIVIDED URBAN SECTION					
18 DALLAS	COLLIN	SH 5	0047-09-020	1.0	APR96	III	\$300,000	\$2,660,000
LIMITS FROM: FM 2170, N			TO: EXCHANGE PARKWAY					
EXIST. FACILITY: 2CR		PROP. FACILITY: 6*0	PROJ. DESCR.: WIDEN TO 6 LANE DIVIDED URBAN SECTION					
18 DALLAS	DALLAS	LP 354	0196-06-017	1.4	NOV99	III	\$0	\$3,900,000
LIMITS FROM: IN DALLAS ON HARRY HINES BOULEVARD			TO: FROM ROYAL LANE TO DALLAS N. CITY LIMIT					
EXIST. FACILITY: 4*0		PROP. FACILITY: 6*0	PROJ. DESCR.: RECONSTRUCT EXISTING 4-LANE ROADWAY TO 6-LANE DIVIDED URBAN					
18 DALLAS	DALLAS	LP 354	0196-06-019	0.0	SEP97	III	\$0	\$4,200,000
LIMITS FROM: WALNUT HILL LANE			TO: ROYAL LANE IN DALLAS					
EXIST. FACILITY:		PROP. FACILITY:	PROJ. DESCR.: WIDEN EXISTING ROADWAY					
18 DALLAS	ELLIS	US 67	0261-01-032	0.8	SEP93	III	\$0	\$872,000
LIMITS FROM: SOUTH CITY LIMIT OF CEDAR HILL			TO: DALLAS COUNTY LINE					
EXIST. FACILITY: 4DR		PROP. FACILITY: 4FR	PROJ. DESCR.: BUILD 4 LANE FREEWAY MAIN LANES					
18 DALLAS	COLLIN	SH 78	0281-02-035	1.4	JAN95	III	\$1,019,300	\$5,320,000
LIMITS FROM: DALLAS C/L			TO: NORTH CITY LIMITS OF SACHSE					
EXIST. FACILITY: 2CR		PROP. FACILITY: 4DR	PROJ. DESCR.: WIDEN TO 4 LANE DIVIDED RURAL					
13 DALLAS	DALLAS	SH 78	0281-03-024	3.2	OCT93	III	\$462,000	\$9,631,000
LIMITS FROM: PROP SH 190			TO: COLLIN CO LINE					
EXIST. FACILITY: 2CR		PROP. FACILITY: 4DR	PROJ. DESCR.: CONST 4 LANE DIVIDED HIGHWAY					
18 DALLAS	DALLAS	SH 78	0281-03-901	0.0	NOV94	III	\$0	\$100,000
LIMITS FROM: PROPOSED SH 190			TO: COLLIN COUNTY LINE					
EXIST. FACILITY:		PROP. FACILITY:	PROJ. DESCR.: SIGNALS					
18 DALLAS	DALLAS	LP 12	0353-05-902	2.7	NOV96	III	\$15,500,000	\$3,900,000
LIMITS FROM: BUCKNER BOULEVARD			TO: SKILLMAN AVENUE					
EXIST. FACILITY: 6*0		PROP. FACILITY: 8*0	PROJ. DESCR.: WIDEN 6 LANE DIVIDED URBAN TO 8 LANE DIVIDED URBAN					
18 DALLAS	DALLAS	LP 12	0581-02-083	0.1	JUL94	III	\$0	\$1,046,000
LIMITS FROM: AT SHADY GROVE IN IRVING			TO:					
EXIST. FACILITY:		PROP. FACILITY:	PROJ. DESCR.: RECONSTRUCT EXISTING BRIDGE TO 6-LANES					
18 DALLAS	COLLIN	CS	0918-24-910	1.1	JUL94	III	\$0	\$181,000
LIMITS FROM: IN ALLEN ON EXCHANGE PKWY FROM US 75			TO: SH 5					
EXIST. FACILITY:		PROP. FACILITY: 6*0	PROJ. DESCR.: PRELIMINARY ENGINEERING					
18 DALLAS	COLLIN	CS	0918-24-911	0.4	NOV93	III	\$0	\$60,000
LIMITS FROM: ON KELLER SPRINGS, NORTH INTERSECTION			TO: MARSH LANE SOUTH TO MIDWAY ROAD					
EXIST. FACILITY:		PROP. FACILITY: 4*0	PROJ. DESCR.: PRELIMINARY ENGINEERING					
18 DALLAS	COLLIN	CS	0918-24-912	2.0	APR93	III	\$0	\$96,000
LIMITS FROM: ON PLANO PARKWAY, ALMA			TO: PRESTON ROAD					
EXIST. FACILITY: 4*0		PROP. FACILITY: 6*0	PROJ. DESCR.: PRELIMINARY ENGINEERING					
18 DALLAS	COLLIN	CS	0918-24-913	0.0	NOV93	III	\$0	\$1,140,000
LIMITS FROM: ON KELLER SPRINGS, NORTH INTERSECTION			TO: MARSH LANE SOUTH TO MIDWAY ROAD					
EXIST. FACILITY:		PROP. FACILITY:	PROJ. DESCR.: CONSTRUCT 4 LANE FACILITY					
18 DALLAS	COLLIN	CS	0918-24-914	2.0	APR96	III	\$0	\$1,816,000
