NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
March 9, 2021
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in regular session in the Commissioners Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Review and approval of minutes.

2. Hear County Auditor concerning invoices, bills, Quick Check Report, wire transfers and electronic payments submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.

3. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

CONSENT AGENDA

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.
(Items 4 – 17)

4. Discuss, consider and take appropriate action on a Line Item Transfer for Non-Departmental.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$3,230.00
To	0100-0409-004419	Property Insurance	$3,230.00

5. Discuss, consider, and take appropriate action on authorizing the disposal of various County vehicle and equipment assets through Auction including One (1) Chevy Malibu, Three (3) Chevy Tahoes, One (1) Dodge Caravan, One (1) Speed Awareness Trailer Radar, One (1) Chip Spreader, One (1) John Deere Loader, Two (2) Dura Patchers, One (1) Caterpillar Backhoe/Loader and One (1) Pressure Washer, pursuant to the Tx. Local Gov't Code 263.152.

6. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

7. Discuss, consider and take appropriate action on the 2020 Racial Profiling & Comprehensive Analysis Report from Williamson County Constable Pct. 4.

8. Discuss and acknowledge grant from TPWD for restoration of spring environs at Twin Spring Preserve.

9. Discuss and acknowledge grant submission to US Fish and Wildlife Service (Department of Interior) related to a planning process for likely amending/appending the Williamson County Regional Habitat Conservation Plan to cover six additional species.

10. Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, Morgan Spencer, to be designated as the Local Rabies Control Authority (LRCA) effective March 9, 2021 for the purposes of the Rabies Control Act of 1981.

11. Discuss, consider and take appropriate action on approving the quotation between Axon Enterprises and Williamson County for the purchase of taser cartridges in the amount of $8,000, pursuant to Texas Smart Buy contract # 680-A1, and authorizing execution of the quote.

12. Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Tom Stanfield, with general authority to approve invoices and change orders for the Child Advocacy Center Addition Project (P530) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

13. Discuss, consider, and take appropriate action on approving Work Authorization No. 5 for the Criminal Justice Center Court Build-Out (P515) in the amount of $40,247.00 to expire on November 30, 2021, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and Steinbomer & Associates, Architects, Inc., dated November 24, 2020.

14. Discuss, consider, and take appropriate action on accepting a report on the Williamson County River Ranch County Park Ph. 1 Project (P315); Prime Construction Deductive Change Order #11 in the amount of ($15,009.98) This change order is a deductive change for a credit for utilities. There is also an extension request for 7 weather days.

15. Discuss consider and take appropriate action on approving the services between Williamson County and Vaughn Construction to provide waterproofing services to the Williamson County ESOC building in the amount of $76,123.07 per the terms of Choice Partners Contract # 20/017MR-20 and by authorizing the execution of this contract.

16. Discuss, consider and take appropriate action on awarding IFB #T1386 Portland Cement to the only responsive bidder Martin Marietta.

17. Discuss, consider and take appropriate action on approval of the preliminary plat for the Bluffs on Clear Creek private subdivision – Precinct 2.

REGULAR AGENDA

18. Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (James B. Alexander) who passed away in Justice of the Peace, Pct. 2 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

19. Discuss and take appropriate action on proclaiming the month of March 2021 as Purchasing Month and recognizing the Purchasing Department as a recipient of the 2020 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

20. Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, as Lessor, and the Williamson County Children's Advocacy Center, Inc., as Lessee, for the commercial property located at 211 Commerce Blvd, Building A, Round Rock, Tx 78664, which will allow the Williamson County Children's Advocacy Center, Inc. to continue the public purpose use of providing a multidisciplinary response to allegations of child abuse to child victims in Williamson County during the construction and expansion of the current location that was leased by the Williamson County Children's Advocacy Center, Inc. at 1811 SE Inner Loop, Georgetown, TX 78626.

21. Discuss, consider and take appropriate action on an Agreement for Legal Assistant Services for the Williamson County Transformative Justice Program between Williamson County and Karen Calcagno-Miller ; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

22. Discuss, consider and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemptions as set forth under Texas Local Government Code §262.024.(a)(4), 262.024.(a)(7)(A) and 262.024.(a)(7)(D), for the one-time purchase of vehicle decals in the estimated amount of $26,785. (Forfeiture Funds)

23. Discuss, consider and take appropriate action on approving the purchase of ammunition in the amount of $122,172.98 from GT Distributors, Inc. pursuant to BuyBoard contract #603-20

24. Discuss, consider and take appropriate action on approving the agreement between Lexipol LLC and Williamson County for online subscription services in the amount of $17,165 and exempting this purchase from the competitive bidding requirement per Texas Local Government Code Discretionary Exemptions §262.024 (a)(7)(A) and authorizing the execution of the agreement.

25. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$13,250.57

26. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Maintennance	$13,250.57

27. Discuss, consider and take appropriate action on the effective date of May 28th, 2021 with a first pay date of June 18th, 2021 for the compensation changes related to Salary Study 3B as approved on the February 23rd, 2021 agenda.

28. Discuss, consider and take appropriate action on a line item transfer (as attached) for various departments as related to Salary Study 3B.

29. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Records Management/Preservation Fund for the County Clerk (Fund 0385).

Fiscal Impact

From/To	Acct No.	Description	Amount
	0385-0385-001100	Rcds Mgmt/Prsvtn CC/FT Salary	$1,345.42
	0385-0385-002010	Rcds Mgmt/Prsrvtn CC/FICA	$102.92
	0385-0385-002020	Rcds Mgmt/Prsvtn CC/Retirement	$195.89
	0385-0385-002050	Rcds Mgmt/Prsrvtn CC/Work Comp	$3.45

30. Discuss consider and take appropriate action on approving the service agreement between Williamson County and Motorola Solutions, Inc.to provide the replacement of an existing generator in the amount of $155,000.00 per the terms of DIR Contract #DIR-TSO-4101 and authorizing the execution of this agreement.

31. Discuss, consider and take appropriate action on rejecting bids submitted on IFB T3162 New and Latest Model 36' Gooseneck Trailer for the HazMat department and authorize the Purchasing Agent to advertise and receive sealed bids under the new IFB T3406.

32. Discuss, consider, and take appropriate action on ratifying the agreement between Williamson County and Belfor USA Group, Inc. to provide emergency response services to Williamson County Central Texas Treatment Center during the Central Texas Winter Storm in the amount of $129,681.39 per the terms of Buy Board #591-19 and authorizing the execution of this agreement.

33. Discuss, consider and take appropriate action on funding matters relating to Coronavirus Aid, Relief, and Economic Security (CARES) Act to include, but not be limited to hearing an update on the Wilco Forward grant program, setting budget priorities in relation to remaining CARES Act funds and possible future funding and allocation plans in relation to CARES Act funds.

34. Discuss, consider and take appropriate action on matters relating to Coronavirus (COVID-19) vaccinations in Williamson County, to include, but not be limited to hearing an update on administration of vaccines in Williamson County, coordination and programming of vaccination sites, locations and/or clinics, amending vaccination administration agreements with vaccination service providers Curative Medical Associates PA and Family Emergency Room, LLC and communication and outreach efforts regarding vaccinations.

35. Receive updates on the Department of Infrastructure projects and issues.

36. Discuss, consider and take appropriate action on awarding RFQ T2666 Ronald Reagan Corridor Section A, RM 2243/Leander Road to SH 29, to LJA Engineering, Inc for Engineering Services and authorizing the execution of the agreement.

37. Discuss, consider and take appropriate action on awarding RFQ T2666 Ronald Reagan Corridor Section C, FM 3405- RM 2338/Williams Drive, to Volkert, Inc. for Engineering Services and authorizing the execution of the agreement.

38. Discuss, consider and take appropriate action on awarding RFQ T2666 Ronald Reagan Corridor Section D, RM 2338/ Williams Dr. to HWY 195, to Rodriquez Transportation Group (RTG) for Engineering Services and authorizing the execution of the agreement.

39. Discuss, consider and take appropriate action on awarding RFQ T2666 Ronald Reagan Corridor Section E, SH 195- IH 35, to Pape-Dawson Engineers, Inc. for Engineering Services and authorizing the execution of the agreement.

40. Discuss, consider and take appropriate action on awarding RFQ T2444 CR 201 Phase 1 (CR 200- Umbrella Sky), to WSB & Associates dba WSB Engineers and Surveyors, Inc. for Engineering Services and authorizing the execution of the agreement.

41. Discuss, consider and take appropriate action on a possession and use agreement and grazing lease with J.A. Davidson, Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. for right of way needed on the Corridor C project (Parcel 11 Pats 2 & 3). Funding Source: Road Bonds P459

EXECUTIVE SESSION

"The Commissioners Court for Williamson County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultations with Attorney), 551.072 (Deliberations regarding Real Property), 551.073 (Deliberations regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations regarding Security Devices) and 551.087 (Deliberations regarding Economic Development Negotiations)."

42. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
v) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property

owned by the County

a) Discuss County owned real estate containing underground water rights and interests.

b) Potential governmental uses for 8th Street downtown parking lot

c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (formerly occupied by WCCHD)

d) Discuss property usage at Longhorn Junction

e) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

f) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

43. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty
l) Project Long Haul
m) Project Bon Jovi
n) Project Crystal
o) Project Link
p) Project Winston

44. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.), including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.

g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
i) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
j) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
k) Claim of Regina Wright.
l) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
m) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
n) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
o) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
p) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
q) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
r) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
s) Potential legal claims, demands and/or litigation against The Travelers Indemnity Company (Travelers).
t) Claim of the Estate of Okey Floyd Jones, Sr.
u) Claim, of Ramsey Mitchell.
v) Legal matters pertaining to TENEX Software Solutions, Inc.
w) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
x) Shamona Harris - EEOC Charge #451-2021-00812.
y) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
z) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
aa) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
bb) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

45. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

46. Discuss and take appropriate action concerning economic development.

47. Discuss and take appropriate action concerning real estate.

48. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a) Litigation or claims or potential litigation or claims against the County or by the County
b) Status Update-Pending Cases or Claims;
c) Employee/personnel related matters
d) Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
e) Civil Action No. 1:18-CV-49, Troy Mansfield v. Williamson County, In The United States District Court for the Western District of Texas, Austin Division.
f) Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas.
g) Civil Action No. 1:17-cv-01114-LY, Elizabeth Saucedo and Tettus Davis v. Jonathon Hodgkiss, In The United States District Court for the Western District of Texas, Austin Division.
h) Cause No. 1:18-CV-0198; Officer Mary Teague v. Williamson County, Travis County and City of Giddings, In the United States District Court for the Western District of Texas, Austin Division
i) D-1-GN-19-005511; Brian Johns v. Williamson County, Texas; In the 53rd Judicial District Court of Travis County, Texas
j) Civil Action No. 1:19-CV-1163; Amanda McCoy v. Williamson County, Texas et al., In the United States District Court for the Western District of Texas Austin Division.
k) Claim of Regina Wright.
l) Cause No. 19-0406-C368; Anthony Garcia and Victoria Garcia et al. v. Stephen Wade Freeman et al. v. Wayne Finch et al.; In the 368th District Court of Williamson County, Texas.
m) Case: 1:20-CV-255-LY; Jay Kreper v. Williamson County et al.; In the United States District Court for the Western District of Texas, Austin Division.
n) Case Number 1:20-cv-01068-LY*; Javier Ambler, Sr., et al. v. Williamson County, Texas*, , In the United States District Court for the Western District of Texas, Austin Division.
o) Case 1:20-cv-00927-LY; Heather Vargas v. Williamson County, Texas; In The United States District Court for the Western District Of Texas Austin Division.
p) Case No. 1:20-CV-00842; SonWest Co. v. J. TERRON EVERSTON, in his official capacity as Williamson County Engineer, et al.; In the United States District Court for the Western District of Texas, Austin Division.
q) Civil Action No. 1:20-cv-836; Elizabeth Firey v. Williamson County, In The United States District Court for the Western District Of Texas Austin Division.
r) Legal matters relating to Bailey Park Subdivision, Jarrell, Texas.
s) Potential legal claims, demands and/or litigation against The Travelers Indemnity

Company (Travelers).
t) Claim of the Estate of Okey Floyd Jones, Sr.
u) Claim, of Ramsey Mitchell.
v) Legal matters pertaining to TENEX Software Solutions, Inc.
w) Civil Action No. 1:21-CV-74; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District Of Texas, Austin Division.
x) Shamona Harris - EEOC Charge #451-2021-00812.
y) Legal matters and claims relating to the City of Austin purchasing property in Williamson County for purposes of operating temporary or permanent housing of homeless in Williamson County.
z) Notice of Charge of Discrimination - Bhavani Madisetti-Vemireddy TWCCRD Charge No.: 1A21443/EEOC Charge No.: 31C-2021-00348C.
aa) Civil Action No. 1:21-cv-00172-LY; Charles William Thornburg v. Williamson County, Texas; Robert Chody, et al.; In the United States District Court for the Western District Of Texas, Austin Division.
bb) Cause No. D-1-Gn-21-000215; Mohammad Mahmood v. Williamson County Constable Office; In the 353rd Judicial District of Travis County, Texas.

49. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.

50. Comments from Commissioners.

_____
Bill Gravell, Jr., County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the 5th day of March 2021 at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 03/09/2021

Line Item Transfer

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a Line Item Transfer for Non-Departmental.

Background

This transfer will cover the amendment of our property insurance coverage/policy with Travelers to include the addition of two improvements, the north side pavilion and concession stand, at the Expo Center.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0409-004998	Contingencies	$3,230.00
To	0100-0409-004419	Property Insurance	$3,230.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	03/03/2021 03:39 PM
Budget Office	Ashlie Koenig	03/04/2021 12:05 PM
Form Started By: Melissa Goins		Started On: 03/03/2021 08:46 AM
Final Approval Date: 03/04/2021		

Commissioners Court - Regular Session **5.**

Meeting Date: 03/09/2021

V/E Assets for Auction 3.9.2021

Submitted For: Randy Barker **Submitted By:** Mary Watson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various County vehicle and equipment assets through Auction including One (1) Chevy Malibu, Three (3) Chevy Tahoes, One (1) Dodge Caravan, One (1) Speed Awareness Trailer Radar, One (1) Chip Spreader, One (1) John Deere Loader, Two (2) Dura Patchers, One (1) Caterpillar Backhoe/Loader and One (1) Pressure Washer, pursuant to the Tx. Local Gov't Code 263.152.

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

V/E Assets for Auction 3.9.21

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:43 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:19 AM
Form Started By: Mary Watson		Started On: 03/01/2021 11:32 AM
Final Approval Date: 03/04/2021		

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	341 - Mobile Outreach
County VIN/Serial Number	1G1ZS58N07F304363
Equipment/Door Number	MA0748
License Plate	1194168
Year	2007
Make	Chevrolet
Model	Malibu
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeanne Williby 2/24/2021 10:21 AM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 7:23 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 8:13 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/25/2021 8:22 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/25/2021 8:31 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	1P91510138G301150
Equipment/Door Number	2611
License Plate	981909
Year	2008
Make	Precision Solar Controls Inc
Model	Speed Awarness Trailer Radar
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/24/2021 4:25 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 11:22 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 12:02 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/25/2021 3:47 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/25/2021 4:03 PM

Vehicle Status Change

Reason for Status Change	NOT MECHANICALLY SOUND
Department	210 - Unified Road Systems
County VIN/Serial Number	1GNNLC2E08ER214771
Equipment/Door Number	UBS1417
License Plate	1175625
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	mechanical issues
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/24/2021 4:27 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Needs extensive repairs to rear differntial
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 11:25 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 11:53 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/25/2021 3:45 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/25/2021 3:56 PM

Vehicle Status Change

Reason for Status Change	HIGH MILEAGE
Department	570 - Jail
County VIN/Serial Number	2C4RDGBG8ER292198
Equipment/Door Number	SC1491
License Plate	1183440
Year	2014
Make	Dodge
Model	Caravan
Comments (mileage, mechanical issues, other info)	158,785 mi. and transmission replacement needed
Elected Official/Department Head/Authorized Staff Digital Signature	✗
Receiving Department Signature	✗
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 2/25/2021 3:58 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✓ Malea Schmitt 2/25/2021 4:11 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✓ Anabel Macias 2/26/2021 7:49 AM
Purchasing Department Signature Acknowledgement	✓ Mary Watson 2/26/2021 7:55 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	K5807
Equipment/Door Number	UG0172
License Plate	N/A
Year	2001
Make	Etnyre
Model	2WD Chip Spreader
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/24/2021 4:24 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 11:20 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 12:17 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/25/2021 3:54 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/25/2021 4:07 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	DW544HX589040
Equipment/Door Number	UWL0451
License Plate	N/A
Year	2004
Make	John Deere
Model	544H Rubber Tire Loader
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/24/2021 4:21 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 11:15 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 12:32 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/25/2021 4:02 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/25/2021 4:14 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	14099
Equipment/Door Number	UF0504
License Plate	9062334
Year	2005
Make	Dura Patcher
Model	125DJT
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/24/2021 4:28 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 2:23 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 2:26 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/25/2021 4:14 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/25/2021 4:19 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	CAT0416ELSHA00222
Equipment/Door Number	UBL0606
License Plate	N/A
Year	2006
Make	Caterpillar
Model	416E Backhoe Loader
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/24/2021 4:22 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 11:18 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 12:23 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/25/2021 3:59 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/25/2021 4:11 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	14392
Equipment/Door Number	UF0801
License Plate	9065125
Year	2008
Make	Dura Patcher
Model	125DJT
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/24/2021 4:31 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 2:24 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 2:42 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/26/2021 7:46 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/26/2021 7:51 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	210 - Unified Road Systems
County VIN/Serial Number	265017
Equipment/Door Number	UPW1243
License Plate	N/A
Year	2012
Make	Alkota
Model	4255XV4 Pressure Washer
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Jeff Ivey 2/24/2021 4:18 PM
Receiving Department Signature	✘
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 2/25/2021 11:13 AM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 2/25/2021 12:35 PM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 2/25/2021 4:11 PM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 2/25/2021 4:17 PM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E0XER210642
Equipment/Door Number	SB1427
License Plate	1183361
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	102,287 mi. Breast Cancer/Pink wrapped Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/1/2021 4:50 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/1/2021 4:04 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	N/A
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/2/2021 7:57 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/2/2021 7:26 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/2/2021 8:38 AM

Vehicle Status Change

Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Department	560 - Sheriffs Office
County VIN/Serial Number	1GNLC2E03ER214354
Equipment/Door Number	SB1423
License Plate	1175661
Year	2014
Make	Chevrolet
Model	Tahoe
Comments (mileage, mechanical issues, other info)	115,720 mi. Military/Veterans wrapped Tahoe
Elected Official/Department Head/Authorized Staff Digital Signature	✔ Pat Erickson 3/1/2021 3:47 PM
Receiving Department Signature	✖
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 3/1/2021 4:03 PM
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	Confirmed
Authorizing HR Employee Digital Signature	✔ Malea Schmitt 3/2/2021 7:55 AM
Title Approved for (Audit)	No change needed; current title is still valid
Auditor's Authorized Employee Digital Signature	✔ Anabel Macias 3/2/2021 7:33 AM
Purchasing Department Signature Acknowledgement	✔ Mary Watson 3/2/2021 8:44 AM

Commissioners Court - Regular Session **6.**

Meeting Date: 03/09/2021

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes and any corresponding line item transfers.

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Rebecca Clemons	03/04/2021 08:17 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:32 AM
Form Started By: Kayla Marek		Started On: 03/04/2021 08:11 AM
Final Approval Date: 03/04/2021		

Organization	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
JJAEP - Tier II	PT Juv Supervision Offcr I.9936.001101.	14124	$33,612.80	0.60%	$200.00	MERIT	5-Mar-21
Juvenile Grant	Juv Super Offcr I Grant.1043.001100.	14859	$37,995.32	0.53%	$200.00	MERIT	5-Mar-21
Juvenile Grant	Juv Supervision Offcr I.1027.001100.	15196	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Grant	Juv Super Offcr I Grant.1045.001100.	15456	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1088.001100.	10900	$46,765.87	0.43%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1134.001100.	15301	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1115.001100.	14743	$37,995.32	0.53%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1128.001100.	13586	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr II.1096.001100.	13537	$41,945.72	0.48%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1120.001100.	5580	$46,127.72	0.43%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1106.001100.	14200	$38,755.23	0.52%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1117.001100.	15414	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1127.001100.	13976	$40,317.12	0.50%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1083.001100.	13550	$40,332.45	0.50%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1066.001100.	14199	$38,937.60	0.51%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1107.001100.	15300	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1067.001100.	10863	$45,866.50	0.44%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Facility Supervisor.1139.001100.	14392	$49,750.60	0.40%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1072.001100.	15455	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr II.1097.001100.	15159	$39,499.99	0.51%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Facility Supervisor.1178.001100.	13886	$49,253.28	0.41%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr II.1084.001100.	15111	$38,759.01	0.52%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1116.001100.	15458	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1130.001100.	15304	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1123.001100.	15158	$36,899.28	0.54%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr II.1095.001100.	12019	$46,765.87	0.43%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr II.1118.001100.	15399	$39,499.99	0.51%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1076.001100.	15084	$37,995.32	0.53%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Facility Supervisor.1101.001100.	11912	$52,992.28	0.38%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr II.1094.001100.	13525	$41,945.72	0.48%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Facility Supervisor.1137.001100.	12245	$50,459.41	0.40%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1121.001100.	15551	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21

Organization	Position	Emp Num	Current Annual Salary	Merit%	Lumpsum Merit	Pay Proposal Reason	Effective Date of Change
Juvenile Services	Juv Facility Supervisor.1098.001100.	14850	$49,500.01	0.40%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr II.1093.001100.	11469	$48,447.90	0.41%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Facility Supervisor.1138.001100.	14798	$49,253.28	0.41%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1071.001100.	15459	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1742.001100.	15023	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21
Juvenile Services	Nurse Supervisor.1170.001100.	15431	$60,291.09	0.33%	$200.00	MERIT	5-Mar-21
Juvenile Services	Juv Supervision Offcr I.1074.001100.	15362	$36,533.95	0.55%	$200.00	MERIT	5-Mar-21

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0571	0571	001100	200.00	
01	0571	0571	001130		200.00
01	0100	0576	001100	7,600.00	
01	0100	0576	001130		7,600.00

Commissioners Court - Regular Session **7.**

Meeting Date: 03/09/2021

Constable Pct. 4 2020 Racial Profiling & Comprehensive Analysis Report

Submitted By: Brian Olson, Constable Pct. #4

Department: Constable Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the 2020 Racial Profiling & Comprehensive Analysis Report from Williamson County Constable Pct. 4.

Background

The Texas Code of Criminal Procedure requires that each year every law enforcement agency in Texas shall submit a report containing the racial profiling incident-based statistical data compiled during the previous calendar year to the Texas Commission on Law Enforcement and to the governing body served by the agency.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2020 Racial Profiling Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:20 AM
Form Started By: Brian Olson		Started On: 03/04/2021 10:42 AM
Final Approval Date: 03/04/2021		

Racial Profiling Report | Full

Agency Name: WILLIAMSON CO. CONST. PCT. 4
Reporting Date: 02/25/2021
TCOLE Agency Number: 491104

Chief Administrator: PAUL L. LEAL

Agency Contact Information:
Phone: (512) 352-4181
Email: paul.leal@wilco.org

Mailing Address:
412 Vance Street, Ste 3
TAYLOR, TX 76574

This Agency filed a full report

WILLIAMSON CO. CONST. PCT. 4 has adopted a detailed written policy on racial profiling. Our policy:

1) clearly defines acts constituting racial profiling;

2) strictly prohibits peace officers employed by the WILLIAMSON CO. CONST. PCT. 4 from engaging in racial profiling;

3) implements a process by which an individual may file a complaint with the WILLIAMSON CO. CONST. PCT. 4 if the individual believes that a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 has engaged in racial profiling with respect to the individual;

4) provides public education relating to the agency's complaint process;

5) requires appropriate corrective action to be taken against a peace officer employed by the WILLIAMSON CO. CONST. PCT. 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the WILLIAMSON CO. CONST. PCT. 4 policy;

6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
a. the race or ethnicity of the individual detained;
b. whether a search was conducted and, if so, whether the individual detained consented to the search;
c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
d. whether the peace officer used physical force that resulted in bodily injury during the stop;
e. the location of the stop;
f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
a. the Commission on Law Enforcement; and
b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The WILLIAMSON CO. CONST. PCT. 4 has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Brian Olson
Chief Deputy

Date: 02/25/2021

Total stops: 358

Street address or approximate location of the stop	
City street	141
US highway	98
County road	50
State highway	68
Private property or other	1
Was race or ethnicity known prior to stop?	
Yes	4
No	354
Race / Ethnicity	
Alaska Native / American Indian	0
Asian / Pacific Islander	9
Black	37
White	215
Hispanic / Latino	97
Gender	
Female	**147**
Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	12
White	101
Hispanic / Latino	30
Male	**211**
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	25
White	114
Hispanic / Latino	67
Reason for stop?	
Violation of law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	0
Preexisting knowledge	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Moving traffic violation	**336**
Alaska Native / American Indian	0
Asian / Pacific Islander	9
Black	32
White	208
Hispanic / Latino	87
Vehicle traffic violation	**22**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	7
Hispanic / Latino	10

Was a search conducted?

Yes	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
No	**357**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Reason for Search?

Consent	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0

Hispanic / Latino	0
Contraband	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Probable	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Inventory	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Incident to arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was Contraband discovered?

		Did the finding result in arrest? (total should equal previous column)	
Yes	**0**		
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	0	Yes 0	No 0
White	0	Yes 0	No 0
Hispanic / Latino	0	Yes 0	No 0
No	**1**		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	0		
Hispanic / Latino	0		

Description of contraband	
Drugs	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Weapons	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Stolen property	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Result of the stop	
Verbal warning	**319**

Alaska Native / American Indian	0
Asian / Pacific Islander	9
Black	32
White	200
Hispanic / Latino	78
Written warning	**1**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Citation	**38**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	15
Hispanic / Latino	19
Written warning and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on

Violation of Penal Code	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	0
Hispanic / Latino	0
Violation of Traffic Law	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Yes	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
No	**0**
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Number of complaints of racial profiling

Total	**0**
Resulted in disciplinary action	**0**
Did not result in disciplinary action	**0**

Submitted electronically to the



The Texas Commission on Law Enforcement

WILLIAMSON COUNTY CONSTABLE PCT 4
2020 RACIAL PROFILING COMPREHENSIVE ANALYSIS REPORT

01.	**Total Traffic Stops**		358		
02.	**Location of Stop**				
	a.	City Street	141	39.39%	
	b.	US Highway	98	27.37%	
	c.	County Road	50	13.97%	
	d.	State Highway	68	18.99%	
	e.	Private Property or Other	1	0.28%	
		02. Total	358		
03.	**Was Race known prior to Stop**				
	a.	No	354	98.88%	
	b.	Yes	4	1.12%	
		03. Total	358		
04.	**Race or Ethnicity**				
	a.	Alaska / Native American Indian	0	0.00%	
	b.	Asian / Pacific Islander	9	2.51%	
	c.	Black	37	10.34%	
	d.	White	215	60.06%	
	e.	Hispanic / Latino	97	27.09%	
		04. Total	358		
05.	**Gender:**				
	a.	Female	147	41.06%	
		1. Alaska / Native American Indian		0	0.00%
		2. Asian / Pacific Islander		4	2.72%
		3. Black		12	8.16%
		4. White		101	68.71%
		5. Hispanic / Latino		30	20.41%
	b.	Male	211	58.94%	
		1. Alaska / Native American Indian		0	0.00%
		2. Asian / Pacific Islander		5	2.37%
		3. Black		25	11.85%
		4. White		114	54.03%
		5. Hispanic / Latino		67	31.75%
		05. Total	358	358	

06.	**Reason for Stop:**			
a.	Violation of Law	0	0.00%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		0	0.00%
	5. Hispanic / Latino		0	0.00%
b.	Pre-Existing Knowledge	0	0.00%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		0	0.00%
	5. Hispanic / Latino		0	0.00%
c.	Moving Traffic Violation	336	93.85%	
	1. Alaska / Native American/ Indian		0	0.00%
	2. Asian / Pacific Islander		9	2.68%
	3. Black		32	9.52%
	4. White		208	61.90%
	5. Hispanic / Latino		87	25.89%
d.	Vehicle Traffic Violation	22	6.15%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		5	22.73%
	4. White		7	31.82%
	5. Hispanic / Latino		10	45.45%
	06. Total	358	358	

07.	**Was a Search Conducted**			
a.	No	357	99.72%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		0	0.00%
	5. Hispanic / Latino		0	0.00%
b.	Yes	1	0.28%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		1	100.00%
	4. White		0	0.00%
	5. Hispanic / Latino		0	0.00%
	07. Total	358	1	

08. Reason for Search

a. Consent	1	0.28%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		1	100.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
b. Contraband in Plain View	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
c. Probable Cause	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
d. Inventory	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
e. Incident to Arrest	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
08. Total	1	1	

09. Was Contraband Discovered

a. Yes	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
b. No	1	0.28%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		1	100.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
09. Total	1	1	

10. Description of Contraband

a. Drugs	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
b. Currency	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
c. Weapons	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
d. Alcohol	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
e. Stolen Property	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
f. Other	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
10. Total	0	0	

11. Result of Stop

a.	Verbal Warning	319	89.11%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		9	2.82%
	3. Black		32	10.03%
	4. White		200	62.70%
	5. Hispanic / Latino		78	24.45%
b.	Written Warning	1	0.28%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		1	100.00%
	4. White		0	0.00%
	5. Hispanic / Latino		0	0.00%
c.	Citation	38	10.61%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		4	10.53%
	4. White		15	39.47%
	5. Hispanic / Latino		19	50.00%
d.	Written Warning and Arrest	0	0.00%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		0	0.00%
	5. Hispanic / Latino		0	0.00%
e.	Citation and Arrest	0	0.00%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		0	0.00%
	5. Hispanic / Latino		0	0.00%
f.	Arrest	0	0.00%	
	1. Alaska / Native American Indian		0	0.00%
	2. Asian / Pacific Islander		0	0.00%
	3. Black		0	0.00%
	4. White		0	0.00%
	5. Hispanic / Latino		0	0.00%
	11. Total	358	358	

12. Arrest Based On

a. Violation of Penal Code	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
b. Violation of Traffic Law	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
c. Violation of City Ordinance	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
d. Outstanding Warrant	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
12. Total	0	0	

13. Was Physical Force Used

a. No	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
b. Yes	0	0.00%	
1. Alaska / Native American Indian		0	0.00%
2. Asian / Pacific Islander		0	0.00%
3. Black		0	0.00%
4. White		0	0.00%
5. Hispanic / Latino		0	0.00%
13. Total	0	0	

13 b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	0.00%
13 b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
13 b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received 0

Commissioners Court - Regular Session **8.**

Meeting Date: 03/09/2021

WCCF grant from TPWD - spring restoration

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss and acknowledge grant from TPWD for restoration of spring environs at Twin Spring Preserve.

Background

This agenda item comes to Commissioners Court for acknowledgement. The grant is entitled "Restoration of spring habitat occupied by federally threatened Salado salamanders (*Eurycea chisholmensis*)." The reimbursable amount of the grant shall not exceed $30,645.00 with the minimum match requirement of $10,215.00. All funds for the match will derive from the Williamson County Conservation Foundation (WCCF) corpus. The application for and funding amount has been approved by the WCCF Board.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TPWD - WCCF MoA - Twin Springs

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:30 AM
Form Started By: Gary Boyd		Started On: 03/04/2021 06:59 AM
Final Approval Date: 03/04/2021		

TPWD Contract Number: _____
WCCF Contract Number: _____
CFDA Number: 15.615

MEMORANDUM OF AGREEMENT
between
TEXAS PARKS & WILDLIFE DEPARTMENT
and
WILLIAMSON COUNTY CONSERVATION FOUNDATION

This Memorandum of Agreement is made and entered into by and between Texas Parks and Wildlife Department, hereinafter referred to as "TPWD", and Williamson County Conservation Foundation, hereinafter referred to as "WCCF" a non-profit 501(c)(3) organization, under the authority granted by Texas Parks and Wildlife Code, Section 11.0171(a)(1)(C).

I. CONTRACTING PARTIES:

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)

The Performing Entity: Williamson County Conservation Foundation (WCCF)

II. STATEMENT OF SERVICES TO BE PERFORMED (WORK):

WCCF shall conduct the Research and Development project entitled "Restoration of spring habitat occupied by federally threatened Salado Salamanders (Eurycea chisholmensis)" as per proposal attached hereto as Attachment A and incorporated herein for all purposes.

Project Coordinator: At least one (1) TPWD employee will serve as a project advisor and co-author of all publications resulting from this research. The project advisor shall 1) Serve on any committee as an official or unofficial member, 2) Serve as a co-author on all publications resulting from this project, at TPWD's discretion, and 3) Monitor progress of the project.

Funding and Acknowledgment: This subaward is funded through the U.S. Fish and Wildlife Service (USFWS), Grant titled E-201, F21AP00341, Restoration of spring habitat occupied by federally threatened Salado Salamanders (Eurycea chisholmensis), under the authority of the Cooperative Endangered Species Conservation Fund Grant Program (CFDA#15.615) issued to TPWD on December 28, 2020. All publications arising from this project shall acknowledge TPWD, as well as USFWS, as funding sources for this project.

Deliverables: WCCF agrees to provide the following deliverables:

- The pre- and post-habitat restoration salamander abundance estimates, along with a description of the methodology used to develop those estimates;
- A description of the habitat restoration work achieved;
- An evaluation of the effectiveness of the habitat restoration with recommendations for future projects with similar objectives; and
- A webinar on the results of the work as part of TPWD Wildlife Diversity Webinar Series.

Performance Reports: WCCF shall submit following guidelines provided by TPWD a **Final Report on or before January 31, 2024.** The Report shall then be forwarded to U. S. Fish and Wildlife Service (USFWS, Austin) for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for WCCF, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

Report Title	Report Period	Due Date
Interim Performance Report	January 1, 2021—December 31, 2021	January 31, 2022
Interim Performance Report	January 1, 2022—December 31, 2022	January 31, 2023
Final Performance Report	January 1, 2021—December 31, 2023	January 31, 2024

Data and Analyses: All data and analyses resulting from this project, and all information regarding the project, becomes the joint property of TPWD and WCCF, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than **January 31, 2024**. TPWD agrees to refrain from publishing any results or analysis of

this study for two (2) years after the termination date of contract, after which TPWD may publish with no restriction. This agreement is also subject to applicable federal laws and requirements regarding the federal government's rights regarding intellectual property developed with federal funds.

Intellectual Property: With respect to such Intellectual Property as is (i) incorporated in the Work, or (ii) produced by WCCF or WCCF's employees, subcontractors, or subcontractor's employees during the course of performing the Work, WCCF hereby grants to TPWD a nonexclusive, perpetual, irrevocable, enterprise-wide license to use, copy, publish, and modify such Intellectual Property, and allow others to do so for TPWD purposes. WCCF shall secure all necessary intellectual property licenses from third parties and warrants that the Work and the intended use of the Work will not infringe any property rights of any third party. This agreement is also subject to applicable federal laws and requirements regarding the federal government's rights regarding intellectual property developed with federal funds.

Equipment and Supplies: Equipment and supplies purchased under this Contract shall be used, managed, and disposed of in accordance with the Texas Uniform Grant Management Standards (UGMS). Property records must be maintained on all capitalized or controlled property and equipment that include a description of the property, a serial number or other identification that holds title, the acquisition date, and cost of the property. These records must be provided to TPWD at time of acquisition. At least every two years and/or at project closeout a physical inventory of the property must be taken and the results reconciled with property records. TPWD will determine appropriate disposition of such property in accordance with UGMS and 2 CFR Part 200.

Landowner Permission: In accordance with Sec. 12.103 of the Texas Parks and Wildlife Code, the Performing Entity acknowledges that any work to be performed on private lands in Texas using these funds requires that grantees secure written permission from the private landowner(s) for the purposes of (i) access to the land, and (ii) use of data collected on that land. As such the Landowner Permission for Wildlife Research Form, is attached hereto as Attachment B, and is incorporated herein for all purposes.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS:

See Budget in Attachment A for details.

Cost Restrictions: Allowable costs are restricted to those that comply with UGMS and additional state and federal rules and laws. The Parties agree that all the requirements of 2 CFR Part 200 and UGMS apply to this Contract, including the criteria for allowable costs. Additional federal requirements apply when federal funds are included in the reimbursement.

Budget Revisions: WCCF may make adjustment(s) among approved cost categories (reimbursable and/or match) without prior approval from TPWD only if total dollar figure for adjustments does not exceed 5 % of total annual reimbursable budget. However, certain types of post-award changes in budgets and projects shall require the prior written approval. Refer to 2 CFR §200.308(c)(1)-(8) for additional information on the types of changes that require prior written approval. Requests for budget revisions shall be submitted to tpwd.contracting@tpwd.texas.gov for review.

Materials and Supplies: The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

Travel: Expenditures for travel and travel-related expenses that are eligible for reimbursement will be reimbursed at the official rate authorized by the State of Texas located at https://fmx.cpa.texas.gov/fmx/travel/textravel/rates/current.php. Such cost must be charged on an actual cost basis up to, but not to exceed, the per diem rates as applicable. *Certain expenditures may be reimbursed at either an actual cost basis or the per diem rates according to the Performing Entity's travel policy.*

Tips or gratuities and purchase of alcohol are not reimbursable expenses.

Backup documentation as required by the Performing Entity's travel policy must be submitted with reimbursement request. It is the Performing Entity's responsibility to notify TPWD of any changes to their travel policy.

Indirect Cost: WCCF voluntarily waives all indirect/overhead expenses for this contract.

Reimbursement Conditions: Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

IV. AGREEMENT AMOUNT:

The total reimbursable amount of this Contract shall not exceed $ 30,645.00 (Thirty thousand six hundred forty-five dollars) with the minimum match requirement of $ 10,215.00 (Ten thousand two hundred fifteen dollars).

Budgeted monies not spent in a given fiscal year are eligible to be rolled over to the following fiscal year(s).

Fund availability for this contract is dependent on a funding source which is approved on a fiscal year (9/1 – 8/31) basis. Consequently, this contract is subject to cancellation, without penalty, either in whole or in part, if those funds are unavailable, to TPWD.

V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Entity.

The Receiving Agency will enter payment information into USAS as a federal pass through, expenditure code 7623.

Payments received by the Performing Entity shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Any excess costs over the TPWD contribution toward one awarded contract cannot be submitted for reimbursement against another contract.

Twenty percent (20%) fiscal year funds will be held until receipt and acceptance of fiscal/final report by TPWD. TPWD will reimburse WCCF for one hundred percent (100%) of each invoice submitted up to eighty percent (80%) of the fiscal year budget.

VI. INVOICING:

INVOICES WILL BE SENT TO:

Texas Parks and Wildlife Department
Attn: WLContracting@tpwd.texas.gov

Invoice Schedule: Invoices for services performed shall be billed: Quarterly. Quarterly invoices shall correspond to the State of Texas fiscal year as follows:

Invoice Quarter	Period of Expenditures	Due On or Before
1st Quarter	September 1st – November 30th	January 29th
2nd Quarter	December 1st - February 28th	April 29th
3rd Quarter	March 1st – May 31st	July 30th
4th Quarter	June 1st – August 31st	October 30th

Invoices submitted that cross fiscal years (9/1 – 8/31) will be returned to WCCF for modification and resubmission.

Reimbursement requests shall be submitted on TPWD's Vendor Invoice – GA123; invoice available for download at http://tpwd.texas.gov/business/grants/. A sample invoice is attached hereto as Attachment C.

Invoices shall detail each expense by Budget category in accordance with Attachment A and shall be supported by appropriate back up documentation that, in the judgment of TPWD, allows for full substantiation of the eligible costs incurred except travel expenses **(i.e. actual cost receipts from vendors for all expenditure line items, including purchases of supplies/equipment, payroll records showing employee name, hours worked, hourly rate and total cost claimed, etc.)** during the invoiced period. Backup documentation must be submitted for both the contract expenses incurred and the match amounts.

If the invoice or backup documentation is not complete it will delay the processing of your invoice.

A cumulative minimum non-federal match, representing 25% of the total cumulative expenditures, must be documented on each invoice. Invoices submitted without the required 25% cumulative match will not be processed by TPWD and will be returned to submitting Entity for modification and resubmission.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

VII. CONTRACT CLOSEOUT:

WCCF must account for any real and personal property acquired with Contract funds or received from TPWD. TPWD will determine appropriate disposition of such property in accordance with UGMS and federal requirements.

WCCF must submit to TPWD, no later than 60 calendar days after the end date of the period of performance, all financial, performance, property, and other reports as required by the terms and conditions of this Contract. TPWD will close-out the project when it determines that all applicable administrative actions and all required work of the Contract have been completed by WCCF. If TPWD determines that all applicable administrative actions and all required work of the Contract have been completed, the final 20% of Fiscal year funds that were held will be released. TPWD will make prompt payments to the Performing Entity for allowable reimbursable costs under the Contract being closed out.

VIII. CONTACT INFORMATION:

TPWD Project Coordinator
Paul Crump
Texas Parks and Wildlife Department
Nongame and Rare Species Program
4200 Smith School Road
Austin, TX 78744
(512) 389-8722
paul.crump@tpwd.texas.gov

TPWD Contract Point of Contact
Jeannette Galo, CTCM
Contract Specialist
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744
512-389-4510
Tpwd.contracting@tpwd.texas.gov

WCCF Project Coordinator
Gary Boyd
Environmental Program Coordinator
219 Perry Mayfield
Leander, TX, 78641
Phone: (512) 943-1921
gboyd@wilco.org

WCCF Contract Point of Contact
Gary Boyd
Environmental Program Coordinator
219 Perry Mayfield
Leander, TX, 78641
Phone: (512) 943-1921
gboyd@wilco.org

IX. TERM OF AGREEMENT:

This Contract is to begin upon signature by both parties, and shall terminate on December 31, 2023.

An extension to this Agreement may be granted with prior written approval by TPWD. Any extensions shall be at the same terms and conditions, plus any approved changes.

Pre-award costs as of January 1, 2021 are allowable only to the extent that they would have been allowable if incurred after the date of execution. All pre-award costs incurred by WCCF are incurred at WCCF's risk

X. MISCELLANEOUS PROVISIONS:

Definitions: As used throughout this contract, the following terms shall have the meaning set forth below:

A. Capitalized Property is real or personal property that have an estimated life of greater than one year. A capital asset has a value equal to or greater than the capitalization threshold established for that asset type.
B. Controlled Property is a capital asset that has a value less than the capitalization threshold established for that asset type; however, due to its high-risk threshold, it is required to be reported to SPA. The Comptrollers controlled assets list can be found online at: https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/appa_6.php.

C. Contractor shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Performing Entity.
D. Deliverables means the work product(s) required to be submitted to TPWD as set forth in the Work Plan.
E. Equipment means tangible personal property having a useful life of more than one (1) year and an acquisition cost of at least Five Thousand Dollars ($5,000).
F. Final Report means a written report that must be received by TPWD upon completion of the Work Plan, as set forth herein.
G. Public Information Act means Chapter 552 of the Texas Government Code.
H. Work Plan means the statement of work and special conditions, if any, contained in Attachment A.
I. UGMS means Uniformed Grant Management Standards. (https://www.comptroller.texas.gov/purchasing/docs/ugms.pdf)
J. 2 CFR Chapter II, Part 200 (UGG) means Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (e-CFR Title 2 Subtitle A Chapter II Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
K. DUNS means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify entities (http://fedgov.dnb.com/webform).
L. Research and Development means all research activities, both basic and applied, and all development activities that are performed.

Termination: This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

Termination for Default: As allowed by applicable law, TPWD or the Federal awarding agency may, by written notice of default to the Performing Entity, terminate this Contract, in whole or in part, if the Performing Entity fails to perform in full compliance with the contract requirements, through no fault of TPWD, or to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities. TPWD will provide a thirty (30) day written notice of termination to the Performing Entity of intent to terminate, and TPWD will provide the Performing Entity with an opportunity for cure with TPWD prior to termination. See also 2 CFR § 200.340.

Termination for Convenience: Performing Entity may terminate this Contract with thirty (30) days written notice if circumstances beyond its control prevent its fulfillment of the Contract. Performing Entity shall notify TPWD in writing of the reasons for and the effective date of termination. TPWD will submit such documentation to USFWS.

Upon its receipt or delivery of written notice to terminate, Performing Entity shall promptly discontinue all services affected (unless the notice directs otherwise) and shall deliver or otherwise make available to TPWD, all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Performing Entity in performing this Contract, whether completed or in process.

In the event of termination for any reason, the Performing Entity shall be paid for all work satisfactorily completed to the date of termination and for any non-cancelable obligations related to the Contract, such reimbursement not to exceed the total amount specified in this Contract.

Availability of Funds: The contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of federal funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated or available funds which would render TPWD's or Performing Entity's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Performing Entity for any damages, that are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.

Conflict of interest: The Performing Entity must disclose in writing any potential conflict of interest to TPWD in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures: The Performing Entity must disclose, in a timely manner, in writing to TPWD all violations of State and Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321).

Amendments: This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

Texas Public Information Act: Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Performing Entity is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Right to Audit / Records Retention: Performing Entity understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Entity further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Performing Entity shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through the Performing Entity and the requirement to cooperate is included in any subcontract it awards. Performing Entity shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Performing Entity's funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Performing Entity shall maintain all such documents and other records relating to this Contract and the State's property for a period of three (3) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Performing Entity shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Performing Entity and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Performing Entity's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.

Disallowed Costs: The Performing Entity is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

Domestic Preferences for Procurement: As stated in 2 CFR § 200.322, and as appropriate and to the extent consistent with law, the Performing Agency should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.

Prohibition on certain telecommunications and video surveillance services or equipment: If applicable, pursuant to 2 CFR 200.216, the Performing Agency and subrecipients are prohibited from obligating or expending funds to procure or obtain equipment, services, or systems (including telecommunications or video surveillance equipment or services) that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment is equipment produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or, an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country (including any subsidiary or affiliate of such entities). (See also 2 CFR 200.471 and Public Law 115-232, section 889).

Dispute Resolution: In accordance with Chapter 2261 of the Texas Government Code, the following Schedule of Remedies applies to this Agreement in the event of substandard performance or other failure to conform to the requirements of the Agreement or applicable law.

a) Reject the substandard performance and request corrections without charge to TPWD.
b) Issue a notice of substandard performance or other non-conforming act or omission.
c) Request and receive the return of any over payments or inappropriate payments.
d) Reject associated reimbursement requests and suspend payments, pending accepted revision of substandard performance or non-conformity. Note: Funds may be retained by TPWD for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
e) Suspend all or part of the Agreement, pending accepted revision of substandard performance or non-conformity.
f) Terminate the Agreement, and demand and receive return of all equipment purchased with contract funds, return of all unexpended funds, and repayment of expended funds.

TPWD may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from

or caused by Performing Entity's substandard performance or any non-conformity with the Agreement or the law.

Performing Entity shall carry on the Agreement Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Agreement Activities. No Agreement Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Entity from liability for losses under this Agreement.

Non-discrimination: The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

Civil Rights: The Performing Entity agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. To the extent applicable to this agreement, the Performing Entity shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Department of Labor."

Confidential Information: Performing Entity will not disclose any confidential information to which it is privy under this Contract without the prior consent of TPWD.

Identification of Confidential Information: Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Contract if such Confidential Information:

a) has been, is now, or later becomes publicly available through no fault of Recipient;
b) has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;
c) has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
d) was known to Recipient prior to the date it received such Confidential Information from Discloser in a capacity without restriction or limitation on its dissemination;
e) has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or
f) must be disclosed pursuant to law or court order, including the Public Information Act, provided the Receiver shall, whenever practicable, promptly notify Discloser.

Publication: Either Party may publish its results from this research project, subject to applicable landowner permission restrictions and any other restrictions contained herein. However, the publishing Party shall provide the other Party a thirty day (30) period in which to review proposed publications, identify proprietary or confidential information, and to submit comments. The publishing Party will give full consideration to all comments before publication and will be responsible for ensuring compliance with landowner permission restrictions.

U.S. Department of Homeland Security's E-Verify System: By entering into this Contract, the Performing Entity certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

a) All persons employed to perform duties within Texas, during the term of the Contract; and
b) All persons (including subcontractors) assigned by the Performing Entity to perform work pursuant to the Contract, within the United States of America.

The Performing Entity shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or

tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Performing Entity, and Performing Entity's subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Performing Entity may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification.

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion: Performing Entity certifies that it and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, that the Performing Entity is in compliance with the State of Texas statutes and rules relating to procurement and that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

Other Law: In the performance of this Contract, Performing Entity shall comply with all other applicable federal, state, and local laws, ordinances, and regulations including but not limited to the following:

a) Federal Assurances (Form SF-424B for Non-Construction) in Attachment D, which the Performing Entity certifies by signing the Attachment.
b) Certifications Regarding Lobbying (Form CD-512; and, if applicable, Standard Form-LLL) in Attachment E, which the Performing Entity certifies by signing the Attachment.
c) Financial Assistance Award Terms and Conditions per https://www.fws.gov/grants/atc.html to which the Performing Entity certifies by signing this Contract.
d) Federal Contract Provisions in Attachment F, to which the Performing Entity certifies by signing this Contract.

Whistleblower Rights and Requirements: 41 United States Code (U.S.C.) §4712, Enhancement of Recipient (Performing Entity) and Subrecipient (Sub-Contractors) Employee Whistleblower Protection:

a) This award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. §4712.
b) Recipients, their subrecipients and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. §4712.
c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

Cultural and/or Paleontological Resources: Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the Performing Entity, or any person working on the Performing Entity's behalf, shall be immediately reported by the Performing Entity to TPWD, USFWS, and the State Historic Preservation Officer. The Performing Entity shall immediately stop all operations in the area of potential effect, implement reasonable measures to protect the discovery site including stabilization or covering, take reasonable steps to ensure confidentiality of the discovery sites, and take steps to restrict access to the site of discovery until written authorization to proceed is issued by USFWS after determination of appropriate actions to prevent the loss of significant cultural, religious, or scientific values. TPWD shall consult with the concerned Tribes and all appropriate county, state, and federal agencies, including the State Historic Preservation Office. Agencies and the Tribe(s) will discuss the possible measures to remove or avoid cultural material, and will reach an agreement with TPWD regarding actions to be taken and disposition or material.

Indemnification: PERFORMING ENTITY SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS AND EMPLOYEES, AND TPWD, ITS OFFICERS, EMPLOYEES, AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PERFORMING ENTITY OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF PERFORMING ENTITY IN THE EXECUTION OR PERFORMANCE OF THIS AGREEMENT. PERFORMING ENTITY SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TPWD.

Assignment: The Performing Entity shall not assign or subcontract the whole or any part of the Agreement without TPWD's prior written consent.

Entire Agreement; Modifications: The Agreement supersedes all prior agreements, written or oral, between Performing Entity and TPWD and will constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. The Agreement and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by TPWD and Performing Entity.

Venue and Governing Law: This Agreement shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

System for Award Management (SAM): Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of an entity using the Federal System for Award Management (SAM). This is a Federal government maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to a Performing Entity whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

Conflicts of Interest

a) Applicability.

(1) This section intends to ensure that the Performing Entity and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

(2) In the procurement of supplies, equipment, construction, and services by the Performing Entity and by sub-recipients, the conflict of interest provisions in 2 CFR 200.318 apply.

b) Requirements.

(1) The Performing Entity must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the Performing Entity's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.

(2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or sub-recipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in-the evaluation, award, or administration of an award with respect to that recipient or sub-recipient or in development of the requirement leading to the funding announcement.

(3) No actual or prospective recipient or sub-recipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or sub-recipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or sub-recipient.

c) Notification.

(1) The Performing Entity, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the Department of the Interior (DOI) awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of Interest.

(2) Performing Entity must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The Performing Entity is responsible for notifying TPWD of any conflicts of interest that may arise during the life of the award, including those that have been reported by sub-recipients.

d) Restrictions on Lobbying. The Performing Entity is strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.

e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

Data Availability

a) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

c) Availability of Data. The Performing Entity shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

i. The scientific data relied upon;
ii. The analysis relied upon; and
iii. The methodology, including models, used to gather and analyze data

RECEIVING AGENCY	PERFORMING ENTITY
TEXAS PARKS AND WILDLIFE DEPARTMENT	WILLIAMSON COUNTY CONSERVATION FOUNDATION
By: _____	By: _____
Jeannette Galo, CTCM Contract Specialist	Authorized Signature
Date: _____	Date: _____
DUNS: 806782256	DUNS: 07693004

Traditional Section 6 Proposal – Williamson County Conservation Foundation

A. Proposal Title:
Restoration of Spring Habitat Occupied by Federally Threatened Salado Salamanders (*Eurycea chisholmensis*)

B. Proposal Period:
01 January 2021 – 31 December 2023

C. Principal Investigator(s) Name and Affiliation:
Gary Boyd (Principal Investigator)
Director, Environmental Programs
Williamson County Conservation Foundation (WCCF)
219 Perry Mayfield
Leander, TX 78641
512.943.1921
gboyd@wilco.org

Zachary C. Adcock (Co-Principal Investigator)
Senior Ecologist
Cambrian Environmental
4422 Pack Saddle Pass, Suite 204
Austin, TX 78745
813.695.7635
zadcock@cambrianenvironmental.com

Andrew R. MacLaren, Ph.D. (Co-Principal Investigator)
Senior Ecologist
Cambrian Environmental
4422 Pack Saddle Pass, Suite 204
Austin, TX 78745
813.695.7635
amaclaren@cambrianenvironmental.com

Paul Crump, Ph.D. (Project Coordinator)
Herpetologist
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, TX 78744
512.389.4800
Paul.Crump@tpwd.texas.gov

D. Description:
We propose to conduct habitat restoration at a spring occupied by federally threatened Salado Salamanders (*Eurycea chisholmensis*) in Williamson County, Texas. We plan to focus restoration activities on reducing impacts from flash floods, stabilizing the riparian edge, removing silt within the springrun, restoring the stream channel, and increasing salamander surface habitat and available refugia. These activities are expected to benefit Salado

Salamanders by 1) preventing springrun scouring and alteration of salamander habitat, 2) removing existing and reducing future siltation that fills the interstitial spaces occupied by salamanders and their prey base, and 3) increasing the amount of appropriate surface habitat in the spring. We anticipate these activities to additionally increase the biodiversity and abundance of native riparian vegetation and spring-associated aquatic invertebrates.

E. Need

The northern segment of the Edwards Aquifer (north of the Colorado River) is characterized by many small springs and seeps that provide habitat to three endemic, neotenic salamanders that constitute the Septentriomolge clade of central Texas *Eurycea*: Salado Salamander (*E. chisholmensis*), Georgetown Salamander (*E. naufragia*), and Jollyville Plateau Salamander (*E. tonkawae*; Chippindale et al. 2000, Chippindale and Price 2005, Hillis et al. 2001, Devitt et al. 2019). These three salamanders are all federally threatened because of their small ranges, threats from urbanization, degradation of water quality, and reduction of water (aquifer) quantity (USFWS 2013, 2014). The northern Edwards Aquifer springs exhibit a wide range of degradation from both natural and anthropogenic sources. Because of the small ranges of Septentriomolge *Eurycea*, each occupied spring is critical for the persistence and future recovery of these taxa.

According to a recent taxonomic update, Salado Salamanders are known from only 12 spring locations between Lake Georgetown in Williamson County, Texas and Salado Creek in Bell County, Texas (USFWS 2014a, Devitt et al. 2019). One of these, Twin Springs in Williamson County, has been studied extensively since 2010 through funding provided by the Williamson County Conservation Foundation (see Pierce et al. 2014, Guiterrez et al. 2018, Pierce and Gonzalez 2019). We now have eight years of population data at this location that demonstrates a steady decline in monthly salamander counts from a high of 49 salamanders to recent surveys that average less than five observations (Pierce et al. 2014, Cambrian 2019).

Twin Springs is located within a county preserve, and subsequently, has minimal anthropogenic impacts compared to other central Texas *Eurycea* springs. However, the springrun occurs within a steeply incised draw that is prone to high velocity flash floods. During the course of salamander monitoring, some these floods have scoured the upper portions of the springrun occupied by Salado Salamanders, requiring salamander refugia (i.e., cobble) be added back into the spring headwaters. Additionally, the riparian edges of the springrun have low percent cover of herbaceous vegetation and are generally characterized by bare dirt and leaf litter. The combination of flooding and poor riparian stabilization has created a pool in an area that was once riffles and glides and has caused siltation within the springrun.

Septentriomolge *Eurycea* require relatively shallow, cool, flowing water and typically do not occupy deep water (>60 cm) that can support predatory fish populations (Bowles et al. 2006, Bendik et al. 2016). Most individuals are encountered in close proximity (within 25 m) to the spring orifice (Sweet 1982, Bowles et al. 2006, Pierce et al. 2010, Bendik et al. 2014, Bendik et al. 2016) in a variety of submerged refugia (i.e., cobble, leaf litter, woody debris, vegetation). Siltation can fill the interstitial spaces within gravel substrates and beneath

refugia. These interstitial spaces provide habitat for prey items, refuge from predators, and access to sub-surface water which are considered essential habitat components for central Texas *Eurycea* salamanders (Martin et al. 2012, USFWS 2013, USFWS 2014a). Further, closely related Barton Springs Salamanders (*E. sosorum*) abundance is negatively associated with increasing silt cover (Bendik and Dries 2018, Dries and Collucci 2018).

The effects of recent flash flood events and ongoing siltation are the likely cause of declining salamander abundance at Twin Springs. Here, we propose to conduct restoration activities that focus on the remediation of past and prevention of future scouring and siltation of the springrun. We expect these restoration activities to additionally benefit the vegetative and spring-associated aquatic invertebrate components of this system.

F. Purpose

To conduct spring restoration activities intended to improve and increase Salado Salamander habitat at a known occupied site, and therefore, increase salamander abundance and ultimately aid in the recovery of the taxon. Proposed restoration activities are expected to additionally benefit native riparian vegetation and spring-associated aquatic invertebrates.

G. Objective(s)

We aim to improve *Eurycea* salamander surface habitat at a known occupied spring by reducing impacts from flash floods, restoring the stream channel, and reducing siltation by focusing on riparian edge restoration.

Activity Tag 1: Other vegetation management practices; 0.6 acres; Target species: Salado Salamander

Activity Tag 1: Planting/seeding; 0.6 acres; Target species: Salado Salamander

Activity Tag 1: Stream modification; 0.03 stream miles; Target species: Salado Salamander

Activity Tag 1: Stream modification; 0.03 stream miles; Target species: Salado Salamander

H. Expected Results or Benefits

The primary expected benefit of this project is to increase Salado Salamander abundance at a known occupied site by improving its available surface habitat. This objective and evaluation of success will be quantified with pre- and post-restoration measures of refugia (e.g., composition and percent cover), substrate (e.g., composition and depth), and salamander abundance (i.e., capture-mark-recapture estimates). Because our objectives include the installation of a permanent gabion and restoration of the springrun riparian edge, we expect our restoration actions to have a long-term benefit to Salado Salamanders and their habitat. We currently have an eight-year capture-mark-recapture database for salamanders at this site and plan to continue regular monitoring for the foreseeable future, which will allow a longer-term view of population comparisons. Our established capture-mark-recapture program will allow pre- and post-restoration estimates of salamander abundance.

Additionally, restoration of the riparian edge is expected to increase the biodiversity and percent cover of native vegetation and the biodiversity and abundance of aquatic invertebrates. There are no published accounts estimating the prey base for Salado Salamanders, and in general, little is known regarding the invertebrate communities of northern Edwards Aquifer springs. We will evaluate these secondary objectives with pre- and

post-restoration measures of riparian vegetation (e.g., species composition and percent cover) and aquatic invertebrates (e.g., species composition and relative abundance).

I. Approaches

Restoration Activities.—We intend to focus restoration activities on reducing impacts from flash floods, stabilizing the riparian edge, removing silt within the springrun, restoring the stream channel, and increasing salamander surface habitat and available refugia. We plan to address these goals in four major tasks: 1) timber clearing and dam removal, 2) bank stabilization and erosion control, 3) silt removal, and 4) addition of gravel substrate and cobble refugia. Each of these tasks are described in detail below.

Task 1 – Timber Clearing and Dam Removal

We intend to clear some Ashe Juniper (*Juniperus ashei*) from the riparian edge in order to decrease canopy cover and Juniper leaf litter. This will allow riparian herbaceous vegetation to proliferate and reduce silt and Juniper litter from entering the springrun. Because Golden-cheeked Warblers nest in the Twin Springs Preserve, Juniper clearing will take place outside of their March to August nesting season. We also intend to clear shrubs, vines, and fallen trees from the springrun which are preventing herbaceous riparian growth and damming portions of the springrun. These dammed areas are creating pools with low flow velocity (instead of glides and riffles) which are sub-optimal *Eurycea* habitat. We intend to complete all clearing activities by manually chain sawing and hauling away woody debris. We will pay particular attention to identifying and removing any invasive plant species in the riparian edge.

Task 2 – Bank Stabilization and Erosion Control

After clearing, we will apply native seed to the riparian edge and install erosion control mats. Seeding will occur in early spring as recommended for native Texas plantings. We will consult with an erosion control mat specialist to ensure proper materials and installation along the springrun, including the exclusive use of natural (e.g., wood) or biodegradable materials. Seeding and erosion control mats will be installed for approximately the upper 50 m of the springrun. We will additionally place large boulders along banks of the springrun to help mitigate bank erosion and block silt runoff into the springrun. We will install a gabion in the deeply incised stream channel approximately 10-20 m upstream of the spring orifice to reduce high velocity flow and prevent scouring within salamander occupied areas. All erosion control measures will meet the Texas Commission on Environmental Quality (TCEQ) requirements for the Edwards Aquifer Protection Program.

Task 3 – Silt Removal

Once the riparian edge is managed and further siltation is prevented, we will flush the current silt buildup from the springrun. To achieve this task, we will need to capture all salamanders, remove all cobble refugia, and then flush silt downstream. We anticipate utilizing a removal survey consisting of 2-3 consecutive days of surveys where all observed salamanders are captured and temporarily held instead of being released back into the spring habitat. Salamanders will be held in temporary enclosures near the spring orifice that will allow sufficient flow of springwater into the enclosure but will not allow

salamanders to escape. We will flush silt using brooms, power washers, and the natural springflow. We will sweep all silt into a sieve to check for any undetected salamanders prior to using the power washer to flush the material downstream.

Task 4 – Addition of Gravel Substrate and Cobble Refugia
Finally, we will restore salamander habitat by replacing all refugia removed from the springrun and adding additional gravel and cobble from downstream. Downstream portions of the Twin Springs springrun have large gravel and cobble deposits that were originally in the springrun but were flushed during flash flood events. We will pay particular attention to adding adequate gravel and cobble to reduce the extent of pooled areas within the upper 50 m of the springrun.

Surveys.—We propose to perform pre- and post-restoration surveys for salamanders, salamander habitat, riparian vegetation, and aquatic invertebrates. We will utilize the same survey techniques throughout the project to ensure that data are comparable among the two time periods.

We will perform salamander surveys as conducted under the established long-term monitoring program at Twin Springs (see Pierce et al. 2010, 2014; Cambrian 2019). We will manually search for salamanders in and under potential refugia in accordance with USFWS survey protocol (USFWS 2014b), and we will attempt to capture each observed salamander. We will record body and head photographs of captures on a standardized grid background with the salamander alive and in a water-filled dish. We will use Wild-ID photographic recognition software to evaluate pigmentation patterns on the salamander's head to identify potentially recaptured individuals (Bolger et al. 2012, Bendik et al. 2013). We will measure snout-vent length (SVL) and total length (TL) and we will record location and microhabitat for all captures.

We will assess salamander habitat in randomly generated quadrats in the upper 50 m of the springrun in general accordance with the methodology of Adcock et al. (2016). In each quadrat, we propose to measure refugia composition, percent cover, and embeddedness (per Sennatt et al. 2006 and USFWS 2014b); substrate composition and depth; water depth; and flow regime (e.g., pool, riffle, glide).

We will evaluate riparian vegetation in randomly generated plots along the upper 50 m of the springrun. We will record the species composition and percent cover of herbaceous, shrub, and canopy components. We will additionally measure canopy cover using a densiometer or similar method. We will voucher representative samples.

We will survey for aquatic invertebrates using cotton-cloth lures and cotton mop heads placed in the spring orifice and throughout the springrun (Gibson et al. 2008, Nissen et al. 2018). We will additionally record and attempt to capture invertebrates encountered during salamander monitoring activities. Captured invertebrates will be preserved for subsequent identification, counts, and voucher preparation.

Statistical Analyses.—The exact statistical analyses that will be utilized will depend on the

data generated during monitoring. We expect to have enough salamander recaptures to enable pre- and post-restoration abundance estimates using capture-mark-recapture modeling techniques. We will additionally record the number of searched refugia objects during salamander surveys to ensure our ability to at least compare the number of observed salamanders per searched object as metric of relative abundance (Pierce et al. 2010, 2014). Habitat comparisons are likely best achieved in a framework that allows comparison of the entire habitat rather than individual components. We plan to utilize principal component analysis or a similar test to compare habitat metrics. We will compare species riparian vegetation and aquatic invertebrate biodiversity using multi-species occupancy models or other biodiversity indices depending on the number of observed species.

J. Useful Life

Not applicable; no capital improvements will be made using grant funds.

K. Geographic Location

We propose to conduct restoration activities at the headwaters and upper 50 m of the Twin Springs springrun (N 30.698310°, W -97.781810°). Twin Springs is located within the Twin Springs Preserve in Georgetown, Williamson County, Texas (Figure 1 and 2). All areas that are proposed for restoration are owned by Williamson County, Texas. Restoration activities will occur within the springrun and within the adjacent riparian edge.

L. Program Income

Not applicable; no outside income will be generated as a result of the grant's activities.

M. Budget Narrative

Salaries and Wages: If awarded, the granted money will be used to pay for Cambrian Environmental labor, project supplies, and an erosion control installation specialist labor. The granted money will not be used to pay Williamson County Conservation Foundation salaries (e.g., Principal Investigator) and further, the Williamson County Conservation Foundation will provide the match funding. Cambrian Environmental will utilize up to four employees throughout spring restoration. Each is listed as a subcontractor. Cambrian Environmental employees will conduct salamander, salamander habitat, vegetation, and aquatic invertebrate surveys, and will collect, identify, and voucher plant and invertebrate specimens. Cambrian Environmental will also complete statistical analyses and reports.

Restoration Activities and Surveys: Cambrian Environmental employees will collect field data, install erosion control supplies, monitor for salamanders, perform habitat assessments, survey for and voucher riparian vegetation and aquatic invertebrates.

- Subcontractors (Primary - field): 130 hours of labor @ $75/hour = $9,750

$9,750 x 2 employees = $19,500, spread across fiscal years as indicated in the table.

- Subcontractors (Secondary - field): 120 hours of labor @ $55/hour = $6,600

$6,600 x 2 employees = $13,200, spread across fiscal years as indicated in the table.

Statistical analyses and report writing:

- Subcontractors (Office): 40 hours of labor @ $75/hour = $3,000

$3,000 x 2 employees = $6,000, spread across fiscal years as indicated in the table.

Supplies (to be purchased by subcontractors): To reduce the speed of water entering the Twin Springs system and prevent silt from being carried into the springrun we will require several items. Erosion control blankets (8'x90' @ $50 each x 4 = $200), Natural fiber logs (9" x 25' @ $45 each x 10 = $450), biodegradable sod staples ($50 per 500 x 1 = $50), wooden stakes ($5 per 12 x 10 = $50), gabion baskets ($160 each x 2 = $320), native riparian vegetation seed mix ($45 per bag x 2 bags = $90). Grand total for supplies = $1,160. All necessary supplies purchases occur within fiscal year 1 of this grant.

Other Direct Costs: One 8-hour day consultation with an erosion control consultant to ensure our supplies and methods are optimized for our site ($125/hour x 8 hours = $1,000).

Match: The Williamson County Conservation Foundation has agreed to pay 25% ($10,215) of the total requested amount, and their contribution originates as state-funds. In addition, the Williamson County Conservation Foundation already funds the Salado Salamander long-term monitoring program at this location and has an existing relationship with the Wilco Native Plant Society to provide vegetation surveys at Twin Springs Preserve. These monitoring services will be funded by the Williamson County Conservation Foundation in addition to the 25% match.

N. Equipment

Not applicable; no personal equipment will be purchased using grant funds.

O. Relationship with Other Grants

The Williamson County Conservation Foundation is additionally submitting a Section 6 planning grant to help fund the development of a Regional Habitat Conservation Plan (RHCP) that will cover federally listed *Eurycea* salamanders in Williamson County, Texas. If granted, money from the RHCP grant will not be used for any of the restoration or monitoring activities proposed in this grant.

P. Time Line

Below we present our anticipated timeline for proposed tasks. This timeline is contingent upon receiving funding on or before January 1 of Fiscal Year 2021. If funding is delayed, then the timeline and deliverable dates will require adjustment. Of specific note, two of our major tasks (i.e., timber clearing and native seed application) must be performed during particular seasons which could result in a one-year delay.

- **January 1, 2021**:
  - Official project start date
- **January - September 2021**:
  - Pre-restoration salamander, salamander habitat, riparian vegetation, and aquatic invertebrate surveys
- **September 2021 - February 2022**:
  - Clear timber outside of Golden-cheeked Warbler nesting season. Clearing will include Juniper in the riparian edge and shrubs, vines, invasive species, and fallen trees causing dams in and along the upper 50 m of the springrun
- **March - May 2022**:

  - Native seed application in the riparian edge during optimal planting season
  - Installation of erosion control mats in the riparian edge
  - Installation of gabion upstream of the spring orifice
- **June - September 2022**:
  - Stabilize springrun banks with boulders
  - Flush silt from springrun
  - Add gravel substrate and cobble refugia throughout the upper 50 m of the springrun
- **September - December 2022**:
  - Analyze data and prepare interim report
  - Initial post-restoration salamander, salamander habitat, riparian vegetation, and aquatic invertebrate surveys
- **February 2023**:
  - Interim Performance Report due to TPWD
- **March - September 2023:**
  - Second and third post-restoration salamander, salamander habitat, riparian vegetation, and aquatic invertebrate surveys
- **September - December 2023**:
  - Analyze data and preparation of Final Report
- **December 31, 2023**:
  - Official project end date
- **January 2024:**
  - Final Report due to TPWD

Q. Environmental Compliance

If selected, we will provide all necessary compliance documents for the proposed activities. Our proposed restoration work will involve handling and conducting work in the habitat of a federally threatened taxon. We have already notified the U.S. Fish and Wildlife Austin Ecological Services Field Office of our intention to submit this grant, and we will follow up for formal permission for proposed activities if the grant is funded. We already have permits for performing surveys for and handling Salado Salamanders (SPR-0319-056 and TE37416B-0). We do not anticipate requiring compliance with the National Historical Preservation Act, Clean Water Act, or Clean Air Act, but we will check all necessary regulations.

R. Literature Cited

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S. Biographical Sketch for Principal and Co-Principal Investigators

Gary Boyd—Environmental Program Director, Williamson County Conservation Foundation

Gary has been a leader within the Williamson County Conservation Foundation beginning in 2009. In his role with the foundation, he oversees development of the parks department, and coordinates 'leave no trace' training for civilians who wish to make use of Williamson County's nature preserves. Additionally, he is responsible for coordinating Williamson County's Regional Habitat Management Plan including presence/absence surveys and long-term monitoring efforts for endangered and threatened species within Williamson County (e.g., *Eurycea* salamanders, karst invertebrates, Golden Cheeked Warblers). He additionally coordinates the annual Texas Conservation Symposium.

Zachary C. Adcock—Senior Ecologist, Cambrian Environmental

Zach has over seven years of experience working with central Texas *Eurycea* salamanders. He conducted his dissertation research on Jollyville Plateau Salamanders (*E. tonkawae*) which was designed to address issues pertinent to the conservation policy and management of this taxon. Research projects included the development of novel survey techniques, description of the reproductive ecology, evaluation and delineation of occupied surface habitat, and identification of small-scale environmental variables that influence salamander presence (microhabitat parameters). Preliminary results were presented to the Williamson County Conservation Foundation and the U.S. Fish and Wildlife Service (Austin Office) to aid conservation planning, and the associated manuscripts are in preparation. He has also conducted surveys, research, and published manuscripts on Salado Salamanders, Georgetown Salamanders, Fern Bank Salamanders (*E. pterophila*), San Marcos Salamanders (*E. nana*), and the phylogenetics and population genetics of the entire central Texas Eurycea clade (see Krejca et al. 2017, Bohannon et al. 2018, Wall et al. 2020). He currently is the lead investigator for the long-term *Eurycea* monitoring program funded by the Williamson County Conservation Foundation.

Andrew R. MacLaren, Ph.D.—Senior Ecologist, Cambrian Environmental

Andrew has over five years of experience working with central Texas *Eurycea* salamanders. Annually, he commits over 625 hours monitoring within occupied Jollyville Plateau, Georgetown, and Salado Salamander habitat. Within 2019 this effort resulted in the observation of 1524 and capture of 1101 salamanders. This research resulted in the collection of two vouchered specimens from previously undocumented localities for Jollyville Plateau Salamanders (manuscript in preparation). He has provided contributions to manuscripts in preparation describing the distribution and reproductive ecology of Jollyville Plateau Salamanders, as well as passive trapping techniques and population ecology of other salamanders in the Septentriomolge clade.

T. Checklist

Please include the following documents/information (1 page) to ensure a complete RFP application package. These items will not count against the ten-page proposal maximum size limit. Please include the completed checklist as a part of your submission.

a. Are all sections listed in the proposal format guidelines (items A through T) included?
___X___ Yes_____ No

b. Does the budget format follow the state fiscal year (Sept 1 through Aug 31) and have you had your grants or financial office review and sign off on the budget? Is the federal reimbursement request of your total project cost 75.00% or less?
___X____ Yes_____ No

c. Please list the name, mailing address, phone number, and e-mail address of the likely point of contact for this project in your grants or financial office (the person with whom we would coordinate on the development of the Contractual Agreement and grant purchase order).

Name: Gary Boyd
Mailing Address: 219 Perry Mayfield
Leander, TX 78641
E-mail: gboyd@wilco.org
Phone: 512.943.1921

d. If the project budget includes the use of an indirect cost rate (F&A), please provide a copy of (or a link to) your current Negotiated Indirect Cost Rate Agreement (NICRA). Note that, if selected, it is up to the sub-recipient to submit their entity's updated NICRA to TPWD as they are approved on an annual basis for the duration of the contract.

e. Include the DUNS number, SAM expiration date, and Texas Identification Number (TIN) for your organization:

DUNS: N/A
SAM expiration date: N/A
TIN: 68-0554522

f. Do you anticipate that any soil-disturbing activities will be required as a part of this project? If so, this may trigger the need for TPWD and the U.S. Fish and Wildlife Service to consider the potential impact to cultural resources under Section 106 of the National Historic Preservation Act or potential Tribal Consultation.
_____ Yes____X_____ No

g. Is the PWD 0153a Landowner Permission for Wildlife Research form attached?
_____ Yes____X_____ No This work will not take place on private lands

h. Is the Overlap and Duplication and included (Appendix II)?
____X_____ Yes_____ No

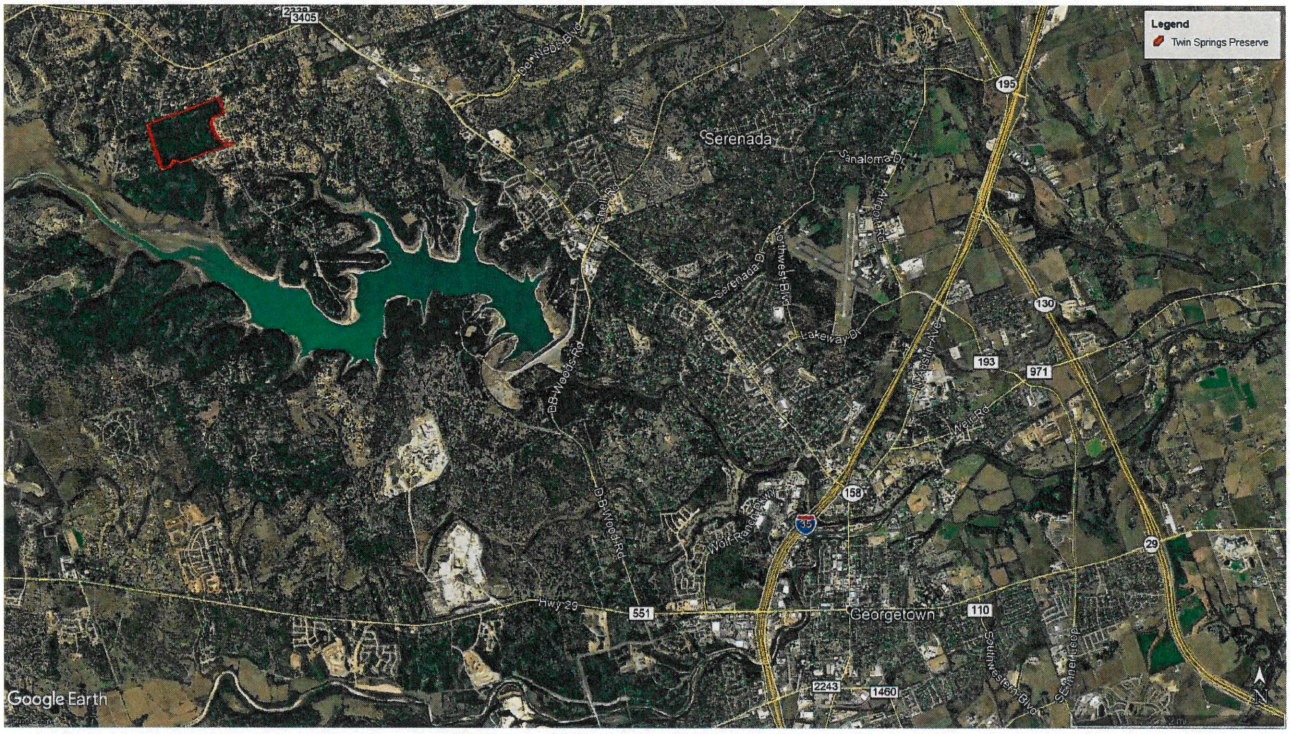


Figure 1. Twin Springs preserve (red bounded polygon) in context with the city of Georgetown, within Williamson County, Texas.



Figure 2. Twin Springs preserve (red bounded polygon) with location of the natural spring orifice indicated with red marker.

ESTIMATED COST: Estimate of Annual & Total Costs. Please indicated FY for each year in the space provided.

Project Name: Restoration of Spring Habitat Occupied by Federally Threatened Salado Salamanders (Eurycea chisholmensis)

Sub-recipient: Williamson County Conservation Foundation

Cost Categories	Federal Share (Please select one)	Applicant Share (Non-federal Match)	Total
YEAR 1 - FY21			
Personnel			
PI/Grad Student Salaries			$0
Temp Asst Salaries			$0
Fringe Benefits			$0
Travel			$0
Equipment			$0
Supplies			$0
Contractual	$4,200	$1,400	$5,600
Miscellaneous			$0
Total Direct Cost	$4,200	$1,400	$5,600
Modified Total Direct Cost (MTDC)*	$4,200		$4,200
Indirect Cost Rate as applied to MTDC	$0		$0
Unrecovered indirect as match (if applicable)			$0
Total IDC	$0		$0
Total (Yr 1)	$4,200	$1,400	$5,600
Total year 1 (%)	75.00%	25.00%	100.00%
YEAR 2 - FY22			
Personnel			
PI/Grad Student Salaries			$0
Temp Asst Salaries			$0
Fringe Benefits			$0
Travel			$0
Equipment			$0
Supplies			$0
Contractual	$23,445	$7,815	$31,260
Miscellaneous	$750	$250	$1,000
Total Direct Cost	$24,195	$8,065	$32,260
Modified Total Direct Cost (MTDC)*	$20,800		$20,800
Indirect Cost Rate as applied to MTDC	$0		$0
Unrecovered indirect as match (if applicable)	$0		$0
Total IDC			$0

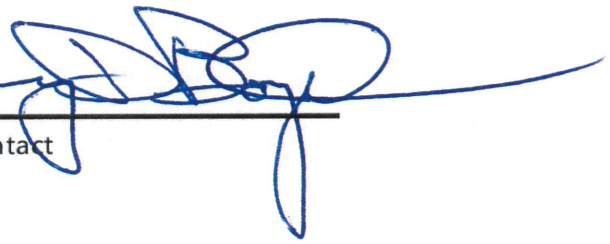
Enter full negotiated IDC rate:	0.00%

Total (Yr 2)	*$24,195*	*$8,065*	*$32,260*
Total year 2 (%)	*75.000%*	*25.000%*	*100.000%*
YEAR 3 - FY23			
Personnel			
PI/Grad Student Salaries			*$0*
Temp Asst Salaries			*$0*
Fringe Benefits			*$0*
Travel			*$0*
Equipment			*$0*
Supplies			*$0*
Contractual	*$2,250*	*$750*	*$3,000*
Miscellaneous			*$0*
Total Direct Cost	*$2,250*	*$750*	*$3,000*
Modified Total Direct Cost (MTDC)*	*$0*		*$0*
Indirect Cost Rate as applied to MTDC	*$0*		*$0*
Unrecovered indirect as match (if applicable)			*$0*
Total IDC			*$0*
Total (Yr 3)	*$2,250*	*$750*	*$3,000*
Total year 3 (%)	*75.000%*	*25.000%*	*100.000%*
GRAND TOTAL ($)	***$30,645***	***$10,215***	***$40,860***
GrandTotal (%)	***75.000%***	***25.000%***	***100.000%***

If you elect to use part of your IDC as match, please fill out the following information:	
Total amount of IDC requested for reimbursement:	$0.00
Total amount of IDC used to meet match requirement:	$0.00

Modified Total Direct Cost (MTDC)*MTDC is included in most, but not all, NICRA's. Please refer to your institution's NICRA to determine the base to which the IDC rate should be applied.*	MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward/subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward/subcontract in excess of $25,000.
Indirect Cost (F&A; unrecovered indirect costs may be used to meet match requirements.)	Include the currently approved Indirect Cost rate for your organization; In order to claim indirect costs you must attach a copy of the valid Indirect Cost rate agreement for your organization that was negotiated with the appropriate cognizant federal agency.

NOTE: This budget **MUST** be reviewed and approved by the pass-thru entity's designated Contract Point-of-Contact, such as a grant coordinator, a budget coordinator, or a reviewer from the Office of Sponsored Research. *If the budget indicates that part of your IDC will be waived to use as match, then the budget must be signed by the institution's official having the authority to negotiate indirect cost rates for your organization.*

X 

Contract Point-of-Contact

Printed Name: Gary Boyd
Job Title: Director, Environmental Programs
Email: gboyd@wilco.org
Work Phone: 512.943.1921

Attachment B

LANDOWNER PERMISSION FOR WILDLIFE RESEARCH AND INVESTIGATION

(Pursuant to Section 12.103 of the Texas Parks and Wildlife Code)

By my signature below, I hereby authorize Texas Parks and Wildlife Department (Department) employees, or persons working on behalf of the Department, to enter private property I own or manage for the purpose of conducting scientific research and investigation regarding wildlife and natural resources, to record and use site specific information from the property for scientific research and investigation, and to allow public access to the information to the degree authorized below.

_____

(Authorized scientific research, investigation, or activity)

Release of Information (Location Specific): I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, environmental project reviews, or otherwise make the information available to the public in a manner that identifies the specific location of the private property I own or manage.

_____ _____

(Landowner or authorized agent) **(Date)**

OR

Release of Information (Non-Location Specific): I hereby further authorize the Department to store the information collected in publicly available Department databases and use the information in Department reports, maps, publications, or otherwise make the information available to the public only in a manner that is generalized to a level that does not identify the specific location of private property I own or manage.

_____ _____

(Landowner or authorized agent) **(Date)**

Name and Address: (Please print legibly)

_____

(Name of Landowner or Authorized Agent)

_____

(Property, Ranch, or Tract name)

_____

(Address)

_____

(City, State, Zip)

_____ _____ _____

(Home Phone) **(Office Phone) optional** **(FAX) optional**

_____

(Email Address) optional

Texas Parks and Wildlife Department maintains the information collected through this form. With few exceptions, you are entitled to be informed about the information we collect. Under Sections 552.021 and 553.023 of the Texas Government Code, you are also entitled to receive and review the information. Under Section 559.004, you are also entitled to have this information corrected. For assistance call 512-389-4978.

Attachment C

Vendor Invoice worksheet available electronically at: http://www.tpwd.state.tx.us/business/grants/

TEXAS PARKS AND WILDLIFE DEPARTMENT
INVOICE

1. VENDOR ID:		2. INVOICE DETAIL:	#			MM/DD/YY
3. RTI (if applicable):						
4. TPWD CONTRACT/AGREEMENT NUMBER:		5. CURRENT PERIOD PAYMENT AMOUNT REQUESTED:				$0.00
6. RECIPIENT ORGANIZATION (NAME AND COMPLETE ADDRESS, INCLUDING ZIP CODE):		7. FINAL INVOICE:		YES		NO
		8. ACCOUNTING BASIS:	X	CASH		ACCRUAL
		9. TOTAL PROJECT/GRANT PERIOD:				
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY		
		10. PERIOD COVERED BY THIS REPORT:				
		a. FROM: MM/DD/YY		b. TO: MM/DD/YY		

11. EXPENDITURES BUDGET CATEGORIES:	Total Contract Budget		Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY
a. Personnel/Salary	$0.00	*	$0.00	$0.00	$0.00
b. Fringe Benefits	$0.00	*	$0.00	$0.00	$0.00
c. Travel	$0.00	*	$0.00	$0.00	$0.00
d. Supplies	$0.00	*	$0.00	$0.00	$0.00
e. Equipment	$0.00	*	$0.00	$0.00	$0.00
f. Contractual	$0.00	*	$0.00	$0.00	$0.00
g. Other	$0.00	*	$0.00	$0.00	$0.00
h. Total Direct Costs (Sum a - g)	$0.00		$0.00	$0.00	$0.00
i. Indirect Costs (if allowable)	$0.00		$0.00	$0.00	$0.00
j. Total Amount Payable (h-i)	$0.00		$0.00	$0.00	$0.00

12. MATCH BUDGET CATEGORIES:	Total Contract Budget		Period Expenditures	Cumulative Expenditures (Previous Cumulative+Period Expenditures)	**Available Balance as of: MM/DD/YY
a. Total Direct Costs	$0.00	*	$0.00	$0.00	$0.00
b. Indirect Costs (if allowable)	$0.00	*	$0.00	$0.00	$0.00
c. Local/In Kind Match	$0.00	*	$0.00	$0.00	$0.00
d. Total Obligation Payable (Sum a-c)	$0.00		$0.00	$0.00	$0.00

13. PERCENTAGES	Budget %	Period %	Cumulative %
Expenditures	#DIV/0!	#DIV/0!	#DIV/0!
Match	#DIV/0!	#DIV/0!	#DIV/0!

*List (Itemize) on the appropriate supplemental form all component expenses comprising the total for each of these categories.
Please attach receipts, as required, in accordance with your agreement.
** Negative balances in any of the budget categories should be explained in a brief accompanying narrative.

14. CERTIFICATION I certify to the best of my knowledge and belief that the above charges accurately represent actual expenditures incurred during the period listed, that any prior approvals required for these items under the terms and condition of the subaward have been obtained, and all claimed costs are allowable under the terms and conditions of the subaward. I further certify that the costs claimed above have not been previously reimbursed.

a. Type or Print Name and Title of Authorized Certifying Official	c. Telephone (Area code, number and extension)
	d. Email address
b. Signature of Authorized Certifying Official	e. Date Report Submitted (Month, Day, Year)

Commissioners Court - Regular Session **9.**

Meeting Date: 03/09/2021

Section 6 study grant to amend/append Regional Habitat Conservation Plan

Submitted For: Gary Boyd **Submitted By:** Gary Boyd, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss and acknowledge grant submission to US Fish and Wildlife Service (Department of Interior) related to a planning process for likely amending/appending the Williamson County Regional Habitat Conservation Plan to cover six additional species.

Background

This agenda item comes to the Commissioners Court for acknowledgement. The grant submission is entitled

Cooperative Endangered Species Conservation Fund:
Habitat Conservation Plan (HCP) Planning Assistance
Fiscal Year: 2021
F21AS00171

Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species

Benefitting:
Georgetown Salamander (Eurycea naufragia)
Salado Salamander (Eurycea chisholmensis)
Jollyville Plateau Salamander (Eurycea tonkawae)
Tooth Cave Spider (Tayshaneta myopica)
Dragonfly Cave Mold Beetle (Batrisodes cryptotexanus)
Monarch Butterfly (Danaus plexippus plexippus)

The reimbursable amount of this grant is $750,000.00 and the match amount is $250,000.00. All funds for the match will come from the Williamson County Conservation Foundation (WCCF) corpus. The application for this grant and funding amount has been approved by the WCCF Board. Awards under this grant application are expected to be announced by mid-2021.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

amendment application

planning grant budget

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:31 AM
Form Started By: Gary Boyd		Started On: 03/04/2021 07:16 AM
Final Approval Date: 03/04/2021		

COOPERATIVE ENDANGERED SPECIES CONSERVATION FUND: HABITAT CONSERVATION PLAN (HCP) PLANNING ASSISTANCE

Fiscal Year: 2021

F21AS00171

Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species

Benefitting:

Georgetown Salamander (Eurycea naufragia)
Salado Salamander (Eurycea chisholmensis)
Jollyville Plateau Salamander (Eurycea tonkawae)
Tooth Cave Spider (Tayshaneta myopica)
Dragonfly Cave Mold Beetle (Batrisodes cryptotexanus)
Monarch Butterfly (Danaus plexippus plexippus)

Submitted by:

Williamson County, Texas and
Williamson County Conservation Foundation

To Revise:

HCP permit # TE-181840-1

PROJECT CONTACTS

Gary Boyd
Project Director
Williamson County Conservation Foundation
219 Perry Mayfield
Leander, Texas 78641
Tel: (512) 943-1921
GBoyd@wilco.org

Rebecca Hays Barho
Nossaman LLP
816 Congress Ave., Ste. 970
Austin, Texas 78701
Tel: (512) 813-7942
Rbarho@nossaman.com

Steve Carothers, Ph.D.
SWCA Environmental Consultants
4407 Monterey Oaks Blvd.
Austin, Texas 78749
Tel: (512) 476-0891
scarothers@swca.com

Kemble White, Ph.D.
Cambrian Environmental
4422 Pack Saddle Pass, Suite 204
Austin, TX 78745
Tel: (512) 663-0156
kwhite@cambrianenvironmental.com

PROJECT NARRATIVE

This Project Narrative includes the information necessary to address the grant eligibility and evaluation, consistent with the requirements provided in the Notice of Funding Opportunity specific to the Cooperative Endangered Species Conservation Fund: HCP Planning Assistance, Fiscal Year 2021, Funding Opportunity Number F21AS00171 (Notice).

Attachments
The following attachments are included in support of this Proposal:

- Budget Detail Narrative spreadsheet, signed and dated February 26, 2021.
- Complete Standard Form (SF)-424 provided on Grants.Gov, signed and dated.
- Completed SF-424B, Assurances, signed and dated.
- Completed SF-424A, Budget Information, signed and dated.
- Eligibility information provided by Texas Parks and Wildlife Department: (1) evidence of TX Cooperative Agreement, and (2) the information necessary for the annual renewal (reconfirmation) of the Cooperative Agreement.
- Letter from Williamson County Conservation Foundation, dated February 22, 2021, regarding non-federal cost-share commitment.

A. Project Title

Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species.

B. Statement of Need

1. *Need for the proposed project relates to the purposes of the HCP Program*

Williamson County, Texas (County) and the Williamson County Conservation Foundation (Foundation) (collectively, Permittees) seek $750,000 in federal grant funds from the Fiscal Year 2021 Cooperative Endangered Species Conservation Fund Nontraditional HCP Assistance to fund scientific research, administrative, and public outreach efforts to add five listed species—the Georgetown salamander (*Eurycea naufragia*), Salado salamander (*Eurycea chisholmensis*), Jollyville Plateau salamander (*Eurycea tonkawae*), Tooth Cave spider (*Tayshaneta myopica*), and Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*); and one candidate species, the Monarch butterfly (*Danaus plexippus plexippus*) (collectively, Proposed Species)—as covered species under the existing Williamson County Regional Habitat Conservation Plan (RHCP) (the Amendment).[1] Consistent with the purposes of the HCP Program, the Permittees are in need of federal grant funding to support efforts to amend to their existing RHCP and incidental take permit to provide for the conservation of additional federally listed and candidate species and regulatory certainty for land use activities. Amending the RHCP to include six additional species would provide for coordinated, regional conservation planning for the species, and would reduce the workload of the U.S. Fish and Wildlife Service (USFWS) by reducing the volume of Endangered Species Act (ESA) permitting and coordination required in Williamson County.

In May 2008, the Permittees submitted the RHCP in support of an incidental take permit application.[2] In October 2008, the USFWS issued Permit No. TE-181840-0 (Permit) to the Permittees,[3] and subsequently authorized an amendment to the Permit in 2013,[4] pursuant to section 10(a)(1)(B) of the ESA.[5] The Permit authorizes take of four listed species: the golden-cheeked warbler (*Setophaga chrysoparia*); black-capped vireo (*Vireo atricapilla*);[6] Bone Cave harvestman (*Texella reyesi*); and Coffin Cave mold beetle[7] (*Batrisodes texanus*) (collectively, Covered

[1] The Williamson County RHCP, dated August 15, 2008, is publically available at: https://www.wilco.org/Portals/0/Departments/ConservationFoundation/WilCo_RHCP_08-08-08_Opt.pdf.

[2] Notice of Availability: Final Environmental Impact Statement and Final Regional Habitat Conservation Plan, 73 Fed. Reg. 53,440 (Sept. 16, 2008).

[3] Incidental Take Permit No. TE-181840-0, issued Oct. 2008, is publically available at: https://ecos.fws.gov/docs/plan_documents/fdoc/fdoc_2420.pdf.

[4] Incidental Take Permit No. TE-181840-1, issued Oct. 2013 is publically available at: https://ecos.fws.gov/docs/plan_documents/fdoc/fdoc_2421.pdf.

[5] RHCP at 1-2.

[6] The black-capped vireo was de-listed on May 16, 2018. 83 Fed. Reg. 16228 (Apr. 16, 2018).

[7] The Inner Space Caverns mold beetle (*Batrisodes texanus*) was known as the Coffin Cave mold beetle at the time of listing (58 Fed. Reg. 43818-43820 [August 18, 1993]). Since that time, the species found in Coffin Cave has been identified as *Batrisodes cryptotexanus*, which is known as the Dragonfly Cave mold beetle (Chandler and Reddell 2001, Chandler et al. 2009). It is *Batrisodes texanus* which is authorized for take by the Permit.

