

**NORTH TEXAS TOLLWAY AUTHORITY
AGREEMENT FOR SECTION ENGINEER SERVICES
FOR AN
EXPANSION AND ENLARGEMENT OF
OF
THE DALLAS NORTH TOLLWAY
SECTIONS I AND II
AND FOR
EXPANSION OF OAK LAWN AVENUE
DNT 363**

THIS AGREEMENT, made this 7th day of April 1998, by and between the North Texas Tollway Authority, a regional tollway authority and a political subdivision of the State of Texas, 3015 Raleigh Street, P.O. Box 190369, Dallas, Texas 75219, hereinafter referred to as the "Authority", and WSBC Civil Engineers, Inc., a Texas corporation, 1177 West Loop South, Suite 310, Houston, Texas, 77027, hereinafter referred to as the "Section Engineer."

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 (“MPO’s”) and the States’ Transportation Agencies develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Department of Transportation (“TxDOT”), the City of Dallas (the “City”), and the County of Dallas (the “County”) desire to expand, modify and improve Oak Lawn Avenue from I.H. 35 to Maple Avenue; and

WHEREAS, the Authority desires and proposes to design, construct improvements, modify, widen, enlarge, and expand the Dallas North Tollway (the “DNT”) between Station 5+58.21 of the southbound DNT and Station 66+75 of the DNT and, concurrently, in cooperation with TxDOT, the City, and the County, desires and proposes to design, construct improvements, modify, widen, enhance, and expand Oak Lawn Avenue, a street of the City crossing beneath the DNT, between Maple Avenue (Station 35+00) and I.H. 35-E (Station 10+00), said proposed DNT Expansion and Enlargement and Oak Lawn Avenue Expansion project being hereinafter referred to collectively as the “99 Expansion”; and

WHEREAS, the Authority has retained the consulting engineering firm of HNTB Corporation, hereinafter called the “Consulting Engineers”, to represent and assist the Authority in reviewing design of the 99 Expansion; and

WHEREAS, the Consulting Engineers and the City have prepared, and the Authority has adopted, a master plan for the 99 Expansion as evidenced in Exhibit 1 with respect to the DNT and Exhibit 2, with respect to Oak Lawn Avenue, which depict the 99 Expansion, give the location and basic design criteria, and contain the preliminary plan of the 99 Expansion, as well as typical and principal special feature details; and

WHEREAS, the Authority will retain, if needed, under separate agreements, either directly or as subcontractors to the Section Engineer, the services of one or more qualified

surveying firm(s) (collectively, the "Surveyor") for the performance of control and right-of-way surveys, including plats and property descriptions, a qualified geotechnical engineering firm(s) (collectively, the "Geotechnical Engineer") for the performance of subsurface explorations, soils testing and engineering analyses, and the preparation of a geotechnical report, and a qualified aerial photographer/surveyor (the "Aerial Surveyor") to perform a photogrammetric survey of the 99 Expansion in accordance with the specifications for the photogrammetric survey developed by the Section Engineer; and

WHEREAS, the Authority and the Section Engineer mutually desire to enter into an agreement for the performance by the Section Engineer of complete and comprehensive engineering designs, construction plans, cost estimates, and other services incidental to and required for the construction of the 99 Expansion within the hereinafter described section limits;

NOW, THEREFORE, in consideration of payments hereinafter stipulated to be made to the Section Engineer by the Authority, the parties do hereby agree as follows:

1. General. All services rendered to the Authority by the Section Engineer under this Agreement shall be performed under the overall direction and instruction of the staff of the Authority and under the review of the Consulting Engineers, the staffs of the City, the County, and TxDOT, and in accordance with accepted professional standards.

2. Scope of Services. The services to be provided under this Agreement consist of the furnishing of section design engineering for the preparation of designs, construction plans, specifications, and estimates for the 99 Expansion. The services furnished hereunder shall be of high quality, shall be complete in all respects, and shall comply fully with the terms of this Agreement, including the Scope of Services set forth in Appendix A to this Agreement. All such services shall be subject to the approval of the Consulting Engineers, the City, the County, TxDOT and of the Authority, represented by its Executive Director or subsequently

designated officer, hereinafter referred to as the "Engineer". A detailed description of the work to be performed is set forth in the Scope of Services contained in Appendix A, attached hereto and made a part of this Agreement.

3. Time of Performance. The Section Engineer agrees to begin the performance of the services designated herein not later than ten (10) business days after receipt by the Section Engineer of the written "Notice To Proceed" from the Authority. The Authority may issue a single "Notice to Proceed" with respect to all of the work described in this Agreement or multiple, partial "Notices to Proceed" pertaining to only specified portions of the work and authorizing the Section Engineer to begin performance only with regard to said specified portions. The Section Engineer shall furnish all services in such manner and at such times as the progress of the 99 Expansion development schedule requires so that no delays will be caused by or be in any way attributable to the Section Engineer. The Section Engineer further agrees to complete its design engineering services, including the completion of surveying, calculations, designs, construction plans, specifications, and related documents, all in sufficient detail for bidding purposes, within the following time limits which shall commence upon the issuance of a "Notice to Proceed" for all work under this Agreement or, absent that, a partial "Notice to Proceed" for one of the specified portions of the work described below:

Environmental Assessment of the 99 Expansion	nine (9) months after issuance of the "Notice to Proceed"
Paving, grading, drainage, and structures for the 99 Expansion	twenty one (21) months after issuance of the "Notice to Proceed"

The foregoing time limits shall be exclusive of time required by the Authority and the Consulting Engineers, the City, the County, and TxDOT to review the construction plans and specifications developed by the Section Engineer. As a result, the number of days during which the Section Engineer's work product is being reviewed by the Authority, the

Consulting Engineers, the City, the County, and TxDOT, and during which the Section Engineer is awaiting the results of said review, shall be added to the time limits stated above.

In the event that, by reason or causes beyond the control of the Section Engineer and its agents, representatives, employees, or contractors, the services described herein are stopped, suspended, or delayed, the time limits set forth shall be extended for a period or periods of time as determined by the Authority, at its discretion, to allow for said stoppage, suspension, or delay.

Time is of the essence with respect to the performance and completion of all the services to be furnished by the Section Engineer under this Agreement. Should the Section Engineer at any time, in the sole opinion of the Authority, not carry out its obligations under this Agreement or not be progressing toward completion of the services to be rendered hereunder in an expeditious manner, or if the Section Engineer shall fail in any manner to discharge any other of its obligations under this Agreement, the Authority may, upon providing the Section Engineer with thirty (30) days prior written notice pursuant to Section 21 hereof and opportunity to cure, terminate this Agreement effective on that date (the "Termination Date"). Such termination shall not constitute a waiver or release by the Authority of any claims for damages, claims for additional costs incurred by the Authority to complete and/or correct the work described in this Agreement, or any other claims or actions arising under this Agreement or available at law or equity which it may have against the Section Engineer for its failure to perform satisfactorily any obligation hereunder, nor shall such termination pursuant to this Section 3, Section 4, Section 7, or Section 8 abrogate or in any way affect the indemnification obligations of the Section Engineer set forth in Section 20 hereof.

If the Authority shall terminate this Agreement as provided either in this Section 3 or Section 8, no fees of any type, other than fees due and payable at the time of termination for

work performed and acceptable to the Authority, shall thereafter be paid to the Section Engineer, and the Authority shall have a right to set off or otherwise recover any damages incurred by reason of the Section Engineer's breach hereof, together with the right to set off amounts owed to the Section Engineer as set forth in Section 20 hereof. In determining the amount of any payments owed to the Section Engineer, the value of the work performed by the Section Engineer prior to termination shall be no greater than the value that would result by utilizing the ratio of the amount of work performed by the Section Engineer and acceptable to the Authority to the total amount of work to be performed by the Section Engineer under this Agreement.

If it is necessary for the Authority to retain one or more substitute firms to complete and/or correct work to be performed by the Section Engineer under this Agreement, the Authority may postpone all payments due the Section Engineer hereunder until said work is complete so as to permit the Authority to make a final determination of additional costs, if any, incurred by the Authority as a result of the Section Engineer's default, to be deducted from and set off against any outstanding balance of fees due the Section Engineer.

4. Failure to Complete Work on Time; Liquidated Damages. If the Section Engineer fails to complete fully, entirely, and in conformity with the provisions of this Agreement within the time stated in the Agreement, including the schedule set forth in Section 3 hereof, or within such further time as may have been granted by the Engineer, then the Section Engineer shall and hereby agrees to pay the Authority for each and every calendar day (Saturdays, Sundays and legal holidays included) that it is in default with respect to any such schedule the amount or amounts specified below, which said amount or amounts per calendar day is agreed upon by the parties hereto to be liquidated damages, not a penalty.

The section engineering design services to be provided by the Section Engineer constitute an essential part of the design and construction work required to complete the 99 Expansion. Portions of the 99 Expansion will be operated as a controlled access toll

turnpike project, and the Section Engineer acknowledges that delay in the completion of the services required under this Agreement will cause potential disruption in the operation of the 99 Expansion, and will cause losses to the Authority including, but not limited to, lost revenue, additional interest on monies borrowed, increased administrative, legal, engineering, and contracting costs, and other tangible and intangible losses. The liquidated damages set forth below are to partially cover such losses and expenses. The Section Engineer unconditionally and irrevocably acknowledges and agrees that the actual amount of said losses and expenses would be impossible or extremely difficult to determine and that the liquidated damages set forth in this Section 4 constitute a fair and reasonable estimate by the parties of the amount of said losses and expenses and in no event shall constitute or be construed as a penalty. Further, the Section Engineer irrevocably and unconditionally acknowledges that the time limits set forth in Section 3 constitute an essential benefit to the Authority and an essential element of this Agreement.

The Authority shall recover said liquidated damages by deducting the amount thereof from any monies due or that may become due the Section Engineer, and if said monies are insufficient to cover said damages, then the Section Engineer shall pay the amount due and the Authority shall be entitled to any and all rights and remedies available to it in law or equity to recover same.