LIMITS FROM: ON PLANO PARKWAY, ALMA			TO: PRESTON ROAD					
EXIST. FACILITY: 4*0		PROP. FACILITY: 6*0	PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY					
18 DALLAS	DALLAS	CS	0918-45-970	0.4	AUG94	III	\$0	\$22,000
LIMITS FROM: ON FLOYD NORTH EXTENSION, SYNERGY			TO: RENNER					
EXIST. FACILITY:		PROP. FACILITY: 4*0	PROJ. DESCR.: PRELIMINARY ENGINEERING					
18 DALLAS	DALLAS	CS	0918-45-983	0.3	JAN94	III	\$0	\$740,000
LIMITS FROM: IN RICHARDSON ON COLLINS BLVD FROM ALMA			TO: US 75					
EXIST. FACILITY:		PROP. FACILITY: 4*0	PROJ. DESCR.: ZERO LANES TO 4 LANE FACILITY					
18 DALLAS	DALLAS	CS	0918-45-984	2.3	SEP93	III	\$0	\$20,000
LIMITS FROM: MILLER ROAD, FIRST			TO: EAST CITY LIMIT					
EXIST. FACILITY: 2*0		PROP. FACILITY: 4*0	PROJ. DESCR.: WIDEN 2-LANE FACILITY TO 4-LANE FACILITY					
18 DALLAS	DALLAS	CS	0918-45-986	3.3	MAY95	III	\$0	\$880,000
LIMITS FROM: ON ELAM ROAD LAKE JUNE ROAD			TO: BALCH SPRINGS CITY LIMIT					
EXIST. FACILITY: 2CR		PROP. FACILITY: 6*0	PROJ. DESCR.: WIDEN 2-LANE FACILITY TO 6-LANE FACILITY					
18 DALLAS	DALLAS	CS	0918-45-988	2.7	FEB94	III	\$0	\$100,000
LIMITS FROM: ON O'CONNOR BOULEVARD, SH 161			TO: SPUR 348					
EXIST. FACILITY: 2*U		PROP. FACILITY: 6*0	PROJ. DESCR.: PRELIMINARY ENGINEERING					
18 DALLAS	DALLAS	CS	0918-45-989	1.8	JUN94	III	\$0	\$2,314,000+
LIMITS FROM: ON MARSH LANE, TRINITY MILLS			TO: ROSEMEADE					
EXIST. FACILITY: 2*U		PROP. FACILITY: 6*0	PROJ. DESCR.: WIDEN 2 LANE FCILITY TO 6 LANE FACILITY					
18 DALLAS	DALLAS	CS	0918-45-991	0.5	FEB94	III	\$0	\$20,000
LIMITS FROM: ON DANIELDALE ROAD, COCKRELL HILL			TO: EAST CITY LIMIT					
EXIST. FACILITY: 2*U		PROP. FACILITY: 6*0	PROJ. DESCR.: PRELIMINARY ENGINEERING					
18 DALLAS	DALLAS	CS	0918-45-993	1.6	OCT93	III	\$0	\$300,000
LIMITS FROM: ON TRINITY MILLS, KELLY BOULEVARD			TO: MIDWAY ROAD					
EXIST. FACILITY: 4*0		PROP. FACILITY: 6*0	PROJ. DESCR.: PRELIMINARY ENGINEERING					

DISTRICT HQQRTS	COUNTY	HWY NO	CONT-SEC-JOB	LENGTH (MILES)	LETTING DATE	LEVEL OF AUTHORITY	ROW COST	CONST COST
18 DALLAS	DALLAS	CS	0918-45-994	1.0	AUG93	III	\$0	\$24,000
LIMITS FROM: ON ROCHELLE BOULEVARD, O'CONNOR TO:LEONE								
EXIST. FACILITY: 2*U PROP. FACILITY: 6*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-45-995	1.8	AUG93	III	\$0	\$47,000
LIMITS FROM: ON ROWLETT ROAD, BROADWAY TO:EAST CITY LIMITS								
EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-45-996	0.2	NOV93	III	\$0	\$400,000
LIMITS FROM: ON BUCKINGHAM ROAD, GREENVILLE AVENUE TO:ABRAMS								
EXIST. FACILITY: PROP. FACILITY: 4*0 PROJ. DESCR.: CONSTRUCT NEW 4-LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-45-997	0.6	DEC94	III	\$0	\$93,000
LIMITS FROM: ON MONTFORT DRIVE, PETERSON ROAD TO:ALPHA ROAD								
EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-45-998	0.7	NOV94	III	\$0	\$188,000
LIMITS FROM: ON PARK LANE, BOEDECKER DRIVE TO:GREENVILLE AVENUE								
EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-45-999	1.0	JUL93	III	\$0	\$75,000