Species). The RHCP already provides some degree of conservation benefits to the Proposed Species but does not provide incidental take coverage. Adding the Proposed Species to the RHCP and amending the associated Permit would ensure coordinated conservation of the Proposed Species and provide incidental take coverage for public and private activities throughout the County for the duration of the Permit. This Proposal meets the highest general program funding priorities because it will have a direct effect on the recovery of the Proposed Species and their habitats; the County and the Foundation are ready to implement the Proposal; and the funding would not only be used for scientific research and community education and outreach concerning the Amendment, but also for the development of specific conservation actions in the RHCP to be implemented by the Permittees, including measures furthering the potential for recovery of listed karst invertebrates, as outlined in the Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas (USFWS 1994).[8]

2. *Conservation issue, problem, or opportunity to be addressed by the planning effort as well as the species to benefit*

Situated on the Edwards Plateau west of the Balcones Escarpment, the County ranks among the fastest-growing counties in the United States, with population estimates indicating that 120 people move to the County each day (Torre 2019). To accommodate this increase in growth, the County regularly undertakes needed transportation infrastructure improvements, such as road building, that may affect federally listed species and their habitats. Additionally, the County must serve the needs of its ever-growing constituency for responsible economic development, sufficient public infrastructure, and open space recreational and educational opportunities. Devitt et al. (2019) indicate the County currently is home to three recognized salamander species listed as threatened (*Eurycea naufragia*, *Eurycea chisholmensis*, and *Eurycea tonkawae*) (collectively, Salamander Species). SWCA et al. (2008) indicate at least three endangered karst invertebrates (*Texella reyesi*, *Batrisodes texanus*, and Tooth Cave ground beetle [*Rhadine persephone*]); one bird species listed as endangered (*Setophaga chrysoparia*); other rare animal and plant species, including the Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*); and a wide diversity of common species. USFWS (2018) indicates that *Tayshaneta myopica* is documented to inhabit the County as well. Monarch butterfly (*Danaus plexippus plexippus*) populations east of the Rocky Mountains use several migratory pathways through Canada and the United States that all merge in central Texas, including the County, before the populations continue to their overwintering grounds in Mexico (U.S. Forest Service [USFS]). Recognizing the need to sustainably accommodate its growing population while ensuring efficient and effective compliance with the ESA, the Permittees developed the RHCP and obtained the Permit in 2008, which authorizes take of the Covered Species through the associated Permit.

At the time the RHCP was approved in 2008, no salamanders occurring in the County were listed under the ESA (SWCA et al. 2008), *Tayshaneta myopica* was not thought to occur within the County (SWCA et al. 2008), and the Monarch butterfly (Monarch) had not been petitioned for

[8] USFWS published a notice of availability of a draft recovery plan amendment which would amend the recovery criteria in the the 1994 Recovery Plan for Endangered Karst Invertebrates in Travis and Williamson Counties, Texas on January 31, 2019. 84 Fed. Reg. 790. (Jan. 31, 2019).

listing. Nevertheless, *Eurycea naufragia* received special treatment under the RHCP as an "additional species." Pursuant to the RHCP, the Permittees have funded significant conservation, research, and educational measures benefitting *Eurycea naufragia*, with additional benefits provided to *Eurycea chisholmensis* and *Eurycea tonkawae* (collectively, the Salamander Species). Almost all of the peer-reviewed and published natural history literature for *Eurycea naufragia* and *Eurycea chisholmensis* has been funded by the Foundation (see Pierce et al. 2010, 2014; Biagas et al. 2012; McEntire and Pierce 2015; Gutierrez et al. 2018; Pierce and Gonzalez 2019; Wall et al. 2020; Jones et al. *in review*) with additional research funded for *Eurycea tonkawae* (see Adcock et al. 2016; *in review* a, b).

Since USFWS's issuance of the Permit, the Salamander Species have been listed as threatened species under the ESA. At the time of this Proposal, the Monarch is not listed under the ESA; however, in December 2020, USFWS found that listing the Monarch under the ESA was warranted, but precluded by higher priority actions.[9] Separately, on April 3, 2020, USFWS approved a candidate conservation agreement with assurances for the Monarch, covering certain activities such as those relating to transportation and energy infrastructure, and setting forth conservation measures providing a net conservation benefit to the species ("Monarch CCAA") (Cardno. Inc. 2020).

Adding the Proposed Species as Covered Species under the RHCP and to the Permit will assist the Permittees in complying with ESA sections 7 and 9, 16 U.S.C. §§ 1536 and 1538, and support more effective, coordinated conservation of the Proposed Species as tremendous growth in the County continues. Additionally, adding the Proposed Species as Covered Species will conserve USFWS resources and allow the agency to focus on species and activities that have not already been addressed in a comprehensive manner.

Proceeds of the requested HCP Planning Assistance grant would initially be used to evaluate the needs, costs, and benefits of the Amendment and develop a recommendation for a locally appropriate solution for the Proposed Species and, particularly, for the Salamander Species and Monarch. Proceeds would also be used to evaluate whether to add other rare species to the RHCP as species of concern; for vetting the analysis and recommended conservation strategies with stakeholders; seeking additional biological review; developing a complete RHCP; and assisting in the preparation of National Environmental Policy Act (NEPA) documentation, if desired by USFWS. The application package would be submitted with an application for an amendment to the Permit to cover the Proposed Species.[10]

The Amendment would provide for the conservation of the Proposed Species in the County. For example, the Amendment would provide an efficient compliance mechanism for landowners and public entities to deal with complex endangered species issues, thereby providing greater options and certainty about future land uses. The existing RHCP has been extraordinarily successful for the currently Covered Species, has resulted in the preservation of over 900 acres of Covered

[9] Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81,813 (Dec. 17, 2020). In January 2021, the Center for Biological Diversity and others provided a notice of intent to sue USFWS over the agency's failure to list the Monarch under the ESA.

[10] Habitat Conservation Plans may cover non-listed species that might become listed during the term of the incidental take permit, such as the Monarch (USFWS and National Marine Fisheries Service [NMFS] 2016).

Species habitat since 2008 (Van Kampen-Lewis and White 2019), and has saved USFWS countless hours of detailed review time, due to the programmatic nature of the Permit.

3. *The negative result of taking no action*

Taking no action to amend the RHCP means that the Permittees would not receive federal grant monies in connection with the Amendment. While Permittees are committed to moving forward with an Amendment irrespective of whether they receive ESA section 6 grant monies, lack of such funds could have the following negative results. First, lack of funding could result in an Amendment that may not cover all six of the Proposed Species due to a lack of Foundation resources available to cover the costs of investigation, study, drafting, and public processes necessary to add all six species. Second, even if the Foundation were still able to cover the costs of adding all six Proposed Species, any such amendment process is likely to be slower – done at the pace at which Foundation resources become available – and could result in both piecemeal compliance with the ESA throughout the County, but also piecemeal conservation for those species until an amendment could be completed by the Permittees and processed by the Service. Piecemeal compliance with the ESA benefits neither the species nor the USFWS, which would be tasked with reviewing and approving more individual section 10(a)(1)(B) permit applications and potentially more consultations under ESA section 7. It is also possible that a slower timeframe for the Amendment would result in the loss of some conservation opportunities as the County continues to experience rapid growth.

C. Purpose

The purpose of this Proposal is to streamline regulatory approvals and provide coordinated conservation actions for the Proposed Species. Specifically, including the Proposed Species as Covered Species under the RHCP will ensure coordinated ESA compliance with respect to activities that may result in take of those species; reduce the administrative burden on the County, USFWS, project proponents, and other federal, state, and local agencies required to ensure against unauthorized take of the Proposed Species and against jeopardizing the continued existence of said species; and reduce the economic burden to individual landowners by allowing them to obtain take coverage under the County and Foundation's Permit through participation in the RHCP. Meanwhile, the RHCP will provide important scientific and conservation benefits to the Proposed Species and their habitats, including providing coordinated conservation and monitoring for the Monarch.

D. Objective

To develop and submit by October 2024 the Amendment and prepare associated NEPA documentation, if such documentation is required, necessary to amend the Permit to cover the Proposed Species. Amending the Permit and RHCP would authorize take of the Proposed Species, while providing conservation benefits to the Proposed Species and potentially others.

The proposed period of performance is January 3, 2022, through December 2024. The specific outcomes to be accomplished during the proposed period of performance are specified under the Timetable section below. *See* Section H of the Project Narrative.

E. Methods/Approach

The funding will be used for coordination among relevant public agencies and stakeholders, baseline data collection (e.g., available habitat and resources), effects analyses, stakeholder outreach, including any required under Chapter 83, preparation of the draft RHCP amendment, and coordination with USFWS to process the RHCP amendment and amendment to the Permit. Relying on the expertise of the County, Foundation, and its RHCP team, the approach to amending the RHCP and applying for a Permit amendment specifically will include at least the following tasks:[11]

- Working with USFWS and TPWD, develop a specific scope for development of the Amendment and NEPA documentation;

- Identify and review existing scientific information about the Proposed Species' distribution, occurrence, ecology, and ongoing conservation efforts, including the Monarch CCAA, and identify conservation strategies to meet the needs of the Proposed Species and the goals of the Permittees;

- Develop a process for public input and, to the extent required by Chapter 83, establish a Citizens Advisory Committee (CAC) that would include representative interests from the community and other stakeholders, including owners of undeveloped land within the County and representatives from one or more public or private entities, potentially including, but not limited to: TPWD, Texas Department of Transportation, the County, the City of Georgetown, one or more school districts within the County, the City of Round Rock, the Master Naturalist, and others;

- Develop a process for scientific input and, to the extent required under Chapter 83, establish a Biological Advisory Team (BAT) that would include experts on the Proposed Species and conservation biology, including one member appointed by TWPD, one member appointed by landowner members of the CAC, and other local technical experts;

- Review initial results of the Amendment development process (i.e., goals, objectives, opportunities, and recommendations) and solicit comments from the CAC and BAT, if applicable;

- Particularly with respect to the Salamander Species, identify and describe actions within the County a) that are likely to result in incidental take and b) that are reasonably certain to occur

[11] The Permittees note that with respect to the karst invertebrates included as Proposed Species, the existing RHCP framework likely will make development of the take estimates and conservation program, including minimization and mitigation measures, significantly more efficient than development of a take and conservation framework for the Salamander Species. Similarly, the framework established under the Monarch CCAA may make development of a conservation program for the Monarch significantly more efficient. While the bulleted tasks set forth in this section do not differentiate between the Salamander Species, Monarch, or karst invertebrate species included as Proposed Species, the Permittees anticipate that some of the tasks may ultimately focus primarily on the Salamander Species and Monarch.

over the life of the Permit, and develop support for a method of assessing take of Proposed Species, including but not limited to developing appropriate surrogates where expressing the number of individual species taken is not practicable;

- With respect to the Monarch, identify and describe existing and potential habitat and consider appropriate minimization and mitigation strategies to benefit the species, including conservation measures potentially similar to those described in the Monarch CCAA, and consider establishing an appropriate surrogate and limit for take of individual Monarchs;

- With assistance from USFWS, the BAT, and CAC, as applicable, develop a mitigation program that will minimize and mitigate impacts of the take of Proposed Species to the maximum extent practicable;

- Incorporate CAC and BAT comments, if applicable, on the various components of the Amendment, and establish the general framework for the same, including covered area, solidification of list of Proposed Species, goals and objectives, likely conservation strategies, monitoring and reporting, and funding;

- In coordination with USFWS, begin the NEPA process;

- Introduce the concept of the Amendment and present the framework to the general public with public meetings and notices through local media, and solicit additional comments;

- Fine-tune Amendment framework and prepare a first draft of the Amendment, with the assistance of the CAC and BAT, as appropriate, for initial review and comment by USFWS;

- If requested, prepare the preliminary draft of NEPA document for initial USFWS review and comment;

- Prepare the second draft of Amendment and NEPA documentation addressing USFWS comments, with guidance from the CAC and BAT, if applicable;

- Hold second round of public meetings and update public notices to describe the conservation program, answer questions, and gather comments;

- Finalize the Amendment and draft NEPA document, complete the Application for Permit amendment, and submit the package of materials to USFWS for coordination and processing; and

- Provide a final report to TPWD within 30 days after completion of the last grant segment.

F. Description of Entities Undertaking the Project

The Foundation will be the primary entity responsible for carrying out the objectives, methods, and approaches described above, including working closely with the RHCP team in connection with developing the Amendment.

G. Anticipated Outcomes/Expected Results and Benefits

Amending the RHCP would likely involve the formulation of multiple approaches to the conservation of the Proposed Species, including but not limited to avoidance and minimization (e.g., through proven and defined best management practices); mitigation of potential take of the Proposed Species through preservation (including habitat preservation and potentially restoration, and/or enhancement measures); and implementation and compliance monitoring. Project success will constitute the development and submittal of an amendment to the RHCP and associated NEPA documentation, if required, by October 2024. To accomplish the project objectives, Section 6 funds will be used to:

- Develop a strategy for calculating and monitoring the potential amount of incidental take that would be authorized under the Amendment;
- Develop a strategy for avoiding and minimizing impacts to the Proposed Species and their habitats within the RHCP area, including without limitation protecting water quality for the Salamander Species to be included in the Amendment and developing measures to reduce impacts to the Monarch associated with habitat modification;
- Develop strategies for mitigating impacts of authorized take of the Proposed Species to be included in the Amendment;
- Develop a program for monitoring and reporting and adaptive management strategies specific to the Proposed Species;
- Prepare and furnish Interim and Final Reports to TPWD describing the status of the project and various aspects of the activities above as applicable, including, but not limited to, study methodology, any field research procedures and sites, a comparison of the actual accomplishments during each grant segment with the objectives of the grant as written in the proposal/scope of work; and
- Achieve compliance with the requirements for the development of regional habitat conservation plans by governmental entities pursuant to Chapter 83 of the Texas Parks and Wildlife Code (Chapter 83), as described in more detail in Section I, below.

Amending the RHCP to include the Proposed Species as Covered Species would provide a significant benefit to the Proposed Species, to ecosystem conservation, to USFWS from an administrative perspective, and to the County and its constituents, including the following:

- Providing a more holistic ecosystem-based approach to conserving the Northern Edwards Aquifer by extending conservation and management activities to both aquifer discharge and recharge features as necessary to conserve the added Salamander Species, which are spring-dwelling (this could potentially include working with one or more entities outside Williamson County to promote cooperative conservation measures applicable to the *Eurycea* spp. rangewide);

- Providing a coordinated approach to Monarch conservation, including conservation of habitat, as the County undertakes expansion of its transportation infrastructure and otherwise experiences urban growth;

- Collecting and making available to USFWS and TPWD scientific information gathered through the RHCP's monitoring and reporting programs pertaining to the status of the Proposed Species and the effectiveness of Proposed Species conservation measures;

- Providing more coordinated, long-term conservation of the Proposed Species than would otherwise be possible through a piecemeal approach, and address the identified threats to the Proposed Species through locally appropriate solutions;

- Reducing the administrative burden on USFWS by reducing the number of individual projects that must go to USFWS for project-specific review and approval;

- Reducing the burden of ESA compliance on private individuals and entities, as well as public institutions, by creating a streamlined permitting process for the Proposed Species; and

- Continuing a structure that could incorporate other community open space goals, such as compatible recreation opportunities, scenic and cultural values, and protection of water quality and quantity.

H. Timetable

Development of the RHCP amendment will be completed and a Permit application submitted to USFWS by October 2024. A schedule of project milestones that are associated with the tasks described in this grant proposal, assuming that the grant is awarded on or about June 30, 2021, are listed below.

Month/Year	Project Milestone
Jan. 2022 - Mar. 2022	Grant awarded; finalize grant contract; start work
	PHASE I
Mar. 2021	Task 1: With assistance from USFWS and TWPD, develop specific project scope
Mar. 2021 - May 2021	Task 2: Identify and review existing scientific information relevant to Amendment; evaluate the potential of various conservation strategies to meet County and Foundation's goals, including identifying and analyzing opportunities for protection of habitat-related resources
May 2021	Task 3: Based on Task 2, develop recommendations for initial Amendment framework
May 2021 - Jun. 2021	Task 4: Develop process for public input, convene CAC if necessary
May 2021- Jun. 2021	Task 5: Develop process for scientific input, convene BAT if necessary

July 2022 – Jan. 2023	Task 6: With assistance from USFWS, TPWD, and CAC and BAT, if applicable, identify and describe actions likely to result in incidental take of Proposed Species and are reasonably certain to occur over life of the Permit, estimate take anticipated under Amendment, and develop conservation program
	Task 7: Review initial results of RHCP amendment development process and solicit comments from CAC and BAT on general framework for Amendment
	Task 8: Incorporate BAT and CAC comments, if applicable, on various components of RHCP, as well establishing other components of Amendment, including monitoring, reporting, and funding
Feb. 2023 - July 2023	Task 9: Prepare initial and complete draft Amendment; provide to USFWS for review
July 2023	Task 10: Begin NEPA process; potential public meeting
Oct. 2023	Task 11: First draft of NEPA document to USFWS for review
Oct. 2023 – Jan. 2024	Task 12: Receive and incorporate comments from USFWS on first draft Amendment and NEPA document; prepare second draft of each document
Feb. 2024	Task 13: Provide second draft Amendment and NEPA document to USFWS for review
Apr. 2024	Task 14: Receive and incorporate comments from USFWS on second draft Amendment and NEPA document
May 2024 – Nov. 2024	Task 15: Potential additional public meetings and/or NEPA process; incorporate any additional comments into final draft RHCP and NEPA document
	PHASE 2
Oct. 2024	Task 16: Final draft of RHCP and NEPA documents and permit application submitted to USFWS
Dec. 2024	Task 17: Final TPWD grant report

While the Permittees have not undertaken specific steps in connection with a potential Amendment to the RHCP, the Permittees nevertheless have gathered significant data concerning the Proposed Species through RHCP-related monitoring and reporting. The Permittees anticipate that data collected from past efforts in connection with their implementation of the existing RHCP will be utilized in connection with the Amendment and activities funded through this grant, if awarded.

I. Project Location/Maps

The Amendment would cover the entirety of Williamson County, Texas (30°39′20″N, 97°35′02″W). Williamson County, Texas (30°39′20″N, 97°35′02″W), in the 31st Texas Congressional District. Field work to implement the Proposal will occur County-wide. Administrative/office activities will occur at the Foundation's offices at 219 Perry Mayfield, Leander, Texas 7864.

Below, we provide a description of the Proposed Species' ecosystem and habitat types.

1. *Salamander Species Ecosystem and Habitat Types.*

During rulemakings concerning the Salamander Species' listing status in 2013 and 2020, the USFWS described the Salamander Species' ecosystem, watershed characterization, and critical habitat types. In its 2013 listing rule for the Jollyville Plateau salamander (*Eurycea tonkawae*), the USFWS characterized the species as strictly aquatic, inhabiting surface and subsurface habitats.[12] The surface and subsurface aquatic habitats include springs and groundwater from the Trinity Aquifer, Northern Segment of the Edwards Aquifer, and local alluvial aquifers.[13] These surface habitat types include rocky substrate with interstitial spaces and subterranean aquifers.[14] As for subsurface habitats, voids between rocks underground provide cover, shelter, and foraging habitat.[15] In its September 2020 listing rule for the Georgetown salamander (*Eurycea naufragia*) and Salado salamander (*Eurycea chisholmensis*), the USFWS described the ecosystem, watershed characterization, and habitat types in the agency's proposed rule of the critical habitat designation for the Georgetown and Salado salamanders.[16] According to the USFWS, Georgetown and Salado salamanders occur in spring and stream ecosystems in surface and subsurface areas.[17] These surface habitat types include water from the northern segment of the Edwards Aquifer, rocky substrate with interstitial spaces, the spring environment, and subterranean aquifers.[18] Subsurface habitats also include water from the northern segment of the Edwards Aquifer, and subsurface spaces. For additional information on the Salamander Species, please refer to the species' final listing rules and the final critical habitat designation for the Jollyville Plateau salamander (*Eurcyea tonkawae*).

2. *Monarch Butterfly ecosystem and habitat types.*

On December 17, 2020, the USFWS issued 12-month finding on a petition to list the Monarch.[19] The finding describes the Monarch's habitat as overwintering sites with nectar and clean water sources located nearby.[20] The Monarch (*Danaus plexippus*) Species Status Assessment Report (SSA) indicates that in southwestern states, migrating monarchs tend to occur more frequently near water sources such as rivers, creeks, roadside ditches, and irrigated gardens. Additional information on the species' ecosystem and habitat needs may be found in the SSA.

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[12] Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Austin Blind and Jollyville Plateau Salamanders, 78 Fed. Reg. 51327, 51342 (Sept. 19, 2013) (codified at 50 C.F.R. § 17.11(h)).

[13] *Id.* at 51342.

[14] *Id.*

[15] *Id.*

[16] Endangered and Threatened Wildlife and Plants; Designation of Critical Habitat for the Georgetown and Salado Salamanders, 85 Fed. Reg. 57578 (proposed Sept. 15, 2020).

[17] *Id.* at 57584-57586.

[18] *Id.*

[19] Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81813 (Dec. 17, 2020).

[20] *Id.* at 81814.

3. *Tooth Cave Spider ecosystem and habitat types.*

The hydrogeological evolution of the Edwards Aquifer occurred contemporaneously with the biological evolution of a diverse community of troglobitic species within caves in the aquifer outcrop. Humid cave environments with stable temperatures were exploited by populations of surface invertebrates that did not require sunlight to complete their lifecycles. Isolation of these populations, commonly due to climate change at the surface, lead to endemic species with troglomorphic characteristics including elongated appendages, loss or reduction of eyes, and metabolic adaptations to life with a lean diet. As obligate cave-dwellers they cannot leave the cave environmental and depend on the introduction of nutrients from the surface. Nutrients can enter the deep cave environment in the form of plant roots, leaf litter and other organic debris washed into the cave, or actively in the form of trogloxeneic organisms that forage or shelter in caves such as small mammals, cave crickets, and bats. Cave habitat depends on continued infiltration of undegraded surface water into the cave. As extensions of surface ecology cave ecosystems also rely on the health of the surface plant and animal communities. The Tooth Cave spider presumably preys on microarthopods (USFWS 2011).

4. *Dragonfly Cave Mold Beetle ecosystem and habitat types.*

The hydrogeological evolution of the Edwards Aquifer occurred contemporaneously with the biological evolution of a diverse community of troglobitic species within caves in the aquifer outcrop (USFWS 2011). Humid cave environments with stable temperatures were exploited by populations of surface invertebrates that did not require sunlight to complete their lifecycles. Isolation of these populations, commonly due to climate change at the surface, lead to endemic species with troglomorphic characteristics including elongated appendages, loss or reduction of eyes, and metabolic adaptations to life with a lean diet. As obligate cave-dwellers they cannot leave the cave environmental and depend on the introduction of nutrients from the surface. Nutrients can enter the deep cave environment in the form of plant roots, leaf litter and other organic debris washed into the cave, or actively in the form of trogloxeneic organisms that forage or shelter in caves such as small mammals, cave crickets, and bats. Cave habitat depends on continued infiltration of undegraded surface water into the cave. As extensions of surface ecology cave ecosystems also rely on the health of the surface plant and animal communities. The Tooth Cave Spider presumably preys on microarthopods. The Dragonfly Cave mold beetle presumably scavenges on decaying organic matter.

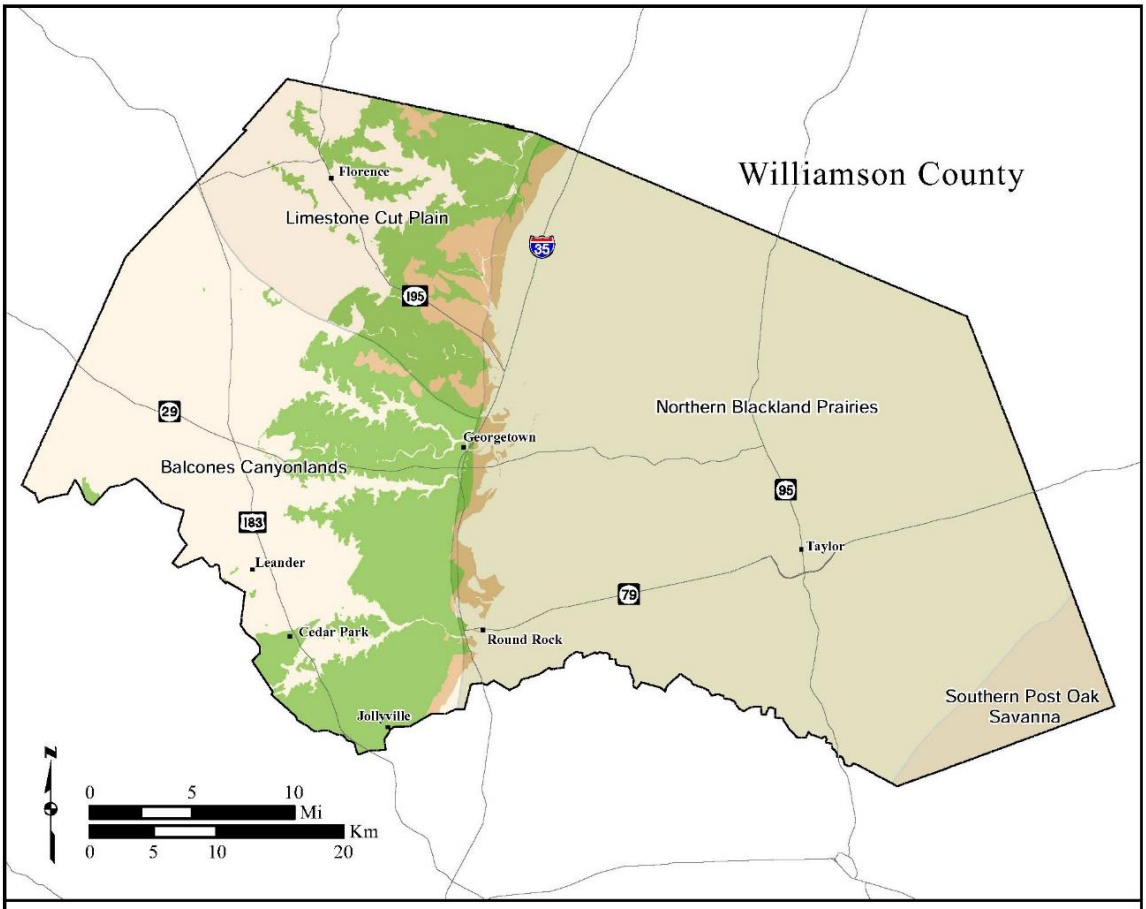


Figure 1-1. The Williamson County permit area including the major ecoregions and Karst Zone, the primary focus of the RHCP.

J. Information to support environmental compliance review requirements

In order to assist the Service in evaluating this Proposal, Permittees provide the following information relevant to compliance with NEPA, ESA, and the National Historic Preservation Act (NHPA).

- **NEPA Compliance.**

In 2009, USFWS evaluated its proposed issuance of the Permit to Permittees pursuant to environmental impact statement (EIS) under NEPA.[21] USFWS concluded that review and issued a record of decision on April 14, 2009.[22] Permittees anticipate that the EIS previously prepared by USFWS will be useful to the agency as it prepares NEPA documentation in connection with the Amendment.

- **ESA Compliance.**

Federally-listed endangered and threatened species will not be affected by the development of an RHCP amendment or submission of an application for a Permit amendment; however, should USFWS ultimately grant the Permit amendment, take of listed species would be authorized under such amendment. The Permittees expect USFWS to engage in an intra-agency consultation (formal or informal) pursuant to ESA section 7 in connection with its review and potential action on the Permittees' Application for a Permit amendment.

Permittees note that the RHCP and Permit (TE-181840-1) currently are in good standing, and have resulted in significant benefits to Covered Species and other species addressed by the RHCP. Additionally, Permittees have for years enjoyed a positive working relationship with the local USFWS office and look forward to continuing on in such a relationship.

- **National Historic Preservation Act (NHPA) Compliance.**

Permittees would seek to coordinate with USFWS to assist in complying with the NHPA in connection with the Amendment.

- **Other Federal Permits.**

There are no other federal permits required in order to apply for or be granted an Amendment.

Because this project comprises of developing an RHCP amendment in support of a Permit amendment, work under this grant is not anticipated to involve ground-disturbing activities or to affect water quality or wetlands, or air quality. Nevertheless, the Permittees are committed to obtaining all necessary authorizations from the relevant federal agencies for impacts to listed species and other federal resources that may occur under the amended Permit, should the amendment be granted.

RELATIONSHIP WITH OTHER GRANTS

[21] Regional Habitat Conservation Plan, Williamson County, TX, 74 Fed. Reg. 17211 (Apr. 14, 2009).

[22] 74 Fed. Reg. 17,211 (April 14, 2009).

The Foundation has previously received several non-traditional Section 6 grants for conservation of the Species and other listed species covered under the existing RHCP. The RHCP was developed using ESA section 6 Habitat Conservation Planning Assistance grants ($200,000 in FY 2003 and $1,005,000 in FY 2004), for the benefit of the Covered Species, along with 24 additional rare, endemic, and/or listed species, including *Eurycea naufragia*, *Eurycea chisholmensis*, *Eurycea tonkawae*, and *Rhadine persephone*. The Foundation acquired a 42-acre tract (Beck Preserve) for the conservation of one or more karst invertebrate species, including *Texella reyesi*, using a section 6 Habitat Conservation Plan Land Acquisition grant awarded in FY 2004. In 2007, the Foundation acquired by conservation easement approximately 64.4 acres (Northern Cobb Preserve) of the northern portion of Cobb Ranch for the benefit of *Texella reyesi*, *Batrisodes texanus*, four other rare karst invertebrates, *Vireo atricapilla*, *Setophaga chrysoparia*, and *Eurycea naufragia*, through the use of FY 2005 section 6 Recovery Land Acquisition grant funds.

EVALUATION CRITERIA

Consistent with Sections D2 and E1 of the Notice, this Proposal addresses and organizes the criteria specified in Section E1 to facilitate application review and scoring.[23] Furthermore, this Proposal includes information on species as defined under Section A of the Notice.[24]

1. Number of Listed and Candidate Species Benefited.

This Application proposes to benefit six species—five of which are currently listed and one that is currently a candidate species:

- Georgetown Salamander (*Eurycea naufragia*)
- Salado Salamander (*Eurycea chisholmensis*)
- Jollyville Plateau Salamander (*Eurycea tonkawae*)
- Tooth Cave Spider (*Tayshaneta myopica*)
- Dragonfly Cave mold beetle (*Batrisodes cryptotexanus*)
- Monarch butterfly (*Danaus plexippus plexippus*)[25]

2. Number of At-Risk Species Benefited.

This Application does not currently propose to address at-risk species.

3. Magnitude of Conservation Benefit.

[23] Notice at 8, 16-19.

[24] *Id*. at 8.

[25] Consistent with the Notice's definition for a candidate species, the monarch butterfly (*Danaus plexippus plexippus*) qualifies as a "candidate species." Notice at 3. On December 17, 2020, the USFWS issued a notice finding that listing the Monard "as an endangered or threatened species is warranted but precluded by higher priority actions to amend the Lists of Endangered and Threatened Wildlife and Plants." Endangered and Threatened Wildlife and Plants; 12-Month Finding for the Monarch Butterfly, 85 Fed. Reg. 81813 (Dec. 17, 2020). Although the current list of candidate species does not include the Monarch, USFWS notes that it "will be added to the candidate list[.]" 85 Fed. Reg. at 81819.

This Application to amend the RHCP will result in a major benefit to several of the Proposed Species. The table below describes the anticipated benefits to each Proposed Species.

Covered Species	**Expected Benefits**	**Degree of Benefit** (low, medium, high)	**Justification****
Georgetown Salamander	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	One hundred percent of the species' known range would be covered by the Amendment as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the Texas Water Development Board (TWDB 2021), approximately 64% of which occurs within the Plan Area.
Salado Salamander	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	Approximately 86 percent of the species' known range would be covered by the Amendment as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the TWDB (2021), approximately 64% of which occurs within the Plan Area.
Jollyville Plateau Salamander	Preservation, monitoring, and management of multiple known sites for	Medium	Approximately 64% percent of the species' known range would be covered by the Amendment

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
	the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.		as depicted in the range shown by Devitt et al. (2019). Alternatively, all three *Eurycea* species proposed for coverage in the Amendment occupy the unconfined zone of the Northern Segment of the Edwards Aquifer as shown by the TWDB (2021), approximately 64% of which occurs within the Plan Area.
Tooth Cave Spider	Preservation, monitoring, and management of multiple known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	Low	Approximately 5% percent of the species' known range would be covered by the Amendment as depicted in the range considered by USFWS (2018a).
Dragonfly Cave mold beetle	Preservation, monitoring, and management of many known sites for the species; continued funding of research to better understand species' life-cycle; continued coordination of Permittees with governments and private entities on measures to reduce impacts to species across its range.	High	One hundred percent of the species' known range would be covered by the Amendment as depicted in the range considered by USFWS (2018a).
Monarch Butterfly	Preservation, participation, monitoring, and management of habitat areas within the county;	Low	Monarchs within the County will experience benefits from measures taken in connection with Amendment; however,

Covered Species	Expected Benefits	Degree of Benefit (low, medium, high)	Justification**
	coordination with governments and private entities on measures to reduce impacts to species within the County.		because the species' range encompasses a substantial portion of the United States, the benefit as defined by the NFO would be "low."

4. Size of Plan Area.

This Application proposes to cover a plan area of approximately 725,800 acres—the entirety of Williamson County, Texas.

5. Stakeholder Participation.

Permittees anticipate a number of individuals and entities will contribute to the development of the Amendment. At this time, Permittees anticipate approximately five entities or groups of individuals would offer significant contribution to the Amendment. Pursuant to state law, Permittees would convene a citizens' advisory committee and biological advisory team made up of multiple individuals from within and outside the County. Members of the biological advisory team would include experts on the species as well as a representative from TPWD. Permittees anticipate that the biological advisory team would consist of at least three members, but likely would include five or more. Additionally, Permittees would convene a citizens' advisory committee made up of landowners from within the County. Permittees anticipate there would be no fewer than seven members of the citizens' advisory committee. Consistent with Section E.1.5. of the Notice, this Application identifies the specific contribution to the HCP development for each stakeholder or stakeholder group. Notice at 18. At this time, Permittees anticipate they will be responsible for the entirety of the 25 percent non-federal cost share.

Stakeholder/Partner Name	Contribution to Plan Preparation
TPWD[26]	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, serve as a voting member on the Citizens Advisory Committee (CAC) (described in greater detail below). In accordance with Chapter 83 of the Texas Parks and Wildlife Code, serve as presiding officer for the Biological Advisory Team (BAT) (described in greater detail below. Serve as grant administrator.

[26] The Foundation understands that under the criteria set forth in section E.1.5 of the Notice, TWPD normally would not qualify as a stakeholder for the purpose of the Application. However, the Foundation felt it important to highlight the role TWPD must take in developing the Amendment pursuant to state law.

City of Georgetown, TX	Participate in public processes and advise Permittees in connection with RHCP amendments, particularly as it concerns the Georgetown salamander and other species occurring within City limits.
Texas Department of Transportation	Participate in public processes and advise Permittees in connection with RHCP amendments, particularly as it concerns transportation planning and interfacing with RHCP.
Other cities within Williamson County	Permittees anticipate that one or more additional cities from within Williamson County would advise Permittees in connection with the Amendment, including on aspects relating to future transportation and infrastructure needs, as well as available conservation opportunities. These cities could include, but are not limited to, the City of Cedar Park and the City of Leander.
Citizens Advisory Committee members (likely to include seven or more members)	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, advise permittees with respect to landowner and policy issues relevant to the Amendment.
Biological Advisory Team (likely to include five or more members)	In accordance with Chapter 83 of the Texas Parks and Wildlife Code, assist in calculation of potential take of Covered Species and size and configuration of any Covered Species preserves.

6. Initiation or Completion of a Planning Effort.

This Application has been submitted in support of initiating the Amendment. Under Section E.2.6. of the Notice, applications to support the initiation or completion of an HCP amendment will be prioritized. Notice at 18. The Amendment has not been previously funded, including within the previous fiscal year; although, as described above, the development of the RHCP itself was funded partially through ESA section 6 monies.

7. Readiness of State to Proceed.

Please refer to the project timetable provided above under Section H of the Project Narrative. In accordance with Section E.2.7. of the Notice, the Permittee requests a period of performance that is greater than two years. Notice at 19.

8. Voluntary non-federal cost-share commitment.

This Application includes a non-Federal cost-share greater than 25 percent, as reflected in the budget included in this Proposal. A letter of commitment is attached hereto, which provides additional details concerning the amount of matching funds and services to be contributed to this Amendment within the project timeframe, including estimates of salary costs.

9. Data management and sharing.

The Permittees will continue to coordinate with USFWS on the monitoring and recovery efforts on the existing RHCP and will continue to share data and results with USFWS. Permittees have a long history of close coordination with USFWS on myriad ESA issues within the County. As they do under the existing RHCP, Permittees would continue to share the results of surveys and monitoring efforts with USFWS, and will also, from time to time, publish such results in peer reviewed literature. Indeed, since the Georgetown and Salado salamanders were first described in 2000, the Foundation has funded eight of the nine peer-reviewed publications on the ecology and conservation of the species. Permittees also anticipate they would continue to assist USFWS in maintaining accurate databases regarding species' taxonomy and other issues. For example, Permittees have provided voucher species to USFWS, including specimens for genetic studies on listed karst invertebrates. Permittees have also allowed USFWS and others access to caves maintained by Permittees to assist in ensuring that USFWS maintains best available data for the species.

The coordinated approach in managing and sharing data and scientific information will help inform future decision-making to preserve and conserve the Proposed Species.

10. Secretarial Priorities for Federal Financial Assistance

This Application demonstrates alignment with the Secretarial Priorities to (1) restore trust with local communities and (2) strike a regulatory balance. Notice at 3-4.

Restoring trust with local communities. Local communities in Central Texas have been impacted by restrictions placed on development because of the presence of ESA-listed species or listed species habitat. Without streamlined permitting and ESA compliance options, important transportation, infrastructure, and other projects often experience delays and significant increases in cost. As a result, local communities sometimes hold a negative view of the purpose and impact of the ESA. It has been Permittees' experience that the RHCP has assisted landowners and others within Williamson County in understanding the importance of the ESA. Importantly, Permittees believe that the availability of a streamlined ESA permitting mechanism—and one that is run locally—has increased ESA compliance beyond that which may have occurred otherwise. Under the RHCP, the Permittees have also increased community awareness of the ESA through educational and other programs. Permittees are proud of all educational and other programs associated with the RHCP, but two results are of particular note: the high RHCP participation rate and the successful development and implementation of a 4(d) rule relating to the Georgetown and Salado salamanders. When Permittees were developing the RHCP, they anticipated a participation rate from the regulated community of approximately 10 percent. In practice, this rate has been between 30 and 40 percent—a significant portion of development within the County. In response to the pending listing of the Georgetown and Salado salamanders, Permittees worked closely with the City of Georgetown and USFWS to find a framework for salamander preservation that would also allow reliable ESA compliance options for those within the City of Georgetown and its ETJ. This framework ultimately was given approval via the Final 4(d) Rule for the Georgetown Salamander.[27]

Striking a regulatory balance. The availability of a locally focused, streamlined mechanism for ESA permitting encourages landowners and others to comply with the ESA. Under the existing RHCP, project proponents in Williamson County may obtain ESA section 10 coverage in a matter of weeks, whereas obtaining an individual permit from USFWS often can take a year or more. Additionally, because of the potential reduction in individual ESA section 10 permit applications, the workload of the local USFWS is reduced, allowing local staff to focus on other permitting and compliance efforts within the region.

The Amendment will also serve to increase scientific knowledge of the Proposed Species. To "ensure that ESA decisions are based on strong science and thorough analysis," the Permittees propose to identify and review existing scientific information about the Proposed Species' distribution, occurrence, ecology, conservation strategies, and ongoing conservation efforts to benefit the Proposed Species. *See* Notice at 4. As noted in the "Methods/Approach" Section above, the Permittees seek to develop scientific input from USFWS, the BAT, experts on the Proposed Species and conservation biology, and other local technical experts. This scientific information

[27] 80 Fed. Reg. 47,418 (Aug. 7, 2015).

will help guide decisions concerning species preservation, minimization of impacts to the species, public outreach, and other aspects of species conservation.

BUDGET NARRATIVE

The following Budget Detail narrative for the Proposal demonstrates the connection between costs and the proposed project activities. Permittees anticipate that the budget's primary portion will be expended on preparing and processing the Permit amendment application package and would include the cost of biological consultants and other professionals assisting on the Application package. Project personnel costs, including baseline salaries and estimated salary adjustments, are directly charged. No equipment will be purchased using grant funds.

Additional information on the budget may be found below. The County and Foundation propose to provide a 28.79% applicant cost-share, or $287,854 for the cost of completing the Amendment, Permit amendment application, and NEPA documentation, with the federal government providing no more than 75% in grant funds or $712,146.

Budget.	Narrative (summary)	Amount
1.	Prepare and process complete Permit amendment application package, including RHCP amendment, Permit amendment application, and implementing Agreement, if required.	$ 751,667.00
2.	Prepare and process NEPA document, including any required public scoping or public meetings, review and incorporate public comments, and process through finalization of NEPA process.	$ 168,867.00
3.	Complete section 7 consultation.	$ 79,466.00
	Total Project Cost	$ 1,000,000
	Federal Share	$ 712,146 (71.21%)
	Non-federal Share	$ 287,854 (28.79%)

Partial funding is not practicable for this Proposal to amend the Williamson County RHCP to cover six additional species.

Consistent with 2 C.F.R. § 200.306 and the "object class categories" provided in SF-424A, the following are the cost category anticipated as part of the Permittee's shared costs or matching funds:

- Personnel; and

- Contractual.

Please see the attached Budget Detail Narrative spreadsheet, signed and dated February 26, 2021, for more information.

INDIRECT COST STATEMENT: ORGANIZATIONS

We are a "local government," as defined under 2 C.F.R. § 200.64, that will charge all costs directly.

CONFLICT OF INTEREST DISCLOSURE

Permittees have identified no conflicts of interest as of the time of this Application.

SINGLE AUDIT REPORTING STATEMENT

The Applicant was not required to submit a Single Audit report for the most recently closed fiscal year.

CERTIFICATION REGARDING LOBBYING

Pursuant to 43 C.F.R. Appendix A to Part 18, the undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OVERLAP OR DUPLICATION OF EFFORT STATEMENT

There are no overlaps or duplication between this Application and any of our other Federal applications or funded projects, including in regards to activities, costs, or time commitment of key personnel.

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ESTIMATED COST: 1,000,000

Project Name: Amending Williamson County Regional Habitat Conservation Plan to Cover Six Additional Species

Sub-recipient: Williamson County Conservation Foundation

Cost Categories	Federal Share (Please select one)	Applicant Share (Non-federal Match)	Total
YEAR 1 - FY 2021			
Personnel	0	$12,618	$12,618
PI/Grad Student Salaries	0	$0	$0
Temp Asst Salaries	$0	$0	$0
Fringe Benefits	$0	$0	$0
Travel	$0	$0	$0
Equipment	$0	$0	$0
Supplies	$0	$0	$0
Contractual	$178,037	$59,346	$237,382
Miscellaneous	$0	$0	$0
Total Direct Cost	$178,037	$71,963	$250,000
Modified Total Direct Cost (MTDC)*	$0	$0	$0
Indirect Cost Rate as applied to MTDC	$0	$0	$0
Unrecovered indirect as match (if applicable)	$0	$0	$0
Total IDC			$0
Total (Yr 1)	$178,037	$71,963	$250,000
Total year 1 (%)	71.21%	28.79%	100.00%
YEAR 2 - FY 2022			
Personnel		12617.98	12617.98
PI/Grad Student Salaries	$0	$0	$0
Temp Asst Salaries	$0	$0	$0
Fringe Benefits	$0	$0	$0
Travel	$0	$0	$0
Equipment	$0	$0	$0
Supplies	$0	$0	$0
Contractual	$178,037	$59,346	$237,382
Miscellaneous	$0	$0	$0
Total Direct Cost	$178,037	$71,963	$250,000
Modified Total Direct Cost (MTDC)*	$0	$0	$0
Indirect Cost Rate as applied to MTDC	$0	$0	$0

Enter full negotiated IDC rate:	

Unrecovered indirect as match (if applicable)	*$0*	*$0*	*$0*
Total IDC			*$0*
Total (Yr 2)	*$178,037*	*$71,963*	*$250,000*
Total year 2 (%)	*71.21%*	*28.79%*	*100.00%*
YEAR 3 - FY 2023			
Personnel	*0*	*12617.98*	12617.98
PI/Grad Student Salaries	*$0*	*$0*	*$0*
Temp Asst Salaries	*$0*	*$0*	*$0*
Fringe Benefits	*$0*	*$0*	*$0*
Travel	*$0*	*$0*	*$0*
Equipment	*$0*	*$0*	*$0*
Supplies	*$0*	*$0*	*$0*
Contractual	*$178,037*	*$59,346*	*$237,382*
Miscellaneous	*$0*	*$0*	*$0*
Total Direct Cost	*$178,037*	*$71,963*	*$250,000*
Modified Total Direct Cost (MTDC)*	*$0*	*$0*	*$0*
Indirect Cost Rate as applied to MTDC	*$0*	*$0*	*$0*
Unrecovered indirect as match (if applicable)	*$0*	*$0*	*$0*
Total IDC	*$0*	*$0*	*$0*
Total (Yr 3)	*$178,037*	*$71,963*	*$250,000*
Total year 3 (%)	*71.21%*	*28.79%*	*100.00%*

YEAR 4 - FY 2024			
Personnel	*0*	*12617.98*	12617.98
PI/Grad Student Salaries	*$0*	*$0*	*$0*
Temp Asst Salaries	*$0*	*$0*	*$0*
Fringe Benefits	*$0*	*$0*	*$0*
Travel	*$0*	*$0*	*$0*
Equipment	*$0*	*$0*	*$0*
Supplies	*$0*	*$0*	*$0*
Contractual	*$178,037*	*$59,346*	*$237,382*
Miscellaneous	*$0*	*$0*	*$0*
Total Direct Cost	*$178,037*	*$71,963*	*$250,000*
Modified Total Direct Cost (MTDC)*	*$0*	*$0*	*$0*
Indirect Cost Rate as applied to MTDC	*$0*	*$0*	*$0*
Unrecovered indirect as match (if applicable)	*$0*	*$0*	*$0*
Total IDC	*$0*	*$0*	*$0*



Total (Yr 4)	*$178,037*	*$71,963*	*$250,000*
Total year 4 (%)	*71.21%*	*28.79%*	*100.00%*
Total amount of IDC used to meet match requirement:	$0.00		

GRAND TOTAL ($)	***$712,146***	***$287,854***	***$1,000,000***
GrandTotal (%)	***71.21%***	***28.79%***	***100.00%***

Modified Total Direct Cost (MTDC) **MTDC is included in most, but not all, NICRA's. Please refer to your institution's NICRA to determine the base to which the IDC rate should be applied.*	MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each subaward/subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward/subcontract in excess of $25,000.
Indirect Cost (F&A; unrecovered indirect costs may be used to meet match requirements.)	Include the currently approved Indirect Cost rate for your organization; In order to claim indirect costs you must attach a copy of the valid Indirect Cost rate agreement for your organization that was negotiated with the appropriate cognizant federal agency.

NOTE: This budget **MUST** be reviewed and approved by the pass-thru entity's designated Contract Point-of-Contact, such as a grant coordinator, a budget coordinator, or a reviewer from the Office of Sponsored Research. *If the budget indicates that part of your IDC will be waived to use as match, then the budget must be signed by the institution's official having the authority to negotiate indirect cost rates for your organization.*

X Gary D Boyd

Contract Point-of-Contact

Printed Name: GARY D BOYD
Job Title: DIRECTOR, ENVIRONMENTAL PROGRAMS
Email: gboyd@wilco.org
Work Phone: 512/943-1921

Commissioners Court - Regular Session **10.**

Meeting Date: 03/09/2021

Local Rabies Control Authority (LRCA) appointment for County Sheriff

Submitted For: Mike Gleason **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the appointment of Williamson County Sheriff's Office, Morgan Spencer, to be designated as the Local Rabies Control Authority (LRCA) effective March 9, 2021 for the purposes of the Rabies Control Act of 1981.

Background

Morgan Spencer is the supervisor over the Animal Control Unit and has taken the proper coursework on March 3, 2021 to be eligible as the LRCA.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LRCA appointment-Spencer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/24/2021 03:07 PM
Form Started By: Starla Hall		Started On: 02/22/2021 12:27 PM
Final Approval Date: 02/24/2021		

TEXAS Health and Human Services | Texas Department of State Health Services

LOCAL RABIES CONTROL AUTHORITY

The Commissioners Court (governing body) of Williamson County (city or county)

designates Animal Control Supervisor (job title or name) as the Local Rabies Control Authority (LRCA) for the purposes of the RABIES CONTROL ACT OF 1981.

This appointment became effective March 9, 2021 (date).

AUTHORIZING PERSON'S NAME (print): Bill Gravell

AUTHORIZING PERSON'S TITLE: County Judge

AUTHORIZING PERSON'S SIGNATURE: _____

Please print the name and contact information of the appointed individual:

NAME: Morgan Spencer

AGENCY: Williamson County Sheriff's Office

STREET ADDRESS: 508 S. Rock Street

MAILING ADDRESS: 508 S. Rock Street

CITY/STATE/ZIP: Georgetown, TX 78626

JOB TITLE: Animal Control Supervisor

TELEPHONE: 512-864-8282

FAX: 512-943-1444

E-MAIL ADDRESS: morgan.spencer@wilco.org

RETURN THIS FORM TO: Department of State Health Services
Zoonosis Control
2408 South 37th Street
Temple, TX 76504

Commissioners Court - Regular Session **11.**

Meeting Date: 03/09/2021

Axon Purchase

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the quotation between Axon Enterprises and Williamson County for the purchase of taser cartridges in the amount of $8,000, pursuant to Texas Smart Buy contract # 680-A1, and authorizing execution of the quote.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. Quotation attached outlines the details of this purchase for (250) 25Ft standard cartridges. Department contact is Chief James Carmona. This expenditure will be charged to 01.0100.0560.003008.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quotation

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 08:30 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:27 AM
Form Started By: Erica Smith		Started On: 03/02/2021 09:03 AM
Final Approval Date: 03/04/2021		

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-288913-44251.800PM

Issued: 02/24/2021

Quote Expiration: 03/26/2021

Account Number: 106647

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO
Johnathan Kidwell
Williamson County Sheriff's Office - TX
508 S Rock St.
Georgetown, TX 78626
US

BILL TO
Williamson County Sheriff's Office - TX
508 S Rock St.
Georgetown, TX 78626
US

SALES REPRESENTATIVE
Pat Murphy
Phone: (602) 326-6158
Email: pmurphy@taser.com
Fax: 480-426-9776

PRIMARY CONTACT
Johnathan Kidwell
Phone: (512) 630-6752
Email: jkidwell@wilco.org

Group1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22190	25 FT STANDARD CARTRIDGE, X26/X26P NS		250	32.00	32.00	8,000.00
					Subtotal	8,000.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	8,000.00
					Grand Total	**8,000.00**

Notes

TX Smart Buy Contract No. 680-A1 used for pricing and terms

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Exhibit A, Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:		**Date:**	
Name (Print):		**Title:**	
PO# (Or write N/A):			

Signature:	DocuSigned by: 55DAEBB131A4424...	**Date:**	2/28/2021 | 7:45 PM MST
Name (Print):	Robert Driscoll	**Title:**	VP, Assoc. General Counsel

Please sign and email to Pat Murphy at pmurphy@taser.com or fax to 480-426-9776

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
Review 1	Review 2	SO #:
Comments:		

DocuSign Envelope ID: CB731634-2FC5-4070-B541-F11CDA477120

Exhibit A

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Axon agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Axon which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Axon agrees that customer shall have access during normal working hours to all necessary Axon facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Axon reasonable advance notice of intended audits.

Commissioners Court - Regular Session **12.**

Meeting Date: 03/09/2021

Williamson County Child Advocacy Center Addition (P530) ODR for Tom Stanfield

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the appointment of Williamson County Facilities Project Manager, Tom Stanfield, with general authority to approve invoices and change orders for the Child Advocacy Center Addition Project (P530) for any increase or decrease in cost of $30,000 or less in accordance with Section 262.031 of the Local Government Code; changes in Plans and Specifications; provided, however, the original contract price may not be increased by more than 25% and the original contract price may not be decreased by 18% or more without the consent of the contractor.

Background

A request is being made for this authority due to the nature of performing contract work within the Child Advocacy Center and the necessity of an uninterrupted workflow to allow for continuity of schedules between staff and the contractor. Section 262.031 of the Local Government Code allows for the grant of such authority up to $50,000.00. Tom Stanfield will be serving as the Project Manager on the project. Any change orders that are approved by Tom Stanfield will be placed on the Commissioners Court's agenda the following week.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:20 AM
Form Started By: Wendy Danzoy		Started On: 03/03/2021 11:20 AM
Final Approval Date: 03/04/2021		

Commissioners Court - Regular Session **13.**

Meeting Date: 03/09/2021

Criminal Justice Center Remodel (P515) Steinbomer WA#5

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Work Authorization No. 5 for the Criminal Justice Center Court Build-Out (P515) in the amount of $40,247.00 to expire on November 30, 2021, under Williamson County First Amended and Restated Agreement for Architectural and Engineering Services between Williamson County and Steinbomer & Associates, Architects, Inc., dated November 24, 2020.

Background

On November 24, 2020, the Williamson County Commissioners Court approved the First Amended and Restated Agreement for Architectural and Engineering Services which modifies the compensation method of the original agreement by setting forth the payment of fees will be based on a percentage of completion of a scope of services as opposed to the current hourly billing basis for services; sets forth that a maximum cap will be set on the amount of reimbursable expenses that may be paid for an assigned scope of services on each specific project; provides invoicing requirements in relation to payment requests to the County; and revises the Work Authorization template that is to be used under the agreement. The remainder of the original agreement will remain in place and continue in full force as per Agreement for Architectural and Engineering Services dated effective January 30, 2019.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC Remodel P515-Steinbomer WA#5

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/04/2021 09:39 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:45 AM
Form Started By: Wendy Danzoy		Started On: 03/03/2021 11:48 AM
Final Approval Date: 03/04/2021		

WORK AUTHORIZATION NO. 5

PROJECT: **CJC Court Build-out and Various Department Remodels** ("Project")

ARCHITECT/
ENGINEER: **Steinbomer & Associates, Architects, Inc.** ("A/E")
Jed Duhon, Principal
P.O. Box 66878
Austin, TX 78766

COUNTY'S DESIGNATED
REPRESENTATIVE: **Williamson County Facilities Department**
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS WORK AUTHORIZATION, effective as of the latest date of the signatories indicated at the conclusion of this document and all attachments (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and A/E.

ARTICLE 1

A/E shall provide Design and Engineering Services set forth in **Attachment A** of this Work Authorization.

ARTICLE 2

The maximum amount payable for Basic Services under this Work Authorization without modification is **Forty Thousand Two Hundred Forty-Seven Dollars ($ 40,247)**, as set forth in **Attachment B** of this Work Authorization.

ARTICLE 3

Payment to A/E for the services established under this Work Authorization shall be made in accordance with the First Amended and Restated Agreement.

ARTICLE 4

This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on **November 30, 2021**, as set forth in **Attachment C** of this Work Authorization. The Design and Engineering Services set forth in **Attachment A** of this

Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

ARTICLE 5

This Work Authorization does not waive the parties' responsibilities and obligations provided under the First Amended and Restated Agreement.

ARTICLE 6

By execution of this Work Authorization, A/E and County agree that ALL previous Work Authorizations related to this Project are terminated and shall be supplanted by this Work Authorization.

ARTICLE 7

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. A/E understands and agrees that County's payment of amounts under this Work Authorization is contingent on County receiving appropriations or other expenditure authority sufficient to allow County, in the exercise of reasonable administrative discretion, to continue to make payments under the First Amended and Restated Agreement. It is further understood and agreed by A/E that County shall have the right to terminate the First Amended and Restated Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may affect such termination by giving written notice of termination to A/E.

ARTICLE 8

This Work Authorization is hereby accepted and acknowledged below.

A/E:	**COUNTY:**
Steinbomer & Associates, Architects, Inc.	Williamson County, Texas
By: _____ Signature	By: _____ Signature
JED E. DUHON Printed Name	_____ Printed Name
PRINCIPAL Title	_____ Title
Date Signed: 2.26.21	Date Signed: _____

ATTACHMENT A

BASIC SCOPE OF SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AMENDED AND RESTATED AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AMENDED AND RESTATED AGREEMENT, THE AMENDED AND RESTATED AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Amended and Restated Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, architectural, structural, mechanical, plumbing, electrical, IT and security, and construction administration, as agreed to by County and A/E.

GENERAL REQUIREMENTS

Right-of-Entry and Coordination. A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files run and are formatted in accordance with the Amended and Restated Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Amended and Restated Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels.

A/E shall perform QA and QC on all subconsultant products (when applicable to the project)

prior to delivery to County.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, file content, date created (i.e. "Project Name_SD PLANS_year.month.day"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

SCOPE OF WORK:

Williamson County Justice Center
405 Martin Luther King Jr. Street
Georgetown, TX 78626

P515
Court Build-out and Various Departments Remodel

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Attachment C – *Production Schedule*. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement, Work Authorization, or Supplemental Work Authorization thereto.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation and Inspection:

A/E shall perform the following services:

A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.

B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.

C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.

D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.

F. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.

G. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

H. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.

B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.

C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.

D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT model or CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.

E. Provide deliverables in accordance with County's Design Submittal Guidelines.

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**40,247**	100%
74%	**Remaining Construction Administration (CA) Services**	**$**	**29,950**	
12%	**CA Meeting Coordination**	**$**	**5,000**	
13%	**Closeout Documents**	**$**	**5,297**	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**34,950**	87%
	Remaining Construction Administration (CA) Services	$	29,950	
	CA Meeting Coordination	$	5,000	
Phase VII - PROJECT CLOSE-OUT		**$**	**5,297**	13%
	Closeout Documents	$	5,297	

ATTACHMENT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Attachment A** of this Work Authorization within **Two Hundred Sixty-Six (266) calendar days** from the date of this Work Authorization.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (10) business days minimum.

Work Authorization Execution Date	**03/09/21**
Phase VI - CONSTRUCTION ADMINISTRATION⚜	
Construction Substantial Completion	07/12/21
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	08/11/21
Work Authorization Termination Date	**11/30/21**

Commissioners Court - Regular Session **14.**

Meeting Date: 03/09/2021

River Ranch County Park (P315)-Prime Construction Deductive Change Order #11

Submitted For: Dale Butler **Submitted By:** Wendy Danzoy, Building Maintenance

Department: Building Maintenance

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on accepting a report on the Williamson County River Ranch County Park Ph. 1 Project (P315); Prime Construction Deductive Change Order #11 in the amount of ($15,009.98) This change order is a deductive change for a credit for utilities. There is also an extension request for 7 weather days.

Background

This change order is to credit the County for utilities. There is a time extension due to weather of 7 days. On March 6, 2018, the Williamson County Commissioners Court granted Dale Butler, Williamson County Senior Director of Facilities, with general authority to approve change orders in relation to any Williamson County construction contract pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

River Ranch CP Prime Deductive CO#11

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/03/2021 03:41 PM
Form Started By: Wendy Danzoy		Started On: 03/03/2021 12:10 PM
Final Approval Date: 03/03/2021		

PCO #011

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
Phone: (512) 244-7799
Fax: (512) 990-9886

Project: 02.18010 - River Ranch County Park Phase 1 Improvements
1751 County Road 282
Liberty Hill, Texas 78642

Prime Contract Potential Change Order #011: CE #178 - Credit for Utilities & Weather Delays

TO:	Williamson County 219 Perry Mayfield Leander Texas, 78641	**FROM:**	Prime Construction Company Inc. 20907 Martin Lane Pflugerville Texas, 78660
PCO NUMBER/REVISION:	011 / 0	**CONTRACT:**	1 - River Ranch County Park Phase 1 Improvements BASE Prime Contract
REQUEST RECEIVED FROM:		**CREATED BY:**	Kristian Payton **(Prime Construction Company Inc.)**
STATUS:	Pending - In Review	**CREATED DATE:**	3/2/2021
REFERENCE:		**PRIME CONTRACT CHANGE ORDER:**	#011 - CE #178 - Credit for Utilities & Weather Delays
FIELD CHANGE:	No		
LOCATION:		**ACCOUNTING METHOD:**	Amount Based
SCHEDULE IMPACT:	7 days	**PAID IN FULL:**	No
		TOTAL AMOUNT:	($15,009.98)

POTENTIAL CHANGE ORDER TITLE: CE #178 - Credit for Utilities & Weather Delays

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*
CE #178 - Credit for Utilities & Weather Delays
Credit for Utilities
Added 7 days per Weather Delays

This Change Order shall constitute full and final negotiations for the said scope of work with no assumptions, additional obligations, or promises made other than what is strictly written within this document. This instrument cannot and does not change, modify, or exclude any terms within the original contract entered into previously by both parties unless specifically stated. This change order will become effective, in whole, with or without signature within 7 days of receipt if notice is not provided identifying specific reasons the Subcontractor disputes the change order.

ATTACHMENTS:
Daily Log Weather Delays 2.11.21 thru 2.19.21.pdf

#	Cost Code	Description	Type	Amount
1		Credit for Utilities		($15,009.98)
2		Add 7 days of Weather Delays		$0.00
			Subtotal:	($15,009.98)
			Grand Total:	**($15,009.98)**

Alex Ramirez (Design Workshop)
812 San Antonio St #401
Austin Texas 78701

3/2/2021
SIGNATURE **DATE**

Williamson County
219 Perry Mayfield
Leander Texas 78641

3/2/21
SIGNATURE **DATE**

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville Texas 78660

3/2/2021
SIGNATURE **DATE**

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville, Texas 78660
United States

Printed on Mon Mar 1, 2021 at 08:54 am CST

Job #: 02.18010 River Ranch County Park Phase 1 Improvements
1751 County Road 282
Liberty Hill Texas. 78642

Daily Log Weather Delays For River Ranch County Park Phase 1 Improvements

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
02/19/21	Snow		Snow		Very Cold			Snow/Ice making site unworkable	
02/18/21	Snow		Snow		Very Cold			Snow/Ice making site unworkable	
02/17/21	Frozen		Snow		Very Cold			Snow/Ice making site unworkable	
02/16/21	Snow		Snow		Very Cold			Snow/Ice making site unworkable	
02/15/21	Snow		Clear		Very Cold			Snow/Ice making site unworkable	
02/12/21	Snow		Cloudy		Very Cold			Snow/Ice making site unworkable	
02/11/21	Snow		Ice/Sleet/Hail		Very Cold			Snow/Ice making site unworkable	

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville , Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park
Phase 1 Improvements
1751 County Road 282
Liberty Hill , Texas 78642

Daily Log: Thursday 2/11/2021

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
28°F	33°F	31°F	0.94 in.	1.01 in.	1.02 in.	78%	82%	89%	26°F	14.0 mph	17 mph	27 mph

DAILY SNAPSHOT

06:00AM	09:00AM	12:00PM	03:00PM	06:00PM	09:00PM
cloudy	**rain**	**rain**	**rain**	**rain**	**rain**
31°F	28°F	30°F	31°F	32°F	33°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	08:45:00 AM	Yes	Ice/Sleet/Hail	Very Cold				Snow

Comments: Snow/Ice making site unworkable

By | Date | Copies To

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville , Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park
Phase 1 Improvements
1751 County Road 282
Liberty Hill , Texas 78642

Daily Log: Friday 2/12/2021

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
24°F	31°F	28°F	0.01 in.	0.95 in.	1.02 in.	79%	86%	95%	24°F	11.8 mph	14 mph	26 mph

DAILY SNAPSHOT

06:00AM	09:00AM	12:00PM	03:00PM	06:00PM	09:00PM
cloudy	partly-cloudy-day	cloudy	cloudy	cloudy	partly-cloudy-night
25°F	26°F	29°F	31°F	29°F	28°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	08:50:00 AM	Yes	Cloudy	Very Cold				Snow

Comments: Snow/Ice making site unworkable

By

Date

Copies To

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville , Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park
Phase 1 Improvements
1751 County Road 282
Liberty Hill , Texas 78642

Daily Log: Monday 2/15/2021

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
6°F	19°F	12°F	0.13 in.	0.24 in.	0.26 in.	62%	72%	84%	5°F	13.2 mph	16 mph	32 mph

DAILY SNAPSHOT

06:00AM	09:00AM	12:00PM	03:00PM	06:00PM	09:00PM
partly-cloudy-night	partly-cloudy-day	partly-cloudy-day	clear-day	clear-day	clear-night
7°F	9°F	16°F	19°F	19°F	11°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	08:50:00 AM	Yes	Clear	Very Cold				Snow

Comments: Snow/Ice making site unworkable

By

Date

Copies To

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville , Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park
Phase 1 Improvements
1751 County Road 282
Liberty Hill , Texas 78642

Daily Log: Tuesday 2/16/2021

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
2°F	23°F	13°F	0.07 in.	0.20 in.	0.31 in.	71%	78%	89%	8°F	5.6 mph	8 mph	12 mph

DAILY SNAPSHOT

06:00AM	09:00AM	12:00PM	03:00PM	06:00PM	09:00PM
partly-cloudy-night	partly-cloudy-day	partly-cloudy-day	partly-cloudy-day	cloudy	cloudy
3°F	10°F	18°F	23°F	21°F	19°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	08:40:00 AM	Yes	Snow	Very Cold				Snow
	Comments:	Snow/Ice making site unworkable						

By

Date

Copies To

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville , Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park
Phase 1 Improvements
1751 County Road 282
Liberty Hill , Texas 78642

Daily Log: Wednesday 2/17/2021

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
20°F	31°F	27°F	0.22 in.	0.29 in.	0.42 in.	79%	88%	98%	24°F	9.3 mph	13 mph	25 mph

DAILY SNAPSHOT

06:00AM	09:00AM	12:00PM	03:00PM	06:00PM	09:00PM
cloudy	**cloudy**	**cloudy**	**cloudy**	**cloudy**	**cloudy**
28°F	26°F	28°F	31°F	30°F	28°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	08:40:00 AM	Yes	Snow	Very Cold				Frozen

Comments: Snow/Ice making site unworkable

By | Date | Copies To

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville , Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park
Phase 1 Improvements
1751 County Road 282
Liberty Hill , Texas 78642

Daily Log: Thursday 2/18/2021

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
23°F	30°F	26°F	0.03 in.	0.25 in.	0.31 in.	67%	79%	90%	20°F	11.7 mph	15 mph	28 mph

DAILY SNAPSHOT

06:00AM	09:00AM	12:00PM	03:00PM	06:00PM	09:00PM
cloudy	cloudy	cloudy	cloudy	partly-cloudy-day	partly-cloudy-night
23°F	25°F	28°F	30°F	29°F	25°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	08:40:00 AM	Yes	Snow	Very Cold				Snow

Comments: Snow/Ice making site unworkable

By

Date

Copies To

Prime Construction Company Inc.
20907 Martin Lane
Pflugerville , Texas 78660
P: (512) 244-7799
F: (512) 990-9886

Project: 02.18010 - River Ranch County Park
Phase 1 Improvements
1751 County Road 282
Liberty Hill , Texas 78642

Daily Log: Friday 2/19/2021

WEATHER REPORT

Temperature			Precipitation Since			Humidity				Windspeed		
Low	High	Avg	Midnight	2 Days Ago	3 Days Ago	Low	Avg	High	Dew	Avg	Max	Gust
15°F	39°F	27°F	0.36 in.	0.39 in.	0.61 in.	66%	79%	91%	21°F	5.3 mph	8 mph	18 mph

DAILY SNAPSHOT

06:00AM	09:00AM	12:00PM	03:00PM	06:00PM	09:00PM
clear-night	**clear-day**	**snow**	**rain**	**rain**	**clear-night**
16°F	23°F	32°F	38°F	37°F	30°F

OBSERVED WEATHER CONDITIONS

No.	Time Observed	Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea
1	08:45:00 AM	Yes	Snow	Very Cold				Snow

Comments: Snow/Ice making site unworkable

By

Date

Copies To

Commissioners Court - Regular Session **15.**

Meeting Date: 03/09/2021

Williamson County ESOC Waterproofing

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss consider and take appropriate action on approving the services between Williamson County and Vaughn Construction to provide waterproofing services to the Williamson County ESOC building in the amount of $76,123.07 per the terms of Choice Partners Contract # 20/017MR-20 and by authorizing the execution of this contract.

Background

This proposal will provide the services of waterproofing the Williamson County ESOC building located at 911 Tracy Chambers Ln, Georgetown, TX 78626 and will be completed with a walk through per drawings. Department point of contact is Dwayne Gossett. Funding Source 01.0100.1071.004510.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract and Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:31 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:36 AM
Form Started By: Andrew Portillo		Started On: 03/04/2021 07:54 AM
Final Approval Date: 03/04/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

SERVICES CONTRACT
FOR
ESOC WATERPROOFING

(Vaughn Construction via Choice Partners Contract Number: 20/017MR20)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "The County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Vaughn Construction** (hereinafter "Service Provider"), with mailing address at 10355 Westpark Drive Houston, Texas 77042 (phone 713-243-8300). The County agrees to engage Service Provider as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

No Agency Relationship: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with The County, nor shall Service Provider hold himself out as an agent or official representative of The County unless expressly authorized to do so by a majority of the Williamson County Commissioners Court. Service Provider shall be considered an independent contractor for the purpose of this agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

II.

Entire Contract & Incorporated Documents: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Contract include the following:

A. As described in the attached Statement of Work/Proposal, dated February 2, 2021 which is incorporated herein as if copied in full;

B. Choice Partners Contract Number: 20/017MR20; and

C. Any required insurance certificates evidencing required coverages.

III.

No Assignment: Service Provider may not assign this contract.

IV.

Compliance with All Laws: Service Provider agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Consideration and Compensation: Service Provider will be compensated based on the attached Statement of Work/Quotation dated February 2, 2021 which is incorporated herein as if copied in full. **The not-to-exceed amount under this agreement is $76,123.07, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VI.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by The County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to The County and name The County as an additional insured.

	Type of Coverage	**Limits of Liability**
a.	Worker's Compensation	Statutory
b.	Employer's Liability	
	Bodily Injury by Accident	$500,000 Ea. Accident
	Bodily Injury by Disease	$500,000 Ea. Employee
	Bodily Injury by Disease	$500,000 Policy Limit

c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (*including premises, completed operations and contractual*)	$1,000,000	$1,000,000

Aggregate policy limits: $2,000,000

d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	$1,000,000	$1,000,000
Property damage	$1,000,000	$1,000,000

Aggregate policy limits No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by The County.

Upon execution of this Contract, Service Provider shall provide The County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

VII.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VIII.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he or she is not an employee of The County. The services include, but are not limited to the following items in order to complete the project:

As described in the Statement of Work/Proposal, dated February 2, 2021 which is incorporated herein as if copied in full.

IX.

Good Faith: Service Provider agrees to act in good faith in the performance of this agreement.

X.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XI.

Termination: This agreement may be terminated at any time at the option of either party, without *future or prospective* liability for performance upon giving thirty (30) days written notice thereof. **In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.**

XII.

Venue and Applicable Law: Venue of this contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIII.

Effective Date and Term: This contract shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph XI above.

XIV.

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

XV.

Right to Audit: Service Provider agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that The County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XVI.

No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of The County, the Williamson County Commissioners Court, or the Williamson County Judge.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of The County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of The County.

Executed this ____ day of _____, 20____ to be effective as of the date of the last party's execution below.

County:

_____
Hon. Bill Gravell
Williamson County Judge

Date: _____ ___, 20____

Service Provider:

_____
Authorized Representative
J. Thomas Vaughn, CEO

Date: Mar. 3, 2021

Exhibit(s)
Statement of Work/Proposal, dated February 2, 2021
(Incorporated herein as if copied in full)

February 2nd, 2021

10355 Westpark Drive
Houston, Texas
77042-5312

Telephone:
(713) 243-8300

Facsimile:
(713) 243-8350

Williamson County Facilities
Project Management
3101 SE Inner Loop
Georgetown, TX 78626
(512) 943-1636

Attention: **Dwayne Gossett**

Reference: **Proposal – WILCO ESOC Waterproofing**

Choice Partners Contract Number: **20/017MR-20**

We respectfully submit a proposal of **$76,123** (Seventy-Six Thousand One Hundred and Twenty-Three dollars and 00/100 to provide the following scope:

Summary of Base Cost:	
RS Means Total "O&P":	$ 75,782.05
Contractor Coefficient:	0.98
Subtotal:	$ 74,266.41
Non Pre-Priced Item:	$ 0.00
Bond Cost:	$ 1,856.66
Total Base Cost:	**$76,123.07**

Assumptions and Clarifications:

- All work to be performed during normal business hours 7am to 3:30pm, Monday thru Friday.
- Proposal does not include any grass replacement.
- Proposal does not include protection of vehicles
- Proposal does not include locating or removing asbestos or other hazardous materials
- Proposal does not include masonry/stucco repair
- Proposal includes a manufacturer warranty
- Proposal assumes water supply to be provided by Wilco
- Vaughn has the right to purchase and manage a project specific Contractor Controlled Insurance Program.

Scope of Work based on:

- Work to be completed per walk through with Williamson County (Dwayne Gossett) drawings N/A

General Qualifications:

- Excludes Contractor Contingency
- Excludes Sales Tax
- Excludes Building Permit Costs
- Excludes asbestos abatement and or lead removal
- Excludes building code changes, life safety code changes, or other regulatory changes that may occur beyond what is currently designed
- Excludes provisions for, or any impacts from, any errors or omissions in the contract documents prepared and/ or issued by the Owner, Owner's vendors/ separate contracts, Architect, Engineer, Consultant, or similar party.
- This proposal is based on market conditions at the time of entering into the Agreement and agree that the risk of unforeseen increases in the cost of the work shall be borne by the party receiving benefit of the Work. Such events or causes shall include, but not be limited to, natural disasters such as hurricanes, earthquakes, floods or other severe weather events, taxes tariffs, labor strikes or labor shortages, highly adverse economic conditions, or sudden market fluctuations resulting in shortages of materials or increases in cost thereof. If the Cost of the Work or portion of the Cost of the Work increases as a result of an external cause, rendering the cost of performance different than contemplated by the Agreement, and the event or cause is beyond the

control of Owner or Construction Manager, then the Contract Price shall be equitably adjusted by such increased cost, unless the Owner, Architect, and Construction Manager are able to cooperate in revising the Project scope and quality as required to reduce the Cost of the Work by an amount equal to the cost increase.

- Excludes Holiday Work

Our price is valid for ten (10) days

We appreciate the opportunity, and please call me at 512-663-7461 with any questions.

Very truly yours,
VAUGHN CONSTRUCTION



Doug Boram

Wilco ESOC Waterproofing

911 Tracy Chambers Ln
Georgetown Texas 78626

Data Release : Year 2021

Unit Cost Estimate

Quantity	LineNumber	Line Source		Description	Unit	O&P	Ext. Total	Labor Type	Data Release	CCI Location
4	013113200260			Field personnel, superintendent, average	Week	$	14,900.00	RR	Year 2021	TEXAS / AUSTIN (786-787)
150	017413200052			Cleaning up, cleanup of floor area, continuous, per day, during construction	M.S.F.	$	8,445.00	RR	Year 2021	TEXAS / AUSTIN (786-787)
1000	017613200030			Temporary protection, flooring, peel away carpet protection	S.F.	$	230.00	RR	Year 2021	TEXAS / AUSTIN (786-787)
200	015629502300			Temporary, sidewalks, exterior plywood, 2 uses, 1/2" thick	S.F.	$	224.00	RR	Year 2021	TEXAS / AUSTIN (786-787)
1	015433406410			Rent toilet portable chemical, Incl. Hourly Oper. Cost.	Month	$	234.80	RR	Year 2021	TEXAS / AUSTIN (786-787)
4	012153650250			Infectious disease precautions, additional costs due to infectious disease precautions, hand washing station, including service twice per week	Week	$	577.00	RR	Year 2021	TEXAS / AUSTIN (786-787)
8375	030513800050			Waterproofing and dampproofing, integral waterproofing, add to cost of regular concrete	C.Y.	$	51,171.25	RR	Year 2021	TEXAS / AUSTIN (786-787)

Summary of Base Cost:

RS Means Total "O&P":		**$ 75,782.05**
Contractor Coefficient:		$ 0.98
Subtotal:		$ 74,266.41
Non Pre-Priced Item:		$ -
Bond Cost:		$ 1,856.66
Total Base Cost:		**$ 76,123.07**

Commissioners Court - Regular Session **16.**

Meeting Date: 03/09/2021

Awarding IFB T3086 IFB Portland Cement

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on awarding IFB #T1386 Portland Cement to the only responsive bidder Martin Marietta.

Background

Purchasing solicited sealed bids for Portland Cement. Only one (1) supplier participated in the solicitation and submitted a bid. The bid received was thoroughly evaluated by Road and Bridge, and it was determined that Martin Marietta's bid was competitively priced. Department point of contact is Terron Evertson. Funding source 01.0200.0210.003597.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

bid tab

award letter

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:22 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:12 AM
Form Started By: Andrew Portillo		Started On: 03/03/2021 01:05 PM
Final Approval Date: 03/04/2021		

Item #	Description	Unit	Expected Quantity	Unit Pricing - Delivered to WilCo Site 1	Unit Pricing - Delivered to WilCo Site 2	Unit Pricing - Delivered to WilCo Site 3	Unit Pricing - Delivered to WilCo Site 4	Unit Pricing - Delivered to WilCo Site 5	Unit Pricing - Delivered to WilCo Site 6	Unit Pricing - Delivered to WilCo Site 7	Spreader Fee (Per Ton)	Unit Pricing - Picked Up
1	Portland Cement Type I/II	Ton	800	$140.40	$142.73	$141.31	$142.73	$142.73	$141.49	$142.05	$6	$124
2	Portland Cement Type I/II	Bag*	200									

WilCo Site 1: 3151 SE Inner Loop, Georgetown, TX 78626
WilCo Site 2: 16350 FM 971, Granger, TX 76530
WilCo Site 3: 1000 S Main St, Taylor, TX 76574
WilCo Site 4: 15174 FM 112, Thrall, TX 76578
WilCo Site 5: 1020 FM 970, Florence, TX 76527
WilCo Site 6: 1494 CR 214, Liberty Hill, TX 78642
WilCo Site 7: 401 E Avenue L (FM 487), Jarrell, TX 76537

*Bag size shall be 94 lb.

WILLIAMSON COUNTY
1848

February 25, 2021

Ms. Joy Simonton
Director/Purchasing Agent
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Subject: Recommendation for IFB #T3086 – Portland Cement

After reviewing all the pertinent information, we have concluded that Martin Marietta submitted the overall lowest and best offer for the T3086 bid, Portland Cement. I recommend to the Williamson County Commissioners Court that they award Martin Marietta the vendor for IFB #T3086 – Portland Cement.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

J. Terron Evertson, P.E.
County Engineer
Williamson County, TX

Commissioners Court - Regular Session **17.**

Meeting Date: 03/09/2021

Preliminary plat for the Bluffs on Clear Creek private subdivision – Pct 2

Submitted For: Terron Evertson **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Bluffs on Clear Creek private subdivision – Precinct 2.

Background

This proposed private subdivision consists of 10 residential lots, 2 POA lots and 2,069 linear feet of new private roads on 59.46 acres.

Timeline

2020-01-17 – Initial submittal of the preliminary plat
2020-02-14 – 1st review complete with comments
2020-12-03 – 2nd submittal of preliminary plat
2020-12-18 – 2nd review complete with comments
2021-02-26 – 3rd submittal of preliminary plat
2021-03-03 – 3rd review complete with comments cleared
2021-03-04 – Preliminary plat placed on the March 9, 2021 Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

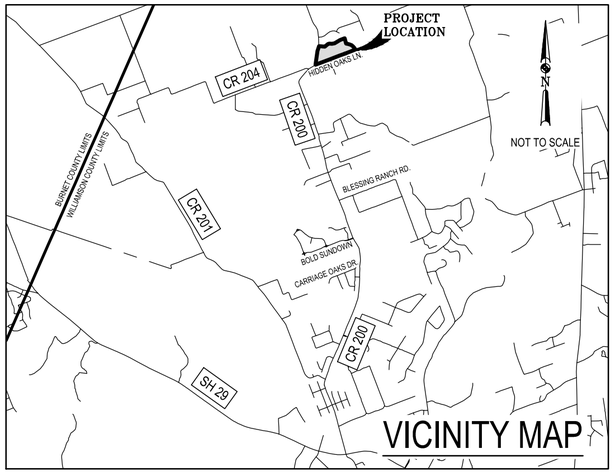
Attachments

Preliminary Plat - Bluffs on Clear Creek

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:38 AM
Form Started By: Adam Boatright		Started On: 03/04/2021 09:10 AM
Final Approval Date: 03/04/2021		

PRELIMINARY PLAT OF THE BLUFFS ON CLEAR CREEK A PRIVATE SUBDIVISION

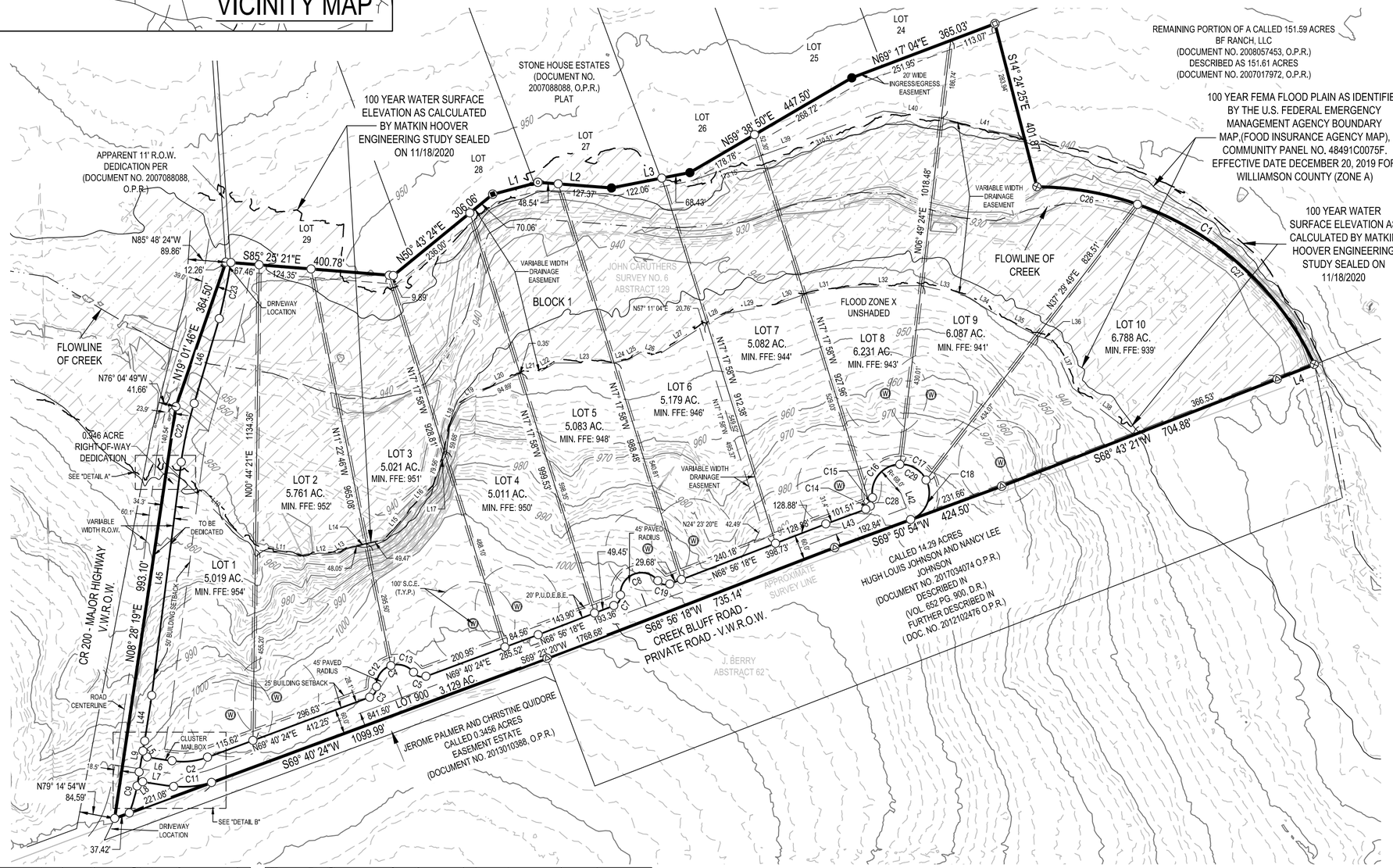


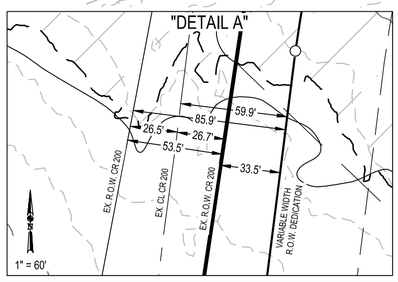
LEGEND

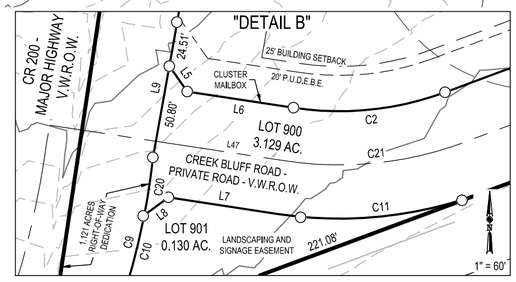
——— — ———	CENTERLINE ROAD
B.S.L.	BUILDING SETBACK LINE
V.W.R.O.W.	VARIABLE WIDTH RIGHT OF WAY
P.U.D.E.B.E.	PUBLIC UTILITY, DRAINAGE, EMBANKMENT, & BACKSLOPE EASEMENT
R.O.W.	RIGHT-OF-WAY
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
D.R.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
S.C.E.	SANITARY CONTROL EASEMENT
○	SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP
Ⓦ	APPROXIMATE LOCATION OF PROPOSED WELL
●	FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "RPLS 5784"
▣	FOUND MAG NAIL
⊙	FOUND 6" WOOD FENCE POST
⊗	POINT
▣	FOUND 1/2" IRON ROD
△	FOUND 3/4" IRON ROD

SCALE: 1"=200'

0 100' 200' 300' 400'







LINE TABLE		
LINE	BEARING	DISTANCE
L1	N75° 07' 09"E	111.84'
L2	S85° 34' 21"E	175.91'
L3	N78° 54' 16"E	190.48'
L4	S68° 45' 01"W	95.02'
L5	S35° 18' 14"E	17.35'
L6	S81° 20' 23"E	60.10'
L7	N81° 20' 23"W	61.54'
L8	S53° 37' 07"W	16.89'
L9	N10° 11' 30"E	75.30'
L10	S46° 09' 58"E	291.47'
L11	S81° 26' 36"E	116.45'
L12	N84° 18' 40"E	85.83'
L13	N58° 17' 03"E	20.51'
L14	N77° 01' 07"E	97.52'
L15	N40° 21' 01"E	86.63'
L16	N43° 59' 18"E	91.63'
L17	N12° 30' 19"E	139.24'
L18	N25° 42' 04"E	63.13'
L19	N60° 06' 33"E	62.77'
L20	N65° 07' 04"E	95.24'
L21	N82° 57' 57"E	51.51'
L22	N59° 14' 28"E	36.56'
L23	S89° 54' 52"E	141.68'
L24	N75° 15' 59"E	36.81'
L25	N58° 35' 20"E	32.18'
L26	S75° 10' 53"E	38.33'
L27	N57° 11' 04"E	144.48'
L28	N62° 39' 34"E	49.98'
L29	N79° 51' 02"E	118.03'
L30	N70° 31' 23"E	75.92'
L31	N80° 19' 36"E	99.72'
L32	N88° 29' 49"E	180.77'
L33	S76° 32' 52"E	108.88'
L34	S58° 41' 50"E	85.46'
L35	S62° 41' 51"E	108.94'

LINE TABLE		
LINE	BEARING	DISTANCE
L36	S70° 51' 54"E	35.41'
L37	S24° 26' 48"E	124.11'
L38	S52° 44' 10"E	184.57'
L39	S69° 56' 40"W	483.65'
L40	N82° 57' 51"W	139.18'
L41	N75° 58' 42"W	204.69'
L44	N08° 43' 40"E	110.00'
L45	N07° 12' 51"E	560.66'
L46	N16° 28' 27"E	211.02'
L47	S81° 24' 44"E	73.38'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	735.76'	829.02'	64°33'31"	S57° 22' 35"E	785.86'
C2	170.00'	86.01'	28°59'12"	N84° 10' 01"E	85.09'
C3	25.00'	31.79'	72°51'25"	N33° 14' 42"E	29.69'
C4	50.00'	127.16'	145°42'51"	N69° 40' 24"E	95.56'
C5	25.02'	31.79'	72°47'42"	S73° 53' 53"E	29.69'
C7	25.00'	31.68'	72°36'34"	N32° 38' 01"E	29.60'
C8	50.00'	126.73'	145°13'08"	N68° 56' 18"E	95.43'
C9	394.57'	100.67'	14°37'05"	N13° 28' 34"E	100.40'
C10	394.57'	67.00'	9°43'43"	N15° 55' 15"E	66.92'
C11	230.00'	116.35'	28°59'05"	S84° 10' 04"W	115.12'
C12	50.00'	65.72'	75°18'20"	S34° 28' 09"W	61.09'
C13	50.00'	61.44'	70°24'31"	N72° 40' 26"W	57.65'
C14	25.00'	12.96'	29°41'38"	N55° 00' 04"E	12.81'
C15	25.00'	21.72'	49°46'16"	N15° 16' 04"E	21.04'
C16	68.00'	116.25'	97°56'53"	S39° 21' 20"W	102.60'
C17	68.00'	76.78'	64°41'35"	S59° 19' 26"E	72.77'
C18	68.00'	114.54'	96°30'33"	S21° 16' 38"W	101.47'
C19	25.00'	31.68'	72°36'34"	S74° 45' 25"E	29.60'
C20	394.57'	33.67'	4°53'22"	N08° 36' 43"E	33.66'
C21	200.00'	101.92'	29°11'55"	S83° 59' 18"W	100.82'
C22	891.98'	143.52'	9°13'09"	N12° 25' 28"E	143.37'
C23	1618.44'	136.70'	4°50'22"	N11° 43' 54"E	136.66'
C24	25.00'	34.67'	79°27'57"	N30° 06' 53"E	31.96'
C25	68.00'	307.57'	259°09'01"	S60° 02' 36"E	104.83'
C26	735.76'	244.90'	19°04'17"	S80° 07' 12"E	243.77'
C27	735.76'	584.12'	45°29'14"	S47° 50' 27"E	568.90'
C28	25.00'	34.67'	79°27'57"	N30° 06' 53"E	31.96'
C29	68.00'	307.57'	259°09'01"	S60° 02' 36"E	104.83'

NOTES:

1. BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED FOR THE TEXAS CENTRAL ZONE 4203, NORTH AMERICAN DATUM (NAD) OF 1983.

2. THIS TRACT LIES WITHIN FLOOD ZONE "A", WITHOUT BASE FLOOD ELEVATION, AND ZONE X (NO SCREEN), AREA OF MINIMAL FLOOD HAZARD, AS SCALED FROM FEMA FLOOD MAP 75 OF 750, COMMUNITY PANEL NO. 48491C0075F, DATED DECEMBER 20, 2019.

3. ALL WELLS HAVE A 100 FOOT SANITARY CONTROL EASEMENT .

OWNER/DEVELOPER:
NORM ASHBY
ASHBY CAPITAL INVESTMENTS, LLC
4809 WILLIAMS DR
GEORGETOWN ,TEXAS 78627
(512) 876-9008
NORMASHBY@ASHBYSIGNATURE.COM

SURVEYOR:
MATKIN HOOVER ENGINEERING & SURVEYING
KYLE PRESSLER, R.P.L.S
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78633
(512) 868-2244
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
(512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING
8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F- 10024000
3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

ORIGINAL SUBMITTAL DATE: JANUARY 17, 2020

MHE JOB NO. - 3088.00

MHS JOB NO. - 19-5044

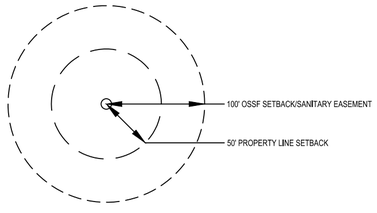
PRELIMINARY PLAT OF THE BLUFFS ON CLEAR CREEK, A PRIVATE SUBDIVISION

A 59.46 ACRE TRACT OF LAND OUT OF THE JOHN CARUTHERS SURVEY NO. 6, ABSTRACT 129, WILLIAMSON COUNTY, TEXAS AS DESCRIBED IN DOCUMENT NO. 2019072883, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 10

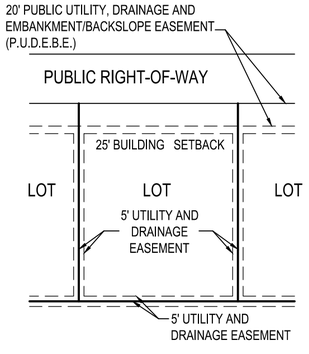
NOTES:

1. ACREAGE OF SUBDIVISION = 59.46 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 5.946 AC/LOT.
2. A PORTION OF THIS SUBDIVISION IS ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0075F. EFFECTIVE DATE DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY PRIVATE, ON-SITE WELLS.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. ELECTRIC SERVICE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE.
6. POSTAL SERVICE WILL BE PROVIDED BY CLUSTER BOXES.
7. A TWENTY (20) FOOT UTILITY EMBANKMENT/BACKSLOPE AND DRAINAGE EASEMENT (P.U.D.E.B.E.) IS HEREBY DEDICATED ALONG THE FRONT PROPERTY LINE OF ALL LOTS IN THIS SUBDIVISION IN ADDITION TO THOSE UTILITY AND DRAINAGE EASEMENTS SHOWN ON THE PLAT. THERE IS ALSO HEREBY DEDICATED A FIVE (5) FOOT WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT TO ALL NON-ROADWAY LOT LINES UNLESS OTHERWISE NOTED ON THE PLAT. IF TWO OR MORE LOTS ARE COMBINED AS A SINGLE HOME SITE, THIS EASEMENT SHALL BE RELINQUISHED ALONG THE COMMON LINE OR LINES OF THE COMBINED LOTS SO LONG AS NO UTILITY LINES OR DRAINAGE IMPROVEMENTS ARE LOCATED THEREIN.
8. ALL PUBLIC UTILITY EASEMENTS ARE FOR UTILITY IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO WATER, GAS, ELECTRIC, TELEPHONE AND/OR CATV LINES AND APPURTENANCES.
9. GRANTOR HEREBY AGREES TO DEDICATE TO THE PUBLIC A UTILITY EASEMENT AND/OR UTILITY RIGHT-OF-WAY ON THIS PLAT FOR UTILITY PURPOSES.
10. UNLESS OTHERWISE NOTED, ALL CORNERS, ANGLES AND POINTS OF CURVATURE ARE MARKED WITH A SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG" PLASTIC CAP.
11. BASIS OF BEARING: WAS ESTABLISHED USING THE TRIMBLE VRS NETWORK, TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, 4203, US SURVEY FOOT, GRID.
12. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
13. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
14. ALL PRIVATE ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
15. THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT ELEVATION THAT IS LOCATED WITHIN FIVE FEET OUTSIDE THE PERIMETER OF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
16. ONE-WAY "CIRCULAR" DRIVEWAYS SHALL BE PROHIBITED. EACH LOT SHALL BE ALLOWED ONE ACCESS POINT TO CREEK BLUFF ROAD WITH A MINIMUM DRIVEWAY SPACING OF 100' FOR ANY ADJOINING DRIVEWAY.
17. NO LOTS SHALL TAKE DRIVEWAY ACCESS FROM CR200 OR ANY ARTERIAL ROAD IDENTIFIED ON THIS PLAT.
18. EVERY DEED WITHIN THIS SUBDIVISION SHALL CONTAIN NOTICE THAT ALL ROADS WITHIN THIS SUBDIVISION ARE PRIVATE. WILLIAMSON COUNTY WILL NEVER ACCEPT OR MAINTAIN THE ROADS UNLESS THEY MEET THE COUNTY STANDARDS IN EFFECT ON THE DATE OF ACCEPTANCE.
19. THE OWNER SHALL CREATE A MANDATORY PROPERTY OWNERS ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ROAD WITHIN THIS SUBDIVISION. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO INSURE THE PROPER FUNDING FOR MAINTENANCE, AND MEMBERSHIP IN THE ASSOCIATION SHALL BE MANDATORY FOR ALL PROPERTY OWNERS.
20. THE ROADS WITHIN THIS SUBDIVISION SHALL BE MAINTAINED TO SUCH A STANDARD THAT WILL ALLOW EMERGENCY VEHICLES ACCESS FOR THE ROADWAY DESIGN SPEED IN PERPETUITY BY THE PROPERTY OWNERS ASSOCIATION.
21. SPECIAL LOT/EASEMENT DEDICATION/DESIGNATION:
    - 21.1 LOT 900 IS HEREBY DESIGNATED AS PRIVATE RIGHT-OF-WAY AND PUBLIC UTILITY EASEMENT. LOT 900 SHALL BE OWNED AND MAINTAINED BY THE POA.
    - 21.2 LOT 901 IS HEREBY DESIGNATED AS A LANDSCAPING AND SIGNAGE EASEMENT AND SHALL BE OWNED AND MAINTAINED BY THE POA.
    - 21.3 THE 20' EGRESS/INGRESS EASEMENT IS FOR USE BY ALL LOT OWNERS TO ACCESS THEIR INDIVIDUAL LOTS. GATES SHALL BE PLACED AT ALL FENCE CROSSINGS.
22. THE MINIMUM FIRST FLOOR ELEVATIONS SHOWN ON THIS PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE BASE FLOOD ELEVATION (BFE) AS DETERMINED BY A STUDY PREPARED BY MATKIN HOOVER ENGINEERING AND SURVEYING, PROJECT NO. 3088.00, DATED NOVEMBER 18, 2020.
23. A FLOODPLAIN DEVELOPMENT PERMIT MUST BE OBTAINED FROM THE WILLIAMSON COUNTY FLOODPLAIN ADMINISTRATOR FOR LOTS 1-10, BLOCK 1 PRIOR TO ANY CONSTRUCTION OR DEVELOPMENT.
24. PER B11.1.3 OF THE WILLIAMSON COUNTY SUBDIVISION REGULATIONS, ALL PROPOSED LOTS ARE AT LEAST 2 ACRES AND HAVE LESS THAN 20% IMPERVIOUS COVER PER LOT, THEREFORE THIS SUBDIVISION IS EXEMPT FROM ON-SITE DETENTION.
25. A LOCKED GATE WITH A KNOX PAD LOCK SHALL BE INSTALLED WHERE CREEK BLUFF ROAD MEETS THE DEDICATED RIGHT-OF-WAY.
26. WELL LOCATIONS SHOWN ON LOTS ARE FOR THE PURPOSES OF DEMONSTRATING OSSF SETBACK REQUIREMENTS. ACTUAL LOCATIONS OF WELLS TO BE DRILLED & LOCATED AT THE TIME OF HOME CONSTRUCTION.
27. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
28. LOT 901 DOES NOT MEET THE OSSF REQUIREMENT OF MINIMUM LOT SIZE AND SHALL NOT HAVE ON SITE SEWAGE FACILITIES.
29. EACH LOT SHALL BE ALLOWED ONE ACCESS POINT TO CREEK BLUFF ROAD WITH A MINIMUM DRIVEWAY SPACING OF 100' FOR ANY ADJOINING DRIVEWAY.