The Authority, at its sole discretion and option, may waive the collection of liquidated damages or the exercise of other remedies under this Agreement if all of the services to be performed by the Section Engineer, or if any portion of said services for which a date of completion is stipulated, have been Substantially Completed, as hereinafter defined, within the prescribed time of completion therefor. It is hereby agreed by the parties hereto that "Substantially Completed" shall mean that measure of completion which will ensure the following:

1. That the 99 Expansion construction provided for in the designs, plans, and specifications to be prepared and issued by the Section Engineer under the provisions of this Agreement are complete to the degree that they may be issued for construction bidding within the design time specified in Section 3 hereof; and
2. That the uncompleted services under this Agreement will be performed in a sequence and manner, and will be completed pursuant to a timetable, which will not (a) delay the completion of, (b) impair the efficiency or safety of, or (c) increase the costs to the public, the contractors, the Authority, the City, the County, TxDOT or the Authority's agents and consultants of the 99 Expansion, nor result in the loss of toll revenues which the Authority would otherwise collect had such services been completed in accordance with the design time set forth in Section 3.

Any election by the Authority to waive liquidated damages or other remedies pursuant to the foregoing shall in no way limit or impair the ability of the Authority (a) to exercise any and all available remedies in the event of any subsequent default or defaults by the Section Engineer or (b) to otherwise insist upon the Section Engineer's performance under this Agreement in strict accordance with its terms.

The Authority shall be the sole and final judge as to whether the services under this Agreement have been Substantially Completed as described above.

If the Section Engineer fails to complete any of said services within the time limits fixed by this Agreement or any extensions thereof, and if the Authority shall, nevertheless, permit the Section Engineer to continue and complete same, such permission shall neither modify nor waive any liability of the Section Engineer for damages arising from noncompletion of said services within the applicable time limits, but all such liabilities shall continue in full force against the Section Engineer.

The amount of liquidated damages for this Agreement shall be TWO HUNDRED FIFTY (\$250.00) DOLLARS per calendar day.

5. Compensation.

a. The Authority agrees to pay, and the Section Engineer agrees to accept as full and sufficient compensation for the performance of all section engineering duties and services, as set forth herein, the sum of \$57,667. for the environmental assessment inclusive of the conduct of associated requisite public meetings or public hearings, and the sum of \$1,095,621. for the section engineering design services pertaining to the 99 Expansion, which sums may be modified only as prescribed under the provisions of this Section and/or Sections 6 and 8 of this Agreement, and such amounts shall constitute full payment for all services, liaison, products, materials, and equipment required to deliver the professional services detailed in the Scope of Services (Appendix A), including, travel, overhead, and expenses. The above sums shall be further subdivided to represent the fees for both the DNT Expansion and the Oak Lawn Expansion.

b. The above fees shall constitute full payment for services, materials, and equipment used, including travel and expenses. No other compensation will be requested, except as provided in the following paragraphs.

c. The Section Engineer shall submit monthly to the Authority seven (7) copies of its pay estimate request in the form provided by the Authority which shall indicate in sufficient detail the estimated percentage of work completed through the date thereof and the amount due it for this work. A retainage of five percent (5%) of all paid amounts shall be withheld until the satisfactory completion of all the obligations of the Section Engineer hereunder, including the acceptance by the Authority of the completed designs, construction plans, specifications, estimates, and related services, except the Authority shall remit the five percent retainage withheld on the

environmental assessment pay item after final acceptance of the environmental assessment by the Authority, the City, the County, TxDOT, the Federal Highway Administration, and the U.S. Environmental Protection Agency. The Authority shall furnish written notification to the Section Engineer of such final acceptance. Upon completion and final acceptance of all the services, final payment shall be made to the Section Engineer so that the total payment for all services provided under this Agreement equals the total sum set forth above for the services provided, including retainage.

d. In the event the Authority shall materially change the contractual scope of the services or materially revise features of the 99 Expansion from those shown and described in Appendix A and Exhibits 1 and 2, the fees to be paid to the Section Engineer shall be subject to adjustment upward or downward as shall be mutually agreed by supplemental agreement or change order executed by the Authority and the Section Engineer prior to such change.

e. In the event, for reasons beyond the control of the Section Engineer, the Section Engineer is directed by the Authority to make changes to work already satisfactorily performed, except as such changes may result from errors and/or omissions on the part of the Section Engineer, its contractors, agents, employees, or representatives, the Section Engineer shall be compensated on the cost basis as described in Section 6 hereof, but only as approved and authorized by the Authority.

f. No payment by the Authority shall relieve the Section Engineer of its obligation to deliver timely the services required under this Agreement. If after approving or paying for any service, product or other deliverable, the Authority determines that said service, product or deliverable does not satisfy the requirements of this Agreement, the Authority may reject same and the Section Engineer shall return any compensation received therefor.

g. In addition to all other rights provided in this Agreement, the Authority shall have the right to set off any amounts owed by the Section Engineer pursuant to the terms of this Agreement, including amounts owing pursuant to Section 20 hereof, against any amounts owed by the Authority to the Section Engineer.

6. Extra Work. It is acknowledged and agreed that the payment of the compensation set forth in Section 5 above shall constitute full and complete payment for all services to be performed by the Section Engineer under this Agreement and as set forth in the Scope of Services, Appendix A to this Agreement. It is further acknowledged and agreed that these services include making changes to completed or partially completed work and additions to plan preparation work presently delineated in Exhibits 1 and 2 resulting from the review of plans as the services progress. No additional payment will be made for such changes or additions unless it is clearly demonstrated that the work is beyond the scope of this Agreement, including the Scope of Services set forth in Appendix A to this Agreement.

In the event, for reasons beyond the control of the Section Engineer, the Section Engineer is directed by the Authority (a) to make changes to work already satisfactorily performed and accepted by the Authority or (b) to perform additional work not currently provided hereunder and being of such magnitude that it is clearly beyond the scope of this Agreement, and the changes and/or additional work are so recognized by the Authority, such changes and/or additional work shall be considered Extra Work. The Authority reserves the right of final decision regarding whether any additional work constitutes Extra Work, said decision to be made in its reasonable discretion. No compensation shall be made for revisions required due in any way to the error, omission, or fault of the Section Engineer, its agents, representatives, employees or contractors.

Compensation for such Extra Work shall be allowed when approved in advance and authorized by the Engineer; the terms of such compensation shall be as set forth in negotiated fee supplemental agreements or change orders or, at the option of the Authority,

shall be made at the rate of 2.1 times the approved salary costs, to which sum all approved and actual out-of-pocket expenses and subcontract costs as reflected in Appendix B hereto and subsequently modified with the approval of the Engineer shall be added, if any. Salary costs will be defined as direct labor plus salary-related costs, including allowance for holidays, sick leave, vacation, employees' group insurance, workers' compensation, social security, unemployment and disability taxes, and miscellaneous employee benefits. Time spent by a principal of the Section Engineer, performing services or functions (a) capable of being carried out by other, subordinate personnel with a lower standard hourly rate and (b) payable by the Authority, shall be billed at a rate equivalent to that of the applicable qualified subordinate personnel. Time spent by a principal of the Section Engineer in an administrative or supervisory capacity shall not be compensable. Documentation in the form of audited salary-related costs as a percentage of salary costs shall be submitted to the Authority, together with such other records and documentation as the Authority may require, to compute accurate compensation for Extra Work. Payments shall be made on the basis of certified time and expense records and audited documentation of salary-related costs.

Any revision, change, or additional work authorized by the Engineer as Extra Work under the terms of this Agreement which increases the section engineering costs in excess of fifteen percent (15%) of the total compensation set forth in Section 5 hereof will require a supplemental agreement to this Agreement. The supplemental agreement shall establish the extent of revisions or changes in the Scope of Services and the compensation therefor.

Extra Work equal to or less than fifteen percent (15%) of the total compensation set forth in Section 5 of this Agreement shall require a fully executed change order or extra work order.

The Section Engineer shall assign the employees (including its principals), as selected and requested by the Engineer, to provide expert engineering services related to

legal proceedings, court actions, and settlement negotiations, including such services as engineering research related to impending legal actions, preparation of trial exhibits, serving as expert witnesses, and appearances in court as a non-testifying advisor to the General Counsel or Special Counsel, as hereinafter defined, and to the Engineer. Compensation to the Section Engineer for such services shall be negotiated as Extra Work under the provisions of this Section 6 and under Section 17 hereof, with the terms having been agreed upon prior to providing of such services.

7. Source of Fee Payments and the Authority's Right to Cancel Prior to Notice to Proceed. The Authority has financed the design of the Turnpike by issuance and sale of Dallas North Tollway Revenue Bonds, Series 1989 and 1990, hereinafter referred to as the "Bonds". It is expressly acknowledged that all payments due for the services under this Agreement shall be made solely from the proceeds of the Bonds. Payment for section engineering services shall conform with the terms of the Supplemental Trust Agreement dated as of July 1, 1989, as supplemented by six (6) Supplemental Trust Agreements pertaining to the issuance of the Bonds. The Authority shall have no liability under this Agreement or otherwise to make payments to the Section Engineer from any other sources. In addition, the Authority reserves the right, at its sole discretion, at any time prior to the issuance of the written "Notice To Proceed" described in Section 3 above, to cancel or terminate this Agreement; and, in the event of such cancellation or termination, the Section Engineer shall not be entitled to any payment, nor have any claim for compensation or damages, resulting from such cancellation or termination.

Notwithstanding the preparation or execution of this Agreement, the Authority is under no obligation to issue the written "Notice to Proceed". Any work undertaken or expenses incurred by the Section Engineer prior to the issuance of the written "Notice to Proceed" shall be at the sole risk and expense of the Section Engineer. After issuance of the written "Notice to Proceed", the Section Engineer promptly shall begin work pursuant to the provisions of this Agreement and shall continuously prosecute same with such diligence as will enable it to comply with this Agreement.

8. Authority's Option to Terminate; Suspension of Work. In addition to the rights and options to terminate given in Sections 3 and 7 above, the Authority has the right to immediately terminate this Agreement at its sole option at any time, and with or without cause, by issuance of a written Notice of Termination from the Engineer, and to make settlement with the Section Engineer upon an equitable basis as determined by the Authority, which settlement shall fix the value of the work performed by the Section Engineer prior to the termination date (the "Optional Termination Date") in the manner set forth below. In determining the value of the work performed, the Authority shall consider the following:

- a. The ratio of the amount of work satisfactorily performed by the Section Engineer prior to the Optional Termination Date to the total amount of work contemplated to be undertaken by the Section Engineer as set forth in this Agreement.
- b. The amount of the direct expense incurred by the Section Engineer for work performed prior to the Optional Termination Date in proportion to the amount of the total direct expense which the Section Engineer would have incurred had it been allowed to complete the work contemplated by the Agreement.