LIMITS FROM: ON MIDWAY ROAD, IH 635 TO:SPRING VALLEY								
EXIST. FACILITY: 6*0 PROP. FACILITY: 8*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DENTON	CS	0918-46-909	1.0	NOV93	III	\$0	\$42,000
LIMITS FROM: ON KELLEY BOULEVARD, ROSEMEADE PARKWAY TO:FRANKFORD ROAD								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DENTON	CS	0918-46-924	1.0	APR95	III	\$0	\$798,000
LIMITS FROM: ON KELLEY BOULEVARD, ROSEMEADE PARKWAY TO:FRANKFORD ROAD								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: WIDEN 2-LANE FACILITY TO 4-LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-900	2.4	FEB96	III	\$0	\$146,000
LIMITS FROM: ON SAM HOUSTON ROAD, FORNEY ROAD TO:MESQUITE CITY LIMITS								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-901	0.5	FEB96	III	\$0	\$55,000
LIMITS FROM: ON MOTOR STREET, HARRY HINES BOULEVARD TO:MAPLE AVENUE								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-902	2.6	JAN96	III	\$0	\$307,000
LIMITS FROM: ON SAMUEL BOULEVARD, IH 30 TO:MESQUITE CITY LIMITS								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-903	1.0	APR94	III	\$0	\$160,000
LIMITS FROM: ON REGAL ROW, CRI & P RAILROAD TO:IH 35E								
EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-907	3.7	FEB96	III	\$0	\$574,000
LIMITS FROM: ON HATCHER STREET, HASKELL STREET TO:INDUSTRIAL EXTENSION								
EXIST. FACILITY: 2*U PROP. FACILITY: 6*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-908	5.0	NOV96	III	\$0	\$320,000
LIMITS FROM: ON DENTON DRIVE, LOMBARDY LN TO:FARMERS BRANCH CITY LIMITS								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	MH	0918-47-909	0.0	APR96	III	\$0	\$663,000
LIMITS FROM: IN DALLAS ON VALLEY VIEW FROM IH 635 TO:EAST CITY LIMITS								
EXIST. FACILITY: PROP. FACILITY: PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-910	1.0	JAN96	III	\$0	\$1,600,000
LIMITS FROM: ON GARLAND AVENUE, SH 190 TO:BLACKBURN								
EXIST. FACILITY: 2*U PROP. FACILITY: 6*0 PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-912	1.1	FEB96	III	\$0	\$46,000
LIMITS FROM: ON ALPHA ROAD, DALLAS PKWY TO:PRESTON ROAD								
EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-913	0.2	APR96	III	\$0	\$285,000
LIMITS FROM: ON MIDWAY RD FROM SPRING VALLEY TO:DALLAS/COLLIN COUNTY LINE								
EXIST. FACILITY: 6*0 PROP. FACILITY: 8*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-924	0.2	APR96	III	\$0	\$5,415,000
LIMITS FROM: ON MIDWAY ROAD FROM SPRING VALLEY TO:DALLAS/COLLIN COUNTY LINE								
EXIST. FACILITY: 6*0 PROP. FACILITY: 8*0 PROJ. DESCR.: WIDEN 6 LANE FACILITY TO 8 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-925	1.0	APR95	III	\$0	\$3,040,000
LIMITS FROM: ON REGAL ROW, CRI & P RAILROAD TO:IH 35E								
EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: WIDEN 4 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-926	2.6	JAN96	III	\$0	\$5,840,000
LIMITS FROM: ON SAMUEL BOULEVARD, IH 30 TO:MESQUITE CITY LIMITS								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 4 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-927	0.5	FEB96	III	\$0	\$1,053,000