TYPICAL WELL - OSSF SETBACK DETAIL

N.T.S. (ESTABLISHED ON ALL LOTS)



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

SITE SUMMARY

CREEK BLUFF ROAD:	2069 L.F.
DESIGN SPEED:	25 MPH

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND

_____
REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE PRESSLER, R.P.L.S.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

_____
LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE_____ DAY OF_____ , 20_____ A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR TERESA BAKER

LAND USE TABLE

PHASE	ACREAGE	RESIDENTIAL LOTS	POA LOTS	TOTAL LOTS	LF OF EMERGENCY ACCESS (FT)	LF OF LOCAL ROAD (FT)	LF OF COLLECTOR (LF)
I	59.46	10	2	12	0	2,069	0
TOTAL	59.46	10	2	12	0	2,069	0

STREET SUMMARY TABLE

PROPOSED ROADS	LENGTH (LF)	ROW WIDTH (FT)	CLASSIFICATION	SPEED	ROAD TYPE	PAVEMENT WIDTH (FT)	PUBLIC/PRIVATE
CREEK BLUFF ROAD	2,069	60	RESIDENTIAL	25 MPH	RURAL	23	PRIVATE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NORM ASHBY, AUTHORIZED SIGNATORY OF ASHBY CAPITAL INVESTMENTS, LLC, OWNER OF THE CERTAIN 59.46 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2019072883 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE. AND DO HEREBY STATE THAT ALL PRIVATE ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS THE BLUFFS ON CLEAR CREEK.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS ____ DAY OF _____, 20____.

_____
NORM ASHBY
ASHBY CAPITAL INVESTMENTS, LLC.
4809 WILLIAMS DR
GEORGETOWN, TX 78627

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED NORM ASHBY, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: _____

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

_____ _____
J. TERRON EVERTSON, PE, DR, CFM — DATE
WILLIAMSON COUNTY ENGINEER

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, BILL GRAVELL, JR COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DATED _____ DAY OF _____, 20____A.D.

BY _____ _____
BILL GRAVELL, JR COUNTY JUDGE — DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, A.D., AT _____ O'CLOCK, __.M., AND DULY RECORDED THIS THE ____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, __.M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

OWNER/DEVELOPER:

NORM ASHBY
ASHBY CAPITAL INVESTMENTS, LLC
4809 WILLIAMS DR
GEORGETOWN ,TEXAS 78627
(512) 876-9008
NORMASHBY@ASHBYSIGNATURE.COM

SURVEYOR:

MATKIN HOOVER ENGINEERING & SURVEYING
KYLE PRESSLER, R.P.L.S.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
(512) 868-2244
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AGENT/ENGINEER:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
3303 SHELL ROAD, SUITE 3
GEORGETOWN, TEXAS 78628
(512) 868-2244
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING

8 SPENCER ROAD SUITE 100
BOERNE, TEXAS 78006
OFFICE: 830.249.0600
CONTACT@MATKINHOOVER.COM
TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
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CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

3303 SHELL ROAD SUITE 3
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

ORIGINAL SUBMITTAL DATE:
JANUARY 17, 2020

MHE JOB NO. - 3088.00
MHS JOB NO. - 19-5044

Commissioners Court - Regular Session **18.**

Meeting Date: 03/09/2021

Indigent/Abandoned Burial

Submitted For: Bill Gravell **Submitted By:** Melissa Goins, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve order for interment by cremation of deceased (James B. Alexander) who passed away in Justice of the Peace, Pct. 2 of Williamson County, TX where there has been no inquest by the Justice of the Peace and the county has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	03/03/2021 04:29 PM
County Judge Exec Asst. (Originator)	Andrea Schiele	03/03/2021 04:38 PM
County Judge Exec Asst. (Originator)	Andrea Schiele	03/03/2021 04:39 PM
Form Started By: Melissa Goins		Started On: 03/03/2021 02:58 PM
Final Approval Date: 03/03/2021		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS (James B. Alexander)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

James B. Alexander (SSN xxx-xx-7125) passed away on February 18, 2021 at the age of 56 in Justice of the Peace, Pct. 2 of Williamson County, Texas while admitted at: Cedar Park Regional Medical Center, Cedar Park, Texas.

The Court finds that there has been investigation to obtain information regarding next of kin and the ability to pay for interment expenses. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsive or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified on the facts of this case for indigent burial; therefore, the county has

discretion to cover the costs of interment.

The Court further finds that there has been no inquest ordered in this case, and there is no person with duty to inter as set forth in Chapter 711 of the Texas Health & Safety Code; therefore, the duty to inter the remains or falls to Williamson County at this time.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by cremation, entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this _____ day of March, 2021.

_____
Hon. Bill Gravell
Williamson County Judge

Commissioners Court - Regular Session **19.**

Meeting Date: 03/09/2021

Purchasing Month 2021 and AEP award

Submitted By: Kerstin Hancock, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on proclaiming the month of March 2021 as Purchasing Month and recognizing the Purchasing Department as a recipient of the 2020 Achievement of Excellence in Public Procurement Award by the National Procurement Institute (NPI).

Background

The National Institute of Governmental Purchasing has proclaimed the month of March as Purchasing Month for the awareness of the purchasing professional's role in supporting government officials.

The Williamson County Purchasing Department has received the Achievement of Excellence in Procurement award for 21 consecutive years as one of the top organizations at all levels of public purchasing (city, county, school district, state, higher education and non-profits) in the country, being one of 46 agencies in Texas and only one of 40 Counties in the US. The Achievement of Excellence in Procurement award is nationally and internationally recognized as the gold standard for the achievement of excellence, innovation and best practices in the profession of public procurement.

The 2020 award represents the 21st consecutive year that Williamson County has achieved this prestigious honor and recognition. The award criteria have evolved since the award’s inception to reflect changes that have occurred in areas such as technology, while maintaining the high standards and insistence on public procurement best practices that the award is known for. In 1995, the National Procurement Institute, Inc. (NPI) established this program designed to recognize organizational excellence in public procurement. The Achievement of Excellence in Procurement® (AEP) is awarded annually. This prestigious award is earned by those organizations that demonstrate excellence by obtaining a high score based on standardized criteria. The criteria are designed to measure Innovation, Professionalism, Productivity, E-procurement, and Leadership attributes of the procurement organization. National and international sponsors include: the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Florida Association of Public Procurement Officials (FAPPO), the Institute for Supply Management (ISM), the National Institute for Public Procurement (NIGP), the National Association of State Procurement Officials (NASPO), the National Association of Educational Procurement (NAEP), the Texas Public Purchasing Association (TxPPA), and the Canadian Public Procurement Association.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Purchasing Proclamation

Award letter

Press release sample

Form Review

Inbox	Reviewed By	Date

Purchasing (Originator)	Joy Simonton	03/04/2021 08:28 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:26 AM

Form Started By: Kerstin Hancock Started On: 03/01/2021 10:50 AM

Final Approval Date: 03/04/2021

PROCLAMATION
WILLIAMSON COUNTY, TEXAS
PURCHASING MONTH
MARCH 2021

WHEREAS Texas Public Procurement Professionals at state, county, city, school districts, quasi-governments, and federal levels play a significant role in the efficiency and effectiveness of both government and business;

WHEREAS, Public Procurement Professionals and Agencies have a lasting impact on social sustainability locally and nationally;

WHEREAS Procurement strategically and carefully maximizes the value of public funds spent to provide services and infrastructure that benefit the public;

WHEREAS, the overall public procurement spend represents around 13-20% of the GDP (Gross Domestic Product);

WHEREAS, Purchasing employees represent over 90,000 local governments in the United States made up of 16,360 townships, 19,519 cities, 3,031 counties, 12,800 school districts and 38,266 special districts serve every day and make an impact in their communities.

NOW THEREFORE BE IT RESOLVED that the Commissioners Court of Williamson County, Texas hereby proclaims the month of March 2021 as:

"Purchasing Month"

In Williamson County, Texas and urges all citizens to join the Williamson County Commissioners Court in recognizing the role of the Purchasing profession within business, industry and government.

IN WITNESS WHEROF, I have hereunto set my hand and caused the SEAL of Williamson County to be affixed this 9th day of March 2021

_____

Bill Gravell, Williamson County Judge

September 28, 2020

Mr. Randy Barker, CPPO, CPPB
Purchasing Agent/Director
Williamson County
100 Wilco Way, Ste. P101
Georgetown, TX 78626

Subject: 2020 Achievement of Excellence in Procurement® Award

Dear Mr. Barker,

I am pleased to inform you that your agency's procurement department has earned the 2020 Achievement of Excellence in Procurement® Award.

We have attached your copy of the formal announcement letter sent to the organization official identified in your application.

Your scorecard is available online through the Achievement of Excellence in Procurement® portal, in your history tab.

A beautiful 25th Anniversary edition AEP Award trophy will be shipped to your organization in the coming weeks.

Congratulations on the 25th Annual, 2020 Achievement of Excellence in Procurement® Award!

Sincerely,

Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Award Officer

The Achievement of Excellence in Procurement® recognizes organizational excellence in public and non-profit procurement. The award criteria are designed to measure innovation, professionalism, e-procurement, productivity, and leadership attributes of the procurement function. The Achievement of Excellence in Procurement® is sponsored by the National Procurement Institute (NPI), the California Association of Public Procurement Officials (CAPPO), the Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC), the Florida Association of Public Procurement Officials (FAPPO), the National Association of Educational Procurement (NAEP), the National Association of State Procurement Officials **(**NASPO), NIGP: The Institute for Public Procurement and the Texas Public Purchasing Association (TxPPA).

NATIONAL PROCUREMENT INSTITUTE, INC.
PO Box 2774, Rockport, TX 78381
Tel: 702.989.8095 Fax: 702.967.0744 Toll Free: 866.877.7641
www.npiconnection.org

PRESS RELEASE

CONTACT: Brian P. Garrity, CPSM, C.P.M., CPPB
Achievement of Excellence in Procurement® Officer
PO Box 29000, Presidio Station
San Francisco, CA 94129-0601
Phone: 415-923-2208, E-Mail: bgarrity@goldengate.org

_____ has been awarded the prestigious 25th Annual Achievement of Excellence in Procurement® (AEP) for 2020 from the National Procurement Institute, Inc. (NPI). The AEP Award is earned by public and non-profit agencies that demonstrate a commitment to procurement excellence. This annual program recognizes procurement organizations that embrace Innovation, Professionalism, Productivity, Leadership and e-Procurement.

The AEP program encourages the development of excellence as well as continued organizational improvement to earn the award annually.

For 2020, there were 188 successful applicants, including 40 counties, 69 cities, 15 higher education agencies, 22 school districts, 34 special districts, 5 state agencies and 3 others.

In addition to the National Procurement Institute, Inc. (NPI), the AEP is sponsored by the California Association of Public Procurement Officials (CAPPO), Canadian Public Procurement Council / Conseil canadien des marchés publics (CPPC), Florida Association of Public Procurement Officials (FAPPO), National Association of Educational Procurement (NAEP), National Association of State Procurement Officials (NASPO), NIGP: The Institute for Public Procurement and Texas Public Purchasing Association (TxPPA). The AEP is supported by the Airport Purchasing Group (APG), OMINA Partners, Sustainable Purchasing Leadership Council (SPLC) and the Universal Public Procurement Certification Council (UPPCC).

Commissioners Court - Regular Session **20.**

Meeting Date: 03/09/2021

WCCAC Temp Lease

Submitted For: Bill Gravell **Submitted By:** Hal Hawes, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Lease Agreement between Williamson County, as Lessor, and the Williamson County Children's Advocacy Center, Inc., as Lessee, for the commercial property located at 211 Commerce Blvd, Building A, Round Rock, Tx 78664, which will allow the Williamson County Children's Advocacy Center, Inc. to continue the public purpose use of providing a multidisciplinary response to allegations of child abuse to child victims in Williamson County during the construction and expansion of the current location that was leased by the Williamson County Children's Advocacy Center, Inc. at 1811 SE Inner Loop, Georgetown, TX 78626.

Background

The Williamson County Child Advocacy Center (WCCAC) operates a non-profit business that provides a multidisciplinary response to allegations of child abuse in order to ensure all child victims in Williamson County, Texas obtain necessary services and support they need. For a number of years, WCCAC has leased from Williamson County (County) a property located at 1811 SE Inner Loop, Georgetown, TX 78626 (Current Location) for operating the WCCAC's non-profit business. WCCAC's operations have grown and the County is in the process of constructing and expanding the improvements that are located at the Current Location and plans to negotiate and lease the Current Location back to WCCAC following such construction.

Under this proposed lease, the County would lease to the WCCAC, and the WCCAC would rent from the County, the commercial property at 211 Commerce Blvd, Building A, Round Rock, Tx 78664, being approximately 14,000 square feet (Leased Premises). The current lease agreement dated October 3, 2006, as amended, for the Current Location will be terminated and supplanted by this proposed lease and that WCCAC will no longer be obligated to pay rent or perform the covenants and conditions set out in the current lease agreement following the complete execution of this proposed lease. The County and WCCAC plan to negotiate and execute a new lease for WCCAC's future use of the Current Location following County's construction and expansion of the Current Location.

The Term of this proposed lease woudl begin on March 15, 2021 and continue until May 25, 2022 or the date of the completion of the County's expansion project of the Current Location, whichever occurs first.

The rent shall be the mutual interests of County and WCCAC in the public purpose use of the property for WCCAC's mission and purposes; along with the sum of Two Thousand and No/100 Dollar(s) ($2,000.00) per month.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WCCAC Temporary Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/02/2021 11:19 AM
Form Started By: Hal Hawes		Started On: 03/02/2021 09:13 AM
Final Approval Date: 03/02/2021		

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Williamson County Children's Advocacy Center, Inc.**, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessee operates a non-profit business that provides a multidisciplinary response to allegations of child abuse in order to ensures all child victims in Williamson County, Texas obtain necessary services and support they need. For a number of years prior to this Lease, Lessee has leased from Lessor a property located at 1811 SE Inner Loop, Georgetown, TX 78626 ("Current Location") for operating the Lessee's non-profit business. Lessee's operations have grown and the Lessor is in the process of constructing and expanding the improvements that are located at the Current Location and plans to negotiate and lease the Current Location back to Lessee following such construction. During the Term set out herein, the Lessor hereby agrees to lease to the Lessee, and the Lessee agrees to rent from the Lessor, the following described commercial property space:

> That certain commercial property designated as 211 Commerce Blvd, Building A, Round Rock, Tx 78664, being approximately 14,000 square feet and as further depicted in **Attachment 2**, which is incorporated herein by reference (the "Leased Premises").

By execution of this Lease, Lessor and Lessee agree that the Lease Agreement dated October 3, 2006, as amended, for the Current Location is hereby terminated and supplanted by this Lease and that Lessee will no longer be obligated to pay rent or perform the covenants and conditions set out in said prior Lease Agreement following the complete execution of this Lease. As set out herein-above, Lessor and Lessee plan to negotiate and execute a new lease for Lessee's future use of the Current Location following Lessor's construction and expansion of the Current Location.

I. TERMS OF LEASE.

A. Term. The Term of this Lease shall begin on March 15, 2021 and shall continue until May 25, 2022 or the date of the completion of the County's expansion project of the Current Location, whichever occurs first.

II. RENTAL.

A. Rental. The rent shall be the mutual interests of Lessor and Lessee in the public purpose use of the Leased Property for Lessee's mission and purposes; along with the sum of Two Thousand and No/100 Dollar(s) ($2,000.00) per month. Lessee shall pay Lessor said monthly rent in advance on the first (1st) day of each calendar month, beginning on the Commencement Date, without demand, deduction or offset, at: Williamson County Auditor's Office, Attn: Finance

Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS ($50.00), plus additional late charges of TEN DOLLARS ($10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

III. SECURITY DEPOSIT. In the event it becomes necessary, Lessor may require Lessee to deposit an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. The deposit, if any, shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

IV. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay Lessor, within thirty

(30) days of demand, all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), if any such Taxes are levied or assessed against the Leased Premises due to Lessee's use of same. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes.

C. Remedy for Non-Payment: If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

V. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Leased Premises which are not provided by Lessor. Such utility services shall include but not limited to electricity, gas, water, wastewater, telephone, internet services, television, and sewer charges. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; and wastewater/sewer. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease. Lessor currently pays for garbage collection services for the entire property upon which the Leased Premises is situated. Lessor will notify Lessee of the monthly garbage collections costs for the Leased Premises and Lessee agrees to pay such monthly garbage collection costs with payment of Lessee's Rent each month.

VI. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. **LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS,**

EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, a comprehensive public liability insurance policy protecting Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, in an amount of at least ONE MILLION DOLLARS ($1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and name Lessor as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

VII. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

VIII. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of operating a non-profit business that provides a multidisciplinary response to allegations of child abuse in order to ensures all child victims in Williamson County, Texas obtain necessary services and support they need; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or

ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To comply with the Rules and Regulations attached hereto as **Attachment 1** and incorporated herein by reference.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

E. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises that are mandated by any and all state, federal and local accessibility legal requirements ("accessibility alterations"). The allocation of responsibility to Lessee for compliance with accessibility legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred on said accessibility alterations shall be borne solely by Lessee. Lessee must obtain the written consent of Lessor before making any type of accessibility alterations.

H. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

I. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children**. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

J. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Leased Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

IX. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the Leased Premises

tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

D. At Lessor's expense, Lessor shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to Lessee's negligence and/or failure to keep the heating and air-conditioning and septic or sewer system in good operating condition.

X. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

XI. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

XII. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

XIII. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

XIV. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

XV. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

XVI. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option

conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

XVII. LIMITATIONS OF WARRANTIES.

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY

TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

XVIII. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

XIX. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

XX. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: Williamson County Children's Advocacy Center, Inc., Attn: Kerrie Stannell, CEO
211 Commerce Blvd, Building A
Round Rock, Tx 78664

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

XXI. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

XXII. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

XXIII. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

XXIV. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable

by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

XXV. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XXVI. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

XXVII. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

XXVIII. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the first (1st) day of a calendar month or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the Commencement Date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

XXIX. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

Williamson County, Texas

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____ _____, 20____

LESSEE:

Williamson County Children's Advocacy Center, Inc.,

By: Kerrie Stannell

Printed Name: Kerrie Stannell

Representative
Capacity: CEO

Date: 3/1 _____, 2021

Attachment 1

RULES AND REGULATIONS

1. Lessee and Lessee's employees shall not loiter in any common area adjoining the Leased Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Leased Premises. They shall use the same only as passageways to and from their respective work areas.

2. Lessee shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Leased Premises without prior written consent from Lessor. Lessee shall keep all sidewalk areas in, on and around the Leased Premises clean and free of debris. Lessee shall reimburse Lessor for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Leased Premises. Lessee may install window treatment inside the Leased Premises such as vertical blinds if approved by Lessor. Any "window treatment" shall be in a color congruent and consistent with the parts of the Leased Premises. Lessee also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with Lessor's prior written approval.

5. Lessee shall not do anything in the Leased Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Leased Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. Lessee shall not use any machinery in the Leased Premises (regardless whether Lessor approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Leased Premises.

7. Lessor may limit weight, size and position of all safes, fixtures, and other equipment used in the Leased Premises.

8. Lessee nor Lessee's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other lessees or those having business with them, nor bring into nor keep within the Leased Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the Lease, Lessee shall have no right to place an antenna on the roof or exterior walls of the Leased Premises. Lessee is not allowed on the roof

nor may Lessee place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from Lessor.

10. All garbage, including wet garbage, refuse or trash, shall be placed by Lessee in the receptacles near the Leased Premises provided by Lessee for that purpose.

11. Lessee shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Leased Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Leased Premises by Lessee. Hazardous chemicals are not prohibited on the Property. Lessee shall cooperate with Lessor and all other lessees so that the common areas adjoining the Leased Premises may be kept in a clean and orderly condition and free of obstructions.

12. Lessee, at Lessee's cost, shall service the Leased Premises on not less than on a quarterly basis to prevent the development of pests, roaches, rodents, ants, spiders, or etc.

13. Lessee shall not overburden the parking facilities and shall cooperate with Lessor and other lessees in the use of the parking facilities. Lessor reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among lessees.

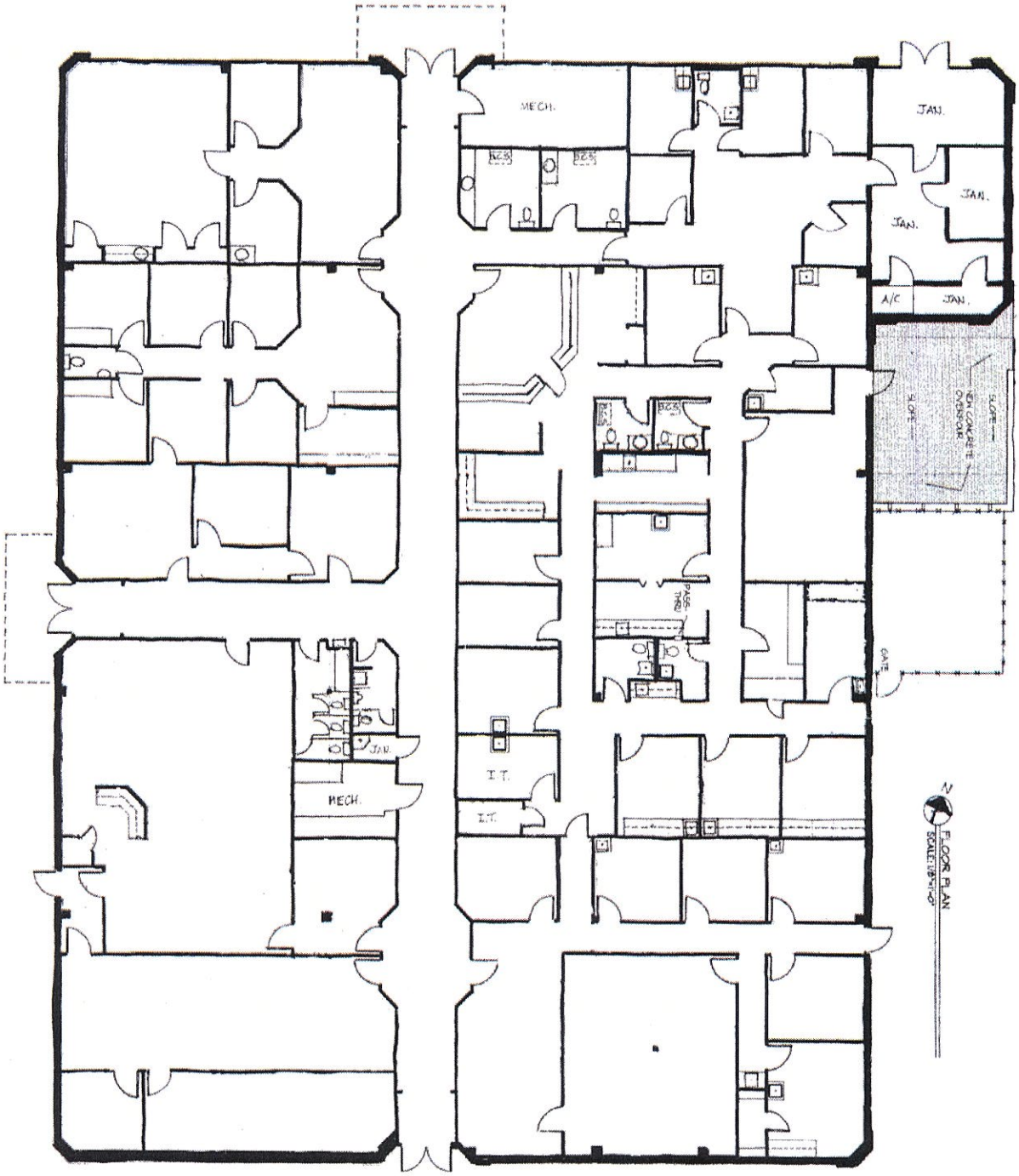
14. Lessee shall cooperate with any security regulations issued by Lessor from time to time, and shall comply with instructions and/or directions of Lessor's duly authorized personnel for the protection of the Leased Premises.

15. No waiver of any rule or regulation by Lessor or Lessor's agent shall have any effect unless expressed in writing and signed by Lessor or its authorized agent.

17. Lessor reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in Lessor's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Leased Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and lessees of premises adjoining the Leased Premises. Lessor shall not be responsible to Lessee or any other person for the non-observance or violation of the rules and regulations by any other Lessee or other person; however, Lessor shall not discriminate among lessees when enforcing the rules and regulations. Lessee shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein leased.

18. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by Lessor and the Lease provisions, the Lease provisions shall prevail.

ATTACHMENT 2



Commissioners Court - Regular Session **21.**

Meeting Date: 03/09/2021

Agreement for Legal Assistant Services

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Agreement for Legal Assistant Services for the Williamson County Transformative Justice Program between Williamson County and Karen Calcagno-Miller ; and exemption of such services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Tex. Loc. Gov't Code § 262.024(a)(4).

Background

The Williamson County Transformative Justice Program is requesting approval to enter into an agreement for legal assistant services. The proposed contractor, Karen Calcagno-Miller, was selected by Transformative Justice Program Director Terence Davis. The scope of services is outlined in the agreement and Ms. Calcagno-Miller possess the necessary skills and experience to perform the required services.

This contract will be funded through grant funds provided by the Texas Indigent Defense Commission and the allocated county match.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Legal Assistant Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	03/04/2021 09:39 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 10:12 AM
Form Started By: John Pelczar		Started On: 03/03/2021 02:24 PM
Final Approval Date: 03/04/2021		

AGREEMENT FOR LEGAL ASSISTANT SERVICES FOR WILLIAMSON COUNTY TRANSFORMATIVE JUSTICE PROGRAM

This Agreement for Legal Assistant Services for the Williamson County Transformative Justice Program ("Agreement") is by and between Williamson County ("County") and Karen Calcagno-Miller ("Legal Assistant").

1. Description of Program and Purpose of Agreement

1.1 The mission and vision of the Williamson County Transformative Justice Program ("Program") is to reduce incarceration of and improve outcomes for emerging adults ages 17 - 24 in the Williamson County, Texas justice system. The Program is designed to positively impact the following: (1) a Public Health Alternative to Incarceration Program (ATI), (2) direct litigation, and (3) community engagement & re-entry. The Program partners with community stakeholders, criminal justice agencies and health and human services professionals that will address the underlying factors contributing to the emerging adults' involvement in the criminal justice system. Finally, community engagement and re-entry efforts support the Program participants as they transition back to their communities.

1.2 The purpose of this Agreement is to provide the terms, conditions, covenants, and compensation relating to Legal Assistant's provision of services for the Program.

2. Term and Termination

2.1 Term. The Term of this Agreement shall be from OCTOBER 1, 2020 until SEPTEMBER 30, 2021, unless terminated earlier under this Agreement.

2.2 Termination for Convenience. Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) calendar day's written notice to the other party. In the event of termination for convenience, it is understood and agreed that only the amounts due to Legal Assistant services provided up to and including the date of termination, will be due and payable. No penalty will be assessed for a party's termination of this Agreement for convenience.

2.3 Termination for Cause. If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

Termination for breach under this section does not waive either party's claim for direct damages resulting from the breach, and the non-breaching party may, among other remedies, withhold from compensation owed the breaching party an amount necessary to satisfy its claim against the breaching party.

3. Scope of Services

3.1 Legal Assistant agrees to provide the following Scope of Services in relation to the Program:

a. Understand, practice, and promote the vision of the Program.
b. Assist Program Director with creating mentoring program, website improvements, community partnerships, and assisting participants with utilizing their Spark and maximizing their potential.

4. Compensation

4.1 County agrees to pay Legal Assistant the total not to exceed fee of $12,000.00 to provide the Scope of Services as described in Paragraph 3 for the entire Term of this Agreement. The said total not to exceed fee shall be paid in monthly installments of $1,000.00 each to be paid no later than the last day of each month. The Legal Assistant agrees to work ten (10) hour per week.

4.2 Legal Assistant agrees to submit invoices to County no later than the first of each month. Each invoice shall be submitted electronically to the Williamson County Juvenile Services' Director of Operations at jpelczar@wilco.org, or as otherwise designated, in writing, by County.

4.3 County's payment hereunder shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Legal Assistant of such an invoice of the discrepancy. Following County's notification of any discrepancy as to an invoice, Legal Assistant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

5. Independent Contractor

5.1 It is expressly acknowledged that Legal Assistant is an independent contractor and that nothing in this Agreement is intended or shall be construed to create an employer/employee relationship between County and Legal Assistant. Legal Assistant acknowledges and agrees that he/she will not be entitled to any benefits generally provided by the County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

It is understood and agreed that Legal Assistant shall pay all taxes, licenses, and fees levied or assessed on Legal Assistant in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon fees or wages of Legal Assistant, Legal Assistant's agents, employees, and representatives. Legal Assistant agrees to reimburse the County on demand for all such taxes or governmental charges, state or federal, which the County may be required or deem it necessary to pay on account of employees of Legal Assistant. Legal Assistant agrees to furnish the County with the information required to enable it to make the necessary reports and pay such taxes or charges. At its election, the County is authorized to deduct all sums so paid for such taxes and governmental charges from any fee or amounts that may be or become due to Legal Assistant.

5.2 Legal Assistant shall not be deemed or construed to be an agent or representative of County for any purposes whatsoever and Legal Assistant hereby agrees to not hold himself/herself out as a representative or agent of County. In this respect, Legal Assistant acknowledges and agrees that he/she shall have no right or authority to commit or obligate the County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court.

6. Representations and Warranties

6.1 Legal Assistant represents and warrants that Legal Assistant has the authority to sign and be bound by the terms of this Agreement.

7. Responsibility for Acts and Omissions

7.1 Legal Assistant is responsible for providing the services under this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, LEGAL ASSISTANT SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LEGAL ASSISTANT OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Legal Assistant expressly waives rights or claims of subrogation Legal Assistant may have against County.

8. General Terms

8.1 If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

8.2 This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.

8.3 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

8.4 No provision of this Agreement is intended to waive County's sovereign/governmental immunity, including but not limited to immunity from suit or immunity from liability, as provided by Title 5, Texas Civil Practice & Remedies Code, and other applicable law.

8.5 No provision of this Agreement is intended to create any third-party beneficiary.

8.6 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Legal Assistant shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

8.7 If any provision included in this Agreement is determined to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceable provision shall not affect any other provision and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included.

8.8 Written notice or communication required by or related to this Contract shall be provided to the following party representatives:

County
Attn: County Judge
710 Main Street
Suite 101
Georgetown, Texas 78626

Legal Assistant
Karen Calcagno-Miller
3309 Champagne Court
Leander, Texas 78641

With Copy To:

Williamson County Juvenile Services
Attn: Scott Matthew, MBA
Executive Director
1821 SE Inner Loop
Georgetown, Texas 78626

8.9 Legal Assistant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Legal Assistant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Legal Assistant agrees that County shall have access during normal working hours to all necessary Legal Assistant facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give Legal Assistant reasonable advance notice of intended audits.

8.10 Legal Assistant acknowledges that the funding to be paid to Legal Assistant is from a grant. The obligations of the County under this Agreement do not constitute a general obligation or indebtedness of County for which the County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Agreement if the grant funding source does not appropriate sufficient grant funds to fund the Program in the future. County may effect such termination by giving written notice of termination to Legal Assistant immediately upon notice that any such grant funding is terminated and, in such case, County shall pay Legal Assistant for all amounts incurred and earned up to date of the termination of grant funding.

8.11 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement on the date set forth above, to be effective as of the date of the last party to sign below.

WILLIAMSON COUNTY

By: _____

Printed Name: _____

Title: Presiding Officer of Williamson County Commissioners Court

Date: _____, 20__

LEGAL ASSISTANT

By: Karen Calcagno Miller

Printed Name: Karen Calcagno - Miller

Title: Legal Assistant

Date: March 2, 2021

Commissioners Court - Regular Session **22.**

Meeting Date: 03/09/2021

Larry Perez Exemption

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on exempting Larry Perez Signs and Graphix from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemptions as set forth under Texas Local Government Code §262.024.(a)(4), 262.024.(a)(7)(A) and 262.024.(a)(7)(D), for the one-time purchase of vehicle decals in the estimated amount of $26,785. (Forfeiture Funds)

Background

This purchase will remove portions of the old decals on vehicles and replace with a new design. Estimate is attached to outline the work involved. This purchase is estimated at $26,785. Price is dependent upon the number of labor hours put in for removal and placement of new graphics. This expenditure will be charged to seized funds 01.0410.0413.004541. Department contact is Asst. Chief Pat Erickson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Estimate

Design

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:34 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:18 AM
Form Started By: Erica Smith		Started On: 03/01/2021 10:16 AM
Final Approval Date: 03/04/2021		

Larry Perez Signs and Graphix
304 N. Mays
Round Rock, TX 78664 US
5122557058
accounting@larryperezsigns.com
perezsigns.com

Estimate 1594

ADDRESS
Micah Koite
Williamson County Sheriff's Dept
508 S. Rock St.
Georgetown, TX 78662

DATE	TOTAL
01/29/2021	$26,785.00

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Vehicle Graphics STANDARD GRADE MATERIAL Change Out Includes Installation per 1 Vehicle	1	0.00	0.00T
	Reflective Vinyl STANDARD GRADE MATERIAL 220 - Reflective Badges for Two Doors	220	61.00	13,420.00T
	Reflective Vinyl STANDARD GRADE MATERIAL 110 - Reflective Badges for Back	110	21.50	2,365.00T
	Removal Removal of Pride, Purpose and Professionalism Removal of 17" Badges on Doors - 2 Per Car Removal of 8" Badge on the back - 1 Per Car Removal of Glue All charge by the hour at $85 an hour Average $40 - $60 per vehicle I just put $50 for 220 for an average...that is just an estimated number. It could cost more or less.	220	50.00	11,000.00T

A 50% deposit is required to place order. Once an order is placed, it may not be cancelled. Balance in full is due upon completion.

SUBTOTAL	26,785.00
TAX (0%)	0.00
TOTAL	$26,785.00

THANK YOU.

Accepted By

Accepted Date

Required Signature:


SHERIFF'S
WILLIAMSON
STATE OF
TEXAS
COUNTY
OFFICE

Commissioners Court - Regular Session **23.**

Meeting Date: 03/09/2021

SO Ammunition Purchase

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the purchase of ammunition in the amount of $122,172.98 from GT Distributors, Inc. pursuant to BuyBoard contract #603-20

Background

Approval of this purchase will support the operations of the Williamson County Sheriff's Office. Quote attached details the ammunition items to be purchased. This is a budgeted expense. Department contact is Chief James Carmona. This expenditure will be charged to 01.0100.0560.003004.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:23 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 10:30 AM
Form Started By: Erica Smith		Started On: 03/01/2021 10:18 AM
Final Approval Date: 03/04/2021		

Quote	QTE0134488
Date	2/24/2021
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Williamson County (TX)
100 Wilco Way
Georgetown TX 78626

Ship To:

Williamson County (TX)
Williamson Co Sheriff's Office
3901 CR130
Hutto TX 78634

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
FC/CCI 022421	000022	BF	FACTORY DIRECT	NET 15	0/0/0000	2,338,656

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
32.00	CCI-24445SP*	CCI 62gr .223 GDSP	M	$689.69	$22,070.08
170.00	FC-AE223N*	American Eagle .223 Rifle 62Gr-FMJ-Boat Tail	M	$417.69	$71,007.30
10.00	FC-P9HST2*	Federal Cartridge-9MM-147 Gr. HST	M	$378.31	$3,783.10
100.00	FC-AE9FP*	Federal Cartridge-9MM-147 Gr. FMJ	M	$209.10	$20,910.00
15.00	FC-AE40R1*	Federal Cartridge .40 Cal S&W 180 Gr Fmj	M	$293.50	$4,402.50
1	BUYBOARD		Each	$0.00	$0.00
		Quotation reflects BuyBoard Contract 603-20 Contract period 04/01/20-03/31/21. Email BuyBoard PO's to info@buyboard.com			

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman was Brad.
Thank-you for your business.

Subtotal	$122,172.98
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$122,172.98

Commissioners Court - Regular Session **24.**

Meeting Date: 03/09/2021

Lexipol Training SO

Submitted For: Randy Barker **Submitted By:** Erica Smith, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the agreement between Lexipol LLC and Williamson County for online subscription services in the amount of $17,165 and exempting this purchase from the competitive bidding requirement per Texas Local Government Code Discretionary Exemptions §262.024 (a)(7)(A) and authorizing the execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office Jail. The agreement attached outlines the subscription services for 500 users to include both law enforcement and the jail. Lexipol's subscription for an online training platform is unique to their company precluding competition. IT has reviewed and approved this purchased. Legal and contract audit have reviewed the agreement. Department contact is Kurt Showalter. This expenditure will be charged to 01.0100.0570.004232.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:40 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:19 AM
Form Started By: Erica Smith		Started On: 03/01/2021 10:19 AM
Final Approval Date: 03/04/2021		

LEXIPOL

POLICEONE ACADEMY | FIRERESCUE1 ACADEMY | EMS1 ACADEMY | CORRECTIONSONE ACADEMY | LOCALGOV

SUBSCRIPTION PLATFORM AGREEMENT

Customer Name:	Williamson County Sheriff's Office - TX
Customer Address:	8160 Chandler Rd Hutto, Texas 78634
Attention:	Judge Bill Gravell
Lexipol's Address:	2611 Internet Boulevard, Suite 100 Frisco, Texas 75034
Prepared By:	Brad Slaughter
Expiration Date:	2/28/2021

Contract & Proposal Valid Through: 2/1/2021 - 9/30/2021

Signature:		Signature:	
Print Name:		Print Name:	Ker Thao
Title:		Title:	Lexipol, VP of Finance and Operations
Date Signed:		Date Signed:	3/1/21

QTY	DESCRIPTION	UNIT PRICE	EXTENDED
500	PoliceOne Academy Annual Rate Per User	USD 47.00	USD 15,665.00
500	PoliceOne Academy Account Services & Setup	USD 1,500.00	USD 1,500.00
		TOTAL:	USD 17,165.00

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

The above subscription services, and when applicable, implementation services, shall be invoiced by Lexipol upon the execution of this Agreement.

Notes

Early start Promo ; Police 1 and Corrections 1 Academy - You are receiving 3 months of service free an 500 total users TBD CorrectionsOne and PoliceOne Academy split during onboarding.

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SCOPE OF SERVICES

PoliceOne Academy
Training is key to improving safety and effectiveness in law enforcement agency operations. PoliceOne Academy's online training platform combines high-quality content with time-saving features to help your training resources go further.

- 24/7 access to online learning, allowing your officers to train when it's convenient
- Hundreds of full-length courses and thousands of videos built for micro-learning
- Reports to help you monitor and track training completion, compliance and license renewal
- Acceptance as a Certified Training Provider and for continuing education in many states
- Ability to upload and build your own content and create personalized learning plans

TERMS & CONDITIONS

Billing:
A yearly subscription billing period begins at the effective starting date of service as stated above. A payment is due in full at the beginning of the 12-month period unless otherwise specified.
Renewal: Term of subscription will be automatically renewed upon contract end date using current rate card rates at the time of renewal, unless written notice of non-renewal is received at least sixty-days prior to contract end date.
Department Personnel Use Only: Passwords and videos can be used by department personnel during the term of the subscription. Sharing department login access to the PoliceOne Academy or CorrectionsOne Academy or FireRescueOne Academy or EMSOne Academy or any downloaded or video content with other departments is expressly prohibited. Any violation of this policy will result in revocation of department access.
Service Agreement: The terms of this Order Form ("Order Form") and the Master Subscription Agreement ("MSA") located at https://www.lexipol.com/lms-master-service-agreement/
between the Customer and Praetorian Digital govern the use of the Praetorian Digital Academy learning management system and related services. By executing this Order Form, Customer agrees to the terms of this document and the MSA.
Supplemental Terms: The following terms and conditions are made part of this Order Form and shall supplement those contained in the MSA. Notwithstanding the foregoing, in the event of any conflict between the below terms and those in the MSA, the terms and conditions in the MSA shall govern and control.

1. No Waiver of Sovereign Immunity or Powers. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
2. Texas Law Applicable to Indemnification. All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Customer's rights.
3. Termination for Convenience. This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination by Lexipol, The Customer will only be liable for its pro rata share of services rendered and goods actually received. In the event of termination by Customer, Customer will not be entitled to refund of any fees already paid or proration of fees properly invoiced.
4. Texas Prompt Payment Act Compliance. Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
5. Mediation: The parties agree to use mediation for dispute resolution prior to formal legal action being taken on this Contract.
6. Venue and Governing Law: Venue for disputes relating to this agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
7. Right to Audit: Lexipol LLC agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this agreement, have access to and the right to examine and photocopy those documents, papers and records of Lexipol LLC which are singularly and solely related to the services performed under this agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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Commissioners Court - Regular Session **25.**

Meeting Date: 03/09/2021

Sheriff's Office Budget Amendment for 2021 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstance to approve a budget amendment to acknowledge additional revenues for the General Fund.

Background

The budget amendment recognizes insurance proceeds received for repairs on Sheriff Office vehicles. The proceeds are being used to offset the repairs to several damaged Sheriff Office vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.364100	Insurance Proceeds	$13,250.57

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:28 AM
Form Started By: Pam Navarrette		Started On: 03/03/2021 04:15 PM
Final Approval Date: 03/04/2021		

Commissioners Court - Regular Session **26.**

Meeting Date: 03/09/2021

Sheriff's Office Budget Amendment for 2021 Budget

Submitted By: Pam Navarrette, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment to acknowledge additional expenditures for the Sheriff's Office.

Background

The budget amendment recognizes insurance proceeds received to repair damaged Sheriff Office vehicles. The proceeds are being used to offset the expenditures on damaged vehicles.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0560.004541	Vehicle Maintennance	$13,250.57

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:28 AM
Form Started By: Pam Navarrette		Started On: 03/03/2021 04:49 PM
Final Approval Date: 03/04/2021		

Commissioners Court - Regular Session **27.**

Meeting Date: 03/09/2021

Salary Study 3B

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the effective date of May 28th, 2021 with a first pay date of June 18th, 2021 for the compensation changes related to Salary Study 3B as approved on the February 23rd, 2021 agenda.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/02/2021 08:52 AM
Form Started By: Ashlie Koenig		Started On: 03/01/2021 03:55 PM
Final Approval Date: 03/02/2021		

Commissioners Court - Regular Session **28.**

Meeting Date: 03/09/2021

Salary Study 3B Line Item Transfer

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a line item transfer (as attached) for various departments as related to Salary Study 3B.

Background

Please see attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Salary Study 3B LIT

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/02/2021 08:53 AM
Form Started By: Ashlie Koenig		Started On: 03/01/2021 04:08 PM
Final Approval Date: 03/02/2021		

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0404	001100	766.25	
01	0100	0404	002010	58.62	
01	0100	0404	002020	111.57	
01	0100	0404	002050	1.96	
01	0100	0477	001100	21,723.16	
01	0100	0477	002010	1,661.82	
01	0100	0477	002020	3,162.89	
01	0100	0477	002050	55.63	
01	0100	0570	001100	6,199.83	
01	0100	0570	002010	474.29	
01	0100	0570	002020	902.70	
01	0100	0570	002050	15.88	
01	0100	0560	001100	9,524.25	
01	0100	0560	001101	521.90	
01	0100	0560	002010	768.53	
01	0100	0560	002020	1,462.72	
01	0100	0560	002050	160.18	
01	0100	0499	001100	1,054.79	
01	0100	0499	002010	80.69	
01	0100	0499	002020	153.58	
01	0100	0499	002050	2.70	
01	0100	0409	004998		48,863.94
				48,863.94	48,863.94

Commissioners Court - Regular Session **29.**

Meeting Date: 03/09/2021

Salary Study 3B Budget Amendment

Submitted By: Ashlie Koenig, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for the Records Management/Preservation Fund for the County Clerk (Fund 0385).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
	0385-0385-001100	Rcds Mgmt/Prsvtn CC/FT Salary	$1,345.42
	0385-0385-002010	Rcds Mgmt/Prsrvtn CC/FICA	$102.92
	0385-0385-002020	Rcds Mgmt/Prsvtn CC/Retirement	$195.89
	0385-0385-002050	Rcds Mgmt/Prsrvtn CC/Work Comp	$3.45

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/02/2021 08:54 AM
Form Started By: Ashlie Koenig		Started On: 03/01/2021 04:09 PM
Final Approval Date: 03/02/2021		

Commissioners Court - Regular Session **30.**

Meeting Date: 03/09/2021

Liberty Hill Generator Replacement

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss consider and take appropriate action on approving the service agreement between Williamson County and Motorola Solutions, Inc.to provide the replacement of an existing generator in the amount of $155,000.00 per the terms of DIR Contract #DIR-TSO-4101 and authorizing the execution of this agreement.

Background

This agreement will provide replacement generators at the Wireless Services Tower located at 5251 CR 200, Liberty Hill, 78642 per the proposal attached. Department Point of Contact Thomas Piche. Funding Source 01.0507.0507.004510 for FY21.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:29 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:35 AM
Form Started By: Andrew Portillo		Started On: 03/04/2021 07:34 AM
Final Approval Date: 03/04/2021		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM FOR MOTOROLA SOLUTIONS, INC. CONTRACT RELATED TO GENERATOR REPLACEMENT (Liberty Hill) (DIR-TSO-4101)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter "CUSTOMER" or "Williamson County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "MOTOROLA"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. MOTOROLA Proposal/SOW, dated January 14, 2021;
B. This Williamson County Contract Addendum; and
C. DIR-TSO-4101(and relevant terms and conditions contained therein).

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers

of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

IV.

Compliance with All Laws: MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

VI.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VIII.

Right to Audit: MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits.

IX.

Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a MOTOROLA does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. CUSTOMER will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the MOTOROLA, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the MOTOROLA.

To the extent, if any, that any provision in this Agreement or MOTOROLA's proposal(s) or quotes is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Williamson County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data

furnished to Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

XI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:	MOTOROLA:
_____	Chris Matthieu
Authorized Signature	Authorized Signature
Date: _____, 2021	Date: March 3, 2021

EXHIBIT
MOTOROLA Proposal/SOW, dated January 14, 2021
(Incorporated herein as if copied in full)

MOTOROLA SOLUTIONS

WILLIAMSON COUNTY

LIBERTY HILL GENERATOR REPLACEMENT **JANUARY 14, 2021**

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.
2120 W Braker Lane
Austin Texas 78758
USA

January 14, 2021

Thomas Piche
Williamson County Emergency Services
3171 SE Inner Loop
Georgetown, TX 78626

RE: Williamson County (Liberty Hill) Generator Replacement

Dear Mr. Piche,

Motorola Solutions, Inc. (Motorola) is pleased to present to you the enclosed proposal for the Liberty Hill Generator Replacement Project. The Proposal is based upon and subject to the terms and conditions of the DIR Agreement (DIR-TSO-4101) and consists of this cover letter, the Statement of Work, the System Description, and Equipment List.

This proposal is subject to the terms and conditions of the Texas DIR-TSO-4101 contract and remains valid for a period of Thirty (30) days from the date of this letter. This proposal may be accepted by issuing a purchase order that specifically references “the terms and conditions of the Texas DIR-TSO4101 contract.” Motorola would be happy to discuss any concerns the County may have with the Proposal.

For any issues or concerns please contact your Account Manager, John Wells, at (210) 391-4931.

Sincerely,
MOTOROLA SOLUTIONS, INC.



Chris Matthieu
Area Sales Manager

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SECTION 1

SYSTEM DESCRIPTION

1.1 PROPOSED SOLUTION

Motorola is pleased to provide to Williamson County this proposal for the replacement of the existing generator at the Liberty Hill location. The generator will be sized a 1 phase 80KW Generator to align with the lifecycle plan for the county. Along with the generator replacement, a new automatic transfer switch (ATS) and a generator plug shall be installed in the event a failure to the generator occurs.

With the upsize of the generator, the site must also increase the electrical power for the site from 200A to 300A. The customer shall work with their electrical service provider to implement the increase in service. A detailed description of the task included in the scope above can be found in the Statement of Work section. Motorola has included 3 diagrams to summarize the scope of work as well.

1.2 EQUIPMENT LIST

Motorola and its partner Enertech will provide the following equipment as part of the generator replacement:

- (1) 1-PH 80 KW Diesel generator – Indoor with 189 Gal Tank
- (1) 300A AT, 120/240V 1-PH
- (1) Generator Plug
- (1) 400A Manual Transfer Switch
- (1) 300A Breaker Panel with capacity for 45 circuits

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 2

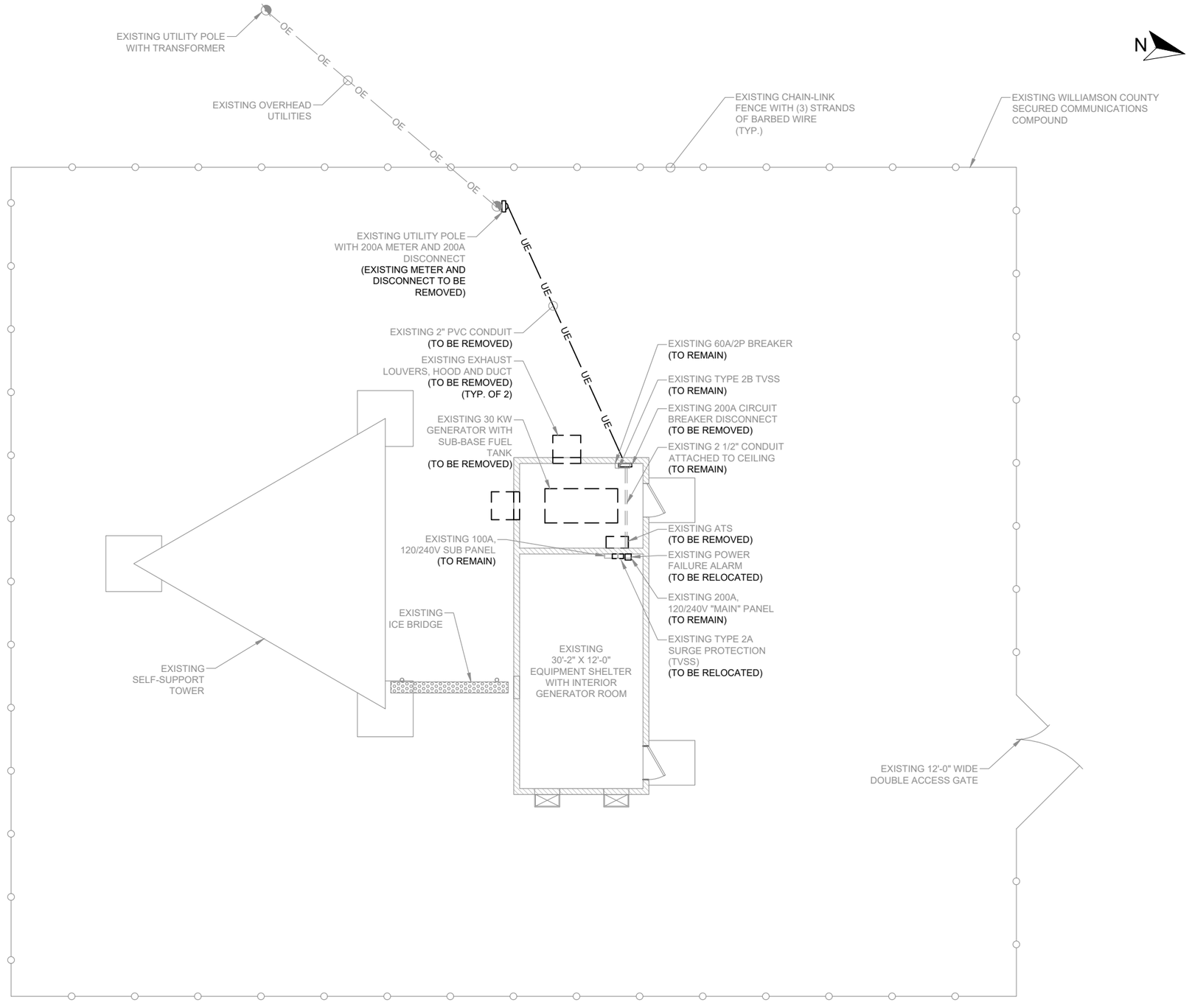
SYSTEM DIAGRAMS

System Diagrams are included on the pages that follow.

Use or disclosure of this proposal is subject
to the restrictions on the cover page.

NOTES:

1. SITE PLAN SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, QUANTITIES, AND DIMENSIONS PRIOR TO STARTING ANY WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH WORK.
2. EXISTING UNDERGROUND UTILITIES ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL HAVE LOCATOR SERVICE LOCATE AND MARK UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.
3. CONTRACTOR SHALL RESTORE ALL DAMAGED AREAS TO PRE-CONSTRUCTION CONDITIONS.
4. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY PROVIDER FOR FINAL ROUTES.



1 EXISTING UTILITY PLAN
SCALE: 1" = 10'

10' 0' 5' 10'

FOR INFORMATION ONLY

WILCO LIBERTY HILL

MOTOROLA SOLUTIONS

ENERTECH

SET ISSUED FOR	DATE
EXHIBIT	10/09/20

REVISIONS

NO.	DATE	DESCRIPTION

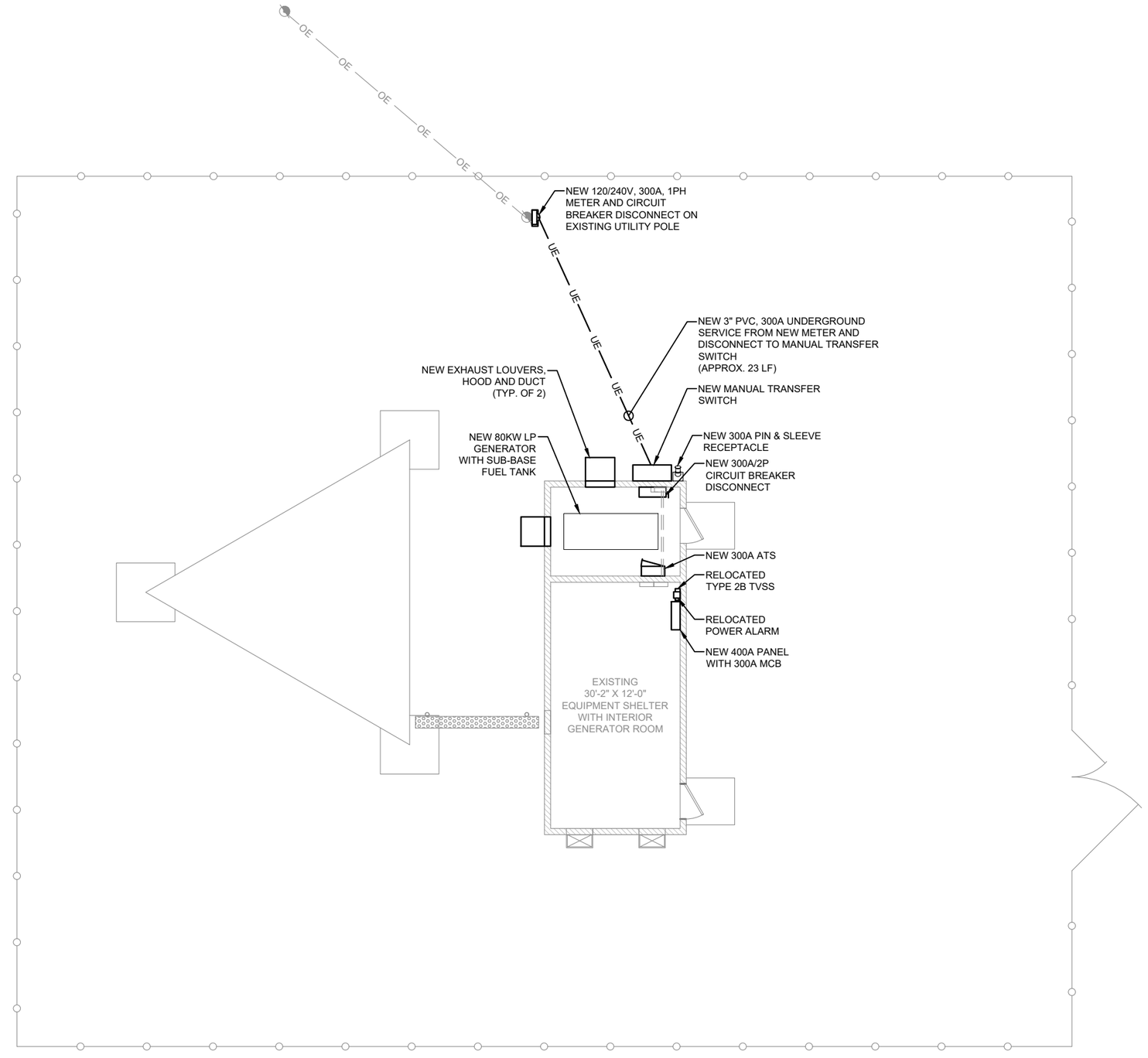
DRAWN BY	REVIEWED BY
FBU	DBS

EXISTING UTILITY PLAN

EX1

NOTES:

1. REFERENCE 1/EX1 FOR EXISTING EQUIPMENT CONFIGURATION.
2. SITE PLAN SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, QUANTITIES, AND DIMENSIONS PRIOR TO STARTING ANY WORK. NOTIFY THE CONSTRUCTION MANAGER OF ANY DISCREPANCIES OR INCONSISTENCIES BEFORE PROCEEDING WITH WORK.
3. CONTRACTOR SHALL RESTORE ALL DAMAGED AREAS TO PRE-CONSTRUCTION CONDITIONS.
4. CONTRACTOR SHALL COORDINATE WITH LOCAL UTILITY PROVIDER FOR FINAL ROUTES.



1 NEW UTILITY PLAN
SCALE: 1" = 10'

10' 0' 5' 10'

FOR INFORMATION ONLY

WILCO LIBERTY HILL

MOTOROLA SOLUTIONS

ENERTECH

SET ISSUED FOR	DATE
EXHIBIT	10/09/20

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY	REVIEWED BY
FBU	DBS

NEW UTILITY PLAN

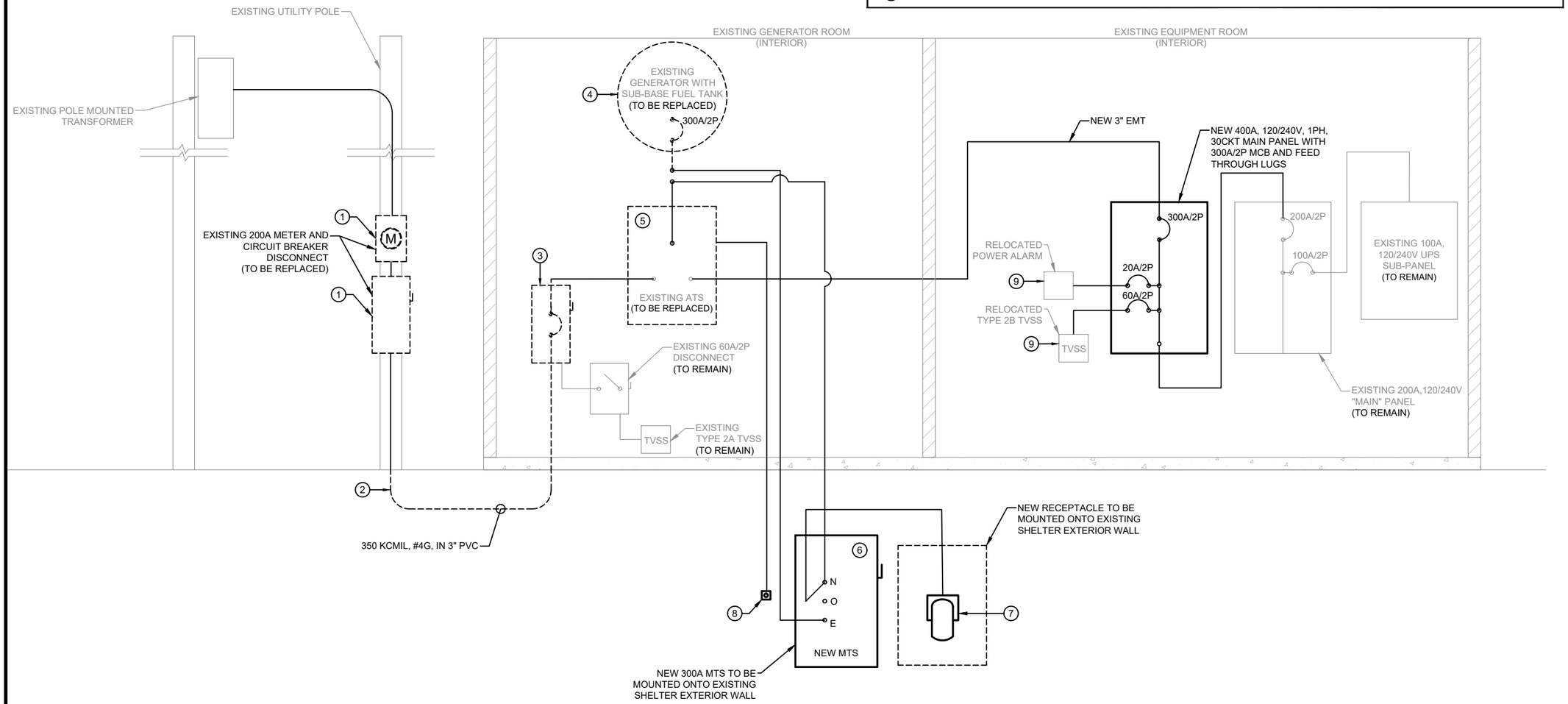
EX2

NOTES:

1. COORDINATE ALL DOWNTIME WITH MOTOROLA/CUSTOMER PRIOR TO CONSTRUCTION START.
2. EXISTING CONDUIT AND CONDUCTORS TO BE REPLACED AS REQUIRED.
3. REPLACE GROUNDING ON MAIN PANEL AND FIRST SUB-PANEL AS REQUIRED TO MEET MINIMUM BEND RADIUS OF 4".
4. DISPOSE OF EXISTING GENERATOR AND ATS FOLLOWING REMOVAL.
5. FILL DIESEL TANK OF NEW SUB-BASE TANK ONCE.
6. ALL INTERIOR AND ABOVE GROUND CONDUIT SHALL BE IN EMT.

KEYED NOTES

1. REPLACE EXISTING 200A, 1 PH, METER AND DISCONNECT WITH NEW 300A, 1 PH, 120/240V METER AND 300A CIRCUIT BREAKER DISCONNECT (COORDINATE WITH LOCAL UTILITY PROVIDER)
2. REMOVE EXISTING 2" PVC AND INSTALL NEW 3" PVC CONDUIT AND 350 KCMIL,#5G IN 3" PVC TO SHELTER (APPROX. 23 LF)
3. REPLACE EXISTING INTERIOR 200A/2P CIRCUIT BREAKER DISCONNECT WITH NEW 300A/2P CIRCUIT BREAKER DISCONNECT
4. REMOVE EXISTING INDOOR GENERAC GENERATOR (30KW,120/240V) AND INSTALL NEW GENERAC GENERATOR (80KW,120/240V) AND 189 GAL. DIESEL SUB-BASE TANK.
   (CONTRACTOR TO VERIFY NEW ENGINE VENT LOCATION WITH INSTALLATION. ENLARGE AS REQUIRED)
5. REMOVE EXISTING ATS AND MISC. CONDUIT AND INSTALL NEW 300A, 1PH ATS AND 3" CONDUIT
6. PROVIDE AND INSTALL NEW 300A, 1PH 120/240V, MANUAL TRANSFER SWITCH ON EXISTING GENERATOR ROOM EXTERIOR SHELTER WALL
7. PROVIDE AND INSTALL 300A PIN AND SLEEVE RECEPTACLE (APPLETON MODEL AR40XX OR APPROVED EQUAL)
   (CONFIRM CUSTOMER-OWNED PORTABLE GENERATOR REQUIREMENTS FOR COMPATIBILITY WITH CUSTOMER)
8. PROVIDE AND INSTALL CONTROL RECEPTACLE FOR START/STOP OF GENERATOR (NEMA L5-20R OR APPROVED EQUAL)
9. RELOCATE EXISTING SURGE PROTECTION AND POWER ALARM CIRCUITS TO NEW 400A PANEL



1 ELECTRICAL ONE-LINE DIAGRAM
SCALE: N.T.S.

FOR INFORMATION ONLY

WILCO LIBERTY HILL

MOTOROLA SOLUTIONS

ENERTECH

SET ISSUED FOR	DATE
EXHIBIT	10/09/20

REVISIONS

NO.	DATE	DESCRIPTION

DRAWN BY	REVIEWED BY
FBU	DBS

ONE-LINE DIAGRAM

EX3

SECTION 3

STATEMENT OF WORK

3.1 MOTOROLA RESPONSIBILITY

Listed below is the scope of work for the tasks involved for this generator replacement.

Engineering

- Provide PE sealed drawings for the following SOW. Submit for permit for the following SOW.

Construction

Reference attached sketch with keyed notes.

- Replace existing 200A, 1 PH, meter and disconnect with new 300A, 1PH, 120/240V meter and 300A circuit breaker disconnect. (Coordinate with local utility provider)
- Remove existing 2” PVC and install new 3” PVC conduit and 350 KCMIL, #5G in 3” PVC to shelter (approx. 23LF)
- Replace existing interior 200A/2P circuit breaker disconnect with new 300A/2P circuit breaker disconnect.
- Remove existing indoor Generac 30KW, 120/240V Generator and install new Generac Generator (80KW, 120/240V) and 189 Gal. diesel sub-base tank. (Contractor to verify new engine vent location with installation)
- Remove existing ATS and misc. conduit and install new 300A, 1PH ATS and 3” conduit
- Provide and install new 300A, 1PH 120/240V, manual transfer switch on existing generator room exterior shelter wall
- Provide and install 300A pin and sleeve receptacle (Appleton model AR40XX or approved equal) (Confirm customer-owned portable generator requirements for compatibility with customer)
- Provide and install control receptacle for start/stop of generator (NEMA L5-20R or approved equal)
- Relocate existing surge protection and power alarm circuits to new 400A panel
- Existing conduit and conductors to be replaced as required.
- Replace grounding on main panel and first sub-panel as required to meet minimum bend radius of 4”.
- Dispose of existing generator and ATS following removal.
- Fill diesel tank of new sub-base tank once.

3.2 CUSTOMER RESPONSILITIES

- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer’s responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall

review and approve the re-submitted plans within 7 calendar days from the date of submittal.

- Pay for the usage costs of power, leased lines and generator fueling both during the construction/installation effort and on an on-going basis.
- Pay for application fees, taxes and recurring payments for lease/ownership of the property.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Provide a right of entry letter from the site owner for Motorola to conduct field investigations.
- Maintain existing access road in order to provide clear and stable entry to the site for heavy-duty construction vehicles, cement trucks and cranes. Sufficient space must be available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- If necessary, upgrade the existing grounding and transient voltage suppression systems to Motorola's current R56 Standards, and supply a single point system ground, of ten (10) ohms or less, to be used on all fixed equipment supplied under this proposal.
- Supply a grounding tie point within ten (10) feet of the-Motorola-supplied equipment.
- Proposal includes standard manufacturer generator warranty. Any additional maintenance outside of manufacturer warranty will be a customer responsibility.

3.3 ASSUMPTIONS

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
- All recurring and non-recurring utility costs [including, but not limited to, generator fuel (except first fill), electrical, Telco] will be borne by the Customer or site owner.
- All utility installations shall be coordinated and paid for by the site owner and located at jointly agreed to location within or around the new communications shelter or equipment room.
- Site will have adequate electrical service for the new components. Utility transformer, transformer upgrades, line, or pole extensions have not been included.
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- No improvements are required for concrete trucks, drill rigs, shelter delivery, and crane access.

- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- The existing ground system and soil resistivity at the site is sufficient to achieve resistance of 10 ohms or less. Communication site grounding will be designed and installed per Motorola's R56 standards.
- The existing site has adequate room to expand and install the new components, including lay-down and staging areas, without encroaching on wetlands, easements, setbacks, right-of-ways, or property lines.
- AM detuning or electromagnetic emission studies will not be required.
- Restoration of the site surroundings by fertilizing, seeding, and strawing the disturbed areas will be adequate.
- Foundations for shelters, generators, and fuel tanks are based on "normal soil" conditions as defined by TIA/EIA 222. Footings deeper than 30 inches, raised piers, rock coring, dewatering, or hazardous material removal have not been included.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.
- Underground utilities are not present in the construction area, and as such no relocation will be required. Includes septic systems and irrigation systems. Location of existing utilities is not included unless specifically stated.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Right to Audit: Motorola agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Motorola reasonable advance notice of intended audits.

SECTION 4

SERVICE/WARRANTY

The terms and conditions of the warranty on the proposed generator are based on the manufacturer provided warranty. No additional warranty/maintenance has been included above the standard manufacturer warranty.

Use or disclosure of this proposal is subject to the restrictions on the cover page.

SECTION 5

PRICING SUMMARY

Motorola's system solution and services are priced as follows:

Total solution price per equipment and services outlined in this proposal

Description	Price
Liberty Hill Generator	
System Total (Services & Equipment)	$ 172,293.00
DIR Contract Discount	($ 17,293.00)
TOTAL	**$ 155,000.00**
Project price breakdown:	
Equipment	$44,026.00
Services	$110,974.00

5.1 PAYMENT SCHEDULE

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. 50% of the Contract Price due upon contract execution (due upon effective date);

2. 50% of the Contract Price due upon completion;

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

Commissioners Court - Regular Session **31.**

Meeting Date: 03/09/2021

Reject IFB T3162 and Reissue IFB T3406 New and Latest Model 36’ Gooseneck Trailer

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting bids submitted on IFB T3162 New and Latest Model 36’ Gooseneck Trailer for the HazMat department and authorize the Purchasing Agent to advertise and receive sealed bids under the new IFB T3406.

Background

Williamson County solicited bids for a New and Latest Model 36’ Gooseneck Trailer which will be utilized by the HazMat Response department. The bid came in over budget, and it is recommended that the specifications be modified and issue a new IFB. This is a replacement Project through the HS-Homeland Security Grant from the Office of the Governor, previously approved by the commissioners’ court. Point of Contact is Michael Wofford and the funding Source is HS- Homeland Security Grant.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Statement of Opening

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:55 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:29 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2021 08:21 PM
Final Approval Date: 03/04/2021		

Statement of opening of offers

The registration period for the purchase process IFB New and Latest Model 36' Gooseneck trailer is closed on Mar 01, 2021 (Mon), 3:00 PM.

On Mar 01, 2021 (Mon), 3:02:00 PM, Johnny Grimaldo opened the registrations.

Entries submitted after the closing date, Mar 01, 2021 (Mon), 3:00 PM, will not be included in the procedure.

Registrations received:

	Offer ID	Name	Submitted
1	OF6358	**Midway Trailers inc** By: Midway Trailers inc	Feb 24, 2021 (Wed), 10:28:50 AM

Registration prices:

Midway Trailers inc - Submitted price: $ 132,726.00

Reported by Johnny Grimaldo on Mar 01, 2021 (Mon), 3:25 PM

Commissioners Court - Regular Session **32.**

Meeting Date: 03/09/2021

Central Texas Treatment Center Belfor

Submitted For: Randy Barker **Submitted By:** Andrew Portillo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on ratifying the agreement between Williamson County and Belfor USA Group, Inc. to provide emergency response services to Williamson County Central Texas Treatment Center during the Central Texas Winter Storm in the amount of $129,681.39 per the terms of Buy Board #591-19 and authorizing the execution of this agreement.

Background

This will provide emergency services to include water extraction, demolition and debris removal at the Central Texas Treatment Center per the quote attached. Department Point of contact is Dale Butler. Funding Source is 01.0100.0409.004987.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

proposal

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:32 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:37 AM
Form Started By: Andrew Portillo		Started On: 03/04/2021 09:10 AM
Final Approval Date: 03/04/2021		

RATE & MATERIAL ESTIMATED PRICING TOOL

JOB INFORMATION

LOSS DATE
2/18/2021
NUMBER
Buy Board #591-19
NAME
Central Texas Treatment Center
ADDRESS
601 N. Alligator Rd

CITY
Granger
ST
TX
ZIP
76530
PHONE #

EMAIL

BILL TO INFORMATION

SAME AS JOB INFORMATION
SELECT→
NAME
Central Texas Treatment Center
ADDRESS
601 N. Alligator Rd

CITY
Granger
ST
TX
ZIP
76530
INSURANCE

ATTENTION

CC:

Wilco MSA APR 12-8-20

R&M ESTIMATED PRICING SUMMARY

BASED ON PROJECTED SCOPE OF WORK

SELECT RATE SHEET
2020 BELFOR-NATIONAL
B2020v1-3

SELECT SERVICE
CLEAN UP-GENERAL

IS THIS A CAT LOSS?
Y

RMEP #
SLINDEEN91-19-010000

PROJECTIONS

CATEGORIES		AMOUNT	MARKUP	SUBTOTAL
LABOR-SCHEDULED	(includes sm. tools)	$54,378.20	$0.00	$54,378.20
EQUIPMENT-SCHEDULED		$58,906.00	$0.00	$58,906.00
CONSUMABLES-SCHEDULED		$9,056.73	$0.00	$9,056.73
VENDOR & SUBCONTRACTOR		$0.00	$0.00	$0.00

$122,340.93

CAT FEE **6%** $7,340.46

$129,681.39

PROJECTED SCOPE OF WORK

Emergency services to include, but not be limited to: water extraction, demolition and debris removal of wet materials, drying, content manipulation as required, and any other services requested by the customer or deemed necessary by BELFOR. Note that this does not include removal of flooring. All work will be performed on a rate and material basis using BELFOR's current rate and material schedule. Payment is due upon receipt of invoice. Please note that this projection does not include any applicable taxes.

THIS R&M ESTIMATED PRICING SUMMARY PREPARED BY

NAME
Scott Lindeen
EMAIL ADDRESS
scott.lindeen@us.belfor.com
PHONE NUMBER
512-318-0613
DATE / TIME
March 1, 2021 / **8:35 AM**

DISCLAIMER

IMPORTANT Customer hereby agrees to the following terms: This is a rate and material projection report and represents estimated costs at the time it was completed. This estimate is based on the job star **2/20/2021** Any changes to the start date will impact the estimate including our overtime calculations, the hours and materials needed and/or the scope due to exacerbation of the original damage. This estimate is for valuation purposes only and is not a guarantee of BELFOR's total costs. If you should decide to proceed with the project, BELFOR will notify you of and get

consent before performing work on any material additions to the scope of this project. These projected costs are void should there be a change in the building conditions, unforeseen weather conditions or any other unforeseen issues, requests or requirements. BELFOR will invoice for work performed on a rate and materials basis and you will be responsible for additional charges for any applicable subcontracted for equipment, fuel, related service costs, permits, fees, sales tax, administrative reporting or required appearances including court appearances arising out of the services.

Commissioners Court - Regular Session **35.**

Meeting Date: 03/09/2021

DOI Projects and Issues

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive updates on the Department of Infrastructure projects and issues.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	02/09/2021 08:43 AM
Form Started By: Vicky Edwards		Started On: 02/08/2021 03:37 PM
Final Approval Date: 02/09/2021		

Commissioners Court - Regular Session **36.**

Meeting Date: 03/09/2021

Award RFQ T2666 Ronald Reagan Corridor (Segment A) LJA Contract

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ T2666 Ronald Reagan Corridor Section A, RM 2243/Leander Road to SH 29, to LJA Engineering, Inc for Engineering Services and authorizing the execution of the agreement.

Background

Purchasing solicited sealed statements of qualifications for Engineering Services. 21 firms participated of which 15 firms submitted responses. The responses were evaluated by an evaluation committee. The attached LJA Engineering, Inc. contract shall provide professional engineering services for the Ronald Reagan Segment A (RM 2243/Leander Road to SH 29) project as part of the LRP has been reviewed and approved for Commissioners Court consideration by the Road Bond Team. The maximum amount payable under this contract, without modification, is five-hundred thousand Dollars ($500,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation scoresheet

Engineering Services Contract

LJA Statement of Qualifications

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:48 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:22 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2021 07:58 PM
Final Approval Date: 03/04/2021		

EVALUATION - Ronald Reagan Corridor
RFQ T2666
DATE: 02/05/2021

										A		E	D		C		
Evaluation Criteria	Maximum Score Points	Bridgefarmer & Associates, Inc.	CP&Y, Inc.	Dannenbaum Engineering Co	Garver, LLC	Huitt-Zollars, Inc.	JMT	Kimley-Horn	LJA Engineering, Inc.	LNV, LLC	Pape-Dawson Engineers	Rodriguez Transportation Group	RPS	Volkert, Inc.	WGI, Inc.	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	35	45	40	40	35	35	40	40	40	40	45	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	40	40	35	35	35	35	40	35	35	45	35	40	35	35
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	40	35	35	35	40	35	40	35	35	40	35	40	35	30
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	40	40	35	35	40	40	40	35	40	40	35	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	45	30	40	40	30	40	40	35	40	40	40	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	40	5	40	5	5	30	30	40	30	40	40	30	40	35	30
Understanding of project	50	40	45	40	40	40	40	45	40	40	40	40	40	40	40	40
TOTAL	350	265	260	265	190	225	250	265	280	250	270	290	255	280	265	255

[redacted]

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **LJA Engineering, Inc.** **("Engineer")**
ADDRESS: **7500 Rialto Boulevard, Building II, Suite 100 Austin, Texas 78735**
PROJECT: **Ronald Reagan Corridor Seg. A (RM2243/Leander Rd to SH29)** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five-hundred thousand Dollars ($ 500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

_LJA Engineering, Inc._____
_Attn: Kenneth Schrock, P.E.____
_7500 Rialto Boulevard,
_ Building II, Suite 100_____
_Austin, _TX__78735_

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: _Kenneth G. Schrock_____
_LJA Engineering, Inc._____
_7500 Rialto Boulevard,
_Building II, Suite 100_____
Austin, Texas 78735

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject

matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

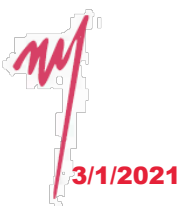
IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____



ENGINEER

LJA Engineering, Inc.

By Kenneth G Schrock

Printed Name: Kenneth G. Schrock

Title: Senior Vice President

Date: February 19, 2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

LJA Engineering, Inc.
Name of Firm

Kenneth G Schrock
Signature of Certifying Official

Kenneth G. Schrock
Printed Name of Certifying Official

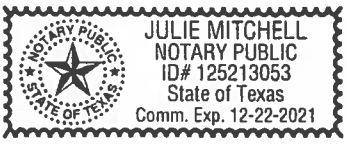
Senior Vice President
Title of Certifying Official

February 19, 2021
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Kenneth Schrock _____ the Senior Vice President of LJA Engineering, Inc.,on behalf of said firm.



Notary Public in and for the
State of Texas

My commission expires: 12-22-2021

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop _Ronald Reagan Corridor Segment A (RM 2243/Leander Road to SH 29)_ Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

See Attached Rates

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

2021 LJA ENGINEERING RATES	
Postion	**Rate ($/hr)**
Project Principal	$ 275
Project Manager	$ 245
Quality Manager	$ 230
Senior Engineer	$ 215
Project Engineer	$ 170
Design Engineer	$ 155
Engineer-in-Training	$ 135
Senior Structural Engineer	$ 220
Structural Engineer	$ 195
Senior Engineering Technician	$ 140
Senior CADD Operator	$ 125
CADD Operator	$ 100
Utility Engineer	$ 150
GIS Analyst/Cartography	$ 130
GIS Technician	$ 115
Admin	$ 80



EXHIBIT D - RATE SCHEDULE

2021 LJA SURVEY RATES	
Postion	**Rate ($/hr)**
Principal RPLS	$ 200
Sr. Project Manager/RPLS	$ 185
Project Manager/RPLS	$ 160
Sr. Project Surveyor	$ 140
Project Surveyor	$ 125
Survey Technician	$ 105
Survey Draftsman	$ 90
One-Man Survey Crew	$ 125
Two-Man Survey Crew	$ 155
Three-Man Survey Crew	$ 180
Four-Man Survey Crew	$ 210
Abstractor	$ 70
Clerical	$ 60



2021 SWCA RATES	
Postion	**Rate ($/hr)**
Principal-in Charge	$ 285
Project Manager XII	$ 205
Project Manager XI	$ 187
Project Manager X	$ 171
Project Manager IX	$ 153
Project Manager VIII	$ 143
Project Manager VII	$ 133
Project Manager VI	$ 123
Project Manager V	$ 112
Project Manager IV	$ 102
Project Manager III	$ 92
Subject Matter Expert	$ 210
Specialist XII	$ 205
Specialist XI	$ 187
Specialist X	$ 171
Specialist IX	$ 153
Specialist VIII	$ 143
Specialist VII	$ 133
Specialist VI	$ 123
Specialist V	$ 112
Specialist IV	$ 102
Specialist III	$ 92
Specialist II	$ 81
Specialist I	$ 69
Administrative IX	$ 138
Administrative VIII	$ 125
Administrative VII	$ 113
Administrative VI	$ 101
Administrative V	$ 89
Administrative IV	$ 77
Administrative III	$ 66
Administrative II	$ 53
Administrative I	$ 42

EXHIBIT D - RATE SCHEDULE

2021 DIRECT EXPENSES		
Photocopies B/W (8 1/2" X 11") / each	$	0.12
Photocopies B/W (11" X 17") / each	$	0.20
Photocopies Color (8 1/2" X 11") / each	$	0.75
Photocopies Color (11" X 17") / each	$	1.50
Digital Ortho Plotting / sheet	$	2.00
Plots (B/W on Bond) / square foot	$	2.00
Plots (Color on Bond) / square foot	$	5.00
Plots (Color on Photographic Paper) / square foot	$	6.00
Color Graphics on Foam Board / square foot	$	18.00



EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

LJA ENGINEERING

2700 La Frontera Boulevard, Suite 150, Round Rock, Texas 78681
t 512.439.4700 f 512.439.4716 LJA.com TBPE F-1386

December 28, 2020

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Re: Williamson County RFQ #T2666, Planning for Ronald Reagan Corridor

The RFQ #T2666 has been issued to select firms to provide engineering services to assist Williamson County staff in the development of schematics to add control of access lanes to Ronald Reagan between FM 2243 to IH 35. Large scale projects with lengths of over 20 miles, performed by different firms can create three very significant challenges:

- Coordination between the design firm and repetitive contact with corridor-wide stakeholders
- Inconsistencies in design philosophy between design firms
- Loss of knowledge due to turnover in firm staff

If selected, the LJA Team can assure the County risks associated with these challenges will not only be mitigated but can be strengths of the corridor. The LJA Team is perfectly positioned to meet these unique corridor delivery challenges by:

1. Demonstrated success on previous projects including FM 110 in Hays County which had three major firms designing similar sized sections to Reagan under the supervision of the County GEC. LJA had frequent discussions with the other sections and made sure to request current coordination efforts with the GEC. A specific example of LJA being a team player, midway through the project LJA included a subconsultant from another team to do FEMA coordination since they were already engaged with the stakeholder, even though LJA was capable of doing the work in-house.
2. LJA is currently wrapping up a major corridor effort on LP 1604 in San Antonio with multiple segments that include similar design efforts. A design journal was kept to ensure that design philosophy will be maintained throughout. LJA will utilize a similar journal on this project to keep track of design decisions. We anticipate this will save the County money in throwaway costs.
3. The LJA Team is lead by shareholders in the company who have demonstrated loyalty to LJA and to Williamson County. I myself as PM and the Task Leads I have selected will be there till the end.

As a registered Texas Board of Professional Engineers (TBPE) engineering firm in the state of Texas, LJA's technical experience with these types of corridors, our local experience with multi-firm segment design, and our commitment to this project with consistent leadership make LJA a great partner for the County.

Sincerely,

Kenneth G Schrock

Ken Schrock, PE
Senior Vice President // LJA Engineering, Inc.
kschrock@lja.com // 512.983.5909 (Mobile)

2| ORGANIZATIONAL CHART

WILLIAMSON COUNTY » GENERAL ENGINEERING CONTRACTOR » LJA ENGINEERING

*Ken will be the **sole point of contact** for the County and the face of the project. He will hold the task leads accountable.*

PROJECT MANAGEMENT
- **PROJECT MANAGER**
  Ken Schrock, PE | Round Rock 50%
  Austin 50%

QA/QC
- **QA/QC MANAGER**
  Dave Garrett, PE | Round Rock 100%

ROADWAY
- **ROADWAY LEAD**
  Scott Bond, PE | Katy 80%/Austin 20%
- **ROADWAY SUPPORT**
  Zach Ryan, PE | Austin 80%/Round Rock 20%

DRAINAGE
- **DRAINAGE LEAD**
  Derek Bohls, PE, CFM | Round Rock 100%
- **DRAINAGE SUPPORT**
  Riley Sladek, PE | Round Rock 100%

STRUCTURES
- **STRUCTURES LEAD**
  Dacio Marin, PE | Austin 100%
- **STRUCTURES SUPPORT**
  Vasilis Samaras, PE | Austin 100%

ENVIRONMENTAL
- **ENVIRONMENTAL LEAD**
  Stephen Van Kampen-Lewis (SWCA)
  Austin 100%
- **ENVIRONMENTAL SUPPORT**
  Luke Rome, PG (SWCA) | Austin 100%

TRAFFIC
- **TRAFFIC LEAD**
  Ali Mozdabar, PE, PTOE | Round Rock 100%
- **TRAFFIC SUPPORT**
  Chad Wood, PE, PTOE | Round Rock 100%

GEOTECHNICAL
- **GEOTECHNICAL LEAD**
  Gabriel Ornelas, PE (RKI) | Austin 100%

SURVEY
- **SURVEY LEAD**
  Gordon Anderson, PLS, PSM, RPLS (LJAS)
  Austin 100%

3D MODELING
- **3D MODELING LEAD**
  Alan McCarthy | Austin 80%
  Round Rock 20%

COST ESTIMATING
- **COST ESTIMATING LEAD**
  Brian Young, PE | Austin 80%
  Round Rock 20%

LEGEND

TASK
- **PROJECT ROLE**
  Name (Sub Acronym) | Office Location



"I have been extremely pleased with the performance of Ken Schrock and the LJA Team on the FM 685 project for the City of Hutto. Their efforts and coordination with TxDOT has kept this project moving forward under difficult budget and time constraints. I would recommend Ken and his team on future projects where TxDOT is involved."

Matt Bushak, PE // City Engineering
City of Hutto City Engineer (Now with City of Round Rock)

PROJECT TEAM

PRIME CONSULTANT

LJA Engineering
LJA, founded in 1972, is an employee-owned company, offering full-service planning, engineering, surveying, and construction management to public and private sector clients. With over 1,100 employees in 33 offices across Texas and Florida, we are organized around nine comprehensive sectors: Public Infrastructure, Transportation, Land Development, Energy Services, Rail Services, Surveying, Flood Control & Drainage, CEI, and Environmental & Coastal.
Employees in County: 40 // Total Employees: 1,113
**Included in LJA Engineering Total*

LJA SUBSIDIARY

LJA Surveying (LJAS)
LJA Surveying is a multi-discipline, Surveying and SUE firm, serving both the public and private sectors. Their staff includes experienced Registered Professional Land Surveyors, a Licensed State Land Surveyor, GIS Specialists, Certified Survey Technicians, multiple CAD support staff, and multiple field crews.
*Employees in County: 0 // Total Employees: 11**

SUBCONSULTANTS

SWCA Environmental Consultants (SWCA)
Since 1981, SWCA has helped clients overcome environmental challenges. 100% employee-owned, offers comprehensive environmental planning, regulatory compliance, and natural/cultural resources management services.
Employees in County: 0 // Total Employees: 150

Raba-Kistner (RKI)
Founded in 1968, Raba Kistner, Inc. has become an industry leader among engineering consulting firms, specializing in addressing the key risk areas of management services that address their clients' capital investments.
Employees in County: 0 // Total Employees: 485

The LJA Team has over 40 local employees staffed in Williamson County to address any fast-paced project needs.

3| PROJECT MANAGER

KEN SCHROCK, PE | ROUND ROCK OFFICE 50% // AUSTIN OFFICE 50%

Ken will commit fully to the Ronald Reagan Boulevard project, dedicating his management time to only this project through the 100% design. Currently not managing projects, Ken's workload consists of managing his division's staff he has built over the past 10 years from one person to its current total of 139 and growing.

Ken's availability is one of his many stand-out elements as the choice of Project Manager for Ronald Reagan. **He is a proven Project Manager for Williamson County.** His familiarity with the Ronald Reagan Corridor and the landowners in the area will help facilitate public involvement for the project. **As a shareholder with LJA, Williamson County can trust Ken will lead and be available for the life of this project.**

PROJECT DETAILS	SERVICES PROVIDED		KEY FEATURES
Ronald Reagan Boulevard North Phase 4 *Williamson County* Cost: $20M	• Prelim Eng Report • Route Analysis • PS&E • Traffic Signals/ Control	• Roadway/Drainage • Geotech/Env • ROW Determination • PS&E	• Multiple Typical Sections • Multiple Routes • Phased Implementation • Development Coord. • TxDOT Coord.
Ken was PM for this new location project of a 2-lane interim (4-lane ultimate) rural roadway rural arterial. Ken and his team developed multiple alignments and connections to 2 TxDOT facilities while also coordinating with quarry owners and landowners for ROW donation and acquisition. Ken oversaw a detailed schematic used to purchase ROW during the detailed design. The project was a phased implementation with an interim and ultimate level of design building two lanes of a future 4-lane section.			
North Mays Street Extension *Williamson County* Cost: $45M	• Prelim Eng Report • Schematic/Route • Study • Roadway/Drainage • Traffic Signals/ Control	• FEAM Streams • ADA Compliance • Geotech/Env • ROW Determination • Railroad Coord.	• Multiple Typical Sections • Railroad Overpass • Unique Access Issues • Innovative Intersections • County Env Document • Multiple Gas Transmission Lines
Ken was PM for this 1.1-mile urban 4-lane arterial new location extension in Round Rock. The key feature of this project was a 1,200' long bridge over an Upper Brushy Creek WCID Inundation Easement that also crossed a local business access driveway. Ken coordinated with all stakeholders to ensure all WCID obligations were met, and that access to the local business was maintained both during/after construction.			
FM 110 *Hays County* Cost: $32M	• Schematic • Similar Location • Cost Estimates • ROW Coord. • Roadway • Drainage • Structures	• FEMA Studies • Traffic Signals/ Control • Geotech/Env • Railroad Coord. • Public Involvement • Utility Coord.	• Multiple Typical Sections • Multiple Routes • Phased Implementation • Development Coord.
This project featured a vast array of agency coordination, including the Federal Agency, Gary Job Corps, the City of San Marcos, Texas Aviation Partners, Hays County Floodplain Administrator, and UPRR Railroad crossing. Ken's forward-thinking coordination approach resulted in a timely project which had everyone on the same page and all agencies up to date with their particular issues. This approach resulted in the smallest detail being addresses, and no stone unturned.			

4| ROADWAY EXPERIENCE

ROADWAY LEAD // SCOTT BOND, PE

39 YEARS OF EXPERIENCE // AUSTIN OFFICE

Scott is a Central Texas native that will oversee the planning and design of this schematic. He has performed route studies, schematic design, and PS&E throughout the area for over 35 years and takes pride in finding innovative solutions that maximize traffic operations with minimal environmental impacts. He is very experienced in developing fully detailed geometric schematics to seamlessly move forward with ROW acquisition and Utility Relocation. Scott is knowledgeable in route and feasibility analysis, the planning and environmental process, schematic development, traffic engineering, and operational modeling, innovative intersection and interchange design, construction sequencing and traffic control requirements, final design/ PS&E, right-of-way (ROW) mapping and acquisition, and the construction process.