Direct expense shall be the sum of the following items of expense actually incurred by the Section Engineer:

- (1) Reasonable and customary salary and overhead costs incurred by the Section Engineer in performing all services hereunder; and
- (2) Reasonable and customary travel, subsistence, subcontract cost, and other direct and actual expenses incurred by the Section Engineer in performing said services and directly chargeable thereto. This shall include living and traveling expenses of employees of the Section Engineer in visiting the project site, attending conferences, and making other necessary trips.

In determining the value of the work performed by the Section Engineer prior to the Optional Termination Date, no consideration shall be given to anticipated profit which the Section Engineer would or might have made on the uncompleted portion of the work to have been performed pursuant to this Agreement.

The Section Engineer shall not receive any compensation for any work performed by the Section Engineer after the Optional Termination Date (or issuance of the written Notice of Termination from the Engineer) and any work performed shall be at the sole risk and expense of the Section Engineer.

Termination of this Agreement and payment of an amount in settlement as described in this Section shall extinguish all rights, duties, obligations and liabilities of the Authority and of the Section Engineer under this Agreement or otherwise, except for those rights, duties, obligations and liabilities set forth in Section 20 hereof, and this Agreement shall be of no further force and effect; however, such termination shall not act to release the Section Engineer from liability for any previous default either under this Agreement or under any standard of conduct set by common law or statute.

The Authority's rights and options to terminate this Agreement as provided in any Section or Sections of the Agreement shall be in addition to, and not in lieu of, any and all rights and privileges otherwise available in law or equity to the Authority by virtue of this Agreement or otherwise. Failure of the Authority to exercise any of said rights, privileges, or options to terminate this Agreement as provided in any Section or Sections of this Agreement shall not be deemed a waiver of any of said rights, privileges, or options otherwise available at law or equity with respect to any continuing or subsequent breaches of this Agreement or of any other standard of conduct set by common law or statute.

In addition to the foregoing rights and options to terminate this Agreement, the Authority may elect to suspend the work of the Section Engineer hereunder, but not

terminate this Agreement, by providing the Section Engineer with thirty (30) days prior written notice to that effect. Thereafter, the work may be reinstated and resumed in full force and effect upon receipt from the Authority of thirty (30) days prior written notice requesting same. The Section Engineer shall not be entitled to any damages or other compensation of any form in the event that the Authority exercises its rights to suspend the work pursuant to this paragraph provided, however, that the time limits set forth in Section 3 hereof shall be extended for a period of time determined by the Authority at its discretion to allow for said suspension of work.

9. Delays and Damages. The Section Engineer agrees that, except as provided in Section 6, no claims for damages or for other compensation shall be made by the Section Engineer for any delays or hindrances occurring during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be provided for by an extension of time for such reasonable periods as the Authority may decide. It is acknowledged, however, that permitting the Section Engineer to proceed to complete any services or any part of them either after the originally specified date for completion or the date for completion as may have been subsequently extended shall in no way operate as a waiver on the part of the Authority of any of its rights herein.

10. Inspection of Section Engineer's Books and Records. The Authority, or any duly authorized representative of the Authority, including the Consulting Engineers, the City, the County, and TxDOT, may at all reasonable times inspect and examine the books and records of the Section Engineer for the purpose of (a) checking the salary costs and other expenses described and/or contemplated by Sections 3, 5, 6 and 8 above or (b) otherwise confirming the Section Engineer's compliance with the terms of this Agreement.

The Section Engineer shall maintain said books and records and other evidence pertaining to costs, and shall make such materials available at its office during the term of this Agreement and for a period of three (3) years after the date of final payment hereunder.

11. Ownership of Plans. Notwithstanding any provision in this Agreement or in common law or statute to the contrary, all of the plans, tracings, estimates, specifications, computer records, discs and tapes, proposals, sketches, diagrams, charts, calculations, correspondence, memoranda, survey notes, and other data and materials, and any part thereof, compiled or to be compiled by or on behalf of the Section Engineer, together with all materials and data furnished to it by the Authority, shall at all times be and remain the property of the Authority and shall not be subject to any restriction or limitation on their further use by or on behalf of the Authority; and if at any time demand be made by the Authority for any of the above materials, records, and documents, whether after termination of this Agreement or otherwise, such shall be turned over to the Authority without delay. The Authority hereby grants the Section Engineer a revocable license to retain and utilize the plans, said license to terminate and expire upon the earlier to occur of (a) the completion of work described in this Agreement or (b) the termination of this Agreement, at which time the Section Engineer shall deliver to the Authority all such materials and documents prior to the issuance of final payment to the Section Engineer. If the Section Engineer desires later to use any of the data generated or obtained by it in connection with the Turnpike or of any portion of the plans, it shall secure the prior written approval of the Authority.

If for any reason the agreement of the Authority and the Section Engineer set forth in this Section 11 regarding the ownership of the plans and other work product is determined to be unenforceable, either in whole or in part, the Section Engineer hereby assigns and agrees to assign to the Authority all right, title and interest that Section Engineer may have or at any time acquire in said plans and other work product, without royalty, fee or other consideration of any sort, and without regard to whether the Agreement has terminated or remains in force.

Notwithstanding anything contained herein to the contrary, the Section Engineer shall have no liability for the use by the Authority of any work product generated by the Section Engineer under this Agreement on any project other than the 99 Expansion.

12. Personnel, Equipment and Material. The Section Engineer shall furnish and maintain at its own expense adequate and sufficient personnel and equipment, in the sole opinion of the Authority, to perform the engineering services when and as required and without delays. All persons in responsible charge of design, plan preparation, and related engineering work shall be licensed to practice professional engineering in the State of Texas and shall have been in the employ of the Section Engineer at least one (1) year prior to the written "Notice To Proceed".

All employees of the Section Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of the Section Engineer who, in the sole opinion of the Authority, is incompetent or by his/her work or conduct becomes detrimental to the services rendered hereunder, shall, upon request of the Authority, immediately be removed from association with work being performed for the Authority under this Agreement.

The Section Engineer represents that it currently has adequate qualified personnel in its employment for performance of the services required under this Agreement, or is able to obtain such personnel from sources other than the Texas Department of Transportation (the "Department"). The Section Engineer shall not, during the performance of these services, make an offer of employment to any person or persons in the employ of the Department without the prior written approval of the Executive Director of the Department.

Except as otherwise specified, the Section Engineer shall furnish all equipment, transportation, supplies, and materials required for its operation under this Agreement.

13. Independent Contractor. The Section Engineer shall be deemed to be and shall operate entirely as an independent contractor in the performance of the services rendered hereunder and shall indemnify and save harmless the Authority and the Consulting Engineers, their officers, directors, employees, consultants, agents, and representatives from any claims

or liabilities arising in any manner whatsoever from the Section Engineer's negligence or wrongful acts in performance of this Agreement, all as more particularly set forth in Section 20 hereof. The Section Engineer shall be responsible for obtaining all rights of entry and for taking all appropriate steps to ensure the safety of its employees and of the public in connection with its pursuit of the services provided under this Agreement. The Section Engineer shall not represent itself to any party as being an agent of the Authority or the Consulting Engineers.

14. Character of Employees. In the event the work or the conduct of any person or persons engaged by the Section Engineer becomes unsatisfactory in the opinion of the Authority or the Consulting Engineers, the Section Engineer agrees to immediately disassociate said person or persons from all work related to the 99 Expansion.

15. Subletting. The Section Engineer shall not sublet, assign, or transfer any part of the work or obligations included in this Agreement without the written approval of the Engineer, such approval to be granted or withheld at the Engineer's sole discretion. Responsibility for sublet, assigned, or transferred work shall remain with the Section Engineer.

16. Conferences. At the request of either the Authority or the Consulting Engineers, the Section Engineer shall provide appropriate personnel for conferences at its offices, or shall attend conferences at (a) the various offices of the Authority, (b) the Dallas area offices of the Consulting Engineers, (c) the Dallas area offices of Locke Purnell Rain Harrell (A Professional Corporation), the designated General Counsel of the Authority (the "General Counsel"), (d) the site of the 99 Expansion, or (e) any reasonably convenient location, and shall permit inspections of its services and work by the Authority, the Consulting Engineers, or others when requested by the Authority.

17. Appearance as Witness. If requested by the Authority, the Section Engineer shall prepare for and appear at conferences at the offices of the General Counsel and in court with reference to any pending or proposed litigation matter which pertains to its services or which in any way involves issues or information relating to or resulting from its work hereunder. Compensation for such conferences and for trial preparation and appearance in court by the Section Engineer shall be made in accordance with the provisions of Section 6 above.

18. Compliance with Laws. The Section Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, codes and regulations, and with the orders and decrees of any courts, administrative bodies, or tribunals in any matter affecting the performance under this Agreement, including, without limitation, workers' compensation laws, antidiscrimination laws, environmental laws, minimum and maximum salary and wage statutes and regulations, health and safety codes, licensing laws and regulations, Chapter 366 of the Texas Transportation Code, the statute pursuant to which the Authority was formed and operates (the "Turnpike Act"), and all amendments and modifications to any of the foregoing, if any. When required, the Section Engineer shall furnish the General Counsel with satisfactory proof of compliance with said laws, statutes, ordinances, rules, regulations, codes, orders, and decrees.

19. Insurance. Prior to beginning its services, the Section Engineer shall obtain and furnish certificates to the Authority for the following minimum amounts of insurance:

a. Workers' Compensation insurance in accordance with the laws of the State of Texas, and the employer's liability coverage with a limit of not less than \$500,000/\$500,000/\$500,000.

b. Commercial General Liability insurance with limits not less than \$1,000,000 combined single limit (CSL) for bodily injury and/or property damage on account of any one occurrence, with an aggregate limit of \$1,000,000.

c. Business Automobile Liability coverage applying to owned, non-owned, and hired automobiles in an amount no less than \$500,000 for bodily injury, including death, to any one person, and \$1,000,000 on account of any one occurrence and \$500,000 for property damage on account of any one occurrence. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered, and shall not exclude from the coverage of the policy any vehicle to be used in connection with the performance of the Section Engineer's obligations under this Agreement.

d. Valuable Papers insurance in an amount sufficient to assure the full restoration of any plans, drawings, field notes, logs, test reports, diaries, or other similar data or materials relating to the work covered by this Agreement in the event of their loss or destruction, until such time as the data and materials have been delivered to the Authority.

e. Architects' and/or Engineers' Professional Liability Insurance in the amounts normally carried for its own protection in the practice of providing design engineering services, but in no event less than \$2,000,000 per claim and aggregate.

f. General for All Insurance. The Section Engineer shall promptly, upon execution of this Agreement, furnish certificates of insurance to the Authority indicating compliance with the above requirements. Certificates shall indicate the name of insured, the name of insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.