LIMITS FROM: ON MOTOR STREET, HARRY HINES BOULEVARD TO:MAPLE AVENUE								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 4 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-928	2.4	FEB96	III	\$0	\$2,767,000
LIMITS FROM: ON SAM HOUSTON ROAD, FORNEY ROAD TO:MESQUITE CITY LIMITS								
EXIST. FACILITY: 2*U PROP. FACILITY: 4*0 PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 4 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-930	1.1	FEB96	III	\$0	\$885,000
LIMITS FROM: ON ALPHA ROAD, DALL PARKWAY TO:PRESTON ROAD								
EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: WIDEN 4 LANE FACILITY TO 6 LANE FACILITY								

DISTRICT HQRTS	COUNTY	HWY NO	CONT-SEC-JOB	LENGTH (MILES)	LETTING DATE	LEVEL OF AUTHORITY	ROW COST	CONST COST
18 DALLAS	DALLAS	CS	0918-47-935	3.8	MAY96	III	\$0	\$0
LIMITS FROM: ON GRAUHYLER ROAD, STORY EXIST. FACILITY: 2*U PROP. FACILITY: 4*U TO: LOOP 12 PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 4 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-937	3.1	FEB94	III	\$0	\$30,000
LIMITS FROM: ON ROWLETT ROAD, SH 66 EXIST. FACILITY: 4*U PROP. FACILITY: 6*U TO: ROAN ROAD PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-938	1.0	JAN94	III	\$0	\$72,000
LIMITS FROM: ON GARLAND AVENUE, SH 190 EXIST. FACILITY: 2*U PROP. FACILITY: 6*U TO: BLACKBURN PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	0918-47-941	5.0	NOV96	III	\$0	\$6,080,000
LIMITS FROM: ON DENTON DRIVE, WEBB CHAPEL ROAD EXIST. FACILITY: 2*U PROP. FACILITY: 4*U TO: FARMERS BRANCH CITY LIMITS PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 4 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-942	3.7	FEB96	III	\$0	\$10,913,000
LIMITS FROM: ON HATCHER STREET, HASKELL STREET EXIST. FACILITY: 2*U PROP. FACILITY: 6*U TO: INDUSTRIAL EXTENSION PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	ROCKWALL	FM 740	1014-03-024	0.0	NOV94	III	\$0	\$60,000+
LIMITS FROM: 1.4 MI S OF IH 30 EXIST. FACILITY: PROP. FACILITY: TO: 0.3 MI SOUTH PROJ. DESCR.: WIDEN AND RECONSTRUCT FARM TO MARKET ROAD								
18 DALLAS	ROCKWALL	FM 740	1014-03-033	2.2	AUG96	III	\$15,000	\$3,794,000
LIMITS FROM: SH 205, S EXIST. FACILITY: 2CR PROP. FACILITY: 4*U TO: FM 3097 PROJ. DESCR.: WIDEN TO 4 LANE DIVIDED URBAN								
18 DALLAS	ROCKWALL	FM 740	1014-03-901	2.1	JUN96	III	\$200,000	\$1,000,000
LIMITS FROM: FM 3097 EXIST. FACILITY: 2CR PROP. FACILITY: 4*U TO: FM 1140 PROJ. DESCR.: WIDEN 2 LNS TO 4 LN DIV								
18 DALLAS	ROCKWALL	SH 276	1290-02-017	1.8	MAY94	III	\$80,000	\$2,250,000
LIMITS FROM: SH 205 EXIST. FACILITY: 2CR PROP. FACILITY: 4DR TO: FM 549 PROJ. DESCR.: WIDEN 2 LANE TO 4 LANE DIVIDED RURAL								
18 DALLAS	COLLIN	FM 2170	2056-01-905	1.3	JUN94	III	\$0	\$3,190,000
LIMITS FROM: SH 5 EAST EXIST. FACILITY: 2CR PROP. FACILITY: 6*U TO: ALLEN HEIGHTS ROAD PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	DENTON	FM 2281	2160-01-007	2.5	JAN95	III	\$381,000	\$4,250,000