Scott understands the importance of maximizing the County's funds by making the best use of existing infrastructure. His goal in the layout of all projects is to minimize costs and environmental impacts by utilizing existing improvements and ROW to the greatest extent possible. In addition, he has extensive experience in outlining the phased implementation of improvements in fundable steps that construct the ultimate layout while minimizing temporary and throw-away work. Scott also has experience working with adjacent designers which is something this contract will require. He understands the importance of regular coordination meetings, sending/maintaining updated files, and communicating changes that could impact other sections. Scott's role as the Schematic Task Lead on SH 45 N from east of IH 35 to SH 130 for the upgrade of rural 2-lane and 4-lane roadways to the controlled access facility including the SH 130 direction interchange required ongoing coordination with the GEC, TTA, adjacent designers and the SH 130 design team. Scott has been a lead schematic designer since the mid-1980s on many other notable Travis and Williamson County projects including conceptual schematics for IH 35 from SH 130N to the Hays County line (MIS Phase I), design schematics for IH 35 from SH 130N to US 290E (MIS Phase II), and preliminary and final schematics for SH 71/ US 290W (Ben White Blvd) from Oak Hill Y to FM 973, SH 45 (original Austin Outer Parkway 84 mile loop), US 183 from US 290E to SH 71E, IH 35 at SH 45N interchange, US 290W and SH 71 from Circle Dr to William Cannon (latest Oak Hill Y project), IH 35 at US 290W/ SH 71 interchange, and SH 45SW at FM 1626 (continuous Green-T intersection. He has also performed the schematic design on numerous other Central Texas projects in Bexar, Comal, Kendall, Hays, Bell, Milam, and Coryell Counties.

ROADWAY LEAD // ZACH RYAN, PE

15 YEARS OF EXPERIENCE // AUSTIN 80%/ROUND ROCK 20% OFFICES

Zach brings 15 years of experience working in roadway design and management including major arterial, new location, and controlled access facilities. Specifically, his experience on LP 1604 developing two schematics for an interim and ultimate condition. The interim built two additional lanes within the existing ROW for a 4-lane divided arterial section. The ultimate used the lanes built in the interim as mainlanes and preserved ROW for an ultimate controlled access facility. Portions of Ronald Reagan will likely use a similar approach. Zach has extensive experience with TxDOT Criteria, AASHTO Criteria, Horizontal/ Vertical Alignments, Ramp Design, and Microsoft Open Roads. Zach also has experience with phased implementation, cost estimating, traffic projections, and interchange design. He has experience working with the County GEC and with large programs and ensuring schematics work when connected to other studies. Ronald Reagan will have similar challenges to LP 1604 E where he developed interim and ultimate schematics maximizing the existing pavement, converting the 2-lane to a 4-lane highway, and planning for an ultimate controlled access facility.

5| DRAINAGE EXPERIENCE

LJA has produced drainage studies, designed for water quality, open-channel hydraulic, and closed drainage systems, added capacity, mitigated adverse impacts, and worked with existing flooding issues on over eight FEMA Floodplains projects, for Central Texas cities and counties in the last five years. These projects included coordination with the Upper Brushy Creek WCID, Edward's Aquifer Protection Plans, New Location Roadway Impacts, and Karst Zones. The result of our approach and experience is a clear, concise report summarizing the results of findings along with every project discipline.

DRAINAGE LEAD // DEREK BOHLS, PE, CFM

16 YEARS OF EXPERIENCE // ROUND ROCK OFFICE

Derek's approach to design has won over the premiere local drainage experts at the Upper Brushy Creek WCID, TCEQ water quality reviewers, City of Round Rock Stormwater Program, City of Cedar Park Engineering, TxDOT Austin District, and CTRMA review teams. As an eminent leader in H & H assessment, community leaders rely on him to resolve their challenges. His designs include water quality regulations and permitting, floodplain mapping, scour analysis, water quality BMP design, impact analysis and documentation, detention and retention design, storm sewer design, culvert design, energy dissipater design, erosion control and SWP3, cost estimating associated with drainage structures. Derek brings a creative, innovative problem solving mentality to H & H design which benefits clients by navigating around the issues that arise during a design. He challenges himself, and his team, to produce multiple solutions to one problem to determine the most efficient, cost-effective solution. Derek has performed this same role for 17 similar projects in the Central Texas area. **Derek's experience includes detailed design and impact analysis on highly developed/ highly scrutinized controlled access projects like the MoPac Improvement Project in Austin, and US 281 in San Antonio. He provides innovative solutions like 2D modeling in order to reduce costs during preliminary bridge design.**

Derek will use his 16 years of experience to develop accurate bridge hydraulic models so that crossings pass future development peak flows, similar to what he did on US 281. Derek also has significant experience on new location/major widening projects that require ROW. He will use this experience to develop ditch designs to a 30% PS&E level so that ROW can be preserved/acquired with confidence. Lastly, Derek has designed a multitude of water quality and detention facilities and will work with the roadway group to best identify locations and determine ROW needs, similar to what he did on 183A.

DRAINAGE SUPPORT // RILEY SLADEK, PE

14 YEARS OF EXPERIENCE // ROUND ROCK OFFICE

Riley has 14 years of drainage design on multiple projects in Central Texas and across the state including new location, reconstruction, and widening in both rural and urban settings. He has worked on hundreds of FEMA stream crossings in the Central Texas area and will use that experience to develop cost-efficient hydraulic crossings at the multiple FEMA streams on these corridors. Riley also has experience designing water quality and detention facilities, on New Hope Drive and US 281, which will likely be required on these corridors. Riley excels in his communication throughout the team to ensure the drainage design is coordinated with all other disciplines including roadway, structures, and utilities. Riley has worked with Derek for over 7 years and their experience together provides efficiencies for the County.

6| STRUCTURES EXPERIENCE

Bridge Structures will be a significant part of the Ronald Reagan Corridor. **Our structures team has the lessons learned to successfully guide this critical component of the project.**

STRUCTURES LEAD // DACIO MARIN, PE

36 YEARS OF EXPERIENCE // AUSTIN OFFICE

Dacio has diverse bridge design experience developed while working on simple on and off system bridges, complex bridges, bridge widenings, and multi-level interchanges. In addition to his design experience, he has successfully led bridge design teams for nearly 20 years, including 14 years at the TxDOT – Bridge Division (TxDOT-BRG). His responsibilities include project management, design supervision, and structural design. In addition to leading the structural department for the firm, Dacio personally leads an Austin based Structural team doing primarily bridge design. This local team will be assigned to this project. For the Anderson Mill Road and RM 620 Extension project, Dacio will use his experience working collaboratively with the Roadway, Railroad and Drainage Leads to develop economical crossings at the many critical features of these corridors. Dacio has developed spreadsheets to allow his team to quickly evaluate economic span lengths, fill heights, and bridge widths so that during the alternative analysis period cost estimates can be generated efficiently. Additionally, Dacio has worked in Karst sensitive areas on over 12 projects and will help direct the geotechnical efforts so that data collection can provide his team with accurate information to assist in bridge foundation design. Lastly, Dacio worked closely with Derek Bohls (Drainage Lead) on New Hope Drive East which had a major bridge crossing over Brushy Creek and they were able to determine work zone areas outside the floodplain to ensure the bridge was constructible to avoid costly change orders during construction. Dacio has led the design of over 30 RR Bridge Under/Overpasses and will use that career-long experience to plan and design the multiple RR crossings on these corridors. **Dacio has unique experience in leading teams of multiple firms doing bridge design on a different section of a corridor (LP 1604 in San Antonio and IH 10 Connect in El Paso) which will guide him leading not only the Segment 2 Bridge and Interchange design but also ensuring Segment 1 and Segment 3 use similar approaches.**

STRUCTURES SUPPORT // VASILIS SAMARAS, PE

9 YEARS EXPERIENCE // AUSTIN OFFICE

Vasilis has over nine years of diverse experience and technical knowledge in designing and rehabilitating bridges that vary in complexity from simple bridge creek crossings to multi-level interchanges. His ability to provide innovative solutions in the preliminary design stage (schematic) is instrumental in obtaining overall cost savings for the project. Vasilis has multiple discipline experience including Retaining Wall Design and Roadway Design and this experience allows him to cost-effectively design structural facilities that maximize the ROW and reduce cost. He is currently designing multiple direct connectors on LP 1604 in San Antonio which require consistent coordination with the Drainage Lead, Roadway Lead and Structures Lead. **Vasilis is experienced in bridge projects and PS&E developments for TxDOT, HCTRA, various Counties (e.g., Williamson, Travis, Hays), various Cities (Pflugerville, Cedar Park), and municipalities.**

7| ENVIRONMENTAL EXPERIENCE

LJA has partnered with SWCA previously on the Liberty Hill Bypass and the Southwest Bypass because of their extensive experience in the Williamson County Area. Most importantly, they are experts in karst surveys, karst regulations, and permitting; and the Team has identified karst as the most critical environmental constraint for these corridors. The Team has the additional experience, as outlined below, necessary to complete the Environmental Planning for these corridors.

ENVIRONMENTAL LEAD
STEVE VAN KAMPEN-LEWIS
12 YEARS EXPERIENCE // AUSTIN OFFICE // SWCA

Stephen Van Kampen-Lewis has managed environmental permitting and due diligence projects for Williamson County roadways for two existing Williamson County road bond programs (2013 and 2019). Williamson County officials are familiar with SWCA's approach to these projects and trust Stephen's timeliness and dedication to high-quality work. He knows the relevant permitting issues and strategies to facilitate a streamlined approval process. Stephen guided Williamson County as it sought to maintain Endangered Species Act compliance while planning Southwest Bypass Segments I & II due to the presence of the Bone Cave harvestman (Texella reyesi) and the Inner Space Caverns mold beetle (Batrisodes texanus). The latter species is not covered under the Williamson County RHCP in this part of the County but is known to inhabit caves adjacent to the project. Williamson County officials also consider Stephen as a subject matter expert on endangered karst invertebrates and he has authored multiple white papers and a peer-reviewed papers on the subject. Stephen has experience with the Wilco Road Bond (2013 – Present)— CR 176, DB Wood Road at SH 29 intersection, Lakeline Boulevard turn lanes, Great Oaks Drive bridge replacement, Hairy Man Road widening, Ronald Reagan widening, SH 29 bypass, Sam Bass Road widening, CR 366 improvements, O'Connor Drive signal upgrades; Wilco Road Bond (2019 – Present)— Corridor I-1, Corridor I-2, Sun City Intersections; Southwest Bypass Phase I, Phase II, and Phase III; Leander Road improvements (east and west sides); Liberty Hill Bypass; Old Settlers Boulevard Extension; and Wyoming Springs Extension

ENVIRONMENTAL SUPPORT // LUKE ROME, PG
7 YEARS EXPERIENCE // AUSTIN OFFICE // SWCA

Luke Rome is Texas licensed Professional Geoscientist (PG) (#12028) and his understanding of the Edwards Plateau geology paired with his linear transportation project experience allows him to provide his clients with effective strategies to assist in the planning and construction within karst terrain. For example, Luke is currently excavating potential voids and mapping a known cave along the Leander Road project to assist Williamson County with their due diligence efforts and ultimately, their regulatory compliance strategies. He is skilled in Due Diligence Documentation, Permitting, Geological Assessments, Karst surveys, TCEQ Coordination, Subsurface Void/Cave Mapping, City of Austin Environmental Resource Inventories. Luke has experience with the Wilco Road Bond (2013 – Present)— O'Connor Drive signal upgrades; Wilco Road Bond (2019 – Present)— Corridor IH 1, Corridor IH 2, Sun City Intersections; Southwest Bypass Phase III; Leander Road improvements (east and west sides); Liberty Hill Bypass; Old Settlers Boulevard Extension; Wyoming Springs Extension; Williamson County Conservation Foundation.

8| AVAILABILITY MARCH 2021

KEN SCHROCK, PE // PROJECT PRINCIPAL

Availability at NTP: 70% // Project Need/Time Commitment: 50%

Projects	Commitment	Completion
LJA Engineering General Operational Management	30%	Ongoing

Proposals	Commitment	Completion
TxDOT Second Wave	5%	**Mar 2021**

Currently not managing any projects, Ken's workload consists of managing the Central Texas staff he has built over the past 10-years from one person to its current total of 139 staff members and growing.

DAVE GARRETT, PE // QA/QC MANAGER

Availability at NTP: 45% // Project Need/Time Commitment: 10%

Projects	Commitment	Completion
SL 195	10%	Jun 2021
IH 35 CapEx	25%	Nov 2021
Red Line Trail	10%	Jul 2021
Various Assignments	10%	Ongoing

Proposals	Commitment	Completion
TxDOT Second Wave	5%	**Mar 2021**

SCOTT BOND, PE // ROADWAY LEAD

Availability at NTP: 85% // Project Need/Time Commitment: 40%

Projects	Commitment	Completion
IH 10 HOU Schematic	10%	Dec 2023
Various Assignments	5%	Ongoing

Proposals	Commitment	Completion
TxDOT Second Wave	10%	**Mar 2021**

ZACH RYAN, PE // ROADWAY SUPPORT

Availability at NTP: 80% // Project Need/Time Commitment: 30%

Projects	Commitment	Completion
LP 1604	20%	**Mar 2021**
SH 302	10%	Jan 2022
Broadway Street	10%	Mar 2022

Proposals	Commitment	Completion
TxDOT Second Wave	10%	**Mar 2021**

DEREK BOHLS, PE, CFM // DRAINAGE LEAD

Availability at NTP: 60% // Project Need/Time Commitment: 40%

Projects	Commitment	Completion
Liberty Hill Bypass	20%	**Mar 2021**
Southwest Bypass	20%	**Dec 2020**
New Hope Drive	10%	Oct 2021
Red Bud Lane	20%	Dec 2021
Various Assignments	10%	Ongoing

Proposals	Commitment	Completion
TxDOT Second Wave	5%	**Mar 2021**

RILEY SLADEK, PE // DRAINAGE SUPPORT

Availability at NTP: 60% // Project Need/Time Commitment: 30%

Projects	Commitment	Completion
SL 195	20%	Jun 2021
Liberty Hill Bypass	30%	**Mar 2021**
Southwest Bypass	30%	**Jan 2021**
Various Assignments	20%	Ongoing

Proposals	Commitment	Completion
NA	-	-

DACIO MARIN, PE // STRUCTURES LEAD

Availability at NTP: 65% // Project Need/Time Commitment: 20%

Projects	Commitment	Completion
LP 1604	15%	Dec 2021
Borderland Expressway	10%	Jun 2021
LP 390/IH 369	10%	Jan 2022

Proposals	Commitment	Completion
TxDOT Second Wave	5%	**Mar 2021**

VASILIS SAMARAS, PE // STRUCTURES SUPPORT

Availability at NTP: 50% // Project Need/Time Commitment: 30%

Projects	Commitment	Completion
LP 1604	25%	Aug 2021
SH 63	10%	Apr 2021
Williamsburg-Gettysburg Bridge	15%	May 2021

Proposals	Commitment	Completion
NA	-	-

STEPHEN VAN-KAMPEN // ENVIRONMENTAL LEAD // SWCA

Availability at NTP: 50% // Project/Time Commitment: 40%

Projects	Commitment	Completion
Williamson County Conservation Foundation	10%	Ongoing
Williamson County Road Bond (2013) projects	10%	Ongoing
Williamson County Road Bond (2019) projects	20%	Ongoing
Various Assignments	5%	Ongoing

Proposals	Commitment	Completion
Various	5%	Ongoing

LUKE COMB // ENVIRONMENTAL SUPPORT // SWCA

Availability at NTP: 40% // Project/Time Commitment: 20%

Projects	Commitment	Completion
Williamson County Road Bond (2013 & 2019) projects	20%	Ongoing
Southwest Bypass	5%	Ongoing
RM 2243 (Southwest Bypass to Ronald Reagan)	10%	Ongoing
Various Assignments	20%	Ongoing

Proposals	Commitment	Completion
Various	5%	Ongoing

BRIAN YOUNG, PE // COST ESTIMATING LEAD

Availability at NTP: 75% // Project Need/Time Commitment: 20%

Projects	Commitment	Completion
IH 35: Rundberg to US 290 5 December 2021	5%	Dec 2021
Various Assignments	20%	Ongoing

Proposals	Commitment	Completion
TxDOT Second Wave	10%	**Mar 2021**

ALAN MCCARTHY // 3D MODELING LEAD

Availability at NTP: 45% // Project Need/Time Commitment: 20%

Projects	Commitment	Completion
Windy Hill Road	5%	Dec 2021
LP 1604	40%	Aug 2021
FM 110	10%	**Mar 2021**
Various Assignments	10%	Ongoing

Proposals	Commitment	Completion
TxDOT Second Wave	5%	**Mar 2021**

ALI MOZDBAR, PE, PTOE // TRAFFIC LEAD

Availability at NTP: 70% // Project Need/Time Commitment: 20%

Projects	Commitment	Completion
IH 35 CapEx ITS/Signals Design	10%	Oct 2021
Various Traffic Studies	20%	Ongoing

Proposals	Commitment	Completion
TxDOT Second Wave	10%	**Mar 2021**

CHAD WOOD, PE, PTOE // TRAFFIC SUPPORT

Availability at NTP: 45% // Project Need/Time Commitment: 20%

Projects	Commitment	Completion
East Pflugerville Parkway	10%	Nov 2022
Red Bud Lane	10%	Dec 2021
Various Traffic Studies	10%	Ongoing
IH 35 CapEx ITS/Signals Design	25%	Oct 2021

Proposals	Commitment	Completion
TxDOT Second Wave	5%	**Mar 2021**

GABRIEL ORNELAS, PE | RABA-KISTNER // GEOTECHNICAL LEAD

Availability at NTP: 90% // Project Need/Time Commitment: 10%

Projects	Commitment	Completion
Hernandez Middle School Gym Additions, Round Rock ISD	10%	**Mar 2021**
Heatherwilde Subdivision Pavement Rehab	10%	Nov 2021

Proposals	Commitment	Completion
Heritage Trail West, City of Round Rock	5%	**Feb 2021**

GORDON ANDERSON, RPLS | LJA SURVEYING // SURVEY SUPPORT

Availability at NTP: 60% // Project Need/Time Commitment: 10%

Projects	Commitment	Completion
Various Surveying Projects	40%	Ongoing

Proposals	Commitment	Completion
TxDOT Second Wave	5%	**Mar 2021**



With the current personnel on hand, LJA has a wealth of staffing and technical resources readily available to serve Williamson County.

10| PROJECT APPROACH

RONALD REAGAN CORRIDOR EXHIBIT LEGEND

Interchange ≈ Major Stream Crossing



The LJA Team has identified three key goals that will determine whether or not the Ronald Reagan Schematic Project is a success and we are confident we have the experience, technical ability, and availability to deliver on these goals.

#1: DETERMINE PURPOSE/NEED ADDRESSING IMMEDIATE AND LONG TERM NEEDS

LJA Plan: Utilize the vast experience of LJA, HDR, and Garver to set a Purpose and Need that will ultimately determine the path of the project. The LJA Team will use corridor experience, Williamson County experience, data collection, and previous project successes to develop a comprehensive and cohesive plan for the entire 24-mile corridor. This will include identifying ENV constraints such as Karst Features, archeological findings, and Regional Habitat Conservation Plan, as well as include Public Involvement efforts. The LJA Team will also identify and prioritize PS&E projects that address mobility concerns, fit within County financial goals, and limit throw-away cost by working within an overall corridor plan.

#2: FLEXIBLE APPROACH, RIGID OUTCOME

LJA Plan: There are multiple variables, and unknowns that make predicting an exact vision impossible; however, there are key features that the LJA Team will advocate for the County to develop this corridor. The County seeks to develop, plan, and preserve this corridor so that an ultimate freeway can be constructed to continue the growth of Williamson County well into the future. The LJA Team understands this and, with oversight, will be able to uniquely preserve the Williamson County Vision through a single resource.

#3: SEE THE PROJECT THROUGH TO COMPLETION

LJA Plan: A project of this magnitude requires a commitment from a firm and, more importantly, a Project Manager that will be there from contract execution to schematic approval. This could be years and the LJA Team is led by Ken Schrock, a Senior VP, and shareholder of LJA, and can promise he will be the face of this project until it is completed.

The LJA Team's technical approach to the key disciplines along the corridor.

Survey/ROW Documents: By using one overall surveyor, Inland, we can optimize the flights, utilize previous flights done by Williamson County, and reduce costs.

Environmental: Weaving in and out of both Karst Zone 1 and the Edward's Aquifer Contributing and Recharge Zones, the project requires permanent BMP's to treat runoff. LJA Team will size and locate these BMP's for each outfall and determine any necessary ROW required to treat the runoff in the ultimate condition and identify and avoid karst constraints.

Typical Section: We will maximize the efficiency of the existing pavement and plan for two future facilities, a 4-lane divided facility (ideally located in the existing ROW) and an ultimate controlled access facility. We will use OpenRoads to develop a true limit of construction that allows the County to advance to ROW acquisition with confidence.

Interchanges: Use traffic data (this contract or existing County contracts) to plan interchanges and use a prudent cost approach to meet mobility goals.

Public Involvement: Partner with County's preferred PI Firm. Provide technical data and boots on the ground. Ken did this on Ronald Reagan previously and will be the consistent face of the project.

H & H: LJA will analyze all impacts to proposed headwaters and tailwaters of major streams and outfalls to determine the need for detention or grading and the resulting need for additional ROW or easements.

KEN SCHROCK, PE

PROJECT MANAGER
ROUND ROCK AND AUSTIN OFFICES



LJA ENGINEERING

EDUCATION
1995, BS, Civil Engineering
University of Houston

PROFESSIONAL LICENSE
2004, Professional Engineer:
Texas #93593

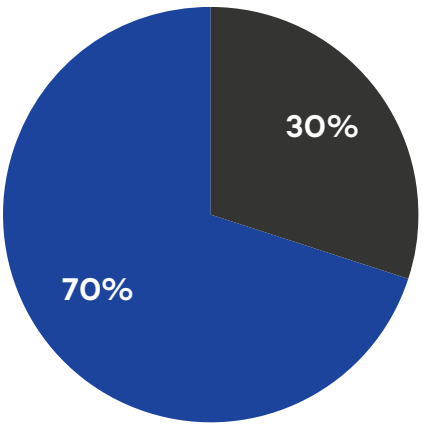
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Employee Sequence No. 14457
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SPECIAL TRAINING
LGPP Qualified

FIELD ACCOMPLISHMENTS
TxDOT Instructor, Published

EXPERIENCE
Total: 25 Years // Firm: 10 Years

AVAILABILITY MAR 2021



Various Assignments
Availability

SUMMARY OF QUALIFICATIONS
Ken has 25 years of experience in transportation engineering and project management including planning, roadway design, traffic control, H & H, and construction phase services. He is experienced in the design of rural and urban roadways, and control of access highways. Ken's background is extensive in hydrologic and hydraulic evaluation and design, storm sewer design, floodplain analysis, bridge hydraulic design, scour analysis, impact analysis, detention basin design, water quality BMP's design, and drainage master plans.

Ken moved to Austin, Texas in 2000 and has worked almost exclusively in Central Texas on transportation planning and design projects. As PM, his clients have included Williamson County, Travis County, Hays County, City of Cedar Park, City of Round Rock, City of Hutto, City of Pflugerville, City of Austin, City of Kyle, City of San Marcos, Austin District of TxDOT. In every case, Ken has had repeat work with each of these clients.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME								
TASKS	1	2	3	4	5	6	7	8	9
Controlled Access Facility									•
Added Capacity		•	•	•	•		•	•	•
Interim/Ultimate	•	•	•						
Schematic	•	•	•	•	•	•	•		
PS&E	•	•	•	•	•		•		•
ROW Identification	•		•	•					•
Traffic Studies	•		•	•	•				
Public Involvement	•		•	•					•
Edward's Aquifer Protection Zone	•		•						•
FEMA Streams	•	•	•	•	•	•	•	•	•
Bridge	•		•			•		•	•
Located in Williamson County	•		•			•		•	

1 | RONALD REAGAN BOULEVARD NORTH PHASE 4
Williamson County, Texas

Client: Williamson County // Completed: 2013 // Cost: $20M // Characteristics: Rural Ultimate 4-lane Divided // Relevance: Ronald Reagan Corridor, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Ken was Project Manager of 6.25 miles of a new location, 2-lane rural highway in Williamson County. Ken's oversight included preliminary route selection, interim and ultimate schematics, PS&E, and development of construction bid documents. He worked with a GEC, and performed public involvement with the County Commissioner, Valerie Covey, meeting with land owners individually, in small and large settings. The schematic phase included the design of an ultimate 4-lane divided rural highway. Throughout the project, Ken over saw the development of: Traffic Analysis, three FEMA floodplain reports, Wetlands Assessment, Geological Assessment, Karst Survey, Cattle passes, Construction Manual, Phase 1 ESA, WPAP, Vegetative Protection Plan, Cost Estimates, ROW documents, and Construction Schedule.

2 | FM 110 NORTH, LOOP AROUND SAN MARCOS
Hays County, Texas

Client: Hays County // Completed: Ongoing // Cost: $32M // Characteristics: Rural Ultimate 4-lane Divided, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, FEMA Streams

Roles & Responsibilities: Ken is Project Manager of six miles of a new location, 2-lane rural highway in Hays County. His oversight includes schematic refinements, interim and ultimate schematics, PS&E, and development of construction bid documents. Ken is working with a GEC (Prime Strategies). The schematic phase included the design of an ultimate 4-lane divided rural highway. He is also overseeing the development of: Traffic Analysis, Schematics, Wetlands Assessment, Construction Manual, Cost Estimates, FEMA Floodplain Report and Detention design, ROW documents, and Construction Schedule. The roadway crossed a Concrete Mix Plant, a Quarry, and encroached on: a race track, by-pass creek (Zone AE), San Marcos Airport, Gary Job Corp (Federal Facility), and the floodplain of the San Marcos River.

3 | NORTH MAYS EXTENSION
Williamson County, Texas

Client: Williamson County // Completed: 2018 // Cost: $14M // Characteristics: Urban Ultimate 4-lane, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Ken was Project Manager for the 1-mile of a new location. north-south by-pass of IH 35 roadway in Round Rock. Project ultimate 4-lane urban, interim 2-lane urban project included crossing Chandler Branch, a FEMA designated floodplain and an Upper Brushy Creek WCID Inundation Easement behind Dam #11, storm sewer design, and proposed cross culverts, relocation of a detention facility. Ken's oversight included a preliminary engineering report which considered 6 separate route alternatives, interim and ultimate schematic design, coordination with the Upper Brushy Creek WCID and negotiations on storage credits, stakeholder meetings, completion of a WPAP for TCEQ approval, and channel modifications to provide additional storage. Ken's deliverables included plans, specifications, estimates, construction schedule, environmental approval, ADA Compliance, and utility design.

4 | GILBERT ROAD EXTENSION
Travis County, Texas
Client: Travis County // Completed: 2017 // Cost: $4M // Characteristics: Urban 2-lane Roadway Relevance: Added Capacity, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Stream
Roles & Responsibilities: Ken was Project Manager for the 1-mile, new location project on Gilbert Road extending it from FM 969 to the Austin's Colony subdivision. He provided oversight on a route study, schematic, PS&E, and CPS. The design includes 2-12' lanes, 4' shoulders, curb and gutter, and 5' ADA Compliant sidewalks, as well as four water quality ponds, and signal warrant and design. He lead the Public Involvement process, including meetings to solicit input from the community, and worked closely with Del Valle ISD to determine a solution to their access concerns that worked for this largely public involved project.

5 | PFLUGER FARM LANE PHASE A AND B
Travis County, Texas
Client: City of Pflugerville // Completed: 2014 // Cost: Ph A $2.3M, Ph B $2.9M Characteristics: Urban 3-lane Roadway // Relevance: Added Capacity, Schematic, PS&E, Traffic Studies, FEMA Streams
Roles & Responsibilities: Ken was Project Manager for the 1.2 miles of a new location, 2-lane rural highway in the City of Pflugerville. The project included a preliminary route selection phase for Phases A and B, schematic phase, PS&E, and Construction Phase Services. Phase A went to letting within three months of NTP to meet the demands of an incoming data center. Ken provided management of oversight on the route study, environmental process, schematic, PS&E, traffic studies, and FEMA studies. During the environmental process, a potential historic find was discovered which could have derailed the schedule, but Ken determined an alternative plan to move to construction to avoid the delay and meet the deadline. He also provided management and oversight on the addition of water, wastewater, and re-use use lines as well as a wastewater interceptor being constructed along the creek.

6 | COLLEGE STREET BRIDGE REPLACEMENT
Williamson County, Texas
Client: TxDOT // Completed: 2014 // Cost: $5M // Characteristics: Schematic 2-lane Urban Road and Bridge // Relevance: Schematic, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Ken was Project Manager for the schematic for a bridge replacement on College Street over the San Gabriel River and roadway reconstruction of College Street. The project spanned the San Gabriel River, a FEMA studied stream, and included working with the Parks and Recreation Department to coordinate an aesthetically pleasing solution for the bridge as well as for the stream. The project also included designing roadway improvements along College Street culminating in a roundabout connecting East Morrow Street, River Haven Drive, and College Street. The roundabout design, with sidewalks and ADA Compliant ramps and crosswalks, provided an elegant design solution to convey traffic safely through the park and provided a water quality feature in the median.

7 | 969 PASS-THROUGH TOLL PHASE 1 AND 2
Travis County, Texas
Client: TxDOT // Completed: Ongoing // Cost: Ph 1 $11.1M, Ph 2 $9.7M
Characteristics: Rural 5-lane // Relevance: Added Capacity, Schematic, PS&E, FEMA Streams
Roles & Responsibilities: Ken is Project Manager of four miles of converting an existing roadway to a 5-lane rural section with 8' shoulders and 5' sidewalks. The project is being split into two jobs; the west portion from Decker Lane to FM 973 existing today as a 4-lane, no shoulder roadway and includes a environmental Categorical Exclusion, the eastern project from FM 973 to Hunters Bend Road exists today as a 2-lane, no shoulder roadway and includes an Environmental Assessment. Ken's is also acting as TxDOT liaison, Public Involvement Lead, and Drainage Lead. Phase 1 is under construction, Phase 2 received a FONSI in 2017 and is at 60% PS&E.

8 | US 183A
Williamson County, Texas
Client: Central Texas Regional Mobility Authority // Completed: 2007 // Cost: $210M
Characteristics: Control of Access High Speed Roadway // Relevance: Added Capacity, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Ken was Drainage Technical Lead for 13 miles of tollway including storm sewer, culverts, detention ponds, water pollution abatement plan, and stream modeling. Ken coordinated with all disciplines, CTRMA, TxDOT, GEC. He also performed floodplain analysis on six FEMA designed Zone A or AE stream crossings, including preparation of reports to floodplain administrator. Ken designed mitigation solutions to offset potential hydrologic and hydraulic impacts including designing seven detention ponds with control structures, overflow weirs, and low flow channels. He evaluated and designed channel modifications to channelize a floodplain and reduce a 700' long bridge span to 150'. The channel modifications included preserving the Waters-of-the-US, without having to secure additional 404 permits. Ken also managed and provided oversight on the design of four water quality ponds.

9 | MOPAC LOOP 1, SCHEMATIC AND DESIGN/BUILD PS&E PROJECT
Austin, Texas
Client: Central Texas Regional Mobility Authority // Completed: 2018 // Cost: $200M
Characteristics: Control of Access High Speed Roadway // Relevance: Controlled Access Facility, Added Capacity, PS&E, ROW Identification, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge
Roles & Responsibilities: Ken was Roadway Lead during the schematic phase and the project was under the control of TxDOT. After the schematic phase, the project went through a feasibility study with CTRMA, and subsequently went out as a Design/Build (DB) Project. During the DB project, Ken served as the Drainage Technical Lead.

During the schematic phase, Ken oversaw the production of the schematic of the control of access roadway which included the addition of a proposed Managed Lane along 11.6 miles of MoPac Expressway, relocation of ramps, widening of portions of the existing frontage roads and general purpose lanes, and the addition of noise barriers to assist the public relation effort and gain the backing by the local community. Ken evaluated the entire project for drainage purposes and impacts to the local streams and managed a 4-mile segment of the schematic and roadway design. The analysis included an Impact Analysis, due to the project's relation to three separate watersheds, to determine potential impacts to the receiving streams from the increased impervious cover. The drainage team recommended solutions to mitigate for those impacts.

DAVE GARRETT, PE

QA/QC MANAGER
ROUND ROCK OFFICE



LJA ENGINEERING

EDUCATION

1981, BS, Civil Engineering
Texas A&M University

PROFESSIONAL LICENSE

2011, Professional Engineer: Texas #76626

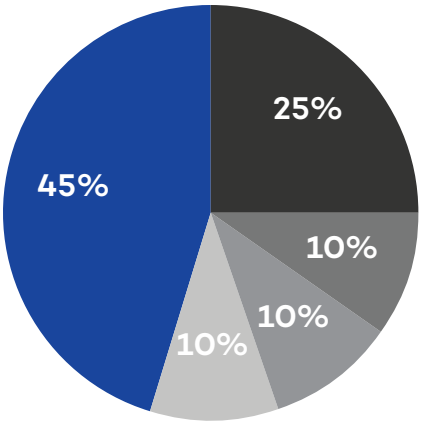
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Employee Sequence No. 788
Categories: 3.2.1, 4.2.1, 8.1.1, 9.1.1, 10.1.1, 10.2.1, 10.3.1, 18.3.1

EXPERIENCE

Total: 36 Years // Firm: 6 Years

AVAILABILITY MAR 2021



SUMMARY OF QUALIFICATIONS

Dave has over 30 years of project management and highway design experience for transportation projects. He has been with LJA Engineering for the last six years, Serving as the QA/QC Manager for LJA's Central Texas Infrastructure group. He has experience as discipline design lead on numerous design-build projects. His responsibilities include geometric roadway design, drainage design, preparation of civil PS&E plans, utility coordination, ROW acquisition, signing and pavement markings, and traffic control plans. He has led designs on small and large scale projects, including fast-paced schedules, and projects that span longer periods of time to account for acquisition of right-of-way and relocation of utilities.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME									
TASKS	1	2	3	4	5	6	7	8	9	10
Controlled Access Facility							•			
Added Capacity		•			•	•	•		•	•
Interim/Ultimate	•	•				•	•			•
Schematic	•	•		•					•	•
PS&E	•	•	•	•		•	•	•	•	•
ROW Identification	•	•								•
Traffic Studies	•	•								•
Public Involvement	•	•								•
Edward's Aquifer Protection Zone	•	•					•			•
FEMA Streams	•	•	•		•	•	•		•	•
Bridge	•	•	•	•	•	•	•	•		•
Located in Williamson County	•	•			•					•

1 | RONALD REAGAN BOULEVARD NORTH PHASE 4
Williamson County, Texas
Client: Williamson County // Completed: 2013 // Cost: $20M // Characteristics: Rural Ultimate 4-lane Divided // Relevance: Ronald Reagan Corridor, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Dave was QA/QC Manager providing coordination and quality control for the design of drainage and temporary erosion controls for section of Ronald Reagan Boulevard from SH 95 to IH 35. The drainage consisted of cross culverts, ditches, and channel improvements. Coordinated Water Pollution Abatement Plan preparation and submittal to TCEQ.

2 | ANDERSON MILL ROAD
Cedar Park, Texas
Client: City of Cedar Park // Completed: 2018 // Cost: $7M // Characteristics: Ultimate 4-lane Divided // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, Edward's Aquifer Protection Zone, Located in Williamson County
Roles & Responsibilities: Dave was QA/QC Manager for the south and north segments of the widening to a 4-lane divided urban roadway. The south segment is a little over 1 mile long and the north 1.5 miles long. Drainage design for this project includes culverts, storm sewer, detention ponds, and water quality for both TCEQ and LCRA. Culvert construction was phased in conjunction with the traffic control plan to maintain drainage during construction and provide a safe work zone.

3 | US HIGHWAY 290, FROM PAIGE TO GIDDINGS
Bastrop and Lee Counties, Texas
Client: TxDOT Austin // Completed: Ongoing // Cost: $40M // Characteristics: Rural 4-lane Divided, Shoulders // Relevance: PS&E, FEMA Streams, Bridge
Roles & Responsibilities: Dave was QA/QC Manager for the approximately 10-mile long widening of US 290 to convert to a 4-lane divided roadway. The drainage design consists of approximately 30 miles of ditch design, 25 cross culverts, and SW3P and erosion control. Culvert design includes replacing some culverts while extending others where the existing provides adequate capacity. The median ditch was drained into culverts with drop inlets.

4 | SH 71
Austin, Texas
Client: TxDOT // Completed: 2012 // Cost: $12M // Characteristics: Rural 4-lane Divided with Continuous Left Turn Lane and 10' Shoulders // Relevance: Schematic, PS&E, Bridge
Roles & Responsibilities: Dave was QA/QC Manager for the design of three miles of roadway widening and drainage, including storm water pollution prevention plan. Included HEC-RAS modeling of widened Barton Creek bridge. Project crossed environmentally sensitive Barton Creek and included a hazardous material trap at the Creek.

5 | 183A TURNPIKE
Williamson County, Texas
Client: Central Texas Regional Mobility Authority // Completed: 2007 // Cost: $210M
Characteristics: Control of Access High Speed Roadway // Relevance: Added Capacity, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Dave was QA/QC Manager and he managed the drainage design for 13 miles of the design-build tollway including storm sewer for mainlanes, frontage roads, toll plazas and cross streets, culverts (bridge class and non-bridge class), detention ponds, water quality ponds, Water Pollution Abatement Plan, and major stream crossing modeling. This project was on new location and consisted of all new culvert construction. Culvert outfalls were designed so as to minimize existing channel disturbance and control outlet velocities. Also coordinated extensively with the utility coordination team to minimize utility relocations and adjustments.

6 | STATE LOOP 480
Eagle Pass, Texas
Client: TxDOT // Completed: Ongoing // Cost: $70M // Characteristics: Rural Ultimate 4-lane Divided // Relevance: Added Capacity, Interim/Ultimate Design, PS&E, FEMA Streams, Bridge
Roles & Responsibilities: Dave was QA/QC Manager for the new location 6-1/2 mile loop around Eagle Pass. The drainage design consists of the hydrologic and hydraulic design for 46 cross culverts, five of which are Bridge Class, one FEMA crossing (Elm Creek), one irrigation canal crossing, scour analysis, coordination with the Local FEMA Flood Plain Administrator, and approximately 20 miles of ditch design. Outlet velocities were kept at a minimum due to the erosive soils in the area. Outlet channels were lined with stone riprap, broken back profiles were used to flatten culvert slopes, and increasing the number of barrels, while downsizing the individual barrels sizes, were all used in various locations to mitigate the outlet velocities. Included in the design scope of this project is a comprehensive drainage study, including the preparation of a drainage report.

7 | US 281 PHASE 2
San Antonio, Texas
Client: TxDOT // Completed: 2021 (est) // Cost: $188M // Characteristics: Urban Freeway with Frontage Roads, Mainlanes, Impact/Detention Analysis, Grade Separations
Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, PS&E, Edward's Aquifer Protection Zone, FEMA Streams, Bridge
Roles & Responsibilities: Dave is the QA/QC Manager for drainage design for this 4.5-mile long freeway design project with frontage roads. Drainage design for this project consists of urban storm sewer, rural ditches, cross culverts, detention ponds, and water quality facilities. Storm sewer systems tied into the culverts at various locations, with inlets tying directly into box culverts in some cases. Headwalls placed and grading was designed to minimize ROW and drainage easements required. Outlet velocities were decreased using broken back profiles for the culverts as well as energy dissipation in the form of stone riprap. Considerable attention was paid to culvert construction sequencing to minimize conflicts with existing joint bid utilities.

8 | SH 121 SOUTHWEST PARKWAY
Fort Worth, Texas
Client: North Texas Turnpike Authority // Completed: 2015 // Cost: $140M
Characteristics: Urban Freeway w/Frontage Roads, Grade Separations // Relevance: PS&E, Bridge
Roles & Responsibilities: Dave was QA/QC Manager on SH 121. The project included storm sewer design, bridge drainage, HEC-RAS modeling of the North Fork of the Trinity River, detention pond design, channel improvements, temporary erosion control for SW3P, permanent storm water quality controls, and an impact analysis for approximately one mile of limited access freeway.

9 | FM 969 PHASE 1 AND PHASE 2
Travis County, Texas
Client: TxDOT // Completed: Ongoing // Cost: Ph 1 $11.1M, Ph 2 $9.7M // Characteristics: Rural 5-lane // Relevance: Added Capacity, Schematic, PS&E, FEMA Streams
Roles & Responsibilities: Dave served as the QA/QC Manager for the engineering design of widening FM 969 and adding a shared use path. Phase 1 included over two miles of roadway, drainage (including cross culverts), signing and pavement markings designed to TxDOT specifications. Phase 2 is currently in the schematic phase and consists of similar improvements to Phase 1 with some reconstruction included as well. Phase 2 is also approximately two miles in length.

10 | NEW HOPE DRIVE EXTENSION PHASE I
Cedar Park, Texas
Client: City of Cedar Park // Completed: 2019 // Cost: $8M // Characteristics: Urban 4-lane Divided Relevance: Added Capacity, Schematic, PS&E, ROW Identification, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Located in Williamson County
Roles & Responsibilities: Dave was the QA/QC Manager for this 4-lane divided arterial roadway project. His responsibilities include implementing the Quality Management Plan by ensuring that inter-discipline reviews and constructability reviews are performed and documented at each major milestone of the design process. The design for this project includes roadway, drainage, water and wastewater line design, erosion control, water quality and signing and pavement markings.

SCOTT BOND, PE

ROADWAY LEAD
KATY AND AUSTIN OFFICES



LJA ENGINEERING

EDUCATION

1980, BS, Civil Engineering
Texas A&M University

PROFESSIONAL LICENSE

1987, Professional Engineer:
Texas #62907

1994, Professional Engineer:
California #C51355

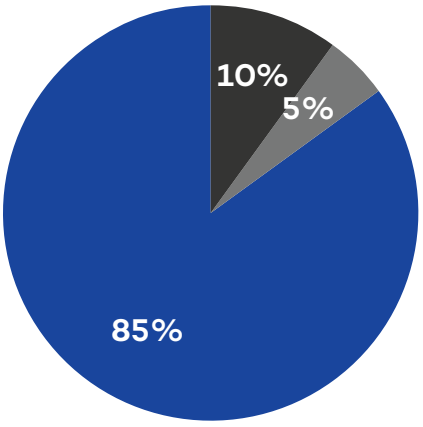
TXDOT PRECERTIFICATION

Employee Sequence No. 1856
Categories: 1.1.1, 1.2.1, 1.3.1, 1.4.1, 1.5.1, 1.6.1, 3.2.1, 4.2.1, 4.4.1, 7.1.1, 8.1.1, 10.2.1

EXPERIENCE

Total: 39 Years // Firm: 2 Years

AVAILABILITY MAR 2021



SUMMARY OF QUALIFICATIONS

Scott has 39 years of experience in Texas. His career has focused on new corridor development, schematic development, roadway rehabilitation and expansions for urban and rural highways. He is experienced in every aspect of highway design including feasibility, route and traffic studies. He has performed as project manager and technical manager on route studies, schematic and geometric design, capacity analysis of intersections and highway corridors, hydrologic and hydraulic studies, cost estimation, environmental investigations, preliminary engineering reports, major investment studies (MIS), Interstate Access Justification Reports (IAJR), and plans, specifications, and estimates (PS&E). Scott is experienced in the use of Microstation, GEOPAK, SignCAD, HCS, and CORSIM.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME								
TASKS	1	2	3	4	5	6	7	8	9
Controlled Access Facility	•	•	•	•		•		•	
Added Capacity	•	•	•	•		•	•	•	•
Interim/Ultimate	•	•	•	•		•	•	•	•
Schematic	•	•	•	•	•	•	•	•	•
PS&E	•	•	•				•		
ROW Identification	•	•	•	•	•	•	•	•	•
Traffic Studies	•	•	•	•	•	•	•	•	•
Public Involvement	•	•	•	•	•	•	•	•	•
Edward's Aquifer Protection Zone		•		•		•			
FEMA Streams	•	•	•	•	•	•	•		
Bridge	•	•	•	•	•	•	•	•	•
Located in Williamson County	•		•						

1 | SH 45 NORTH

Williamson County, Texas

Client: TxDOT Austin District – TTA // Completed: 2009 // Cost: $70M // Characteristics: Controlled Access High Speed Roadway // Relevance: Controlled Access Facility, Added Capacity, Interim/ Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Scott was the Roadway Lead for schematic design of four miles of urban 6-lane controlled-access tollway located along existing 2-lane and 4-lane roadways which included both rural and urban sections and a directional interchange with SH 130. In addition, he performed the layout of the SH 45 North interchange at IH 35 in the adjoining section as part of the IH 35 MIS project listed below. Scott was also the lead schematic designer for the SH 45 (Austin Outer Parkway) route location and schematic design project that set the original layout in the late 1980s.

2 | SH 45 SW

Hays and Travis County, Texas

Client: Central Texas Regional Mobility Authority // Completed: 2015 // Cost: $85M Characteristics: Controlled Access High Speed Roadway, Rural Highway // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge

Roles & Responsibilities: Scott was the Roadway Lead for the design schematics for rural 4-lane controlled-access tollway on new location. Creative geometry was used to avoid the numerous karst features and the layout of an innovative intersection at RM 1626 was included. Scott was also the lead schematic designer for the SH 45 (Austin Outer Parkway) route location and schematic design project performed in the late 1980s that set the original layout in this area.

3 | IH 35, MIS PHASE I AND II

Williamson and Travis Counties, Texas

Client: TxDOT Austin // Completed: 2003 // Cost: $1.5B // Characteristics: Controlled Access High Speed Roadway // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Scott was the Roadway Lead for the conceptual schematic design of 40 miles (Georgetown to Buda) and detailed schematic design of 19 miles (South of Georgetown to US 290E) of urban controlled-access freeway reconstruction. Multiple alternatives were depicted including depressed and elevated freeway sections, collector-distributor roadway sections, HOV lanes, and methods of widening or eliminating the existing 2-level freeway section in downtown Austin. Scott was also the lead schematic designer for the SH 45 (Austin Outer Parkway) route location and schematic design project performed in the late 1980s that set the original route and layout in this area.

4 | IH 10 WEST, US 87 NORTH OF BOERNE TO HUEBNER ROAD

Bexar and Kendall Counties, Texas

Client: TxDOT San Antonio // Completed: 2009 // Cost: $275M // Characteristics: Controlled Access High Speed Roadway, Arterial Roadways // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, Schematic, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge

Roles & Responsibilities: Scott was the Roadway Lead and Project Manager for drainage analysis, traffic studies, environmental studies and the preparation of design schematics and ROW maps for the upgrade of over 20 miles of rural 4-lane controlled-access freeway with both one- and two-way frontage roads to a 6- and 8-lane rural and urban section facility with one-way frontage roads. The schematic design included channel and other floodplain improvements at the Leon Creek crossing and the addition of two new diamond interchanges. Two separate schematics depicting interim improvements at Dominion Boulevard and Camp Bullis Road were also prepared.

5 | SH 127

Concan, Texas

Client: TxDOT San Antonio // Completed: 2014 // Cost: $10M // Characteristics: Rural 2-lane Roadway // Relevance: Schematic, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge

Roles & Responsibilities: Scott was the Roadway Lead for alternative analysis, river hydraulic analysis, and design schematics for the addition of a new bridge and roadway approaches to replace the existing Frio River low water bridge. Numerous alternative bridge clearance elevations of the river were analyzed. Property access to the improved roadway due to increased crossing elevation and maintaining recreational access to the river were critical issues. Project required development of an array of 3-D renderings to convey the project appearance to the public.

6 | US 290 W AT SH 71, OAK HILL "Y"

Austin (Oak Hill), Texas

Client: TxDOT Austin // Completed: 2017 // Cost: $250M // Characteristics: Controlled Access High Speed Roadway, Arterial Roadways // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, Schematic, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge

Roles & Responsibilities: Scott was the Roadway Lead for alternative studies and conceptual schematics for the reconstruction/capacity improvements to five miles (west of Circle Drive to Joe Tanner Lane) of rural 4-lane highway. Numerous alternatives were developed including various combinations of managed mainlanes, continuous and non-continuous frontage roads, addition of direct connectors at SH 71, and options using indirect left turn and continuous flow tee innovative intersections. Scott was also the schematic design project engineer for the original schematics to convert 17 miles of SH 71/US 290 (Ben White Boulevard) from RM 1826 to FM 973 to the current controlled-access freeway facility.

7 | US 83, JUNCTION TO MENARD

Kimble and Menard Counties, Texas

Client: TxDOT San Angelo // Completed: 2008 // Cost: $95 M // Characteristics: Rural 4-lane Divided Roadway // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge

Roles & Responsibilities: Scott was the Roadway Lead and Project Manager for route studies, environmental studies, drainage analysis, design schematics, and ROW maps for the conversion of 29 miles of an existing 2-lane roadway to a 4-lane divided trunk system facility. Project required creative geometry design to fit the facility through the rugged terrain while minimizing environmental impacts, including endangered songbird species habitat. Complete design cross-section development including for all construction phases was performed to set ROW needs. Improvements to the IH 10 interchange were also included. PS&E was then developed for the 6.4-mile section from north of IH 10 in Junction.

8 | IH 35 AND WALTERS STREET

San Antonio, Texas

Client: TxDOT San Antonio District // Completed: 2008 // Cost: $20M // Characteristics: Control of Access High Speed Roadway, 6-lane Divided Roadway // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, Schematic, ROW Identification, Traffic Studies, Public Involvement, Bridge

Roles & Responsibilities: Scott was the Roadway Lead and Project Manager for alternative analysis, environmental studies and the preparation of design schematics for frontage road, ramp and mainlane lane balance improvements for two miles of IH 35. Project included the preparation of separate schematics depicting the reconstruction of 1.5 miles of Walters Street to a 6-lane divided facility with bike lanes to serve as a new main entrance to Fort Sam Houston.

9 | FM 521 AND FM 2234

Harris County, Texas

Client: TxDOT Houston // Completed: 2015 // Cost: $25M // Characteristics: Urban 4-lane to 6-lane Divided Roadway // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, ROW Identification, Traffic Studies, Public Involvement, Bridge

Roles & Responsibilities: Scott was the Roadway Lead for environmental studies, alternative studies, and the preparation of design schematics for two railroad grade separations and two miles of 4-lane and 6-lane divided urban facility along FM 521 and one mile of 6-lane divided urban section along FM 2234. Multiple bridge layouts and structure types were evaluated to provide the most cost-effective design that met railroad requirements.

ZACH RYAN, PE

ROADWAY SUPPORT
ROUND ROCK AND AUSTIN OFFICES



LJA ENGINEERING

EDUCATION

2005, BS, Civil Engineering
University of Texas at Austin

PROFESSIONAL LICENSE

2010, Professional Engineer: Texas #106276

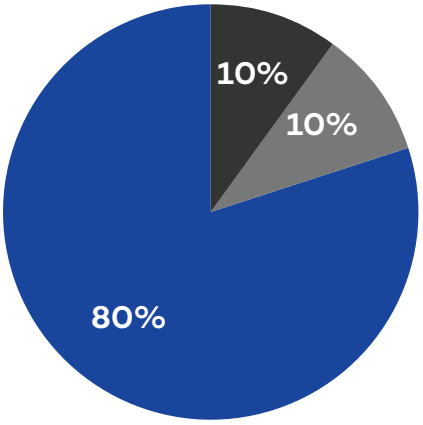
TXDOT PRECERTIFICATION

Employee Sequence No. 21710
Categories: 2.5.1, 3.2.1, 4.2.1, 4.4.1, 4.5.1, 8.1.1, 8.3.1, 9.1.1, 10.1.1, 10.2.1, 10.3.1, 10.5.1

EXPERIENCE

Total: 15 Years // Firm: 4 Years

AVAILABILITY MAR 2021



SUMMARY OF QUALIFICATIONS

Zach brings 15 years of Central Texas Roadway Design experience to the LJA Team. Zach has led the roadway design effort for numerous projects throughout Central Texas. He has experience working with Williamson County on significant projects as well as for TxDOT, Hays County, Travis County and local Cities such as Round Rock, Leander, Cedar Park and Georgetown. In addition to being technically capable, Zach brings a creative problem solving mentality to roadway design which benefits clients by navigating around the issues that arise during a design. Finally, the trait that sets Zach apart from other roadway designers is his experience in other aspects of roadway project development. His knowledge of drainage, TCP, environmental issues allows him to direct the roadway design in a proactive manner to avoid issues which could delay the project.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME						
TASKS	1	2	3	4	5	6	7
Controlled Access Facility				•	•	•	
Added Capacity	•	•				•	•
Interim/Ultimate	•	•	•	•		•	•
Schematic	•	•	•		•	•	•
PS&E	•	•	•	•	•	•	•
ROW Identification	•	•	•		•		•
Traffic Studies	•	•	•	•			
Public Involvement	•	•			•	•	
Edward's Aquifer Protection Zone	•						
FEMA Streams	•	•					
Bridge	•	•		•			
Located in Williamson County	•						

1 | NORTH MAYS EXTENSION
Williamson County, Texas

Client: Williamson County // Completed: 2018 // Cost: $14M // Characteristics: Urban Ultimate 4-lane, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Zach is serving as the Schematic and PS&E Roadway Task Lead for this 1-mile new location 4-lane divided arterial roadway in Round Rock. The project included a schematic and PS&E development. Zach worked closely with the Williamson County GEC during the project development. A unique feature of this project was the creation of both an interim and ultimate facility. The County desired to only construct two of the four lanes and the City of Round Rock would eventually construct the remaining lanes when traffic demands increased. Zach ensured that the interim facility minimized throw away construction and also ensured that the second phase could be constructed safely without disruption to the existing traffic. During the schematic phase Zach ran multiple analyses to optimize ROW requirements by evaluating ditch designs, earth embankment near the 1,200' bridge, retaining walls and slope paving. Zach ensured that the roadway design met County roadway criteria while also considering City criteria since the City would be the long term owner. Zach accounted for future development driveways by evaluating sight distance, left turn lanes and ditch grading. The County was not constructing a shared use path in the interim phase but Zach ensured there was a berm behind the curb so that a path could be constructed and graded all intersection and driveway crossings to meet ADA criteria.

2 | DACY LANE
Hays County, Texas

Client: Hays County // Completed: Construction Ongoing // Cost: $12M // Characteristics: Urban 5-lane and Rural 3-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge

Roles & Responsibilities: Zach is currently the Project Manager and Roadway PS&E Lead for this 3.5-mile reconstruction and new location roadway expansion project in Hays County. Dacy Lane is an existing 2-lane rural roadway that included sharp horizontal curves and no shoulders which presented significant safety issues and frequent roadway flooding. Zach and his team discovered flaws in a previously completed schematic that presented safety issues and revised the schematic using an innovative approach. He utilized the AASHTO criteria manual, traffic study as well as the County desired goals and proposed to split the roadway to an urban and rural section so that the roadway could safety fit in the existing ROW. The complicated project also involved a robust TCP plan that Zach and his team detailed in three phases with multiple steps each. The crisscrossing existing and proposed alignments produced many challenges in the detailing of the TCP. Zach and his team prepared a clear and direct set of plans that will be easily constructible when the project goes to construction in 2020.

3 | FM 1626 SEGMENT A
Hays County, Texas
Client: Hays County // Completed: Under Construction // Cost: NA // Characteristics: 4-lane Divided Arterial // Relevance: Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies

Roles & Responsibilities: Zach was the Schematic and PS&E Roadway Task leader for this 3.5-mile reconstruction and expansion project. The roadway design had unique characteristics due to the varying typical section. The southern end of the project was a 5-lane rural roadway, the middle was a 4-lane divided and undivided section and the northern end was a 5-lane urban roadway. The roadway had super elevation in some sections due to a constrained right of way. There were unique access issues associated with the quarry located on both sides of the corridor. Zach also designed the alignment around the existing roadway to help reduce the Traffic Control requirements and increase the safety during construction. Zach met with the property owner to understand the access requirements for the quarry vehicles. A single haul road under the existing bridge and an at-grade crossing on FM 1626 were replaced with a double haul road under a large bridge structure. Additionally, the constrained ROW required a very detailed analysis of the roadway profile and how it interacted with the ditch construction. Zach worked closely with the Cross Section Task leader (Alan McCarthy) to ensure the design was contained within the ROW.

4 | IH 40 RECONSTRUCTION
Amarillo, Texas
Client: TxDOT // Completed: Under Construction // Cost: $89M // Characteristics: Controlled Access Facility // Relevance: Controlled Access Facility, Interim/Ultimate Design, PS&E, Traffic Studies, Bridge

Roles & Responsibilities: Zach served as the PS&E Roadway Task Leader on this 2.2-mile 6-lane Interstate reconstruction project. This project was unique because when Zach and his team took over the design the PS&E plans were at approximately 30%. TxDOT had done the project in house but had become very behind schedule and needed assistance to meet a set letting date. The project was located in a dense urban setting and had three existing grade separations that need replaced to achieve desirable vertical clearances. Zach and his team immediately evaluated what had been done to determine if there were any fatal flaws. His review found numerous errors with the weaving distances and his collaborative effort with the Drainage Task Lead found some necessary culvert improvements that would affect a critical entrance ramp. Zach oversaw the redesign of the ramp layouts and auxiliary lanes which included a revision to the IAJR and FHWA approval. Zach then worked closely with the Bridge Task Leader, Wall Task Leader and Traffic Control Leader to develop a quality set of PS&E plans.

5 | RAYFORD ROAD
Woodlands, Texas
Client: Montgomery County // Completed: 2015 // Cost: $35M // Characteristics: Controlled Access Facility // Relevance: Controlled Access Facility, Schematic, PS&E, ROW Identification, Public Involvement

Roles & Responsibilities: Zach served as the Deputy Project Manager and Schematic Roadway Task Leader on this complicated 3.2-mile reconstruction and expansion project for Montgomery County. The existing 4-lane roadway was to be expanded to a 6-lane. The project included numerous challenging aspects including an at-grade rail crossing that was changing to a grade separation, access issues near the RR and significant utility crossings (large petroleum lines) that affected the profile. Additionally, multiple

horizontal curves that did meet criteria but already had ROW set aside by a large development so acquiring additional ROW would mean purchasing homes. To resolve these issues Zach and his team developed multiple alternatives at each of these critical areas. Prudent financial management limited the alternative analysis to the critical areas, a full alternative analysis was not done when the expansion was typical. Zach and his team developed various alignments, typical sections and profiles to examine impacts to cost, land owners, access and design speeds. Zach developed exhibits for various alignments, profiles and access management that were clear and reviewable by the County Engineering Staff as well as useful in public involvement meetings. Zach and his team developed a Railroad Exhibit A.

6 | IH 10 WB FRONTAGE ROAD, ML WIDENING AND EXIT RAMP
Boerne, Texas

Client: City of Boerne // Completed: Construction 2017 // Cost: $6M // Characteristics: Controlled Access Facility // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, Schematic, PS&E, Public Involvement

Roles & Responsibilities: Zach served as the Deputy Project Manager, Schematic, PS&E, and Roadway Task Lead for this 1.6-mile new location 3-lane frontage road, IH10 mainlane widening and exit ramp project. Zach's client for this project was the City of Boerne but TxDOT had complete control of the plans. The schematic required FHWA approval and an IAJR. The schematic established control of access along the new frontage road which required extensive public involvement, both following the TxDOT NEPA process and informal individual property owner coordination. The project contained retaining walls and Zach evaluated locations to meet clear zone requirements. A shared use path was designed for the entire length of the frontage road. Zach developed horizontal alignments and profiles for the main lanes, frontage road and ramps using Geopak. Zach helped prepare individual property exhibits and coordinated with future development for driveway locations. Setting the frontage road alignment and ramp location required a lot of analysis due to the significant elevation changes and sight distance challenges. Zach worked diligently with the Cross Section Designer to develop the most efficient design given the topographic and property access constraints to ensure weaving distance and sight distance were maintained. Additionally, TxDOT had high level plans to expand IH 10 in this high growth area and Zach ensured the project would coincide with the future improvements.

7 | HERFF ROAD
Boerne, Texas

Client: Kendall County // Completed: 2015 // Cost: $8M // Characteristics: Route Study, Access Issues, Utility Conflicts, Public Involvement // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification

Roles & Responsibilities: Zach served as the Project Manager, Schematic, PS&E, and Roadway Task Lead for this 1.4-mile reconstruction and new location project of a 2-lane rural roadway to a 4-lane urban/rural arterial. The project was the biggest that Kendall County had ever funded and was highly visible for the County. Zach and his team developed multiple alignments during the route study phase. The project had multiple options to terminate the new location roadway that had significant development implications depending on the route. Zach worked closely with the County, the land owners and provided insight on the pros and cons of various routes so the County could make a final decision. Once the route was established, a full schematic was developed and ROW was purchased based on the schematic design. Zach and his team developed detailed cross sections during the schematic phase so that the County could proceed with confidence during ROW acquisition. Late during the PS&E phase a gas line was discovered in the location of a significant ditch. Zach and his team modified the profile and the alignment to shift the low point of the ditch away from the utility.

DEREK BOHLS, PE, CFM

DRAINAGE LEAD
ROUND ROCK OFFICE



LJA ENGINEERING

EDUCATION

2004, BS, Civil Engineering
University of Texas at Austin

PROFESSIONAL LICENSE

2009, Professional Engineer: Texas #103424

2014, Certified Floodplain Manager: #2671-14N

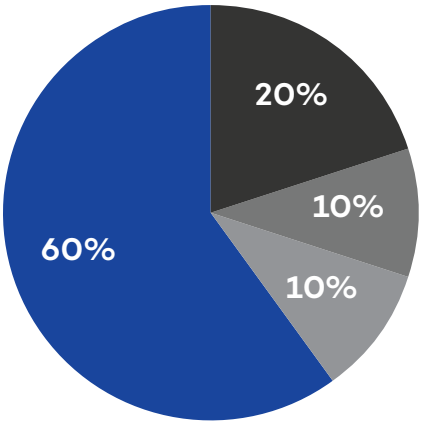
TXDOT PRECERTIFICATION

Employee Sequence No. 18360
Categories: 2.5.1, 10.1.1, 10.2.1, 10.3.1, 10.5.1, 10.7.1

EXPERIENCE

Total: 16 Years // Firm: 8 Years

AVAILABILITY MAR 2021



SUMMARY OF QUALIFICATIONS

Derek has 16 years of H & H design experience on transportation projects across the state of Texas. His responsibilities include schematic development and design, PS&E, rural and urban drainage design, water quality regulations and permitting, floodplain analysis, scour analysis, water quality BMP design, impact analysis, storm sewer design, culvert design, erosion control plans, energy dissipater design, and hydrologic modeling for projects. Derek has been involved in large projects such as the MoPac Improvement Project, North Tarrant Expressway, and US 281; as well as many traditional PS&E projects such as New Hope Drive (two phases), North Mays Street, and Weiss Lane. Derek is proficient with Microstation, GeoPak, HEC-RAS, HEC HMS, XP SWMM, ArcGIS, and HY-8.

COMPARABLE EXPERIENCE MATRIX

TASKS	PROJECTS IN RESUME 1	2	3	4	5	6	7	8	9
Controlled Access Facility			•						
Added Capacity			•	•	•	•	•		•
Interim/Ultimate	•	•	•	•	•	•	•	•	•
Schematic				•	•	•	•		•
PS&E	•	•	•	•	•		•		•
ROW Identification	•			•	•	•	•	•	•
Traffic Studies	•	•		•	•	•	•		•
Public Involvement	•	•		•	•	•	•		•
Edward's Aquifer Protection Zone	•	•	•	•	•				
FEMA Streams	•	•	•	•	•		•	•	•
Bridge	•		•	•	•				•
Located in Williamson County	•	•		•	•		•	•	

1 | LIBERTY HILL BYPASS
Williamson County, Texas

Client: Williamson County // Completed: Ongoing // Cost: $7.5M // Characteristics: New Location Frontage Road // Relevance: Interim/Ultimate Design, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Derek was the Project Manager for new construction of 1.3 miles of 2-lane rural roadway from FM 1869 to FM 279. The corridor is the interim phase that will serve as a frontage road of a future controlled access highway with main lanes and frontage roads. Derek coordinated the design of all aspects of the project including roadway, drainage, bridge, water quality, detention, ROW determination, Survey, Geotechnical, traffic, and public involvement components. The project was delivered on time under an aggressive design schedule of seven months from NTP to 100% plans. During environmental investigations, a large stock pond was discovered to be jurisdictional waters of the US. Derek and his team navigated this challenge by quickly switching to a bridge solution without any affects on the project schedule.

2 | SOUTHWEST BYPASS
Williamson County, Texas

Client: Williamson County // Completed: Ongoing // Cost: $2.5M // Characteristics: New Location Frontage Road // Relevance: Interim/Ultimate Design, PS&E, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Located in Williamson County

Roles & Responsibilities: Derek was the project manager for new construction of 0.5 miles of 2-lane rural roadway from SH 29 to Wolf Ranch Parkway in Georgetown, Texas. The corridor is the interim phase that will serve as a frontage road of a future controlled access highway with main lanes and frontage roads. Derek coordinated the design of all aspects of the project including roadway, drainage, bridge, water quality, detention, Survey, Geotechnical, traffic, and public involvement components. The project was delivered on time under an aggressive design schedule of six months from NTP to 100% plans. The project was in the Edward's Aquifer Recharge Zone and Karst Zone 1. Several caves were discovered along the proposed roadway. All environmental commitments for the project were met and the project was delivered on time and on budget.

3 | US 281 PHASE 2
San Antonio, Texas

Client: TxDOT // Completed: 2021 (est) // Cost: $188M // Characteristics: Urban Freeway with Frontage Roads, Mainlanes, Impact/Detention Analysis, Grade Separations
Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, PS&E, Edward's Aquifer Protection Zone, FEMA Streams, Bridge

Roles & Responsibilities: As Drainage Lead, Derek successfully led the drainage on the SH 281 Phase 2 improvement project in the San Antonio District which included converting a 4-lane highway into a controlled access freeway with ramps and frontage roads. The design included cross culverts, storm sewer, roadside ditches, and outlet protection. The project also lies completely within the Edward's Aquifer Recharge and Contributing Zones. On and off-site drainage areas and hydrographs were produced to determine peak flow impacts due to the project. All increases were documented within the drainage report and detention solutions were applied in areas where the roadway was at the top of the drainage basin, or where outfalls tied into smaller downstream systems that could not handle the increased peak flows.

Outlet velocities were minimized to reduce susceptibility to scour and erosion. All design was confirmed to meet all Environmental commitments.

4 | NEW HOPE DRIVE PHASE I
Cedar Park, Texas

Client: City of Cedar Park // Completed: 2019 // Cost: $8M // Characteristics: Urban 4-lane Divided, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Derek was the Drainage Lead and Project Manager of schematic and PS&E development for a new construction 4-lane divided urban roadway in Cedar Park, Texas from Cottonwood Creek Trail to Ronald Reagan Boulevard (Phase 1), and from Ronald Reagan Boulevard to CR 175 (Phase 2). Derek coordinated the design of all aspects of the project including roadway, drainage, bridge, water quality, detention, retaining walls, ROW acquisition, Survey, Geotechnical, traffic, ADA, and public involvement components. Phase 1 of the project was design and constructed on time and under budget while Phase 2 of the project is currently under environmental review at TxDOT.

5 | NORTH MAYS EXTENSION
Williamson County, Texas

Client: Williamson County // Completed: 2018 // Cost: $14M // Characteristics: Urban Ultimate 4-lane, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Derek was the Drainage Lead and Water Quality Lead for a new construction roadway in Round Rock, Texas. Derek performed floodplain analysis on a FEMA crossings using HEC-RAS and HEC-HMS; coordinated with the Upper Brushy Creek Water Control & Improvement District regarding development in the designated inundation easement behind Dam #11. Proposed bridge geometry design; drainage design for PS&E including storm sewer, ditch and cross culvert design using Geopak Drainage, HY-8; and water quality design. Prepared Water Pollution Abatement Plan to be submitted to TCEQ for approval.

6 | NORTH-SOUTH CONNECTOR
New Braunfels, Texas

Client: City of New Braunfels // Completed: 2018 // Cost: $3.2M // Characteristics: Interim 2-lane Arterial, Ultimate 4-lane Divided Arterial, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, ROW Identification, Traffic Studies, Public Involvement

Roles & Responsibilities: Derek was the Drainage Lead and Project Manager of schematic development for a new construction 4-lane divided urban roadway in New Braunfels, Texas from Alves Lane to IH 35. Derek coordinated the design of all aspects of the project including roadway, drainage, water quality, detention, ROW needs, Survey, traffic, ADA, and public involvement components. The project set the proposed limits of construction of the ultimate 4-lane road and interim 2-lane alternative in order to identify proposed ROW.

7 | RED BUD LANE
Round Rock, Texas
Client: City of Round Rock // Completed: Ongoing // Cost: $15M // Characteristics: Roadway Widening to 5-lane Urban // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Located in Williamson County
Roles & Responsibilities: Derek was the Drainage Lead and Project Manager of schematic and PS&E development for a reconstruction/widening of a proposed 5-lane urban roadway in Round Rock, Texas from Forest Ridge Boulevard to Gattis School Road. Derek coordinated the design of all aspects of the project including roadway, drainage, water quality, detention, retaining walls, ROW acquisition, survey, geotechnical, traffic, SUE, ADA, and public involvement components.

8 | MEADOWS AREA DRAINAGE STUDY
Round Rock, Texas
Client: City of Round Rock // Year Completed: Analysis 2018 // Construction Cost: NA Characteristics: 2-D Flood Modeling, Preliminary Engineering, 2-D Drainage Analysis, Impact/Detention Analysis // Relevance: Interim/Ultimate Design, ROW Identification, FEMA Streams, Located in Williamson County
Roles & Responsibilities: Derek was the Drainage Lead and Project Manager on a comprehensive drainage study of both the Meadows and Greater Round Rock West subdivision area in Round Rock, Texas. Study included 2D hydrologic and hydraulic analysis of a 200-acre developed area with multiple locations of historic flooding issues. Developed an existing 2D model detailing land use, infiltration, and 1D existing conveyance features, and applying rain on grid inflow methodology. Calibrated the model with existing rainfall data from a 2015 event, and captured video footage of flooding within the area during the same event. Created inundation map of entire area, highlighted structures within the study area with anticipated inundation. Developed potential solutions to reduce flooding within the areas and modeled in 2D to create a proposed inundation map. Estimated costs of each improvement including storm sewer improvements, grading, utility relocation, traffic control, and ROW/easements.

9 | WEISS LANE
Pflugerville, Texas
Client: City of Pflugerville // Completed: 2016 // Cost: $18M // Characteristics: Urban/Rural 4-lane Divided, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge
Roles & Responsibilities: Derek was the Drainage Lead for three miles of roadway improvements in Pflugerville, Texas. Derek performed floodplain analysis on three FEMA stream crossings with new bridge locations using HEC-RAS and HEC-HMS; coordinated with the local floodplain administrator. Proposed bridge geometry design; drainage design for PS&E including storm sewer, ditch and cross culvert design using GEOPAK Drainage, and HY-8.

RILEY SLADEK, PE

DRAINAGE SUPPORT
ROUND ROCK OFFICE



LJA ENGINEERING

EDUCATION

2006, BS, Civil Engineering
Texas A&M University

PROFESSIONAL LICENSE

2011, Professional Engineer: Texas #108887

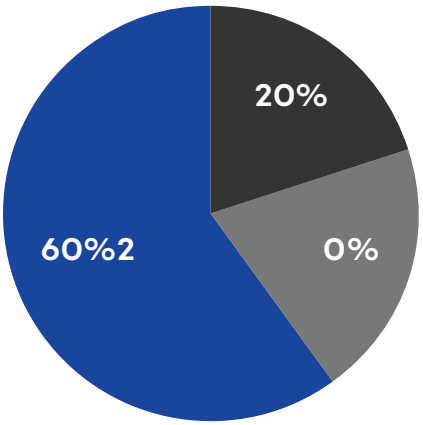
TXDOT PRECERTIFICATION

Employee Sequence No. 19961
Categories: 3.2.1, 4.2.1, 4.4.1, 7.1.1, 7.3.1, 7.4.1, 8.1.1, 8.3.1, 10.1.1, 10.2.1

EXPERIENCE

Total: 14 Years // Firm: 7 Years

AVAILABILITY MAR 2021



SUMMARY OF QUALIFICATIONS

Riley has 14 years of experience in transportation engineering and is currently serving as a project manager for LJA's Cedar Park office. His background consists of hydrology & hydraulic design, roadway design, traffic engineering, utility coordination, and design/build experience. Duties include preparation and review of civil PS&E, storm sewer design, culvert design, ditch/channel design, water quality design, impact analysis, development of drainage reports, FEMA floodplain analyses, geometric design, signing & striping, roadway cross section development, traffic control, traffic impact analyses, traffic signal warrants and design, and utility relocation management. Riley has worked for multiple TxDOT districts, Texas counties, toll authorities, private companies, and local municipalities all over the state.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME									
TASKS	1	2	3	4	5	6	7	8	9	10
Controlled Access Facility							•			
Added Capacity	•	•	•	•		•	•	•		•
Interim/Ultimate	•		•	•		•	•	•		
Schematic	•	•	•			•		•		•
PS&E	•	•	•	•	•	•	•	•	•	•
ROW Identification	•	•						•		
Traffic Studies	•							•		
Public Involvement	•	•								
Edward's Aquifer Protection Zone		•	•				•			
FEMA Streams	•	•		•	•	•	•	•	•	•
Bridge	•			•	•		•	•		
Located in Williamson County		•	•							

1 | HODDE LANE
Pflugerville, Texas
Client: Travis County // Completed: 2019 // Cost: $5.4M // Characteristics: Interim 2-lane Arterial, Ultimate 4-lane Divided Arterial // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge
Roles & Responsibilities: Riley was Drainage Lead and Project Manager for a safety improvement project to realign an existing rural roadway, Hodde Lane. Riley led a team that developed a preliminary engineering report and designed a 4-lane divided arterial urban section for Travis County, which included improving the existing roadway alignment, intersection improvements, and eliminating floodplain issues. Riley analyzed one proposed bridge and one culvert crossing to determine impacts to the surrounding area. Proposed storm sewer and ditches were designed for interim conditions while incorporating the ultimate design. Additionally, Riley provided cost estimates for a preliminary engineering phase as well as each PS&E submittal.

2 | NEW HOPE DRIVE EXTENSION PHASE I
Cedar Park, Texas
Client: City of Cedar Park // Completed: 2019 // Cost: $8M // Characteristics: Urban 4-lane Divided Relevance: Added Capacity, Schematic, PS&E, ROW Identification, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Located in Williamson County
Roles & Responsibilities: Riley served as a Drainage Engineer for a new construction 4-lane divided urban roadway in Cedar Park, Texas. Project consisted of 3 major culvert crossings, closed storm sewer, and roadside ditches. Riley's preliminary analysis during the schematic phase included a preliminary report on culvert sizing/grading requirements and detention and water quality needs in order to set the necessary proposed ROW. Riley designed ditches and storm sewer systems to convey flows from the project to the receiving stream Designed permanent best management practices and submitted a Contributing Zone Plan to TCEQ for approval prior to construction activities. Riley also developed a cost estimate for drainage design to incorporate into the overall project cost estimate.

3 | ANDERSON MILL ROAD
Cedar Park, Texas
Client: City of Cedar Park // Completed: 2018 // Cost: $7M // Characteristics: Ultimate 4-lane Divided // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, Edward's Aquifer Protection Zone, Located in Williamson County
Roles & Responsibilities: As the Drainage Lead, Riley led a team which developed drainage design for segments of roadway widening and roadway realignment. Storm sewer, culvert, and ditch design were performed for the extent of the project. The project included schematic and PS&E phases. The team performed hydrologic and hydraulic calculations for existing and proposed conditions. Riley also coordinated with TCEQ to acquire WPAP approval for the project. Additionally, Riley provided cost estimates for interim and ultimate scenarios. The interim project was scoped based on these cost estimates to fit within the client's budget.

4 | STATE LOOP 480
Eagle Pass, Texas
Client: TxDOT // Completed: Ongoing // Cost: $70M // Characteristics: Rural Ultimate 4-lane Divided // Relevance: Added Capacity, Interim/Ultimate Design, PS&E, FEMA Streams, Bridge
Roles & Responsibilities: Riley served as Drainage Lead for a new location 2-lane interim controlled access roadway. Riley developed a comprehensive drainage study and performed drainage design for the 6.5-mile loop around Eagle Pass. The drainage design consisted of the hydrologic and hydraulic design for 20 cross culverts, 5 of which are Bridge Class, one FEMA crossing (Elm Creek), one irrigation canal crossing, scour analysis, coordination with the Local FEMA Flood Plain Administrator, storm sewer and approximately 20 miles of ditch design. Riley provided a drainage cost estimate to be included in the overall project Cost estimate.

5 | US HIGHWAY 290, FROM PAIGE TO GIDDINGS
Bastrop and Lee Counties, Texas
Client: TxDOT Austin // Completed: Ongoing // Cost: $40M // Characteristics: Rural 4-lane Divided, Shoulders // Relevance: PS&E, FEMA Streams, Bridge
Roles & Responsibilities: As Drainage Lead, Riley delineated drainage areas and peak flows for schematic and PS&E phases of a 10-mile widening project. Twenty-five culverts were analyzed, extended, or replaced based off the design year peak flows. One FEMA crossing was studied and improved to meet all design requirements. Ditch and storm sewer design were performed for the project limits. An overall drainage report was created to demonstrate the impacts of the project to the surrounding area. Riley also developed a cost estimate for drainage design to incorporate into the overall project cost estimate.

6 | FM 110 NORTH
Hays County, Texas
Client: Hays County // Completed: Ongoing // Cost: $32M // Characteristics: Rural Ultimate 4-lane Divided, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, FEMA Streams
Roles & Responsibilities: As Drainage Lead, Riley developed hydrology for six miles of a new location 2-lane rural highway in Hays County. He designed 15 culverts, multiple ditches, and storm sewer throughout project limits. Riley also developed a cost estimate for drainage design.

7 | MOPAC IMPROVEMENT PROJECT
Austin, Texas
Client: Central Texas Regional Mobility Authority // Completed: 2018 // Cost: $200M
Characteristics: Control of Access High Speed Roadway // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, PS&E, Edward's Aquifer Protection Zone, FEMA Streams, Bridge
Roles & Responsibilities: As Drainage Engineer, Riley created existing and proposed drainage areas for the 11-mile DB corridor improvement project. He modeled and analyzed existing and proposed drainage systems in Geopak Drainage, and evaluated data for overall project impact analysis. Riley designed proposed storm sewer, ditches, and culverts for the length of the project.

8 | SL 195
Roma, Texas
Client: TxDOT // Completed: Ongoing // Cost: $150M // Characteristics: 4-lane Divided
Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, FEMA Streams, Bridge
Roles & Responsibilities: Riley is currently Drainage Lead for PS&E production of SL 195 from Rio Grande City to Roma, Texas. A 17.25-mile new location, 4-lane divided roadway from FM 755 north of Rio Grande City to US 83 north of Roma. The typical section consists of 2' -12' lanes with 10' outside shoulders and 4' inside shoulders. The existing rural land topography is characterized by sections of rolling terrain and includes 27 bridges and six floodplain crossings. H & H calculations were performed for existing and proposed conditions of each crossing. Proposed culverts, storm sewer, and ditches were designed for interim conditions while incorporating the ultimate design.

9 | FM 27
Freestone County, Texas
Client: TxDOT // Completed: 2019 // Cost: $18.2M // Characteristics: 2-lane Rural
Relevance: PS&E, FEMA Streams
Roles & Responsibilities: Riley was Drainage Lead and Project Manager for a 16.27 mile safety improvement project that consisted of widening and rehabilitating an existing road in Freestone County. PS&E was developed for 51 culvert crossings that were extended and/or replaced and analyzed for existing and proposed conditions. Ditches were designed for the entire 16 mile project limits. SUE was provided throughout the corridor for culvert design to avoid utility conflicts throughout the project.

10 | FM 969
Travis County, Texas
Client: Travis County // Completed: 2018 // Cost: $11.1M // Characteristics: 5-lane Rural
Relevance: Added Capacity, Schematic, PS&E, FEMA Streams
Roles & Responsibilities: Riley served as Drainage Lead for the FM 969 Phase 1 roadway project (Decker Lane to FM 973). The project was a Travis County 2-mile conversion of an existing 4-lane (no shoulder) rural to a 5-lane (with shoulders) rural roadway and sidewalks within existing 100' ROW. Riley developed hydrologic calculations and performed a floodplain analysis for a FEMA bridge-class culvert crossing along FM 969. HEC-RAS models were created for existing and proposed conditions and a hydraulic analysis was completed. Scour potential, velocities, and sediment transport were investigated. All findings were compiled into a floodplain analysis report.

DACIO MARIN III, PE

STRUCTURES LEAD
AUSTIN OFFICE



LJA ENGINEERING

EDUCATION

1984, BS, Civil Engineering (Structural Emphasis), Texas A&M University

PROFESSIONAL LICENSE

1989, Professional Engineer: Texas #65549

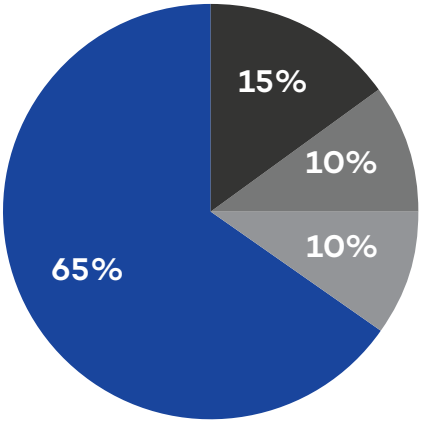
TXDOT PRECERTIFICATION

Employee Sequence No. 24077
Categories: 5.2.1, 5.3.1

EXPERIENCE

Total: 36 Years // Firm: 4 Years

AVAILABILITY MAR 2021



- LP 1604
- Borderland Expressway
- LP 390/IH 369
- Availability

SUMMARY OF QUALIFICATIONS

Dacio brings over 36 years of diverse bridge design experience. His background includes more than 18 years of bridge design and PS&E development plus 14 years of leading design teams consisting of engineers and CADD designers of various skill levels in developing PS&E plans at the Texas Department of Transportation – Bridge Division (TxDOT-BRG). In addition, for the last four years, Dacio has led the Structural Department for LJA Engineering in addition to personally leading a design team.

Dacio has developed expertise in bridge design varying in complexity from simple bridge designs to moderately complex to multi-level urban interchanges. In addition to developing PS&E, he spent a portion of this TxDOT-BRG career developing special designs for unique structural problems as part of the Special Projects team. His experience includes working on projects in Williamson, Travis and Hays Counties.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME									
TASKS	1	2	3	4	5	6	7	8	9	10
Controlled Access Facility					•	•	•	•	•	•
Added Capacity		•	•		•	•	•	•	•	•
Interim/Ultimate	•				•	•	•	•		
Schematic	•	•				•			•	
PS&E	•	•	•	•	•	•	•	•	•	•
ROW Identification										
Traffic Studies										
Public Involvement									•	
Edward's Aquifer Protection Zone										
FEMA Streams	•		•	•						
Bridge	•	•	•	•	•	•	•	•	•	•
Located in Williamson County	•									

1 | NORTH MAYS EXTENSION
Williamson County, Texas
Client: Williamson County // Completed: 2018 // Cost: $14M // Characteristics: Urban Ultimate 4-lane, Interim 2-lane // Relevance: Interim/Ultimate Design, Schematic, PS&E, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Dacio was the Structures Lead for the 1-mile of a new location. north-south by-pass of IH 35 roadway in Round Rock. Ultimate 4-lane urban, interim 2-lane urban project included crossing Chandler Branch, FEMA designated floodplain and an Upper Brushy Creek WCID Inundation Easement behind Dam #11, storm sewer design, and proposed cross culverts, relocation of a detention facility. During schematic design, he was responsible for determining an optimized bridge length and bridge type. He provided technical guidance during PS&E development

2 | WEISS LANE
Pflugerville, Texas
Client: City of Pflugerville // Completed: Design 2016 // Cost: $18M // Characteristics: Urban/Rural 4-lane Divided // Relevance: Added Capacity, Schematic, PS&E, Bridge
Roles & Responsibilities: Dacio was the Structures Lead for over three miles of reconstruction plans along Weiss Lane. Project consists of the schematic and PS&E plans to convert the existing 2-lane rural roadway to a 2-lane rural that transitions to a 4-lane urban divided. Dacio performed a design study to determine the optimum bridge type and length and to meet the desired roadway operations.

3 | OSR AT PEDERNALES RIVER
Gillespie County, Texas
Client: TxDOT Austin District // Completed: 2013 // Cost: $2.2M // Characteristics: Replacing Low Water Crossings // Relevance: Added Capacity, PS&E, FEMA Streams, Bridge
Roles & Responsibilities: Dacio was the Structures Lead and Project Manager for PS&E development of four county road bridges. The projects included PS&E preparation and FEMA stream crossings.

4 | BLANCO RIVER BRIDGE
Wimberley, Texas
Client: TxDOT Austin District // Completed: 2015 // Cost: $250,000
Characteristics: Emergency Services Following Flooding // Relevance: PS&E, FEMA Streams, Bridge
Roles & Responsibilities: Dacio was the Structures Lead and led the development of bridge repair plans sheets for this structure in Wimberley, Texas that was damaged during the May 2015 Memorial Day floods. Dacio analyzed the damaged to the bridge to determine if it could be opened prior to completing permanent repairs in addition to preparing bridge repair details. This work was accomplished in three days.

5 | US 190 RECONSTRUCTION
Temple, Texas
Client: TxDOT Waco District // Completed: 2002 // Cost: $12.3M
Characteristics: New Bridges and Widening Existing // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, PS&E, Bridge
Roles & Responsibilities: Dacio was the Structures Lead responsible for managing the structural design team for this project with eight bridges. Included new bridges, the widening of existing bridges and the repair of bridges that were to remain. The bridges that were most visible to the traveling public incorporated aesthetic details developed by my design team and approved by the Waco District Landscape Architect and the District Engineer.

6 | IH 610 AND US 59 INTERCHANGE
Houston, Texas
Client: TxDOT Houston District // Completed: 2017 // Cost: $258.8M
Characteristics: Multi-level Urban Interchange // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, Schematic, PS&E, Bridge
Roles & Responsibilities: Dacio was the Structures Lead for the PS&E development of this interchange. The project included two main-lane structures, one direct connector, one bridge ramp, and one bridge widening. PS&E of the reconstruction and widening of an existing freeway included rehabilitated frontage roads, three reconstructed diamond interchanges, and a reconstructed direct connect INT at IH 10. The project was part of the combined IH 610/IH 10 Interchange reconstruction project, which included plans developed by an adjacent section design engineer responsible for the IH 10 portion of the mainlanes and INT. Dacio also coordinated design activities with two adjacent section design engineers. Unique features of the project included the incorporation of multiple aesthetic schemes from the Green Ribbon Program and Uptown Houston District, and the accommodation of the future METRO light rail line through innovative bridge foundations and retaining walls design.

7 | IH 10, NECHES RIVER BRIDGE
Beaumont, Texas
Client: TxDOT Beaumont District // Completed: 2011 // Cost: $22M
Characteristics: Replacement of Existing Structure // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, PS&E, Bridge
Roles & Responsibilities: As the Structures Lead, Dacio provided oversight and technical guidance for this project. The project included disassembling the existing Neches River Bridge in a manner that it maintained its structural stability throughout the construction phase of the new bridge. Disassembling the existing structure required developing custom bridge removal details. The new structure is a 6,121' long bridge with a variable width (58'8" to 70'). The main spans over the navigable waterway are a three span post-tensioned segmental bridge.

8 | STATE LOOP 480
Maverick County, Eagle Pass, Texas
Client: TxDOT Laredo District // Year Completed: 2020 // Construction Cost: $70M
Characteristics: 4-lane Divided Facility // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, Schematic, PS&E, Bridge
Roles & Responsibilities: Dacio was the Structures Lead for bridge layouts and the detailed design of three creek crossings, three overpass structures, one cattle crossing, one drainage siphon and one rail-yard overpass of the Union Pacific Railroad tracks. Developed an optimized bridge design so more than 60% of the total bridge length was structurally identical and, therefore, design was sped up. The rail-yard crossing required extensive coordination with the railroad company to get approval to cross their ROW. The coordination including developing a construction sequence over the tracks to show the railroad that track closures were minimized to the extent possible. In order to speed approval by the railroad, a 3-D animation was developed and included in the documentation submitted. The animation showed the construction sequence so that it was clear to all stakeholders what will happen during construction. This new location facility is to be built in phases to match the proposed traffic projections. The first submittal includes 2-lanes of the future ultimate 4-lane divided facility.

9 | IH 10 CONNECT PROJECT
El Paso, Texas
Client: TxDOT El Paso District // Year Completed: Design 2018 // Construction Cost: $97.7M
Characteristics: Multi-level Urban Interchange // Relevance: Controlled Access Facility, Added Capacity, Schematic, PS&E, Public Involvement, Bridge
Roles & Responsibilities: Dacio was the Structures Lead for this 16-bridge project. The project reconfigured the interchange where IH 10, IH 110 and US 54 funnel traffic to and from the Bridge of the America's (BOTA) International crossing. The team included three firms doing structural engineering with LJA, under Dacio's leadership, serving as the structural lead. The project included new bridges, bridge widenings and bridge reconstructions. The new structures were designed to blend in with the existing aesthetic along IH 10 and to allow the community near the Lincoln area to add murals to the new columns just like had been done with the existing structures. Because of the complexity of the existing interchange and the requirement that traffic continue to move through the interchange, Dacio worked closely with the Traffic Control Engineers and the Geometric Design Engineers to develop a design to meet that challenge.

10 | US 69 CONNECTORS AND TURNAROUNDS
Lufkin, Texas
Client: TxDOT Lufkin District // Year Completed: 2014 // Construction Cost: $24M
Characteristics: Highway Bridges, U-Turn Bridges, Railroad Overpass, Bridge Widening
Relevance: Controlled Access Facility, Added Capacity, PS&E, Bridge
Roles & Responsibilities: As the Structures Lead, Dacio oversaw the development of the plan sheets for this eight bridge project consisting of two direct connectors, three bridge overpasses, two bridge widenings and the removal of an existing bridge that carried rail traffic. The substructure was optimized for the various unique locations including single column Inverted-T bent caps, straddle bents with standard reinforcing, straddle bents with post-tensioned bent caps and multi-column bents with standard reinforcing.

VASILIS SAMARAS, PE

STRUCTURES SUPPORT
AUSTIN OFFICE



LJA ENGINEERING

EDUCATION

2013, PhD, Civil Engineering
The University of Texas at Austin

2009, MS, Civil Engineering
The University of Texas at Austin

2007, BS, Civil Engineering
The University of Thessaly

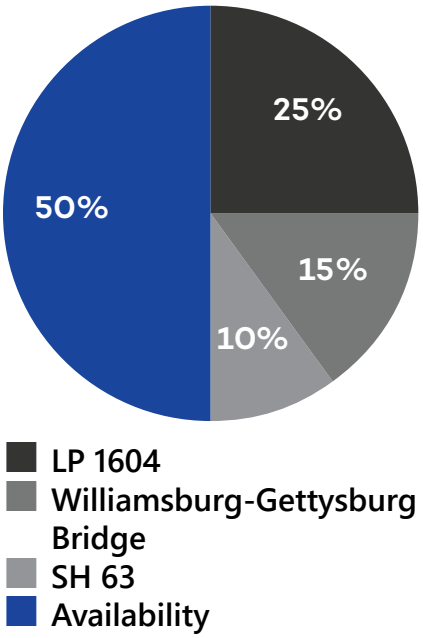
PROFESSIONAL LICENSE

2014, Professional Engineer:
Texas #119161

EXPERIENCE

Total: 9 Years // Firm: 3 Years

AVAILABILITY MAR 2021



SUMMARY OF QUALIFICATIONS

Vasilis has over nine years of diverse experience and technical knowledge in designing and rehabilitating bridges varying in complexity from simple bridge creek crossings to multi-level interchanges. Vasilis has worked on a variety of bridge projects and PS&E developments for TxDOT, HCTRA, various Counties (e.g., Williamson, Travis, Hays), various Cities (Pflugerville, Cedar Park), and municipalities.

Currently, Vasilis leads the Austin structural engineering team, which consists of engineers and CADD designers of various skill levels. At UT Austin, Vasilis was working on TxDOT funded research projects on bridges and his research findings were adopted by TxDOT Bridge Design Manual. As part of the LJA's Structures Group, Vasilis has played a key role in the successful delivery of various special emergency repair projects, such as Lynchburg Ferry Hurricane Harvey Emergency Repair that won the Silver Medal in 2020 ACEC Texas Engineering Excellence Awards.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME							
TASKS	1	2	3	4	5	6	7	8
Controlled Access Facility			•	•		•		•
Added Capacity		•	•	•		•		•
Interim/Ultimate		•					•	
Schematic	•		•	•	•	•		•
PS&E	•	•	•		•	•	•	•
ROW Identification	•	•	•	•	•	•	•	
Traffic Studies			•					
Public Involvement			•		•			
Edward's Aquifer Protection Zone								
FEMA Streams	•	•			•		•	
Bridge	•	•	•	•	•	•	•	•
Located in Williamson County	•							

1 | NEW HOPE DRIVE EAST
Cedar Park, Texas
Client: City of Cedar Park // Completed: Design TBC Fall 2020 // Cost: $26M // Characteristics: Full Street Construction, Urban 4-lane Divided Principal Arterial, Drainage and Utility Improvements, Pavement Widening, Roadway Realignment, New Bridge Design // Relevance: Schematic, PS&E, ROW Identification, FEMA Stream, Bridge, Located in Williamson County
Roles & Responsibilities: Vasilis is the Structures Lead for the 2.2-mile of new street construction along New Hope Drive and the Engineer of Record of the creek crossing bridge. The project consists of the schematic and PS&E preparation to construct an urban 4-lane divided principal arterial from Ronald Reagan Blvd to Sam Bass Road over a FEMA stream. During the schematic design, Vasilis was responsible for optimizing the bridge geometry while focusing on construction cost savings and solutions to make construction easier. During the PS&E development, he designed the 300' (3-Span Unit) Prestressed Concrete I-Girder (Tx54) bridge superstructure and substructure according to AASHTO and TxDOT Specifications. Vasilis provided technical guidance on other design tasks such as illumination pole supports on the bridge, stone riprap geometry, and bridge foundation design.

2 | HODDE LANE
Pflugerville, Texas
Client: Travis County and Pflugerville ISD // Completed: Design 2018 // Cost: $5.9M
Characteristics: Rural Interim 2-lane Undivided Principal Arterial, Removing Existing Bridge, New Bridge Design // Relevance: Added Capacity, Interim/Ultimate Design, ROW Identification, PS&E, FEMA Stream, Bridge
Roles & Responsibilities: Vasilis was the Structures Lead for the 1-mile of street improvements along Hodde Lane and the Engineer of Record of the creek crossing bridge. The project consisted of the PS&E development to realign the existing 2-lane rural roadway to an interim 2-lane rural, while taking into consideration the future ultimate design of 4-lane divided roadway. During the preliminary design stage of the project, Vasilis was responsible to determine the bridge length, bridge type, and the optimum location of interior bents so that to simplify the construction of the bridge. He provided the location of the bridge soil borings to the geotechnical engineer and reviewed the bridge foundation recommendations included in the geotechnical report. Last, he designed 360' (3-Span Unit) Prestressed Concrete I-Girder (Tx54) bridge superstructure and substructure according to AASHTO and TxDOT Specifications, as well as the project requirements to meet the desired roadway operations.

3 | IH 10 CONNECT PROJECT
El Paso, Texas
Client: TxDOT El Paso District // Completed: Design 2018 // Cost: $97.7M
Characteristics: Interchange Improvements, Urban Multi-lane Divided Highway
Relevance: Controlled Access Facility, Added Capacity, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, PS&E, Bridge
Roles & Responsibilities: Vasilis was the Structures Lead and Engineer of Record for the complete design of two out of 16 bridges. The first bridge design was a direct connector that tied to two other bridges designed by other groups. The second design was a bridge widening of an existing bridge. The project objective was to reconfigure the interchange where IH 10, IH 110 and US 54 funnel traffic to and from the Bridge of the America's (BOTA) International crossing. His bridge designs optimized the time that adjacent traffic lanes need to be closed, decreased construction complexity while maintaining the safety

of the traveling public during construction. He also ensured that his bridge designs followed the existing aesthetic details along IH 10. Based on a request from the local community, he included in his bridge design protective systems to preserve the existing murals near the Lincoln area. Due to the complexity of the existing interchange, Vasilis had to work closely with the Roadway Engineers, Survey Team, and the Geometric Design Engineers to avoid conflicts with existing utilities and properly tie to existing structures while designing the bridges according to the TxDOT standards and specifications.