All policies are to be written through companies licensed to transact that class of insurance in the State of Texas, rated with respect to the companies providing the insurance under Paragraphs (a) through (e) above, by A.M. Best Co. as "A minus X" or better. The Workers' Compensation policy shall be endorsed to reflect a waiver

of subrogation in favor of the Authority. The Commercial General Liability and Business Automobile policies shall be endorsed to reflect a waiver of subrogation in favor of the Authority; these policies also shall name the Authority as an additional insured.

Such insurance shall be maintained in full force and effect during the term of this Agreement or for such longer term as may be otherwise provided for hereunder. Insurance furnished under Paragraphs (b) and (c), above, shall name the Authority as additional insured and shall protect the Authority, its officers, employees, directors, agents, and representatives from claims for damages for bodily injury and death and for damages to property arising in any manner from the negligent or willful wrongful acts or failures to act by the Section Engineer, its officers, employees, directors, agents, and representatives in the performance of the services rendered under this Agreement. The certificates also shall indicate that the contractual liability assumed in Section 20, below, is included.

On all policies, the insurer shall certify that the aggregate amount shown on insurance limits is in full force and has not been diminished.

The insurance carrier shall include in each of the insurance policies required under Paragraphs (a) through (f) the following statement: "This policy shall not be canceled or materially changed during the period of coverage without at least thirty (30) days prior written notice addressed to the North Texas Tollway Authority, a regional tollway authority and a political subdivision of the State of Texas, P.O. Box 190369, Dallas, Texas 75219-0369, Attention: Insurance and Claims Manager."

20. Authority Indemnified. The Section Engineer shall indemnify and save harmless the Authority and its officers, directors, employees, agents, and consultants, including the Consulting Engineers, from any claims, costs, or liabilities of any type or nature, and by or to

any persons whomsoever, but only to the extent arising from the Section Engineer's negligent performance of the work to be accomplished under this Agreement, whether such claim or liability is based in contract, tort, or strict liability. In such event, the Section Engineer also shall indemnify and save harmless the Authority, its officers, directors, employees, agents, consultants, including the Consulting Engineers, from any and all expenses, including reasonable attorneys' fees, incurred by the Authority and the Consulting Engineers in litigating or otherwise resisting said claim or liabilities. In the event the Authority, its officers, directors, employees, agents, consultants, including the Consulting Engineers, is/are found to be partially at fault, the Section Engineer shall, nevertheless, indemnify the Authority, the Consulting Engineers, and/or its General Counsel from and against the expenses, claims, or liabilities relating to percentage of fault attributable to the Section Engineer, its employees, agents, or contractors, or to their conduct; provided, however, in the event the Consulting Engineers is also acting as a subconsultant to the Section Engineer and in that capacity is found to be at fault in any respect, the Section Engineer's obligation or liability to indemnify the Consulting Engineers shall not extend to that portion of such expenses, claims, or liabilities attributable to the percentage of fault assessed against the Consulting Engineers in such capacity.

In addition to all other rights provided in this Section 20, the Authority shall have the right to set off any amounts owed by the Section Engineer pursuant to the terms of this Agreement against any amounts owed by the Authority to the Section Engineer. The provisions of this Section 20 shall survive the termination of this Agreement, including a termination pursuant to Sections 3, 7, 8, 34, or 35 hereof.

21. Delivery of Notices, Etc. All written notices, demands, and other papers or documents to be delivered to the Authority under this Agreement shall be delivered to the North Texas Tollway Authority, 3015 Raleigh Street, P.O. Box 190369, Dallas, Texas 75219-0369, or at such other place or places as it may from time to time designate by written notice delivered to the Section Engineer. All written notices, demands, and other papers or

other documents to be delivered to the Consulting Engineers under this Agreement shall be delivered to the Consulting Engineers at 14114 Dallas Parkway, Suite 630, Dallas, Texas 75240, or at such other place or places as the Consulting Engineers may designate by written notice delivered to the Section Engineer. All written notices, demands, and other documents to be delivered to the Section Engineer under this Agreement shall be delivered to WSBC Civil Engineers, Inc., 1177 West Loop South, Suite 310, Houston, Texas 77027, or such other place as the Section Engineer may designate by written notice delivered to the Authority. All written notices, demands, and other papers or documents served upon the Authority, the Consulting Engineers, or the Section Engineer in the aforesaid manner shall be deemed served or delivered for all purposes hereunder either (a) three (3) days following the U.S. Postal Service's postmarked date if mailed or (b) immediately upon actual delivery or refusal of delivery if transmitted by courier or overnight delivery service.

22. Reports of Accidents, Etc. Within twenty-four (24) hours after the occurrence of any accident or other event which (a) results in, or might result in, injury to the person or property of any person or entity, (b) results from or involves any action or failure to act by the Section Engineer or any employee, agent, or contractor of the Section Engineer, and (c) arises in any manner from the performance of this Agreement, the Section Engineer shall send a written report of such accident or other event to the Authority, with a copy to the Consulting Engineers, setting forth a full and concise statement of the facts pertaining thereto. The Section Engineer immediately shall send the Authority and the Consulting Engineers a copy of any summons, subpoena, notice or other documents served upon the Section Engineer, its agents, employees, or representatives, or otherwise received by it or them, in connection with any matter which is or might come before any court, board, commission, or other tribunal, arising in any manner from the Section Engineer's performance of this Agreement.

23. Authority's Acts. Anything to be done under this Agreement by the Authority may be done by such persons, corporations, or firms as the Authority may designate, except as otherwise provided in this Agreement.

24. Limitations. Notwithstanding anything herein to the contrary, all covenants and obligations of the Authority under this Agreement shall be deemed to be valid covenants and obligations only to the extent authorized by the Turnpike Act and permitted by the laws and the Constitution of the State of Texas, and no officer, director, or employee of the Authority shall have any personal obligations or liability hereunder.

25. Captions Not a Part Hereof. The captions and headings of the several Sections, paragraphs, and divisions of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope of this Agreement or the scope or content of any of its Sections, paragraphs, divisions, or other provisions.

26. Controlling Law, Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The parties hereto acknowledge that venue is proper in Collin County, Texas, for all disputes arising hereunder and waive the right to sue or be sued elsewhere.

27. Authority. The Section Engineer has full power, capacity, authority, and legal right to execute and deliver this Agreement and to perform all obligations required of the Section Engineer set forth herein. If the Section Engineer is a corporation, it is duly organized, validly existing, in good standing, and qualified to do business under the laws of the State of Texas and the individual or individuals executing this Agreement on its behalf are fully authorized to do so without the necessity of any additional action by its board of directors, shareholders, or any other party. If the Section Engineer is a partnership, it is duly formed and qualified to do business under the laws of the State of Texas, and the individual or individuals executing this Agreement on its behalf are fully authorized to do so without the

necessity of any additional action by its partners or any other party. The execution, delivery, and performance by the Section Engineer of this Agreement shall neither conflict with any laws, statutes, regulations, or decisions affecting the Section Engineer nor breach any contractual covenants or restrictions between the Section Engineer and any other party.

The undersigned signatory or signatories for the Section Engineer hereby represent and warrant that each signatory is a fully authorized officer, partner or representative, as applicable, of the Section Engineer and that said signatory has full and complete authority to execute this Agreement on behalf of the Section Engineer. The Authority shall be relying on the assurances provided in this Section 27 in entering into this Agreement.

28. Waiver of Default or Remedy. Failure of the Authority to declare a default immediately upon its occurrence, or any delay by the Authority in taking any action in connection with a default, shall not constitute a waiver of the default, but the Authority shall have the right to declare the default at any time and take such action as is lawful or authorized under this Agreement. Pursuit of any one or more of the remedies set forth herein shall not preclude pursuit of any one or more of the other remedies provided elsewhere in this Agreement or provided by law. Payment by the Authority to the Section Engineer following a default hereunder shall not be construed as a waiver of such default.

29. Entire Agreement. It is expressly agreed by the Section Engineer, as a material consideration for the execution of this Agreement, that this Agreement, with the specific references to written extrinsic documents, is the entire agreement of the parties, that there are, and were, no oral representations, warranties, understandings, stipulations, agreement, or promises pertaining to this Agreement or the expressly mentioned extrinsic documents not incorporated in writing in this Agreement. The Authority and the Section Engineer agree that this Agreement may not be altered, waived, amended, or extended except by an instrument in writing signed by both the Authority and the Section Engineer.

30. Time of Essence. Time is of the essence in the performance of the provisions of this Agreement.

31. Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of said provision and of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law, unless such provision or the application of such provision is, in the sole determination of the Authority, essential to its rights hereunder, in which event the Authority may terminate this Agreement in accordance with the provisions of Section 8 hereof.

32. Successors. This Agreement shall be binding upon and inure to the benefit of the Authority, the Section Engineer, and their respective heirs, executors, administrators, successors, and permitted assigns.

33. Compliance with HUB Policy. The Section Engineer acknowledges that it has been furnished a copy of the Historically Underutilized Businesses Policy adopted by the Authority (the "HUB Policy") as set forth in the Authority's Resolution No. 13 pertaining to the use of underutilized businesses as subcontractors pursuant to this Agreement. The Section Engineer represents and warrants that it has reviewed and fully understands the HUB Policy and that it has used and will use all best efforts to comply with the goals thereof and shall perform this Agreement in compliance with said HUB Policy.

34. No Contingent Fees, etc.: The Section Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Section Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Section Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. In the event of a

breach or violation of this warranty, the Authority shall have the right to annul and terminate this Agreement without liability or, in its sole discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

35. Texas Franchise Tax Certification: The Section Engineer hereby certifies that it is not delinquent in its Texas franchise tax payments, or, alternatively, that it is exempt from, or not subject to, such tax. A false statement concerning the Section Engineer's franchise tax status shall constitute grounds for cancellation of this Agreement, at the sole option of the Authority.