LIMITS FROM: INDIAN CREEK EXIST. FACILITY: 2CR PROP. FACILITY: 6*U TO: 500' N OF ROSEMEADE PROJ. DESCR.: WIDEN TO 6 LANE DIVIDED URBAN								
18 DALLAS	DENTON	FM 2281	2160-01-013	1.5	JUN96	III	\$0	\$2,720,000
LIMITS FROM: FM 544 NEAR LEWISVILLE EXIST. FACILITY: 2CR PROP. FACILITY: 6*U TO: NORTH OF INDIAN CREEK PROJ. DESCR.: WIDEN TO 6 LANE DIVIDED URBAN								
18 DALLAS	DENTON	FM 2281	2160-01-014	0.0	AUG93	III	\$0	\$200,000
LIMITS FROM: FM 544 NEAR LEWISVILLE EXIST. FACILITY: PROP. FACILITY: TO: 500' NORTH OF ROSEMEADE PROJ. DESCR.: TRAFFIC SIGNALS								
18 DALLAS	COLLIN	FM 2478	2351-01-900	4.0	JUL93	III	\$0	\$549,000
LIMITS FROM: LEGACY EXIST. FACILITY: 2*U PROP. FACILITY: 4*U TO: FM 2170 (MCDERMOTT ROAD) PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	COLLIN	FM 2478	2351-01-901	4.0	NOV95	III	\$0	\$2,000,000
LIMITS FROM: LEGACY EXIST. FACILITY: 2*U PROP. FACILITY: 4*U TO: FM 2170 (MCDERMOTT ROAD) PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 4 LANE FACILITY								
18 DALLAS	COLLIN	FM 2478	2351-01-902	0.0	NOV93	III	\$0	\$3,051,000
LIMITS FROM: LEGACY EXIST. FACILITY: PROP. FACILITY: TO: FM 2170 MCDERMOTT ROAD PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 4 LANE FACILITY								
18 DALLAS	COLLIN	MH	8010-18-002	5.3	JUN96	III	\$0	\$2,131,000
LIMITS FROM: IN PLANO ON COIT RD FR PARKER RD EXIST. FACILITY: 4*U PROP. FACILITY: 6*U TO: SH 121 (SECTIONS) PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	COLLIN	MH	8010-18-900	5.3	JUN96	III	\$0	\$6,131,000
LIMITS FROM: IN PLANO ON COIT ROAD FROM PARKER ROAD EXIST. FACILITY: 4*U PROP. FACILITY: 6*U TO: SH 121 (SECTIONS) PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	COLLIN	MH	8016-18-001	1.0	AUG93	III	\$5,000	\$4,705,000
LIMITS FROM: ON K AVE FROM CHAPARRAL RD EXIST. FACILITY: 2CR PROP. FACILITY: 6*U TO: N OF SPRING CREEK PARKWAY PROJ. DESCR.: WIDEN TO 6 LANE DIVIDED URBAN SECTION								
18 DALLAS	COLLIN	MH	8016-18-002	0.7	AUG93	III	\$20,000	\$2,200,000
LIMITS FROM: ON K AVE FROM BOWMAN BRANCH, SOUTH EXIST. FACILITY: 2CR PROP. FACILITY: 6*U TO: PARKER ROAD PROJ. DESCR.: WDN 2-LN RURAL TO 6-LN URBAN								
18 DALLAS	COLLIN	MH	8024-18-002	0.0	NOV93	III	\$0	\$4,000,000
LIMITS FROM: IN PLANO ON SPRING CREEK PARKWAY FROM EXIST. FACILITY: 4*U PROP. FACILITY: 6*U TO: US 75 TO SH 289 PROJ. DESCR.: WIDEN AN EXISTING FOUR LANE DIVIDED ROAD TO A SIX LANE								
18 DALLAS	COLLIN	MH	8025-18-003	0.5	JUL94	III	\$5,000	\$1,300,000
LIMITS FROM: ON PARKER ROAD FROM LOS RIOS BLVD EXIST. FACILITY: 2CR PROP. FACILITY: 6*U TO: COTTONWOOD CREEK PROJ. DESCR.: WIDEN TO 6 LANE DIVIDED URBAN								
18 DALLAS	COLLIN	MH	8026-18-001	1.8	NOV94	III	\$10,000	\$6,563,000
LIMITS FROM: ON 14TH ST FROM LOS RIOS BLVD EXIST. FACILITY: 2CR PROP. FACILITY: 6*U TO: ECL OF PLANO PROJ. DESCR.: CONSTRUCT 2-LANE FARM TO MARKET ROAD TO 6-LANE URBAN								
18 DALLAS	DALLAS	MH	8043-18-005	1.9	OCT96	III	\$0	\$12,740,000