4 | SH 123 UNDERPASS AT FM 110 BRIDGE CROSSING
San Marcos, Texas

Client: Hays County // Completed: Design 2019 // Cost: $5.8M // Characteristics: Construction of Overpass, Rural 4-lane Divided Highway, New Bridge Design // Relevance: Controlled Access Facility, Added Capacity, Schematic, PS&E, ROW Identification, Bridge

Roles & Responsibilities: Vasilis was the Structures Lead for the 1-mile of roadway construction along FM 110 and the Engineer of Record of the bridge that carries FM 110 over SH 123. The project consisted of the PS&E development of a 4-lane rural highway and the design of the FM 110 bridge. Vasilis selected the best bridge type and length to maintain the required 18.5' vertical clearance on SH 123, which is designated as a TxDOT Freight Corridor. His recommendations on the bridge design during the schematic phase led to change the initial twin bridges to a single bridge. This change had a great impact to decrease the overall construction cost of the project. Last, he designed the 360' (3-Span Unit) Prestressed Concrete I-Girder (Tx54) bridge superstructure and substructure according to the TxDOT standards.

5 | ROGERS ROAD BRIDGE
Montgomery County, Texas

Client: Montgomery County // Completed: Design 2020 // Cost: $2.5M
Characteristics: Realignment of Existing Roadway, Rural 2-lane Undivided Local Collector, New Construction, New Bridge Design // Relevance: Schematic, PS&E, ROW Identification, FEMA Stream, Bridge

Roles & Responsibilities: Vasilis was the Structures Lead and Engineer of Record of the creek crossing bridge that was included in the 0.7-mile of roadway improvements along Roger Road. The project consisted of the PS&E development to realign the existing 2-lane rural roadway. Vasilis was responsible for determining the bridge length, bridge type, and the optimum location of interior bents to provide the required freeboard. Vasilis completed the standard bridge design of 120' (3-Spans) Prestressed Concrete Slab Beam (Ty 4SB12) Unit according to the project requirements and TxDOT standards. He also designed the bridge foundation that consisted of drilled shafts.

6 | SH 249 AT SH 99 INTERCHANGE
Harris County, Texas

Client: HCTRA // Completed: Design 2019 // Cost: $126M // Characteristics: Construction of Four Direct Connectors, Urban Multi-lane Divided Highway, New Construction, Design New Bridges Relevance: Controlled Access Facility, Added Capacity, Schematic, PS&E, ROW Identification, Bridge

Roles & Responsibilities: Vasilis was the Structures Lead and Engineer of Record of one of the four Curved Post-Tensioned Spliced Box Girder (U96) bridges for the two direct connectors. Based on the proven record of previous successful projects, HCTRA selected LJA to take the lead in coordinating the bridge design. The project consisted of THREE different firms that needed to work closely to produce robust designs and consistent plan details. This will be the first time that Curved Post-Tensioned Spliced Box Girder bridges will

be built in Texas, and that proves that the bridge design capabilities of LJA are always on the cutting edge of bridge engineering. Vasilis designed and led the PS&E preparation of a 428.00' Curved Post-Tensioned Spliced Box Girder (U96) bridge. Since several of the design items were new for TxDOT design practice, he was part of a team that had extensive discussions with TxDOT to get their approval. He modified the precast concrete panel (PCP) standard so the Contractor can utilize PCPs on the curved bridge. This decision was instrumental to accelerate the construction time and decrease the overall cost of the project.

7 | GREGG LANE AT WILBARGER CREEK

Travis County, Texas

Client: Travis County // Completed: Design 2020 // Cost: $3.0M
Characteristics: Realignment of Existing Roadway, Rural 2-lane Undivided Minor Arterial, Roadway Improvements, New Bridge Construction // Relevance: Interim/Ultimate Design, PS&E, ROW Identification, FEMA Stream, Bridge
Roles & Responsibilities: Vasilis was the Structures Lead and Engineer of Record of the creek crossing bridge that is included in the 0.7-mile of roadway improvements along Gregg Lane. The project consists of the PS&E development to realign the existing 2-lane rural roadway to an interim 2-lane rural while taking into consideration the future ultimate design. Vasilis designed the 375' (3-Span Unit) Prestressed Concrete I-Girder (Tx54) bridge superstructure and based on the TxDOT standards. He also designed the bridge foundation that consisted of drilled shafts.

8 | IH 35 AT YS 59 INTERCHANGE

Laredo, Texas

Client: TxDOT Laredo District // Completed: Design TBC Spring 2020 // Cost: $32M
Characteristics: Construction of Two Direct Connectors, Urban Multi-lane Divided Highway, Construction of Roadway and Retaining Walls, Design New Bridges // Relevance: Controlled Access Facility, Added Capacity, Schematic, PS&E, Bridge
Roles & Responsibilities: Vasilis is the Structures Lead and Engineer of Record for the complete design of one of the two direct connectors. Vasilis is responsible for designing and prepare the PS&E package of a 2,780' direct connector. This direct connector consists of two steel plate girder units (778' and 663'), and four prestressed concrete I-girder units. During the preliminary design stage (schematic), he recommended the use of precast elements to accelerate the bridge construction and decrease the overall construction cost through bridge element repeatability.

STEPHEN VAN KAMPEN-LEWIS

ENVIRONMENTAL LEAD
AUSTIN OFFICE

SWCA

EDUCATION

MBA, University of Hawaii at Manoa

BA, Marine Science, University of Hawaii at Hilo

PERMITS

Section 10(A)(1)(a) permit (TE800611-1)

WTI Wetland Delineator, 2012

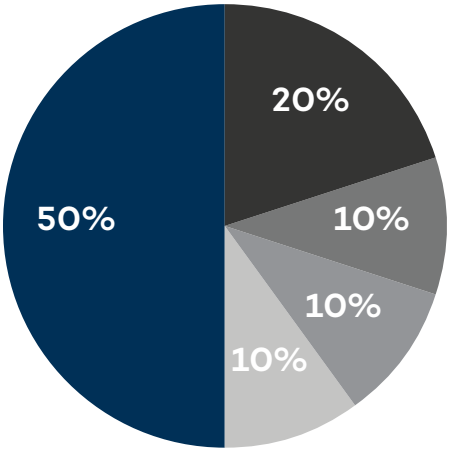
TXDOT PRECERTIFICATION

2.3.1 (Wetland delineation), 2.4.2 (Clean Water Act Sec. 404 Permits)

EXPERIENCE

Total: 12 Years / Firm: 7 Years

AVAILABILITY MAR 2021



- Wilco Road Bond (2019)
- Wilco Road Bond (2013)
- Wilco Conservation Foundation
- Various Assignments
- Availability

SUMMARY OF QUALIFICATIONS

Stephen has over 12 years of experience in natural resources services, business, and project management. His expertise includes Endangered Species Act and Clean Water Act compliance; and due-diligence documentation for road and highway projects, including environmental permitting and local, state, and federal state agency coordination. Through his management role, he is responsible for contract development, project scheduling, agency coordination, client/engineer/construction team coordination, and quality assurance/quality control (QA/QC) reviews. Stephen takes a highly organized approach to managing projects to meet time-critical deadlines and to keep projects within budget. Stephen has evaluated and is currently evaluating the environmental impact of numerous linear infrastructure projects in Williamson County, such as new-build roadway facilities and existing roadway expansion. Stephen has been an environmental lead on 15 on-going or recently completed roadway projects within Williamson County and has worked on these types of projects for six years. He is also SWCA's project manager for the Williamson County Conservation Foundation for five years and has worked with this same organization for seven years as the County maintains compliance with the Endangered Species Act through a Regional Habitat Conservation Plan.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME								
TASKS	1	2	3	4	5	6	7	8	9
New Location Roadway	•	•						•	•
Schematic and Planning									
Railroad Coordination									
ROW Identification									
Quarry or Unique Landowner Coordination	•	•							
Edwards Aquifer Protection Zone	•	•	•	•	•	•	•	•	•
Karst Features	•	•	•			•	•	•	•
FEMA Streams	•			•	•	•		•	
Bridge Design				•		•		•	
Located in Williamson County	•	•	•	•	•	•	•	•	•

1 | SOUTHWEST BYPASS - SEGMENT I, II
Georgetown, Texas
Client: HDR/Williamson County // Completed: Segment I (2018), Segment II (2020) // Cost: $19.8M // Characteristics: Multi-lane Roadway in New Location // Relevance: New Location Roadway, Quarry or Unique Landowner Coordination, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Located in Williamson County
Roles & Responsibilities: As Environmental Lead and Project Manager, Stephen successfully guided Williamson County through the environmental due-diligence process of a new location, multi-lane roadway connecting Interstate Highway 35 to Leander Road. He managed teams of natural and cultural resources personnel as they performed relevant tasks in the field. Several large voids were detected during the geological assessment that led to the discovery of multiple caves, including a cave now known to contain the federally endangered Bone Cave harvestman (Texella reyesi). Stephen and the SWCA team guided the county and client through the permitting process with the Texas Commission on Environmental Quality (TCEQ) and the Texas Historical Commission (THC), while maintaining compliance with the Endangered Species Act (ESA) through the Williamson County Regional Habitat Plan (RHCP).

2 | COUNTY ROAD 176
Round Rock, Texas
Client: HNTB/Williamson County // Completed: July 2020 // Cost: $2.5M // Characteristics: Realignment of Intersection // Relevance: New Location Roadway, Quarry or Unique Landowner Coordination, Edwards Aquifer Protection Zone, Karst Features, Located in Williamson County
Roles & Responsibilities: As Environmental Lead, Stephen successfully guided Williamson County through the permitting and environmental due-diligence process as the county realigned CR 176 to connect to Leander Road with a new location segment attached to existing roadway that also required widening. The southern terminus of the project crossed atop Snowmelt Cave, which is a known Bone Cave harvestman locality. Moreover, the entrance to the cave is located within a U.S. Fish and Wildlife Service (USFWS) approved preserve dedicated to the endangered arachnid. Stephen coordinated with USFWS to confirm the best course of action to widen the road at this location while maintaining compliance with the ESA. The new intersection with Leander Road also required a Texas Department of Transportation (TxDOT) categorical exclusion, which Stephen prepared and coordinated through completion. The SWCA team also guided the county through the permitting process with the TCEQ, the THC, and submitted an application with the Williamson County RHCP for ESA compliance.

3 | STATE HIGHWAY 29 AT DB WOOD ROAD INTERSECTION IMPROVEMENTS
Williamson County, Texas
Client: HNTB/Williamson County // Completed: Ongoing // Cost: $5.4M
Characteristics: Roadway Improvement // Relevance: Edwards Aquifer Protection Zone, Karst Features, Located in Williamson County
Roles & Responsibilities: As Environmental Lead, Stephen led SWCA's natural resources project team through a complicated ESA permitting process that required a biological assessment (BA) and formal consultation with USFWS due to funding from the TxDOT. Due to the project's location within Karst Zone 1 and relative proximity to caves documented as inhabited by endangered karst invertebrates, the BA considered that potential impacts may adversely affect the Bone Cave harvestman and Coffin Cave mold beetle (Batrisodes texanus). The BA also considered that potential impacts may affect but are not likely to adversely affect the Georgetown salamander (Eurycea naufragia) and the Jollyville Plateau salamander

(E. tonkawae). This formal consultation was completed with an incidental take permit for relevant species from the USFWS on November 5, 2019. The SWCA team also guided the county through the permitting process with the TCEQ, the THC, and submitted an application with the Williamson County RHCP for ESA compliance.

4 | GREAT OAKS DRIVE BRIDGE AT BRUSHY CREEK
Williamson County, Texas
Client: HNTB/Williamson County // Completed: Mid 2022 (estimated) // Cost: $11.1M
Characteristics: Intersection Improvements // Relevance: Edwards Aquifer Protection Zone, FEMA Streams, Bridge Design, Located in Williamson County
Roles & Responsibilities: As Environmental Lead, Stephen successfully guided Williamson County through the environmental due diligence process that required a geological assessment and karst survey due to the project's location atop the Edwards Aquifer Contributing Zone and Karst Zone 1. Stephen also submitted an application with the Williamson County RHCP for ESA compliance.

5 | HAIRY MAN ROAD/BRUSHY CREEK ROAD SAFETY IMPROVEMENTS
Williamson County, Texas
Client: HTNB/Williamson County // Completed: Late 2021 (estimated) // Cost: $4.25M //
Characteristics: Safety Improvements // Relevance: Edwards Aquifer Protection Zone, FEMA Streams, Located in Williamson County
Roles & Responsibilities: As Environmental Lead, Stephen successfully guided Williamson County through the environmental due diligence process that required a geological assessment and karst survey due to the project's location atop the Edwards Aquifer Recharge and Contributing Zone, in addition to the project's intersection within Karst Zone 1. Stephen also submitted an application with the Williamson County RHCP for ESA compliance. This project became contentious with stakeholders and Stephen quickly provided several short notice, on-call deliverables related to local natural resource issues.

6 | CORRIDOR H/SAM BASS ROAD
Williamson County Texas
Client: HNTB/Williamson County // Completed: 2023 (estimated) // Cost: NA // Characteristics: Expansion and Intersection Improvements // Relevance: Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design, Located in Williamson County
Roles & Responsibilities: As Environmental Lead, Stephen successfully guided Williamson County through the environmental due diligence process that required a geological assessment and karst survey due to the project's location atop the Edwards Aquifer Recharge and Contributing Zone, in addition to the project's intersection within Karst Zone 1. This project intersects designated critical habitat for the Jollyville Plateau salamander (E. tonkawae) and is currently working with Williamson County to determine the best course of action that will maintain compliance with the ESA while facilitating the desired project installation. Stephen will also assist HNTB and Williamson County with their RHCP application incidental take coverage related to endangered karst invertebrates.

7 | O'CONNOR DRIVE SIGNALS

Williamson County, Texas

Client: HNTB/Williamson County // Completed: 2020 // Cost: NA // Characteristics: Additional Signals // Relevance: Edwards Aquifer Protection Zone, Karst Features, Located in Williamson County

Roles & Responsibilities: As Environmental Lead, Stephen was informed that this project needed to be executed quickly due to time constraints. As project manager, he performed field work and finalized due diligence reporting within only a few weeks of notification to proceed. Location atop the Edwards Aquifer Recharge Zone and proximity to documented caves required a geological assessment and karst survey report, in addition to Williamson County RHCP submittal to maintain compliance with the ESA. While not a particularly difficult project, Stephen demonstrated his ability and desire to move this project to the "front of the line" for Williamson County in order to facilitate a rapidly evolving project.

8 | WYOMING SPRINGS SEGMENT 1

Round Rock, Texas

Client: Halff Associates, Inc./City of Round Rock // Completed: Ongoing // Cost: NA // Characteristics: Corridor Study/New Location Roadway // Relevance: New Location Roadway, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design, Located in Williamson County

Roles & Responsibilities: As Environmental Lead, Stephen was tasked with coordinating and preforming a GA, karst survey and associated report preparation due to the project's location atop the Edwards Aquifer Recharge Zone and Karst Zone 1. He is also tasked with Williamson County RHCP submittal to maintain compliance with the ESA. Additionally, the project crosses designated critical habitat for the Jollyville Plateau salamander (E. tonkawae) and requires Formal Section 7 consultation with the USFWS via the USACE Fort Worth District.

9 | SOUTHWEST BYPASS EXTENSION, WOLF RANCH PARKWAY TO STATE HIGHWAY 29

Georgetown, Texas

Client: LJA/City of Georgetown // Completed: Ongoing // Cost: $20 M // Characteristics: New Location Roadway // Relevance: New Location Roadway, Edwards Aquifer Protection Zone, Karst Features, Located in Williamson County

Roles & Responsibilities: As Environmental Lead, Stephen has worked through several iterations of this project over the years. He has performed and coordinated several field surveys for the environmental due diligence process of this new location, multi-lane roadway. He managed natural resources teams as they performed relevant tasks atop the Edwards Aquifer Recharge Zone, primarily geological assessment, endangered species surveys, and karst feature excavations. Several named caves are known from this tract that are documented to contain the federally endangered Bone Cave harvestman (Texella reyesi). Stephen will continue assisting the County through the permitting process with the TCEQ, the THC, and will work to maintain compliance with the ESA through the Williamson County RHCP. Additionally, he will be involved with a TxDOT Tier I Site Assessment, Biological Evaluation Form, and Hazardous Material Initial Site Assessment in support of a categorical exclusion at the intersection with SH 29.

LUKE ROME, PG

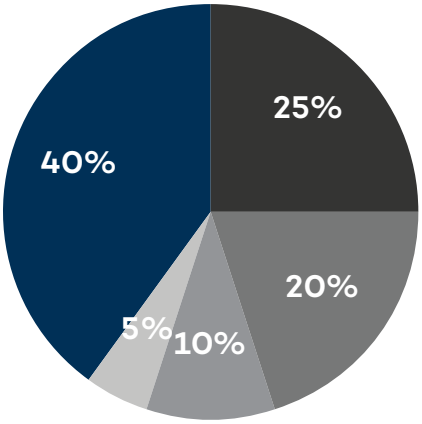
ENVIRONMENTAL SUPPORT
AUSTIN OFFICE

EDUCATION
BS, Geology, Auburn University

PROFESSIONAL LICENSE
Professional Geoscientist, #12028

EXPERIENCE
Total: 7 Years / Firm: 1 Year

AVAILABILITY MAR 2021



- Various Assignments
- Wilco Road Bond (2013 & 2019)
- RM 2243
- Southwest Bypass
- Availability

SUMMARY OF QUALIFICATIONS

Luke is a Texas licensed Professional Geoscientist and project manager at SWCA with seven years of experience preparing environmental due-diligence documentation, compliance monitoring, and permitting for linear transportation and land development projects. His technical background is in karst geology of the Edwards Plateau where he specializes in performing geologic assessments (GA), karst surveys, threatened and endangered (T&E) species habitat assessments, and preparing protocols and methodologies for karst void mitigation. Luke takes pride in his client focused approached to project management as he seeks to fully understand project challenges in order to better facility project strategies and execution. He also takes pride in maintaining excellent relationships with regulators in order maintain a timely review process and project completion.

Beyond karst geology, Luke's professional experience includes aquatic resource delineations and Clean Water Act (CWA) Section 404 permitting, storm water pollution prevention plan (SWP3) preparation and water quality monitoring, Phase I and II environmental site assessments (ESA), environmental assessments (EAs), and City of Austin environmental resource inventories (ERI).

COMPARABLE EXPERIENCE MATRIX

TASKS	PROJECTS IN RESUME 1	2	3	4	5	6	7	8	9
New Location Roadway	•		•		•	•	•	•	
Schematic and Planning									
Railroad Coordination									
ROW Identification									
Quarry or Unique Landowner Coordination				•		•			
Edwards Aquifer Protection Zone		•	•	•	•	•	•	•	•
Karst Features		•		•	•	•		•	•
FEMA Streams	•	•	•			•	•		
Bridge Design	•		•			•	•		
Located in Williamson County	•	•	•	•	•	•		•	•

1 | CORRIDOR E5 FROM INTERSTATE 35 TO FARM TO MARKET 972
Williamson County, Texas

Client: American Structurepoint, Inc. // Completed: Ongoing // Cost: $4.6M // Characteristics: Multi-lane Roadway in New Location // Relevance: New Location Roadway, FEMA Streams, Bridge Design, Located in Williamson County

Roles & Responsibilities: Luke provided Environmental Support as Project Manager and Geologist for the Williamson County solicited qualifications of engineering firms for the 2013 Road Bond program. As identified in the county's long-range transportation plan, the American Structurepoint team provided engineering services to assist Williamson County staff in developing a proposed two-lane roadway extending County Road 258 from U.S. Highway 183 to Sunset Ridge. SWCA facilitated environmental permitting and planning, hazardous materials assessment, cultural resources services, and CWA Section 404 compliance. Coordinated and oversaw the efforts of staff scientists, reviewed deliverables, and provided critical review of the hazardous materials assessment.

2 | ON-CALL ENVIRONMENTAL SERVICES FOR WILLIAMSON COUNTY; WILLIAMSON COUNTY CONSERVATION FOUNDATION (WCCF)
Williamson County, Texas

Client: WCCF/Williamson County // Completed: Ongoing // Cost: NA // Characteristics: On-call services related Williamson County's RHCP, including biota surveys, strategic planning, annual report creation and submittal to U.S. Fish and Wildlife Service, subject matter experts, etc. Relevance: Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Located in Williamson County

Roles & Responsibilities: Luke provided Environmental Support as Project Geologist. Luke assisted with the annual report, cave biota survey, and conducted karst faunal surveys within WCCF preserves and caves. SWCA conducted environmental on-call tasks as needed by the WCCF, such as meeting with U.S. Fish and Wildlife Services, creating new recovery unit maps for federally protected species, performing background research on local caves, conducting biota surveys on potential Williamson County parks acquisitions, assessing endangered bird habitat and conducting presence/absence surveys, and evaluating and responding to concerned citizen inquiries.

3 | OLD SETTLERS ROAD EXTENSION
Williamson County, Texas

Client: Aguirre & Fields // Completed: Ongoing // Cost: $12.8M // Characteristics: New location roadway with 4-Lane divided section with a bridge segment // Relevance: New Location Roadway, Edwards Aquifer Protection Zone, FEMA Streams, Bridge Design, Located in Williamson County

Roles & Responsibilities: Luke provided Environmental Support as Project Manager and Geologist. Luke coordinated fieldwork for aquatic resources, prepared T&E reports, and provided QA/QC of reports. The City of Georgetown selected the Aguirre & Fields team to design and environmentally clear the Old Settlers Road extension. For this project, SWCA supported the Aguirre & Fields team with environmental planning and natural and cultural resources services.

4 | RANCH TO MARKET 2243 (LEANDER ROAD) IMPROVEMENTS (NORWOOD DRIVE TO SOUTHWEST BYPASS)

Williamson County, Texas

Client: Aguirre & Fields // Completed: Ongoing // Cost: $8.9M // Characteristics: Roadway upgrade from 2-Lane to 4-Lane divided section with signal and pedestrian improvements // Relevance: Quarry or Unique Landowner Coordination, Edwards Aquifer Protection Zone, Karst Features, Located in Williamson County

Roles & Responsibilities: Luke provided Environmental Support as Project Manager and Geologist. Luke was responsible for team coordination, budget, and QA/QC of reports. SWCA performed a GA, karst survey and report preparation, and karst feature excavation. Due to Capital Area Metropolitan Planning Organization funding, SWCA completed the full suite of National Environmental Policy Act (NEPA) technical documentation in support of a Texas Department of Transportation (TxDOT) Austin District D-list categorical exclusions (CE), which included federally and state-listed species analysis and reporting, traffic noise analysis and reporting, community impact analysis and reporting, hazardous materials initial site assessment, and public involvement.

5 | SOUTHWEST BYPASS EXTENSION, WOLF RANCH PARKWAY TO STATE HIGHWAY 29

Williamson County, Texas

Client: LJA/City of Georgetown // Completed: Ongoing // Cost: $20M // Characteristics: New Location Roadway // Relevance: New Location Roadway, Edwards Aquifer Protection Zone, Karst Features, Located in Williamson County

Roles & Responsibilities: Luke provided Environmental Support as Project Manager and Geologist. Luke supervised and conducted field studies, reviewed and edited reports, and assessed options for permitting and compliance. SWCA is currently performing a suite of environmental services to facilitate the environmental permitting for construction of the proposed roadway. Services include GA, karst survey and report preparation, karst feature excavation, T&E habitat assessment and report, Williamson County Regional Habitat Conservation Plan (RHCP) application to address potential impacts to the golden-cheeked warbler (Dendroica chrysoparia), cultural resources investigations per the Texas Antiquates Code, a Tier I site assessment and biological evaluation form, hazardous material initial site assessment in support of a TxDOT Austin District CE at the intersection of the SW Bypass with State Highway 29.

6 | WILLIAMSON COUNTY ROAD BOND (2019)

Williamson County Texas

Client: HNTB/Williamson County // Completed: Ongoing // Cost: NA // Characteristics: All portions of the 2019 Williamson County Road Bond, including new location roadways, roadway improvements, and ancillary construction // Relevance: New Location Roadway, Quarry or Unique Landowner Coordination, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design, Located in Williamson County

Roles & Responsibilities: Luke provided Environmental Support as Project Manager and Geologist, Luke performed project management tasks, prepared scope and cost for work authorizations, coordinated field efforts with staff and landowners, conducted QA/QC of final deliverable, and provided critical review of available data. As part of the 2019 Williamson County Road Bond SWCA is assisting Williamson county with environmental services such as environmental constraints mapping, windshield surveys and T&E species investigations, RHCP application, biological or geological/karst investigations and assessments related to

construction or preservation projects, and advice to Williamson County staff and Commissioners Court on environmental issues. SWCA is currently assisting Williamson County with the following 2019 Road bond projects: Corridor IH 1, Corridor IH 2, and Ronald Reagan Boulevard at Silver Spur and Sun City Boulevard.

7 | EASTON PARK — FUTURE SECTIONS
Round Rock, Texas

Client: Brookfield Residential Properties, Inc. // Completed: Ongoing // Cost: NA // Characteristics: Multiple new roadways within residential development, William Cannon extension, Slaughter Lane extension // Relevance: New Location Roadway, Edwards Aquifer Protection Zone, FEMA Streams, Bridge Design

Roles & Responsibilities: Luke provided Environmental Support as Project Manager. Luke identified potential environmental constraints and scoped desktop and field investigations, oversees field mobilizations and reviews documentation, and coordinated with client and agency representatives. SWCA has assisted Brookfield Residential Properties in obtaining environmental clearance for multiple residential development phases and roadway extensions within the Easton Park master-planned community. Environmental services included City of Austin ERIs, functional assessments of floodplain health, T&E species assessments, aquatic resource delineations and CWA section 404 permitting. SWCA is currently assisting with the environmental permitting, including the preparation of TxDOT environmental documentation for the Slaughter Lane extension. Additionally, SCWA is actively assisting with the master-planning of Easton Park south.

8 | RONALD REAGAN BOULEVARD AT SILVER SPUR/SUN CITY BOULEVARD
Williamson County, Texas

Client: HNTB // Completed: 2021 // Cost: NA // Characteristics: Intersection improvements, additional turn lanes // Relevance: Edwards Aquifer Protection Zone, Karst Features, Located in Williamson County

Roles & Responsibilities: Luke provided Environmental Support as Project Manager and Geologist. Luke conducted field investigation, primary author of report, coordinated with client and project personnel. Under the 2019 Williamson County Road Bond, SWCA performed a GA at the intersection of Ronald Reagan Boulevard at Silver Spur and Sun City Boulevard. In addition, to the GA, SWCA documented compliance with the City of Georgetown water quality ordinance.

9 | O'CONNOR DRIVE SIGNALS
Williamson County, Texas

Client: HNTB/Williamson County // Completed: 2020 // Cost: NA
Characteristics: Additional Signals // Relevance: Edwards Aquifer Protection Zone, Karst Features, Located in Williamson County

Roles & Responsibilities: Luke provided Environmental Support as Project Geologist. Luke wrote and sealed the GA report. Under the 2013 Williamson County Road Bond Program, SWCA supported Williamson County on environmental needs. SWCA provided a T&E assessment, GA, and karst survey compliant with the RHCP.

BRIAN YOUNG, PE

COST ESTIMATING LEAD
ROUND ROCK AND AUSTIN OFFICES



LJA ENGINEERING

EDUCATION

2000, BS, Civil Engineering
University of Texas at Austin

PROFESSIONAL LICENSE

2006, Professional Engineer:
Texas #98239

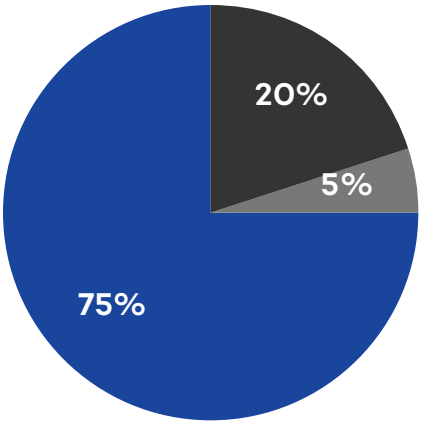
TXDOT PRECERTIFICATION

Employee Sequence No. 17543
Categories: 1.4.1, 2.5.1, 3.2.1, 4.2.1, 8.1.1, 10.1.1, 10.2.1, 18.2.1, 18.3.1, 18.4.1, 18.5.1, 18.6.1

EXPERIENCE

Total: 20 Years // Firm: 8 Years

AVAILABILITY MAR 2021



- Various Assignments
- IH 35: Rundberg to US 290
- Availability

SUMMARY OF QUALIFICATIONS

Brian has over 20 years of experience in civil engineering design. His duties include project management, roadway, geometric, drainage, and utility design, preparation of civil PS&E plans, schematic creation, utility coordination, ROW acquisition, traffic control, estimates, public meetings, writing and negotiating contracts, project budgeting/ forecasting, scheduling, training of EIT, PE's and technicians, staffing, employee management, marketing, business development, construction phase services, and establishing quality assurance and control procedures for all engineering and PS&E services. Brian has worked with Williamson County, multiple TxDOT districts, counties, toll authorities, private companies, and local governments such as Cedar Park throughout Texas.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME							
TASKS	1	2	3	4	5	6	7	8
Controlled Access Facility								
Added Capacity		•	•		•		•	
Interim/Ultimate	•	•	•				•	
Schematic	•	•	•	•	•	•	•	•
PS&E	•	•	•	•	•	•	•	•
ROW Identification	•	•	•	•		•		
Traffic Studies	•	•	•	•	•			
Public Involvement	•	•	•	•				
Edward's Aquifer Protection Zone	•	•						
FEMA Streams	•	•	•	•	•		•	
Bridge	•	•	•	•				
Located in Williamson County	•	•		•				

1 | RONALD REAGAN BOULEVARD NORTH PHASE 4
Williamson County, Texas

Client: Williamson County // Completed: 2013 // Cost: $20M // Characteristics: Rural Ultimate 4-lane Divided // Relevance: Ronald Reagan Corridor, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Brian was the Cost Estimating Lead and a Project Engineer for the preliminary schematic design of a 6-mile, new location 4-lane divided arterial from SH 195 to IH 35. The design included multiple intersections with existing county roads, drainage crossings, public involvement with property owners, utility coordination, environmental constraint mapping (karst, caves, endangered species), and a determination of the recommended corridor. Coordination with the county, TxDOT, the public, and other resource agencies was crucial for the timely completion to this project.

2 | NEW HOPE DRIVE EXTENSION
Cedar Park, Texas

Client: City of Cedar Park // Completed: 2019 // Cost: $8M // Characteristics: Urban 4-lane Divided, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Brian was the Cost Estimating Lead and PS&E Roadway lead for the new location construction of 1.1-mile, 4-lane divided urban roadway in Cedar Park, Texas. He produced PS&E including geometric designs for horizontal and vertical alignments, shared use path, turn lanes, and coordinated conflicts with all other disciplines including drainage, utilities, and illumination design.

3 | WEISS LANE
Pflugerville, Texas

Client: City of Pflugerville // Completed: 2016 // Cost: $18M // Characteristics: Urban/Rural 4-lane Divided, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge

Roles & Responsibilities: Brian was the Cost Estimating Lead and Roadway Lead responsible for the schematic and PS&E creation for over three miles of reconstruction plans along Weiss Lane. Project consists of the schematic and PS&E plans to convert the existing 2-lane rural roadway to a 2-lane rural that transitions to a 4-lane urban divided. PS&E Designs included roadway, TCP, removals, signing and pavement markings, drainage, SW3P, structures, illumination, cross sections, environmental clearance, geotechnical design, ROW acquisition, CPS, utility coordination, waterline, and sanitary sewer.

4 | PARK STREET WIDENING AND RECONSTRUCTION
Cedar Park, Texas
Client: City of Cedar Park // Completed: 2012 // Cost: $18M // Characteristics: Urban 4-lane Relevance: Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Brian was the Cost Estimating Lead and PS&E Roadway lead for Park Street, which was a 2-lane arterial running east-west through the center of Cedar Park. Brian was responsible for developing plans for street widening and reconstruction, construction of sidewalks, drainage improvements, hydrology, storm sewer design, ditch design, a mill and overlay section, reconstruction of a drainage dip, public involvement, mailbox relocation, phased traffic control, SW3P, Edwards Aquifer Contributing Zone Plan, coordination with utilities and replacement of a 12" waterline. All this was accomplished within the existing ROW which ranged from 50' to 70'.

5 | PFLUGER FARM LANE PHASE A AND B
Travis County, Texas
Client: City of Pflugerville // Completed: 2014 // Cost: Ph A $2.3M, Ph B $2.9M
Characteristics: Urban 3-lane Roadway // Relevance: Added Capacity, Schematic, PS&E, Traffic Studies, FEMA Streams
Roles & Responsibilities: Brian was the Cost Estimating Lead and Roadway Lead for design and sheet creation for one mile of new location urban roadway in Pflugerville, Texas. Designs included roadway, drainage, SW3P, structural, traffic control, waterline, re-use line, wastewater line, FEMA floodplain analysis, bridge, illumination, and construction phase services. This was an accelerated project with phased design and construction that included going from NTP to 100% PS&E plans in three months. During design the discovery of a possible historical rubbish pile was discovered that required engineering solutions to allow the project to continue unimpeded and on schedule.

6 | BUNTON CREEK ROAD
Kyle, Texas
Client: City of Kyle // Completed: 2017 // Cost: $4.6M // Characteristics: Urban 3-lane Relevance: Schematic, PS&E, ROW Identification
Roles & Responsibilities: Brian was the Cost Estimating Lead and Project Manager responsible for the schematic and PS&E creation for over one mile of reconstruction plans along Bunton Creek Road. Bunton Creek was an existing 2-lane facility with large amounts of heavy truck and vehicle traffic due to its proximity to two schools, multiple industrial businesses, and multiple suburban neighborhoods in northern Kyle. Schematic and PS&E plans were prepared to widen and fully reconstruct the existing facility to a 3-lane facility. Designs included roadway, TCP, signing and pavement markings, drainage, SW3P, environmental clearance, geotechnical design, ROW acquisition, CPS, utility coordination, 12" waterline, 8" waterline, and sanitary sewer.

7 | FM 110
Hays County, Texas
Client: Hays County // Completed: Ongoing // Cost: $32M // Characteristics: Rural Ultimate 4-lane Divided, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, FEMA Streams

Roles & Responsibilities: Brian was the Cost Estimating Lead and PS&E Roadway lead for the creation for six miles of an interim rural 2-lane of a ultimate 4-lane divided arterial in Hays County. This new location facility will serve to provide the citizens of San Marcos and Hays County with a loop that will promote growth and corridor mobility within the region. Designs include interim schematic, ultimate schematic, and PS&E for roadway and geometric, signing and pavement markings, quarry crossing, retaining wall, intersection, traffic control, cross sections, drainage, structural, waterlines, cross sections, and grading designs.

8 | CITY OF KYLE ENGINEERING ROTATION LIST
Kyle, Texas
Client: City of Kyle // Completed: Ongoing // Cost: $1.5M // Characteristics: Roadway Engineering Relevance: Schematic, PS&E

Roles & Responsibilities: Brian was the Cost Estimating Lead and Project Manager responsible for the management and delivery of various project assignments from the City of Kyle. Completed LJA assignments include Bullock Tract Geotechnical and Environmental Field Investigations, conceptual designs for IH 35 City of Kyle Gateway Signage, Bunton Creek WW Interceptor Phase 3, Plum Creek Interceptor Phase 1, Elliot Branch WW Phase 2, Bunton Creek Interceptor Survey Verification, and Bunton Creek Interceptor Meets and Bounds. Active project assignments include the Schlemmer/Porter St WW rehabilitation project, Plum Creek Tank Rehabilitation, and Opal Lane Water extension.

ALAN MCCARTHY

3D MODELING LEAD
ROUND ROCK AND AUSTIN OFFICES



LJA ENGINEERING

SPECIAL TRAINING

Bentley Learn Conference 2013

Bentley Learn Conference 2016

Bentley Learn Server: Corridor Modeling Training

FIELD ACCOMPLISHMENTS

Corridor Modeling Instructor and Mentor within LJA

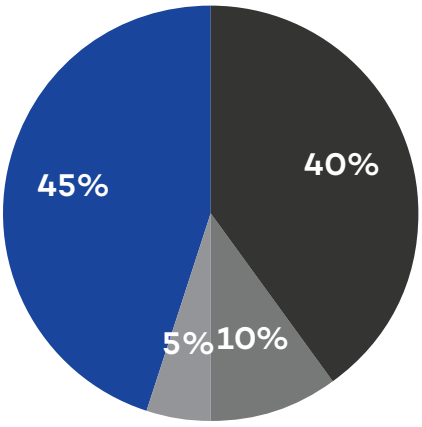
TXDOT PRECERTIFICATION

Employee Sequence No. 28171
Categories: 4.6.1

EXPERIENCE

Total: 14 Years // Firm: 7 Years

AVAILABILITY MAR 2021



SUMMARY OF QUALIFICATIONS

Alan has over 14 years of experience in civil engineering design and is currently serving a Project Manager for LJA. His experience includes creating information rich 3D design models on various urban freeway, interchanges, and roadway projects across the state of Texas for TxDOT and multiple municipalities. Our Lead utilizes Microstation Open Roads technology to create and maintain highly detailed corridor models, cross sections, terrain models, and 3D-contours. Alan's duties include roadway and geometric design; cross sections using GEOPAK criteria and corridor modeler; 3D modeling; detailed grading; preparation of civil PS&E plans; schematic creation; detailed cost estimates; and training of EIT/PEs and technicians. Alan is proficient in the use of Microstation, GEOPAK, Blender, ArcGIS, Axiom, Autoturn, Adobe, and Microsoft Office. His tasks in the experience table below are tailored to identify the more specific experience Alan has.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME						
TASKS	1	2	3	4	5	6	7
Controlled Access Facility							
Added Capacity		•	•	•	•		
Interim/Ultimate	•	•	•	•			
Schematic	•	•	•	•	•	•	•
PS&E	•	•	•	•	•	•	•
ROW Identification	•		•	•		•	
Traffic Studies	•		•	•			
Public Involvement	•		•	•	•		•
Edward's Aquifer Protection Zone	•		•				
FEMA Streams	•	•	•	•			
Bridge	•		•	•			
Located in Williamson County	•		•				

1 | RONALD REAGAN BOULEVARD IH 35 INTERCHANGE
Williamson County, Texas

Client: Williamson County // Completed: 2013 // Cost: $20M // Characteristics: Rural Ultimate 4-lane Divided // Relevance: Ronald Reagan Corridor, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Alan was 3D Modeling Lead and CAD Manager for the schematic design of new grade separated intersection consisting of mainlanes, frontage roads, ramps, and U-turn bridges that connect to existing Ronald Reagan Boulevard. Alan was responsible for designs that included 3D Corridor model, proposed cross sections, and proposed tin files.

Alan was also responsible for earthwork quantities, cost analysis to save Costs of retaining walls versus embankment. Created roll plot schematic to Williamson County and TxDOT standards. All work was in accordance with the Mobility 35 program. Alan responded to TxDOT comments and working with the design engineer provided solutions.

2 | FM 110 NORTH, LOOP AROUND SAN MARCOS
Hays County, Texas

Client: Hays County // Completed: Ongoing // Cost: $32M // Characteristics: Rural Ultimate 4-lane Divided, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, FEMA Streams

Roles & Responsibilities: Alan is 3D Modeling Lead and CAD Designer on the schematic and PS&E creation for six miles of rural 4-lane divided arterial in Hays County. This new location facility will serve to provide the citizens of San Marcos and Hays County with a loop that will promote growth and corridor mobility within the region. The project is 6.5 miles of a new location ultimate 4-lane facility with an interchange at SH 20 and a grade separation over the UPRR Railroad.

Alan's designs include interim schematic, ultimate schematic, and PS&E for roadway and geometric, signing and pavement markings, quarry crossing, retaining wall, intersection, traffic control, cross sections, drainage, structural, and grading designs is currently Project Manager of six miles of a new location, 2-lane rural highway in Hays County. Ken's oversight includes schematic refinements, interim and ultimate schematics, PS&E, and development of construction bid documents.

3 | NORTH MAYS EXTENSION
Williamson County, Texas

Client: Williamson County // Completed: 2018 // Cost: $14M // Characteristics: Urban Ultimate 4-lane, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County

Roles & Responsibilities: Alan was 3D Modeling Lead, Corridor Modeler, and CAD Manager for 1-mile of a new location. north-south by-pass of IH 35 roadway in Round Rock. Project ultimate 4-lane urban, interim 2-lane urban project included crossing Chandler Branch, a FEMA designated floodplain and an Upper Brushy Creek WCID Inundation Easement behind Dam #11, storm sewer design, and proposed cross culverts, relocation of a detention facility. Alan's designs include 3D model, interim schematic, ultimate schematic, and PS&E for roadway and geometric, intersection, cross sections, drainage, structural, and grading designs.

4 | US 281
Bexar County, Texas
Client: TxDOT // Completed: 2021 (est) // Cost: $188M // Characteristics: Urban Freeway with Frontage Roads, Main Lanes, Impact/Detention Analysis, Grade Separations
Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, PS&E, Edward's Aquifer Protection Zone, FEMA Streams, Bridge
Roles & Responsibilities: Alan was 3D Modeling Lead and CAD Manager for five miles of converting 4-lane divided super street into urban freeway with frontage roads and braided ramps. Alan was responsible for a existing and proposed 3D Corridor models that included all structures, utilities, storm sewer, and retaining walls. Alan also produced existing and proposed cross sections, and proposed tin files.

5 | GATEWAY BOULEVARD
Forney Texas
Client: TxDOT // Completed: 2013 // Cost: $20M // Characteristics: Elevated Intersection Over UPRR and MAD4 // Relevance: Added Capacity, Schematic, PS&E, Public Involvement
Roles & Responsibilities: Alan was 3D Modeling Lead for the Forney Parkway Bridge, TxDOT (Forney Parkway and US 80, 2011) – New urban grade separation of US 80 and UPRR railroad consisting of mainlanes, frontage roads, ramps, and U-turn design. Alan was responsible for designs that included 3D Corridor model, proposed cross sections, retaining walls, intersection grading, and proposed tin files.

6 | FM 1431, PARMER LANE TO SAM BASS ROAD
Williamson County, Texas
Client: City of Cedar Park // Completed: 2016 // Cost: $23M
Characteristics: Urban Ultimate 6-lane Divided // Relevance: Schematic, PS&E, Public Involvement
Roles & Responsibilities: Alan was 3D Modeling Lead and CAD Manager for 2.2 miles reconstruction of and existing 5-lane undivided roadway into an urban 6-lane divided facility. He was responsible for designs that included 3D Corridor modeling, proposed cross sections, retaining walls, intersection grading, and proposed tin files.

7 | BEE CREEK ROAD
Travis County, Texas
Client: Travis County // Completed: 2015 // Cost: $9M // Characteristics: Urban 4-lane Divided
Relevance: Schematic, PS&E, Public Involvement
Roles & Responsibilities: Alan was 3D Modeling Lead and CAD Manager for 1-mile widening of an existing 2-lane to a urban 4-lane divided roadway with raised median. Improvements consist of upgrading Bee Creek Road from an existing 2-lane undivided roadway to a 4-lane divided roadway with raised median. Alan was responsible for designs that included 3D Corridor model, proposed cross sections, retaining walls, intersection grading, and proposed tin files.

ALI MOZDBAR, PE, PTOE

TRAFFIC LEAD
ROUND ROCK OFFICE



LJA ENGINEERING

EDUCATION

1988, MSCE, Civil Engineering,
University of Texas at Arlington

PROFESSIONAL LICENSE

1989, Professional Engineer,
Texas, #65430

1998, Professional Traffic
Operations Engineer, #14311

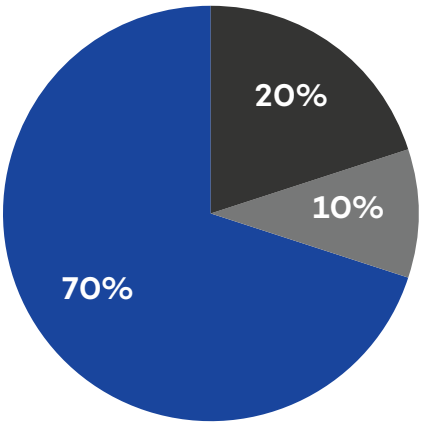
TXDOT PRECERTIFICATION

Employee Sequence No. 263
Categories: 1.1.1, 4.2.1, 7.1.1, 7.3.1, 7.4.1, 7.5.1, 8.1.1, 8.3.1, 8.6.1

EXPERIENCE

Total: 34 Years / Firm: 1 Year

AVAILABILITY MAR 2021



- Various Assignments
- IH 35 CapEx ITS/ Signals Design
- Availability

SUMMARY OF QUALIFICATIONS

Ali has over 34 years of program and project managements and extensive experience in field of Traffic Engineering; and working on a wide variety of programs and projects including traffic engineering projects spanning from traffic signal timing development and implementation, traffic signal designs, hardware, and equipment upgrades and modifications, traffic signal operational and safety improvements, intersection geometric improvements, ATMS plan development and implementation, ITS design and implementation, communication network design and implementation, traffic signal warrant analyses, technical specification development, PS&E development, and bidding and construction phase services.

COMPARABLE EXPERIENCE MATRIX

TASKS	PROJECTS IN RESUME 1	2	3	4	5	6	7	8	9
Controlled Access Facility									
Added Capacity									
Interim/Ultimate									
Schematic									
PS&E									
ROW Identification									
Traffic Studies	•	•	•	•	•	•	•	•	•
Public Involvement									
Edward's Aquifer Protection Zone									
FEMA Streams									
Bridge									
Located in Williamson County	•								

1 | CITY TRAFFIC SIGNAL RETIMING
Cedar Park, Texas
Client: City of Cedar Park // Year Completed: 2013 // Construction Cost: $200,000
Characteristics: City Traffic Analysis // Relevance: Traffic Studies, Located in Williamson County
Roles & Responsibilities: Ali was the City's Traffic Lead. As the City Traffic Engineer, and Project Manager, Ali retimed all 50 traffic signals in the City of Cedar Park. The project included evaluation and fine tuning of traffic signal timing at every individual intersection and development and implementation of synchronized timing plans along all major arterials in the city.

2 | RM 2222, NORTHLAND, PARKCREST, AND HIGHLAND CREST DRIVES
Austin, Texas
Client: City of Austin // Year Completed: 2019 // Construction Cost: $100,000
Characteristics: City Traffic Analysis // Relevance: Traffic Studies
Roles & Responsibilities: Ali was a Traffic Lead for the City as the City Traffic Signal Engineer and Program Manager for the City of Austin. Ali was responsible for monitoring and managing arterial traffic flow in an efficient and effective way. Ali identified this intersection was the bottleneck causing long westbound queues especially during PM rush hours. After analyzing details, Ali came up with the conceptual design and worked with TxDOT and TTI on the schematic design that would enhance westbound traffic flow along Northland drive. Construction plans for both intersection and signal were prepared and then constructed. The project was a success and showed tremendous improvements by eliminating the long queue.

3 | METRIC BOULEVARD, WEST HOWARD LANE, AND THERMAL DRIVE
Austin, Texas
Client: City of Austin // Year Completed: 2005 // Construction Cost: $200,000
Characteristics: City Traffic Analysis // Relevance: Traffic Studies
Roles & Responsibilities: Ali was a Traffic Lead for the City as the City Traffic Signal Engineer and Project Manager for the City of Austin when the need for traffic signal at this intersection was evaluated and approved. However, the project was more than just a traffic signal. Ali knew in most cases intersections with wide medians have negative impact on both intersection capacity and safety. he designed and reconfigured the eastbound and westbound left turn lanes on Howard lane to have a "positive offset" relationship vs. "negative offset". He knew that with "positive offset", the left turn indications would be protected/permitted type, allowing drivers to take advantage of available gaps and discourage drivers from running the red light as that most likely would have been the case with "protected only" indications. The traffic signal and intersection were designed and constructed per plan and the result was a safe, effective and efficient signalized intersections where the unnecessary delay for the left turn movements was eliminated.

4 | SOUTH 820 AND MARINE CREEK PARKWAY
Fort Worth, Texas
Client: City of Fort Worth // Year Completed: 2018 // Construction Cost: $500,000
Characteristics: City Traffic Analysis // Relevance: Traffic Studies
Roles & Responsibilities: Ali was a Traffic Lead for the City as the City Traffic Signal Engineer and Intersection Improvement Program Manager. Ali analyzed the operation and came up with a new innovative design referred to as "Flipped Left Turn Diamond Interchange".The intersection was

operating at failed LOS especially during AM and PM rush hours. The new design would improve operation by reducing intersection delay by about 40% during rush hours.

5 | HULEN STREET AND GRANBURY ROAD
Fort Worth, Texas
Client: City of Fort Worth // Year Completed: 2018 // Construction Cost: $600,000
Characteristics: City Traffic Analysis // Relevance: Traffic Studies
Roles & Responsibilities: Ali was a Traffic Lead for the City as the Traffic Program Manager. Ali came up with the new geometric layout that analysis showed improvements would result in increased intersection capacity while improving pedestrian crossing in terms of safety and delay. Beside operating un-efficiently and at failed level of service with long queues, the intersection was also not safe for pedestrians.

6 | SAM'S AND HOME DEPOT SHOPPING CENTER ON COOPER STREET
Arlington, Texas
Client: City of Arlington // Year Completed: 1992 // Construction Cost: $200,000
Characteristics: City Traffic Analysis // Relevance: Traffic Studies
Roles & Responsibilities: Ali was a Traffic Lead for the City as the City Traffic Signal Engineer. Ali was responsible for reviewing and approving traffic signal plans, and signalized intersections geometry. Ali received a request for a traditional four-legged intersection and a full traffic signal between two existing and closely spaced signalized intersections of I20/Cooper street and Bardin Road/Cooper Street. Ali knew that allowing a four-legged signalized intersection between these two would have un-bearable negative impact on traffic flow along Cooper street. He worked with shopping centers and came up with a unique intersection and signal design that not only satisfied the needs of shopping centers without impacting quality and capacity of traffic flow on Cooper street. Two separate half signals serving two separate half intersections were designed and constructed successfully without any negative impact to traffic on Cooper street. The shopping center developers were also satisfied with the outcome

7 | UNIVERSITY BOULEVARD LANE ASSIGNMENT RECONFIGURATION
Fort Worth, Texas
Client: City of Fort Worth // Year Completed: 2019 // Construction Cost: $75,000
Characteristics: City Traffic Analysis // Relevance: Traffic Studies
Roles & Responsibilities: Ali was a Traffic Lead for the City as the City Traffic Signal Engineer and Program Manager. Ali Analyzed the capacity and safety along University between W. 7th Street and White Settlement Drive. The cross section was three lanes in each direction with no left turn lane at intersections where safety of the driving public was compromised. Ali's recommendation was to change the cross section to two thru lanes in each direction plus a left turn lane at each individual intersection. Ali then worked with the consultants to prepare the proposed stripping plan. The plan was completed and the project was scheduled for implementation.

8 | IMPLEMENTATION OF LEFT TURN FLASHING YELLOW ARROW INDICATIONS
Fort Worth, Texas

Client: City of Fort Worth // Year Completed: 2018 // Construction Cost: $300,000
Characteristics: City Traffic Analysis // Relevance: Traffic Studies
Roles & Responsibilities: Ali was a Traffic Lead for the City as the City Traffic Signal Engineer. One of Ali's major responsibilities was to improve quality of traffic flow and traffic light synchronization in the city. Ali knew that in most cases optimized synchronization depends on the ability to operate the signals in lead-lag fashion to maximize the green bandwidth, which most of the signals did not have that capability. he also knew that ability to lead-lag left turn movements would enhance intersection capacity at individual intersections thus helping to enhance traffic flow and light synchronizations. He took the lead as a project manager to study and identify left turn signals at most intersections citywide that needed to be changed. He managed the project by converting many left turn signals from "protected only" mode, "permitted only" mode, or conventional "protected/ permitted" mode to Flashing Yellow Arrow (FYA) indications. The project was a success and resulted in reduced intersection delay, increased intersection capacity and improved synchronization along major arterials, and it was well received by the public.

9 | INTELLIGENT TRANSPORTATION SYSTEM (ITS)
Fort Worth, Texas

Client: City of Fort Worth // Year Completed: 2018 // Construction Cost: $1.5M
Characteristics: City Traffic Analysis // Relevance: Traffic Studies
Roles & Responsibilities: Ali was a Traffic Lead for the City of Fort Worth as the City Traffic Signal Engineer. One of the major programs he initiated was implementation of the City's ITS project. Having worked in traffic for many years, Ali understood through utilization of ITS technology is needed for an effective and efficient monitoring and management of traffic flow, it is also crucial to have an effective and efficient workforce and organization; and he knew implementation of ITS technology would be the key. Ali immediately started designing and implementing the ITS system that included use of 4G Cellular technology, PTZ cameras for real-time monitoring and management, and system detectors for automated and responsive mode of traffic operations.

CHAD WOOD, PE, PTOE

TRAFFIC SUPPORT
ROUND ROCK OFFICE



LJA ENGINEERING

EDUCATION

1998, BS, Civil Engineering,
University of Texas at Austin

PROFESSIONAL LICENSE

2003, Professional Engineer,
Texas, #92822

2011, Professional Traffic
Operations Engineer, #3082

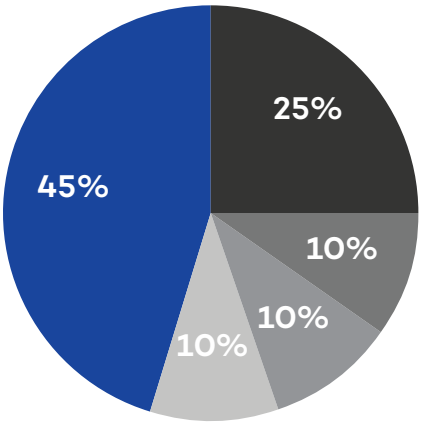
TXDOT PRECERTIFICATION

Employee Sequence No. 14562
Categories: 1.2.1, 1.3.1, 1.5.1, 3.2.1, 4.2.1, 4.4.1, 4.5.1, 7.1.1, 7.3.1, 8.1.1, 8.3.1, 8.6.1, 9.1.1, 11.1.1

EXPERIENCE

Total: 21 Years / Firm: 1 Year

AVAILABILITY MAR 2021



- IH 35 CapEx ITS/ Signals Design
- East Pflugerville Parkway
- Red Bud Lane
- Various Assignments
- Availability

SUMMARY OF QUALIFICATIONS

Chad has 21 years of experience in highway design, traffic engineering, construction management, and team leadership. He has served as Project Manager or lead designer developing TxDOT highway schematics and PS&E packages, improving municipal roadways and intersections, installing traffic signals and optimizing signal timings, and ensuring pedestrian safety on projects in rural, urban, and suburban settings across Texas.

COMPARABLE EXPERIENCE MATRIX

TASKS	PROJECTS IN RESUME 1	2	3	4	5	6	7	8
New Location Roadway	•					•		
Schematic and Planning		•	•	•	•	•	•	•
Railroad Coordination			•					•
ROW Identification			•	•				•
Quarry or Unique Landowner Coordination		•				•	•	
Edwards Aquifer Protection Zone					•			
Karst Features								
FEMA Streams								
Bridge Design								•
Located in Williamson County	•	•	•	•		•	•	•

1 | TRAFFIC SIGNAL DESIGN – NEW HOPE DRIVE EXTENSION
Cedar Park, Texas

Client: City of Cedar Park // Completed: 2019 // Cost: $8M // Characteristics: Urban 4-Lane Divided Relevance: New Location Roadway, Schematic and Planning, ROW Identification, Edwards Aquifer Protection Zone, FEMA Streams, Bridge Design, Located in Williamson County

Roles & Responsibilities: As Traffic Support, Chad led the signal design group responsible for developing full PS&E for the New Hope Drive at Ronald Reagan Boulevard intersection. Chad's team created proposed signal layout and elevation sheets, wiring diagrams and termination charts, and detailed quantities and construction cost estimates to be included within the New Hope Drive extension construction plans. Coordination regarding placement of proposed curb ramps and intersection pavement markings such as stop bars and cross-walks was required as was special considerations for a future widening project for the eastern leg of the intersection – conduit runs were specified at a minimum depth of 36".

2 | TRAFFIC SIGNAL IMPROVEMENTS FOR VISTA RIDGE BOULEVARD AT PARK STREET
Cedar Park, Texas

Client: City of Cedar Park // Completed: 2007 // Cost: NA // Characteristics: Traffic Signal Installation // Relevance: Schematic and Planning, Quarry or Unique Landowner Coordination, Located in Williamson County

Roles & Responsibilities: Chad provided Traffic Support as Project Manager for this City of Cedar Park traffic signal installation project. Chad oversaw development of all layout and elevation design details, wiring and electrical service specification details, and construction costs estimates. Bidding and construction phase services included advertisement and bid opening assistance as well recommendation for award and attendance at the pre-construction, pre-drilling, and final turn-on meetings with the contractor. Although the recent extension of Park St from the west created the need for this traffic signal, because it serves the main access driveway for Vista Ridge HS student and faculty parking the design and construction activities were accelerated to have it fully operable before the new school year began.

3 | ROUND ROCK QUIET ZONE PLANNING AND DESIGN
Round Rock, Texas

Client: City of Round Rock // Completed: 2009 // Cost: NA // Characteristics: Quiet Zone Planning Relevance: Schematic and Planning, Railroad Coordination, ROW Identification, Located in Williamson County

Roles & Responsibilities: Chad provided Traffic Support as the City of Round Rock Project Manager responsible getting the City's Quiet Zones out of concept, through planning, and into final design. Coordination with TxDOT and Union Pacific personnel was extensive, and Chad led these efforts from initial planning through final construction document approvals. Chad led the Diagnostic Review team through field visits and conceptual discussions at all nine public and private at-grade crossings within the city limits. Several crossings required only updated signing, however three crossings required extensive improvements including new quad-gates, train signals, and/or traffic signals. One crossing was treated with extended raised medians.

4 | HUTTO QUIET ZONE FEASIBILITY STUDY
Hutto, Texas
Client: City of Hutto // Completed: 2016 // Cost: NA // Characteristics: Quiet Zone Improvements
Relevance: Schematic and Planning, ROW Identification, Located in Williamson County
Roles & Responsibilities: Chad provided Traffic Support for the City of Hutto as Project Manager responsible leading City staff and several elected officials through a feasibility analysis of Quiet Zone improvement concepts and potential Quiet Zone calculator scores for the three grade crossings within city limits. Chad led all coordination efforts with TxDOT and Union Pacific Railroad personnel, including a preliminary Diagnostic Review team meeting and a Wayside Horn (WSH) demonstration where his team and City staff used several decibel meters to measure sound pressure effects at various locations around and away from the WSH. Chad's team documented all study options, UPRR and TxDOT recommendations, and public involvement input and submitted a final report recommending quad-gate installations at one crossing and WSH installation at the other.

5 | RM 2244 (BEE CAVES ROAD) SAFETY AND OPERATIONAL IMPROVEMENTS
Bee Caves, Texas
Client: TxDOT // Completed: 2009 // Cost: $2.5M // Characteristics: Congestion Improvements
Relevance: Schematic and Planning, Edwards Aquifer Protection Zone
Roles & Responsibilities: Chad provided Traffic Support as the Project Manager for critical congestion improvement project Chad provided TxDOT with traffic engineering and operational analysis using Synchro traffic modeling prior to beginning the preliminary engineering and schematic designs. Chad developed the plans and PS&E documents for additional lanes and signalized driveways, along with specific lane-use adjustments and a special Continuous-Green T signal design, that enabled the local transportation network to handle an additional 4,000 daily trips while reducing delays from the pre-existing conditions.

6 | ROUND ROCK AVENUE ALIGNMENT AND ROUNDABOUT IMPROVEMENTS
Round Rock, Texas
Client: City of Round Rock // Completed: 2014 // Cost: NA // Characteristics: Traffic Analysis and Traffic Volume Projections // Relevance: New Location Roadway, Schematic and Planning, Quarry or Unique Landowner Coordination, Location in Williamson County
Roles & Responsibilities: Chad provided Traffic Support as the City's Traffic Engineer. Chad provided preliminary traffic analysis and traffic volume projections to support the third phase of the Downtown Redevelopment program. This project removed Round Rock Ave, previously designated as RM 620, from the State's system east of Blair St with a new roundabout intersection. This eliminated the fifth leg at the Mays and Main intersection and allowed improved signal operations and pedestrian safety there and throughout the corridor. Once preliminary design and PS&E development began, Chad provided detailed reviews of the consultant's plan submittal for geometric design, constructability and traffic control, as well as signing and marking details.

7 | SUNDANCE PARKWAY REHABILITATION AND ROUNDABOUT IMPROVEMENT

Round Rock, Texas

Client: City of Round Rock // Completed: 2014 // Cost: NA // Characteristics: Roundabout Intersection Upgrade // Relevance: Schematic and Planning, Quarry or Unique Landowner Coordination, Location in Williamson County

Roles & Responsibilities: Chad provided Traffic Support as the City's Traffic Engineer, Chad worked with other Transportation Department CIP staff to program, plan, design, and reconstruct this critical city-owned retail access roadway. This project's main purpose was to rehabilitate and reconstruct the existing pavement structure. The existing circular intersection was upgraded with roundabout design criteria including improved entry flares and splitter-islands, fast-path controls using a raised truck apron, and full pedestrian accessibility.

8 | BRUSHY CREEK ROAD WIDENING

Cedar Park, Texas

Client: City of Cedar Park // Completed: 2010 // Cost: NA // Characteristics: Urban 4-Lane Widening Relevance: Schematic and Planning, Railroad Coordination, ROW Identification, Bridge Design, Located in Williamson County

Roles & Responsibilities: Chad provided Traffic Support and was responsible for schematic design, preliminary engineering, environmental clearance, and PS&E development of Cedar Park's 2+mile widening of this important arterial roadway. CAMPO funding with TxDOT oversight meant that Chad's team had to complete public involvement activities, planning and construction document development, and bidding phase services within the State's 18-month letting schedule. The project featured a 4-lane urban cross section with subsurface drainage systems employing Stormceptor® water-quality controls, two bridge-class culverts, continuous illumination, six traffic signals with emergency and rail pre-emption, and special construction phasing/TCP for the adjacent elementary school's activities.

GABRIEL ORNELAS, PE, PMP

GEOTECHNICAL LEAD
AUSTIN OFFICE

RABA KISTNER

EDUCATION
1995, BS, Civil Engineering,
University of Texas at San Antonio

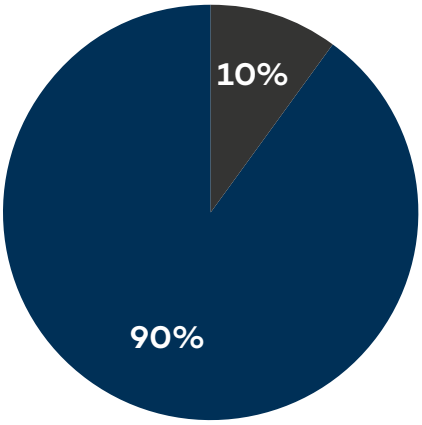
PROFESSIONAL LICENSE
2001, Professional Engineer: Texas #87851

2010, Project Management Professional No. 1324181

TXDOT PRECERTIFICATION
Employee Sequence No. 6386
Categories: 12.1.1, 12.1.2, 14.1.1, 14.2.1, 14.3.1, 14.4.1

EXPERIENCE
Total: 26 Years / Firm: 26 Years

AVAILABILITY MAR 2021



SUMMARY OF QUALIFICATIONS
As Senior Vice President and Manager of Raba Kistner's Austin office, Gabriel possesses the advanced technical, leadership, communication, and business skills to interact with clients and lead a consulting team to success. His principal practice areas relative to consulting and design experience include construction materials testing and engineering, forensic engineering, and geotechnical engineering.

Gabriel has experience involving management and execution of construction quality control testing and inspection services on major construction projects in Texas. He has technical and managerial expertise in concrete and soils testing and inspection, drilled pier inspection, and asphalt testing. Gabriel's construction materials testing and engineering experience includes several public, private, and industrial projects. Other related experience includes construction monitoring, litigation documentation, non-destructive/destructive testing and observation for change-of-use evaluations, trouble shooting of asphalt and concrete construction, ground vibration monitoring, swimming pool distress evaluations, and roof condition and damage causation studies.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME								
TASKS	1	2	3	4	5	6	7	8	9
New Location Roadway		•	•		•		•	•	
Schematic and Planning	•	•		•	•	•	•	•	•
Railroad Coordination								•	
ROW Identification		•		•		•	•	•	
Quarry or Unique Landowner Coordination							•		
Edwards Aquifer Protection Zone				•	•	•	•	•	•
Karst Features				•	•	•	•	•	•
FEMA Streams			•	•	•	•	•	•	•
Bridge Design	•	•	•	•	•	•	•	•	•
Located in Williamson County	•	•	•	•	•	•	•	•	

1 | CR 119, LIMMER LOOP TO CHANDLER ROAD
Williamson County, Texas
Client: Bury Partners // Completed: 2014 // Cost: NA // Characteristics: Roadway Extension // Relevance: Schematic and Planning, Bridge Design, Located in Williamson County
Roles & Responsibilities: Gabriel was the Geotechnical Lead in charge of conducting the geotechnical engineering study for the proposed extension of CR110/Ed Schmidt Boulevard from Limmer Loop to Chandler Road located in Hutto, Texas. The project consisted of two lanes of a future 4-lane roadway with shoulders and a traffic signal.

2 | SAM BASS ROAD AND CHISHOLM TRAIL
Round Rock, Texas
Client: City of Round Rock // Completed: 2016 // Cost: NA // Characteristics: 4-Lane Divided Roadway // Relevance: New Location Roadway, Schematic and Planning, ROW Identification, Bridge Design, Located in Williamson County
Roles & Responsibilities: Gabriel was the Geotechnical Lead in charge of construction materials testing and observation services for Sam Bass Road/Chisholm Trail. The project involved construction of a portion of Sam Bass Road to a 4-lane divided roadway from Meadows Drive to the IH 35 SB frontage road, and a small portion of Chisholm Trail was reconstructed north of Sam Bass Road.

3 | SAN GABRIEL PARKWAY EXTENSION
Leander, Texas
Client: City of Leander // Completed: 2016 // Cost: NA // Characteristics: 4-Lane Divided Roadway // Relevance: New Location Roadway, FEMA Streams, Bridge Design, Located in Williamson County
Roles & Responsibilities: Gabriel was the Geotechnical Lead in charge of conducting the geotechnical engineering study for the proposed extension of San Gabriel Parkway from CR 270 to Ronald Reagan Boulevard as a 4-lane divided roadway with curb and gutter, storm sewers, water quality, detention, street lighting, landscaping, temporary irrigation system, 6' and 10' (dual use) sidewalks and a 24" water line.

4 | HERITAGE TRAIL WEST CHISOLM TRAIL
Round Rock, Texas
Client: City of Round Rock // Completed: 2017 // Cost: NA // Characteristics: Trail // Relevance: Schematic and Planning, ROW Identification, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design, Located in Williamson County
Roles & Responsibilities: Gabriel was the Geotechnical Lead in charge of Geotechnical Engineering study peer review for the HR 79 Bodenman Tract, located in Round Rock, Texas. Raba Kistner reviewed subsurface conditions, engineering reports presenting foundation design and construction recommendations.

5 | PEER REVIEW OF TURTLE CREEK VILLAGE
Round Rock, Texas
Client: City of Round Rock // Completed: 2017 // Cost: NA // Characteristics: Subdivision // Relevance: New Location Roadway, Schematic and Planning, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design, Located in Williamson County
Roles & Responsibilities: Gabriel was the Geotechnical Lead in charge of Geotechnical Engineering study peer review for the Turtle Creek Village construction, located in Round Rock, Texas. Raba Kistner reviewed subsurface conditions, engineering reports presenting foundation design and construction recommendations.

6 | ROUNDVILLE LANE RECONSTRUCTION

Round Rock, Texas

Client: City of Round Rock // Completed: 2017 // Cost: NA // Characteristics: Roadway Reconstruction // Relevance: Schematic and Planning, ROW Identification, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design, Located in Williamson County

Roles & Responsibilities: Gabriel was the Geotechnical Lead in charge of Geotechnical Engineering study for the reconstruction of Roundville Lane, located in Round Rock, Texas. Services included drilling borings along the existing Roundville Lane performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the proposed reconstruction of Roundville Lane, as well as providing pavement design and construction guidelines.

7 | US 79 WIDENING HARRELL PARKWAY

Round Rock, Texas

Client: City of Round Rock // Completed: 2018 // Cost: NA // Characteristics: Roadway Widening // Relevance: New Location Roadway, Schematic and Planning, ROW Identification, Quarry or Unique Landowner Coordination, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design, Located in Williamson County

Roles & Responsibilities: Gabriel was the Geotechnical Lead in charge of Geotechnical Engineering study for the US 79 Widening Harrell Parkway project located in Round Rock, Texas. Services included drilling borings along the existing Harrell Parkway performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the proposed widening of Harrell Parkway as well as providing pavement design and construction guidelines.

8 | WATER OAK PARKWAY MAJOR ARTERIAL IMPROVEMENTS

Georgetown, Texas

Client: City of Georgetown // Completed: 2018 // Cost: NA // Characteristics: Roadway Improvements // Relevance: New Location Roadway, Schematic and Planning, Railroad Coordination, ROW Identification, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design, Located in Williamson County

Roles & Responsibilities: Gabriel was the Geotechnical Lead for the geotechnical engineering study for the Water Oak Parkway Major Arterial Improvements in Georgetown, TX.

9 | RETAINING WALL AND PAVEMENT DESIGN FOR FM 110

Hays County, Texas

Client: City of San Marcos // Completed: 2018 // Cost: NA // Characteristics: Retaining Wall and Pavement Design // Relevance: Schematic and Planning, Edwards Aquifer Protection Zone, Karst Features, FEMA Streams, Bridge Design

Roles & Responsibilities: Gabriel was the Geotechnical Lead for the geotechnical engineering study for the Retaining Wall and Pavement Design for FM 110 located in Hays County, TX. The project consists of the construction of a new roadway alignment to be located near its intersection with SH 123 and extending 1/4-mile west in Hays County. Raba Kistner's scope of work consisted of drilling soil borings in the vicinity of the proposed Mechanically Stabilized Embankment (MSE) walls, perform laboratory testing to classify and characterize subsurface conditions, and to prepare an engineering report presenting foundation design and construction recommendations. As part of Raba Kistner's scope of work, a Global Stability Analyses was also performed.

GORDON ANDERSON, PLS, PSM, RPLS

SURVEY LEAD
AUSTIN OFFICE



LJA SURVEYING

EDUCATION

1979, Eng Technology Studies,
Portland Community College

PROFESSIONAL LICENSE

2016, Registered Professional Land Surveyor, TX #6617

2009, Professional Surveyor and Mapper, FL #6697

2015, Professional Land Surveyor, CA #9239; 2011, AL #32929; 2000, UT #3099116-2201; 1996, NV #12066; 1993, ID #7314

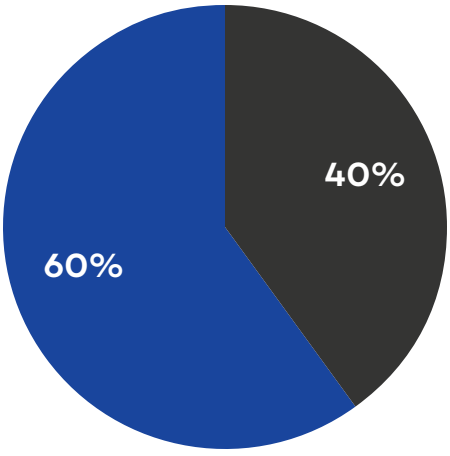
TXDOT PRECERTIFICATION

Employee Sequence No. 25109
Categories: 15.1.1, 15.2.1, 15.2.2
15.3.3, 15.3.4, 15.3.5

EXPERIENCE

Total: 41 Years // Firm: 1 Year

AVAILABILITY MAR 2021



Various Assignments
Availability

SUMMARY OF QUALIFICATIONS

Gordon possesses a broad range of operational and project management experience in the field of land surveying spanning 41 years, including roadway design and right-of-way acquisition surveys, site engineering surveys, aerial mapping control surveys, topographic and boundary surveys and large-scale control surveys.

He has also worked on numerous Roadway and Development sites throughout Williamson County and surrounding Counties, design surveys, aerial mapping control surveys, utility location surveys, railroad location and crossing surveys in the central Texas area

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME									
TASKS	1	2	3	4	5	6	7	8	9	10
New Location Roadway	•	•								
Schematic and Planning	•			•	•	•	•			
Railroad Coordination	•									
ROW Identification	•	•	•		•	•	•	•	•	•
Quarry or Unique Landowner Coordination	•									
Edwards Aquifer Protection Zone	•									
Karst Features	•									
FEMA Streams										
Bridge Design	•			•						
Located in Williamson County	•	•								•

1 | RONALD REAGAN BOULEVARD IMPROVEMENTS NORTH OF US-29
Williamson County, Texas

Client: Williamson County/CP&Y // Completed: 2019 // Cost: NA // Characteristics: Rural Multi-lane Improvements // Relevance: New Location Roadway, Schematic and Planning, Railroad Coordination, ROW Identification, Quarry or Unique Landowner Coordination, Edwards Aquifer Protection Zone, Karst Features, Bridge Design, Located in Williamson County

Roles & Responsibilities: Gordon was the Survey Lead for the rural, multi-lane improvements project which consisted of 5.3 miles of topographic/design route survey via combination of aerial mapping with ground truthing, conventional ground feature design survey, bridge structure and utility survey of Ronald Reagan Boulevard project from US 29 to FM 3405. The project also included boundary analysis to verify existing right-of-way takes and boundary lines.

2 | CR 258 CONNECTION PROJECT, FROM N HIGHWAY 183 TO CR 258
Williamson County, Texas

Client: Williamson County/American Structurepoint // Completed: 2019 // Cost: NA Characteristics: Rural 2-Lane // Relevance: New Location Roadway, ROW Identification, Located in Williamson County

Roles & Responsibilities: Gordon served as the Survey Lead for the topographic and tree survey of 5,300' new ROW thru existing ranch and farmlands. The project included extensive boundary analysis for ROW and Acquisition Plat and legal Description preparation for approximately five parcels.

3 | PEARCE LANE WIDENING
Travis County, Texas

Client: Travis County // Ongoing // Cost: NA // Characteristics: Rural Multi-lane Relevance: ROW Identification

Roles & Responsibilities: Gordon is the Project Manager for a 4-mile design survey of Pearce Lane from Kellam Road to Oak River Drive. The project includes primary control monuments, on the ground design survey to include utilities, culverts and topographic features. Locate monuments and property corners within existing right-of-way and adjacent rear property corners. Performed deed research/abstracting, right-of-way resolution and mapping. Produced planimetric 2D right-of-way mapping and parcel plats (35 parcels). Prepared and metes and bounds descriptions for right-of-way acquisition and 3D DTM Microstation surface base maps. Deliverables included GPS control survey network reports, data sheets, control sheets, signed and sealed parcel plats legal.

4 | SH 21 WIDENING PROJECT, FROM FM 1441 TO THE EAST COUNTY LINE OF LEE/BURLESON COUNTY LINE
Bastrop and Lee Counties, Texas

Client: TxDOT/ Alliance Transportation Group // Completed: 2019 // Cost: NA // Characteristics: Rural Multi-lane // Relevance: Schematic and Planning, Bridge Design

Roles & Responsibilities: Gordon was Survey Lead and Project Manager for a 32.4-mile design survey including airborne LiDAR, ortho photogrammetry, ground survey control survey, utilities, bridges and obscured area topographic features, set 36 primary and secondary control monuments within existing right-of-way, reduce bridge scanning, aerial LiDAR and ground survey data to produce planimetric 2D and 3D surface model in MicroStation format, tiled digital ortho photo imagery maps and final control sheets.

5 | IH 35, FROM HAYS/TRAVIS COUNTY LINE TO TRAVIS/WILLIAMSON COUNTY LINE

Travis County, Texas

Client: TxDOT // Completed: 2019 // Cost: $1.8M // Characteristics: Urban Major Corridor Divided
Relevance: Schematic and Planning, ROW Identification
Roles & Responsibilities: Gordon was Survey Lead and Project Manager for a 32-mile design survey including airborne, terrestrial and mobile LiDAR, ortho photogrammetry, ground survey control, utilities, bridges and obscured area topographic features, recover and set 45 primary control monuments within existing ROW and adjacent corridors, reduce bridge scanning, aerial LiDAR, mobile LiDAR data to produce planimetric 2D and 3D surface model in MicroStation format, tiled digital ortho photo imagery maps and final control sheets.

6 | NORTH LAMAR CORRIDOR PROJECT

Travis County, Texas

Client: City of Austin/Freese & Nichols / Completed: 2019 // Cost: NA // Characteristics: Urban Major Corridor // Relevance: Schematic and Planning, ROW Identification
Roles & Responsibilities: Gordon was the Survey Lead and Project Manager for a 6.1-mile right-of-way retracement survey, locate existing control, front parcel and right-of-way monuments. The project included deed and right-of-way plat research, right-of-way resolution calculation and interpretation. Deliverables in MicroStation format included, base mapping depicting right-of-way lines, easement line and potential conflict areas.

7 | MLK CORRIDOR PROJECT// CITY OF AUSTIN/ /TRAVIS COUNTY

Travis County, Texas

Client: City of AustiNAlliance Transportation Group // Completed: 2019 // Cost: NA
Characteristics: Urban Major Corridor // Relevance: Schematic and Planning, ROW Identification
Roles & Responsibilities: Gordon was the Survey Lead and Project Manager for a 1.2-mile mobile mapping, control survey, design survey, locate existing topographic features within existing ROW lines using mobile LiDAR and ground survey to collect bridge deck and abutments, drainage structures, cross sections in obscured areas, and set primary control monuments. Provided control sheets and 2D/3D MicroStation planimetric and surface data.

8 | SH 71/290 – OAKHILL CORRIDOR PROJECT/ TRAVIS COUNTY LINE TO TRAVIS/WILLIAMSON COUNTY LINE

Travis County, Texas

Client: TxDOT // Completed: 2018 // Cost: NA // Characteristics: Urban Major Corridor
Relevance: ROW Identification
Roles & Responsibilities: Gordon was the Survey Lead and Project Manager a 5.1-mile roadway design survey, including airborne LiDAR, ortho photogrammetry, set secondary survey control monuments, locate existing topographic features within proposed and existing ROW lines, collect bridge deck and abutments, drainage structures, cross sections and right-of-way mapping, parcel platting (80 parcels) for right-of-way acquisition. Surveying included abstracting, parcel plats, ROW maps, legal descriptions and GIS deliverables.

9 | US 77 SCHEMATIC DESIGN PROJECT

Fayette County, Texas

Client: TxDOT Yokum District / Rodriguez Transportation Group// Completed: 2020 // Cost: NA
Characteristics: Rural Highway Corridor // Relevance: ROW Identification
Roles & Responsibilities: Gordon was the Survey Lead and Project Manager for a 11.2-mile design survey including airborne LiDAR, ortho photogrammetry, ground survey control survey, utilities, bridges and obscured area topographic features, set 22 primary and secondary control monuments within existing right-of-way, reduce bridge scanning, aerial LiDAR and ground survey data to produce planimetric 2D and 3D surface model in MicroStation format, tiled digital ortho photo imagery maps and final control sheets.

10 | IH 35, FROM HAYS/TRAVIS COUNTY LINE TO TRAVIS/WILLIAMSON COUNTY LINE

Hays, Travis, and Williamson Counties

Client: TxDOT Yokum District / Rodriguez Transportation Group// Completed: 2020
Cost: NA // Characteristics: Rural Highway Corridor // Relevance: ROW Identification,
Located in Williamson County
Roles & Responsibilities: Gordon was Survey Lead and Project Manager for a 12.2-mile design survey including airborne LiDAR, ortho photogrammetry, ground survey control survey, utilities, bridges and obscured area topographic features, set 25 primary and secondary control monuments within existing right-of-way, reduce bridge scanning, aerial LiDAR and ground survey data to produce planimetric 2D and 3D surface model in MicroStation format, tiled digital ortho photo imagery maps and final control sheets.

Commissioners Court - Regular Session **37.**

Meeting Date: 03/09/2021

Award RFQ T2666 Ronald Reagan Corridor (Segment C) Volkert, INC Contract

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ T2666 Ronald Reagan Corridor Section C, FM 3405- RM 2338/Williams Drive, to Volkert, Inc. for Engineering Services and authorizing the execution of the agreement.

Background

Purchasing solicited sealed statements of qualifications for Engineering Services. 21 firms participated of which 15 firms submitted responses. The responses were evaluated by an evaluation committee. The attached Volkert, Inc. contract is to provide professional engineering services for the Ronald Reagan Segment C (FM 3405- RM 2338/Williams Drive) project as part of the LRP has been reviewed and approved for Commissioners Court consideration by the Road Bond Team. The maximum amount payable under this contract, without modification, is five-hundred thousand Dollars ($500,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation scoresheet

Engineering Services Contract

Statement of Qualifications

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:47 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:25 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2021 08:04 PM
Final Approval Date: 03/04/2021		

EVALUATION - Ronald Reagan Corridor
RFQ T2666
DATE: 02/05/2021

										A		E	D		C		
Evaluation Criteria	Maximum Score Points	Bridgefarmer & Associates, Inc.	CP&Y, Inc.	Dannenbaum Engineering Co	Garver, LLC	Huitt-Zollars, Inc.	JMT	Kimley-Horn	LJA Engineering, Inc.	LNV, LLC	Pape-Dawson Engineers	Rodriguez Transportation Group	RPS	Volkert, Inc.	WGI, Inc.	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	35	45	40	40	35	35	40	40	40	40	45	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	40	40	35	35	35	35	40	35	35	45	35	40	35	35
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	40	35	35	35	40	35	40	35	35	40	35	40	35	30
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	40	40	35	35	40	40	40	35	40	40	35	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	45	30	40	40	30	40	40	35	40	40	40	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	40	5	40	5	5	30	30	40	30	40	40	30	40	35	30
Understanding of project	50	40	45	40	40	40	40	45	40	40	40	40	40	40	40	40
TOTAL	350	265	260	265	190	225	250	265	280	250	270	290	255	280	265	255

[redacted]

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Volkert, Inc. ("Engineer")**
ADDRESS: **801 E. Old Settlers Blvd., Suite 120, Round Rock, TX 78664**
PROJECT: **Ronald Reagan Corridor Seg. C (FM3405 - RM2338/Williams Dr) ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **five-hundred thousand Dollars ($ 500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Karl Travis Falls, PE
Vice President
Volkert, Inc.
7500 Rialto, Bldg. 1, Suite 224
Austin, TX 78735

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business

judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **Arnold Gonzales, Jr., PE**
Project Manager
Volkert, Inc.
801 E. Old Settlers Blvd., Suite 120
Round Rock, TX 78664

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this

Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present

officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject

matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____, 20____

3/2/2021

ENGINEER

Volkert, Inc.

By: Karl Travis Falls

Printed Name: Karl Travis Falls, PE

Title: Vice President

Date: February 26, 2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A**	Debarment Certification
(2) **Exhibit B**	Engineering Services
(3) **Exhibit C**	Work Authorization
(4) **Exhibit D**	Rate Schedule
(5) **Exhibit E**	Williamson County Vendor Reimbursement Policy
(6) **Exhibit F**	Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Volkert, Inc.
Name of Firm

Signature of Certifying Official

Karl Travis Falls
Printed Name of Certifying Official

Vice President
Title of Certifying Official

February 26, 2021
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by KARL TRAVIS FALLS the 1st of March, 2021, on behalf of said firm.

MICHAEL J GLAROS
My Notary ID # 132048434
Expires June 12, 2023

Michael J Glaros
Notary Public in and for the
State of Texas

My commission expires: June 12, 2023

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Ronald Reagan Corridor Segment C (FM 3405 to RM 2338 / Williams Drive)** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

~~TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS~~

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

~~TASK 10 – GEOTECHNICAL SERVICES~~

~~TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)~~

~~TASK 12 – BIDDING PHASE SERVICES~~

~~TASK 13 – CONSTRUCTION PHASE SERVICES~~

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
Volkert, Inc.	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

See Attached – Exhibit D

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

2021 VOLKERT ENGINEERING RATES	
Postion	**Rate ($/hr)**
Project Principal	$ 275
Project Manager	$ 250
Quality Manager	$ 240
Senior Engineer	$ 215
Project Engineer	$ 190
Design Engineer	$ 160
Engineer-in-Training	$ 135
Senior Structural Engineer	$ 245
Structural Engineer	$ 195
Senior Engineering Technician	$ 140
Senior CADD Operator	$ 125
CADD Operator	$ 100
Utility Engineer	$ 150
GIS Analyst/Cartography	$ 130
GIS Technician	$ 115
Admin	$ 80



EXHIBIT D - RATE SCHEDULE

2021 VOLKERT DIRECT EXPENSES		
Photocopies B/W (8 1/2" X 11") / each	$	0.12
Photocopies B/W (11" X 17") / each	$	0.20
Photocopies Color (8 1/2" X 11") / each	$	0.75
Photocopies Color (11" X 17") / each	$	1.50
Digital Ortho Plotting / sheet	$	2.00
Plots (B/W on Bond) / square foot	$	2.00
Plots (Color on Bond) / square foot	$	5.00
Plots (Color on Photographic Paper) / square foot	$	6.00
Color Graphics on Foam Board / square foot	$	18.00



EXHIBIT D - RATE SCHEDULE

2021 LJA ENGINEERING RATES	
Postion	**Rate ($/hr)**
Project Principal	$ 275
Project Manager	$ 245
Quality Manager	$ 230
Senior Engineer	$ 215
Project Engineer	$ 170
Design Engineer	$ 155
Engineer-in-Training	$ 135
Senior Structural Engineer	$ 220
Strucutral Engineer	$ 195
Senior Engineering Technician	$ 140
Senior CADD Operator	$ 125
CADD Operator	$ 100
Utility Engineer	$ 150
GIS Analyst/Cartography	$ 130
GIS Technician	$ 115
Admin	$ 80



EXHIBIT D - RATE SCHEDULE

2021 LJA DIRECT EXPENSES		
Photocopies B/W (8 1/2" X 11") / each	$	0.12
Photocopies B/W (11" X 17") / each	$	0.20
Photocopies Color (8 1/2" X 11") / each	$	0.75
Photocopies Color (11" X 17") / each	$	1.50
Digital Ortho Plotting / sheet	$	2.00
Plots (B/W on Bond) / square foot	$	2.00
Plots (Color on Bond) / square foot	$	5.00
Plots (Color on Photographic Paper) / square foot	$	6.00
Color Graphics on Foam Board / square foot	$	18.00



Exhibit D - Rate Schedule
Environmental Services
2021 Hicks & Company Environmental Consultants

Environmental	**Billing Rate (Per Hour)**
Sr. Program Manager	$196.30
Senior Environmental Scientist II	$151.50
Senior Environmental Scientist I	$130.29
Environmental Scientist II	$121.20
Environmental Professional III	$106.05
Environmental Professional II	$96.96
Environmental Professional I	$86.35
Environmental Professional Staff II	$73.95
Field Tech	$63.62

Direct Expenses	**Billing Rate (Per Unit)**
Environmental Database Search	$125.00



EXHIBIT D

2021 RATE SCHEDULE

Title	Billing Rate/Hour
PRINCIPAL	$230.00
SENIOR PLANNER	$180.00
RIGHT OF WAY SPECIALIST 4	$160.00
SENIOR ENVIRONMENTAL SCIENTIST 2	$145.00
SENIOR ENVIRONMENTAL SCIENTIST 1	$135.00
ENVIRONMENTAL SCIENTIST 3	$115.00
ENVIRONMENTAL SCIENTIST 2	$105.00
ENVIRONMENTAL SCIENTIST 1	$95.00
OFFICE TECH 2	$70.00
OFFICE TECH 1	$60.00

EXHIBIT D - RATE SCHEDULE

2021 INLAND GEODETICS, LLC	
SURVEYING SERVICES (SS)	**CONTRACT RATE ($/hr)**
Project Manager	$ 169.71
Licensed State Land Surveyor	$ 161.81
Registered Professional Land Surveyor	$ 165.76
Survey Technician	$ 119.19
Clerical Support	$ 68.41
Field Crew Services	
2 - Person Survey Crew	$ 150.00
3 - Person Survey Crew	$ 170.00
4 - Person Survey Crew	$ 190.00
Additional Crew Member	$ 54.00
GPS Field Operator & Vehicle & GPS Receiver	$ 120.00
All Terrain Vehicle (per day)	$ 55.00
Additional Vehicle (per day)	$ 60.00
Contract hourly rates include labor, overhead, and profit	

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

RFQ T2666 PLANNING FOR THE RONALD REAGAN CORRIDOR

VOLKERT

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SECTION 1

TRANSMITTAL LETTER

December 29, 2020
Johnny Grimaldo, Senior Purchasing Coordinator
Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

RE: RFQ T2666 Planning for Ronald Reagan Corridor

Celebrating 95 years in business, Volkert, Inc. is a full-service engineering firm committed to meeting our clients' needs. Although Volkert has only been in Texas since 2015, our staff has broad experience delivering quality engineering services to numerous municipalities and cities throughout the state. With the establishment of our Round Rock office in June 2020, Volkert solidified its commitment to Williamson County and the local community. Physical address and contact information is:

Point of Contact: **Arnold Gonzales, Jr., PE, CFM, LEED Green Associate**
Address: **801 E. Old Settlers Blvd., Suite 120, Round Rock, TX 78664**
Email: **arnold.gonzales@volkert.com**
Phone: **(737) 241-2436 office; (361) 648-2408 mobile**
Registration: **TBPE Firm #F-12679,** registered under Volkert corporate office (Mobile, AL)

With over 1,200 employees nationwide and 90 employees in Texas, Volkert has the available resources to serve Williamson County with offices in Austin, Round Rock, Rockwall, Houston, and Frisco. In addition to Williamson County, our local staff has worked on various transportation planning and design projects for clients such as the City of Austin, City of Round Rock, City of Cedar Park, City of Leander, Travis County, Hays County, and the Texas Department of Transportation (TxDOT). These projects typically include planning studies/reports, traffic analysis, design, permitting and construction-phase services that the Volkert team is uniquely configured to provide. Our team can add tremendous value to Williamson County in five major aspects that have led to successful programs for our clients and local communities:

- **Public-Sector Focused.** Volkert is focused solely on serving the public sector and purposely does not engage in private sector work locally that could present a potential conflict of interest.
- **Support from Construction Management SMEs.** Our strong construction engineering and inspection (CEI) staff aid in constructability reviews, preventing issues during construction and costly change orders.
- **Use of Latest 3-D Modeling Technology.** Our use of OpenRoads design and 3-D modeling enables us to avoid utility issues, minimize change orders, and costly design modifications in the field.
- **Utility and ROW Coordination.** We have in-house staff who are recognized regionally in the real estate and utility coordination fields to provide land acquisition services for ROW acquisition and utility coordination support including negotiations, transactions, and agreements.
- **Local Company.** With two offices located in the Austin/Central Texas area, Volkert is committed to serving its local communities in any way possible.

The Volkert team is entirely focused on meeting Williamson County's goals and delivering a project that is on time, on budget, and with quality that will last.

Respectfully,
Travis Falls, PE
Vice President and Principal-In-Charge
Volkert, Inc.

SECTION 2

ORGANIZATIONAL CHART

WILLIAMSON COUNTY
1848



VOLKERT
PROJECT PRINCIPAL
Travis Falls, PE
Austin, TX (50%)
Round Rock, TX (50%)



VOLKERT
PROJECT MANAGER
Arnold Gonzales, Jr, PE
Round Rock, TX (100%)



VOLKERT
QA/QC Manager
Trevor Reed, PE
Austin, TX (50%)
Rockwall, TX (50%)

VOLKERT
ROADWAY SCHEMATIC
Eric Galindo, PE
Round Rock, TX (100%)

LJA ENGINEERING
DRAINAGE
Derek Bohls, PE, CFM
Riley Sladek, PE
Round Rock, TX (100%)

wsb
ENVIRONMENTAL
Mike Chavez, RPA
Austin, TX (100%)

VOLKERT
STRUCTURES
Chris White, PE
Houston, TX (75%)
Austin, TX (25%)

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
SURVEY
Stephen Truesdale
Round Rock, TX (100%)

VOLKERT
ROW
Michael Glaros
Austin, TX (100%)

RABA KISTNER
GEOTECHNICAL
Yvonne Garcia Thomas, PE
Austin, TX (100%)

HICKS & COMPANY
ENVIRONMENTAL SUPPORT
CULTURAL RESOURCES
& KARST FEATURES
Brandon Young
Austin, TX (100%)

TEAM MEMBERS

WILLIAMSON COUNTY

VOLKERT, INC. (VKT)
801 E OLD SETTLERS BLVD, SUITE 120, ROUND ROCK, TEXAS

LJA ENGINEERING (LJA)
2700 LAFRONTERA BLVD., ROUND ROCK, TEXAS

WSB ENGINEERING (WSB)
1221 S. MOPAC EXPY., AUSTIN, TEXAS

INLAND GEODETICS (INL)
1504 CHISHOLM TRAIL RD., ROUND ROCK, TEXAS

RABA-KISTNER CONSULTANTS (RKC)
7900 CHEVY CHASE DR., AUSTIN, TEXAS

HICKS & COMPANY (HIC)
1504 W. 5TH ST., AUSTIN, TEXAS

See Appendix A for Resumes

SECTION 3

PROJECT MANAGER'S EXPERIENCE / QUALIFICATIONS

Our Project Manager, **Arnold Gonzales, Jr., PE,** will utilize his 20-plus years of experience in public and private sector projects to serve Williamson County as a seasoned professional with a strong understanding of infrastructure and development-driven projects in Williamson County. Arnold specializes in transportation planning (schematic and environmental) and roadway geometric design, and supplements those skills with a background in hydraulic/hydrologic analysis, drainage structure design, stormwater detention and water quality facility design, utility design and coordination, signing and pavement markings, traffic/pedestrian signal design, traffic control plans, bicycle and pedestrian facilities, stormwater pollution prevention planning, water protection and abatement plans (WPAP), NEPA environmental coordination and public involvement. Having spent over half of his career in the Central Texas area, Arnold has led or participated in roadway, traffic, and drainage design projects for various local clients such as Williamson County, TxDOT, CTRMA, City of Leander, City of Cedar Park, City of Round Rock, City of Hutto, City of Georgetown, City of Taylor, City of Austin, Travis County, and Hays County.