36. Child Support Enforcement Certification: Under Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to: (a) receive payments from state funds under a contract to provide property, materials, or services; or (b) receive a state-funded grant or loan. To comply with Section 231.006, the person executing this Agreement on behalf of the Section Engineer hereby certifies that no sole proprietor or owner of twenty-five percent (25%) or greater interest in the Section Engineer is more than thirty (30) days delinquent in the payment of child support. The person signing this Agreement on behalf of the Section Engineer should make whatever inquiries and undertake such other due diligence as is necessary to become familiar with the facts that are the subject of the foregoing certification, and shall execute the form of Affidavit attached as Appendix "C" and made a part hereof for all purposes.

37. Sales and Use Taxes: The Section Engineer shall be responsible for the payment of all federal, state, local, and other taxes, impositions, and assessments imposed in connection with this Agreement, including without limitation all taxes imposed on


property, services, and other items required in connection with the Section Engineer's performance of this Agreement. The amount of payments to be made by the Authority to the Section Engineer as stated in this Agreement shall not be increased to cover any taxes, impositions, or assessments payable by the Section Engineer in connection with this Agreement. The Authority is a tax-exempt entity under Section 151.309 of the Texas Tax Code. The Section Engineer is solely responsible for determining if, under the Texas Tax Code, the Texas Administrative Code, or any other legal authority, any property or service purchased by the Section Engineer in connection with its performance of this Agreement is exempt from taxation.

38. Sole Benefit: This Agreement is entered into for the sole benefit of the Authority and the Section Engineer and, where permitted pursuant to Section 15 above, their respective successors and assigns. Nothing in this Agreement or in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, the public in general or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

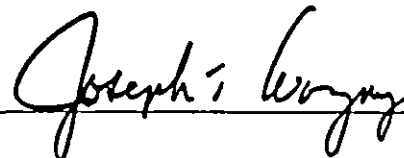
39. Interpretation: No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any arbitrator or any court or other governmental or judicial authority by reason of such party having or being deemed to have drafted, prepared, structured, or dictated such provision. The Authority and the Section Engineer are of equal bargaining position and have executed this Agreement of their own free wills after consulting with competent legal counsel, and both parties are fully informed of and familiar with its terms.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to duplicate counterparts hereof on the date first above written.

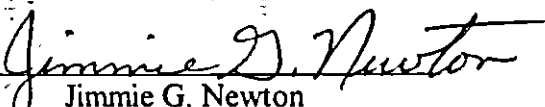
NORTH TEXAS TOLLWAY AUTHORITY

By: 
Jere W. Thompson, Jr.
Chairman

WSBC CIVIL ENGINEERS, INC.

By: 

ATTEST:


Jimmie G. Newton
Secretary

ATTEST:


Corporate Secretary

APPROVED AS TO FORM:

Locke Purnell Rain Harrell
(A Professional Corporation)


By: Frank E. Stevenson, II

General Counsel to the
North Texas Tollway Authority

APPENDIX A

NORTH TEXAS TOLLWAY AUTHORITY

SCOPE OF SERVICES FOR SECTION ENGINEER SERVICES

SECTIONS I AND II

FOR AN

EXPANSION AND ENLARGEMENT OF

OF THE

DALLAS NORTH TOLLWAY

DNT 363

APPENDIX A

1. GENERAL. All capitalized words used in this Appendix, unless otherwise defined herein, shall have the same meanings assigned to such words in the document titled North Texas Tollway Authority, Agreement for Section Engineer Services for an Expansion and Enlargement of the Dallas North Tollway, Sections I and II, and for the Expansion of Oak Lawn Avenue, of which this Appendix is a part, hereinafter referred to as the "Agreement".

In general, and except as may be modified herein or directed by the North Texas Tollway Authority, hereinafter referred to as the "Authority", engineering designs, plans and specifications, and construction procedures will follow the usual practices of the Texas Department of Transportation (TxDOT), hereinafter referred to as "TxDOT", for work of similar character and extent. In no way limiting the complete character of the services to be performed by the Section Engineer, the following is given as indicative of the extent of those services and of the procedures contemplated.

The services to be performed under the Agreement are those required for Sections I and II, hereinafter referred to as the "Section", of the Dallas North Tollway (the "DNT") and on Oak Lawn Avenue ("Oak Lawn"), a City street crossing beneath the DNT. The limits of construction work to be included in the Section are generally described in the following:

The DNT Expansion and Enlargement will begin at the south abutment of the bridge carrying the DNT over Knight Street and Maple Avenue, Station 66+75, and proceed southerly along and upon the DNT to the north end of DNT Bridge No. 5, southbound DNT Station 5+58.21, and the southbound DNT ramp to IH 35-E, DNT Bridge No. 2, Station 4+72.12. The DNT shall be designed generally as depicted in Exhibit I to the Agreement.

Plans, specifications, and estimates for the southbound DNT south of Station 5+58.21 and south of Station 4+72.12 of the southbound DNT ramp to IH 35-E, if required, shall be performed in accordance with provisions of Section 6 of the Agreement.

APPENDIX A

The Oak Lawn Expansion will begin at IH35-E, Station 10+00, and proceed easterly to Maple Avenue, Station 35+00. The Oak Lawn Expansion shall be designed generally as depicted in Exhibit 2 to the Agreement.

The Section Engineer shall perform all requisite engineering design services for the Section and an environmental assessment of the Oak Lawn Expansion. The Section Engineer shall be required to seal and sign, by an experienced professional engineer registered in the State of Texas, all designs and construction documents. Geotechnical data and recommendations will be provided by the Authority as set forth in Article 8 of this Appendix "A". The professional engineer reviewing, signing, and sealing the final plans shall be a permanent employee of the Section Engineer.

TxDOT design standards, typical sections, and standard specifications shall be utilized and/or modified by the Section Engineer, as may be appropriate for the DNT designs and construction.

TxDOT and/or City of Dallas standards and typical sections shall be utilized and/or modified by the Section Engineer as may be appropriate for the Oak Lawn designs and construction.

The Section Engineer shall develop its designs and plans to provide for the Section being constructed complete as a single construction contract. If the Authority determines that additional construction contracts are necessary, it shall be considered additional work beyond this Scope of Services and may be added in accordance with the provisions of Section 6 of the Agreement.

The following TxDOT manuals and standards shall be used in the design of the 99 Expansion. As a minimum, the work will be performed in accordance with the following manuals and standards:

- Standard Specifications for Construction of Highways, Streets and Bridges (1993 or 1995)
- Texas Manual of Uniform Traffic Control Devices

- Hydraulic Manual - Bridge Section, Design Division
- Operations and Procedures Manual - Design Division
- A Policy on Geometric Design of Highways and Streets - AASHTO
- Metrication Guide

2. TYPES OF SERVICES. The engineering services to be performed by the Section Engineer are those services which are necessary for the preparation of Schematics, environmental studies, public involvement, designs, engineering calculations, construction plans, specifications, special provisions, and other items of work related thereto, all of which are hereinafter referred to as the “Design Phase”. Services to be provided in the Design Phase shall include, but are not limited to, the general types and classifications listed in the following:

2.1 Prepare Schematics for the DNT and for Oak Lawn.

2.2 Perform environmental assessments.

2.3 Participate in and prepare exhibits for public involvement.

2.4 Make complete field surveys of existing conditions, including the location and identification of all existing public and private utilities, for use in design and quantity determinations as further described in subsection 5.4 of this Appendix A.

Any utility data required due to right-of-way changes, new utility installations, or utilities that must be relocated that have not previously been relocated by others, shall be obtained by the Section Engineer. In the event that utilities must be uncovered to obtain exact locations, extra compensation shall be provided in accordance with the provisions of Section 6 of the Agreement.

APPENDIX A

2.5 Prepare plans, in plan and profile views, of existing utilities for the Section that clearly illustrate the horizontal and vertical location of public and private utilities within the right-of-way of the 99 Expansion at the time of construction. Utility plans shall be developed at the same scale as roadway paving plans and shall include the location of utilities relocated in conjunction with the 99 Expansion.

Preparation or review of utility adjustment or relocation plans that may be required for the Section and which may be prepared by others are not included in this Scope of Services, but may be requested of the Section Engineer by the Authority in accordance with the provisions of Section 6 of the Agreement.

Prepare utility relocation plans and specifications for water lines and sanitary sewer lines for the City, if required to accommodate the construction to be designed under this Agreement. If design of utility adjustments is required, such designs shall be performed in accordance with the provisions of Section 6 of the Agreement. These plans, designs, and specifications shall conform to the practices of the City and/or TxDOT. The Section Engineer shall coordinate the design with each entity and obtain approvals prior to the inclusion in the project construction plans.

2.6 Prepare calculations, designs, plans, and specifications for the construction of the 99 Expansions, including grading, drainage, pavement, alternate design/bid items, and permanent pavement markings; roadway illumination; regulatory and informational signing; fiber optic infrastructure systems; guard fencing; structures; screen walls; various electrical conduit systems; traffic control; storm water pollution prevention plans (SW3P); and all incidentals as a function of the Scope of Services, all as more particularly described within this Section 2 of Appendix A.

All designs, plans, calculations, and specifications shall be signed by an engineer licensed in the State of Texas and a permanent, experienced employee of the Section Engineer.

APPENDIX A

2.7 Prepare preliminary and final designs, plans, and specifications for all sign construction required to regulate and direct traffic movements, in addition to informational signs as may be required by the Authority, TxDOT, and the City. Signs and sign supports for overhead and ground-mounted signs will be designed using the most recent Authority, TxDOT, or City standard designs and drawings and other standards that may be issued by the Authority.

Prepare preliminary and final designs, plans, and specifications for pavement marking for the Section and for the Oak Lawn Expansion for inclusion in the signing plans.

2.8 Prepare plans delineating a suggested sequence of construction, temporary signing, and traffic protection and detour plans and specifications to maintain traffic flow during construction of the Section.

Prepare traffic control plans, temporary signing, and traffic protection and detour plans and specifications to maintain traffic flow during construction of the Oak Lawn Expansion.