LIMITS FROM: IN DALLAS ON HAMPTON ROAD/INWOOD ROAD EXIST. FACILITY: 4*U PROP. FACILITY: 6*U TO: FROM CANADA DRIVE TO HARRY HINES BLVD. PROJ. DESCR.: RECONSTRUCT EXISTING 4-LANE ROADWAY TO 6-LANE DIVIDED								

DISTRICT HQQRTRS	COUNTY	HWY NO	CONT-SEC-JOB	LENGTH (MILES)	LETTING DATE	LEVEL OF AUTHORITY	ROW COST	CONST COST
18 DALLAS	DALLAS	MH	8043-18-901	0.8	NOV94	III	\$0	\$72,000+
LIMITS FROM: ON HAMPTON ROAD, FORT WORTH AVENUE EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:COMMERCE STREET PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	MH	8044-18-001	0.5	JUN97	III	\$2,695,000	\$8,305,000
LIMITS FROM: IN DALLAS ON OAK LAWN AVENUE FROM IH 35E TO:TO MAPLE AVENUE EXIST. FACILITY: 4*U PROP. FACILITY: 6*0 PROJ. DESCR.: RECONSTRUCT EXISTING 4-LANE UNDIVIDED ROADWAY TO 6-LANE								
18 DALLAS	DALLAS	MH	8044-18-900	0.0	JUN94	III	\$0	\$600,000
LIMITS FROM: IN DALLAS ON OAK LAWN AVENUE FROM IH 35E TO:MAPLE AVENUE EXIST. FACILITY: PROP. FACILITY: PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	MH	8052-18-001	1.3	OCT93	III	\$0	\$3,000,000
LIMITS FROM: IN IRVING ON MACARTHUR BOULEVARD EXIST. FACILITY: 2CR PROP. FACILITY: 6*0 PROJ. DESCR.: TO:FROM IH 635 TO ROYAL LANE PROJ. DESCR.: RECONSTRUCT EXISTING 2-LANE RURAL ROADWAY TO 6-LANE								
18 DALLAS	DALLAS	MH	8052-18-900	1.5	AUG95	III	\$0	\$120,000
LIMITS FROM: IN IRVING ON MACARTHUR FROM NORTHGATE EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:SH 183 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	MH	8052-18-901	1.5	AUG95	III	\$0	\$2,280,000
LIMITS FROM: IN IRVING ON MACARTHUR FROM NORTHGATE EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:SH 183 PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	MH	8075-18-006	0.0	SEP96	III	\$0	\$1,212,000
LIMITS FROM: ON SPRING VALLEY/CENTENNIAL EXIST. FACILITY: PROP. FACILITY: PROJ. DESCR.: TO:FROM W OF SHERMAN TO E OF GROVE/AUDELIA PROJ. DESCR.: WIDEN ROADWAY AND IMPROVE THE INTERSECTIONS								
18 DALLAS	DALLAS	MH	8075-18-900	0.5	NOV94	III	\$0	\$93,000
LIMITS FROM: ON SPRING VALLEY, DALLAS NORTH TOLLWAY EXIST. FACILITY: 6*0 PROP. FACILITY: 8*0 PROJ. DESCR.: TO:MONTFORT DRIVE PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	MH	8075-18-903	0.5	NOV95	III	\$0	\$1,770,000
LIMITS FROM: ON SPRING VALLEY, DALLAS NORTH TOLLWAY EXIST. FACILITY: 6*0 PROP. FACILITY: 8*0 PROJ. DESCR.: TO:MONTFORT DRIVE PROJ. DESCR.: WIDEN 6-LANE FACILITY TO 8-LANE FACILITY								
18 DALLAS	DALLAS	MH	8090-18-900	2.2	JAN96	III	\$0	\$155,000
LIMITS FROM: ON SKILLMAN STREET, UNION PACIFIC EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:ABRAMS ROAD PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	MH	8090-18-901	2.2	JAN96	III	\$0	\$2,950,000
LIMITS FROM: ON SKILLMAN STREET, UNION PACIFIC EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:ABRAMS ROAD PROJ. DESCR.: WIDEN 4 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	DALLAS	MH	8094-18-900	1.5	AUG95	III	\$0	\$976,000