To facilitate the successful execution of this contract, Arnold will present a detailed Project Management Plan (PMP) based on the goals and expectations of the Director of Infrastructure and in accordance with the Long-Range Transportation Plan adopted by Williamson County. The PMP will guide the entire planning and design team based on the scope and schedule of this assignment and will detail all processes and procedures to be followed, including:

- Communication plan that lists contacts (design team, Williamson County staff, and stakeholders) and outlines communication protocols as well as an escalation ladder
- Quality management plan with processes for the entire team, including subproviders
- Documentation procedures (e.g., file naming, storage locations, meeting minutes, submittal checklists)
- Design schedules, which are updated monthly and used for lookahead activities and delay mitigation
- Resource tracking for the entire team to ensure adequate staffing
- Risk management plan with a resolution process
- Succession plan, including technology succession planning and project management redundancy

Arnold has successfully implemented this process on numerous projects and will be responsible for the day-to-day project management, including schedule and budget oversight along with appropriate staff resourcing. Part of this involves closely monitoring the subproviders and continually looking ahead of scheduled items to detect potential issues. Arnold will be proactive in developing solutions to potential problems before they are needed, communicating all issues with County staff/GEC, and maintaining the risk management plan to avoid costly delays. Arnold has had the honor of working on various Williamson County bond projects such as:

- **Corridor E1 (2018-2019)** – Planning and feasibility of approximately 3 mi of controlled access roadway along FM 3349 and CR 101 from US 79 to the future connection of Corridor A1 in southeast Hutto, including the development of interchange options over US 79 and UPRR Railroad.
- **Neenah Avenue Widening (2016-2017)** – Widening and reconstruction of approximately 0.6 mi of existing roadway from Olive Hill Drive to easternmost driveway of St. Dominic Savio H.S.
- **CR 119 (2015-2017)** – Planning and PS&E of approximately 2.3 mi of new roadway from Limmer Loop to Chandler Road.
- **Lakeline Blvd. Extension (2012-2013)** – Planning and PS&E of approximately 2.8 mi of new roadway from FM2243 to Crystal Falls Pkwy.
- **CR 138 (2010-2011)** – Widening and reconstruction of approximately 3 mi of existing roadway from NBFR of SH 130 to CR 137

Arnold currently serves as the office manager for Volkert's Round Rock location, is professionally licensed in Texas and Arizona, is a Certified Floodplain Manager, and holds a LEED Green Associate certification.

SECTION 4

TEAM'S EXPERIENCE / QUALIFICATIONS PROVIDING ROADWAY PLANNING AND / OR DESIGN

Our Roadway Planning Task Leader, **Eric Galindo, PE**, has 13 years of experience in transportation engineering with a focus on roadway planning and design. His project experience includes roadway, drainage, bridge, and traffic design and construction. Prior to joining Volkert, Eric spent the first half of his career at TxDOT in both the Austin and Dallas Districts. His time with TxDOT gave him in-depth knowledge of the complete project cycle, from planning and design, to construction and maintenance.

Eric has worked on similar projects with our proposed **Project Manager Arnold Gonzales** to develop design schematics and PS&E. Among these were the **CR 119 Improvements** and **Braker Lane II, Phase 2** projects. On the CR 119 Improvements project, Eric led the design of the proposed schematic improvements. On the Braker Lane II, Phase 2 project, Eric led the development of multiple alignment alternatives for Phase 2 (from 1.0 mi east of FM 973 to Taylor Lane) and Phase 3 (from Taylor Lane to Blake-Manor Lane) of the project within the following constraints:

- Avoid crossing an existing Austin Energy easement
- Optimize the vertical profile to minimize cut and fill and potential need to grading easements
- Maximize the developable area between the proposed roadway ROW and existing Austin Energy easement
- Optimize the tie-in at Taylor Lane (Phase 2)
- Minimize the length of the proposed bridge over an unnamed tributary to Gilleland Creek (Phase 3)

For each alternative alignment, Eric developed schematic exhibits showing the proposed roadway centerline, pavement, sidewalks, cross street tie-ins/driveways, cross culverts and bridges, existing and proposed ROW lines, and preliminary construction cost estimates.

Eric also has extensive schematic design experience for the development of operational improvements of controlled access facilities for TxDOT. He served as the Project Manager and Schematic Design Task Lead on the TxDOT San Antonio District **US 281 Basse Road and Jones Maltsberger Road** and **IH 410/US 281/San Pedro Avenue Improvements** schematic projects. On the US 281 Basse Road and Jones Maltsberger Road project, Eric led the schematic development of alternative intersections:

- Led an alternatives workshop with all task leads on the project to brainstorm access, mobility, and safety improvements at the interchanges
- Presented the alternatives to TxDOT and the City of San Antonio to screen the alternatives and choose a preferred alternative
- Presented the proposed schematic improvements during stakeholder meetings and public open house

On the and IH 410/US 281/San Pedro Avenue Improvements schematic project, Eric led the schematic development of operational improvements along 4.3 mi of IH 410 and 2.7 mi of US 281 near the San Antonio International Airport consisting of modifying ramps, weaving and merging segments, intersection improvements, and removing bottlenecks. Starting with a preliminary preferred alternative from a previous feasibility study, Eric developed additional alternative improvements to address public comments received during the feasibility study and optimize the design to further improve the traffic operations along both corridors including:

- Addition of braided entrance and exit ramps between Honeysuckle Lane and NW Military Highway to eliminate need for severing north-south connectivity of Honeysuckle Lane
- Realignment of section of frontage road between NW Military Highway and Blanco Road to eliminate extensive cross culvert construction and maximize spacing between exit ramp gore and intersection
- Addition of elevated collector-distributor (C-D) between NW Military Highway and San Pedro Avenue to maintain existing access while eliminating short weaving segment and avoiding traffic exiting to San Pedro Avenue going through the Blanco Road intersection
- Non-conventional bridge straddle bent reconstruction to significantly reduce the duration of the closure of the US 281 to WB IH 410 direct connector (DC) for the proposed widening of the existing WB exit ramp to San Pedro Avenue beneath the DC
- Led development of alternatives analysis memos, parking study and ROW impacts memo documenting design decisions during schematic development

SECTION 5

TEAM'S EXPERIENCE / QUALIFICATION PROVIDING ROADWAY DRAINAGE PLANNING AND / OR DESIGN

Volkert works hard to develop strong partnerships with quality consultants that complement our skills and bring relative regional experience to the team. LJA has joined the Volkert team to provide drainage support after having established a strong relationship on other current projects such as the **Mobility 35 Capital Expressway North and IH 10/US 69 Beaumont Interchange** projects. Through efficient communication and accountability, our firms have developed a trust and professional work ethic that we believe will benefit the County. LJA has produced drainage studies; designed for water quality, open-channel hydraulic, and closed drainage systems; added capacity; mitigated adverse impacts; and worked with existing flooding issues on over eight FEMA Floodplains projects for Central Texas cities and counties in the last five years. These projects included coordination with the Upper Brushy Creek WCID, Edward's Aquifer Protection Plans, new location roadway impacts, and Karst Zones. The result of LJA's approach and experience is a clear, concise report summarizing results of findings along every project discipline. Dedicated as drainage lead and support to this project will be the following LJA staff:

DEREK BOHLS, PE, CFM

16 YEARS OF EXPERIENCE // ROUND ROCK OFFICE

Derek's approach to design has won over the premiere local drainage experts at the Upper Brushy Creek WCID, TCEQ water quality reviewers, City of Round Rock Stormwater Program, City of Cedar Park Engineering, TxDOT Austin District, and CTRMA review teams. As an eminent leader in H & H assessment, community leaders rely on Derek to resolve their unique drainage challenges. His designs include water quality regulations and permitting, floodplain mapping, scour analysis, water quality BMP design, impact analysis and documentation, detention and retention design, storm sewer design, culvert design, energy dissipater design, erosion control and SW3P, and cost estimating associated with drainage structures. Derek brings a creative, innovative problem-solving mentality to H & H design, which benefits clients by navigating around the issues that arise during a design. He challenges himself and his team to produce multiple solutions to a single problem and determine the most efficient, cost-effective solution. Derek has performed this same role for 17 similar projects in the Central Texas area. His experience includes detailed design and impact analysis on highly developed/highly scrutinized controlled access projects like the MoPac Improvement Project in Austin and US 281 in San Antonio. He provides innovative solutions such as 2-D modeling to reduce costs during preliminary bridge design.

Derek will use his 16 years of experience to develop accurate bridge hydraulic models so that crossings pass future development peak flows, similar to his work on US 281. Derek also has significant experience on new location/major widening projects that require ROW. He will use this experience to develop ditch designs to a 30% PS&E level so that ROW can be preserved/acquired with confidence. Lastly, Derek has designed a multitude of water quality and detention facilities and will work with the roadway group to best identify locations and determine ROW needs, like he did on 183A.

RILEY SLADEK, PE

14 YEARS OF EXPERIENCE // ROUND ROCK OFFICE

Riley has 14 years of drainage design experience on multiple projects in Central Texas and across the state including new location, reconstruction, and widening in both rural and urban settings. He has worked on hundreds of FEMA stream crossings in the Central Texas area and will use that experience to develop cost efficient hydraulic crossings at the multiple FEMA streams on these corridors. Riley also has experience designing water quality and detention facilities, on New Hope Drive and US 281, which will likely be required on these corridors. Riley excels in his communication throughout the team to ensure the drainage design is coordinated with all other disciplines including roadway, structures, and utilities. Riley has worked with Derek for over 7 years and their experience together provides efficiencies for the County.

SECTION 6

TEAM'S EXPERIENCE / QUALIFICATIONS PROVIDING ROADWAY STRUCTURES PLANNING AND / OR DESIGN

Our Structures Task Leader, **Chris White, PE,** has been involved with bridge design and contractor support in Texas for over 35 years, beginning with the Downtown San Antonio Y projects in the 1980s to his current role as Bridge Task Leader for the **IH 10 Beaumont Cardinal Interchange** improvement project. Over the past six years he and his Houston-based bridge staff have worked together with both proposed **Project Principal Travis Falls** and **QA/QC Manager Trevor Reed** on projects throughout Texas, both large and small. Among these was the $107M IH 35 Mainlane and Frontage Road Improvements Project in San Marcos, where Chris served as Bridge Task Leader responsible for developing concepts and supervising all design and plans production for six replacement structures for the reconstruction of IH 35. Chris worked directly with project principals and TxDOT to phase bridge replacement at the IH 35/SH 123 overpass interchange and to replace four frontage road bridges over the San Marcos River and Willow Springs Creek. The river/creek bridges were designed and PS&E documents prepared to protect the environmental integrity of the waterways by restricting access during construction, similar to concerns that may exist with Lake Georgetown tributaries and other creeks along the Ronald Reagan Blvd. corridor.

Chris and his bridge staff are currently wrapping design of fifteen overpass and interchange direct connector bridges with Trevor and proposed **Roadway Schematic Task Leader Eric Galindo** on the **IH 10/US 69 Beaumont Cardinal Interchange Project**. The project is on an accelerated design and PS&E production schedule for completion in Spring 2021. Concurrent with the Cardinal Interchange Project, Chris' lead Senior Structural Engineer and Houston bridge staff are working closely on the design of fourteen bridges with our **Proposed Project Manager Arnold Gonzales** on the **IH 35 CapEx North Improvement** Project slated for completion in 2021. Volkert's Bridge Design staff, led by Chris, have also been involved with concept development and final design and plans for a variety of smaller projects in recent years, including a pair of IH 20 underpass structures in the Atlanta District, two box culvert/slab bridge replacements in Kaufman County and the 1,000-ft long FM 2100 bridge replacement over Luce Bayou in unincorporated Harris County.

Prior to joining Volkert, Chris spent his entire career planning and designing bridge projects throughout Texas and around the country, many with considerations similar to the proposed Ronald Reagan Blvd. improvements, such as: creek crossings with environmental concerns (IH 35, San Marcos; FM 2100, Harris County; US 290 Manor Expressway, Austin), interchange development (IH 410/SH 281 Interchange, San Antonio; IH 10, Beaumont), development of rural highway upgrades to limited access facility along future growth corridor (US 290 Manor Expressway, Austin), and special cut wall design and utility accommodation (FM 1960/Kuykendahl Road Underpass, Harris County.) He has also worked directly with contractors throughout his career, providing construction support services, reviewing post-design submittals and Requests-for-Information (RFIs), and working collaboratively with them on design/build and Construction Manager at Risk (CMAR) endeavors. Therefore, he has a unique perspective concerning design impacts on constructability.

Chris serves as Volkert's senior structural subject matter expert and is often tasked with the development of unique bridge designs for Districts throughout the state. In addition to leading the Volkert bridge design team, Chris is often asked to serve as an instructor or technical advisor for design courses relating to LRFD, precast/prestressed concrete, and AASHTO bridge design specifications.

SECTION 7

TEAM'S EXPERIENCE / QUALIFICATIONS PROVIDING ENVIRONMENTAL DOCUMENTATION AND CLEARANCE FOR ROADWAY PROJECTS IN CENTRAL TX

Based on previous Williamson County project experience, Arnold and the Volkert team understand the environmental sensitivity of these type of assignments. Transportation improvement projects often include the disturbance of various property types that require thorough investigation to prevent or mitigate adverse impacts to property owners and critical geographic features such as protected habitats or waterways. The Volkert environmental team, led by **WSB's Mike Chavez**, is built upon a thorough knowledge and history of environmental clearance for roadway projects in Williamson County and Central Texas. Mike brings extensive environmental regulatory experience and knowledge to the project having served as a TxDOT Project Delivery Manager, where he was tasked with producing and reviewing guidance on environmental rules, regulations, and public involvement procedures for TxDOT staff, local governments, and consultants. The environmental team will also be supported by **Hicks and Company** with whom Mike and Arnold have worked with for years on similar projects. Our teaming structure allows for efficiency in coordination, communication, and collaboration compared to a multi-team structure, resulting in streamlined project delivery. In addition to general environmental support redundancy, Hicks brings broad technical strengths, decades of Central Texas experience, and an overall commitment to quality that matches Volkert's strategy is undoubtedly expected by Williamson County staff and the GEC.

Mike has the unique ability to problem solve and identify solutions to streamline the environmental process. Mike is often brought in on the most complex and controversial projects with tight schedules to manage the project timelines and deliver results. His knowledge of local, state, and federal environmental compliance requirements includes documentation standards that allow for minimal to no revisions in the event of funding changes. This applies to due diligence documentation for locally funded projects pertaining to impacts to cultural resources (Antiquities Code), jurisdictional waters (Clean Waters Act), threatened and endangered species (Endangered Species Act), and hazardous materials. An example of this knowledge was seen on the Loop 1604 project in San Antonio, where the project was initially cleared as a state project, but a funding change required federal clearance. Mike was able to manage revisions to documentation and quickly initiate coordination with federal partners to meet the project schedule.

SIMILAR PROJECT, LOCATION	RELEVANCE
183A, PHASE III Williamson County	Controlled Access Facility, planning, ENV documentation, water resource impacts
SH 45SW Travis County	Controlled Access Facility, planning, ENV documentation, water resource impacts, endangered species impacts, public controversy
US 281, LOOP 1604 TO BORGFELD ROAD Bexar County	Controlled Access Facility, planning, ENV documentation, water resource impacts, endangered species impacts, public controversy
LOOP 1604, POTRANCO ROAD TO FM 471 Bexar County	Controlled Access Facility, planning, ENV documentation, endangered species impacts, public controversy

Additional relevant Central Texas experience: 183 North Reevaluation (Travis/Williamson County), Scientific Services - Environmental Documentation Services Contract (Central Texas), Ronald Reagan Intersections Project (Williamson County), RM 967 Project (Hays County), RM 620 Railroad Grade Separation (Williamson County), RM 620 Reevaluation- Cornerwood Drive to Wyoming Springs Drive (Williamson County).

SECTION 8

TEAM'S CURRENT COMMITMENTS

TRAVIS FALLS, PE - PROJECT PRINCIPAL, VOLKERT

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
Capital Express North IH35	Current Project	50%	November 2021
Mobility 35 IH 35 @ SH 123	Current Project	10%	December 2020
Williamson County CR 255/CR 258	Existing Proposal	10%	January 2021
City of Austin ATD Rotation List	Existing Proposal	5%	December 2020

Proposed time commitment for Williamson County project: 25%

ARNOLD GONZALES, PE– PROJECT MANAGER, VOLKERT

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
Capital Express North IH35	Current Project	25%	November 2021
Mobility 35 IH 35 @ SH 123	Current Project	5%	December 2020
Williamson County CR 255/CR 258	Existing Proposal	25%	January 2021
City of Austin ATD Rotation List	Existing Proposal	5%	December 2020

Proposed time commitment for Williamson County project: 60% (availability at NTP: 60%)

TREVOR REED, PE – QA/QC, VOLKERT

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
IH 10/US 69 Beaumont Interchanges	Current Project	25%	December 2021
Capital Express North IH35	Current Project	10%	November 2021
City of Early	Current Project	10%	March 2021
Williamson County CR 255/CR 258	Existing Proposal	10%	January 2021

Proposed time commitment for Williamson County project: 45% (availability at NTP: 45%)

ERIC GALINDO, PE– ROADWAY (SCHEMATIC), VOLKERT

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
IH 10/US 69 Beaumont Interchanges	Current Project	20%	December 2021
FM 2100	Current Project	5%	March 2021
Williamson County CR 255/CR 258	Existing Proposal	20%	January 2021
City of Austin ATD Rotation List	Existing Proposal	5%	December 2020

Proposed time commitment for Williamson County project: 50% (availability at NTP: 50%)

SECTION 8

TEAM'S CURRENT COMMITMENTS

DEREK BOHLS, PE, CFM– DRAINAGE, LJA

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
Liberty Hill Bypass	Current Project	20%	March 2021
Southwest Bypass	Current Project	20%	December 2020
New Hope Drive	Current Project	10%	October 2021
Red Bud Lane	Current Project	20%	December 2021
Williamson County CR 255/CR 258	Existing Proposal	20%	January 2021
Various Assignments	—	10%	Ongoing

Proposed time commitment for Williamson County project: 30% (availability at NTP: 60%)

RILEY SLADEK, PE– DRAINAGE, LJA

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
SL 195	Current Project	20%	June 2021
Liberty Hill Bypass	Current Project	30%	March 2021
Southwest Bypass	Current Project	20%	January 2021
Williamson County CR 255/CR 258	Existing Proposal	20%	January 2021
Various Assignments	—	10%	Ongoing

Proposed time commitment for Williamson County project: 30% (availability at NTP: 60%)

MIKE CHAVEZ, RPA – ENVIRONMENTAL, WSB

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
I-94 Project	Current Project	5%	July 2022
Lake Farley Bridge CE	Current Project	5%	January 2020
RM 967	Current Project	5%	January 2020
TxDOT-ENV Document Preparation	Existing Proposal	10%	—

Proposed time commitment for Williamson County project: 75% (availability at NTP: 75%)

SECTION 8

TEAM'S CURRENT COMMITMENTS

CHRISTOPHER WHITE, PE – STRUCTURES, VOLKERT

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
IH 10/US 69 Beaumont Interchanges (Cardinal)	Current Project	50%	May 2021
IH 10/US 69 Beaumont Interchanges (Eastex)	Current Project	25%	June 2020 - March 2021
Williamson County CR 255/CR 258	Existing Proposal	25%	January 2021

Proposed time commitment for Williamson County project: 25% (availability at NTP: 25%)

STEPHEN TRUESDALE, RPLS – SURVEY, INLAND GEODETICS

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
CR 305 – Jarrell, TX	Current Project	5%	June 2021 (40% complete)
CR 275 Design Topo – Liberty Hill, TX	Current Project	10%	March 2021 (80% complete)
CR 110 ROW Acq. Survey	Current Project	10%	June 2021 (20% complete)
CR 314 – Jarrell, TX	Current Project	5%	March 2021 (40% complete)
CR 332 – Jarrell, TX	Current Project	5%	April 2021 (50% complete)
Corridor D – Control and Alignment Ground Truthing	Current Project	5%	June 2021 (20% complete)
CR 279 ROW Acq. Survey	Existing Proposal	10%	—

Proposed time commitment for Williamson County project: 50% (availability at NTP: 50%)

MICHAEL GLAROS – ROW, VOLKERT

At this time, Michael has no time commitments associated with current projects or projects in existing proposals.
Proposed time commitment for Williamson County project: 50%

YVONNE THOMAS, PE – GEOTECHNICAL, RABA KISTNER

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
Hernandez Middle School Gym	Current Project	10%	March 2021
Heatherwilde Subdivision Pavement	Current Project	10%	November 2021
Heritage Trail West, Round Rock	Existing Proposal	10%	—
University Blvd. Reconstruction	Existing Proposal	20%	—

Proposed time commitment for Williamson County project: 45% (availability at NTP: 45%)

SECTION 8

TEAM'S CURRENT COMMITMENTS

BRANDON YOUNG – ENVIRONMENTAL SUPPORT, HICKS

Project Name	Current Project or Existing Proposal?	% of Time Commitment	Anticipated Completion Date
TxDOT Oak Hill Parkway	Current Project	5%	August 2025
Wilco CR 245 Improvements	Current Project	5%	March 2021
FM 2931	Current Project	10%	June 2021
SL 390	Current Project	5%	August 2022
FM 1488	Current Project	5%	February 2021
City of Kyle's Elliot Branch Wastewater Line	Current Project	5%	June 2021
LP 494 Bridge Replacement	Current Project	5%	May 2021
City of Austin Stassney Lane Drainage Improvements	Current Project	5%	April 2021
City of Austin Upper Harris Branch Wastewater Interceptor	Current Project	5%	March 2021
Capitol Complex, Phase II	Existing Proposal	10%	—

Proposed time commitment for Williamson County project: 40%

SECTION 9

PROJECT UNDERSTANDING AND APPROACH FOR PLANNING FOR RONALD REAGAN CORRIDOR

This segment of Ronald Reagan Blvd. is designated as a future controlled access facility (four- to six-lane per the current 2035 LRTP) from FM 2243 to IH 35. Approximately 24 miles in length, this facility serves traffic from western to northern Williamson County, connecting the cities of Cedar Park and Leander. Much of the existing roadway consists of a rural two-lane roadway with shoulders from just north of SH 29 to IH 35 within varying right-of-way. The southernmost terminus of this segment is currently configured in a four-lane divided roadway section from FM 2243 to approximately 1,600 ft north of SH 29.

Our understanding is that this design will require the development of two to three additional lanes in each direction along with frontage roads and future on/off ramp locations to accommodate key intersections with the required right-of-way footprint established for the ultimate conditions. Utilizing as much of the existing roadway as possible for traffic maintenance during construction and/or expansion of the mainlanes/frontage roads, our team will address five critical elements to achieve the successful development of an approved schematic and environmental clearance:

1. Route Analysis and Schematic Development
2. Project Constraints Identification
3. Environmental Evaluation and Clearance Requirements
4. Right-of-Way Determination
5. Cost Estimating and Budget Management

Volkert's Schematic Development Approach for Ronald Reagan Corridor:

- Confirm design criteria based on roadway classification and design speed of the facility, including horizontal curvature, superelevation, profile grades, clear zone, vertical clearance, lane widths, and shoulder widths.
- Review current roadway geometry to identify and document all locations or element not meeting design criteria and present the County with recommendations to remedy each issue.
- Identify constraints along route for ROW, access, drainage, water quality (EA recharge and contributing zones), and operational impacts and then develop solutions to each constraint, including the ramp locations and access management for the additional lanes.
- Coordinate with County and adjacent segment consultants as needed to ensure efficient adjacent project tie-ins and avoid wasted work or redundant efforts. Develop .kmz files to aid in coordination and planning.
- Analyze traffic volume projections including traffic mix, anticipated vehicle types (WB-67/62), and potential operational impacts to critical intersections for overpass/underpass alternatives.
- Review utilities and analyze all proposed project elements for potential refinements that may mitigate unnecessary conflicts. Prioritize long-lead-time utility stakeholders, such as OH transmission lines.
- Engage in-house construction subject matter experts to evaluate constructability including potential schedule issues, cost-saving measures, construction quality concerns, and traffic control planning.
- Develop a NEPA-ready environmental document. Follow the NEPA process, including a thorough catalog of existing constraints, commitments, permitting, schedule impacts, and mitigation approaches for schematic development and environmental approval should federal funding be acquired.
- Build an OpenRoads 3-D model of the proposed roadway, bridge, and drainage elements along with all existing environmental constraints, utilities, and ROW.
- Utilize model to develop final ROW footprint including utility accommodations, drainage conveyance, water quality BMPs, temporary/permanent easements, and development considerations (residential/commercial).
- Provide current and accurate cost estimates for base design and potential alternatives including pavement options, construction phasing and value engineering options (e.g., widening vs. reconstruction), and bridge structure options (box beam vs. I-girder).

Example Location: Possible expansion of SH 195 bridge and future NB/SB frontage road tie-ins to overpass.



APPENDIX A

RESUMES

See next page

TRAVIS FALLS, PE

Project Principal



PERSONNEL BIO

Travis currently serves as the Texas Region Engineering Operations Manager for Volkert and has been responsible for the project management of local, state route and interstate projects throughout Texas. Travis' design experience resides in the areas of transportation planning, drainage, traffic control, horizontal and vertical alignments, interchange design, erosion and sediment control plans, traffic signal design, streetscapes, maintenance of traffic, parking lot design, and QA/QC. A few of Travis' transportation projects from the last 25 years are listed below:

PREVIOUS EXPERIENCE

IH 35 From US 290 to SH 45, Texas Department of Transportation
Travis County, Texas

Travis is the Project Manager for design of the $400M Capital Express North Project for the TxDOT Austin District. The project will improve operational efficiency by adding one managed lane in each direction on IH 35, relocating ramps, adding capacity to the frontage roads, and adding a shared-use path. Managed lanes are proposed in high-congestion areas where right of way is limited.

The project includes the engineering design of the frontage road widening and reconstruction, as well as the intersections and bridges within the project limits. The Wells Branch Parkway interchange will be converted into a diverging diamond interchange (DDI) and the new shared-use path will improve bicycle and pedestrian accommodations along IH 35 frontage roads and at east/west crossings.

Texas Department of Transportation, Hays County, Texas
IH 35 Interchange at SH 123

- Project Manager and Engineer for the design of the $107M reconstruction of IH 35 for approximately 1 mi, including the SH123 interchange and one-way pair frontage roads.
- Project included raising IH 35 approximately 8 ft to new freight corridor vertical clearances, raising four frontage road bridges over the San Marcos River and Willow Springs Creek and reconfiguration of six ramps.
- Project required high mast lighting, landscaping, traffic signals, overhead signing, and retaining walls.
- Project included modeling the San Marcos River, FEMA floodplain, water quality structures, HazMat structures, and Edwards Aquifer protection.

Tennessee Department of Transportation, Shelby County, Tennessee
IH 55 Interchange at Mallory Avenue

- Project Manager and Engineer for the design of approximately 1 mi of IH 55 at Mallory Avenue.
- Project included raising IH 55 approximately 9 ft to upgrade to 60 mph design speed.
- The project also included a signalized single point urban interchange (SPUI), modification to approximately 1.5 mi of urban roadways, intersection design, signal design, lighting design, signing and pavement markings, retaining walls, seven bridges, railroad coordination, railroad pre-empt signals, closed drainage system, and grade separated interstate.
- Complex traffic control plans were developed to include temporary bridge widening, detours, temporary railroad crossings and interstate ramp closures.
- Designer of the PowerPoint continuous loop presentation with voice over to communicate this complex project to the community.
- This project was the prototype for the Tennessee Department of Transportation for their new public involvement process.

EDUCATION:

M.S., Civil Engineering
Summa Cum Laude
Vanderbilt University

B.S., Civil Engineering
Magna Cum Laude
Vanderbilt University

REGISTRATIONS:

Professional Engineer
Alabama # 29012
Kentucky # 23600
Michigan # 621058222
Tennessee # 107451
Texas # 106749

TDEC EPSC Level 1

WORK HISTORY:

2014 - Present
Volkert, Inc.

2007 - 2014
RW Armstrong

1989 - 2007
CTE|AECOM

PROFESSIONAL ACTIVITIES:

American Society of Civil Engineers

Institute of Transportation Engineers

American Society of Highway Engineers

ACEC – Transportation Chair

VOLKERT

TRAVIS FALLS, PE

Project Principal



PREVIOUS EXPERIENCE

Texas Department of Transportation, Tarrant County, Texas, Independent Engineer for North Tarrant Expressway (IH 35W) D/B

- The $1.8B project included reconstruction and widening of IH 35 from IH 820 to IH 30 in Fort Worth, Texas.
- Design Project Lead for the Independent Engineer of a Design-Build-Operate-Maintain managed lanes project in Fort Worth, Texas.
- Manage/coordinate the reviews of the Developer's design to ensure compliance with the technical requirements.
- Conduct regular design quality assurance audits to verify compliance with the project management plan.

Williamson County, Texas, CR 110

- Project Principal and QC manager for the widening and relocation of approximately 2.1 mi of CR 110.
- Project included upgrading the two-lane roadway to a six-lane facility. Additional project details included intersection improvements, utility relocations, drainage improvements, wetland mitigations, sidewalks, and phased construction approach.

Hays County, Texas, IH 35 Ramp Reversal

- Project Director for the preparation of geometric schematics and PS&E for the relocation of access ramps for new economic development sites.
- Scoped items include an interchange access study, roadway design, hydraulic design, ROW engineering, water quality design, traffic control, erosion control, bridge design, and signing and striping.

Indiana Department of Transportation, Fishers/Carmel, Indiana, US 31

- Project Lead for the concept design and public relations of the reconstruction of US 31 from Rangeline Road to 151st Street.
- Project included converting a full access arterial into a controlled access facility with two interchanges.
- Project included extensive public meetings and Community Advisory Committee (CACs) to get consensus on access points and maintenance of traffic.

Metropolitan Nashville Public Works, Nashville, Tennessee, High Priority Intersection Improvement Project

- Project Manager and Lead Engineer for the evaluation of all intersections in Davidson County to determine the top 30 unsafe intersections.
- Evaluation process included review of the Nashville Police Department reports, site visits, and Collision View software
- Estimated costs were developed and compared against potential reduction in crashes.
- Project focus on increasing capacity, safety, and operational improvements to the various intersections. The projects were prioritized based on review of crash data, site visits and Collision View software that determines the frequency, severity, and probable cause of crashes at the intersections. Evaluation of intersection geometry, signage, pavement markings, signalization and available sight distance were reviewed.
- Project also consisted of detailed design and construction inspection of the approved countermeasures.

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TRAVIS FALLS, PE

Project Principal



PREVIOUS EXPERIENCE

Louisiana Department of Transportation and Development, Orleans and St. Tammary Parish, Louisiana, Rigolets Pass Bridge – US 90 and LA 433

- Project Engineer for the US 90 approaches for the Rigolets Pass bridge.
- US 90 is currently designated as an evacuation route, though the existing roadway is located below the floodplain.
- This combined with substandard earthwork materials increased the complexity for traffic control during construction.
- Detailed phasing plans were created to allow for both the construction of the new construction, through pre-stressed loading, and maintaining all requirements for an evacuation route.

Comprehensive Transportation Network Plan, City of Franklin, TN

- Project Manager responsible for the development of a comprehensive plan to integrate vehicular, transit, bike and pedestrian modes of transportation.
- Project included travel demand model of city in coordination with the Nashville MPO's regional model, transit study, pedestrian study, bike plan, trail plan, traffic modeling and LOS analysis, public and stakeholder participation, and land use planning.
- Project included cost estimations for projects as well as prioritization of projects to be included in the CIP.

Road Safety Audit, Tennessee Department of Transportation, Nashville, Tennessee

- Project Manager for over 30 field reviews as part of a multi-disciplinary team performing road safety audits.
- Road safety audit locations generally consist of several miles of two-lane roadways.
- Reviewed crash data, documented site conditions, and developed formal report for TDOT.
- Developed plan sheets with proposed improvements superimposed on aerial photography with detailed written guidance to document the proposed improvements.
- Developed quantity estimate, cost estimates and "no-plans" contract documents used by TDOT to implement the improvements.

Roadway Departure Action Plan, Tennessee Department of Transportation, Nashville, Tennessee

- Project Principal to develop and implement a pilot program in Tennessee to reduce roadway departure crashes.
- Roadway segments identified by the Federal Highway Administration were field visited, conditions documented and countermeasures recommended for each roadway segment.
- The pilot program included two construction districts and approximately 96 miles of roadway improvements.
- Developed plan sheets with proposed improvements superimposed on aerial photography with detailed written guidance to document the proposed improvements.
- Developed quantity estimate, cost estimates and "no-plans" contract documents used by TDOT to implement the improvements.
- Developed guidance manual outlining the process for use by TDOT and other consultants for implementing the Roadway Departure Action Plan across the State of Tennessee.

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TRAVIS FALLS, PE

Project Principal



PREVIOUS EXPERIENCE

Metropolitan Nashville Public Works, Davidson County, Tennessee, High Priority Intersection Improvement Project

- Project Manager and Lead Engineer for the evaluation of all intersections in Davidson County to determine the top 20 (non-state highway) unsafe intersections.
- Evaluation process included review of the Nashville Police Department reports, site visits, and Collision View software.
- Estimated costs were developed and compared against potential reduction in crashes.
- Project focus on increasing capacity, safety, and operational improvements to the various intersections. The projects were prioritized based on review of crash data, site visits and Collision View software that determines the frequency, severity, and probable cause of crashes at the intersections. Evaluation of intersection geometry, signage, pavement markings, signalization and available sight distance were reviewed.
- Project also consists of detailed design and construction inspection of the approved countermeasures.

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ARNOLD GONZALES, JR. PE, CFM, LEED GA

PROJECT MANAGER



PERSONNEL BIO

Arnold Gonzales brings over 20 years of experience to the management of transportation and site development projects. He has used his skills in various engineering design, team building, and project management positions for the development of schematics, construction plans, specifications, and cost estimates for both engineering and construction projects, including local and regulatory permitting and construction phase support. He specializes in transportation planning, roadway geometric design, hydraulic analysis, drainage structure design, stormwater detention and water quality facility design, utility design and coordination, signing and pavement markings, traffic/pedestrian signal design, traffic control plans, bicycle and pedestrian facilities, stormwater pollution prevention planning, NEPA environmental coordination, water protection and abatement plans (WPAP), and commercial and residential site development.

PREVIOUS EXPERIENCE

Corridor E1 Improvements (FM 3349) (Hutto, Williamson County, Texas)

Located in Hutto, this project was established as part of the Williamson County Road Bond Program in Precinct 4 and consists of the planning/feasibility of introducing a new major arterial from the intersection of County Road 101/FM 3349 and US 79 to the terminus of future Corridor A1. CR 101 and FM 3349 are currently two-lane, north-south rural roads with the surrounding area consisting of flat farm and ranch land. A full access-controlled freeway with four to six mainlanes and four to six frontage road lanes with approximately 350 ft of right of way (ROW) is planned for this corridor, including an ultimate multi-level interchange at US 79 and at the intersection with Corridor A1. Arnold's team led the preliminary schematic development, NEPA-ready environmental assessment, public engagement, and cost estimating for the County's consideration.

Responsibilities included:

- Daily management of all design team operations and serving technical support for the team
- Serving as primary POC with GEC for daily design coordination, troubleshooting, and communication of all schedule or budget impacts
- Assisting with scope, fee, and level of effort development for work assignments and proposals
- Development of schematic exhibits, typical sections, and details for evaluation of design elements such as controlled access lanes, ROW and property impacts, critical drainage crossings and bridges, overpasses, and future roadway expansions
- Daily communication with environmental team to account for critical design constraints such as heritage farms, cemeteries, habitats, and waterways in the schematic route determination
- Facilitating the internal QA/QC process for all layouts and exhibits submitted to GEC and Williamson County
- Providing technical support to GEC and Williamson County for all public involvement and informational meetings
- Development of accurate cost estimates for various route alternatives and construction phasing

EDUCATION:

B.S., Civil Engineering
University of Texas

REGISTRATIONS:

Professional Engineer:
Texas - 98234
Arizona - 61636

CFM No. 1667-09N

LEED Green Associate - No. 10609206

TxDOT Local Government Project Procedures

WORK HISTORY:

2020 - Present
Volkert, Inc.

2017 - 2020
BGE

2016-2017
Stantec

2013 - 2016
Bury

2008 - 2013
Baker-Aicklen & Associates Inc.

PROFESSIONAL ACTIVITIES:

AMERICAN SOCIETY OF CIVIL ENGINEERS

REAL ESTATE COUNCIL OF AUSTIN
Transportation Committee Member

WOMEN'S TRANSPORTATION SEMINAR

INSTITUTE OF TRANSPORTATION ENGINEERS

AUSTIN CHAMBER OF COMMERCE
Transportation Committee Member

GREEN BUILDING CERTIFICATION INSTITUTE

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ARNOLD GONZALES, JR. PE, CFM, LEED GA

PROJECT MANAGER



PREVIOUS EXPERIENCE

IH 35 Capital Express North – TxDOT AUS District (Travis County, Texas)

As part of TxDOT's Mobility 35 Improvements Program, IH 35 improvements for approximately 13 mi from SH 45 in Williamson County to US 290 in Travis County, Austin, Texas. Project scope included mainlane and frontage road widening and reconstruction, adding two 12-ft managed lanes, implementation of four new collector-distributor systems, 15 new bridges, a diverging diamond interchange at Wells Branch Blvd., 10-ft shared-use path on both sides, ITS, new traffic signals, utility relocations, and drainage improvements.

With Arnold serving as Deputy PM, Volkert is providing engineering design services, including complete plans, specifications and estimates (PS&E) design that encompasses roadway, safety elements, 3-D corridor modeling, hydrologic and hydraulic analysis, safety evaluation/implementation, and bridge design. The project will improve operational efficiency by adding one managed lane in each direction on IH 35, relocating ramps, adding capacity to the frontage roads, and adding a shared-use path. Managed lanes are designed to provide a less congested route than adjacent general-purpose lanes during peak periods for qualifying vehicles. These lanes control access by placing restrictions on use, such as the number of passengers and types of vehicles. The Wells Branch Parkway interchange will be converted into a diverging diamond interchange (DDI) and the new shared-use path will improve bicycle and pedestrian accommodations along IH 35 frontage roads and at east/west crossings.

Critical design elements Arnold is managing on a day-to-day basis include:

- Minimizing right-of-way acquisitions and impacts to adjacent commercial sites
- Coordination with new commercial developments for compatibility and access
- Access management evaluations and ensuring proper driveway design
- Updating horizontal and vertical roadway alignments to eliminate design deficiencies (i.e., meeting minimum k-values, superelevation corrections, drainage improvements to prevent ponding)
- Designing sufficient ramp and lane merging transition lengths from frontage roads to mainlanes
- Adding adequate barrier protection to retaining walls, clear zone encroachments, and high-mast lighting structures
- Providing adequate travel lane widths on bridges to maintain existing through traffic capacity during construction
- New storm sewer and detention facilities to accommodate new roadway widening and profile improvements
- Ensuring efficient and timely utility coordination and planning for water, waste water, communication, gas, and electric utilities along the corridor.

Volkert was contracted ahead of schedule specifically to assist with the schematic transition to PS&E; as part of that transition, we leveraged 3-D technology to ensure ROW encroachments were accurately captured and conveyed during the environmental process. As lead designer, Volkert has identified and mitigated several issues associated with traffic control phasing and bridge construction optimization and, to date, we have remained under budget compared to the initial planned budget.

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ARNOLD GONZALES, JR. PE, CFM, LEED GA

PROJECT MANAGER



PREVIOUS EXPERIENCE

South Lamar Boulevard Corridor Improvements (City of Austin, Texas)

Transportation and mobility improvements along 3 mi of South Lamar Blvd from US 290 (Ben White Blvd) to Barton Springs Rd including lane dieting, new raised concrete medians, shared-use paths, new traffic signals, CapMetro transit accommodations, storm sewer adjustments, utility relocations, urban street design elements, and landscaping on both sides of the roadway. The goal is to improve safety and accessibility and create a multimodal transportation system to support the growing mixed-use, pedestrian, and bicycle traffic patterns.

As Deputy PM and Project Professional, Arnold managed day-to-day operations for the schematic refinement development of PS&E, including efforts to minimize ROW impacts, implement access management strategies, and incorporate CapMetro transit facilities.

Responsibilities included:

- Daily management of all design team operations and serving technical support for the team
- Serving as primary POC with CPO PM for daily design coordination, troubleshooting, and communication of all schedule or budget impacts
- Processing work, task, and design directives through e-Builder for proper record keeping and workflow monitoring
- Assisting with scope, fee, and level of effort development for work assignments and proposals
- Daily communication with all subconsultant partners to ensure assignments, deliverables, and schedules were being met
- Managing the ultimate development of plans, details, specifications, and estimates for all design deliverables
- Facilitating the internal QA/QC process for all plan deliverables
- Providing technical support for all public involvement and informational meetings
- Ensuring compliance with City of Austin Mobility design criteria, coordinating all required permitting through the City of Austin Departments and Corridor Mobility Program offices

CR 119 Improvements (Hutto, Williamson County, Texas)

2.3-mi extension of CR 119 from Limmer Loop to Chandler Road to serve local farmers and large wheel-based vehicles transporting harvested crops. The first phase of the project consisted of the design and construction of the first two lanes of a future four-lane facility with turn lanes at major intersections, as well as bridge-class drainage structure design and analysis. The requirements of this project included an environmental assessment, drainage analysis, geotechnical investigation, utility coordination and relocations, traffic signal design, schematic design and final PS&E. Several ROW parcels were impacted and required extensive property owner coordination and public involvement.

Serving as Project Manager, Arnold led the team in performing preliminary and final engineering services for the design and construction including alternative route analysis, schematic development, and final construction plans.

Responsibilities included:

- Route studies. Determined the proposed route from Limmer Loop to Chandler Road and provided three alternative routes along with their

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ARNOLD GONZALES, JR. PE, CFM, LEED GA

PROJECT MANAGER



PREVIOUS EXPERIENCE

design, land, and cost impacts to be evaluated by the County Commissioner of Precinct 4 and Williamson County staff.

- Environmental documentation. Coordinated with subconsultant partners to perform an intensive archeological survey and environmental report, which included coordination with the Texas Commission on Environmental Quality (TCEQ), U.S. Fish & Wildlife, Army Corp of Engineers, Texas Historical Commission (THC), and Williamson County.
- Drainage analysis. Served as lead drainage designer for development of the watershed model of existing and proposed conditions to identify effects of the proposed facility on adjacent properties and provide designs for five cross-drainage structures, seven driveway culverts, and two underground storm drain systems.
- Schematic design. Managed the establishment of final horizontal and vertical layouts of all elements of the roadway, including intersection layouts and typical sections.
- Detailed PS&E. After approval of schematic design, Arnold managed all plan development and dedicated resources to establish full construction documentation. This included traffic control, SW3P, horizontal and vertical data sheets, plan & profile sheets, hydraulic calculations, drainage area maps, intersection layouts, storm sewer plan and profile sheets, retaining wall layouts, signal plans, roadway cross-sections, signage, striping and pavement marking plans.
- Served as primary POC with Williamson County GEC and staff for daily design coordination, troubleshooting, and communication of all schedule or budget impacts.
- Facilitated the internal QA/QC process for all plan deliverables.

Other Relevant Williamson County Project Experience:

Lakeline Blvd. Extension (2012-2013) – Planning and PS&E of approximately 2.8 mi of new roadway from FM2243 to Crystal Falls Pkwy.

Neenah Avenue Widening (2016-2017) – Widening and reconstruction of approximately 0.6 mi of existing roadway from Olive Hill Drive to easternmost driveway of St. Dominic Savio H.S.

CR 138 (2010-2011) – Widening and reconstruction of approximately 3 mi of existing roadway from NBFR of SH 130 to CR 137

VOLKERT

TREVOR REED, PE

QA / QC Manager



PERSONNEL BIO

Trevor's responsibilities include roles in designing and developing plans, specifications and estimates (PS&E) for state, local and private transportation projects, construction engineering and management, and delivery of programmatic oversight services for strategic state highway projects. Currently, he serves as Project Manager for Volkert's design team in Texas. He is active in leading our team by developing, implementing and maintaining processes and procedures to ensure delivery of services for design and construction assignments.

In all roles, he seeks to develop best practices and implement useful technologies involving real time data collection for design, CEI, and program services. He works diligently with the clients, contractors and third parties to ensure the construction and delivery of high-quality roadway projects.

PROJECT EXPERIENCE

Capital Express North – IH 35 – Austin, Texas

Trevor served as the Roadway and 3-D Modeling task lead to form a team responsible for creating an approximate 7+ mile 3-D corridor featuring an IH 35 mainlane widening, frontage road system, collector-distributor system and proposed diverting diamond interchange. As part of the effort, Trevor lead the team to create a feature definition template and robust template library to facilitate efficient operation and staffing to create the entire model. Throughout the process, Trevor coached a team of 8 staff members responsible for overall design development, including:

- Development and design of 3-D roadway model for corridor
- Development of bridge models and integration with roadway
- Development of 3-D utilities for conflict analysis
- Development of traffic control strategies and design of each phase and step of overall construction approach

IH 35 at SH 123 in San Marcos, Texas

Trevor served as roadway task lead and 3-D modeling task lead for the $105M reconstruction project. Trevor successfully produced not only 3-D models, but 4-D models that incorporate schedule elements for key traffic control phasing operations that provided key constructability proof of concept to build the new overpass bridge in two phases rather than three, saving six months of construction and providing a higher quality roadway. Additionally, Trevor leveraged 3-D modeling techniques and processes through the use of OpenRoads tools to detail driveway tie-downs, new ADA pathways, and San Marcos river bridges within the existing ROW. Detailed 3-D existing and proposed utilities were incorporated as well as 3-D drainage elements to expedite conflict analysis and resolve issues, as well as:

- Design of SW3P measures to protect the San Marcos River and Willow Springs tributary with consideration for endangered species
- Development and design of detailed traffic control plans including temporary ramp alignments, phasing strategy, incorporation of joint-bid City of San Marcos Water and Wastewater facilities
- Design of pedestrian pathways throughout project and incorporation of temporary pathways and river protection for recreational river traffic
- Preservation of super fund site limits adjacent to project through design of mill and inlay approach without excessive excavation
- Design of proposed roadway alignment for all mainlane and frontage road sections
- Detailed design of driveway facilities including commercial and residential property access points
- Performed detailed project controls audit of all deliverables and contract documents, including project management plan and associated QC processes
- Implemented system and process updates as a result of project controls audit

EDUCATION:

B.S., Civil Engineering
Texas Tech University

REGISTRATIONS:

Texas Professional Engineer
License #115984

WORK HISTORY:

2016-Present
Volkert, Inc.
2009-2016
H.W. Lochner

SKILLS:

OpenRoads
Process and Quality Auditing
Design Review and Quality Assurance
Project Controls
Owner Verification Inspection and Testing

CERTIFICATIONS:

TxDOT Precertifications
1.5.1
3.2.1
4.2.1
8.1.1
10.1.1
10.2.1
11.1.1
18.5.1

VOLKERT

TREVOR REED, PE

QA / QC Manager



PROJECT EXPERIENCE CONTINUED

FM 494 Widening – Pharr, Texas ($19.8M):
Project Manager and Engineer of Record for the two-phase development of FM 494 from a rural two-lane facility to a five-lane urban section. Project included the development of a 3-D corridor to support key decisions in schematic revisions and produced useable models for drainage analysis. Unique project features included an inundated sheet pile wall design through an existing pond to mitigate ROW issues and design through a historically significant citrus grove agricultural property. Trevor's responsibilities for this project included:

- Update of geometric schematic files to PS&E detailed design
- Daily management of all design team operations and serve as technical leader and support
- Primary point of contact with the Pharr District including POC with stakeholders
- Coordinated with utility providers and ROW division to finalize ROW limits
- Coordinated prep ROW limits with new ROW purchases including installation of fence and associated landscape features
- Daily coordination of subconsultant work forces
- Performing quality control and quality assurance reviews of all deliverables
- Project coordination with adjacent projects by others
- Design of horizontal and vertical profiles for entirety of project
- Development of final pavement design approach and special pavement design for grade constrained areas in crossings with utility districts
- Development and design of drainage solutions including on-site and off-site detention areas. Coordinated with drainage district for outfall locations and private property owner agreements

SH 135 Super 2 Passing Lanes – Troup, Texas ($6.3M):
Project Manager and Engineer of record for the first Tyler District OpenRoads design project. Developed template library and OpenRoads geometry to support district standards and designed passing lane project to accommodate increased traffic along corridor. Unique feature of this project included 30% design submittal as immersive 3-D design walk through to demonstrate concepts and resolve constructability issues. As part of this project, Trevor provided:

- Cost considerations for reconstruction vs. widening throughout project limits
- Development and design of passing lane system
- Design of systematic safety improvements including improved edge conditions, MBGF treatments, culvert extensions, safety end treatments, improved signage, RR crossing improvements, and pavement marking upgrades
- Coordination with survey team for cost and time sensitive survey needs for corridor
- Stakeholder coordination with the City of Arp and City of Troup within project limits
- Coordination with oil and gas pipelines throughout project and successfully redesigning portions of the roadway to result in no utility relocations within project limits

US 183 Reconstruction – Breckenridge, Texas ($9.3):
Project Manager and Engineer of Record for the first OpenRoads design used by the Brownwood District in Texas. As part of this project, Trevor developed 3-D OpenRoads models for the roadway, drainage, and utility elements along the corridor and leveraged this information to mitigate design constraints and utility relocations. The project successfully avoided several key utility relocations because of the 3-D process used in design that helped identify solutions. Additional responsibilities for this project included:

- Day-to-day project management and coordination
- Technical roadway and drainage expertise to preserve existing systems
- Evaluation and design of bridge class culvert restoration

VOLKERT

TREVOR REED, PE

QA / QC Manager



PROJECT EXPERIENCE CONTINUED

- Evaluation and design of maintenance of existing retaining wall to avoid ROW issues
- Incorporation and traffic control planning for joint-bid wastewater facilities
- Coordination with County to improve channels downstream of project in need of repair

State Highway 6 Reconstruction, TxDOT, DeLeon, Texas ($11):
Trevor served as project manager and lead design engineer for this 1.81-mi reconstruction effort. The project involves conversion of a rural three-lane section into a five-lane section with curb and gutter, sidewalk, and safety improvements throughout the north side of the city. Trevor is responsible for:

- Implementing and maintaining the 3-D model using the newest OpenRoads MicroStation 3-D design tools
- Design of off-system pond through ROW negotiation with City of DeLeon school district to reduce project drainage and maintenance costs
- Design of new location sidewalk improvements with ADA crossings throughout to facilitate pedestrian traffic
- Design of school zone crossings and pedestrian RRFB devices
- Design of traffic signals with improved clearance for freight corridor movements
- Development and design of special access conditions for DeLeon fairgrounds
- Design of traffic control plans to break project into two major segments to limit traffic disturbance.
- Conduct two public meetings (open) and city government meetings for project coordination
- Meet with property owners in areas with ROW purchases to confirm limits and coordinate project need in person
- Coordinate with utility owners and facilitate relocations

VOLKERT

ERIC GALINDO, PE

Roadway Task Lead



PERSONNEL BIO

Eric M. Galindo, PE has 13 years of experience in transportation engineering working in both the private and the public sector. Eric spent over seven years of his career in the public sector working for the Texas Department of Transportation (TxDOT). His project experience includes roadway, drainage, bridge design and construction, traffic signal design, construction, timing, and maintenance, illumination design, project management and contract administration. As a former TxDOT engineer, he has worked with various local agencies, counties and TxDOT offices in the Austin and Dallas Districts. His time with TxDOT gave him in-depth knowledge of the complete project cycle, from planning and design, to construction and maintenance. Since leaving TxDOT in 2014, Eric has worked in the private sector assisting in leading and growing the Roadway Design and Schematic practices. He has led the development of more than 25 projects including two schematics, 20+ PS&E projects consisting of nine roadway designs and 15 traffic designs, and two site evaluations. Current clients include TxDOT Beaumont and Austin Districts.

PREVIOUS EXPERIENCE

Planning Project | US 281 at Basse Road and Jones Maltsberger Road | Project Manager

TxDOT San Antonio District | San Antonio, Texas

Development of the schematic & environmental for the $12,820,000 Innovative Intersection improvements on US 281 at the interchanges with Basse Road and Jones Maltsberger Road. US 281 is a controlled access freeway with no frontage roads, limited access at the Basse Road interchange, and heavy congestion at the Jones Maltsberger Road interchange. Schematics were prepared to provide additional access at the Basse Road interchange and operational improvements at the Jones Maltsberger Road interchange. Includes the redesign of existing US 281 and Basse Road interchange as a partial diverted left turn (DLT) with full access and the redesign of the existing US 281 and Jones Maltsberger Road interchange from a traditional diamond to a diverting diamond interchange (DDI).

Eric kept tasks on schedule and ensured coordination with utility companies and environmental occurred early. As the lead consultant on the project, Eric and his team:

- Developed the scope, fee estimate, and schedule for the work authorization.
- Managed the work authorization, including:
  - Maintaining the project delivery schedule with a milestone-based, resource-loaded schedule
  - Coordinating with the City of San Antonio
  - Managing project billing and invoicing
- Schematic development for the conceptual schematics at the interchanges for both Basse Road and Jones Maltsberger Road, and the geometric schematic at the interchange of US 281 and Jones Maltsberger Road, including:
  - Leading an alternatives workshop with all TLs on the project to brainstorm access, mobility, and safety improvements at the interchanges
  - Presenting the alternatives to TxDOT and the City of San Antonio for screening and selection of a preferred alternative
  - Creating existing and proposed typical sections of roadway improvements
  - Analyzing existing horizontal/vertical roadway geometry and developing proposed geometry in accordance with TxDOT design criteria
  - Developing a 3-D design model of the proposed roadway improvements including proposed bridge and retaining wall structures throughout the project area
  - Performing traffic operational and safety analyses for existing, opening year, and design year

EDUCATION:

B.S., Civil Engineering
University of Texas, Austin

REGISTRATIONS:

PROFESSIONAL ENGINEER
Texas License #112860
Arkansas License #18677
Louisiana License #43217

WORK HISTORY:

2020-Present
Volkert, Inc.

2016 - 2020
Alliance Transportation Group

2015-2016
Bury Inc.

2008 - 2015
TxDOT

CERTIFICATIONS:

TXDOT PRECERTIFICATIONS

2.5.1 Geological Assessment for Edwards Aquifer Recharge Zone

4.2.1 Roadway Design

8.1.1 Signing, Pavement Marking, And Channelization

8.3.1 Signalization

9.1.1 Bicycle And Pedestrian Facility Development

10.1.1 Hydrologic Studies

10.2.1 Roadway Hydraulic Design

11.1.1 Roadway Construction Management And Inspection

VOLKERT

ERIC GALINDO, PE

Roadway Task Lead



PREVIOUS EXPERIENCE - CONT'D

- Designing preliminary construction phase narrative and traffic control plans
- Designing preliminary signing and pavement marking
- Developing an engineer's estimate for total construction cost
- Assuring the highest quality deliverables by incorporating our robust quality control / quality assurance procedures

- Ensured high quality deliverables using the following:
  - Detailed check of all deliverables, including subconsultant deliverables
  - Assigned a constructability TL from our PS&E group to review all schematic deliverables to ensure the final schematic was done to a 30% PS&E level
  - Provided QA/QC documentation with each submittal
- Managed subconsultant development of the following:
  - Geometric schematic for the improvements to the US 281 and Basse
  - Road interchange
  - NEPA environmental clearance documentation
  - Public involvement tasks including stakeholder meetings and public open house
  - Development of 3-D visualization for public viewing at open house
  - Hydrologic/hydraulic (H&H) analysis and design for three existing and proposed bridges, three existing and proposed bridge class culverts, and storm sewer networks within the project limits
  - Geometric design survey and photogrammetry
  - Boundary survey for ROW retracement
  - Geotechnical analysis and pavement design
  - Existing utility location and utility coordination

Planning Project & Major Roadway Project | Braker Lane II, Phase 2 | Project Manager Travis County/Taurus of Texas | Travis County, Texas

This $10,000,000 extension of the existing Braker Lane II from the end of Phase I & IA 1.2 miles to Taylor Lane and upgrading 0.6 mi of Taylor Lane from a two-lane rural section to an urban section. The proposed facilities for Braker Lane and Taylor Lane are a four-lane major arterial divided (MAD-4), with continuous bicycle lanes and sidewalks on both sides the road. This project was a public-private partnership between the developer of Whisper Valley, Taurus of Texas, and Travis County.

All design was produced in accordance with TxDOT and the City of Austin specifications and standards. Eric and his staff managed and developed all aspect of the construction plans including the following:

- Developed alternative alignments to avoid crossing of Austin Energy easement for overhead electric distribution lines, optimize vertical profile to minimize cut/fill, maximize developable area between roadway ROW and Austin Energy easement for overhead electric distribution line, and optimize tie-in at Taylor Ln.
- Created typical sections of roadway improvements in accordance with pavement design supplied by Travis County
- Analyzed existing horizontal/vertical roadway geometry using GeoPAK and developed proposed geometry in accordance with design criteria
- Designed detailed construction phase narrative and traffic control plans
- Performed the hydrologic analysis of the five existing drainage channels using HECHMS
- Analyzed the five proposed cross culverts using HEC-RAS

VOLKERT

ERIC GALINDO, PE

Roadway Task Lead



PREVIOUS EXPERIENCE - CONT'D

- Designed culvert layouts
- Designed the storm drainage system using GEOPAK Drainage
- Delineated internal drainage areas for each proposed inlet
- Calculated peak runoff for each inlet using the Rational Method
- Designed signing, pavement markings, and delineations
- Designed storm water pollution prevention plans
- Developed construction time determinations
- Calculated quantities for construction bid items
- Developed an engineer's estimate for total construction cost
- Developed alternative alignments for Phase 3 extension between Taylor Ln. and Burleson-Manor Rd. to optimize vertical profile to minimize cut/fill, minimize length of proposed bridge over unnamed tributary to Gilleland Creek, and maximize developable area between roadway ROW and Austin Energy easement for overhead electric distribution line

Planning Project | Hwy 270 and Hwy 7 Improvements Study | Project Manager
ARDOT | Hot Springs, Arkansas

The study includes the operational analysis along Hwy 270 and Hwy 7 in the Hot Springs, Arkansas area. There are four interchanges and two corridors under analysis. Analysis consists of interchange alternatives, including both conventional and innovative alternatives, HCS analysis along the Hwy 270 controlled access facility, and access management along the Hwy 7 corridor.
Eric served as the Lead Project Engineer responsible for overseeing the development of conceptual layouts and planning level cost estimates for multiple interchange alternative.

Major Roadway Project | CR 119 | Project Manager
Williamson County | Hutto, Texas

This $6,640,000 project consisted of a 2.3-mi extension of CR 119 from Limmer Loop to Chandler Rd as a new location rural two-lane roadway with turn lanes at the intersections. The project was developed as part of the Williamson County Road Bond Program. All design was produced in accordance with TxDOT specifications and standards. Eric and his staff managed and developed all aspects of the construction plans including:

- Created existing and proposed typical sections for roadway improvements
- Analyzed existing horizontal/vertical roadway geometry using GeoPAK and developed proposed geometry in accordance with design criteria
- Designed detailed construction phase narrative and traffic control plan
- Performed the hydrologic analysis of the six existing and proposed channels using HEC-HMS
- Analyzed the existing and proposed channels, culverts (single and multiple box), and bridge using HEC-RAS
- Determined the area of drainage easements needed to mitigate the impacts of the increased runoff calculated from the fully developed hydrologic models
- Coordinated with surveyor, Williamson County staff, attorney, and landowners to secure drainage easements
- Developed bridge layout, typical sections and calculated bearing seat elevations for proposed bridge over Cottonwood Creek. Proposed bridge was designed to accommodate future widening of CR 119 to a five-lane section
- Calculated required length of need of MBGF at each cross culvert and bridge

ERIC GALINDO, PE

Roadway Task Lead



PREVIOUS EXPERIENCE - CONT'D

- Designed bridge foundations using WinCore
- Designed signing, pavement markings, and delineations
- Designed storm water pollution prevention plans
- Developed construction time determination
- Calculated quantities for construction bid items
- Developed an engineer's estimate for total construction cost
- Developed Project Manual for bidding

VOLKERT

MICHAEL GLAROS, CPL

Right of Way (ROW) Support



PERSONNEL BIO

Manage and Develop long term and profitable relationships and projects by working with and building a focused and responsive team in alignment and coordinated with corporate, client and team member's goals and objectives. Responsibilities to include Project and Time Management, Acquisition, Title and Client Research and Marketing, in developing and evaluating mutually beneficial goals that serve the public, client and employees. Implement and create organized and flexible programs with scheduled time milestones, that are within stake holder's budget, and, meet the highest quality parameters.

PROJECT EXPERIENCE

VOLKERT, Inc. Austin, Texas
Secretary of Real Estate Services - Texas Region
ROW manager for restring and pole relocation for a 138kV electrical transmission line. Work with client to perform as a Landowner negotiator and a construction liaison coordinator during project construction. He has received Certificates for the following TxDOT online courses: CON 816, CON 817, DES 908, EL 4030, CON 405 CON 414,CON, 432 , CON 433, CON 457 and MNT 415.

Utility Coordinator and Inspection responsibilities included utility coordination, contract administration and inspection. Coordination items were quickly resolved upon early stages of project initiation and resolved with no budget or time delays. Within project scope and schedule, attended TxDOT webinar for the ROW 100 and ROW 101 titled Utility Coordination and Utility Accommodation.

PERCHERON LLC, Houston, Texas
Supervised field title and worked with Project Managers, Construction Supervisors, Right of Way agents, Corporate Title and document specialists for a 360- mile NGL pipeline that included over 600 centerline tracts and approximately an additional 300 tracts for Permanent Access and Temporary Access Roads, Electrical Easements, fee-simple purchases and reroutes. Provided responsive solutions to maintain and improve Project Timeline for centerline and associated laterals for the 24" pipeline than runs from Oahu High Plains to Johnson County, Texas.

Field Title Supervisor
For: Permian Basin- Midland, Ward, Glasscock, Sterling, Ward, Crane, Upton, Reagan, Pecos, Crockett, Nolan, Taylor, Callahan, Eastland, Erath, Hood, Somervell and Johnson Counties, Abilene, Texas.

Curative Title Agent
For: Eagle Ford Shale and Barnett Shale- Tarrant, Wise, Montague, Robertson, and Brazos Counties, Decatur and Bryan Texas.

Title Agent
For: Brazoria, Lavaca, Wilson, Dewitt, Atascosa and Hardin Counties, Texas

REAL ESTATE BROKER Austin, Texas
Commercial and Investment Real Estate. Sales, Leasing and Tenant Finish-out Management of office building, service warehouse to City of Austin, National Investment Partnerships and Companies, Corporate Offices, building and landowners.

INDEPENDENT CONTRACTOR, Austin, Texas
Remotely, purchased mineral leases for Midland, Texas client. As identified and required, performed curative title to ensure accurate ownership and clear chain of title for tracts in the area of interest.

Acquisition Agent
Permian Basin - Yoakum, Gaines, Dawson, Irion, and Crockett Counties - Austin, Texas.

Curative Title Opinion Agent
Eagle Ford Shale - Dimmit, Maverick, Zavala, Lasalle, Kinney and Uvalde Counties.

Although not part of the initial scope of services, Michael can provide helpful ROW research and acquisition support for the design team.

EDUCATION:

B.A., Economics & History
Texas Christian University

REGISTRATIONS:

TEXAS BROKER LICENSE: #286239

NOTARY PUBLIC TX# 132048434

WORK HISTORY:

2019 - Present
Volkert, Inc.

2005 - 2010 & 2014 - 2019
PERCHERON, LLC

2010 - 2017
Independent Contractor

1987 - Present
Real Estate Broker

PROFESSIONAL SKILLS:

Acquisition - ROW
ROW/Easements
Project Management
Title
O & G Lease Acquisition
Mineral Negotiation
Project Development
Real Estate
Curative
Construction Management
Marketing

VOLKERT

CHRIS WHITE, PE

Structures Task Lead



PERSONNEL BIO

Chris White, PE, has been involved with bridge projects in Texas for over thirty-five years in addition to various bridge-related assignments throughout the United States. His experience includes design and field engineering for prestressed and post-tensioned concrete bridges, steel girder bridges, cable-supported and arch structures and finite element and dynamic analysis of complex structures. In addition to bridge design and analysis, Mr. White's other roles include:

- Principal Author for Chapter 20, "Prestressed Concrete Piling," for the PCI Bridge Design Manual
- Assistant Principal Investigator for NCHRP Project 12-57 to develop LRFD design procedures, standard details and design examples for extending span ranges with spliced, prestressed concrete girders and post-tensioning
- Technical advisor for the AASHTO T-10 Subcommittee in ongoing development of Section 5 of the AASHTO LRFD Bridge Design Specifications
- Vice-Chairman of the Precast/Prestressed Concrete Institute (PCI) Bridge Committee and Chairman for the LRFD Subcommittee

PREVIOUS EXPERIENCE

I-10/US 69 Cardinal Interchange, Beaumont, TX

Chris is serving as Bridge Task Leader for final schematics verification and PS&E design and plans preparation for fifteen overpass and direct connector bridges on an accelerated letting delivery schedule. The 635,000 SF of bridges consist of phased replacement overpass structures along the busy I-10 corridor and development of replacement and new direct connectors consisting of prestressed concrete Tx I-girders, curved steel plate girders and special post-tensioned straddle bent and cantilever piers, all within a nine-month design window to facilitate available funding and early letting. (8/01/20-5/25/21)

FM 2100 Bridge over Luce Bayou, Harris Co., TX

Bridge Task Leader responsible for directing and supervising all design and plans production for dual nine-span replacement structures carrying FM 2100 over Luce Bayou in rural Harris County. The new bridges will each carry two lanes of one-way traffic with raised sidewalk and utilize Tx54 girders supported on drilled shaft bents. As part of an upgrade to an urban arterial facility, the bridges replace an existing two-way structure. (4/01/19-Present)

US 190 WB Turnaround Bridge at FM 2410, Harker Heights, TX

Chris served as Project Manager and Bridge Task Lead directing preliminary and final design of a new turnaround bridge carrying traffic from the US 190 WB frontage road to the EB frontage road. The project included plans, specifications and estimates for the new bridge and associated roadway modifications to add WB and EB frontage road ramps. The bridge utilizes TxDOT Tx54 girders supported on aesthetic pier bents with drilled shaft foundations. (11/01/18-04/30/20)

I-35 Mainlane and Frontage Road Improvements, San Marcos, TX

Bridge Task Leader responsible for developing concepts and supervising all design and plans production for six replacement structures for the $107M reconstruction of I-35, including the SH 123 interchange and four frontage road bridges over the San Marcos River and Willow Springs Creek. Replacement of the SH 123 bridges requires phased construction to maintain traffic along the I-35 mainlanes. (12/01/20-present)

I-20 Underpass Bridges at US 59 & Lansing Switch Road, Harrison Co., TX

Chris served as Project Manager and Bridge Task Lead for the replacement of two existing underpass bridges over I-20 for the TxDOT Atlanta District. The project involves final design, plans, specifications and estimates under Mr. White's direction supervision for two bridges and associated roadway modifications to accommodate the future widening of I-20. The structures consist of TxDOT Tx54 girders supported on drilled shaft foundations. (3/01/18-12/01/20)

EDUCATION:

B.S., Civil Engineering
University of Illinois at Urbana-Champaign

M.S., Civil Engineering
University of Texas at Austin

REGISTRATIONS:

Professional Engineer
Texas 1987, #63018
Louisiana 2006, #32261
Mississippi 2008, #18496
Florida 1988, #40706
Alabama 2015, #35429-E
Oklahoma 2017, #29832
Kansas 2020, #27740
Utah 2020, #11950495-2202
Indiana 2020, #12000669
Maryland 2020, #56829

WORK HISTORY:

2014 - Present
Volkert, Inc.

2008 - 2014
Michael Baker International

2004 - 2008
HNTB Corp.

2000 - 2004
Ralph Whitehead Associates

1992 - 2000
LoBuono Armstrong Associates

1988 - 1992
PBS&J International Inc.

1984 - 1988
Figg & Muller Engineers

VOLKERT

CHRIS WHITE, PE

Structures Task Lead



PREVIOUS EXPERIENCE

Inspiration Road Overpass Bridge, Mission, TX
Chris developed a concrete slab placement plan for J. D. Abrams, LP, to minimize differential deflections between girders due to bent skews and transverse construction phasing. As part of a post-design contractor support assignment, he calculated girder cambers and deflections during casting and designed support equipment for casting pier caps. (4/2015-9/2015)

US 290E Manor Expressway, Austin, TX
As part of the Central Texas Mobility Constructors (CTMC) design/build team, Mr. White served as Structures Task Leader for proposal phase, aesthetics development and final design and plans production for all bridges and miscellaneous structures on this $190-million widening project. The project featured conversion of six miles of existing freeway from the US 290E/US 183 interchange to the SH 130 interchange into a six-lane divided toll facility with three-lane frontage roads in each direction. Working directly with the Contractor and other members of the Design team, Mr. White supervised design and plans production for thirty new bridge structures and approach retaining walls, which were designed and constructed in thirty-six months. This included sixteen bridges that were designed and constructed for a six-month Interim Development milestone. (04/2011-05/2012)

BNSF Railroad Bridge over Stonebrook Parkway, Frisco, TX
Chris served as Project Engineer for design of a four-span, single track, 237-ft prestressed concrete girder bridge. The design included development of Railroad Exhibit 'A' and design and detailing of the bridge structure, using AREMA Specifications and working closely with BNSF. (07/2006-02/2007)

FM 1960/Kuykendahl Road, Houston, TX
Chris served as Project Manager in charge of all design and plans production to depress Kuykendahl Road under FM 1960. The bridge structure utilized precast prestressed box beams supported on drilled shafts, which also served as part of tie-back retaining wall system. Overall wall system consisted of drilled shaft tie-back walls and cantilever drilled shaft walls in addition to a braced abutment wall system developed by Mr. White specifically for the selected Contractor. (06/2006-07/2007 and 04/2008-05/2008)

Houston District Bridge Evergreen, Ft. Bend County, TX
Project Manager for design and final PS & E for three off-system bridge replacements : Cottonwood Church Road Over Coon Creek; FM762 over Smithers Lake; and Oleta Lane over Red Gully. Bridges utilized prestressed concrete girders on prestressed concrete pile-supported bents designed for hydraulic and scour events. (09/2006-02/2007)

IH 410/US 281 Interchange, San Antonio, TX
Chris performed final design plans review and post-design support for a $200-million multi-level interchange project adjacent to the San Antonio International Airport. The project features multiple flyover ramps of prestressed concrete girder and curved steel plate girder construction, bridge overpass widenings and several thousand linear feet of retaining walls. (08/2004-04/2006)

Beltway 8 East Section 4, Houston, TX
Bridge Project Engineer for final LRFD design and plans preparation for two precast, prestressed girder bridges supported on drilled shaft foundations for the Harris County Toll Road Authority (HCTRA). The Lake Houston Parkway structure is 800' long with 8 spans, and the C.E. King Parkway structure is 1150' long with 11 spans. (08/2005-03/2007)

VOLKERT

RABA KISTNER



Yvonne Garcia Thomas, PE

GEOTECHNICAL TASK LEAD

17 years with Raba-Kistner

B.S. AGRICULTURAL ENGINEERING
Texas A & M University, Class of 1999

PROFESSIONAL ENGINEER:
Texas No. 111414

PERSONAL BIO:

Ms. Garcia is responsible for the management, administration, coordination, and reporting of a variety of geotechnical engineering projects throughout Texas, with a primary focus in north and central Texas regions. As a geotechnical engineer, her responsibilities include subsurface investigations and engineering analysis and consulting of the design and construction of foundations, pavements and roadways. She has consulted on various foundation and pavement design recommendations for residential, commercial institutional, schools, industrial projects, as well as infrastructure. She is responsible for writing and reviewing geotechnical and construction reports, investigating and consulting on all issues related to geotechnical, foundation design, pavement/roadway and concrete construction. Additional duties include supervising the soils laboratory, managing budgets, managing backlog projections, marketing, preparing technical proposals, and mentoring and developing the engineering and technical staff.

PROJECTS:

HEATHERWILDE BOULEVARD IMPROVEMENTS | PFLUGERVILLE, TX | HALFF ASSOCIATES

Role: Geotechnical Engineer

Ms. Thomas was the geotechnical engineer for the geotechnical engineering study for the Heatherwilde Boulevard Improvements in Pflugerville, TX. Relevance to this RFQ: Roadway design.

WATER OAK PARKWAY MAJOR ARTERIAL IMPROVEMENTS | GEORGETOWN, TX | CITY OF GEORGETOWN

Role: Geotechnical Engineer

Ms. Thomas was the geotechnical engineer for the geotechnical engineering study for the Water Oak Parkway Major Arterial Improvements in Georgetown, TX. *Relevance to this RFQ: Roadway design.*

RETAINING WALL AND PAVEMENT DESIGN FOR FM 110 | HAYS COUNTY, TX | CITY OF SAN MARCOS

Role: Geotechnical Engineer

Ms. Thomas was the geotechnical engineer for the geotechnical engineering study for the Retaining Wall and Pavement Design for FM 110 located in Hays County, TX. The project consists of the construction of a new roadway alignment to be located near its intersection with SH 123 and extending 1/4 mile west in Hays County. Raba Kistner's scope of work consisted of drilling soil borings in the vicinity of the proposed Mechanically Stabilized Embankment (MSE) walls, perform laboratory testing to classify and characterize subsurface conditions, and to prepare an engineering report presenting foundation design and construction recommendations. As part of Raba Kistner's scope of work, a Global Stability Analysis was also performed. Relevance to this *RFQ: Roadway Design*

MAGER LANE STREET WIDENING | HUTTO, TX | CITY OF HUTTO

Role: Geotechnical Engineer

Ms. Thomas was the geotechnical engineer for the geotechnical engineering study for the Mager Lane Street Widening in Hutto, TX. Geotechnical Engineering study for the proposed improvements consist of the widening of an existing 4,100 lineal ft section of the existing Mager Lane located in Hutto, TX. We understand that the existing roadway is currently 22 ft wide and the City of Hutto is planning on widening this two-lane roadway into a three-lane curb and gutter roadway. The expansion of the roadway is limited to a portion of Mager Lane located from near its intersections between FM 1660 and East of Kates Way. The roadway will be designed according to a 40-mph design speed. *Relevance to this RFQ: Roadway Design*

RABA KISTNER



Yvonne Garcia Thomas, PE

GEOTECHNICAL TASK LEAD

17 years with Raba-Kistner

B.S. AGRICULTURAL ENGINEERING
Texas A & M University, Class of 1999

PROFESSIONAL ENGINEER:
Texas No. 111414

Cougar Avenue & Brushy Creek Road Rehabilitation | Cedar Park, TX | City of Cedar Park
Role: Geotechnical Engineer
Ms. Thomas was the geotechnical engineer for the geotechnical engineering study for the proposed roadway section of Brushy Creek Road and South Cougar Avenue located in Cedar Park, TX. Services included drilling borings along the existing roadway, performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the roadway section, as well as providing pavement design and construction guidelines. Relevance to this *RFQ: Roadway Design*

HERO WAY-COUNTY ROAD 269 EXTENSION | LEANDER, TX | CITY OF LEANDER
Role: Geotechnical Engineer
Ms. Thomas was the geotechnical engineer for the geotechnical engineering study for the Hero Way-County Road 269 Extension project in Leander, TX. Relevance to this *RFQ: Roadway Design*

IRON OAK SUBDIVISION-OAK HILL DRIVE | WILLIAMSON COUNTY, TX | WILLIAMSON COUNTY
Role: Geotechnical Engineer
Ms. Thomas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Iron Oak Subdivision Oak Hill drive pavement study in Williamson County, TX. Relevance to this *RFQ: Roadway Design, Drainage Design*

DIAMOND OAKS SUBDIVISION PAVEMENT | ROUND ROCK, TX | WILLIAMSON COUNTY
Role: Geotechnical Engineer
Ms. Thomas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Diamond Oaks subdivision pavement study in Round Rock, TX. Relevance to this *RFQ: Roadway Design, Drainage Design*

WARNER RANCH PAVEMENTS REVIEW | ROUND ROCK, TX | WILLIAMSON COUNTY
Role: Geotechnical Engineer
Ms. Thomas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Warner Ranch pavement review study in Round Rock, TX. Relevance to this *RFQ: Roadway Design, Drainage Design*

KALAHARI PAVEMENT STUDY | ROUND ROCK, TX | WILLIAMSON COUNTY
Role: Geotechnical Engineer
Ms. Thomas was the geotechnical engineer for the pavement evaluation for the Kalahari resort pavement study in Round Rock, TX. Relevance to this *RFQ: Roadway Design, Drainage Design*

HIGHLANDS AT MAYFIELD SUBDIVISION | ROUND ROCK, TX | WILLIAMSON COUNTY
Role: Geotechnical Engineer
Ms. Thomas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Iron Oak Subdivision Oak Hill drive pavement study in Williamson County, TX. Relevance to this *RFQ: Roadway Design, Drainage Design*

RABA KISTNER



Yvonne Garcia Thomas, PE

GEOTECHNICAL TASK LEAD

17 years with Raba-Kistner

B.S. AGRICULTURAL ENGINEERING
Texas A & M University, Class of 1999

PROFESSIONAL ENGINEER:
Texas No. 111414

CR 119-LIMMER LOOP TO CHANDLER ROAD | WILLIAMSON COUNTY, TX | BURY PARTNERS
Role: Geotechnical Engineer
Project Manager in charge of conducting the geotechnical engineering study for the proposed extension of CR110/Ed Schmidt Boulevard from Limmer Loop to Chandler Road located in Hutto, TX. The project consisted of two lanes of a future four-lane roadway with shoulders and a traffic signal. Relevance to this *RFQ: Roadway Design, Drainage Design*

SAM BASS ROAD/CHISHOLM TRAIL | ROUND ROCK, TX | CITY OF ROUND ROCK
Role: Geotechnical Engineer
Project Engineer in charge of construction materials testing and observation services for Sam Bass Road/ Chisholm Trail. The project involved construction of a portion of Sam Bass Road to a 4-lane divided roadway from Meadows Drive to the IH 35 SB frontage road, and a small portion of Chisholm Trail was reconstructed north of Sam Bass Road. Relevance to this *RFQ: Roadway Design, Drainage Design*

HERITAGE TRAIL WEST CHISHOLM TRAIL | ROUND ROCK, TX | CITY OF ROUND ROCK
Role: Geotechnical Engineer
Project Engineer in charge of Geotechnical Engineering study for the realignment of Chisholm Trail Road along the segment of roadway extending from Brushy Creek to Sunset Drive located in Round Rock, TX. Services included drilling borings along the existing Chisholm Trail Road performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the proposed realignment of Chisholm Trail Road, as well as providing pavement design and construction guidelines. Relevance to this *RFQ: Roadway Design, Drainage Design*

ROUNDVILLE LANE RECONSTRUCTION | ROUND ROCK, TX | CITY OF ROUND ROCK
Role: Geotechnical Engineer
Project Engineer in charge of Geotechnical Engineering study for the reconstruction of Roundville Lane, located in Round Rock, TX. Services included drilling borings along the existing Roundville Lane performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the proposed reconstruction of Roundville Lane, as well as providing pavement design and construction guidelines. Relevance to this *RFQ: Roadway Design, Drainage Design*

US 79 Widening Harrell Parkway | Round Rock, TX | City of Round Rock
Role: Geotechnical Engineer
Project Engineer in charge of Geotechnical Engineering study for the US 79 Widening Harrell Parkway project located in Round Rock, TX. Services included drilling borings along the existing Harrell Parkway performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the proposed widening of Harrell Parkway as well as providing pavement design and construction guidelines. Relevance to this *RFQ: Roadway Design, Drainage Design*

RABA KISTNER



Yvonne Garcia Thomas, PE

GEOTECHNICAL TASK LEAD

17 years with Raba-Kistner

B.S. AGRICULTURAL ENGINEERING
Texas A & M University, Class of 1999

PROFESSIONAL ENGINEER:
Texas No. 111414

VIZCAYA SUBDIVISION | ROUND ROCK, TX | CITY OF ROUND ROCK

Role: Geotechnical Engineer

Project Engineer in charge of Geotechnical Engineering studies for the various phases of the Vizcaya Subdivision, located in Round Rock, TX. Services included drilling borings, performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the Vizcaya Subdivision as well as providing pavement design and construction guidelines. Relevance to this *RFQ: Roadway Design, Drainage Design*

MORNINGSIDE DRIVE/SOLMS ROAD | NEW BRAUNFELS, TX | CITY OF NEW BRAUNFELS

Role: Geotechnical Engineer

Project Engineer in charge of pavement distress evaluations, borings, and testing to evaluate the existing roadway performance and soil conditions. Raba Kistner also installed piezometers and performed a yearlong groundwater monitoring study to determine the potential presence of shallow groundwater along the alignments. Raba Kistner used this data and information provided by the owner/design team to develop both rigid and flexible pavement reconstruction options for consideration. Relevance to this *RFQ: Roadway Design, Drainage Design*

KLEIN ROAD PHASE I | NEW BRAUNFELS, TX | CITY OF NEW BRAUNFELS

Role: Geotechnical Engineer

Project Engineer in charge of pavement distress evaluations, borings, and testing to evaluate the existing roadway performance and soil conditions. Raba Kistner also installed piezometers and performed a yearlong groundwater monitoring study to determine the potential presence of shallow groundwater along the alignments. Raba Kistner used this data and information provided by the owner/design team to develop both rigid and flexible pavement reconstruction options for consideration. Relevance to this *RFQ: Roadway Design, Drainage Design*

M. STEPHEN TRUESDALE, R.P.L.S., L.S.L.S. - TX, PLS – NY
SURVEYING TASK LEAD

PROFESSIONAL REGISTRATION

Registered Professional Land Surveyor, No. 4933, Texas, 1991
Licensed State Land Surveyor, Texas, 2001
Professional Land Surveyor, No. 050703, New York, 2008 (inactive)

EDUCATION

Bachelor of Science, Wood Products Engineering/Construction Management, State University of New York, College of Environmental Science and Forestry, Syracuse, New York, 1981.

Associate in Applied Science, Forest Technology, State University of New York, College of Environmental Science and Forestry, New York State Ranger School, Wanakena, New York, 1978.

Additional course studies in forestry, mathematics, land surveying, environmental sciences, and humanities at Paul Smith's College, Paul Smiths, New York, and Canton Agricultural and Technical College (SUNY System), Canton, New York, 1976-1979.

FAA Private Pilot/Single Engine/Land
FCC Licensed Ham Radio Operator KD5JPU
Numerous courses in project management, personnel management, and professional development related to surveying practice and boundary reconstruction, CPR Certified, Railroad Safety Certified, AOPA Safety Seminars, Wilderness First Aid

PROFESSIONAL/TECHNICAL SOCIETIES

Member, Texas Society of Professional Surveyors
Member, New York State Association of Professional Land Surveyors

EMPLOYMENT HISTORY

Principal\Co-Owner, Inland Geodetics, LLC, Round Rock, Texas, 2000-present – TBPELS Firm no. 10059100
Project Manager, Surveying and Mapping, Inc., Austin, Texas, 1999-2000
Survey Project Manager, Baker-Aicklen and Associates, Inc., Round Rock, Texas, 1995-1999
Land Surveyor/Project Manager/Construction Inspector, Railroad Commission of Texas, Austin, Texas, Surface Mining Reclamation Division, 1990-1995
Survey Technician/Crew Chief, Baker-Aicklen and Associates, Inc., Austin, Texas, 1985-1990
United States Army, Helicopter Airframe Repair, First Cavalry Division, Fort Hood, Texas, 1982-1985

Seasonal employment with U.S. Forest Service and New York State Department of Environmental Conservation, 1978-1981

EXPERIENCE

Mr. Truesdale possesses a broad range of operational and project management experience in the field of land surveying spanning 33 years, including roadway design and right-of-way acquisition surveys, utility line route surveys and easement preparation, surface mining reclamation design and quantity surveys, site engineering surveys, aerial mapping control surveys, topographic and boundary surveys and large-scale control surveys.

Some past projects representative of Mr. Truesdale's experience include:

FM 1460: Project involved major realignment of FM 1460 from Old Settler's Blvd. in Round Rock, TX. to Quail Creek Blvd in Georgetown, TX. The project included engineering design and right-of-way surveys for approximately 5.5 miles of highway construction. Right-of-way parcel sketches with legal descriptions and highway strip maps were prepared for the length of the project. Managed sub-consultants for aerial mapping and provided high accuracy ground control. >$350K POC: TxDOT Georgetown Area Engineer's Office

M. STEPHEN TRUESDALE, R.P.L.S., L.S.L.S. - TX, PLS – NY
SURVEYING TASK LEAD

SH 130 Segment Three Right-of-Way Acquisition from US 290 to SH 71. Extensive boundary analysis and right-of-way parcel preparation for approximately 80 parcels to TxDOT standards along 15 miles of new highway construction under the design/build concept. >$1.1M POC: Lone Star Infrastructure, 2004-2006

FM 2338 Engineering Design and Right-of-Way Acquisition Project, Georgetown, TX. Topographic data collection and boundary analysis of 67 parcels from Cedar Breaks Road to FM 3405 on FM 2338. $110K POC: TxDOT Georgetown Area Engineer's Office, 2003-15

IH 35 at Hester's Crossing, Round Rock, TX. Engineering Design topographic mapping and right-of-way acquisition for the Hester's Crossing Overpass and southbound ramp reversal project connecting to SH 45 Interchange. $138K POC: City of Round Rock, 2007-2008

City of Pflugerville – SH 130 WW Interceptor Project, design topographic route survey for 22K LF of new WW interceptor line from Pflugerville Parkway, cross country, to WWTP south of East Pecan Street. Project includes extensive data collection for DTM integration using GPS VRS and conventional survey techniques. Easement acquisition surveys and production of plats and descriptions for over 13 parcels. >$176K, POC: City of Pflugerville, 2017-present

City of Round Rock – IH 35 Ramp Reversal Project, Round Rock, TX: Engineering design surveys and alignment determinations for IH-35 for design of ramp removal and replacement (enter/exit reversal) from FM 3406 to Brushy Creek Bridge. >$73K POC: City of Round Rock/Georgetown Area Engineer's Office, 2014

I14 Route Assessment Project, ROW research and reconstruction plotting (GIS input) for projected routing of future I14 Strategic Highway from TX-LA border to Iraan, TX (540 miles) along the general route of US 190. Project included video acquisition of route in both directions for asset inventory purposes. POC: TxDOT - 2017

Brushy Creek Regional Utility Authority – Segment 2C Waterline – From US 183A to Ronald Reagan Boulevard. Approx. 3.5 miles of route topo/design route survey for waterline design including extensive boundary analysis for easement preparation for 21 parcels. Project evolved into a roadway ROW acquisition for improvements to CR 180 (New Hope Road). Current coordination with other firms for improvements to CR 185. POC: City of Cedar Park 2007-2008

City of Hutto - Mager Lane Improvement Project — approx. 6500 feet of route survey for design of roadway and drainage improvement from FM 1660 to CR 132. Project included preparation of 6 acquisition documents. $58K POC: City of Hutto, 2014

Other projects include numerous Off System Bridge sites throughout Williamson County, turn lane and signal design surveys, aerial mapping control surveys, utility location surveys, railroad grade separation and crossing surveys in the Central Texas area, Original Land Grant retracement surveys for Texas General Land Office.

DEREK BOHLS, PE, CFM

DRAINAGE TASK LEAD
ROUND ROCK OFFICE



LJA ENGINEERING

EDUCATION

2004, BS, Civil Engineering
University of Texas at Austin

PROFESSIONAL LICENSE

2009, Professional Engineer: Texas #103424

2014, Certified Floodplain Manager: #2671-14N

TXDOT PRECERTIFICATION

Employee Sequence No. 18360
Categories: 2.5.1, 10.1.1, 10.2.1, 10.3.1, 10.5.1, 10.7.1

EXPERIENCE

Total: 16 Years // Firm: 8 Years

SUMMARY OF QUALIFICATIONS

Derek has 16 years of H & H design experience on transportation projects across the state of Texas. His responsibilities include schematic development and design, PS&E, rural and urban drainage design, water quality regulations and permitting, floodplain analysis, scour analysis, water quality BMP design, impact analysis, storm sewer design, culvert design, erosion control plans, energy dissipater design, and hydrologic modeling for projects. Derek has been involved in large projects such as the MoPac Improvement Project, North Tarrant Expressway, and US 281; as well as many traditional PS&E projects such as New Hope Drive (two phases), North Mays Street, and Weiss Lane. Derek is proficient with Microstation, GeoPak, HEC-RAS, HEC HMS, XP SWMM, ArcGIS, and HY-8.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME									
TASKS	1	2	3	4	5	6	7	8	9	10
Controlled Access Facility	•								•	
Added Capacity	•	•	•	•	•		•	•	•	
Interim/Ultimate	•	•	•	•	•	•	•	•		•
Schematic		•	•	•	•		•	•		•
PS&E	•	•	•		•		•	•	•	•
ROW Identification		•	•	•	•	•	•	•	•	•
Traffic Studies		•	•	•	•		•	•		•
Public Involvement		•	•	•	•		•	•	•	•
Edward's Aquifer Protection Zone	•	•	•						•	•
FEMA Streams	•	•	•		•	•	•	•	•	•
Bridge	•	•	•				•	•	•	•
Located in Williamson County		•	•		•	•				•

1 | US 281 PHASE 2
San Antonio, Texas

Client: TxDOT // Completed: 2021 (est) // Cost: $188M // Characteristics: Urban Freeway with Frontage Roads, Mainlanes, Impact/Detention Analysis, Grade Separations
Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, PS&E, Edward's Aquifer Protection Zone, FEMA Streams, Bridge
Roles & Responsibilities: As Drainage Lead, Derek successfully led the drainage on the SH 281 Phase 2 improvement project in the San Antonio District which included converting a 4-lane highway into a controlled access freeway with ramps and frontage roads. The design included cross culverts, storm sewer, roadside ditches, and outlet protection. The project also lies completely within the Edward's Aquifer Recharge and Contributing Zones. On and off-site drainage areas and hydrographs were produced to determine peak flow impacts due to the project. All increases were documented within the drainage report and detention solutions were applied in areas where the roadway was at the top of the drainage basin, or where outfalls tied into smaller downstream systems that could not handle the increased peak flows. Outlet velocities were minimized to reduce susceptibility to scour and erosion. All design was confirmed to meet all Environmental commitments.

2 | NEW HOPE DRIVE PHASE I
Cedar Park, Texas

Client: City of Cedar Park // Completed: 2019 // Cost: $8M // Characteristics: Urban 4-lane Divided, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Derek was the Drainage Lead and Project Manager of schematic and PS&E development for a new construction 4-lane divided urban roadway in Cedar Park, Texas from Cottonwood Creek Trail to Ronald Reagan Boulevard (Phase 1), and from Ronald Reagan Boulevard to CR 175 (Phase 2). Derek coordinated the design of all aspects of the project including roadway, drainage, bridge, water quality, detention, retaining walls, ROW acquisition, Survey, Geotechnical, traffic, ADA, and public involvement components. Phase 1 of the project was design and constructed on time and under budget while Phase 2 of the project is currently under environmental review at TxDOT.

3 | NORTH MAYS EXTENSION
Williamson County, Texas

Client: Williamson County // Completed: 2018 // Cost: $14M // Characteristics: Urban Ultimate 4-lane, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Derek was the Drainage Lead and Water Quality Lead for a new construction roadway in Round Rock, Texas. Derek performed floodplain analysis on a FEMA crossings using HEC-RAS and HEC-HMS; coordinated with the Upper Brushy Creek Water Control & Improvement District regarding development in the designated inundation easement behind Dam #11. Proposed bridge geometry design; drainage design for PS&E including storm sewer, ditch and cross culvert design using Geopak Drainage, HY-8; and water quality design. Prepared Water Pollution Abatement Plan
to be submitted to TCEQ for approval.

4 | NORTH-SOUTH CONNECTOR
New Braunfels, Texas
Client: City of New Braunfels // Completed: 2018 // Cost: $3.2M // Characteristics: Interim 2-lane Arterial, Ultimate 4-lane Divided Arterial, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, ROW Identification, Traffic Studies, Public Involvement
Roles & Responsibilities: Derek was the Drainage Lead and Project Manager of schematic development for a new construction 4-lane divided urban roadway in New Braunfels, Texas from Alves Lane to IH 35. Derek coordinated the design of all aspects of the project including roadway, drainage, water quality, detention, ROW needs, Survey, traffic, ADA, and public involvement components. The project set the proposed limits of construction of the ultimate 4-lane road and interim 2-lane alternative in order to identify proposed ROW.

5 | RED BUD LANE
Round Rock, Texas
Client: City of Round Rock // Completed: Ongoing // Cost: $15M // Characteristics: Roadway Widening to 5-lane Urban // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Located in Williamson County
Roles & Responsibilities: Derek was the Drainage Lead and Project Manager of schematic and PS&E development for a reconstruction/widening of a proposed 5-lane urban roadway in Round Rock, Texas from Forest Ridge Boulevard to Gattis School Road. Derek coordinated the design of all aspects of the project including roadway, drainage, water quality, detention, retaining walls, ROW acquisition, survey, geotechnical, traffic, SUE, ADA, and public involvement components.

6 | MEADOWS AREA DRAINAGE STUDY
Round Rock, Texas
Client: City of Round Rock // Year Completed: Analysis 2018 // Construction Cost: NA Characteristics: 2-D Flood Modeling, Preliminary Engineering, 2-D Drainage Analysis, Impact/Detention Analysis // Relevance: Interim/Ultimate Design, ROW Identification, FEMA Streams, Located in Williamson County
Roles & Responsibilities: Derek was the Drainage Lead and Project Manager on a comprehensive drainage study of both the Meadows and Greater Round Rock West subdivision area in Round Rock, Texas. Study included 2-D hydrologic and hydraulic analysis of a 200-acre developed area with multiple locations of historic flooding issues. Developed an existing 2-D model detailing land use, infiltration, and 1-D existing conveyance features, and applying rain on grid inflow methodology. Calibrated the model with existing rainfall data from a 2015 event, and captured video footage of flooding within the area during the same event. Created inundation map of entire area, highlighted structures within the study area with anticipated inundation. Developed potential solutions to reduce flooding within the areas and modeled in 2-D to create a proposed inundation map. Estimated costs of each improvement including storm sewer improvements, grading, utility relocation, traffic control, and ROW/easements.

7 | WEISS LANE
Pflugerville, Texas
Client: City of Pflugerville // Completed: 2016 // Cost: $18M // Characteristics: Urban/Rural 4-lane Divided, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge

Roles & Responsibilities: Derek was the Drainage Lead for three miles of roadway improvements in Pflugerville, Texas. Derek performed floodplain analysis on three FEMA stream crossings with new bridge locations using HEC-RAS and HEC-HMS; coordinated with the local floodplain administrator. Proposed bridge geometry design; drainage design for PS&E including storm sewer, ditch and cross culvert design using GEOPAK Drainage, and HY-8.

8 | FM 685
Williamson County, Texas
Client: City of Hutto // Completed: 2017 // Cost: $14M // Characteristics: Rural 4-lane Divided, Impact/Detention Analysis // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Derek was Drainage Lead for the widening of FM 685 from US 79 to SH 130 in Hutto, Texas. Project widened existing roadway and added curb and gutter with a storm sewer system that outfalled into Brushy Creek. Project funded with Proposition 12 funds which required and accelerated schedule to meet the construction deadline. Responsible for drainage design, hydraulic analysis of Brushy Creek Bridges, cross culverts, erosion control, and PS&E.

9 | MOPAC IMPROVEMENT PROJECT
Austin, Texas
Client: Central Texas Regional Mobility Authority // Completed: 2018 // Cost: $200M
Characteristics: Control of Access High Speed Roadway // Relevance: Controlled Access Facility, Added Capacity, PS&E, ROW Identification, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge
Roles & Responsibilities: Derek was the Drainage Lead responsible for designing over 75 storm sewer systems along the project corridor. Design included dynamically modeling all storm sewer systems in an effort to create inline detention to mitigate peak flow increases at the outfalls. Retrofitted existing storm sewer systems to utilize existing infrastructure. Conducted a floodplain study on Walnut Creek and submitted the results to the local floodplain administrator.