2.9 Coordinate and confer with the Authority and the City on matters concerning the type and location of conduits for signalization equipment, as may be required at City street intersections. This effort will be limited to conduits that cross beneath the DNT and/or City pavements and shall not include all conduits required for the signalization system. Signalization design is not a part of this Scope of Services.

2.10 Provide designs, plans, and specifications for right-of-way fencing and for protective guard fence along the top of the slopes, at power poles, lighting poles, retaining wall ends, culverts, sign poles and foundations, and other obvious hazards as may be required. Metal beam guard fence or concrete traffic barrier safety end treatments conforming to TxDOT standards shall be required at all locations. Continuous median barrier rail design is a part of this Scope of Services for the Section.

APPENDIX A

2.11 Provide designs and plans as required for the 99 Expansion outside shoulder or curb roadway lighting system which shall include tollway illumination, ramp illumination, ramp/street intersection illumination, and street illumination.

2.12 Prepare plans for the installation of a fiber optic infrastructure system. The fiber optic system generally will be composed of a six-conduit duct bank that will run parallel to and on each side of the DNT, across intersecting public streets, and crossing beneath DNT pavements and ramps normal to the DNT centerline in order to provide interconnectability as directed by the Engineer. The fiber optic system along, upon, or parallel to the DNT shall be shown in plan view only as a future fiber optic installation between the DNT pavements and the ramps depending upon terrain, such locations being determined finally by the Engineer. The selected routes and locations of both the parallel and transverse fiber optic infrastructure shall be shown in plan view only on the paving plans so that they may be installed in a timely manner during construction of the 99 Expansion. Additionally, all portions of the fiber optic system, as indicated on Exhibit 1, shall be shown in plan and profile relative to DNT pavements, ramps, streets, and other utilities as indicated on Exhibit 1. The standard designs for the fiber optic infrastructure system will be performed by others and will be provided to the Section Engineer. The Section Engineer shall provide for the installation of the fiber optic system within the Section construction plans and specifications in accordance with the standard details and specifications provided the Section Engineer at the location(s) shown on Exhibit 1, with final locations being determined by the Engineer. At this time, fiber optic manholes and handholes are not to be included in the final plans.

2.13 Prepare estimates of construction quantities and costs based on preliminary (intermediate) and final construction plans for the Section and the Oak Lawn Expansion including any alternate design/bids required by TxDOT.

2.14 Prepare preliminary and final drafts of Supplemental Specifications, Special Provisions, notices, proposal, quantities, estimates, and other information necessary for the preparation of construction contract documents including alternate bids.

APPENDIX A

TxDOT Standard Specifications will be incorporated into the construction contract; the Section Engineer shall modify the Standard Specifications to fit its designs, plans, and construction requirements.

Modifications to the Standard Specifications shall be made in WordPerfect 6.1/5.2 format. The Section Engineer will be required to furnish the Authority with a hard copy and a computer diskette of all specification revisions in WordPerfect 6.1/5.2 format.

2.15 Provide such additional design services as the Authority and TxDOT may determine to be necessary to provide complete construction plans and bidding documents under this Appendix A. If alternate designs are required, the Section Engineer will be compensated for such alternate designs in accordance with the provisions of Section 6 of the Agreement.

2.16 Provide assistance to and participation with the Authority during the bidding process.

2.17 The Section Engineer will not be required to review shop, erection, working, or other drawings.

2.18 Provide assistance to the Authority, the Construction Manager, and/or the Consulting Engineers in matters relating to the clarifications or supplementation of plans and specifications during the construction period for the Section. Compensation for such services shall be provided in accordance with the provisions of Section 6 of the Agreement.

2.19 The Section Engineer will not be required to develop designs and plans for trench safety. Requirements for trench safety will be the responsibility of the construction contractor.

APPENDIX A

2.20 Assist and advise the Authority and attend meetings as requested related to matters of engineering policy, coordination, community relations, and in the administration, planning, and design phase of the 99 Expansion and prepare a record of such activities.

2.21 Assist the Authority and TxDOT in the preparation of exhibits and other materials that may be desirable, and present engineering features to interested parties at public and community meetings describing the design of the project and its environmental impact.

3. CONTROL OF THE WORK. Exhibit 1 will be furnished to the Section Engineer by the Authority. Exhibit 1 depicts the proposed DNT ramp locations and tollway expansion in its entirety within the limits of the Section. Exhibit 2 has been prepared by TxDOT and depicts the Oak Lawn expansion in plan view. Additional criteria required for the Oak Lawn expansions shall be obtained by the Section Engineer from TxDOT and the City.

The construction plans prepared by the Section Engineer shall be based generally on the data and criteria contained in Exhibits 1 and 2 and designs required by the Authority, TxDOT, and the City. The Section Engineer shall adhere to the location and to all the principal features shown in Exhibits 1 and 2 to the extent found feasible, economic, and consistent with the terms of the Agreement and prudent engineering standards.

The grades and alignment shown on Exhibits 1 and 2 have not been established through precise geometric calculation. The Section Engineer shall determine the final grades and alignment based on field surveys and precise geometric calculations and, if these vary significantly from the information depicted on Exhibits 1 and 2, the Section Engineer shall notify the Authority, TxDOT, or the City of such variance.

APPENDIX A

The Section Engineer shall make every effort to improve the location and design features of the 99 Expansion where final designs indicate the desirability of improved or more economical design.

The Authority, TxDOT, and/or the City will, as the work progresses, modify or supplement the data shown on Exhibits 1 and 2, with drawings of typical or standard details, criteria or other instructions and guidance that are considered necessary for a coordinated design of the 99 Expansion.

The Section Engineer shall submit for review and shall participate in reviews of its engineering designs, plans, and specifications by and with the staffs of the Authority, the Consulting Engineers, TxDOT, and the City. The Consulting Engineers' review will consist of checking for and commenting on the format, adequacy, and economy of design and conformance with the DNT requirements, design criteria, master plans, standards, policies, specifications, and special provisions for the Section only. The Section Engineer solely shall be responsible for the accuracy of its respective engineering and technical work. Formal reviews shall occur at approximately 30 percent, 60 percent, and 90 percent completion of designs, plans, and specifications. Products submitted for such formal review shall include corresponding and complete Microstation CADD file tapes covering the work submitted for review.

All designs, plans, schedules, and progress shall be performed as required and shall be subject to the control, review, and approval of the Authority acting through its Consulting Engineers.

4. PROGRESS OF ENGINEERING WORK. Monthly reports of the progress of engineering work will be prepared by the Section Engineer in the form prescribed by the Authority and shall be submitted to the Authority through its Consulting Engineers as attachments to its monthly pay estimate requests.

5. SURVEYS FOR DESIGN

5.1 General. A fully controlled, referenced, and monumented traverse line and a calculated paper centerline of the 99 Expansion shall be established by the Section Engineer. Right-of-way surveys and location of property corners will be performed by the Surveyor. All available survey information will be furnished to the Section Engineer. It shall be the Section Engineer's responsibility to perform staking, make reference ties to the control traverse and benchmarks and perform all other surveys required for the design phase based on the baseline established by the Section Engineer.

5.2 Centerline Profiles. Centerline and baseline profiles shall be established by the Section Engineers.

5.3 Cross Sections. Cross sections shall be taken at right angles to the DNT and to Oak Lawn centerlines on tangent and on radial lines on the various curves. The cross sections shall be taken at a maximum spacing of twenty (20) meters and intermediate cross sections shall be taken as necessary to ensure adequate coverage for earthwork determination that the terrain may require. Cross sections shall be extended on either side of the DNT and Oak Lawn centerlines eight (8) meters beyond the right-of-way line, or further if necessary to include easements and additional width necessitated by drainage and/or other requirements.

Elevations of existing ground features shall be recorded to the nearest three (3) millimeters and shall be secured at each cross section, at twenty (20) meter stations, and at intermediate locations that the terrain may require. All survey data will be provided on electronic computer diskette or tape.

5.4 Topography. The Section Engineer, by field survey, shall develop those topographic maps required for the design phase. Topography shall include the location of all dwellings, buildings, sheds, fences, streams, roads, utilities, the outline of wooded or heavy brush areas, large ornamental trees, and any other pertinent items of culture within the right-of-way.

APPENDIX A

At water bodies, stream crossings, ravines, structure sites, interchanges, intersections, and similar areas to be developed, the Section Engineer shall, in addition to obtaining and identifying the pertinent items of culture previously described, obtain ground elevations sufficient on which to develop accurate designs. At stream crossings, high and low water elevations shall be indicated.

In addition to the above, all pertinent data which may influence or be necessary for design, including design of hydraulic structures, shall be obtained and recorded.

The Section Engineer shall contact representatives of all public and private utilities and shall locate all utilities of record and others which are apparent in the field. Locations both in plan and elevations shall be determined by the Section Engineer.

6. SURVEYS FOR RIGHT-OF-WAY

6.1 The Section Engineer shall identify any additional right-of-way required for the 99 Expansion, shall provide a dimensioned sketch of required additional right-of-way, and shall provide such sketches to the Authority and to the Surveyor.

6.2 Right-of-way surveys shall be made by the Surveyor under separate agreement with the Authority.

6.3 All survey and design data necessary for temporary and permanent easements for drainage, relocated roads, detours, streets, railroads, utilities, and all other features required for the construction shall be made by the Section Engineer. Temporary and permanent easements surveys, plats, legal description, and corner monumentation shall be performed by the Surveyor.

APPENDIX A

6.4 The Section Engineer will not be required to appraise, search title for, or negotiate for any right-of-way or easements required for the 99 Expansion. However, the Section Engineer may be required to provide engineering assistance in acquisition of right-of-way and to appear from time to time in right-of-way meetings or conferences with the Authority, the Consulting Engineers or the General Counsel, relating to right-of-way acquisition. No extra compensation will be due the Section Engineer for such assistance, except with respect to trial preparation or to the appearance of the Section Engineer as a witness in any court proceeding as provided in Section 17 of the Agreement.

6.5 The Section Engineer shall identify for the Authority all tracts of separate properties for which it requires property corners located. The Authority then will authorize the Surveyor to search the plat records, identify tract ownership, and locate and set property corners.