LIMITS FROM: ON JUPITER, BUCKINGHAM EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:FOREST PROJ. DESCR.: WIDEN 4 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	DALLAS	MH	8094-18-901	0.5	JAN96	III	\$0	\$1,109,000
LIMITS FROM: ON JUPITER, GARLAND ROAD EXIST. FACILITY: 2*U PROP. FACILITY: 2*U PROJ. DESCR.: TO:CENTERVILLE ROAD PROJ. DESCR.: WIDEN 2-LANE FACILITY TO 4-LANE FACILITY								
18 DALLAS	COLLIN	CS	9918-24-926	1.1	JUL96	III	\$0	\$3,439,000
LIMITS FROM: IN ALLEN ON EXCHANGE PKWY FROM US 75 EXIST. FACILITY: PROP. FACILITY: 6*0 PROJ. DESCR.: TO:SH 5 PROJ. DESCR.: CONSTRUCT 6-LANE DIVIDIED FACILITY								
18 DALLAS	DALLAS	CS	9918-45-919	1.6	OCT95	III	\$0	\$2,900,000
LIMITS FROM: ON TRINITY MILLS, KELLY BOULEVARD, EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:MIDWAY ROAD PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	CS	9918-45-921	2.7	FEB95	III	\$0	\$1,900,000
LIMITS FROM: ON O'CONNOR BOULEVARD, SH 161 EXIST. FACILITY: 2*U PROP. FACILITY: 6*0 PROJ. DESCR.: TO:SPUR 348 PROJ. DESCR.: WIDEN 3-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	CS	9918-45-922	0.7	NOV95	III	\$0	\$3,572,000
LIMITS FROM: ON PARK LANE, BOEDECKER DRIVE EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:GREENVILLE AVENUE PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	CS	9918-45-923	1.0	JUL95	III	\$0	\$1,425,000
LIMITS FROM: ON MIDWAY ROAD, IH 635 EXIST. FACILITY: 6*0 PROP. FACILITY: 8*0 PROJ. DESCR.: TO:SPRING VALLEY PROJ. DESCR.: WIDEN 6 LANE FACILITY TO 8 LANES								
18 DALLAS	DALLAS	CS	9918-45-924	1.8	JUN93	III	\$0	\$400,000
LIMITS FROM: ON MARSH LANE, TRINITY MILLS EXIST. FACILITY: 2*U PROP. FACILITY: 6*0 PROJ. DESCR.: TO:ROSEMEADE PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	9918-45-925	1.8	JUL94	III	\$0	\$889,000
LIMITS FROM: ON ROWLETT ROAD, BROADWAY EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:EAST CITY LIMITS PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	CS	9918-45-926	0.6	DEC94	III	\$0	\$1,769,000
LIMITS FROM: ON MONTFORT DRIVE, PETERSON ROAD EXIST. FACILITY: 4*0 PROP. FACILITY: 6*0 PROJ. DESCR.: TO:ALPHA ROAD PROJ. DESCR.: WIDEN 4-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	CS	9918-45-927	0.5	FEB96	III	\$0	\$372,000
LIMITS FROM: ON DANIELDALE ROAD, COCKRELL HILL EXIST. FACILITY: 2*U PROP. FACILITY: 6*0 PROJ. DESCR.: TO:EAST CITY LIMIT PROJ. DESCR.: WIDEN 3-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	CS	9918-45-928	0.3	JAN93	III	\$0	\$12,000
LIMITS FROM: IN RICHARDSON ON COLLINS BLVD FROM ALMA TO:US 75 EXIST. FACILITY: PROP. FACILITY: 4*0 PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	CS	9918-45-929	0.4	NOV95	III	\$0	\$418,000
LIMITS FROM: ON FLOYD ROAD EXTENSION, SYNERGY EXIST. FACILITY: PROP. FACILITY: 4*0 PROJ. DESCR.: TO:RENNER PROJ. DESCR.: CONSTRUCT NEW 4 LANE FACILITY								

DISTRICT HQRTS	COUNTY	HWY NO	CONT-SEC-JOB	LENGTH (MILES)	LETTING DATE	LEVEL OF AUTHORITY	ROW COST	CONST COST
18 DALLAS	DALLAS	CS	9918-45-930	1.0	JUL95	III	\$0	\$456,000