10 | RONALD REAGAN BOULEVARD NORTH PHASE 4
Williamson County, Texas
Client: Williamson County // Completed: 2013 // Cost: $20M // Characteristics: Rural Ultimate 4-lane Divided // Relevance: Ronald Reagan Corridor, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Bridge, Located in Williamson County
Roles & Responsibilities: Derek was the Drainage Lead for this project involving floodplain analysis on three FEMA crossings using HEC-RAS and HEC-HMS including: proposed bridge geometry design and channel mitigation, drainage design for Schematic/PS&E including ditch and cross culvert design in accordance with the Protocol for Sustainable Roadsides Manual. Coordinated ROW needs based on preliminary drainage design. Designed temporary and permanent best management practices including TSS load removal calculations along with the preparation and submission of the Water Pollution Abatement Plan in accordance with TCEQ.

RILEY SLADEK, PE

DRAINAGE SUPPORT
ROUND ROCK OFFICE



LJA ENGINEERING

EDUCATION

2006, BS, Civil Engineering
Texas A&M University

PROFESSIONAL LICENSE

2011, Professional Engineer: Texas #108887

TXDOT PRECERTIFICATION

Employee Sequence No. 19961
Categories: 3.2.1, 4.2.1, 4.4.1, 7.1.1, 7.3.1, 7.4.1, 8.1.1, 8.3.1, 10.1.1, 10.2.1

EXPERIENCE

Total: 13 Years // Firm: 7 Years

SUMMARY OF QUALIFICATIONS

Riley has 13 years of experience in transportation engineering and is currently serving as a project manager for LJA's Cedar Park office. His background consists of hydrology & hydraulic design, roadway design, traffic engineering, utility coordination, and design/build experience. Duties include preparation and review of civil PS&E, storm sewer design, culvert design, ditch/channel design, water quality design, impact analysis, development of drainage reports, FEMA floodplain analyses, geometric design, signing & striping, roadway cross section development, traffic control, traffic impact analyses, traffic signal warrants and design, and utility relocation management. Riley has worked for multiple TxDOT districts, Texas counties, toll authorities, private companies, and local municipalities all over the state.

COMPARABLE EXPERIENCE MATRIX

	PROJECTS IN RESUME									
TASKS	1	2	3	4	5	6	7	8	9	10
Controlled Access Facility							•			
Added Capacity	•	•	•	•		•	•	•		•
Interim/Ultimate	•		•	•		•	•	•		
Schematic	•	•	•			•		•		•
PS&E	•	•	•	•	•	•	•	•	•	•
ROW Identification	•	•						•		
Traffic Studies	•							•		
Public Involvement	•	•								
Edward's Aquifer Protection Zone		•	•				•			
FEMA Streams	•	•		•	•	•	•	•	•	•
Bridge	•			•	•		•	•		
Located in Williamson County		•	•							

1 | HODDE LANE
Pflugerville, Texas
Client: Travis County // Completed: 2019 // Cost: $5.4M // Characteristics: Interim 2-lane Arterial, Ultimate 4-lane Divided Arterial // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, Public Involvement, FEMA Streams, Bridge
Roles & Responsibilities: Riley was Drainage Lead and Project Manager for a safety improvement project to realign an existing rural roadway, Hodde Lane. Riley led a team that developed a preliminary engineering report and designed a 4-lane divided arterial urban section for Travis County, which included improving the existing roadway alignment, intersection improvements, and eliminating floodplain issues. Riley analyzed one proposed bridge and one culvert crossing to determine impacts to the surrounding area. Proposed storm sewer and ditches were designed for interim conditions while incorporating the ultimate design. Additionally, Riley provided cost estimates for a preliminary engineering phase as well as each PS&E submittal.

2 | NEW HOPE DRIVE EXTENSION PHASE I
Cedar Park, Texas
Client: City of Cedar Park // Completed: 2019 // Cost: $8M // Characteristics: Urban 4-lane Divided Relevance: Added Capacity, Schematic, PS&E, ROW Identification, Public Involvement, Edward's Aquifer Protection Zone, FEMA Streams, Located in Williamson County
Roles & Responsibilities: Riley served as a Drainage Engineer for a new construction 4-lane divided urban roadway in Cedar Park, Texas. Project consisted of 3 major culvert crossings, closed storm sewer, and roadside ditches. Riley's preliminary analysis during the schematic phase included a preliminary report on culvert sizing/grading requirements and detention and water quality needs in order to set the necessary proposed ROW. Riley designed ditches and storm sewer systems to convey flows from the project to the receiving stream Designed permanent best management practices and submitted a Contributing Zone Plan to TCEQ for approval prior to construction activities. Riley also developed a cost estimate for drainage design to incorporate into the overall project cost estimate.

3 | ANDERSON MILL ROAD
Cedar Park, Texas
Client: City of Cedar Park // Completed: 2018 // Cost: $7M // Characteristics: Ultimate 4-lane Divided // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, Edward's Aquifer Protection Zone, Located in Williamson County
Roles & Responsibilities: As the Drainage Lead, Riley led a team which developed drainage design for segments of roadway widening and roadway realignment. Storm sewer, culvert, and ditch design were performed for the extent of the project. The project included schematic and PS&E phases. The team performed hydrologic and hydraulic calculations for existing and proposed conditions. Riley also coordinated with TCEQ to acquire WPAP approval for the project. Additionally, Riley provided cost estimates for interim and ultimate scenarios. The interim project was scoped based on these cost estimates to fit within the client's budget.

4 | STATE LOOP 480
Eagle Pass, Texas
Client: TxDOT // Completed: Ongoing // Cost: $70M // Characteristics: Rural Ultimate 4-lane Divided // Relevance: Added Capacity, Interim/Ultimate Design, PS&E, FEMA Streams, Bridge
Roles & Responsibilities: Riley served as Drainage Lead for a new location 2-lane interim controlled access roadway. Riley developed a comprehensive drainage study and performed drainage design for the 6.5-mile loop around Eagle Pass. The drainage design consisted of the hydrologic and hydraulic design for 20 cross culverts, 5 of which are Bridge Class, one FEMA crossing (Elm Creek), one irrigation canal crossing, scour analysis, coordination with the Local FEMA Flood Plain Administrator, storm sewer and approximately 20 miles of ditch design. Riley provided a drainage cost estimate to be included in the overall project Cost estimate.

5 | US HIGHWAY 290, FROM PAIGE TO GIDDINGS
Bastrop and Lee Counties, Texas
Client: TxDOT Austin // Completed: Ongoing // Cost: $40M // Characteristics: Rural 4-lane Divided, Shoulders // Relevance: PS&E, FEMA Streams, Bridge
Roles & Responsibilities: As Drainage Lead, Riley delineated drainage areas and peak flows for schematic and PS&E phases of a 10-mile widening project. Twenty-five culverts were analyzed, extended, or replaced based off the design year peak flows. One FEMA crossing was studied and improved to meet all design requirements. Ditch and storm sewer design were performed for the project limits. An overall drainage report was created to demonstrate the impacts of the project to the surrounding area. Riley also developed a cost estimate for drainage design to incorporate into the overall project cost estimate.

6 | FM 110 NORTH
Hays County, Texas
Client: Hays County // Completed: Ongoing // Cost: $32M // Characteristics: Rural Ultimate 4-lane Divided, Interim 2-lane // Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, FEMA Streams
Roles & Responsibilities: As Drainage Lead, Riley developed hydrology for six miles of a new location 2-lane rural highway in Hays County. He designed 15 culverts, multiple ditches, and storm sewer throughout project limits. Riley also developed a cost estimate for drainage design.

7 | MOPAC IMPROVEMENT PROJECT
Austin, Texas
Client: Central Texas Regional Mobility Authority // Completed: 2018 // Cost: $200M
Characteristics: Control of Access High Speed Roadway // Relevance: Controlled Access Facility, Added Capacity, Interim/Ultimate Design, PS&E, Edward's Aquifer Protection Zone, FEMA Streams, Bridge
Roles & Responsibilities: As Drainage Engineer, Riley created existing and proposed drainage areas for the 11-mile DB corridor improvement project. He modeled and analyzed existing and proposed drainage systems in Geopak Drainage, and evaluated data for overall project impact analysis. Riley designed proposed storm sewer, ditches, and culverts for the length of the project.

8 | SL 195
Roma, Texas
Client: TxDOT // Completed: Ongoing // Cost: $150M // Characteristics: 4-lane Divided
Relevance: Added Capacity, Interim/Ultimate Design, Schematic, PS&E, ROW Identification, Traffic Studies, FEMA Streams, Bridge
Roles & Responsibilities: Riley is currently Drainage Lead for PS&E production of SL 195 from Rio Grande City to Roma, Texas. A 17.25-mile new location, 4-lane divided roadway from FM 755 north of Rio Grande City to US 83 north of Roma. The typical section consists of 2' -12' lanes with 10' outside shoulders and 4' inside shoulders. The existing rural land topography is characterized by sections of rolling terrain and includes 27 bridges and six floodplain crossings. H & H calculations were performed for existing and proposed conditions of each crossing. Proposed culverts, storm sewer, and ditches were designed for interim conditions while incorporating the ultimate design.

9 | FM 27
Freestone County, Texas
Client: TxDOT // Completed: 2019 // Cost: $18.2M // Characteristics: 2-lane Rural
Relevance: PS&E, FEMA Streams
Roles & Responsibilities: Riley was Drainage Lead and Project Manager for a 16.27 mile safety improvement project that consisted of widening and rehabilitating an existing road in Freestone County. PS&E was developed for 51 culvert crossings that were extended and/or replaced and analyzed for existing and proposed conditions. Ditches were designed for the entire 16 mile project limits. SUE was provided throughout the corridor for culvert design to avoid utility conflicts throughout the project.

10 | FM 969
Travis County, Texas
Client: Travis County // Completed: 2018 // Cost: $11.1M // Characteristics: 5-lane Rural
Relevance: Added Capacity, Schematic, PS&E, FEMA Streams
Roles & Responsibilities: Riley served as Drainage Lead for the FM 969 Phase 1 roadway project (Decker Lane to FM 973). The project was a Travis County 2-mile conversion of an existing 4-lane (no shoulder) rural to a 5-lane (with shoulders) rural roadway and sidewalks within existing 100' ROW. Riley developed hydrologic calculations and performed a floodplain analysis for a FEMA bridge-class culvert crossing along FM 969. HEC-RAS models were created for existing and proposed conditions and a hydraulic analysis was completed. Scour potential, velocities, and sediment transport were investigated. All findings were compiled into a floodplain analysis report.



Mike Chavez, RPA
ENVIRONMENTAL TASK LEAD

Mike Chavez is a senior planner and project manager with more than 20 years of experience in environmental planning and consulting, including preparing environmental documentation in accordance with the National Environmental Policy Act (NEPA) and other federal, state, and local regulations. Mike has demonstrated experience in project team leadership to address challenging scope items while achieving schedule milestones by developing creative solutions with local context. Mike has served as Project Manager on two separate Texas Department of Transportation (TxDOT) Environmental Services On-Call contracts and as Transportation Project Delivery manager for TxDOT where he oversaw three environmental impact statements (EIS) and numerous environmental assessments (EA). In his time at TxDOT, Mike played a critical role in producing and reviewing guidance, which included training and developing guidance on TxDOT's Environmental Compliance Oversight System (ECOS). Mike is also a Registered Professional Archaeologist (RPA), having served as principal investigator on numerous cultural resources survey projects.

SERVICE GROUP:
Transportation - Environmental

REGISTRATION:
Registered Professional Archaeologist (RPA) (ID# 989304)

EDUCATION:
Bachelor of Arts- Anthropology, Texas State University, San Marcos.

Master of Applied Geography- Environmental & Resource Studies, Texas State University, San Marcos

MEMBERSHIPS + RECOGNITIONS:
Central Texas Association of Environmental Professionals (Board Member)

CENTRAL TEXAS EXPERIENCE

183A, Phase III EA | Williamson County, TX
CLIENT: Central Texas Regional Mobility Authority (CTRMA)
PROJECT DURATION: MAR 2018 – MAR 2020
Mike served as an environmental task manager for the 183 Phase III EA from Hero Way to 1.1 miles north of SH 29 in Williamson County. Mike provided oversight on project delivery of the EA, served as lead author on the indirect/cumulative analysis, managed and worked collaboratively with the subconsultants, compiled and provided QA/QC for all project documentation, and supported in the project reevaluation. Mike also served as subject matter expert (SME) for the Central Texas Regional Mobility Authority (CTRMA) for stakeholder meetings regarding noise impacts. The project received a Finding of No Significant Impact (FONSI) in 2019.

183 North Mobility Project Reevaluation | Austin, TX
CLIENT: CTRMA
PROJECT DURATION: JAN 2019 – MAR 2020
Mike served as environmental task lead for the reevaluation of the environmental decision on the proposed improvements along US 183 in north Austin between SH 45 and Mopac. The reevaluation assessed design changes for additional direct connectors between US 183 and Mopac. Mike oversaw and managed the supporting analysis for the reevaluation and compiled the reevaluation documentation for review by TxDOT. In addition, Mike assisted Kemble White of Cambrian Environmental on a biological assessment to initiate formal consultation with the United States Fish and Wildlife Service (USFWS). Mike coordinated early and often with TxDOT and provided early reviews of documentation so that when formal submittal occurred, a determination that the original decision was valid was obtained in one week.

Ronald Reagan Intersections Project | Williamson County, TX
CLIENT: Williamson County
PROJECT DURATION: June 2020 – NOV 2020
Mike served as the environmental task lead for the intersection improvements at Silver Spur Blvd and Sun City Blvd. Mike directly oversaw the production of the environmental constraints map, Section 404 assessment of impacts memo, and Texas Historical Commission coordination for Texas Antiquities Code (TAC) compliance for the project. Based on Mike's knowledge of the previous work conducted in the area, he was able to minimize the level of effort for environmental services to ensure compliance with the Clean Waters Act and the TAC.

RM 967 Project | Hays County, TX
CLIENT: Hays County
PROJECT DURATION: JULY 2020 – Ongoing
Mike served as the environmental task oversight and environmental QA/QC for proposed improvements on RM 967 from Ruby Ranch Road to east of FM 1626. Mike was brought in to provide management of the subconsultant after initial delays in schedule. Under Mike's management and directing consultation with TxDOT, Mike was able to get the environmental

documentation back on schedule. This was accomplished by providing TxDOT additional pertinent information for biological and cultural resources during task coordination to be able to avoid informal coordination with US Fish and Wildlife Serve, and unnecessary archeological and historic-age resources surveys that would have impacted the project schedule.

TxDOT, Environmental Division (ENV) Scientific Services - Environmental Documentation Services Contract | Throughout Texas
CLIENT: TxDOT – Environmental Affairs
PROJECT DURATION: JAN 2019 – FEB 2020
Mike served as the project manager for a TxDOT Scientific Services contract. Mike was responsible for leading a multi-disciplined team of consultants in the completion of on-call scientific services for TxDOT-ENV. The services include the production of environmental documentation and technical services for transportation project in compliance with federal and state environmental standards. In this role, Mike managed numerous concurrent work authorizations (WAs) that included single resource evaluations (Hazardous Materials assessment for Austin District), public involvement activities (noise workshop and public notifications), and categorical exclusion (CE) documentation. All WAs were on time and on budget.

SH 45SW EIS and ROD | Austin, Travis and Hays counties, TX
CLIENT: CTRMA
PROJECT DURATION: MAR 2013 – MAR 2015
Mike served as the TxDOT project delivery manager on the highly controversial project that required strict adherence to environmental processes and procedures in anticipation of a legal challenge. Mike helped develop the purpose and need, subject areas technical reports, the draft and final EIS, and QA/QC documentation. He compiled, condensed, and coordinated inconsistencies in review comments from all TxDOT SMEs for distribution to the production team and coordinated comment review meetings to expedite revisions and gain concurrence from all reviewers and the production team. Mike oversaw the production of the ROD in cooperation with TxDOT's legal team, CTRMA, and the consultant team, and compiled the notice of availability (NOA) and 139(l) documentation. The expected lawsuit was pursued by a local advocacy group and Mike was a key component in the gathering and compiling project files for the administrative record. The lawsuit eventually was found in favor of TxDOT and the CTRMA, due in large part to the comprehensiveness of the administrative record.

US 281 from Loop 1604 to Borgfeld Drive EIS and ROD | San Antonio, TX
CLIENT: Bexar County
PROJECT DURATION: MAR 2013 – JUL 2015
Mike served as the TxDOT project delivery manager for an 8-mile controlled access project in northern San Antonio that required direct coordination with the local government (LG) sponsor and their consultant team on all deliverables and agency coordination. Mike was brought into the project after the circulation of the Draft EIS that did not identify the preferred alternative and was critical in the project obtaining the record of decision (ROD) 13 months after the public hearing. Mike helped keep the schedule by developing of an innovative approach of using a reevaluation checklist for the determination of the preferred alternative and documenting that the project had a change in the funding type from the Draft EIS. Mike was responsible for the ultimate environmental compliance review prior to the ROD and compiled the closing documentation for the project.

Loop 1604 from Potranco Road to FM 471 EA | San Antonio, TX
CLIENT: TxDOT – San Antonio District
PROJECT DURATION: MAR 2013 – MAY 2016
Mike served as both the TxDOT project delivery manager and District Environmental PM to directly manage the production team on all deliverables and coordination, including scope and schedule. The project was originally cleared as state project; but subsequent federal funding and ability to use Section 7 consultation to expedite US Fish and Wildlife Service (USFWS) coordination required changing to federal clearance. Mike managed and reviewed all submittals to TxDOT-Environmental Affairs Division (ENV) including managing review timeframes for ENV SMEs and District staff. Mike quickly initiated agency coordination with federal partners necessary due to a funding change from state to federal. Mike utilized a Notice Affording the Opportunity for a Public Hearing (NAOPH) to expedite schedule for federal project since project scope was largely similar to that presented at state public hearing. Overall, Mike effectively managed the changes and the project met the letting schedule.
Additional Controlled Access Projects in Texas

SH 68 Project Draft EIS | Hidalgo County, TX
CLIENT: TxDOT – Pharr District
PROJECT DURATION: AUG 2015 – MAR 2018
Mike served as the TxDOT project delivery manager for the new location, controlled access facility and directly

oversaw the highly detailed environmental scoping and schedule development, while providing agency oversight under the newly acquired NEPA assignment from the Federal Highway Administration (FHWA). He aided in the production of the Draft EIS supporting documentation and was a major author in the Alternative Analysis technical report and identification of the preferred alternative. Mike was key in the formation of a revised schedule after delays with preliminary engineering development. This was critical in identifying and authorizing concurrent environmental tasks to expedite schedule and meet the sponsors time frames for circulation of the Draft EIS. The project is ongoing after receiving approval to advance to the public hearing under Mike's guidance.

State Loop 335 (Segment C-1) EA | Amarillo, TX
CLIENT: TxDOT – Amarillo District
PROJECT DURATION: DEC 2019 – MAR 2020
Mike served as an environmental task manager and QA/QC lead for the SL 335, Segment C-1 EA from Southwest 9th Avenue to FM 1719 (Western Street) in northwest Amarillo in Potter County. Mike served as lead author on the EA, provided oversight on all environmental analysis, participated in public meetings, managed and worked collaboratively with the subconsultants, and compiled and provided QA/QC for all project documentation. Mike was critical in keeping the documentation within current TxDOT guidance and keeping the environmental phase within the project schedule.

SH 365 from FM 1016/Conway Avenue to US 281/Military Highway (EA | Hidalgo County, TX
CLIENT: Hidalgo County Regional Mobility Authority
PROJECT DURATION: AUG 2013 – JUL 2015
Mike served as TxDOT project delivery manager for a 16.5-mile new location controlled-access toll road. Mike effectively coordinated with LG sponsor and directly managed District and production team on all deliverables and coordination, including scope and schedule. Mike facilitated buy-in on proactive solutions from all members of the project team that included the District, LG sponsor, ENV SMEs, and consultants. Mike directed the documentation of a phased, multiple CSJ project in a single EA. Collaborated on innovative mitigation approach for potentially eligible archeology sites by adding fill to cover and preserve by roadway. Successfully navigated major alignment shift and inclusion of new ROW after initiation of project investigations and documentation. This included expediting consultation with state and federal agencies on the alignment shift to provide focused review of changes. With Mike's hands-on management, the project maintained EA status and received FONSI on schedule.

IH 10 Frontage Road from FM 464 to State Highway 46 Project | Guadalupe County, TX
CLIENT: TxDOT – San Antonio District
PROJECT DURATION: Oct 2011 – June 2012
Mike served as the Environmental Specialist for the categorical exclusion documentation exclusion for the proposed improvements on IH 10 westbound frontage road. Mike served as lead author in addressing cultural resource and community impacts for the project.
Other pertinent Texas Projects

Landing Boulevard/NASA 1 Bypass Extension Project | League City, TX
CLIENT: League City and TxDOT – Houston District
PROJECT DURATION: MAR 2018 – JUL 2019
Mike served as environmental task leader for the environmental studies on the Landing Boulevard/NASA 1 Bypass Extension new location roadway project. Duties included the production and management of environmental technical studies for the determination of the project as a categorical exclusion. Mike was able to successfully rescope this new location bridge and roadway extension project from an EA to open-ended (d)-list CE. Doing this has allowed for acceleration of clearance schedule due to elimination of EA document preparation and review timelines. Additionally, Mike served as task lead for the public involvement effort that included a public hearing.

US 281 from FM 3248 to FM 1421 EA | Brownsville, TX
CLIENT: TxDOT – Pharr District
PROJECT DURATION: MAR 2015 – DEC 2015
Mike served as the TxDOT project delivery manager for the 5.2-mile added capacity project. The project had been on-hold for years before being reinitiated with an aggressive 11-month letting deadline. To meet the deadline, Mike quickly assembled the project team (District and consultant) and reviewed previously prepared studies/constraints to accurately scope project in ECOS and develop an achievable critical path schedule based on necessary studies. Mike proactively initiated follow-up meetings with project team, sometimes daily, to manage the resolution of each regulatory issue and maintain schedule. Mike provided QA/QC reviews on all submittals (using ENV QA/QC checklist created by Mike), including managing internal review timeframes for ENV SMEs and District staff; condensed review times by providing immediate feedback on red flag issues and concurrent ENV/

District reviews; and determined NAOPH would be sufficient for PI to expedite schedule. As a result of Mike's hands-on management, the project achieved a FONSI in 10 months.

SH 200 from State Highway 361 to Farm-to-Market 1069 EA | Ingleside, San Patricio County, TX
CLIENT: TxDOT – Corpus Christi District
PROJECT DURATION: JAN 2013 – AUG 2016
Mike served as the TxDOT project delivery manager for the proposed approximately 2-mile new location 4-lane principal arterial roadway. The consultant for the LG (City of Ingleside) sponsored project had limited experience with the production and delivery of an EA and was experiencing heavy delays; therefore, much of the management of the production of the environmental document fell on Mike and the District to meet an expedited schedule. Mike managed the consultant staff on data review, analysis, and documentation of several items including cultural resources, hazardous materials, community impacts, and water resources. Mike maintained project schedule in effort to meet funding deadline for the LG; reviewed and allocated reviews to TxDOT SMEs in expedited manner; performed QA consultation with consultant team by performing unofficial reviews of technical reports and the EA prior to formal submittal under TAC review timeframes to ensure adequate analysis and documentation of resources and impacts; providing guidance on TAC, CEQ, and NEPA regulation and process; and ultimately reviewing and recommending approval of environmental documentation to the ENV division director. As a result of Mike's hands-on management, project achieved a FONSI and the project met the city's expedited schedule.

Park Road 22 Bridge EA | Corpus Christi, TX
CLIENT: City of Corpus Christi & TxDOT – Corpus Christi District
PROJECT DURATION: JAN 2014 – AUG 2016
Mike served as TxDOT project delivery manager for a new bridge construction project on an existing roadway. The project would install a new bridge over a canal that would be constructed by a third party. In coordination with the District and USACE, Mike managed the documentation for the project, which determined that the EA would only evaluate the environmental effects of the proposed bridge construction within the TxDOT PR 22 ROW since the canal project was mandated by a USACE permit. Mike, in conjunction with the District, effectively coordinated with the LG sponsor (Corpus Christi) and managed the consultant production team on all deliverables and coordination. Mike managed the development of innovative approach for documenting and addressing the potential connected action. Managed and reviewed all submittals to TxDOT-ENV including managing review timeframes for ENV SMEs and District staff. Oversaw development and approved the projects documented purpose and need, and proposed action. As a result of Mike's hands-on management, the complex bridge construction project maintained EA status and received a FONSI.

County Road 111 Expansion Project | Williamson County, TX
CLIENT: Williamson County, TX
PROJECT DURATION: AUG 2007 – MAY 2008
Mike served as the project archeological specialist and Field Director for the cultural resource investigations of the 1.89-mile County Road (CR) 111 Expansion Project in south-central Williamson County, TX. Mike conducted and oversaw the background literature review and intensive pedestrian survey. The survey identified one National Register of Historic Places property that extended into the project area. Mike played a critical role in the Section 4(f) de minimis determination that allowed the project to proceed on schedule.

Amistad Acres Road from Box Canyon Road to Amistad Acres Subdivision EA | Val Verde County, TX
CLIENT: Val Verde County & TxDOT – Laredo District
PROJECT DURATION: Oct 2013 – June 2015
Mike served as an TxDOT project delivery manager and provided oversight on project delivery of the EA for the improvements of an existing gravel road to a two-lane roadway. Mike directly oversaw the Section 4(f) de minimis documentation for the acquisition of portions of Amistad National Recreation Area, which required consultation with the National Park Service. Mike compiled and provided QA/QC for all project documentation, and served as subject matter expert (SME) for the park 4(f) acquisition and played a key role in identifying affected land owners that included the Amistad Acres subdivision, which would not normally meet the criteria of an adjacent landowner. The project received a FONSI in 2015.

BRANDON S. YOUNG
ENVIRONMENTAL SUPPORT

EDUCATION

M.A., Anthropology, University of Texas at San Antonio, 2002

B.A., Anthropology, University of Texas at Austin, 1994

CERTIFICATIONS & CONTINUING EDUCATION

Registered Professional Archeologist, 28578776

Section 4(f) Compliance for Historic Properties; March 26-27, 2015; Texas Parks & Wildlife Department

Section 106: How to Negotiate and Write Agreements; June 6-8, 2006 in Austin, TX; TxDOT Environmental Affairs

The University of Texas at Austin Archeological Field School, WS-Ranch Site, Alma, New Mexico, 1993

TECHNICAL SPECIALTIES

Section 106 and Antiquities Code of Texas compliance, prehistoric and historic terrestrial archeology (Phase I survey, Phase II test excavations, and Phase III data recovery excavations), archeological monitoring, artifact analysis and curation

PROFESSIONAL ACTIVITIES

Member, Society for American Archaeology

Member, Council of Texas Archeologists (CTA)

Lambda Alpha National Honor Society for Anthropology, 1999

TxDOT PRECERTIFICATION

Sequence No. 15362
Categories: 2.10.1

FIELDS OF EXPERIENCE

Brandon Young serves as the Archeology Program Manager at Hicks & Company. He has over 25 years of regional expertise and has conducted extensive cultural resources investigations for complex transportation, oil and gas, water/wastewater infrastructure, renewable energy, local and state construction, and private development projects (e.g., wind, solar, and residential) in Texas and adjacent states including Arkansas, Colorado, Louisiana, New Mexico, and Oklahoma.

His current duties include managing all phases of archeological investigations, laboratory analysis, supervising the curation of artifacts, writing technical reports, and consulting with state and federal agencies and clients within the private sector. Mr. Young's work with federal and private agencies has consisted of archeological work and other NEPA-related contributions in support of Environmental Impact Statements, Environmental Assessments, and Cultural Resource Management Plans. Mr. Young also manages client coordination, coordination with federal, state, and local agencies/entities, and obtaining Texas Antiquities permits for conducting cultural resources projects on Texas public lands, as per the Antiquities Code of Texas (ACT). Mr. Young has also worked extensively with cultural resources projects to comply with Section 106 of the National Historic Preservation Act (NHPA) for projects involving, for example, the U.S. Army Corps of Engineers (USACE) Section 404 permitting, the Federal Energy Regulatory Commission, the Environmental Protection Agency, the Texas Historical Commission (THC), and the U.S. Department of Agriculture (USDA).

EMPLOYMENT HISTORY

Hicks & Company Environmental/Archeological Consultants, Austin, Texas; Archeology Program Manager, 2018–present

SWCA Environmental Consultants, Austin, Texas; Senior Project Manager/Principal Investigator, 2014–2018

Blanton & Associates, Inc., Austin, Texas; Cultural Resources Coordinator/Principal Investigator, 2003–2014

SELECT PROJECT EXPERIENCE

- *City of Austin (COA) McNeil Drive Water Transmission Main, Travis and Williamson Counties, Texas* – Mr. Young was the principal investigator in support of the construction of a 72-inch-diameter water transmission main on McNeil

Drive. Mr. Young developed the archeological survey scope of work to accompany the Texas Antiquities permit application to the THC. Mr. Young managed coordination with the THC and recommended that, due to design changes that resulted in the tunneling of the proposed water main subsequent to the receipt of the Texas Antiquities permit, survey investigations became unnecessary. The THC concurred in November 2019.

- *City of Marble Falls NRCS EWPP Project, Marble Falls, Burnet County, Texas* – Mr. Young is the principal investigator for cultural resources investigations for a watershed protection project pursuing federal funding through the USDA Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program (EWPP). As a result of heavy rainfall events in 2018, the City of Marble Falls will be constructing bank and shoreline improvements along segments of Backbone Creek, as well as at the mouth of the creek at its confluence with Lake Marble Falls and the Colorado River. As the project would use federal funding, the project was subject to Section 106 of the NHPA. Mr. Young managed extensive coordination with the City, the THC, and the USDA archeologist. Mr. Young prepared the scope of work and Texas Antiquities permit for submission to the THC. Mr. Young completed background research and managed an archeological survey and field investigations to determine potential impacts to cultural resources. My. Young also co-authored a cultural resources report which included historical context and review of effects to the potentially National Register of Historic Places (NRHP) eligible Johnson Park; the report was submitted to the THC and NRCS and is pending review. May 2020–present.

- *Travis County Fitzhugh Road Bicycle Safety Improvements, Austin, Travis County, Texas* – Mr. Young was the principal investigator in support of an environmental constraints evaluation and environmental assessment for proposed improvements to Fitzhugh Road from SH 290 to the Hays County line. Mr. Young completed a desktop evaluation of the affected environment that included a review of archeological resources to ensure regulatory compliance under the ACT. Mr. Young's managed field investigations, which consisted of an intensive pedestrian, non-collection archeological survey augmented with shovel testing. The subsurface investigations involved the excavation of 18 shovel tests to assess the area of potential effects (APE) for its potential to contain intact buried archeological materials. Mr. Young's survey efforts documented one historic-age archeological site, 41TV2577, which consists of a stacked stone wall that extends (discontinuously) for approximately 1,300 feet east-west within the APE along the north side of Fitzhugh Road. Surface investigations on site observed no associated cultural features or artifacts, and subsurface investigations discovered no buried site component. Mr. Young managed the intensive archeological survey report, which was completed in October 2020, with THC concurrence received in November 2020.

- *Travis County Drainage Improvements on Hog Eye Road, Travis County, Texas* – Mr. Young was the principal investigator and managed coordination with the THC for drainage improvements and the replacement of existing culverts near and under a road crossing that had become vulnerable to flooding. Based on his review of geology, soils, and previous disturbances, Mr. Young recommended that archeological investigations were not warranted for the project. THC concurrence was received in February 2020.

- *Southside Wastewater Improvements Project, City of Kyle, Hays County, Texas* – Mr. Young managed an archeological background study for an environmental constraints

evaluation conducted for proposed improvements to an eight-inch gravity wastewater line. Based on the results of Mr. Young's background study and following coordination with the THC, he recommended that an archeological survey was warranted. Mr. Young developed the archeological survey scope of work to accompany the Texas Antiquities permit application to the THC. Following design changes, Mr. Young completed a survey in May 2020. He authored a draft report, which he submitted to the THC in July 2020. The THC concurred in August 2020 with Mr. Young's recommendations that the project would not affect any archeological resources, and no additional investigations were warranted except areas where right of entry was not obtained. December 2018 – August 2020.

- *Travis County Drainage Improvements on Tom Sassman Road, Travis County, Texas* – Mr. Young was the principal investigator and managed agency coordination with the THC for drainage improvements and the replacement of existing culverts near and under a road crossing that has become vulnerable to flooding. Based on his review of geology, soils, and previous disturbances, Mr. Young recommended that only portions of the proposed project area required archeological investigations and received THC concurrence. Mr. Young conducted field investigations and an archeological survey, including backhoe trenching, for the recommended survey areas in June and August 2020, resulting in the recommendation that no additional investigations were warranted. Mr. Young authored the draft report describing the results of the investigations, which was submitted to Travis County in August 2020 and is pending review. August 2019 – Present.

- *COA & TxDOT Equestrian Trail Crossing at Slaughter Creek, Travis County* – Mr. Young was principal investigator and managed an archeological background study and coordination letter for a proposed equestrian trail crossing. The project was funded by a Texas Park & Wildlife Department Grant. The background study was used to assess the potential for the presence of significant archeological resources within the project area with the goal of determining whether the proposed project warrants archeological field investigations prior to construction. Mr. Young authored the final report, which was submitted to TxDOT in November 2019. TxDOT concurred with the recommendation that an archeological survey was not necessary in November 2019. This concurrence was forwarded to the COA Parks and Recreation Department.

- *Travis County Gilleland Creek Greenway, Travis County* – Mr. Young was principal investigator and managed an extensive archeological background study for the proposed Gilleland Creek Greenway, a 19-mile trail in north Travis County. Mr. Young authored the background study, which documented known archeological resources in and adjacent to the proposed trail alignment and assessed the potential for the presence of significant archeological resources within the APE to assist in determination of a preferred trail alignment prior to an archeological survey. Mr. Young submitted the background study to Travis County in October 2019 and is currently coordinating with the THC. June 2019 – present.

- *COA North Walnut Creek Trail (NWCT) Phase 3 Project, Austin, Texas* – Mr. Young co-authored an environmental assessment for the final phase of the NWCT, which generally follows Walnut Creek from I-35 to a point approximately 4,950 feet south of US 290 East and is funded by 2016 Mobility Bond funds. Mr. Young was principal investigator and managed archival investigations in accordance with THC guidelines. Mr. Young prepared

an archeological background study and coordination letter on behalf of the COA. He managed archeological survey efforts, revealing three previously recorded archeological sites within the disturbance area. Mr. Young documented the results of the investigations in the ERI and EA for COA approval. He also authored a survey report, which was submitted to the THC in April 2019. The THC concurred in August 2019.

- *Rabbit Hill Road Improvements Project, Westinghouse Road to Clearview Drive, City of Georgetown, Williamson County, Texas* – Mr. Young served as principal investigator for an intensive cultural resources survey for proposed improvements to approximately 3,230 feet of Rabbit Hill Road from Westinghouse Road to Clearview Drive. He developed the archeological survey scope of work to accompany the Texas Antiquities permit application to the THC. Mr. Young managed and completed field investigations in May and July 2017. Project clearance was granted by the THC in October 2017.

- *Lively Tract, Williamson County, Texas* – On behalf of a Municipal Utility District (MUD), Mr. Young served as principal investigator for intensive archeological survey investigations of the 437-acre Lively Tract prior to the development of a residential subdivision. Mr. Young developed the archeological survey scope of work to accompany the Texas Antiquities permit application to the THC. Additionally, he managed investigations designed to comply with Section 106 of the NHPA in anticipation of USACE coordination. Mr. Young managed field investigations, which were conducted August 2016. Project clearance was granted by the THC in December 2016.

- *State Highway 45/O'Connor Drive Interchange Project, Williamson County, Texas* – Mr. Young served as principal investigator for an intensive archeological survey of proposed improvements to the State Highway 45/O'Connor Drive interchange from west of Rattan Creek to McNeil Road, prior to proposed roadway improvements by the TxDOT Austin District. Mr. Young developed the archeological survey scope of work to accompany the Texas Antiquities permit application to the THC. The investigations were designed to comply with Section 106 of the NHPA as the project would use federal funds. He managed field investigations, which were conducted in October 2010. Project clearance was granted by the THC in November 2010.

- *Chisholm Trail Road Improvements and Chisholm Trail Parkway Extension Project, City of Round Rock, Williamson County, Texas* – Mr. Young served as principal investigator for intensive archeological survey investigations of the City of Round Rock's proposed Chisholm Trail Road and Chisholm Trail Parkway improvements. He developed the archeological survey scope of work to accompany the Texas Antiquities permit application to the THC. He also managed field investigations, which were conducted in February 2009. Project clearance was granted by the THC in May 2009.

- *New Hope Road Expansion and Extension Project, City of Cedar Park, Travis and Williamson Counties, Texas* – Mr. Young served as principal investigator for intensive archeological survey investigations of the City of Cedar Park's proposed expansion and extension of New Hope Road between FM 1431 and Lakeline Boulevard. He developed the archeological survey scope of work to accompany the Texas Antiquities permit application to the THC. He managed field investigations, which were conducted in February 2007. Project clearance was granted by the THC in March 2007.

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800.340.1070

FRISCO SQUARE BLVD.
FRISCO, TX 75034
PHONE: (469) 252-2138

801 E OLD SETTLERS BLVD, SUITE 120
ROUND ROCK, TEXAS 78664
PHONE: (737) 241-2436

2820 SHORELINE TRAIL, SUITE 303
ROCKWALL, TX 75032 USA
PHONE: (615) 656-1845

1277 JONES ROAD, SUITE 355
HOUSTON, TX 77070
PHONE: (281) 466-2813

7500 RIALTO BLVD. BLD 1, SUITE 225
AUSTIN, TX 78735 USA
PHONE: (512) 782-0251

Commissioners Court - Regular Session **38.**

Meeting Date: 03/09/2021

Award RFQ T2666 Ronald Reagan Corridor (Segment D) RTG Contract

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ T2666 Ronald Reagan Corridor Section D, RM 2338/ Williams Dr. to HWY 195, to Rodriquez Transportation Group (RTG) for Engineering Services and authorizing the execution of the agreement.

Background

Purchasing solicited sealed statements of qualifications for Engineering Services. 21 firms participated of which 15 firms submitted responses. The responses were evaluated by an evaluation committee. The attached Rodriquez Transportation Group contract is to provide professional engineering services for the Ronald Reagan Segment D (RM 2338/ WILLIAMS Dr-SH195) project as part of the LRP has been reviewed and approved for Commissioners Court consideration by the Road Bond Team. The maximum amount payable under this contract, without modification, is six-hundred thousand Dollars ($600,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation scoresheet

Engineering Services Contract

Statement of Qualifications

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:49 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:26 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2021 08:07 PM
Final Approval Date: 03/04/2021		

EVALUATION - Ronald Reagan Corridor
RFQ T2666
DATE: 02/05/2021

										A		E	D		C		
Evaluation Criteria	Maximum Score Points	Bridgefarmer & Associates, Inc.	CP&Y, Inc.	Dannenbaum Engineering Co	Garver, LLC	Huitt-Zollars, Inc.	JMT	Kimley-Horn	LJA Engineering, Inc.	LNV, LLC	Pape-Dawson Engineers	Rodriguez Transportation Group	RPS	Volkert, Inc.	WGI, Inc.	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	35	45	40	40	35	35	40	40	40	40	45	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	40	40	35	35	35	35	40	35	35	45	35	40	35	35
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	40	35	35	35	40	35	40	35	35	40	35	40	35	30
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	40	40	35	35	40	40	40	35	40	40	35	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	45	30	40	40	30	40	40	35	40	40	40	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	40	5	40	5	5	30	30	40	30	40	40	30	40	35	30
Understanding of project	50	40	45	40	40	40	40	45	40	40	40	40	40	40	40	40
TOTAL	350	265	260	265	190	225	250	265	280	250	270	290	255	280	265	255

[redacted]

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Rodriguez Transportation Group, Inc.** **("Engineer")**
ADDRESS: **11211 Taylor Draper Lane, Suite 100, Austin, Texas 78759**
PROJECT: **Ronald Reagan Corridor Seg. D (RM2338/Williams Dr-SH195)** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **six-hundred thousand Dollars ($ 600,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Rodriguez Transportation Group, Inc.
Attn: Robert Carrillo, P.E. _____
11211 Taylor Draper Lane, Suite 100
Austin, Texas 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Rodriguez Transportation Group, Inc.
Attn: Robert Carrillo, P.E.
11211 Taylor Draper Lane, Suite 100
Austin, Texas 78759

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

_____

By Robert Carrillo, P.E.

Printed Name: Robert Carrillo, P.E.

Title: Senior Project Manager

Date: February 23, 2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Rodriguez Transportation Group, Inc.
Name of Firm

Robert Carrillo, P.E.
Signature of Certifying Official

Robert Carrillo, P.E.
Printed Name of Certifying Official

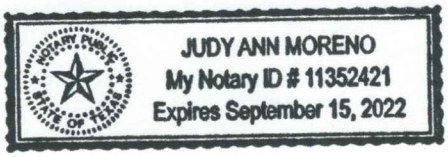
Senior Project Manager
Title of Certifying Official

February 23, 2021
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Robert Carrillo the Senior Project Manager of Rodriguez Transportation Group, Inc., on behalf of said firm.



Judy Ann Moreno

Notary Public in and for the
State of Texas

My commission expires: 9/15/22

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop _Ronald Reagan Corridor Segment D (RM 2338 / Williams Drive to SH 195)_ Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detail in each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 – SURVEYING

TASK 5 – RIGHT-OF-WAY (ROW) MAPPING

TASK 6 – SCHEMATIC DEVELOPMENT

TASK 7 – DRAINAGE STUDY

TASK 8 – ENVIRONMENTAL STUDIES & DOCUMENTS



EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

ATTACHED BEHIND THIS PAGE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D - RATE SCHEDULE

2021 Rodriguez Transportation Group, Inc. Rates

Labor/Staff Classification	Contract Rate
Project Manager	$ 240.00
Quality Manager	$ 187.00
Senior Engineer	$ 222.00
Project Engineer	$ 159.00
Design Engineer	$ 138.00
EIT	$ 115.00
Senior Engineer Specialist	$ 165.00
Environmental Scientist IV	$ 154.00
Senior Engineer Tech	$ 121.00
Engineer Tech	$ 92.00
Admin/Clerical	$ 69.00
Contract Rates include labor, overhead, and profit.	



EXHIBIT D - RATE SCHEDULE

2021 Cambrian Environmental, Inc. Rates

Labor/Staff Classification	Contract Rate
Project Manager	$ 201.00
Senior Karst Geoscientist	$ 201.00
Karst Geoscientist	$ 113.50
Karst Technician	$ 69.52
Salamander Biologist	$ 87.86
Contract Rates include labor, overhead, and profit.	



EXHIBIT D - RATE SCHEDULE

2021 CP&Y, Inc. Rates

Labor/Staff Classification	Contract Rate
Quality Manager	$ 174.00
Senior Engineer	$ 224.00
Project Engineer	$ 191.00
Design Engineer	$ 158.00
Engineer-in-Training	$ 121.00
Senior Engineer Tech	$ 154.00
Engineer Tech	$ 111.00
Senior Environmental Planner	$ 245.00
Environmental Planner IV	$ 174.00
Environmental Planner I/II	$ 111.00
Senior Environmental Scientist	$ 174.00
Environmental Scientist IV	$ 154.00
Environmental Scientist III	$ 121.00
Environmental Scientist I/II	$ 111.00
Senior Architectural Historian	$ 148.00
Architectural Historian	$ 107.00
Admin/Clerical	$ 121.00
Senior GIS Operator	$ 111.00
GIS Operator	$ 101.00
Contract Rates include labor, overhead, and profit.	

EXHIBIT D - RATE SCHEDULE

2021 K Friese & Associates, Inc. Rates

Labor/Staff Classification	Contract Rate
Senior Project Manager	$ 250.00
Quality Manager	$ 240.00
Senior Engineer	$ 225.00
Project Engineer	$ 185.00
Design Engineer	$ 150.00
Engineer-In-Training	$ 125.00
Senior CAD Operator	$ 120.00
CADD Operator	$ 100.00
Senior Engineer Tech	$ 130.00
Engineer Tech	$ 125.00
Admin/Clerical	$ 90.00
Senior GIS Operator	$ 130.00
GIS Operator	$ 125.00
GIS Technician	$ 110.00
Contract Rates include labor, overhead, and profit.	



EXHIBIT D - RATE SCHEDULE

2021 Survey and Mapping, LLC Rates

Surveying Services (SS)	Contract Rate
Project Manager - Survey	$160.00
Licensed State Land Surveyor	$180.00
Registered Professional Land Surveyor	$135.00
Survey Technician	$98.00
Clerical Support	$75.00
Principal/Department Manager	$200.00
Senior Project Manager - Survey	$180.00
Project Coordinator - Survey	$115.00
Surveyor-In-Training (SIT)	$135.00
Senior Survey Technician	$110.00
Field Coordinator	$105.00
Director/Operations Manager	$300.00
Field Crew Services	
2 - Person Survey Crew	$155.00
3 - Person Survey Crew	$195.00
4 - Person Survey Crew	$235.00
Additional Crew Member	$40.00
1 - Person Survey Crew	$115.00
GPS Receiver (per hour)	$25.00
All Terrain Vehicle (per hour)	$10.00
Equipment/Other Direct Rates	
Additional Vehicle (per hour)	$10.00
SX-10 (per hour)	$35.00
Digital Level (per hour)	$4.00
Aluminum boat (per hour)	$15.00
HDS Laser Scanner (per hour)	$115.00
VM810 Survey (per hour)	$5.75
RD8100 Survey (per hour)	$11.25
SPAR 300 Kit (per hour)	$4.00
Weather Station (per hour)	$6.00
Tier 1 HDS Scanner (BLK360 & Faro) (per hour)	$32.00
Tracking Equipment (Hans Box & Traxall) (per hour)	$2.75
Primary Control Monuments (each)	$90.00
Ground Target (each)	$20.00
Contract hourly rates include labor, overhead, and profit.	

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

December 29, 2020

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, Texas 78626

Re: RFQ# T2666 Planning for Ronald Reagan Corridor

Dear Selection Committee Members:

Rodriguez Transportation Group, Inc. (RTG) is pleased to submit this statement of qualifications (SOQ) and express our interest in performing engineering services to assist Williamson County in the development of schematics to add control access lanes to Ronald Reagan between RM 2243 and IH 35. RTG is an Austin-based professional engineering firm established in 1996 and is registered with the Texas Board of Professional Engineers (TBPE: F-587). RTG provides services from preliminary engineering and final design through construction phase services, including feasibility studies, route location studies, preliminary and final design schematics, right-of-way determination and preparation of construction plans (PS&E). Our team has extensive experience in the planning and design of urban and rural facilities, from county roads to controlled-access facilities. Our engineers and technicians average over 20 years of experience in the planning and design of transportation facilities and have developed a reputation for delivering quality service with a cooperative team spirit.

The selection of our team provides the following:

- An Austin based team with significant local experience. As Austin residents, we are extremely familiar with the needs and challenges of the roadways in Williamson County. These aren't just roadways, they are the roads that our families drive daily, and we are invested in ensuring they are designed at the highest level of quality.
- A team with a longstanding history working in and for Williamson County. We understand the County's needs and unique environmental constraints and possess the skill set to successfully deliver the planning project. As Prime, RTG is currently working on Southeast Loop (Segment 1/Phase 1) and recently completed the Georgetown Inner Loop for Williamson County and completed 183A Phase III for the CTRMA / TxDOT, with many of the same team members we are proposing for this program. We possess the depth of experience and breadth of local knowledge to provide design solutions that reflect the County's goals, objectives and values.
- Project Manager Robert Carrillo, PE has over 30 years of experience managing complex projects in Central Texas. In the past 10 years, I have successfully delivered Georgetown Inner Loop, 183A Phase II and III, and SH 45SW. All these projects had numerous environmental constraints and are located over the Edwards Aquifer. I understand the nuances and challenges that will be presented on the Ronald Reagan Corridor. I will be supported by David Krizan as Roadway Design Lead, who brings decades of experience providing "turn-key" production on significant projects in Central Texas. Our combined experience ensures that no matter the challenge, we know how to develop effective, efficient, and innovative solutions to solve it.

All effort required to perform the engineering services will be out of our local Austin office. This ensures team cohesiveness and reduced response time to Williamson County when needs arise. Although not anticipated, if additional resources are needed, RTG has offices in Dallas, San Antonio, Houston, and El Paso to provide support services.

Austin Office (Office Performing Work)	Project Contact
11211 Taylor Draper Lane, Suite 100 Austin, TX 78759 512.231.9544 (ext. 108)	Robert Carrillo, PE - Project Manager rcarrillo@rtg-texas.com

The RTG Team is excited to have an opportunity to support Williamson County by providing resources focused on improving the mobility, quality of life and economy of the Central Texas Region. If you have any questions regarding this submittal, please contact me at 512.231.9544 (ext. 108) or rcarrillo@rtg-texas.com.

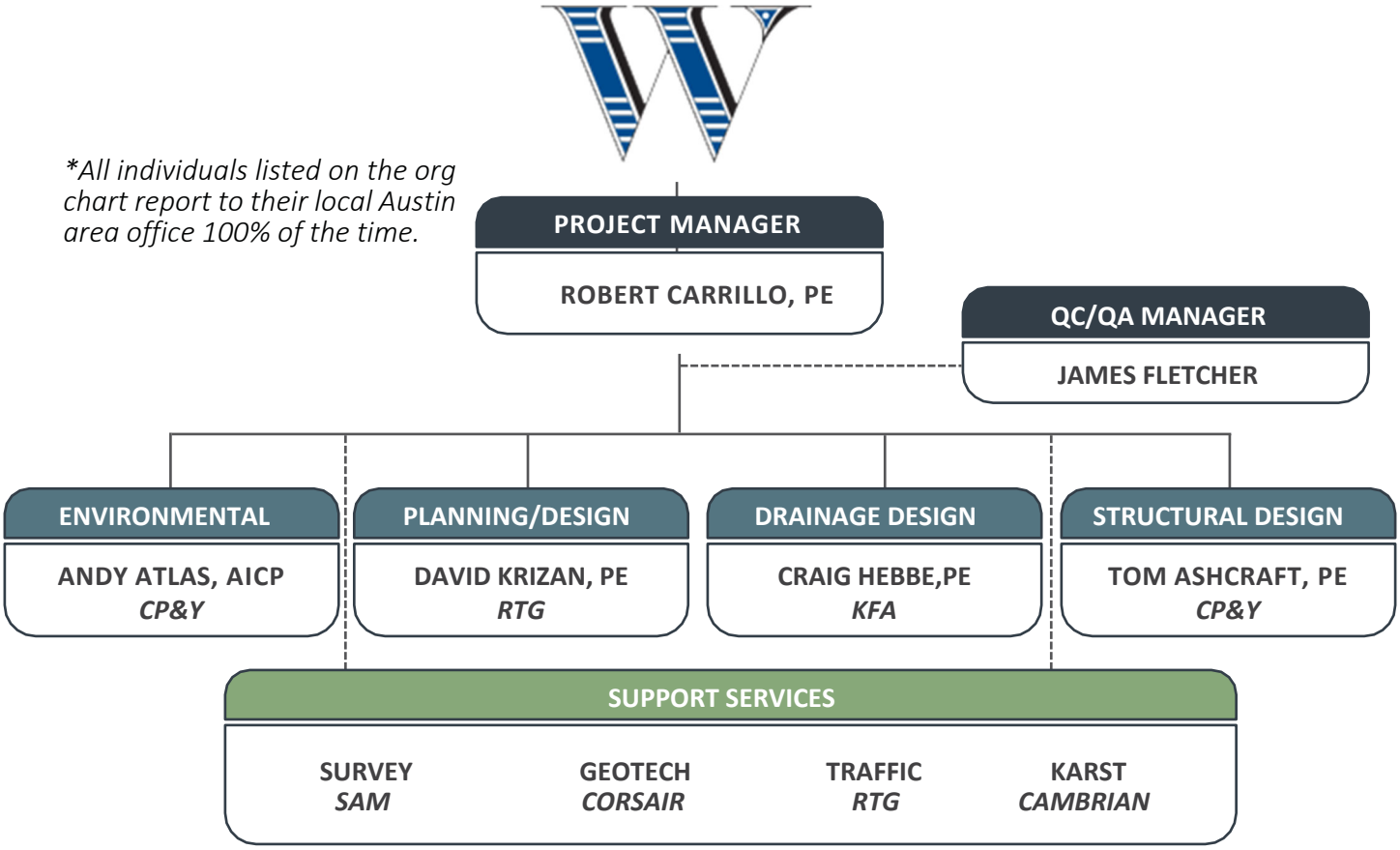
Sincerely,

Rodriguez Transportation Group, Inc.



Robert Carrillo, PE

*All individuals listed on the org chart report to their local Austin area office 100% of the time.



RTG's organizational chart includes key task leads for the required disciplines. We added additional support services (If needed) to manage survey geotech, traffic or karst survey needs. Our team has a shared history working together on environmentally sensitive projects, including SL 360, SH 45SW and the 183A projects for TxDOT and the CTRMA. We have extensive experience working on Williamson County projects and can hit the ground running upon NTP with a team that understands each other as well as the County's preferences and standards.

Company:	Physical Austin Address:
Rodriguez Transportation Group (RTG)	11211 Taylor Draper Lane, Suite 100 Austin, TX 78759 P: 512.231.9544
Cambrian Environmental	4422 Pack Saddle Pass, Suite 204 Austin, TX 78745 P: 512.663.0156
Corsair Consulting	1505 Volta Drive, Suite 200 Cedar Park, TX 78641 P: 512.342.8877
CP&Y	13809 Research Boulevard, Suite 300 Austin, TX 78750 P: 512.349.0700
K Friese & Associates (KFA)	1120 S Capital Of Texas Highway, Suite 100 Austin, TX 78746 P: 512.338.1704
Survey and Mapping (SAM)	4801 Southwest Parkway, Bldg. 2, Suite 100 Austin, TX 78735 P: 512.447.0575

Robert Carrillo, PE

Robert is a senior Project Manager with 31 years of experience, including 7 years with TxDOT and 19 at RTG. Throughout his career, he has remained committed to completing projects from start to finish, regardless of the duration. Over the past 10 years, he worked on multiple projects located over the Edwards Aquifer (ex. SL 360, SH 45 SW, 183A PH2 & 3, Gattis School Road and Georgetown Inner Loop), each with varying degrees of environmental constraints and commitments. He understands the entire project development process and will be proactive in inter-disciplinary coordination and use "lessons learned" to identify and mitigate project issues. Robert has provided expert witness testimony for over 50 special commissioners hearings, including recent hearings on 183A PH3 and GSR, and will use this experience when identifying ROW needs. He is a respected engineer who encourages his team to collaborate and think outside the box for innovative solutions to increase effectiveness, enhance safety, and ensure our Client's project goals are met. A few representative projects include:

SL 360 Program (from Spicewood Springs to S. Mopac)			
Client:	TxDOT Austin	**Location:**	Travis County
Description:	GEC's Ready-To-Let Manager for the program that proposed to replace 7 signalized intersections with grade separations. Portions of the corridor are in threatened and endangered species habitat for the Jollyville Plateau Salamander, karst invertebrates and the Golden-Cheek Warbler. Robert provided guidance to TxDOT's PMs and the segment engineers during conceptual alternative development, the geometric schematic phase and ultimately the PS&E for all projects. He participated in bi-monthly calls and made sure the segment engineers understood the environmental constraint implications. Robert led the traffic modeling coordination efforts with Steve Sharma (RTG) for the entire program, helping to define the ramp spacing and intersection geometry.		
Relevance to WilCo:	• Helped communicate and track environmental constraints to the Segment Engineers • Educated TxDOT staff on the benefits of Geophysical Surveys (ex. P-Wave Analysis, ER Surveys) • Identified alternative approaches to securing traffic volumes due to the pandemic impacts		

183A Phase 3 (from North of CR 258 to Hero Way)			
Client:	CTRMA/TxDOT	**Location:**	Williamson County
Description:	Project Manager for schematic refinement and subsequent PS&E for 6-mile mainlane extension of urban "ultimate" 6-lane controlled access tollway located over the Edwards Aquifer Transition Zone. Initial schematic proposed a reverse crown ML typical section with the intent of using the median and a vegetative filter strip. This concept was abandoned, and Robert led the effort to revise the schematic, which required lengthening and adding bridges to accommodate water quality ponds. Robert was proactive in requesting geophysical surveys at the 183A/SH 29 intersection to confirm the absence of significant voids. He also requested additional OHWM/wetland surveys be conducted in a drainage easement scheduled to be disturbed, therefore avoiding potential permitting delays.		
Relevance to WilCo:	• Has the experience required to proactively identify and resolve inter-discipline issues • Understands how oversights during planning can have negative consequences on the project development process and will work to eliminate similar oversights.		

SH 45 SW (from S. Mopac to FM 1626)			
Client:	CTRMA/TxDOT	**Location:**	Travis and Hays County
Description:	Project Manager for schematic refinement and subsequent PS&E for construction of 4-miles of new location 4-lane tollway located over the Edwards Aquifer recharge zone. During the planning phase, Robert review the technical reports and commented on commitments. One commitment that required 100% of the project be built on embankment (fill) be reduced to 90%. The minor revisions saved money by allowing flexibility during finalization of the design profile. During PS&E, Robert participated in Technical Workgroup Meetings with City of Austin, Travis County, BSEACD, TxDOT and CTRMA subject matter experts identifying strategies to minimize the projects impacts and increase water quality protection.		
Relevance to WilCo:	• Schematic revision resulted in increased long term design flexibility, increased safety and a minimized project footprint, while maintaining compliance with environmental commitments • Lessons learned during planning and the TWG meetings will be applied where viable		

David Krizan, PE

David is a senior PM with 34 years of experience, including 10 years with TxDOT where his work ranged from project construction inspection to project management. He has served as Task Lead or Project Manager for numerous projects ranging from rural roadway widening to the design of new location freeways. These projects include geometric design, schematic design, full PS&E, earthwork/grading, retaining wall and bridge layouts, and traffic control. Representative projects include:

Southeast Loop, Segment 1, Phase 1			
Client:	Williamson County	**Location:**	SH 130 to CR 137
Description:	Deputy PM/Roadway TL for the schematic refinement and PS&E preparation for the EBFR of the ultimate SE Loop freeway facility from SH 130 to US 79. David led the design effort to revise schematic to include an additional bridge to eliminate retaining walls approaching 45' tall. Inclusion of additional bridge required coordination with WILCO Flood Palin Administrator to ensure no adverse impacts to SCS Pond 21 tributary. Revised PS&E to include a left turn lane on CR 137 at the project terminus. He led the geometric revisions to the schematic, plan preparation, coordination with subs and PS&E development and submittal.		
Relevance to WilCo:	• Coordinated with WILCO Floodplain administrator to ensure no flooding downstream • Initial segment of ultimate freeway facility. Provisions included for ultimate facility.		
Team:	RTG- Prime; CP&Y- Structures, Environmental; K Friese- Drainage		

183A Phase III – from Hero Way to 1 mile north of SH 29			
Client:	CTRMA / TxDOT	**Location:**	Williamson County
Description:	Roadway TL for the schematic revisions and PS&E development for the 6 mile mainlane extension. David led the design effort to reverse the crown of main lanes (schematic provided main lane cross slopes falling to inside) to a typical 2.50% to the outside. Required geometric revisions to nine ramps while maintaining weave distances and control of access requirements. An additional ramp was added to the project after 30% submittal. This required the shifting of two original ramps to meet the required weave distances. David revised the schematic, prepared exhibits, and led discussions concerning the impacts with the inclusion of the ramp. The ramp was approved and included with the PS&E. The $173 million project included 54 retaining walls, seven bridge crossings, ITS, and water quality ponds in this project over the Edwards Aquifer Contributing Zone.		
Relevance to WilCo:	• Gained geometry revisions experience accommodate water quality BMPs while balancing other constraints. Worked closing with client during the schematic refinement. • Water quality was of utmost importance driving the geometric design in some cases		
Team:	RTG- Prime; CP&Y- Structures, Environmental; K Friese- Drainage; Corsair- Geotech		

SH 45 SW			
Client:	CTRMA / TxDOT	**Location:**	Travis / Hays County
Description:	Roadway TL for schematic refinement and PS&E preparation for SH 45 SW, a 3.6 mile 4-lane toll road connecting Loop 1 to FM 1626. Project located over the Edwards Aquifer Recharge Zone and required protection of over 20 sensitive features, including Flint Ridge Cave. David assisted with the schematic refinement to include safety enhancements, minimize the project footprint and provide for long term flexibility, while maintaining compliance with the environmental commitments. Project included a multi-level interchange at Loop 1, grade separated intersection at Bliss Spillar, retaining walls, 1 river crossing, and shared-use path.		
Relevance to WilCo:	• Worked closely with CTRMA/GEC to refine schematic and re-evaluation • Meeting environmental compliance for water quality was of utmost importance • Developed innovative SPUI with FM 1626, reducing construction cost and footprint		
Team:	RTG- Prime; CP&Y- Structures., Env.; K Friese- Drainage; Cambrian – Karst; SAM- Survey		

Craig Hebbe, PE will lead drainage and WQ design. We have worked with Craig on numerous projects over the past 2 decades and with KFA since 2008, and we know the value KFA brings to any project, but particularly those with challenging offsite impact analysis and sensitive karst environments. Craig was the design engineer for an 8-mile extension of RR Blvd. from RM 1431 to SH 29 working on the H&H impact analysis, SWPPP, and WQ design including permitting 3 WPAPs and 1 CZP with TCEQ. KFA and Mr. Hebbe's experience with regional specifics for H&H impact assessment and mitigation and TCEQ WQ design and permitting has continued. KFA has delivered a range of projects in the WILCO area with RTG, including the following:

183A Phase II and III			
Client:	CTRMA / TxDOT	**Location:**	Williamson County
Description:	For 183A Phase III from Hero Way to CR 258, KFA performed schematic and PS&E design. Like the RR corridor, this project spanned 2 river sheds and included 1 bridge and 8 cross culverts. At the end of the schematic phase, TxDOT adopted NOAA Atlas 14 precipitation data, so KFA revised all cross drainage & impact analysis for PS&E to meet a tight schedule. The Brushy Creek hydrologic best available model was not impacted since it was based on gauge analysis, but the other model required updates Atlas 14 data. KFA assessed impacts and performed mitigation for each cross structure early so the design team could incorporate the required changes. During initial evaluations, the RTG-KFA team successfully met schedule & budget while providing sufficient accuracy for ROW/easement identification & bridge limits, as evidenced by limited drainage-driven design changes. KFA worked with karst specialists to prepare the E&S plan, SWPPP, and TCEQ CZP (currently under review). The team applied design & construction lessons learned from SH45SW (automated coordinated batch detention (BD) ponds, TxDOT geomembrane liner specification, sodding for pond vegetation establishment), from 183A Phase II from 1431 to Hero Way (rip rap use & placement, pond berm compaction & inspections, & ground water low flow bypass).		
Team:	RTG- Prime; K Friese- Drainage and Water Quality TL		

SH 45SW			
Client:	CTRMA / TxDOT	**Location:**	Austin
Description:	The CTRMA, in conjunction with TXDOT, developed a new tollway from FM 1626 in Hays Co. to the Loop 1/SH 45 intersection in Travis Co. The 4-mile greenfield project included a 4-lane roadway, interchange improvements, and a shared use path. Located within the Edwards Aquifer Recharge & Transition Zones, the project crosses 3 creek watersheds. KFA designed offsite drainage, assessed impact & risk, coordinated with floodplain administrators, prepared permanent WQ design per TCEQ EAPP and consent decree requirements, and prepared the TCEQ WPAP permit. KFA supported public outreach events, public meetings, and stakeholder coordination; led Technical Work Group WQ discussions; and refined design features such as redundant pond lining systems and the BD pond automated systems, which were selected to maximize treatment, reduce excavation depths in the sensitive karst area, and allow for remote monitoring. KFA worked with Mr. Hebbe, who was then designing BD ponds for the MoPac project, to build consistency between TxDOT and CTRMA approaches.		
Team:	RTG- Prime; K Friese- Drainage TL		

Southeast Inner Loop			
Client:	Williamson County	**Location:**	Williamson County
Description:	Due to growing demands on the SE Inner Loop corridor due to development, Wilco widened the roadway to the north, adding capacity with westbound right turn lanes. The project is in Edwards Aquifer Recharge and Transition Zones and had to comply with both TCEQ regulations and the stricter COG WQ Ordinance, which requires removal of 85% total suspended solids (TSS) loads at each outfall. KFA provided WQ design and permitting. To meet the aggressive WQ goals, KFA proposed two batch detention ponds that provide a high removal efficiency, double as hazardous materials traps, and allow for shallower excavation than filtration-based ponds. KFA designed the ponds to meet removal criteria for interim & ultimate roadway conditions.		
Team:	RTG- Prime; K Friese- Drainage TL		

For this contract, RTG will utilize the expertise of CP&Y's **Tom Ashcraft, PE** to lead our structural design efforts. We have worked with Tom on numerous projects over the past two decades and know the value he brings to any project. Tom's expertise will ensure that no matter the structure type, our design will be effective, efficient, and focus on safety. He has led a range of projects in the Austin area, including the following:

SH 45SW			
Client:	CTRMA / TxDOT	**Location:**	Austin
Description:	Tom performed PS&E structural design services on this project involving four bridge widenings, two new overpasses, a 1247' long stream crossing at Bear Creek, a 100' bridge over a karst feature, and four direct connectors at the intersection of SH 45 and Loop 1. Work assignments included the development of all bridge layouts, structural design and detailing for all bridges, drainage structures, overhead sign bridges, DMS signs and toll gantries, foundations and aesthetic detail sheets. Structural elements included prestressed concrete, reinforced concrete, and structural steel.		
Team:	RTG- Prime, Robert Carrillo- PM; CP&Y- Tom Ashcraft- Structures; Andy Atlas- Environmental		

290E/SH 130 Interchange (Manor Expressway Phase III)			
Client:	CTRMA	**Location:**	Austin
Description:	CP&Y was selected as the prime engineer to develop the PS&E design for improvements to the 290E/SH130 interchange in east Austin. Within three years of opening the 290 Toll Road in 2014, commuters far exceeded initial traffic projections leading to congestion at the intersection of the two high-speed, tolled facilities. CP&Y was tasked with designing a long-term solution: adding three direct connectors in order to provide a safe and efficient link between CTRMA's 290 Toll and TxDOT's SH 130 facilities. The project design also provides the construction of frontage road and ramp improvements to both SH 130 and 290 Toll including a southbound SH 130 collector-distributor road at Parmer Lane. CP&Y proposed a unique design and project development approach to deliver the project within the demanding design schedule, obtaining buy-in form the primary stakeholders CTRMA and TxDOT. In lieu of a traditional 30% PS&E submittal; CP&Y developed a 30% preliminary geometric design layout that identified not only the interim improvements that would be constructed by this project but also the geometric design for the ultimate facilities to ensure their compatibility. The proposed design also factored in the construction of an additional lane in each direction on SH 130 that was built simultaneously with the interchange project as two separate projects by TxDOT. Our 30% submittal also included over 10,000 LF of bridge layouts as well as draft geotechnical, traffic, and drainage studies. The team then transitioned to a traditional PS&E design submittal at the subsequent 60%, 90% and Final submittal milestones with the preliminary geometric design layout serving as a record for any future planning at the interchange.		
Team:	CP&Y- Prime		

183A Phase III – from Hero Way to 1-mile north of SH 29			
Client:	CTRMA / TxDOT	**Location:**	Williamson County
Description:	Tom provided PS&E structural design services for 6-mile mainlane extension including an underpass with separate turnaround structures at SH 29 and overpasses at Seward Junction South, Whitewing Dr.,Green Valley Dr., US 183, San Gabriel Parkway and a bridge widening at Hero Way. Mainlane bridges and a SUP bridge were also included over the S. Fork San Gabriel River and separate mainlane bridges were added to accommodate proposed water quality ponds due to ROW constraints. Tom developed a Bridge Type and Cost Report that led to optimization of the bridge design and led coordinated efforts related to rock nail walls in the cut section at SH 29, structural design of the water quality pond splitter boxes and proposed neighborhood walls.		
Team:	RTG – Prime, Robert Carrillo- RM: CP&Y- Tom Ashcraft- Structures		

Andy Atlas brings 25 years of experience working on a variety of transportation and environmental issues. Andy has led the environmental efforts for numerous projects in and around Austin, including for Williamson County on Corridor F: 183 (SH 29 to N CL), SH 29 from Burnet/Williamson County Line to D.B. Wood Road, and the 183 North Mobility Project. He has a strong understanding of the local environmental impacts as well as the lessons learned for how to mitigate impacts to schedule and budget when environmentally sensitive features are present. Andy has worked closely with local regulatory agencies to obtain necessary permits and ultimately receive clearance for projects ranging from EIS's to CE's within the Austin area. A few representative projects demonstrating this experience and qualifications are shown below:

SH 45 SW EIS			
Client:	CTRMA	**Location:**	Travis & Hays Counties
Description:	Andy prepared the environmental impact statement for this complex, high-profile, 4-mile new location toll road over the Barton Springs Segment of the Edwards Aquifer (southern Travis and northern Hays counties). He participated in Regular Technical Work Group meetings, attended by numerous agencies and jurisdictions, including the US Fish and Wildlife Service, the Barton Springs Edwards Aquifer Conservation District, Hays County, Travis County, the City of Austin, TxDOT, and the Central Texas Regional Mobility Authority (CTRMA). A record of decision was issued on March 5, 2015.		
Team:	RTG- Prime, Robert Carrillo- PM; CP&Y- Tom Ashcraft- Structures; Andy Atlas- Environmental		

SH 29 Corridor and Safety Study			
Client:	Williamson County	**Location:**	Williamson County
Description:	Andy was Environmental Task Lead on this planning study on SH 29 (Burnet County Line to DB Wood Rd) for the purpose of ROW preservation. CP&Y performed extensive environmental investigations in the project corridor: karst features survey, threatened & endangered species habitat survey, candidate & registered historical properties survey, & land-use surveys. In addition, Andy had a large role assisting in the public outreach effort.		
Team:	CP&Y- Prime		

US 183 North (SH 45 to Loop 1) EA			
Client:	CTRMA	**Location:**	Austin
Description:	Andy oversaw schematic preparation, environmental documentation, and public involvement for this 13-mile project to construct two managed lanes in each direction in the median of US 183 from SH 45 North to State Loop 1. The project includes schematic design for 13 miles of express lanes and four miles of additional general purpose lanes in each direction, including direct connectors at two interchanges and identification of ingress/egress locations between the general purpose lanes and express lanes based on origin and destination data and traffic simulations. The purpose of this $650 million project is to facilitate congestion management, provide a reliable route for transit, and facilitate reliable emergency response.		
Team:	CP&Y- Prime		

SL 360 Corridor Projects			
Client:	TxDOT Austin District	**Location:**	Austin
Description:	Andy was Env TL for 4 grade separation projects at Spicewood Springs Road, Lakewood Drive, RM 2222/Courtyard Drive, and Westlake Drive as a member of TxDOT's GEC on this 12.5-mile corridor. Projects are located in threatened and endangered species habitat for the Jollyville Plateau salamander (JPS), karst invertebrates, and Golden-cheeked warbler (GCWA), so Andy and his team prepared a Biological Evaluation for GCWA on the Westlake project and a Biological Assessment for JPS, karst invertebrates, and GCWA on the Spicewood Springs and Lakewood projects in collaboration with Cambrian. Andy also completed/oversaw Section 404 permitting, Biological Resources reports, Community Impact Assessments, Hazardous Materials ISAs, Historic Resource documentation, and Archeological surveys for the CE documents.		
Team:	RTG- Prime, Robert Carrillo- PM; CP&Y- Tom Ashcraft- Structures; Andy Atlas- Environmental		

Key Task Lead	Current Projects / % Committed / Completion	Proposed Projects / % Committed
Project Manager: Robert Carrillo, PE 65*% committed to WILCO*	• 183A (CPS) / 10% / est. July 2024 • SL 360 GEC / 10% / est. July 2023 • IH 35 Central / 10% / ets. July 2023 • Gattis School Road / 5% / est. Mar 2020	• N/A
Planning / Design: David Krizan, PE 45*% committed to WILCO*	• IH35/US 183 (CPS) / 10% / est. August 2021 • FM 324 / 5% / est. August 2021 • IH 35 Central / 5% / est. July 2023 • SE_Loop PH I, Seg 1/ 35%/est. May 2022	• N/A
Environmental: Andy Atlas, AICP *70% committed to WILCO*	• SL 360 GEC / 5% / Summer 2021 • I-35 CapEx Central EIS / 10% / Fall 2023 • TxDOT ENV Misc Projects / 10% / Spring 2021 • TxDOT HOU Misc Projects / 5% / Fall 2021	• N/A
Structural Design: Tom Ashcraft, PE *50% committed to WILCO*	• Corridor E Improvements, Williamson Co / 5%/ Spring 2021 • TxDOT Beaumont District Bridge Replacements, Chambers and Newton counties / 10% / Spring 2021 • TxDOT Bridge Division Bridge Repairs, TxDOT Odessa and San Angelo Districts / 5% / Spring 2021 • City of Fort Worth Bridge Repairs, Fort Worth / 5% / Fall 2021 • TxDOT Yoakum District Bridge Replacements, TxDOT Yoakum District / 15% / Winter 2022 • IH 35 Improvements, Gainesville / 10% / Winter 2022	• N/A
Drainage Design: Craig Hebbe, PE *20% committed to WILCO*	• FM 549 / 20% / July 2021 • US 380 PS&E / 20% / Sept 2021 • US 380 Schematic / 20% / July 2022 • Oak Hill Parkway / 20% / Dec 2021	• N/A

RTG's approach, as described below, is based on our understanding of the County's desire to add controlled access lanes to the Ronald Reagan Corridor between RM 2243 and IH 35. The intent of the planning project is to establish the final geometry and define the ROW footprint that will accommodate future growth.

We will identify major tasks, design methods, criteria and guidelines, using our experience and lessons learned (ex. the ROW width of 18A Phase III was narrower than Phase II requiring longer bridges and retaining walls to accommodate water quality BMPs), from working on similar local projects. Our efforts will focus on multiple constraints such as: environmental and historical factors, home and business displacements, drainage and waterways. RTG's Team worked on similar projects including: 183A Phase II & III, SH 45SW, and SL 360. All these projects required schematic development or schematic refinement and phased construction.

Project Critical Issues/Initial Project Approach – The key to success for any roadway planning is to initially assemble all relative data and history, including known project constraints and studies. A summary of project critical issues and our approach includes the following:

- Surveys – Following initial data collection, karst, historical, design, boundary, geophysical, etc. will be secured.
- Karst Zones – Primarily within Karst Zones 4, but there are larger areas of Zone 3 and pockets with the limits of Karst Zones 1 and 2 within the project t corridor. Sub surface work within zone 1-3 will need additional investigation, coordination, and documentation to comply with local, state, and federal rules and regulation regarding critical karst habitat.
- Karst Invertebrate – The due-diligence process for endangered karst invertebrate should be streamline since the County has already mitigated the entire corridor, including the ROW acquired during the original projects,
- Karst Vertebrates - The due-diligence process for endangered karst invertebrate should be streamline since currently there are no mapped sub surface critical habitats for the Austin Blinded Salamander or the Jollyville Plateau Salamander within the project corridor. We are aware of a spring in the ROW north of Berry Creek that has not been surveyed to determine the potential for effects to salamanders.
- Watersheds – Colorado River, Brazos River
- Major Creeks – Brushy Creek, South and North Fork San Gabriel River, Cowan Creek, Berry Creek & Opossum Creek. Jurisdiction and regulatory areas that the corridor crosses includes Leander, Upper Brushy Creek WCID, Georgetown, WilCo, TCEQ EAPP zones, FEMA zones and USACE jurisdictional areas. Securing best available data for each will be ASAP.
- Drainage Models - Best available models will vary from UBCWCID statistical hydrology models will not need to be updated for Atlas 14 to FEMA models that need to be updated by combining permitted LORMS and precipitation data for Atlas 14. Basins that do not have models will be developed using Atlas 14.
- Edwards Aquifer – Primarily within the Contributing Zone and Recharge zone will small areas located within the Transition Zone. Additional TCEQ Geological Assessments will be required to account for any changes in the existing ROW and to incorporate any areas of new ROW. No significant surprises are expected since most of this area was previously surveyed by Cambrian staff (team member) and significant issues have already been identified.
- Environmental Studies – Since the project is off-system and federal funding is not anticipated, environmental due diligence documentation (i.e., biological, hazmat, waters, and archeological reports) per WilCo requirements will be prepared. If the County pursues federal funding, we will work with the County to determine logical termini and ID segments of independent utility. We will then work with the County and TxDOT to complete the necessary documentation to comply with the NEPA process.
- Traffic Studies – RTG will review and update traffic projections developed by other (if available) or provide the necessary projections. The projections and operation models will be used during the design and environmental effort.
- Schematic Design – The schematic design process will take into account WilCo's Long Range Transportation Plan, including the amended controlled access facilities map and the conceptual arterial map, environmental constraints, drainage and water quality BMP and traffic requirements. Recent updates to TxDOT Roadway Design Manual will be included as well as future updates expected to be released in early 2021. The design will consider a phased construction approach and ensure long term flexibility. Additional ROW needs will include areas for water quality BMPs and focus on the intersections to ensure sufficient space if provided.

Working to develop a successful schematic requires a thorough technical approach and foresight that only comes through the experience of taking projects both through schematic and then final PS&E, while innovating lessons learned from reflections on construction and inquiries into maintenance. As a transportation focused engineering firm, RTG has the depth of experience and understanding of how to creatively solve problems to provide expedited, cost-effective design solutions.

APPENDIX A: RESUMES

Attached please find resumes for our key staff as indicated on our Organizational Chart in Section 2. Additional resumes for support services and additional staff are included.



Robert Carrillo, PE

Roadway Design

EDUCATION

BS, Civil Engineering, Texas Tech University, Lubbock, Texas, 1989

YEARS OF EXPERIENCE

31

YEARS WITH RTG

19

REGISTRATIONS

Professional Engineer: TX 80169

TXDOT PRE-CERTIFICATIONS

ESN: 6345

3.2.1, 4.2.1, 4.4.1, 7.1.1, 8.1.1, 9.1.1, 10.1.1, 10.2.1, 11.1.1

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BIOGRAPHY

Robert Carrillo has 31 years of experience including over 7 years with TxDOT, where he performed duties ranging from project construction inspection to project management. He has been a project manager, project design engineer and project construction engineer on multiple projects located over the Edwards Aquifer. Robert's technical experience includes geometric design, schematic design, right-of-way (ROW) determination, utility coordination, and complete PS&E assembly. He has provided expert testimony in over 60 Special Commissioner Hearings supporting the ROW acquisition effort and in water quality proceedings as well. He is proficient in MicroStation, GEOPAK, AutoTURN, Primavera P6 and SureTrak.

REPRESENTATIVE PROJECTS

SL 360 Program, TxDOT Austin District, Travis County, TX

GEC Ready-To-Let Manager (RTL) for program that proposed to replace 7 signalized intersections with grade separations. Portions of the corridor are located in threatened and endangered species habit for the Jollyville Plateau Salamander, karst invertebrates and the Golden-Cheek Warbler. Project scope included oversight of conceptual alternatives development, public involvement, geometric schematic, and subsequent PS&E by Segment Engineers. Robert developed a RTL spreadsheet that tracked and communicated all aspects of project development (including ROW needs, schedule status, design exception/waivers, etc.). TxDOT appreciated the simplicity of the format and adopted it for use on the IH 35 project.
Responsibilities included contract administration, coordination GEC/TxDOT and Segment Engineer staff, communicating and tracking environmental constraints, completed special services requested by TxDOT (ex. Reviewing Roadway Design Manual revision and developing summary report of impacts to on-going PS&E. Coordinating traffic modeling to define proposed intersection geometry.

183A Phase 3 Extension, CTRMA/TxDOT, Williamson County, TX

Project Manager for schematic refinement and subsequent PS&E for a 6-mile ML extension (N. of CR 258 to Hero Way) of urban (ultimate) six-lane controlled-access tollway. The schematic design (provided by others) included a reversed crown ML section that intended to use the median area as a vegetative filter strip for TSS removal. After the 30% submittal, the CTRMA decided to abandon this strategy and requested RTG refine the schematic using a normal crown configuration. The revision included lengthening and adding bridges to accommodate water quality ponds.

While reviewing environmental constraints, Robert identified missing information within a drainage easement where disturbance was planned. His pro-active approach led to additional surveys and avoided potential delay during the permitting process. Project is located over the Edwards Aquifer Contributing Zone and required preparation and approval of the TCEQ's Contributing Zone Plan. Project included 6 grade separations at major intersections, 1 river crossings, a shared-use path and over 50 retaining walls. Responsibilities included management and coordination of 9 sub-providers, design guidance, utility and ROW coordination. Robert participated in special commissioner hearings and will serve as the point of contact for construction phase services.

Lesson learned on this project that will translate include:

- When defining the ROW needs for the corridor, make sure design criteria is verified for both the interim and ultimate facility. The intended ML design speed, listed on the schematic (develop by others), was 70 mph. One ML curve only met 55 mph (controlled by sight distance) due to ROW constraints established during the planning phase.
- At project completion, data transfer needs to be accurate and prescriptive. The existing ROW files provided to us for use were based not based on boundary surveys.

Robert Carrillo, PE

Roadway Design

REPRESENTATIVE PROJECTS

SH 45 SW, TxDOT Austin District / CTRMA, Travis and Hays County, TX

Project Manager for schematic refinement, environmental compliance, and subsequent PS&E for construction of 4-miles of new location 4-lane tollway. Project is located over the Edwards Aquifer Recharge Zone and the 4th largest cave in Travis County. RTG was the prime for both the planning and PS&E phase, including preparation of the environmental document. During PS&E, Robert refined the schematic, making significant changes at the SH 45 SW/Loop 1 interchange and minor changes throughout the corridor. The refinements increased safety, reduced the project footprint, provided for long-term design flexibility for future needs and maintained compliance with the environmental commitments. Following issuance of the ROD, Robert provided technical guidance for the development of the Re-evaluation Technical Memo and Design Review.

Technical Work Group meetings were held with subject matter experts from the City of Austin, Travis/Hays County, and the Barton Springs Edwards Aquifer Conservation District. These meetings led to the incorporations of best management practices that enhanced environmental protections (ex. Batch detention ponds were selected as the water quality BMP). The ponds provide geometric flexibility to fit within constrained areas, include a hazardous material trap, and were fitted with communication capabilities to ensure they were properly maintained.) Robert also served as the point of contact for construction phase services for the entire duration of construction.

SE Inner Inner Loop at Wilco Way, Williamson County, TX

Project Manager for schematic preparation, environmental compliance, and subsequent PS&E for the S.E. Inner Loop from Maple Street to Rockride Lane. Robert's responsibilities included contract administration, coordinating with the GEC, internal staff and nine (9) sub-providers on project related issues, preparing final PS&E packages, and providing construction phase services. Schematic development included identifying ROW requirements that would satisfy the interim and ultimate facility and subsequent preparation of ROW documents.

Environmental compliance followed WILCO's Project Level Environmental Review and Compliance Protocol. Part of the project is located over the Edwards Aquifer Recharge Zone, requiring compliance with the Edwards Rules and the City of Georgetown's Water Quality Ordinance and preparation of the WPAP for submittal to the TCEQ. The project scope changed on multiple occasions due to funding and other issues. Robert maintained communication with the GEC and design team to ensure changes were carried through all construction related documents.

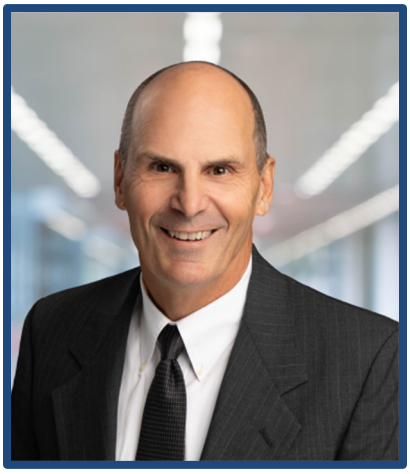
Elroy Road, CTRMA/Travis County, Travis, TX

Project Manager for schematic preparation, environmental compliance and subsequent PS&E for 1.2 mile reconstruction of a county road to a 5-lane urban section. The roadways located in a flood prone area and is adjacent to the Circuit of the Americas racetrack. The proximity to the racetrack has led to rapid development (both residential and commercial). Given these factors, the County Commissioners wanted the replacement bridge to pass the 100-year storm event. During project development, only draft versions of the Atlas 14 rainfall study had been released that concluded (past 100-year = current 25-year and past 500-year = current 100-year event. The drainage criteria resulted in substantial changes to the replacement bridge length and profile, which resulted in an increased project footprint and the need for additional ROW.

Robert worked directly with all task leads (i.e. environmental, bridge, drainage, roadway and utility). Environmental constraints included delineation of OHWM and wetlands. Impacts had to be minimized to maintain compliance with nationwide permit requirements and to avoid the need for an individual permit. Robert also participated in MAPOs and the project was developed using OpenRoads. Robert also served as the point of contact for construction phase services for the entire duration of construction.

183A Phase 2 Extension, CTRMA/TxDOT, Williamson County, TX

Project Manager for schematic refinement and subsequent PS&E for a 5-mile mainlane extension (San Gabriel Parkway to FM 1431) of urban six-lane controlled-access tollway. Project was completed within an accelerated 5-month deliverable schedule. Project is located over the Edwards Aquifer Contributing Zone and required preparation and approval of the TCEQ's Contributing Zone Plan. Project included 5 grade separations at major intersections, 2 river crossings, a shared-use path and over 33 retaining walls. Responsibilities included management and coordination of 9 sub-providers, roadway design, wall layouts, TCP, utility and ROW coordination. Robert also served as the point of contact for construction phase services for the entire duration of construction.



David Krizan, PE

Roadway Design

EDUCATION

BS, Civil Engineering, UT Austin, Austin, Texas, 1983

YEARS OF EXPERIENCE

34

YEARS WITH RTG

17

REGISTRATIONS

Professional Engineer: TX 66414

TXDOT PRE-CERTIFICATIONS

ESN: 2168

2.5.1, 3.2.1, 4.2.1, 4.4.1, 8.1.1, 9.1.1, 10.1.1

RTG | RODRIGUEZ TRANSPORTATION GROUP

BIOGRAPHY

David Krizan has over 34 years of experience including over 10 years with TxDOT. He has been a project manager, roadway design task leader, project construction engineer on numerous projects. His technical experience includes geometric design, schematic design, right-of-way (ROW) determination and plans, grading and earthwork, retaining wall and bridge layouts, and PS&E assembly.

REPRESENTATIVE PROJECTS

183A Phase 3 Extension, CTRMA/TxDOT, Williamson County, TX

Roadway Task Lead (TL) for schematic refinement and subsequent PS&E for a 6-mile ML extension (CR 258 to Hero Way) of urban (ultimate) six-lane controlled-access tollway. Project is located over the Edwards Aquifer Contributing Zone and required preparation and approval of the TCEQ's Contributing Zone Plan. The schematic design (provided by others) included a reversed crown ML section that intended to use the median area as vegetative filter strips for TSS removal. The CTRMA, after the 30% submittal, decided to abandon this strategy and requested RTG refine the schematic using a normal crown. The schematic revision included the lengthening and addition of bridges to accommodate water quality BMPs. The cross-slope revision required the redesign of the eight (8) ramps to accommodate the revised cross slope and inclusion of an additional ramp not included in the schematic. The ramps were redesigned to meet design criteria and weave distances to ensure optimal operation. The project included 54 retaining walls and six (6) bridge crossings.

SH 45 SW, TxDOT Austin District / CTRMA, Travis and Hays County, TX

Roadway TL for schematic refinement and PS&E preparation for SH 45 SW, a 3.6 mile 4-lane toll road connecting Loop 1 to FM 1626. Project is located over the Edwards Aquifer Recharge Zone and required protection of over 20 sensitive features, including Flint Ridge Cave. Schematic refinement effort included identifying safety enhancements, minimizing the overall project footprint and providing for long term flexibility, while maintaining compliance with the environmental commitments. Project includes a multi-level interchange at Loop 1 and a grade separated intersection at Bliss Spillar, 1 river crossing, and shared-use path and retaining walls. Developed the construction plans for the inclusion of a Single Point Urban Interchange (SPUI) at the terminus of SH 45 SW and existing FM 1626. The SPUI allows FM 1626 NB traffic 'free flow' conditions at the intersection while providing access to/from SH 45 SW

SE_Loop, Segment 1, Phase 1, Williamson County, Williamson, TX

Roadway TL for the PS&E preparation and schematic refinement of Southeast Loop – Segment 1, Phase 1. Project will ultimately be the EB frontage road of the SE_Loop freeway facility running from SH 130 to US79in eastern Williamson County. Revised schematic provided to include a second bridge over the SCS Pond 21 tributary. The revision eliminated retaining walls approaching 45 feet in poor soils. Revised schematic to lower the elevation of the main SCS Pond 21 bridge 15', reducing retaining wall requirements and bridge costs, included a left-turn lane at the terminus of the project with CR 137, and included a right-turn bay at the SH 130 intersection. Met with affected property owners during project development to ease concerns about the proximity of proposed road to their property and safety concerns. Project is phased construction of the ultimate freeway facility – all revisions to the EBFR frontage road (lowered bridge, added bridge) were checked against the provided schematic and revisions required to schematic were developed. The revisions included re-aligned a ramp tying to the bridge to meet weave distance and design speeds.



James Fletcher

QC/QA Manager

EDUCATION

Civil Engineering, Texas A&M University, College Station, Texas

YEARS OF EXPERIENCE

32

YEARS WITH RTG

13

BIOGRAPHY

James Fletcher has 32 years of experience including over 14 years with TxDOT. He specializes in the final review and processing of PS&E packages on all classes of roadways from rural widenings to urban controlled-access freeways. James' duties have included construction administration services, performing construction inspections, conducting Pre-Bid and Pre-Construction Conferences, preliminary and final review and processing of PS&E packages, and review of Contractor RFI's and Shop Drawings.

REPRESENTATIVE PROJECTS

TxDOT Experience:

Engineering Specialist, Austin District Design Office. Ten years providing final review and processing of PS&E packages, reviewed preliminary design submissions, assisted Area Offices and contracted design consultants with PS&E preparation and interpreted new design guidelines and specifications. He served as Project Manager for Local Public Agency (LPA) projects and maintained the District General Note Masterfile and Standard Sheets. He reviewed construction plans for approximately 151 projects with a total letting value of $395M.

Engineering Technician, Austin District Georgetown Area Office. Three years providing field support as Inspector/Project Manager on roadway construction projects, including calculating pay quantities, preparing Monthly Estimates, and testing and sampling of materials. Office support duties included verifying pay quantities relative to construction plans, processing of Monthly Estimate and Change Order/Extra Work Order packages, and other project administration tasks.

Engineering Technician, Austin District North Travis Area Office. Two years providing field support as Inspector on construction projects, including calculating pay quantities, preparing Monthly Estimates, and testing and sampling of materials.

IH 35, TxDOT Waco District, McClennan County, TX

Performed QC/QA review, prepared general notes and specifications, and led the review of construction phase service tasks for the PS&E for the reconstruction of 9.8 miles (Bruceville to FM 2063) of rural four-lane freeway to a six-lane facility, including conversion and reconstruction of existing two-way frontage roads to one-way operation. Project includes five interchanges and adjoining roadways, 20 ramps, a direct connector, 12 grade-separations, and 12 stream crossing bridges.

183A Extension, CTRMA, Williamson County, TX

Performed QC/QA review, prepared general notes and specifications, and led construction phase service tasks for the PS&E for a 5-mile mainlane extension of urban six-lane controlled-access tollway. Project required refinement of existing schematic and subsequent PS&E development within a five-month schedule.

SH 45 and Loop 1, Texas Turnpike Authority, Travis and Williamson County, TX

Performed QC/QA review of construction plans and final PS&E Packages for over tollway 18 miles. Processed eight toll road projects with a letting value of $559.5M.

Hays County Bond Program, Hays County, Hays County, TX

Performed QC/QA review of construction plans and final PS&E packages for the Bond Program. Processed 10 road improvement projects with a total letting value of $20.3M. Responsible for construction administration services, including conducting Pre-Bid and Pre-Construction Conferences, performing construction inspections, reviewing Shop Drawings, monitoring the testing and sampling of materials, and processing Progress Payments and Change Order packages.

Chisholm Trail (Phase I), City of Round Rock, Williamson County, TX

Performed drainage review for the PS&E for 0.7 miles of reconstructing a two-lane rural roadway to a five-lane urban section and 0.2 miles of a four-lane divided cross- street on new location (Chisholm Pkwy).

Tom Ashcraft, PE

Structures

Education
Bachelor of Science, Civil Engineering, University of Texas at Austin, 1989

Registrations
Professional Engineer:
Texas #81411, 1996
Oklahoma #25847, 2012
Louisiana #37203,2014
Virginia #0402049989, 2014

Years of Experience
30

Years with CP&Y
20

TxDOT Precertifications
5.2.1 Bridge Design
5.3.1 Multi-Level Interchange Design

Office Location
Austin, TX (100% of the time)

Background

Tom has 30 years of bridge design experience in the state of Texas and manages the Structures Group for CP&Y. He has served as a bridge design task leader on numerous rural and urban projects involving new bridges, bridge replacements, widenings, retaining walls, and drainage structures. Tom is recognized for his strong technical skills and thorough understanding of structural details and plans. He is also an effective communicator who has established a reputation for providing a high level of service to a wide variety of clients. Tom is experienced in the structural analysis and design of pre-stressed concrete, reinforced concrete, and structural steel.

Project Experience

290E/SH 130 3 DC Interchange (Manor Expressway phase III), CTRMA, TX
Deputy Project Manager/Bridge Design Task Leader on toll facility project for the PS&E design for the addition of three direct connectors to the existing interchange at SH 130 and US 290E. Assisted the Project Manager coordinate in-house project design staff and sub-consultants performing survey, SUE, geotechnical investigations/analysis, traffic control plans, drainage design and ITS development. Oversaw the structural design team completing the design of the direct connectors which included prestressed concrete and steel plate girder design, single, multiple and post-tensioned straddle bents, and drilled shaft foundations. Monoshaft foundations were used for single columns to save construction time and cost and mitigate impact to existing traffic. Provided QA review of the structural plans at each submittal. Coordinated activities of a subconsultant providing bridge design support and toll gantry design. Participated in bi-weekly coordination meetings with the CTRMA and TxDOT liaison and in submittal review meetings. Developed Exhibit A documents and participated in coordination meetings with the Cap Metro Transportation Authority regarding their rail crossing within the project limits. Oversaw construction phase services for shop plan review, RFI support, and design solutions for nonconforming structural items.

SH 45 SW Project, CTRMA, Austin, TX
Structural TL on RTG's team for PS&E of four bridge widenings, two new overpasses, a 1247' long stream crossing at Bear Creek, a 100' bridge over a karst feature, and four direct connectors at the intersection of SH 45 and Loop 1. Work assignments included the development of all bridge layouts, structural design and detailing for all bridges, drainage structures, overhead sign bridges, DMS signs and toll gantries, foundations and aesthetic detail sheets. Structural elements included prestressed concrete, reinforced concrete, and structural steel. Responsibilities included oversight of CP&Y staff working on the project, regular coordination with project team members, participation in CTRMA progress meetings and TxDOT review meetings, and construction phase services involving review of structural shop plans and RFI support during construction. Project is currently at a pre-final level of completion.