7. REMOVAL OF EXISTING STRUCTURES AND APPURTENANCES

The Authority, jointly with its General Counsel and appraisers, during its right-of-way negotiations, will attempt to agree with the owners as to the disposition of all buildings, structures, etc., within the right-of-way. The Authority will attempt to obtain information and agreements concerning these appurtenances, but the Section Engineer shall be required, whenever necessary, to contact the property owners and obtain any information that is needed in order that the construction plans and specifications fully describe the work to be done. When appurtenances to these buildings, such as water lines, sanitary and storm sewer lines, wells, springs, septic tanks, etc., will be covered, exposed or otherwise affected by or conflict with construction of the 99 Expansion, the construction plans shall show the necessary disposition of these items.

8. SOILS AND FOUNDATIONS

Geotechnical information for the Section will be developed by the Authority through the Geotechnical Engineer and will be furnished to the Section Engineer. If additional geotechnical information is required, it shall be furnished by the Authority. The Section Engineer shall choose and stake locations where it desires exploratory borings to be taken and shall advise the Authority of the scope of geotechnical engineering sampling, testing, and reports it desires.

9. PUBLIC AND PRIVATE UTILITY RELOCATIONS

9.1 Utility Location. The Section Engineer shall show on its plans the location, alignment, and grade of each public or private utility crossing, including both aerial and underground lines, giving the station, skew, elevations, owner, the type of line crossed, and all other pertinent data visible in the field or obtainable from local residents, records, and utility representatives. It is a requirement that the Section Engineer prepare and submit these plans as soon as possible after the complete execution of the Agreement so that all utility company relocations may be approved and relocated prior to awarding of the 99 Expansion construction contract.

9.2 Construction Procedure. In general, it is contemplated that the utility companies will prepare the necessary plans and estimates, complete the relocation of its facilities, and be reimbursed for this expense directly by the Authority, except as noted under subarticle 2.4 of this Appendix. Should this not prove feasible in certain cases, the Authority may direct or authorize the Section Engineer to prepare the designs, create the specifications, and prepare utility relocation or adjustment

plans and include such relocations in its construction plans, and the Section Engineer will be compensated therefor under separate agreement or under the provisions of Section 6 of the Agreement.

The utility companies may request the inclusion of their construction plans and specifications for the utility relocations in the plans and specifications issued by the Authority for construction of the 99 Expansion. If so, the Authority will require the Section Engineer to include such utility relocation plans, in logical numbered sequence, with the construction plans and specifications it is preparing and to tabulate utility quantities in the construction plan quantity summary and bidding documents. To include this work, the Section Engineer will be compensated under separate agreement or in accordance with the provisions of Section 6 of the Agreement.

9.3 Negotiations for Agreements. In addition to preparing the plans and data required under this Article, the Section Engineer shall be required to participate in negotiations with the utility companies for the maintenance, relocation, and restorations of all utilities.

10. SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES, AND PUBLIC INVOLVEMENT

10.1 The Section Engineer shall perform an Environmental Assessment anticipating a Finding of No Significant Impact for the 99 Expansion. An Environmental Report shall be written and published in draft and final form. The Environmental Report shall be issued in conformance with 43 Texas Administrative Code (TAC) 11.80-11.90, Code of Federal Regulations, Title 23, Part 771, and Highway Design Operations and Procedures Manual, Part II-B.

APPENDIX A

10.2 The Section Engineer shall assist TxDOT with public involvement meetings and/or hearings. The Section Engineer shall provide technical assistance to TxDOT in planning and preparation for such public meetings and hearings including preparing exhibits, and preparing and maintaining contact lists.

10.3 TxDOT will perform cultural resources surveys, complete the Federal Sections 106 process, and fulfill the requirements of the Texas Antiquities Code.

10.4 The Section Engineer shall conduct a noise analysis including predicted noise levels and the considerations and evaluation of noise mitigation, all in conformance with the TxDOT Noise Guidelines. The noise analysis report shall be included in the final Environment Assessment Report.

10.5 The Section Engineer shall conduct an air quality analysis in conformity with the TxDOT Air Quality Guidelines. The final Air Quality Report shall be included in the final Environmental Assessment Report.

10.6 The Section Engineer shall conduct a wetland survey and document whether wetlands, as legally defined, are present within the limits of the 99 Expansion. The results of the survey shall be included in the final Environmental Assessment Report.

10.7 The Section Engineer shall research and make a determination if there are potential federally listed endangered or threatened species that could be impacted by the 99 Expansion. The results of the determination shall be included in the final Environmental Assessment Report.

10.8 The Section Engineer shall conduct an Environmental Site Assessment for hazardous materials impact in accordance with ASTM 1528.93 (Transaction Screen Process). The results of the site assessment shall be included in the final Environmental Assessment Report.

APPENDIX A

10.9 Three (3) draft and twelve (12) final copies of the Environmental Assessment Report shall be published in conformance with the guidelines of FHWA Technical Advisory T 6640.8A. The report shall be provided on paper and on a formatted diskette compatible with TxDOT's software and hardware. Exhibits included in the report shall be no longer than 11" x 17", if possible.

11. PRELIMINARY DESIGN AND PRELIMINARY PLANS

Schematics will be prepared by the Section Engineer. The approved Schematics shall be used to develop the details of final design and construction plans, and these Schematics shall be prepared by the Section Engineer and submitted to the Authority and TxDOT for approval. Such drawings will include line and grade studies for roadway, and type, size, and locations studies for structures. Frequent plan development review with the Authority, TxDOT, and the City is a requirement of the Agreement.

12. PREPARATION OF CONSTRUCTION PLANS

12.1 Size of Drawings. Final construction plans shall be made or plotted in ink, smear resistant pencil, or by electrostatic means, on stable base polyester film. Dimensions of sheets, title blocks, and layout shall be as required by TxDOT. Plan preparation for the Section shall follow TxDOT standards.

12.2 Roadway Drawings. The scales used for the Oak Lawn Expansion for drawings shall be approved by TxDOT. The scales used for the Section shall be approved by the Authority.

12.3 Title Sheets. A title sheet shall be prepared by the Section Engineer to comply with TxDOT requirements.

12.4 Structures Drawings. The plans for bridge, drainage, and retaining wall structures shall be fully dimensioned and all elevations necessary for construction shall be shown. Scales used shall be as required by TxDOT. In steel construction, the sizes and overall dimensions of members; number and arrangement of bolts; maximum bolt spacing; size, number, and spacing of welds; and miscellaneous details necessary to control the preparation of the shop detail plans shall be shown. In concrete construction, the sizes, numbers, arrangements, bends, lengths, etc., of reinforcement as necessary for the preparation of shop bending diagrams and bar lists shall be shown.

12.5 Quantity Sheets. Checked quantities for each pay item of work included in the proposal form for each construction contract shall be tabulated on a general summary sheet. The general summary sheet or sheets shall conform to TxDOT standards. For bridge quantities, a list of the checked quantities for each structure shall be shown on a separate bridge quantity sheet. The quantities shall be listed separately for each substructure and superstructure element or other appropriate component part.

The Section Engineer shall prepare item summaries, to be included in the plans, for the various items of the construction contract. The items to be included in these summaries shall include, but not necessarily be limited to, pavement, curb, earthwork, guard fence including impact attenuators, subgrade base course, base, median/island/slope paving, concrete median barrier and traffic rail, pavement markings, regulatory and information signs, lighting, signal conduit, fiber optic infrastructure systems, utilities, toll collection electronics conduit, telecommunication conduit, etc. Each item summary shall be prepared in accordance with TxDOT requirements. Drainage quantities such as inlets, pipes and manholes shall be tabulated on separate sheets preceding the drainage plans. All quantities shall be summarized on the general summary sheet.

Estimates of construction cost shall be furnished for each construction contract and shall be submitted to the Authority prior to the opening of construction contract bids.

12.6 Design Computations. All design computations shall be neatly recorded on 8-1/2" x 11" computation sheets, fully titled, numbered, dated, signed by the maker, checked, and indexed.

APPENDIX A

A copy of these computations, fully checked, shall be submitted with the completed tracings. Pavement strength, type, and depth will be provided to the Section Engineer by the Authority, TxDOT, and the City.

12.7 Supplementary Plans. If the Section Engineer should be required to prepare any plans supplementary to the construction plans, necessary to control or assist in the construction, it will be compensated in accordance with the provisions of Section 6 of the Agreement.

12.8 Prints. All prints of plans necessary for the development of the bidding and final construction plans and specifications, including prints required to be submitted for the approval of the Authority, TxDOT, and the City shall be clear and legible and shall be furnished at the expense of the Section Engineer. Final plans, specifications, and contract documents for the bidding process shall be printed and dispersed by TxDOT.

12.9 Disposal of Tracings. The original tracings or photographic reproductions of the approved bidding and construction plans shall be delivered by the Section Engineer for approval by and for the use by the Authority. From these, the Authority will prepare and disperse all prints required for bidding and construction purposes. Upon completion of all work to be performed by the Section Engineer, all drawings, tracings, plans, calculations, estimates, specifications, and other items shall be delivered to the Authority in accordance with the provisions of Section 11 of the Agreement.

All electronic files and/or records developed for the 99 Expansion under the Agreement by the Section Engineer, to include CADD files and supporting documentation, will become the property of the Authority.

13. PREPARATION OF SUPPLEMENTARY SPECIFICATIONS, SPECIAL PROVISIONS, AND CONTRACT DOCUMENTS

The Section Engineer shall be required to furnish drafts of Special Specifications and Special Provisions for the construction contract which shall modify, augment, or delete the provisions of the Standard Specifications (TxDOT 1993 or 1995 Standard Specifications for Construction of Highways, Streets, and Bridges and Standard Specifications) in the manner that the Section Engineer believes is necessary or desirable with respect to a particular contract; these Special Specifications and Special Provisions shall be used to supplement the Standard Specifications of TxDOT to describe and provide control of the work of construction contractors. Drafts shall be typed on 8-1/2" x 11" bond paper ready for reproduction. The Section Engineer also shall furnish estimates, proposal quantities, and all other information and data required to complete the construction contract documents.

The Authority will print and publish the bid and construction documents for each construction contract.

14. ASSISTANCE DURING ADVERTISING AND AWARD OF CONSTRUCTION CONTRACT

The Section Engineer shall assist the Authority during the bidding process by attending the pre-bid conference.

15. ITEMS TO BE FURNISHED TO THE SECTION ENGINEER BY THE AUTHORITY

The following items will be supplied to the Section Engineer:

- a. Copies of Exhibits 1 and 2, design criteria, and scaled drawings of the preliminary plans and 99 Expansion.