LIMITS FROM: ON ROCHELLE BOULEVARD, O'CONNOR TO:LEONNE EXIST. FACILITY: 2*U PROP. FACILITY: 6*D PROJ. DESCR.: WIDEN 3-LANE FACILITY TO 6-LANE FACILITY								
18 DALLAS	DALLAS	CS	9918-45-932	0.2	NOV94	III	\$0	\$300,000
LIMITS FROM: ON BUCKINGHAM ROAD, GREENVILLE AVENUE TO:ABRAMS EXIST. FACILITY: PROP. FACILITY: 4*D PROJ. DESCR.: CONSTRUCT NEW 4-LANE FACILITY								
18 DALLAS	DALLAS	CS	9918-45-981	0.0	AUG93	III	\$0	\$56,000
LIMITS FROM: ON BUCKINGHAM ROAD, GREENVILLE AVENUE TO:ABRAMS EXIST. FACILITY: PROP. FACILITY: PROJ. DESCR.: PRELIMINARY ENGINEERING								
18 DALLAS	DALLAS	MH	9918-94-900	0.9	NOV94	III	\$0	\$500,000
LIMITS FROM: BLUFFVIEW TO:AIRODOME EXIST. FACILITY: 6*D PROP. FACILITY: 6*D PROJ. DESCR.: WIDEN NORTHBOUND AND SOUTHBOUND LANES								
LEVEL III TOTAL							\$39,292,300	\$194,172,000
18 DALLAS	DALLAS	US 67	0261-03-031	1.6	MAY97	II	\$67,250	\$2,880,000
LIMITS FROM: IH 35E TO:LOOP 12 EXIST. FACILITY: 4*F 4/U PROP. FACILITY: 6*F 4/U PROJ. DESCR.: REPLACE 4 LANE FREEWAY WITH 6 LANE FREEWAY (WIDEN MEDIAN)								
18 DALLAS	ROCKWALL	SH 205	0451-01-032	3.4	DEC98	II	\$0	\$400,000+
LIMITS FROM: N OF SH 66 TO:SH 276 EXIST. FACILITY: 2CR PROP. FACILITY: 4*D PROJ. DESCR.: WDN 2 LN TO 4 LN URBAN DIV HWY								
18 DALLAS	DALLAS	CS	0918-47-904	0.6	APR97	II	\$0	\$760,000+
LIMITS FROM: ON COUNTY LINE ROAD, SH 183 TO:VALLEY VIEW EXIST. FACILITY: 2*U PROP. FACILITY: 4*D PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 4 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-905	0.8	FEB97	II	\$0	\$0
LIMITS FROM: ON BUCKINGHAM, AUDELIA ROAD TO:CENENNIAL EXIST. FACILITY: 2*U PROP. FACILITY: 6*D PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-906	0.7	JAN97	II	\$0	\$1,501,000+
LIMITS FROM: ON WINTERGREEN ROAD, JOE WILSON TO:CEDAR HILL EXIST. FACILITY: PROP. FACILITY: 4*D PROJ. DESCR.: CONSTRUCT 4 LANE FACILITY								
18 DALLAS	DALLAS	CS	0918-47-911	3.1	FEB97	II	\$0	\$651,000
LIMITS FROM: ON ROWLETT ROAD, SH 66 TO:ROAN ROAD EXIST. FACILITY: 4*D PROP. FACILITY: 6*D PROJ. DESCR.: WIDEN 4 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	DALLAS	MH	0918-47-929	0.0	APR00	II	\$0	\$12,034,000
LIMITS FROM: IN DALLAS ON VALLEY VIEW FROM IH 635 TO:EAST CITY LIMITS EXIST. FACILITY: PROP. FACILITY: PROJ. DESCR.: WIDEN FROM 4 LANES TO 6 LANES								
18 DALLAS	DALLAS	CS	0918-47-936	1.6	FEB97	II	\$0	\$1,500,000
LIMITS FROM: ON BRUTON ROAD, CHEYENNE DRIVE TO:IH 635 EXIST. FACILITY: 2*U PROP. FACILITY: 6*D PROJ. DESCR.: WIDEN 2 LANE FACILITY TO 6 LANE FACILITY								
18 DALLAS	ROCKWALL	FM 740	1014-03-903	2.2	AUG97	II	\$0	\$3,371,000
LIMITS FROM: SH 205, S TO:FM 3097 EXIST. FACILITY: 2CR PROP. FACILITY: 4*D PROJ. DESCR.: WIDEN TO 4 LANE DIVIDED URBAN								
18 DALLAS	DALLAS	IH 30	1068-04-904	0.1	MAY97	II	\$0	\$540,000
LIMITS FROM: AT CHALK HILL ROAD TO: EXIST. FACILITY: 6*F PROP. FACILITY: 6*F PROJ. DESCR.: CONSTRUCT RAMPS								
LEVEL II TOTAL							\$67,250	\$23,637,000
DIST TOTAL							\$39,359,550	\$217,809,000
110 PROJECTS								

+ ADDITIONAL FUNDS IN OTHER PROGRAM(S)