APPENDIX A

- b. Copies of sample contract documents and other related items.
- c. Standard and sample forms for reports, estimates, and other items necessary for control of the work.
- d. Standard 22" x 34" reproducible tracings for items applicable to all sections of the DNT.
- e. Typical drawings for guidance of Section Engineers where similarity throughout the 99 Expansion is desirable.
- f. Special Provisions to TxDOT Standard Specifications which have been adopted for the Authority may be modified and supplemented by the Section Engineer to fit its design and construction requirements.

APPENDIX B

RATES EFFECTIVE JANUARY 1, 1998

POSITION	COMPENSATION RATES (Per hour)
Officer	\$ 69.25
Project Manager	\$ 63.73
Senior Engineer	\$ 45.39
Engineer	\$ 32.74
Technician	\$ 29.25
Clerical	\$ 20.98

Identify any additional disciplines anticipated for assignment on the 99 Expansion

Senior Structural Engineer	\$ 49.70
Senior Technician	\$ 48.50

**CHILD SUPPORT STATEMENT
FOR NEGOTIATED CONTRACTS AND GRANTS**

Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the business entity submitting the bid or application.

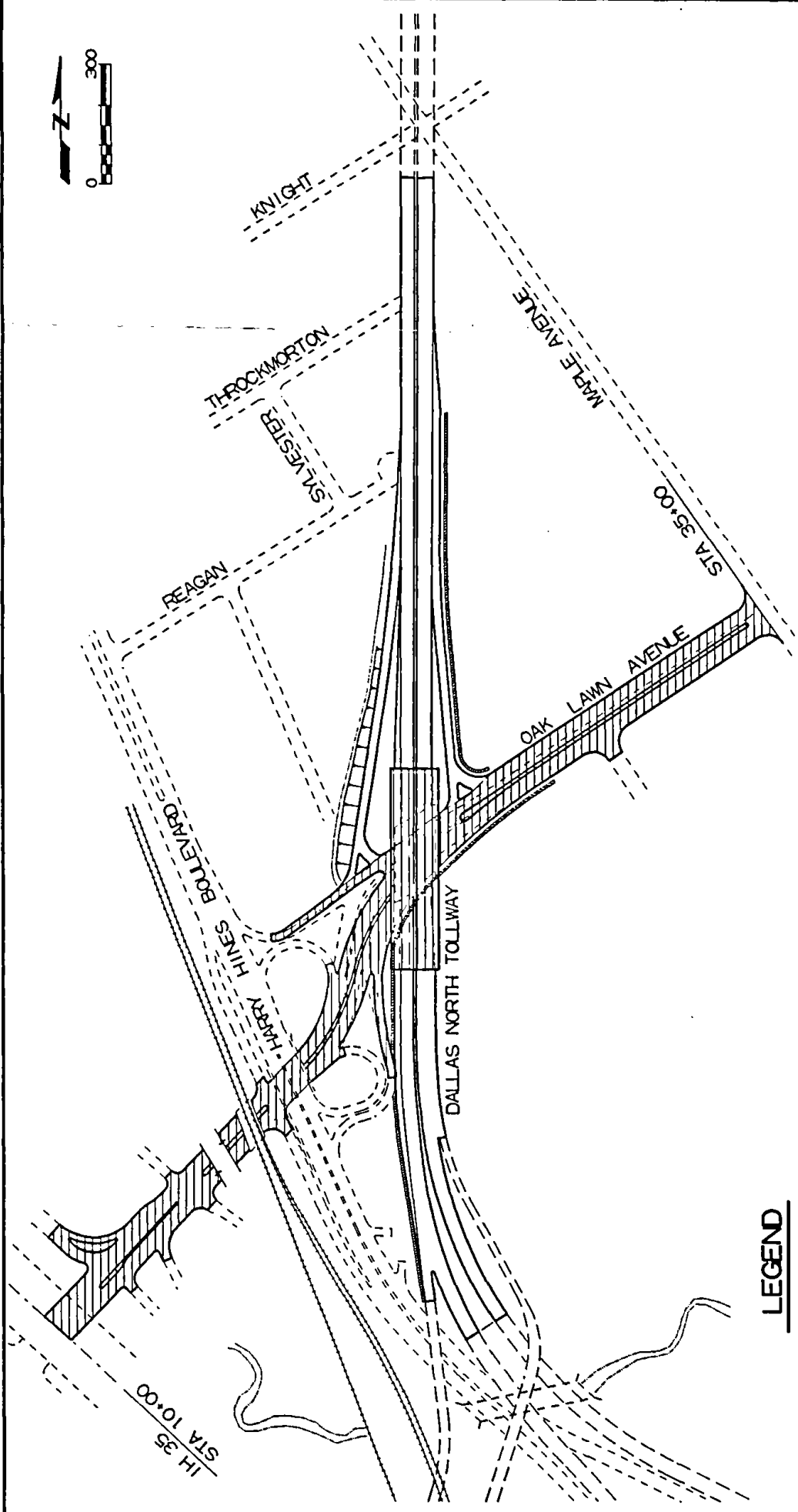
NONE

Section 231.006 Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner, with an ownership interest of at least 25 % is not eligible to receive payments from state funds under a contract to provide property, materials, or services or to receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 USC Section 601-617 and 651-669).

Joseph Wozny
3/16/98



LEGEND

- EXISTING
- PROPOSED IMPROVEMENTS
- RETAINING WALL

EXHIBIT 2

OAK LAWN AVENUE

TOTAL PROJECT LENGTH ≈ 2,500 FEET (762.00 METERS)

WSBC Civil Engineers, Inc.
 1177 West Loop South
 Suite 310
 Houston, Texas 77027
 PHONE: (713) 621-5653
 FAX: (713) 621-1138

WSBC
 CIVIL ENGINEERS, INC.

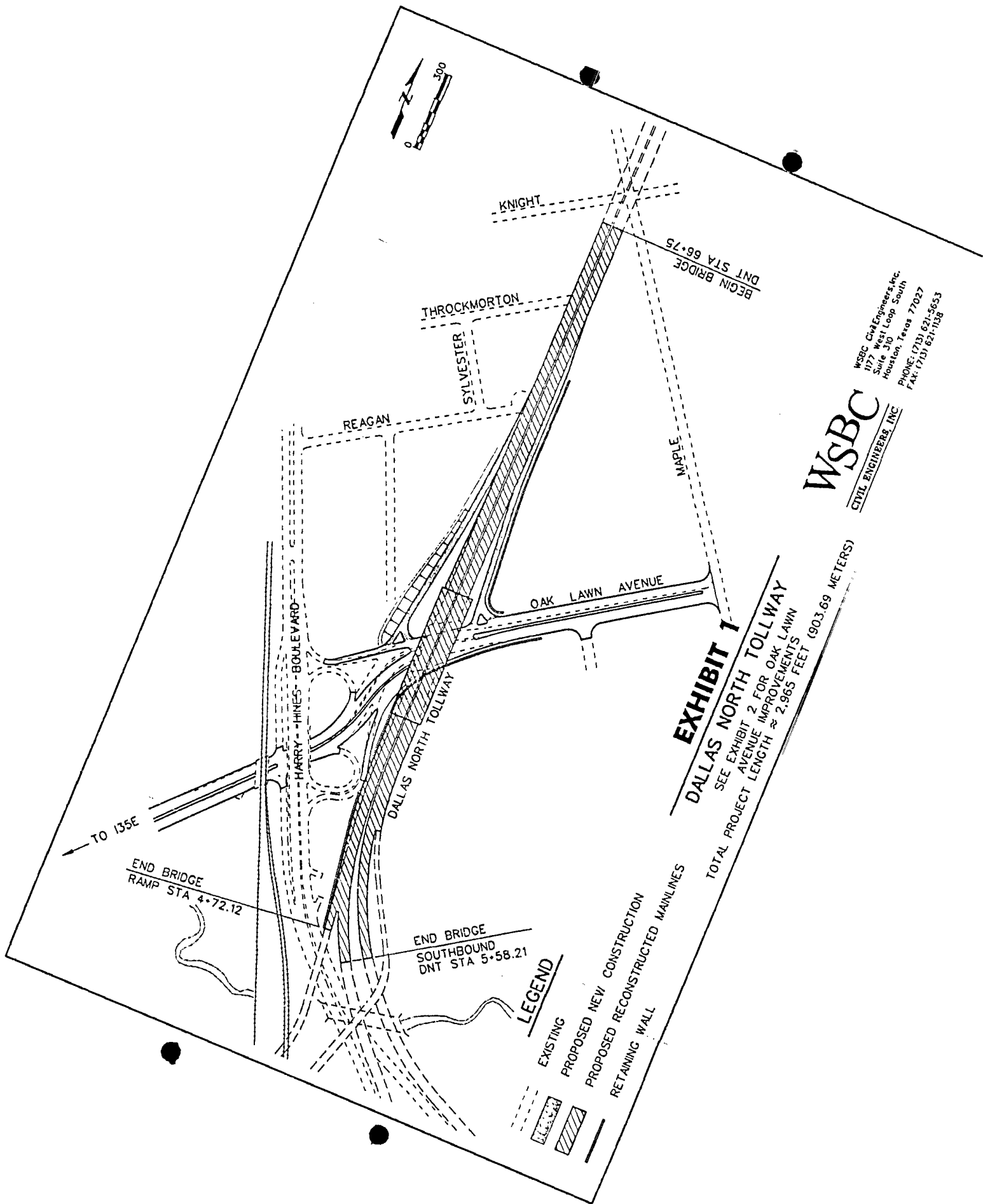


EXHIBIT 1
DALLAS NORTH TOLLWAY
SEE EXHIBIT 2 FOR OAK LAWN
AVENUE IMPROVEMENTS
TOTAL PROJECT LENGTH ≈ 2,965 FEET (903.69 METERS)

- LEGEND**
- EXISTING
 - PROPOSED NEW CONSTRUCTION
 - PROPOSED RECONSTRUCTED MAINLINES
 - RETAINING WALL

WSBC
CIVIL ENGINEERS, INC.
WSBC Civil Engineers, Inc.
1177 West Loop South
Houston, Texas 77027
PHONE: (713) 621-5653
FAX: (713) 621-1138