Old San Antonio Road at Onion Creek Bridge, Travis County, TX
Project Manager on bridge replacement project of an existing low water crossing on Old San Antonio Road at Onion Creek. Project involves evaluation of replacement alternatives, environmental assessments, public involvement, utility coordination, survey, geotechnical investigations, roadway design, bridge design, traffic control, survey, and hydraulic design. Managed the preliminary engineering and final PS&E plan development. Responsibilities include coordination and management of in-house design staff and seven subconsultants performing environmental and engineering support services. Regularly coordinates with the Travis County project manager concerning project issues and progress and handles invoicing and other non-technical management aspects required on the project.

Andy Atlas, AICP

Environmental

Education

Master of Science, Community and Regional Planning, University of Texas at Austin, 1997

Bachelor of Arts, Spanish, University of Texas at Austin, 1983

Registrations

American Institute of Certified Planners, Texas #110792, 1999

Years of Experience

25

Years with CP&Y

17

TxDOT Precertifications

1.1.1, 1.3.1, 1.4.1, 2.4.1, 2.6.2, 2.12.1, 2.13.1, 2.14.1

Office Location:

Austin, TX (100% of the time)

Background

Andy Atlas has 25 years of experience working on a wide variety of transportation and environmental issues. He has served as environmental task manager or deputy environmental task manager on feasibility studies, categorical exclusions, environmental assessments, and environmental impact statements for roadway projects. He has worked as project manager, environmental task manager, or deputy environmental task manager on five EIS and 21 EA or EID documents that have received final regulatory clearance. Andy has extensive experience coordinating with clients and agencies, collaborating with engineers, and supervising a staff of planners, ecologists, archeologists, historians, and technicians, thus ensuring compliance with all applicable rules, regulations and current guidelines. He is bilingual in English and Spanish.

Project Experience

Corridor F: US 183 (FM 3405 to N CL), Williamson County, TX
Project Manager for a planning study on US 183 for the purpose of right-of-way (ROW) preservation from SH 29 to the Burnet County Line. The 13-mile project includes planning activities for the construction of a freeway section with up to 400 feet of ROW. CP&Y performed environmental constraints analyses, conducted public involvement, oversaw traffic modeling, and evaluated potential locations for proposed arterials and access-controlled facilities crossing US 183 within the study area.

SH 29 from Burnet/Williamson County Line to D.B. Wood Road, Williamson County, TX
Environmental TL on this fast-tracked, 12 month study covering the 18.8 mile section of SH 29 between D.B.Wood and the Burnet/Williamson County line. The purpose of this almost 19-mile Corridor Study was to identify an alignment for widening SH 29 from a 4-lane undivided roadway to a 6-lane divided facility. The project was located in karst zones 1 and 2 over the Edwards Aquifer Recharge Zone and traversed endangered songbird habitat. Andy oversaw environmental investigations and the preparation of resource-specific technical reports and an environmental constraints map; he coordinated with the design team to accurately reflect and consider environmental issues during the alternative analysis; he managed the preparation of the Alternatives Analysis Report; and coordinated with the design team to avoid/minimize environmental impacts during schematic development. Finally, Andy worked with the County and the County's public outreach team to develop and implement the outreach plan that led to "informed consent" (and, subsequently, corridor preservation activities) for the SH 29 Plan.

SH 45SW, State EIS, TxDOT Austin District, Travis and Hays Counties, TX
Environmental Task Manager on this new location project to construct a four-lane divided toll road from MoPac to FM 1626 in Travis and Hays Counties. Initial planning for this project began in the mid-1980s, continuing off and on until TxDOT issued the Notice of Intent for the DEIS in June 2013. Andy participated in public involvement and oversaw preparation of the DEIS, FEIS, ROD, and project file for this state and locally funded project that was completed on an aggressive, 20-month schedule. The ROD was issued in March 2015. Construction began in November 2016, 30 years after initial planning began, but less than three and a half years after CP&Y began preparation of the DEIS.

MoKan Corridor Study, Williamson County, TX – Project Manager on this corridor study to evaluate options for developing the abandoned Missouri-Kansas Railroad from SE Inner Loop to SH 45 North in Williamson County, Texas. Andy oversaw preparation of alternatives, development of cost estimates and traffic analyses, coordination with the GEC and Williamson County, preparation of the drainage study, intersection analyses, development of geometric layouts for various alternatives, and documentation of the results, including the Traffic Analysis Report, Drainage Study Report, SE Inner Loop Intersection Analysis Report, and Final MoKan/Kenney Fort Boulevard Report.

CRAIG L. HEBBE, PE

Project Role | Drainage Task Lead

Mr. Hebbe has more than 21 years of design, plan production, and management experience in the transportation field. His primary responsibilities have included geometric and drainage design and preparation of plans, specifications, and estimates (PS&E) for related projects. He has extensive experience with TCEQ Edwards Aquifer water quality design, hydrologic and hydraulic computer modeling, storm sewer design, water quality pond design, cross culvert design, erosion control, preparation of Water Pollution Abatement Plans (WPAP), preparation of Storm Water Pollution Prevention Plans (SW3P), and ROW determination. Further, Craig is proficient with MicroStation, GEOPAK Drainage, HEC-RAS, WinStorm, THYSIS, HEC-HMS, HY8, and GEOPAK.

EXPERIENCE

21 Years

EDUCATION

BS, Civil Engineering
University of Texas-Austin | 1999

REGISTRATIONS

Professional Engineer
State of Texas No. 94722

DRAINAGE

CORRIDOR C SH29 BYPASS SCHEMATIC | WILLIAMSON COUNTY, TX | Williamson County is performing route analysis for right-of-way preservation for corridors identified in the Transportation Plan. Mr. Hebbe was the Project Manager for the drainage design for the route analysis including the drainage impacts and onsite mitigation requirements. He performed the overall hydrologic and hydraulic impact analysis for several route alternatives including identifying impacts to floodplains and creeks as well as the San Gabriel River. He also identified necessary onsite drainage infrastructure including channels and mitigation facilities to determine the right-of-way preservation requirements.

CORRIDOR E1 PS&E | WILLIAMSON COUNTY, TX | Mr. Hebbe served as the Drainage Task Lead for Phase 1 of the Williamson County Corridor E1 PS&E Project. Phase 1 consisted of 2 miles of existing road reconstruction and green field construction of a 2-lane road that will ultimately be the eastbound frontage road. He managed hydrologic studies, modeling, complex hydraulic design and impact assessment for 2 Bridge Crossings and multiple detention ponds. Mr. Hebbe also oversaw design of parallel drainage structures and coordinated SCS Pond #21 mitigation with UBCWCID.

CORRIDOR C SH29 BYPASS PS&E | WILLIAMSON COUNTY, TX | Mr. Hebbe served as the Drainage Task Lead for Phase 1 of the Williamson County Corridor C PS&E Project. The first phase of roadway will consist of over 3 miles of green field construction with 1 lane and a shoulder in each direction with part of the project being an urban section and part of the project being a rural that will ultimately be the westbound frontage road. He managed hydrologic studies, modeling, and complex hydraulic design and impact assessment for 2 Bridge Crossings and 2 Bridge Class Culvert Crossings one of which is a FEMA Zone A. Mr. Hebbe also oversaw design of parallel and cross drainage structures, SW3P design and temporary drainage facilities.

CRAIG HEBBE, PE

(continued)

RONALD REAGAN BOULEVARD FM 734 (PARMER LANE) EXTENSION–TXDOT AUSTIN DISTRICT | Williamson County, TX | Prior to joining KFA, Mr. Hebbe served as Drainage Design Engineer for the extension 8 miles of Parmer Lane (Ronald Reagan Blvd.) from RM 1431 to SH 29, including Kauffman Loop. Tasks included design of ditches, storm sewer, cross drainage, erosion control, and SW3P. Mr. Hebbe also designed the water quality plan over the Edward's Aquifer, and compiled and submitted three WPAP's and one Contributing Zone Plan (CZP) to the TCEQ. Water quality design included vegetative filter strips, grassy swales, and sand filtration ponds. Design tools utilized include THYSYS and GEOPAK Drainage.



Steve Sharma

Traffic Engineering

EDUCATION

BS, Civil Engineering, Texas Tech University, College Station, Texas, 1992

YEARS OF EXPERIENCE

25

YEARS WITH RTG

21

BIOGRAPHY

Steve Sharma has 25 years of experience including nearly 3 years with the TxDOT Austin District, where he performed duties ranging from Advanced Project Development work to Co-Manager of the Austin District Congestion Reduction Program. In addition, Steve was employed as a research assistant for the Texas Transportation Institute (TTI). His technical experience includes work on all facets of Major Investment Studies, general traffic impact studies, noise analyses using Optima and Stamina, traffic analyses of various roadway facilities and networks including freeways and directional interchanges and was involved in TxDOT's Congestion Management System for the Austin Metropolitan Area. Steve is proficient in the use of various software programs including VISSIM, TSIS-CORSIM, SYNCHRO, SIDRA, PASSER II, PASSER III, TRANSYT, Highway Capacity Software, Optima, Stamina, SignCad and MicroStation.

REPRESENTATIVE PROJECTS

SL 360, TxDOT Austin District, Travis County

GEC Traffic Engineer for schematic development and PS&E for eight grade separations on SL 360 from US 183 to Loop 1. Steve used Synchro and Vissim to optimize intersection geometry, lane utilization, and optimize ramp configuration for the conversion of SL 360 from an urban arterial to a controlled access facility. Steve used Streetlight Data to fill in gaps where traffic data was not available, as well as the origin-destination data in Streetlight to make recommendations to modify roadway geometry. The design process was not slowed down due to traffic constraints even when the global pandemic did not allow for the collection of traffic data. Steve coordinated with City of Austin traffic staff to ensure the projects met COA guidelines and requirements.

Loop 337, TxDOT San Antonio District, Guadalupe County

Utilized Vissim and Synchro to analyze the conversion of Loop 337 from a non-controlled access roadway to a controlled access facility. Steve had to develop his own traffic projections due to the deficiencies of the TP&P projections and major development along the corridor. A "Super Street" concept had been accepted by the City of New Braunfels, that design was modified after Steve showed TxDOT the operational issues that would occur at New Braunfels High School. The roadway is currently under construction with many of Steve's recommendations.

FM 1103, TxDOT San Antonio District, Bexar County

Steve Completed traffic analysis using Synchro along FM 1103 from IH-35 to FM 78 in Cibolo, TX for the addition of a lane in each direction as well as a raised median. The corridor was rapidly developing, and Steve identified that a majority of the congestion at the corridor was due to the signal timings and lack of capacity at the IH-35 grade separation. Steve also identified locations where right and left turn bays were more necessary to improve traffic operations versus having additional thru lanes. The San Antonio District accepted his recommendations and PS&E is complete on this project.

IH-69W, TxDOT Laredo District, Webb County

Steve served as Lead traffic engineer for the schematic development of the addition of one mainlane in each direction from the World Trade Bridge, the busiest commercial truck crossing in the United States, to IH-35. Using Vissim, Synchro, and Streetlight optimized roadway geometry that relieved congestion along the mainlanes but during the traffic analysis discovered modifications to roadway geometry and lane utilization which significantly helped traffic operations at Mines Road (FM 1472) and IH-69 frontage road.

US 183A Phase 3 Extension, CTRMA/TxDOT, Williamson County

Steve served as traffic lead for the PS&E development of the ML extension of US 183A from CR 258 to Hero Way, primarily using Synchro and Vissim to analyze traffic operations during traffic control phasing.



Dan Carroll

Roadway Design

EDUCATION

BS, General Studies, United States Air Force Academy, 1993

BS, Civil Engineering, Texas A&M, College Station, Texas, 1999

ME, Civil Engineering, Texas A&M, College Station, Texas, 2000

YEARS OF EXPERIENCE

20

YEARS WITH RTG

1

BIOGRAPHY

Dan Carroll has 20 years of experience as a traffic engineer and designer. Dan began as a traffic engineer and developed numerous traffic impact analyses, traffic signal plans, and signing and striping plans. From there he expanded his work to include road, highway, and drainage design on projects varying from two-lane county roads to major highway and interchange designs.

REPRESENTATIVE PROJECTS

I-35 Northeast Expansion Schematic, TxDOT San Antonio District, Bexar County

Roadway Task Lead for schematic development of the elevated managed lanes and 3 multi-level interchanges along a 20-mile corridor from downtown San Antonio to Cibolo, Texas. Dan used MicroStation InRoads during the design process. The elevated lane models were used to minimize costs and construction conflicts with the adjacent main lanes and frontage roads. The managed lane modeling also proved to be an integral part of the environmental process during the sound and light pollution modeling. Dan worked closely with the team's traffic modelers to locate ingress/egress access points for major traffic generators along the corridors and properly space those within the larger system of ramps for the interchanges.

State Loop 335 Interchange Schematic, TxDOT Amarillo District, Potter County

Dan served as Roadway Task Lead for the schematic development of the State Loop 335 and I-40 multi-level interchange, upgrading a partial cloverleaf interchange, and the SL 335 expansion. Dan had to coordinate with the FAA and Amarillo International Airport due to the complexities of the vertical geometry of the direct connectors and the flight path of the airplanes. Dan utilized the 3D modeling capabilities of MicroStation InRoads to ensure the aerial and structural vertical clearance envelopes were satisfied as well as modeling the entire project to ensure constructability and verify proposed right-of-way limits.

Galm Road, Bexar County Public Works, Bexar County

Dan served as the Lead Project Engineer and Deputy Project Manager for the Galm Road Phase 1, 2, and 3 flood control and capacity improvement projects. Dan designed the roadway, drainage, traffic signal, signing and striping, and traffic control elements. The design included two new bridge locations and major creek/channel regrading designed to eliminate hazardous low water crossings. During the Phase 2 project Dan saved the County approximately $250K in right-of-way and construction costs by recommending and implementing the County's first roundabout at a 90-degree bend. Based on the success of the first phases, Dan's design team was selected to finish the final portion of the roadway. Dan utilized MicroStation OpenRoads to model the roadway and develop a design that required no new right-of-way to clear environmental clearance as quick as possible.

Williamson County Road Bond Program GEC

Dan served as the roadway, signing and striping, and traffic control plan reviewer for numerous bond projects in the Williamson County Road Bond Program. Dan ensured projects met the Programs design criteria and followed all applicable County requirements.

Jones Maltsberger, City of San Antonio, Bexar County

Dan served as the Lead Project Engineer for the expansion of Jones Maltsberger from a two-lane roadway to a five-lane arterial section. Dan used MicroStation Geopak to model the new five-lane section to provide the necessary design information for grading, driveway penetrations, channel hydraulics, and retaining walls along the corridor. Using HY-8 and HEC-RAS Dan designed the 3 new culverts and channels as well as modeling the hydraulics at a new bridge location. Additionally, he designed the storm sewer and water quality Stormceptor system for the roadway. Dan prepared and received approval for his Water Pollution and Prevention Plan. Dan also designed a new traffic signal and provided oversight on the signing and striping plans.

Cambrian Environmental

Heather Beatty, P.G. Sr. Karst Geoscientist

Expertise

Karst Hydrology and Geomorphology of the Edwards Aquifer and Balcones Escarpment

Edwards Aquifer Rules

Environmental Regulations

TCEQ Geologic Assessments

Water Quality BMPs / Stormwater Ponds

Education and Training

B.S., Geoscience; Texas Tech University, Lubbock, TX; 1990

M.S., Geology; Texas Tech University, Lubbock, TX; 1992

Karst Hydrology of the Edwards Aquifer; Western Kentucky University; 1999

License and Permits

Professional Geoscientist; TX #1350

USFWS 10(a)1(b) scientific permit covering Central Texas karst invertebrates and *Eurycea* salamanders (TE 37416B-0). Work under supervision of permitees.

Ms. Beatty is a Registered Professional Geoscientist (Texas License #1350) twenty-three years of experience with the Edwards Aquifer karst systen pollution prevention. At Cambrian since 2019, Heather is responsibl conducting geological assessments and karst void response for transport and utility projects. Prior to joining Cambrian, she was the District Geologist the Texas Department of Transportation Austin District Office for 6 years. A District she functioned as the storm water quality subject matter expert (and often trained transportation engineers in the permanent water qu calculation methods. She worked with a team of environmental scientis NEPA clear transportation projects. Ms. Beatty prepared dozens of geo assessments and water pollution abatement plans, including those in whic coordinated with consultant geologists and engineers who prepared docum She was the point of contact for all planning, construction and mainter matters that related to Edwards Aquifer compliance for the TxDOT A District, covering Williamson, Travis, and Hays Counties.

During more than 15 years in the Edwards Aquifer Protection Program (EAI the Texas Commission on Environmental Quality, Ms. Beatty developed expe in all aspects of water pollution abatement plans, sewage collection system p and hazardous material facility plans. She functioned as the technical exp the EAPP after gaining experience in reviewing thousands of geo assessments and plans for residential and commercial developmen Williamson, Travis, and Hays Counties. Ms. Beatty was responsible for revie and approving hundreds of cave closure plans. She conducted environm compliance evaluations for those various construction projects as well a permanent BMP compliance for completed projects.

Ms. Beatty was an adjunct professor at Austin Community College from 19 2005 where she taught Environmental Regulations Overview and Phy Geology lecture and laboratory. She developed a new course in Environm Geology and taught that for three semesters. In 2013 and 2014, she return ACC for three semesters to develop and teach an online version o Environmental Regulations course.

Selected Project Experience

IH 35 from RM 2243 to RM 1431, TxDOT AUS District, Georgetown, TX
Ms. Beatty coordinated a 2019 geophysical study and authored a T Commission on Environmental Quality (TCEQ) geologic assessment (comp in 2020) for the project that will cross over Inner Space Cavern, a cave sy containing listed endangered species that is also open for public cave tours Beatty worked with the geophysicist (Blake Weissling of San Antonio) to la electrical resistivity lines used to image karst features. She used her T

experience interpreting schematic plans to identify project elements that benefit from electrical resistivity imaging. The project will improve the RM and RM 1431 intersections along the interstate while reversing ramps alo 35 southbound. Conducting geophysical studies in karst terrain is beco more common for roadway projects, especially where projects are in the vi of caves known to contain listed species. In the geologic assessmen authored, Ms. Beatty described potential hydrological impacts to Inner S Cavern. She also inventoried potentially sensitive and manmade rec features, as well as spring seep present in the project area.

State Loop 1 (Mopac) Intersections, TxDOT AUS District Austin, TX

Ms. Beatty functioned as the lead field geologist for the geophysical study La Crosse Avenue intersection and adjacent main lanes where constru encountered dozens of karst voids (at one of the grade-separation intersect The geophysical study, completed in early 2020, was needed to characterize surface bedrock conditions and identify potentially undetected karst fea beneath those sections of the project where excavation and drilling rev poor-quality rock. As a subcontractor to Blanton Environmental, Ms. B developed the work authorization language that was approved by TxDOT coordinated with the TxDOT Area Office in charge of the construction project access issues for the geophysical survey. Conducting geophysical studies in terrain is becoming more common for roadway projects, especially v projects are likely to encounter a higher than normal density of voids. employed by TxDOT earlier in the project (between 2014 and 2019), Ms. B reviewed the TCEQ geologic assessment for the grade separation intersec project on the Edwards Aquifer recharge zone. As there was a concern encountering karst voids during construction, she drafted void mitig protocols and wrote a scope for additional geologic studies to examine pot impacts to nearby caves. Ms. Beatty also played an active role directing the d engineer on the contents of the water pollution abatement plan. Durin construction phase, Ms. Beatty represented the TxDOT Austin Distri stormwater compliance inspections conducted by the Barton Springs Edv Aquifer Conservation District (BSEACD), and she coordinated agency inspec of approximately 30 subsurface voids that were encountered.

Mobility 35 Water Quality Program; TxDOT Austin District

Between 2016 and 2019, while employed by TxDOT, Ms. Beatty led an effo the TxDOT Austin District's Mobility 35 program to proactively pla permanent stormwater water quality best management practices (BMPs Interstate 35 projects in Williamson County. The coordination program sh was applicable to all IH 35 projects on the Edwards Aquifer recharge zone v coincided with all projects in Williamson County. At the start, Ms. Beatty ad engineers on individual schematic and design phase projects conce

stormwater BMP selection, drainage facility placement, sizing calculation design elements. As the effort continued, she identified a need for a new scc work for schematic and design phase water quality deliverables based on a of water quality experience between the multiple design engineers. Ms. B being the water quality subject matter expert at TxDOT, asserted that v quality deliverables be separated from hydrologic/hydraulic reports (requirements were in addition to those described in the TxDOT the hydr design manual and specific to compliance with the TCEQ Edwards Aquifer R Projects incorporating her scope had better defined water quality expecta Ms. Beatty can bring this expertise and familiarity with roadway water qu requirements.

SH 45SW Environmental Studies and Water Quality Coordination, Tr and Hays Counties

While employed by TxDOT between 2014 and 2018, Ms. Beatty act contributed to the environmental studies, coordination with local experts the development of the water pollution abatement plan (WPAP) for the roadway project on the Barton Springs Segment of the Edwards Aquifer rech zone. She gained experience with multiple environmental issues durin planning phase of the controversial project, namely geologic assessment methods, karst feature excavation coordination, protection of sensitive features, participation in a technical working group with local experts, tech review of water quality calculations, and providing environmental prote guidance to the design engineer. While chiefly related to compliance wit TCEQ Edwards Aquifer protection program, these issues have broad applic to other roadway projects. Beginning her project involvement with geo assessment field methods, Ms. Beatty accompanied Cambrian Environm geologists on their pedestrian survey of the 3.5-mile-long roadway corridor and the other geologists inventoried hundreds of potentially sensitive features and reconciled them with documented features from an earlier su After the field survey, Ms. Beatty coordinated with TCEQ Edwards Ac Protection Program (EAPP) on the excavation of karst features. She prepare TCEQ application that provided all the key elements the agency requir approve the work. In the schematic design phase, Ms. Beatty advised the Tx environmental and design project managers of TCEQ policies regarding in avoidance to sensitive karst features. Specifically, she guided them with roa alignment considerations as it pertained to the more major sensitive features. She used her experience from being a former long-time staff meml the TCEQ EAPP about an important subject that is not published in any ag guidance. Any new roadway project on the Edwards Aquifer regulated zone benefit from this type of experience. Related to alignment considerations Beatty coordinated with the Director of the TCEQ Waste Permits Divisi obtain approval for drainage modifications to certain sensitive recharge fea

within the project limits. She effectively communicated the proposed protec for the features that, because of natural drainage modifications, were consi by the agency as underground injection wells. The coordination was appr after only one brief meeting to review her submittal. As the project moved schematic and into the design phase, Ms. Beatty participated in about a c technical working group meetings with local experts (representing the C Austin, the BSEACD, and Travis County). During these facilitated meeting Beatty offered her expertise in aspects of environmental compliance partic the protection of karst features during construction and design elemer permanent water quality controls. These are universal issues that can rel roadway and other development projects on the Edwards Aquifer recharge During the development of the WPAP, Ms. Beatty reviewed the water q treatment approach and the associated water quality calculations provided Friese and Associates. She provided instructive guidance that would aid i review of the multiple BMPs in series approach. Ms. Beatty also pro environmental protection guidance to the design engineer, Robert Carrillo assisted the engineer in the development of the environmental sequen construction. During the construction phase, Ms. Beatty represented TxD stormwater compliance inspections conducted by the BSEACD and was inv with environmental construction oversight on behalf of TxDOT.

RM 3227 / RM 150 Roundabout and Safety Improvements, Hays Co Road bond Program

Ms. Beatty completed geologic assessment reports in 2019 and 2020 fo related roadway improvement projects sponsored by Hays County. subcontractor to American Structurepoint she identified the unique sin terrain located near the RM 3237 and RM 150 intersection, a future round configuration, and the importance of stormwater discharge quality. While were no consequential geological findings for the intersection s improvements along RM 3237, Ms. Beatty assisted the client with perm stormwater BMP selection given the constraint of constructing within ex right of way.

Cambrian

Kemble White Ph.D., P.G. Senior Karst Geoscientist

Expertise

Karst Hydrogeology and Biology of the Edwards Aquifer

Endangered Species Act Compliance

State and Municipal Edwards Aquifer Rules Compliance

Karst Preserve Design

Biological Assessments

Habitat Conservation Planning

Education and Training

Ph.D., Geology; University of Mississippi, Oxford; 2006

M.S., Engineering Geology; University of Mississippi, Oxford; 1997

B.A., Geology, m: Biology; University of Mississippi, Oxford; 1995

Karst Hydrology of the Edwards Aquifer; Western Kentucky University; 1999

License and Permits

Texas Professional Geoscientist, #3863

Dr. White has specialized in land-use issues unique to the Central Texas growth corridor since the 1990s. His trusted perspective on complicated karst due-diligence issues has resulted in a long list of repeat clients and high-profile projects. His focus is the Endangered Species Act and water quality regulations pertaining to caves, springs and the Edwards aquifer. He helps his clients find the middle ground between the needs of resource protection and human population growth. Dr. White's specialties include regulatory issues surrounding endangered karst invertebrates and *Eurycea* salamanders, expert witness testimony, land use planning in environmentally sensitive areas, public outreach, preserve design, habitat conservation planning, Texas Commission on Environmental Quality (TCEQ) Geological Assessments and associated reports, City of Austin Environmental Assessments, and consulting on caves encountered during construction. He has a particular depth of experience with transportation projects.

Over the course of his career Dr. White has made a significant contribution to the state of Texas cave science and to the conservation of karst resources. His doctorate was on biospeleology, the study of caves and cave life. His research on *Cicurina* spp. cave spider genetics and the evolution of their habitat was published in *Geology*, the world's flagship peer-reviewed earth sciences journal. He has discovered many new locations for rare and endangered species and two new species have been named in his honor. His karst survey work has contributed to the establishment of thousands of acres of preserve land within the Edwards Aquifer recharge and contributing zones through land acquisitions programs, including the ESA Section 6 program. At the invitation of the U.S. Fish and Wildlife Service, he served on the recovery team for the Bexar County endangered karst invertebrates from 2002 to 2013.

Dr. White was a primary author of the Williamson County Regional Habitat Conservation Plan. Since 2008 he has worked with the Williamson County Conservation Foundation and the USFWS to develop karst preserves to recover Williamson County's endangered karst invertebrates so that they may be removed from the Endangered species list.

Dr. White has worked as a close advisor to Williamson County leadership on technical, regulatory and policy issues during the listing process for the northern Edwards Aquifer salamanders. Since 2012, he has served on the technical working group for the Georgetown and

USFWS 10(a)1(b) scientific permit covering Central Texas karst invertebrates and *Eurycea* salamanders (TE 37416B-0)

Jollyville Plateau salamanders. His technical work and consulting experience were instrumental in developing the special 4(d) rule for the Georgetown salamander published by the USFWS in 2015.

After fifteen years as lead karst expert for one of the largest environmental firms in the country, Dr. White founded Cambrian Environmental in 2014.

Selected Project Experience

Williamson County Conservation Foundation - Williamson County Regional Habitat Conservation Plan/Environmental Impact Statement (RHCP/EIS), Williamson County, TX (2008 – Present) - Dr. White co-authored the RHCP/EIS in support of an ESA 10(a) permit for incidental take of two endangered songbirds, and two endangered karst invertebrates, the Bone Cave harvestman and Coffin Cave mold beetle. Following approval in 2008, the RHCP has evolved into one of the most successful RHCPs in the country. It has served as the primary mitigation vehicle for many Williamson County Road Bond projects including improvements to IH-35, SH 195, Ronald Reagan Blvd., R.M. 620, O'Connor Road, and many others. Dr. White continues to provide implementation services on RHCP preserves including biological monitoring of dozens of caves and several springs on RHCP preserve land.

Williamson County Engineer - Cambria Cavern Environmental Services, Round Rock, TX (February – September 2018) - Cambrian provided comprehensive karst services to the Williamson County Engineer following the collapse of a major sinkhole in the Round Rock area. Dr. White led the effort which included exploration and mapping of the cave, assisting with safety protocols, compliance and mitigation reporting to the TCEQ, collaborating with engineering consultants on the mitigation plan, providing construction inspection services, and responding to information requests from the County public information officer. The high-profile project was completed successfully despite intense media attention in a high litigation-potential situation.

TxDOT and the Central Texas Regional Mobility Authority - State Highway 45 Southwest, Travis and Hays counties, TX (2013 – 2018) - Cambrian provided a wide range of karst services on a controversial new roadway located in the Barton Springs recharge zone. Services included conducting a karst terrain feature survey, a

TCEQ Geologic Assessment, endangered karst invertebrate due-diligence investigations, Barton Springs and Austin Blind salamander technical reports, and attending numerous meetings with the project team, local officials, and the public. Dr. White participated as a key member of the project karst technical working group along with a wide variety of state, local, and Federal officials. The project would include construction of approximately 3 miles of managed lanes between Mo-Pac Expressway and FM 1626 through Travis and Hays Counties.

TxDOT – Mobility 35 Williams Drive project, Georgetown, TX (2018-2019) - Dr. White coordinated karst environmental studies for a major improvements project to a Federal highway in sensitive karst terrain. Studies included components of a Texas Commission on Environmental Quality (TCEQ) geologic assessment, excavation and endangered karst invertebrate presence/absence investigations in a newly-discovered cave, and presence/absence surveys for threatened Eurycea salamanders in a newly-documented spring run. These karst studies supported the project NEPA documentation and Dr. White participated in the formal section 7 consultation for the project along with staff from the TxDOT Environmental Affairs Division, the Austin District and the USFWS Austin ESFO. Due in part to the thoroughness of karst studies this project passed the formal consultation completeness check in record time.

TxDOT – Mobility 35 from RM 2243 to RM 1431, Georgetown, TX (2018-2019) - Dr. White coordinated a geophysical study and authored a Texas Commission on Environmental Quality (TCEQ) geologic assessment for the project that will cross over Inner Space Cavern, a cave system containing listed endangered species that is also open for public cave tours. Dr. White worked with the geophysicist (Blake Weissling of San Antonio) to layout electrical resistivity lines used to image karst features. The project will improve the RM 2243 and RM 1431 intersections with the interstate while reversing ramps along IH 35 southbound. Conducting geophysical studies in karst terrain is becoming more common for roadway projects, especially where projects are in the vicinity of caves known to contain listed species. The geologic assessment describes potential hydrological impacts to Inner Space Cavern and also inventories potentially sensitive and manmade recharge features, as well as discharge features present in the project area.

City of Georgetown - Southwest Bypass / Wolf Ranch Parkway,

Georgetown, TX (2014 – March 2016). Cambrian was sub-contracted through SWCA Environmental Consultants and HDR Engineering to provide karst services for an approximately 3-mile roadway. Dr. White conducted a TCEQ Geologic Assessment, an endangered karst invertebrate due-diligence study including a full presence/absence survey for a newly discovered cave, and assisted with the project participation in the Williamson County RHCP. Dr. White also conducted the due-diligence studies required under the City of Georgetown Edwards Aquifer water quality ordinance which supports the USFWS special 4(d) rule for activities with the potential to harm the threatened Georgetown Salamander.

City of Georgetown - San Gabriel Park Phase 1 Karst Services, Georgetown, TX (2015-2018). - Under subcontract to RVi Planning, Cambrian provided a series of karst services in support of a major parks improvement project which included ecological restoration of the historic San Gabriel Springs. Dr. White assisted in developing the project Endangered Species Act compliance strategy, informal coordination with the USFWS, conducting a USFWS presence/absence survey for Georgetown salamanders. Dr. White also assisting landscape architects in the ecological design, and providing endangered species inspection services during the construction phase.

Williamson County – Pearson Ranch Road / State Highway 45 Interchange, Round Rock, TX (2013) – Dr. White conducted a Jollyville Plateau Salamander habitat assessment and impacts analysis for construction of a new intersection in close proximity to a site known to be occupied by JPS and partially within a designated critical habitat unit. Elements of the analysis included the presence of shallow groundwater and other habitat components and the influence of existing structures associated with SH 45. Dr. White's analysis assisted in enabling the project to proceed while avoiding impacts to both JPS and critical habitat.

Williamson County – O'Connor Road Extension - O'Connor Drive Extension Project, Round Rock, TX (2009) – Dr. White conducted the TCEQ Geologic Assessment investigations and the endangered karst invertebrate due-diligence investigations for a new section of O'Connor Road which now runs 1.5 miles between RM 620 and SH 45. The project was completed which negotiating private landowner concerns on the Robinson Ranch.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Rodriguez Transportation Group, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Rohit Gandhi, P.E.

Signature of vendor doing business with the governmental entity

12/28/2020

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Commissioners Court - Regular Session **39.**

Meeting Date: 03/09/2021

Award RFQ T2666 Ronald Reagan Corridor (Segment E) Pape- Dawson Contract

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ T2666 Ronald Reagan Corridor Section E, SH 195- IH 35, to Pape-Dawson Engineers, Inc. for Engineering Services and authorizing the execution of the agreement.

Background

Purchasing solicited sealed statements of qualifications for Engineering Services. 21 firms participated of which 15 firms submitted responses. The responses were evaluated by an evaluation committee. The attached Pape-Dawson Engineering, Inc. contract is to provide professional engineering services for the Ronald Reagan Segment E (SH 195- IH 35) project as part of the LRP has been reviewed and approved for Commissioners Court consideration by the Road Bond Team. The maximum amount payable under this contract, without modification, is seven-hundred fifty thousand Dollars ($750,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Evaluation scoresheet

Engineering Services Contract

Statement of Qualifications

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:50 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:27 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2021 08:14 PM
Final Approval Date: 03/04/2021		

EVALUATION - Ronald Reagan Corridor
RFQ T2666
DATE: 02/05/2021

										A		E	D		C		
Evaluation Criteria	Maximum Score Points	Bridgefarmer & Associates, Inc.	CP&Y, Inc.	Dannenbaum Engineering Co	Garver, LLC	Huitt-Zollars, Inc.	JMT	Kimley-Horn	LJA Engineering, Inc.	LNV, LLC	Pape-Dawson Engineers	Rodriguez Transportation Group	RPS	Volkert, Inc.	WGI, Inc.	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	35	45	40	40	35	35	40	40	40	40	45	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	40	40	35	35	35	35	40	35	35	45	35	40	35	35
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	40	35	35	35	40	35	40	35	35	40	35	40	35	30
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	40	40	35	35	40	40	40	35	40	40	35	40	40	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	45	30	40	40	30	40	40	35	40	40	40	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	40	5	40	5	5	30	30	40	30	40	40	30	40	35	30
Understanding of project	50	40	45	40	40	40	40	45	40	40	40	40	40	40	40	40
TOTAL	350	265	260	265	190	225	250	265	280	250	270	290	255	280	265	255

[redacted]

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **Pape-Dawson Engineers, Inc. ("Engineer")**
ADDRESS: **10801 N MoPac Expy., Bldg 3, Suite 200, Austin, TX 78759**
PROJECT: **Ronald Reagan Corridor Segment E (SH 195 – IH 35) ("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall

notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **Seven-hundred fifty thousand Dollars ($750,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Dennis Seal, P.E., Vice President
Pape-Dawson Engineers, Inc.
10801 N MoPac Expy. Bldg 3, Ste. 200
Austin, TX 78759

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: Dennis Seal, P.E.
Pape-Dawson Engineers, Inc.
10801 N MoPac Expy., Bldg. 3, Suite 200
Austin, TX 78759

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

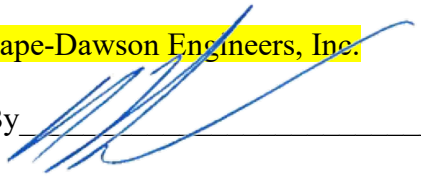
By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

3/2/2021

ENGINEER

Pape-Dawson Engineers, Inc.

By  _____

Printed Name: Mark A. Ramseur, P.E.

Title: Managing Principal – Central Texas

Date: February 26, 2021

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Pape-Dawson Engineers, Inc.
Name of Firm

Signature of Certifying Official

Mark A. Ramseur, P.E.
Printed Name of Certifying Official

Managing Principal – Central Texas
Title of Certifying Official

February 26, 2021
Date

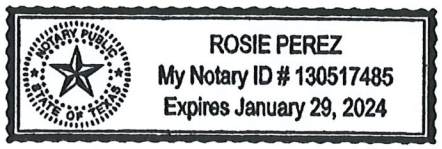
(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Mark A. Ramseur the Managing Principal – Central Texas of Pape-Dawson Engineers, Inc.,on behalf of said firm.

Rosie Perez

Rosie Perez
Notary Public in and for the
State of Texas



My commission expires: January 29, 2014

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop _Ronald Reagan Corridor Segment E (SH 195 to IH-35)_ Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 – SURVEYING

TASK 5 – RIGHT-OF-WAY (ROW) MAPPING

TASK 6 – SCHEMATIC DEVELOPMENT

TASK 7 – DRAINAGE STUDY

TASK 8 – ENVIRONMENTAL STUDIES & DOCUMENTS

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

PAPE-DAWSON ENGINEERS

2021 - Rate Schedule

CLASSIFICATION	HOURLY RATE
Vice President / Managing Vice President	358.80
Practice Leader/Sr. Project Manager	300.00
Senior Associates / Associate Vice President	286.00
Design Leader / Principal Engineer	286.00
Project Manager	228.80
Senior Project Engineer	197.60
Project Engineer	182.00
Survey Manager / Geospatial Manager	249.60
Project Surveyor	208.00
Assistant Project Manager	218.40
Designer	145.60
E.I.T.	130.00
GIS Analyst	140.40
Senior Environmental Scientist / Geologist /Archaeologist	208.00
Project Environmental Scientist / Geologist / Archaeologist	156.00
Staff Environmental Scientist Geologist / Archaeologist	93.60
Project Coordinator / Planner	161.20
Technician	114.40
Intern	72.80
Administrative Assistant	104.00
Survey Crew (4 person) with equipment	265.20
Survey Crew (3 person) with equipment	213.20
Survey Crew (2 person) with equipment	161.20
Total Station / Data Collector	13.00 / Hr.
GPS	31.20 / Hr.

Blanton & Associates, Inc.
ENVIRONMENTAL CONSULTING • PLANNING • PROJECT MANAGEMENT

2021 - Rate Schedule

CLASSIFICATION

Blanton & Associates, Inc., provides services on an hourly professional fee basis according to the rates scheduled below:

Project Principal	$225.00
Project Manager	$180.00
Senior Environmental Professional	$160.00
Staff Scientist II	$130.00
Staff Scientist I	$120.00
Environmental Technician II	$110.00
Environmental Technician I	$ 90.00
GIS Analyst/Cartography	$110.00
GIS Technician	$ 95.00
Clerical/Administrative	$ 70.00

5 LAKEWAY CENTRE COURT • AUSTIN, TEXAS 78734
PHONE 512.264.1095 • FAX 512.264.1531

2021 - Rate Schedule

P.E. Structural Consultants, Inc.

CLASSIFICATION	HOURLY RATE
Senior Technical Advisor	$270.00
Sr. Project Manager/VP	$225.00
Senior Structural Engineer	$215.00
Senior Struct'l QAQC Manager	$200.00
Structural Engineer/Project Manager	$185.00
Structural Project Engineer	$155.00
Structural Design Engineer	$125.00
EIT II	$115.00
EIT I	$105.00
Graduate Engineer	$75.00
Undergraduate Engineer	$60.00
CADD/Production Manager	$160.00
Senior CADD Technician	$115.00
CADD Technician	$90.00
Admin/Clerical	$75.00
DIRECT EXPENSES	
Photocopies B/W (8 1/2" X 11") (per page)	$0.15
Photocopies Color (8 1/2" X 11") (per page)	$1.00
Photocopies B/W (11" X 17") (per page)	$0.25
Photocopies Color (11" X 17") (per page)	$2.00

2021 - Rate Schedule

Alliance Transportation Group

CLASSIFICATION	HOURLY RATE
Project Principal	$ 294
Senior Project Manager	$ 278
Project Manager	$ 252
Senior Engineer	$ 218
Project Engineer	$ 197
Traffic Engineer	$ 165
Engineer-in-Training	$ 127
Senior Engineering Technician	$ 147
Engineering Technician	$ 107
Jr Engineering Technician	$ 66
Project Administrator	$ 112
Clerical	$ 87
Planner I/II	$ 107
Planner III	$ 137
Travel Demand Modeler I/II	$ 142
Travel Demand Modeler III	$ 183
Sr Travel Demand Modeler/Planner	$ 216

2021 - Rate Schedule

Cambrian Environmental

CLASSIFICATION	HOURLY RATE
Project Manager	$ 201.00
Senior Karst Geoscientist	$ 201.00
Karst Geoscientist	$ 113.50
Karst Technician	$ 69.52
Salamander Biologist	$ 87.86

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date
7.2.1.2 Destination
7.2.1.3 Purpose
7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

PAPE-DAWSON ENGINEERS

December 29, 2020

Williamson County Purchasing Department
Attn: T2666 RFQ Planning For Ronald Reagan Corridor
100 Wilco Way, Suite P101
Georgetown, TX 78626

Dear Williamson County:

Thank you for your leadership in providing safe and reliable transportation facilities for our growing area.

Founded in San Antonio in 1965, Pape-Dawson has grown to a 600+ person firm (with nearly 100 officed in Central Texas). We provide quality civil engineering services to both public- and private-sector clients related to transportation planning and design, traffic engineering, land development, water resources, H&H, environmental permitting, archaeological services, surveying, and GIS services. All our offices (Austin, San Antonio, Houston, Fort Worth, and Dallas) are registered and in good standing with the Texas Board of Professional Engineers.

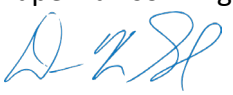
Our exceptional team will help you guide improvements to the Ronald Reagan Corridor to harness its short- and long-term potential through:

- My more than 30 years of experience and a proven record of accomplishment to not only keep the project moving, but to successfully deliver it early. I will be your project manager and contact for the RFQ and interview process, as well as throughout project development.
- Leveraging the outstanding technical expertise of our partner firms, (Alliance Transportation Group, Stantec, PE Structural, Blanton, Cambrian, and Raba Kistner), to execute this project.
- Capitalizing on our extensive team experience with Williamson County, CTRMA, TxDOT, and other transportation clients on all aspects of feasibility studies to deliver your project efficiently and effectively.
- Identifying ways to accelerate the project timeline while developing a phasing and segmentation plan to balance cost and revenue.
- Executing work in a way that maximizes funding opportunities through CAMPO, TxDOT, CTRMA, or a possible new toll entity led by the County.
- Value engineering to proactively plan for design measures to reduce construction time and costs, and to balance time and cost of land acquisition with cost of construction in a compact work zone.
- Addressing traffic, pedestrian, school, and neighborhood safety in the construction plans through formal outreach and maintenance of safety and incident management plans. We will work closely with your public involvement specialists to keep corridor users and residents informed through a transparent process to reduce inquiries into the County Commissioner's office.

I may be reach at the mailing address and phone number as shown below on this letterhead, at my email dseal@pape-dawson.com, or cell 972-489-6950. I look forward to working with Williamson County to expedite this project.

Sincerely,

Pape-Dawson Engineers, Inc.



Dennis Seal, P.E.
Vice President

The chart shows the key personnel and their responsibilities/activities within the team.

Physical office location that individuals report to 100% of the time:

AUSTIN, TX
Dennis Seal, P.E.
Brian Allen, P.E., CFM
Ruben Gaztambide-Velez, RPLS, PS, CP
Gabriel Ornelas, Jr., P.E.
Joelle Rosentswieg, P.E.
Dean Tesmer
David Ramirez, P.E.
Michael Chaney, AICP
Sean Tihal, P.E.
Bill Ihlo, P.E.
Kemble White, PhD, PG
Heather Beatty, PG

SAN ANTONIO, TX
Dan Thoma, P.E., LEED AP
Valerie Collins, AICP
Edward Galicia, P.E.

DALLAS, TX
Mickey Marlow, P.E.



WILLIAMSON COUNTY 1848

Principal-in-Charge
Mickey Marlow, P.E.
PAPE-DAWSON ENGINEERS

Project Manager
Dennis Seal, P.E.
PAPE-DAWSON ENGINEERS

Task Leads

Dan Thoma, P.E., LEED AP Roadway Planning & Design — PAPE-DAWSON ENGINEERS	Gabriel Ornelas, Jr., P.E. Geotechnical — RABA KISTNER	Michael Chaney, AICP Planning and Traffic Analysis — ATG ALLIANCE TRANSPORTATION GROUP
Brian Allen, P.E., CFM Roadway Planning & Design Support — PAPE-DAWSON ENGINEERS	Joelle Rosentswieg, P.E. Structures Planning & Design — PESC	Sean Tihal, P.E. Toll Integration/Viability — Stantec
Valerie Collins, AICP Environmental Support — PAPE-DAWSON ENGINEERS	Dean Tesmer Environmental — Blanton & Associates	Bill Ihlo, P.E. TNR Support — Stantec
Ruben Gaztambide-Velez, RPLS, PS, CP Survey — PAPE-DAWSON ENGINEERS	Edward Galicia, P.E. Drainage Planning & Design — ATG ALLIANCE TRANSPORTATION GROUP	Kemble White, PhD, PG Karst Support — Cambrian
	David Ramirez, P.E. Quality Constructability Review — ATG ALLIANCE TRANSPORTATION GROUP	Heather Beatty, PG Edwards Aquifer Regulatory — Cambrian

Additional Pape-Dawson Engineering Support
22 Project Engineers – Austin
162 Project Engineers – Additional Locations



"I'll use my personal experience, strengths, and skills to anticipate problems and deliver a completed project, not just a set of plans. However, if problems do occur, I'll be there working for you and with you until they are solved."

DENNIS SEAL, P.E.
dseal@pape-dawson.com

LARGE CORRIDOR PROJECT EXPERIENCE

- NTTA Chisholm Trail Toll Road (deputy PM)
- TxDOT SH 31 Corsicana Reliever Route (PM)
- TxDOT US 69/SH 49 Toll Road Lindale Bypass (PM)
- TxDOT IH 35 Widening – Belton to Salado (task lead for Traffic Control and Phasing

Mr. Seal squeezed freeway sections through these narrow corridors and minimized ROW and construction costs within accelerated schedules.

CENTRAL TEXAS TXDOT PROJECT MANAGEMENT EXPERIENCE

- FM 2657 Widening, Lampasas County (PM)
- SH 29 Widening, Bertram (PM)
- US 281 Bridge Replacement Schematic/EA, Marble Falls (PM)
- US 281 Widening, Marble Falls (PM)
- Wells Branch/Parmer Lane Operational Improvements, Austin (PM)
- US 87 and US 290 Pedernales Bridge Replacements, Fredericksburg (PM)

Mr. Seal is an experienced roadway/bridge engineer having served as project manager on over 200 projects for TxDOT as a consultant (50+ in Central Texas). Within TxDOT's scoring system for project managers, Mr. Seal has the highest score possible.

AREAS OF EXPERTISE

- New location roadways
- Widening and reconstruction
- Intersection improvements
- Safety improvements
- Multi-jurisdiction funding

Mr. Seal's experience in all facets of transportation project development, design, and problem-solving results in seamless delivery of cost-efficient projects.

STRENGTHS

- Effective manager of people and resources
- Creative, problem-solving mindset looking for long-term solutions rather than the easiest immediate path
- Diverse and long (30+ years) understanding of Central Texas transportation issues, including local players, political climate, regulations, and public sentiment

Mr. Seal's efficiencies in the design process and his ability to develop young engineers in the methods of efficient design have allowed him to manage dozens of TxDOT projects simultaneously, while never missing a submittal deadline.



"I will provide value engineering at every step of the design process to ensure County funds are used to their maximum benefit."

DAN THOMA P.E., LEED AP

WILLIAMSON COUNTY PROJECT EXPERIENCE

- Hero Way (US 183 to CR 269)
- 183A (Avery Ranch to FM 1431)
- Brushy Creek Regional Trail Phase V

Mr. Thoma developed schematic design and PS&E for Hero Way a month ahead of the proposed schedule and within the allotted budget.

ADDITIONAL CENTRAL TEXAS CLIENTS SERVED

- City of Austin
- TxDOT Austin District
- City of Kyle
- City of Pflugerville

On the FM 685 at Rowe Lane project for the City of Pflugerville, Mr. Thoma value engineered the pavement design to save $160k from the original estimated cost.

STRENGTHS

- Proactive and innovative approach to analyzing alternatives and providing thorough responses to client and stakeholder requests/comments
- In-depth understanding of federal, state, and local regulations and design standards
- Extensive experience with new location, widening, rehabilitation, and bridge projects

Mr. Thoma worked with clients and property owners to obtain grading easements on the Foster Road project for the Alamo Regional Mobility Authority, saving an estimated $600k in retaining wall costs, which enabled development of auxiliary lanes, increasing the safety of the corridor.



"I understand traffic forecasting in Central Texas, the underlying drivers of the growth the County is experiencing, and have experience working with the County's regional planning partners. It is exciting to work for a client with the kind of vision Williamson County has for its future."

MICHAEL CHANEY, AICP

WILLIAMSON COUNTY PROJECT EXPERIENCE

- Long-Range Plan (LRTP) Update
- Traffic Forecasting for Corridors A1, C, E1, F, and H
- SE Loop Retail Study
- Planning Support for FM 2243 and CAMPO Demographics
- Corridor D – Ronald Reagan Boulevard

Mr. Chaney delivered detailed traffic forecasts for several complex scenarios involving combination of large greenfield corridors (A1, E1), utilizing a more detailed version of the CAMPO model and a process that is both explainable and defensible to planning partners.

ADDITIONAL CENTRAL TEXAS CLIENTS SERVED

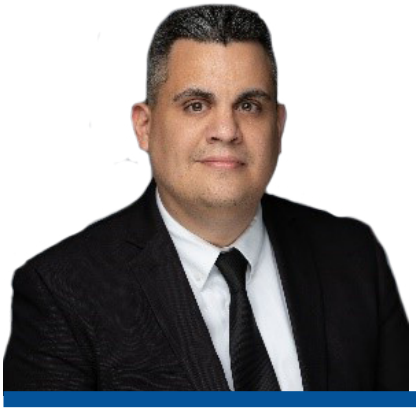
- CAMPO
- TxDOT Austin District
- KTMPO
- CTRMA
- Travis County
- Bastrop County

Mr. Chaney recently led the update of the CAMPO 2045 travel demand model and understands its substantial capabilities as well as its limitations.

STRENGTHS

- In-depth understanding of the tools and procedures required to understand and plan for the future of Williamson County
- Responsive to client requests
- Ability to innovate where traditional procedures fall short of meeting a project's needs

Mr. Chaney adapted both the CAMPO model and the CAMPO demographic forecast to provide increased accuracy for the FM 2243 traffic forecast and to support the requirements of the analysis.



"My focus on quality and attention to detail have allowed me to deliver cost-effective and highly constructible designs to Williamson County."

EDWARD GALICIA, P.E.

WILLIAMSON COUNTY PROJECT EXPERIENCE

- Bluebonnet Drive
- Walberg Heights

Mr. Galicia has successfully designed two projects for Williamson County, including drainage analysis, roadway reconstructions, TCP, and SWPPP.

ADDITIONAL CENTRAL TEXAS CLIENTS SERVED

- City of Austin
- TxDOT

Mr. Galicia has contributed significantly to the expansion and improvement of roadway and drainage infrastructure in Central Texas, including bridge replacements on city streets, county roads, and state highways.

AREAS OF EXPERTISE

- 3D design
- Geometric design
- Bridge replacements
- Culvert replacements
- Storm sewer design and analysis
- Roadway widening, rehabilitation, and reconstruction

Mr. Galicia has extensive 3D design experience. With multiple 3D designs on various corridor types and designs, Mr. Galicia has trained TxDOT staff with his expertise. In addition, Mr. Galicia incorporated his knowledge into drainage design allowing for a more accurate and expedient product.

STRENGTHS

- Responsive to clients, actively listening to current requests while proactively attempting to anticipate future needs
- High degree of knowledge and proficiency with Microstation, GeoPak, OpenRoads, HY8, GeoPak Drainage
- Former TxDOT design engineer
- Ability to expertly manage design and efficiently lead in-depth training programs simultaneously
- Dedication to delivering quality products on time and within budget

Mr. Galicia understands the need to coordinate drainage design with all other design disciplines on the project; has first-hand experience in developing roadway, TCP, and utility designs that work with complicated drainage design elements.



"Each project is unique and demands focused attention on site constraints and stakeholders' concerns, with the owner's goals in mind. I commit to provide safe and efficient structural solutions for Williamson County."

JOELLE ROSENTSWIEG, P.E.

WILLIAMSON COUNTY PROJECT EXPERIENCE

- Great Oaks at Brushy Creek Bridge Preliminary Engineering and PS&E
- Mays Street Expansion
- Brushy Creek/Hairy Man Traffic Study
- O'Connor Drive Bridge Evaluation
- Corridor I from Ronald Reagan Boulevard to US 183

Ms. Rosentswieg led the design team to address operational and capacity improvements at Great Oaks Drive/Brushy Creek Road and to replace the existing bridge over Brushy Creek. The unique geometrical and hydraulic challenges were met with an innovative seven-span hybrid Tx-girder/slab beam bridge that extends past creek limits to support the adjacent intersection, widen the hydraulic opening, and provide covered parking. Pedestrian trails are continued across the bridge and are accessible below the intersection from the new parking lot.

ADDITIONAL CENTRAL TEXAS CLIENTS SERVED

- Travis County
- Hays County
- CTRMA
- TxDOT
- City of Austin

Ms. Rosentswieg has completed design of numerous bridge replacement projects for Travis County in 2019 to meet Atlas 14 criteria. Challenges included keeping superstructure thin to minimize approach embankment impact on parallel railroad, minimizing impact on residents' driveways, and maintaining access to driveways during construction.

AREAS OF EXPERTISE

- Design of new bridges and bridge replacements (water crossings and grade-separations), widenings, evaluation and repair, rail and safety improvements, bridge-class culverts, and retaining walls, often with accelerated design schedules
- Aesthetic design for structures and accelerated bridge construction technologies
- AASHTO specifications and TxDOT design/detailing criteria and procedures
- TxDOT design tools (BGS, PGSuper, Cap18, Wincore) and other analysis programs (MDX, Risa3D, Lpile, spColumn)
- MicroStation and AutoCAD (2D and 3D)

Ms. Rosentswieg has spent 20 years engineering efficient structures, both large and small, in Central Texas.

STRENGTHS

- Managing the design of transportation projects throughout Central Texas and statewide
- Ability to identify and address constructability issues and convey workable solutions in structural details
- Client-focused design approach and commitment to excellence

Ms. Rosentswieg's breadth of expertise and keen eye for detailing, constructability, and organization is evident in the construction documents that she produces.



"Developing an excellent transportation infrastructure system for Williamson County, while protecting the special natural environment of the County, is vital for maintaining high quality of life for current and future generations."

DEAN TESMER

WILLIAMSON COUNTY PROJECT EXPERIENCE

- CR 366 (FM 397 to Chandler Road)

Mr. Tesmer is the environmental lead for this ongoing CR 366 project for Williamson County, and has successfully provided technical reports on WOUS, karst features, federally listed threatened and endangered species, and hazardous materials.

ADDITIONAL CENTRAL TEXAS CLIENTS SERVED

- TxDOT Austin District
- TxDOT Environmental Affairs Division
- City of Cedar Park
- City of Pflugerville
- City of Georgetown

Mr. Tesmer's work has resulted in project approvals by TxDOT, Texas Parks and Wildlife Department, USACE, U.S. Fish and Wildlife Service, and the U.S. Federal Highway Administration.

AREAS OF EXPERTISE

- Public involvement
- Traffic noise analysis
- Air quality analysis
- Nationwide permit
- Biological evaluations/ assessments
- Sec. 4(F)/6(F) evaluations
- Socio-economic and environmental justice analyses
- Hazardous materials initial site assessment
- Environmental document preparation

Mr. Tesmer has completed numerous environmental review projects for multiple local governments in Central Texas and is precertified on all relevant TxDOT environmental categories.

STRENGTHS

- Expert on state and federal wildlife laws and the National Environmental Protection Act
- In-depth understanding of federal, state, and local regulatory guidelines and requirements
- Client-focused design approach and commitment to excellence
- Respected for budget projection, resource utilization, and QA/QC
- Proven record of accomplishment on numerous infrastructure projects, including contracts for local governments and utility companies

Mr. Tesmer has led projects at both the state and local level and has consistently proven his ability to use his depth of experience and knowledge to guide project proponents or stakeholders, lead study teams, and support engineering feasibility and design alternatives analyses with clear impact avoidance and minimization strategies to meet project Purpose and Need.

SECTION EIGHT: PROPOSED TIME COMMITMENT

Project commitments are approximated based on an estimated mid-year start date for this project.



PAPE-DAWSON ENGINEERS

MICKEY MARLOW, P.E.
PRINCIPAL-IN-CHARGE

	Completion Date	% Time Committed
CURRENT PROJECTS		
CTRMA Professional Services	8/2021	5
PROPOSED PROJECTS		
TxDOT Fort Worth District IH 35 GEC		5
TxDOT Urban and Rural CEC		10
Williamson County – Planning for Ronald Reagan Corridor		**80**



PAPE-DAWSON ENGINEERS

DENNIS SEAL, P.E.
PROJECT MANAGER

	Completion Date	% Time Committed
CURRENT PROJECTS		
Williamson County – Bud Stockton Extension	7/2021	15
PROPOSED PROJECTS		
TxDOT – US 271 and SH 315 Schematic, ENV, PS&E, Various Districts		10
Williamson County – Planning for Ronald Reagan Corridor		**75**



PAPE-DAWSON ENGINEERS

DAN THOMA, P.E. LEED AP
ROADWAY PLANNING & DESIGN

	Completion Date	% Time Committed
CURRENT PROJECTS		
Loop 1604	1/2021	5
183	10/2021	10
FM 166	4/2021	5
FM 975	7/2021	5
City of San Antonio On-Call Engineering and Program Management	7/2023	5
City of Pflugerville Rowe Lane	1/2021	2
PROPOSED PROJECTS		
IH 410 San Antonio District		10
North Canal Survey City of Houston		13
Williamson County – Planning for Ronald Reagan Corridor		**45**



PAPE-DAWSON ENGINEERS

BRIAN ALLEN, P.E., CFM

ROADWAY PLANNING & DESIGN SUPPORT

	Completion Date	% Time Committed
CURRENT PROJECTS		
Williamson County Bud Stockton Extension	6/2021	15
Travis County Old Lockhart Widening	4/2021	10
TxDOT SH 36 PS&E	3/2021	10
Hays County – Jacob's Well	9/221	10
PROPOSED PROJECTS		
No Proposed Project Commitments		0
Williamson County – Planning for Ronald Reagan Corridor		**55**



PAPE-DAWSON ENGINEERS

VALERIE COLLINS, AICP

ENVIRONMENTAL SUPPORT

	Completion Date	% Time Committed
CURRENT PROJECTS		
City of San Antonio NEPA	1/2024	10
PROPOSED PROJECTS		
SAWS Governmental Engineering Design		10
City of Corpus Christi Nueces Bay Boulevard		10
City of San Antonio Cultural Resources Consulting Services		10
Williamson County – Planning for Ronald Reagan Corridor		**60**



PAPE-DAWSON ENGINEERS

RUBEN GAZTAMBIDE-VELEZ, RPLS, PS, CP

SURVEY

	Completion Date	% Time Committed
CURRENT PROJECTS		
TxDOT Waco District	1/2021	20
PROPOSED PROJECTS		
IH 410 San Antonio District		10
North Canal Survey City of Houston		15
Williamson County – Planning for Ronald Reagan Corridor		**55**



RABA KISTNER

GABRIEL ORNELAS, JR., P.E.
GEOTECHNICAL

	Completion Date	% Time Committed
CURRENT PROJECTS		
Hernandez Middle School Gymnasium	3/2021	10
Heatherwilde Subdivision Pavement Rehabilitation	11/2021	10
PROPOSED PROJECTS		
Heritage Trail West, City of Round Rock		10
University Boulevard Reconstruction		10
Williamson County – Planning for Ronald Reagan Corridor		**60**



PESC

JOELLE ROSENTSWIEG, P.E.
STRUCTURES PLANNING & DESIGN

	Completion Date	% Time Committed
CURRENT PROJECTS		
Williamson County Great Oaks Bridge - Construction Phase	6/2022	2
Williamson Corridor I Planning	9/2021	5
IH 36 Capital Expansion South	11/2021	15
Other miscellaneous project commitments	12/2022	4
PROPOSED PROJECTS		
No Proposed Project Commitments		0
Williamson County – Planning for Ronald Reagan Corridor		**74**



Blanton & Associates

DEAN TESMER
ENVIRONMENTAL

	Completion Date	% Time Committed
CURRENT PROJECTS		
FM 516 Widening	4/2021	10
I-69 Connector Feasibility Study	5/2021	10
SH 302 (US 285 to Notrees) Roadway Widening	8/2021	10
PROPOSED PROJECTS		
City of Cedar Park/Riviera Subdivision		5
Williamson County – Planning for Ronald Reagan Corridor		**65**



EDWARD GALICIA, P.E.

ROADWAY DRAINAGE PLANNING & DESIGN

	Completion Date	% Time Committed
CURRENT PROJECTS		
TxDOT Airport Boulevard C2	8/2021	10
TxDOT WA4 FM1720	3/2021	15
TxDOT Airport Boulevard C3	10/2021	10
TxDOT SH 176	12/2021	15
PROPOSED PROJECTS		
No commitments		0
Williamson County – Planning for Ronald Reagan Corridor		**50**



DAVID RAMIREZ, P.E.

QUALITY CONSTRUCTABILITY REVIEW

	Completion Date	% Time Committed
CURRENT PROJECTS		
E MLK / FM 969 CPO Mobility	10/2021	20
PROPOSED PROJECTS		
TxDOT ODA SH 176 W		25
TxDOT 8x8 S&E/PS&E		20
Williamson County – Planning for Ronald Reagan Corridor		**35**



MICHAEL CHANEY, AICP

PLANNING & TRAFFIC ANALYSIS

	Completion Date	% Time Committed
CURRENT PROJECTS		
Oklahoma Statewide Model	3/2021	10
El Paso Model and Demographic Update	4/2021	10
AAMPO Model and Demographic Update	3/2021	5
Williamson County Corridor E	9/2021	5
Other miscellaneous project commitments	11/2021	11
PROPOSED PROJECTS		
ACOG Model Update		10
TxDOT TPP, Freight Planning		10
Williamson County – Planning for Ronald Reagan Corridor		**39**



Stantec

SEAN TIHAL, P.E.

TOLL INTEGRATION/VIABILITY

	Completion Date	% Time Committed
CURRENT PROJECTS		
Ohio Turnpike and Infrastructure Commission Toll Advisory Services	4/2023	30
Kane County, IL Toll Services	4/2022	20
PROPOSED PROJECTS		
M6 Toll Design Services		15
Oregon DOT General Tolling Consultant Services		10
Williamson County – Planning for Ronald Reagan Corridor		**25**



Stantec

BILL IHLO, P.E.

TNR SUPPORT

	Completion Date	% Time Committed
CURRENT PROJECTS		
Central Texas Regional Mobility Authority T&R Services	12/2022	60
Independent Advisor on Various Contracts	12/2022	20
PROPOSED PROJECTS		
No commitments		0
Williamson County – Planning for Ronald Reagan Corridor		**20**



Cambrian

KEMBLE WHITE, PHD, PG

KARST SUPPORT

	Completion Date	% Time Committed
CURRENT PROJECTS		
WCCF HCP Support Services	Unknown	25
Loop 360 Corridor Project	2023	5
CTRMA MoPac South	2021	5 (project on hiatus until spring)
Miscellaneous Small Projects	12/2021	15
PROPOSED PROJECTS		
Williamson County Environmental Services RFQ (would replace WCCF project above)		25
Williamson County – Planning for Ronald Reagan Corridor		**50**



Cambrian

HEATHER BEATTY, PG

EDWARDS AQUIFER REGULATORY

	Completion Date	% Time Committed
CURRENT PROJECTS		
WCCF HCP Support Services	Unknown	25
Loop 360 Corridor Project	2023	5
CTRMA MoPac South	2021	5 (project on hiatus until spring)
Miscellaneous Small Projects	12/2021	15
PROPOSED PROJECTS		
Williamson County Environmental Services RFQ (would replace WCCF project above)		25
Williamson County – Planning for Ronald Reagan Corridor		**50**

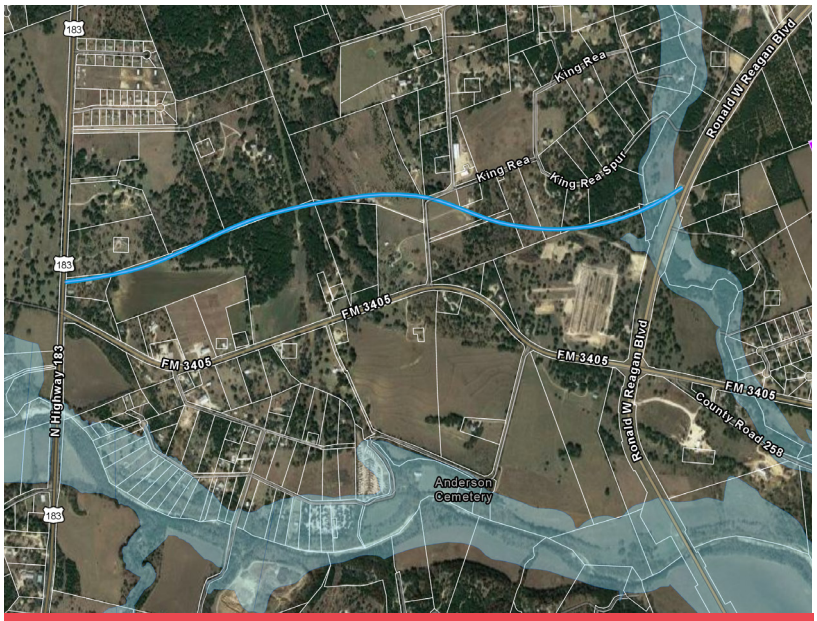
Ronald Reagan, between FM 2243 and IH 35, is a 25-mile roadway that currently varies from two to four lanes within 200' to 260' of ROW. The ROW will be evaluated for a controlled access facility with mainlanes and frontage roads to support continued economic vitality in the County. Additional ROW will be needed to account for auxiliary lanes, ramps, interchanges, drainage/water quality (WQ) facilities, anticipated growth, and other features.

To successfully deliver this project, financial feasibility and stakeholder (particularly landowner) coordination are essential. Our team will execute these three elements to deliver a viable, flexible, and publicly accepted project.

Recent 2040 projections predict 48-59,000 trips per day (TPD) on the southern-most segment, and 10-22,000 TPD on the remaining segments. These are similar to preliminary projections for 183A, which proved to be a viable tolled option. Thus, evaluation of bonding, tolling, and other financing mechanisms (such as tax increment reinvestment zones (TIRZ) along the corridor) should be considered. We understand TIRZ formation could require coordination and Advanced Funding Agreements with partner entities.

The feasibility stage will evaluate alternates that consider:

- Typical section options for mainlanes and frontage roads.
- Access management or mobility improvements (by others) to Parmer Lane south of RM 1431.
- Landowner willingness to donate ROW.
- Financing options (bond, toll, TIRZ, etc.), possibly including identification of a lead entity for toll implementation. Although CTRMA has primacy, it is not certain they would consider this project, opening the potential to explore a new entity (possibly County-led).
- Optimizing locations for ingress/egress, gantries, and auxiliary lanes to increase financial viability.
- Interchange locations, including SH 195 and SH 29.
- Impact of a possible future 2-mile spur between Ronald Reagan to US 183 in the vicinity of FM 3405 for direct access to a future extension of 183A.
- Impact of an interchange at Parmer Lane and SH 45.



Possible Future Connector Spur

The normal environmental process and schematic/final design stages will follow the feasibility analysis. While many issues must be addressed during this stage, our feasibility analysis and the County's extensive experience on other projects will create a launchpad for solutions. Therefore, the feasibility study should be guided by well-designed quantitative analysis that can be presented to stakeholders (including decision makers) using visualization tools that demonstrate the return on investment produced by each alternative. It is also important to comprehensively document each step of the process, including stakeholder feedback.

The County's RFQ indicates multiple firms will be selected for discrete sections of the project. While appropriate, we recommend that one team lead the initial feasibility effort so that optimal discrete sections, driven by the above variables, can be defined and an executable implementation plan developed. Our team is well qualified to lead this effort.



DENNIS SEAL, P.E.
Project Manager

Education:
B.S. in Civil Engineering, The University of Texas at Arlington, 1988

Registration/License:
Professional Engineer, Texas No. 80287, 1995

TXDOT PRECERTIFICATIONS

1.5.1 Feasibility Studies
3.2.1 Route Studies & Schematic Design
4.2.1 Roadway Design
4.4.1 Freeway Interchanges
8.1.1 Signing, Pavement Marking, and Channelization
10.1.1 Hydrologic Studies
10.2.1 Roadway Hydraulic Design
10.3.1 Bridge Hydraulic Design
11.1.1 Roadway Construction Management and Inspection
14.3.1 Transportation Foundation Studies

BIO

Mr. Seal has over 30 years of roadway and bridge design and management experience, including 7 years of experience with TxDOT's Childress District as an assistant area engineer, area engineer, and district construction and maintenance engineer. Mr. Seal has a unique understanding of the roadway and bridge construction industry that allows him to develop plans efficiently and profitably, that portray discernable information that results in competitive bids from contractors and result in zero design related field changes. His efficiencies in the design process has allowed him to manage dozens of projects simultaneously while never missing a submittal deadline. Mr. Seal's experience also includes heavy involvement in the energy sector representing several major wind energy developers and contractors. He pioneered the first damage mitigation agreements between TxDOT and the energy sector. On behalf of his energy sector clients, Mr. Seal developed an accelerated process to assess the present worth of an existing highway using remaining life analysis, which set the TxDOT precedent for all energy sector bonding agreements to follow.

RELEVANT PROJECT EXPERIENCE

TxDOT – SH 31 Corsicana By-Pass Schematic Design, *Dallas, TX*

Mr. Seal served as the project manager and roadway design task leader for alternatives analysis, route selection, schematic design, and environmental assessment (EA). Like the initial preservation of the Ronald Reagan Corridor, Mr. Seal was responsible for environmentally clearing the footprint of a full freeway section with the intent of building one of the frontage roads for interim two-way operation or building out both one-way frontage roads. Challenges included working the alignment through an active oil field and identified wetlands. Mr. Seal work extensively with public officials and stakeholders in the development of an accurate constraints map. He and his team developed three corridor alignments to the same level of effort and then presented the preferred alignment to the public.

Due to extensive stakeholder involvement upfront in the constraints map development, the preferred alignment received public support. Mr. Seal developed a PS&E-grade schematic design for the ultimate freeway section and developed the plans for the construction of both frontage roads as the first phase of construction.

TxDOT – US 69 By-Pass Feasibility Study, *Tyler, TX*

Mr. Seal was the project manager and roadway design task leader for two independent projects under the same contract. One project was the Feasibility Study for a US 69 by-pass of Lindale (currently designated as part of the SH 49 Toll Road). The other project was the schematic design, EA, and PS&E for the 10-mile widening of US 69 from Lindale to Mineola from a two-lane rural roadway to a four-lane divided highway.

For the by-pass project, Mr. Seal led the development of the environmental and economic constraints map and analyzed the measures of impact of various corridors to bypass Lindale. One of the first action items for the by-pass project was to meet with the Lindale public officials for the establishment of a local stakeholder steering committee. The goal of the steering committee was to allow local stakeholders to have input in not only identifying routes but to more importantly provide early identification of constraints that may not be apparent from typical public resources. Mr. Seal's impact analysis included not only quantitative and qualitative social, economic, and environmental impacts, but also included PS&E-grade construction cost estimates for each alternative. The thoroughness of the constraint map and the involvement of the stakeholder steering committee led to a public-supported by-pass corridor for preservation.

For the widening project, Mr. Seal evaluated alternatives. After developing initial alternatives with TxDOT at kickoff, Mr. Seal evaluated designs that widened 100% to the east, 100% to the west, and 100% down the middle of the existing ROW. Ultimately the preferred alignment consisted of portions of each of the original alignments due to various constraints. Mr. Seal led public involvement efforts in both Mineola and Lindale, resulting in a public-supported preferred alignment. The project was successfully designed and constructed.

TxDOT – SH 158 Alternative Analysis, Schematic Design, and PS&E, *San Angelo, TX*

Mr. Seal was the project manager and roadway design task leader for the alternative analysis, schematic design, and PS&E development for the widening of a 50-mile section of US 158 from a two-lane rural section to four-lane median-separated highway. Mr. Seal developed a widening alternative that had the least impactful footprint in an existing corridor that had over 900 miles of buried petroleum lines within 50' of the existing ROW and dozens of identified tank battery sites that would require hazmat mitigation if impacted. Identifying the location of the buried petroleum lines was an exhaustive effort. Most of the lines were buried during several booms by dozens of different petroleum entities with transfer of ownership over many years, resulting in little or no location documentation other than occasional witness posts. Mr. Seal led the boots-on-the-ground effort with stakeholders and his SUE subconsultant to identify the location of buried petroleum lines so Mr. Seal could accurately evaluate the footprint impacts of his alternatives. He ultimately developed and weighed the impacts of several alternatives that resulted in a public-supported project. Mr. Seal developed the PS&E that included the direct connect interchange of SH 158 and SH 87.

TxDOT – US 277 Schematic Revision and PS&E, *Wichita Falls, TX*

Mr. Seal was one of three prime providers to deliver a revised schematic and full PS&E for the widening of 50 miles of US 277 on a 12-month schedule. Serving as project manager and roadway design task leader, Mr. Seal worked seamlessly with the other two prime consultants to adjust an existing approved schematic to cut costs and bring the project within approved budgets. Mr. Seal's team's role was to evaluate and gut the existing roadway design. Within a 2-week schedule, Mr. Seal's team totally redesigned the entire 50-mile project, changing every roadway typical section, slope, and profile of the main lanes and frontage roads, saving $4M in earthwork, with zero impacts to safety or performance. After the schematic revisions, Mr. Seal's team

developed the PS&E for 13 miles of the project, which included the Seymour by-pass, a full freeway section with continuous frontage roads and grade separated intersections, and the Brazos River Bridge—all within an 11-month schedule.

The Wichita Falls design staff recognized that their in-house TxDOT roadway design training needed improvements for them to design with the same efficiency that our designers could design and produce plans. They acknowledged that with their current training resources, it would take them 6 months to do what we could do in 2 weeks. To address this feedback, Mr. Seal and his lead designer led 2 weeks of in-house training on some of their active design projects, discussing best practices to plan and manage an accelerated production schedule, identify up-front critical design constraints to establish a critical path schedule, establish up-front first- and second-stab solutions of identified constraints, establish daily production goals, and assign staff to strengths. Mr. Seal's lead designer focused his portion of the training on applications and efficiencies in GEOPAK and MicroStation that were not included in the standard training TxDOT provided. At the end of the 2 weeks of training, TxDOT's staff estimated they shaved several months off their design schedules just in the production accomplished during the training.

TxDOT – IH 35 Reconstruction/Widening Project, *Waco District, TX*

This 6-mile project consisted of the total reconstruction of IH 35 main lanes and frontage roads from Salado to Belton. Mr. Seal's primary responsibility was developing the construction phasing and TCP layouts, pavement marking layouts, plan and profiles for all temporary pavement and temporary ramps, and complete grading cross sections for each construction phase. This was a fast track design project to meet a letting that would secure and obligate ARRA stimulus funding. The caveat to meeting the letting date and using ARRA funds was that TxDOT had not purchased needed ROW nor cleared utilities, and they could not implement a delayed start date of 18 months to clear the ROW.

Mr. Seal developed a Critical Path (CP) construction phasing plan supported by Primavera scheduling software and then developed a Construction Management Plan (CMP) for work that could be accomplished within the first 18 months without ROW clearance. His phasing layouts were comprehensive and supported with grading cross sections for each phase. His phased cross sections accurately depicted all above ground and subsurface elements of work, including location and direction of traffic, types and location of barriers, permanent and temporary pavements, permanent and temporary retaining walls, cross culverts, storm drains, ITS cabling, slopes, ditches, and flow arrows. This level of detail was critical for several reasons: 1) allowed Mr. Seal to verify interim drainage patterns and address interim drainage issues that could negatively affect the traveling public or the contractor's efficient progression of work, 2) allowed for accurate quantity phased construction take-offs that were used in CP scheduling, 3) allowed Mr. Seal to identify and design around fatal flaw pinch points of areas with safety or constructability issues, 4) gave credibility and assurance that the project could be built efficiently and economically while maintaining safe and efficient mobility of the traveling public during construction, and 5) helped give bidding contractors a true visual of the construction, lowering their risk factor and overall bid prices.

TxDOT – IH 35, Mines Road (FM 1472), and BNSF Railroad Grade Separation, *Laredo District, TX*

Mr. Seal served as the project manager for the feasibility study, schematic design, public involvement, environmental assessment, value engineering study, and PS&E development of a high-speed direct connect interchange that grade separated the highest truck traffic intersection in the U.S. Due to the 16 daily trains that blocked trucks from Mines Road, trucks were backing up onto the IH 35 main lanes 16 times a day, causing congestion and safety problems. This was a very constrained and complicated project in a 100% commercially developed area along IH 35 and Mines Road. Mr. Seal had extensive coordination with BNSF railroad for temporary at-grade crossings and aerial crossing permits. He dealt with the issues of a flood control stream

crossing, designed a solution to the flooding of a strip mall caused by a previous TxDOT project, coordinated a hazardous waste mitigation plan, developed a construction phasing and TCP that maintained truck movements at all times during construction, and performed every aspect of the project on an accelerated 18 month schedule to meet a non-moveable letting date. This was a high-profile project that required extensive coordination with TxDOT and regulatory agencies to meet letting date.

TxDOT – IH 35 Hot Spot Congestion Mitigation Project, *Austin, TX*

Mr. Seal developed low cost alternatives for hot spot congestion mitigation along IH 35 in north Austin, and used VISSM to evaluate the effectiveness of the alternatives. He developed the PS&E for the two alternatives deemed cost effective. Mr. Seal developed the PS&E for ramp reversals, squeezed a third frontage road lane between Parmer Lane and Howard Lane, and designed an intersection by-pass lane along IH 35 under the Parmer Lane overpass bridge. He also developed the PS&E to add dual left turn lanes under IH 35 at Wells Branch Parkway, left-turn storage lanes and intersection by-pass right turn lanes on Wells Branch, and dedicated left turn lanes and intersection by-pass right turn lanes on the IH 35 frontage roads.

TxDOT – Dallas North Tollway Widening, Rehabilitation, and Mainlane Plaza #1 Replacement PS&E, *Dallas, TX*

Mr. Seal was the project manager to add a through lane and widen shoulders to an existing six-lane barrier-divided toll road as it reaches a toll plaza. Design elements of the 1.5-mile project included replacement of an existing underpass with a single-span steel structure, 2,000’ of retaining wall, lowering raised curb shoulders on two bridges, and TCP for total reconstruction of mainlane concrete pavement to coordinate with simultaneous reconstruction of the toll plaza.

TxDOT – IH 30 / IH 635 Interchange Alternatives Analysis, *Mesquite, TX*

Mr. Seal was the project manager responsible for providing roadway and bridge design services for TxDOT Dallas District, NCTCOG, the City of Mesquite, and General Growth Properties. Services included alternative connector layout, analysis, and construction phasing for reconstruction of this four-level fully directional interchange in order to build some of the direct connectors ahead of the anticipated letting date of 2014.

TxDOT – North Texas Tollway Authority Work Order Consultant Services (Dallas North Tollway/LBJ Freeway Improvements), *Plano, TX*

Mr. Seal was the project manager for the addition of a third through lane on the northbound-side of Dallas North Tollway at its interchange with LBJ Freeway (IH 635). Design elements of the 1.5-mile project included a bridge widening, retaining wall retrofit, reconfiguration of two existing ramps, revised guide signing, detailed TCP to maintain full access to an area mall throughout construction, and coordination with the City of Dallas (who maintains the frontage roads).

TxDOT – US 281 Widening, Marble Falls, TX

Mr. Seal was the project manager for this 3R design criteria project consisting of 2 miles of existing four-lane undivided to five-lane divided with shoulders. Design elements included safety shoulder and center turn lane widening of the existing roadways, rehabilitation of the existing roadway surfaces, and safety enhancements (culvert extensions and safety end treatments, metal beam guard fence retrofits, clear zone encroachment protection, and horizontal and vertical deficiency corrections). Because the project was within the existing ROW, Mr. Seal optimized the horizontal alignment to meet design criteria while making maximum use of existing pavement.



PAPE-DAWSON ENGINEERS

MICKEY MARLOW, P.E.

Principal-in-Charge

Education:
B.S. in Mechanical Engineering, Midwestern State University, 2007

Registration/License:
Professional Engineer, Texas No. 121535, 2015
Professional Engineer, Oklahoma No. 28701, 2016

TXDOT PRECERTIFICATIONS

1.3.1 Subarea/Corridor Planning
1.4.1 Land Planning/Engineering
1.5.1 Feasibility Studies
2.3.1 Wetland Delineation
2.4.1 Nationwide Permit
2.4.3 U.S. Coast Guard & U.S. Army Corps of Engineers Permits
2.6.2 Impact Evaluation Assessments
2.13.1 Hazardous Materials Initial Site Assessment
3.2.1 Route Studies & Schematic Design
4.2.1 Roadway Design
4.5.1 Constructability Review
7.1.1 Traffic Engineering Studies
7.4.1 Traffic Control Systems Analysis, Design, and Implementation
8.1.1 Signing, Pavement Marking, and Channelization
8.2.1 Illumination
8.3.1 Signalization
8.6.1 Rail-Highway Design
10.2.1 Roadway Hydraulic Design
10.3.1 Bridge Hydraulic Design
11.1.1 Roadway Construction Management and Inspection
11.4.1 Environmental Inspections

BIO

Mr. Marlow has 30 years of experience with transportation project management, bridge and construction inspection, bridge safety inspection, and owner verification representation. His experience includes more than 25 years of evaluating and managing roadway design projects to meet state and federal design standards and specifications. He has performed inspection and surveys for countless bridge projects. Mr. Marlow has provided all calculations and plan layouts for cost-benefit analysis of existing bridge structures for rehabilitation and replacement assessments. He has experience in Federal Highway Administration (FHWA) review coordination and comment resolution. He performed plan review services for 15 of his 30-year transportation career, and has additional experience in local agreement development and review, construction inspection, lab analysis, design, planning, consultant project management, and general plan quality assessments. Mr. Marlow worked for TxDOT for 27 years as Wichita Falls District plan review and design lead, design consultant coordinator, and design and construction project management in the Traffic Operation section. He most recently served as consultant contract manager for eight TxDOT Districts (Dallas, Fort Worth, Atlanta, Brownwood, Tyler, Waco, Wichita Falls, and Paris), for which he managed local agreement development, consultant selection, contract development, work authorization (WA) assignments, and WA project management, with an annual budget of approximately $300M to $400M.

RELEVANT PROJECT EXPERIENCE

TxDOT – IH 820, *Tarrant County, TX*

This Tarrant County project involved schematic, environmental, PS&E, and post letting coordination. Mr. Marlow worked with Fort Worth District as the project manager for the review and preparation of preliminary geometric schematics, route studies, preliminary engineering, environmental documentation, public involvement, and PS&E for the $250M reconstruction of the facility and interchange. He also coordinated final FHWA approval of the schematic.

TxDOT – IH 35 East Horseshoe, *Dallas County, TX*

Mr. Marlow served as TxDOT project manager for consultant selection and contract procurement. He was also responsible for overseeing all phases of PS&E development to the 30% level. This Dallas County project included bridges spanning the Trinity River floodplain. This aspect of the project required intensive communication in coordination during environmental document development.

TxDOT – IH 35 West North Tarrant Express Segment 3B, *Fort Worth District, TX*

As project manager for this Fort Worth District project, Mr. Marlow managed the procurement and selection of design consultant for this $165M project, and managed all aspects of PS&E development. This project is on the nation's list of most congested freeways in the country. Mr. Marlow reviewed and approved all aspects of design, managed stakeholder coordination, and performed constructability reviews. Traffic control was one of the most challenging aspects of this project, since the project area adjoins two other large complex projects on IH 35, but the project was completed with minimal disruption to the public and additional costs associated with change orders. After the projects were under construction, Mr. Marlow worked in the role of oversight for the GEC working on behalf of the Fort Worth District.

TxDOT – IH 345, *Dallas District, TX*

Mr. Marlow, in conjunction with the Dallas District, was the project manager overseeing and managing the development of a feasibility study for the rehabilitation of the $44M IH 345 overhead freeway bridge in Dallas County. This unique exotic structure presented TxDOT with many unique challenges. Mr. Marlow was on a team charged with developing alternative analysis for selection of an innovative approach for reconstruction and rehabilitation.

TxDOT – SH 360 at IH 30, *Tarrant County, TX*

Mr. Marlow, in conjunction with the Fort Worth District, was the project manager overseeing PS&E development of this interchange in Tarrant County. The project's compressed schedule and funding constraints required managing Proposition 1 funding to facilitate plan development. Mr. Marlow proposed a phased development plan, used to complete the PS&E with consultant resources. The project was successfully let to construction.

TxDOT – FM 2650 Structure and Roadway Widening, *Wichita Falls District, TX*

As project manager for this Wichita Falls District project, Mr. Marlow performed hydraulic analysis, designed extensions and safety end treatments for 20 existing cross drain culverts, and developed details for roadway widening from 20' to 24' with 4' shoulders. He analyzed and proposed slope conditions to ensure a uniform recoverable slope and calculated quantities for culvert extension, earthwork, riprap, and end treatments. He designed a special drop inlet in a difficult location tying four pipes together to improve drainage, slope conditions, and roadside safety.

TxDOT – FM 2264, Structure and Roadway Widening, *Fort Worth District, TX*

As project manager for this Fort Worth District project, Mr. Marlow designed details for regrading, base, drainage, roadway widening, vertical geometry and x-slope improvements, additional shoulders, existing structures, and additional safety end treatments. He reviewed accident data to locate accident clusters and make safety improvements, and recommended areas to use asphalt level-up to improve vertical geometry and super-elevation to meet design criteria, re-establish cross-slope, and improve roadway safety characteristics. He also designed extensions of existing cross drainage structures and added safety end treatments to improve roadside safety.

TxDOT – FM 1191, Structure and Roadway Widening, *Fort Worth District, TX*

As project manager for this Fort Worth District project, Mr. Marlow analyzed conditions and designed safety end treatments for 30 cross drain culverts and pipe structures. He widened and rehabilitated the roadway to provide a safer travel way. He designed roadside slopes and clear zones to ensure a safe vehicular recovery area. He calculated quantities for concrete, earthwork, flex base, sub-grade, and surface treatment.

TxDOT – FM 369 Drainage Ditch Enclosures and Increase of Roadway Capacity, *Wichita Falls District, TX*

As project manager for this Wichita Falls project, Mr. Marlow analyzed the hydraulic capacity and designed a multiple CBC extension to tie into the downstream segment of a critical existing drainage system. Challenges included close coordination of FEMA floodplain data with the City of Wichita Falls to ensure no adverse impacts to adjacent properties. Mr. Marlow performed all QA/QC before submittal, including calculating box culverts, riprap, hydrology, pavement, storm sewer, and earthwork quantities. Mr. Marlow analyzed all aspects of the project, including pavement and signals, to ensure all pieces fit together. One unique problem he analyzed and resolved was the lack of available area to accommodate the water. He designed and modified a multiple CBC system and required conventional forming techniques to best utilize the area to accommodate flows.

TxDOT – IH 35 East Horseshoe, *Dallas District, TX*

As TxDOT's project manager for consultant selection and contract procurement, Mr. Marlow successfully negotiated the level of effort estimate from $27M to $19M for the preparation of PS&E for the reconstruction of IH 35 East (north of Eight Street to north of IH 30), including the IH 30/IH 35 East interchange. Mr. Marlow was also responsible for overseeing all phases of PS&E development to the 30% level and coordinated the transfer of this project to Design Build in 2012. This Dallas District project included bridges spanning the Trinity River floodplain, which required intensive communication in coordination during environmental document development.

TxDOT – IH 820, *Fort Worth District, TX*

As project manager for this Fort Worth District project, Mr. Marlow was responsible for the preparation of preliminary geometric schematics, route studies, preliminary engineering, environmental documentation, public involvement, and PS&E for the reconstruction of the facility and interchange. He coordinated FHWA approval of the schematic and acted as project manager overseeing the development of PS&E.

TxDOT – IH 345, *Dallas District, TX*

As project manager for this Dallas District project, Mr. Marlow was responsible for overseeing and managing the development of a feasibility study for the rehabilitation of this IH 345 overhead freeway bridge. This unique exotic structure presented TxDOT with many unique challenges. Mr. Marlow was on a team charged with developing alternative analysis for the selection of an innovative approach for reconstruction and rehabilitation.

TxDOT – US 75, *Dallas District, TX*

This Dallas District project involved a corridor study, design schematic, environmental assessment, and public involvement through environmental clearance. Mr. Marlow was TxDOT project manager overseeing consultant management of all studies, analysis, schematics, NEPA, and environmental documentation.

TxDOT – FM 813, Roadway and Structure Widening, *Ellis County, TX*

As project manager for this Dallas District project, Mr. Marlow designed safety improvements, widened roadway and structures, extended structures, improved drainage and vertical geometry, and reestablished super-elevation in horizontal curves. Mr. Marlow worked with a University of Texas at Arlington research group, TxDOT Maintenance, TxDOT Area Office, and the local floodplain coordinator to investigate use of jack and bore technique to add capacity to x-drain pipe location where overtopping occurred, and analyzed hydraulic and safety impacts. This method improved the safety of traveling public and contractor forces, allowing structure construction without roadway closures or replacement phasing. Construction was accomplished under normal TCP phasing without undue traffic pattern interruption.

TxDOT – US 82 (West of FM 369 to Kemp), *Wichita Falls District, TX*

Mr. Marlow was TxDOT's design project manager overseeing all schematic design and plan development. This Wichita Falls District project consisted of the development of PS&E and geometric schematic for a freeway section approximately 10.5 miles long through Wichita Falls' urban area. This project included concrete pavement, as well as extensive roadway and pavement design elements. Mr. Marlow established horizontal and vertical alignments and determined appropriate design criteria. He designed and performed analysis of in situ soils to determine an appropriate design with an effective design life. He analyzed existing and proposed structures for hydraulic efficiency in the appropriate design flood. He analyzed features using existing conditions, since frontage roads were constructed for this freeway section in the late 1970s. He designed and detailed six pair of twin bridges crossing Lawrence Road, McNeil, Fairway Boulevard, Barnett Road, Allendale Road, and FM 639. He also designed and analyzed foundations.

Mr. Marlow also performed rehabilitation and widening of an existing BNSF railroad overpass with twin structures. He conducted two public meetings and applied public input to the geometric schematic, submitting it to TxDOT Design Division and the FHWA for approval. He worked with local developers and state, county, and railroad officials to determine the feasibility of a plan to extend the existing frontage road across the existing railroad. Additional responsibilities including design of illumination, multiphase TCP, SWPPP, and signing and striping.

PAPE-DAWSON ENGINEERS



DAN THOMA, P.E., LEED AP

Roadway Schematics

Education:
B.S. in Civil Engineering, University of Wisconsin-Milwaukee, 2002

Registration/License:
Professional Engineer, Texas No. 98622, 2006
Leadership in Energy and Environmental Design, Texas, 2009

TXDOT PRECERTIFICATIONS

1.2.1 Systems Planning
3.2.1 Route Studies & Schematic Design
4.2.1 Roadway Design
7.1.1 Traffic Engineering Studies
8.1.1 Signing, Pavement Marking, and Channelization
8.3.1 Signalization
9.1.1 Bicycle and Pedestrian Facility Development
10.1.1 Hydrologic Studies
10.2.1 Roadway Hydraulic Design
11.1.1 Roadway Construction Management and Inspection
18.3.1 Utility Adjustment Coordination
18.4.1 Utility Engineering
18.5.1 Utility Construction Management and Verification
18.6.1 Utility Management & Coordination Oversight

BIO

With 19 years' experience in civil engineering, Mr. Thoma currently handles transportation and highway projects involving schematic, PS&E, traffic control plans, construction observation, scheduling, planning, utility design and coordination, tree preservation planning, water pollution abatement plans, and SWPPPs.

RELEVANT PROJECT EXPERIENCE

TxDOT – US 183A, *Austin, TX*

Mr. Thoma served as the project manager responsible for developing schematic and PS&E for 3 miles to add new capacity to this corridor roadway between Avery Ranch Boulevard and FM 1431 in Williamson County. He developed schematic alignments and identified alternatives; conducted traffic studies and simulations analyzing weaving patterns and ramp spacing; provided environmental documentation; identified ROW needs; and coordinated with utilities, railroad (CapMetro), and CTRMA to solve design issues including ramp alignments. The project scope included ramp alignments; access management; and bridge, retaining wall, and sound wall design. Mr. Thoma also coordinated with the hydraulic team to design and incorporate water quality basins into the corridor and coordinated with the Edwards Aquifer Authority and TCEQ.

TxDOT – US 83, *Starr County, TX*

Mr. Thoma served as project manager responsible for developing PS&E for this 10-mile corridor, widening the existing two-lane road to a four-lane divided roadway with median. He revised the schematic alignments; analyzed sight distance and traffic patterns to determine turn lane and turnaround lengths and locations; met with property owners to determine land use needs, locate driveways, and negotiate easements to provide

cut slopes into properties and eliminate the need to retaining walls at locations where feasible; provided drainage analysis; designed six bridges; provided environmental coordination for Environmental Assessment reevaluation; identified ROW and easement needs; and conducted utility coordination and agreements. The scope included a value engineering study, cost estimates, geotechnical studies (pavement design, retaining wall, and bridge), environmental coordination, utility coordination and engineering, mobile LiDAR and GPS surveys, geometric design, drainage design (bridges, scour analysis, culverts, open ditches, and storm drain), signing, pavement markings, traffic signals and flashing beacon assemblies, illumination, traffic control plan, and structural design (bridge and retaining wall).

Bexar County – Loop 1604 (Lower Seguin Road to IH 10), *San Antonio, TX*

As project manager, Mr. Thoma developed the PS&E to widen 3 miles of SL 1604 from two lanes to a divided four-lane roadway and incorporated a plan to expand to a future expressway. He developed PS&E, including critical traffic control for the project in this high-speed corridor, and drainage analysis for twin bridges within the Martinez Creek Dam 6A storage area.

TxDOT – FM 2147 Rehabilitation, *Marble Falls, TX*

Mr. Thoma served as the roadway lead for the intricate widening and reconstruction of FM 2147 from a two-lane narrow roadway to a two-lane roadway with a shoulder and bike lane to enhance safety and address bicycle community requests. This former rural area had quickly developed with an assortment of business and residential driveways. Urban criteria led the reconstructed of a portion of the roadway by removing the existing super-elevation to allow driveways to tie into the widened roadway without significant penetrations into private property or limiting driveway grades. The project required Mr. Thoma's coordination expertise in relocation, design of side road ditches and establishment of outfall easements. New drainage patterns also needed adjustment to remedy past improvements that ineffectively conveyed runoff. Utility relocation coordination was essential for water and overhead electric. Because the project was located within an active community, Mr. Thoma sought and obtained public input through several public meetings that included key discussions with county commissioners.

TxDOT – SH 29, *Burnet, TX*

Mr. Thoma was the project manager to develop PS&E to widen and add left turn lanes on SH 29 at CR 258 to reduce the chance for rear-end collisions and improve safety at this rural intersection. PS&E included pavement widening, retaining wall design, drainage analysis, SWPPP, signing, and pavement markings.

TxDOT – RM 3232 Rehabilitation, *Johnson City, TX*

As the project manager, Mr. Thoma provided the PS&E for a 6-mile rehabilitation from RM 2766 to US 290 in Blanco County. Improvements consisted of widening the roadway to a 28' total crown width and widening drainage structures. Services included roadway design, grading, paving, drainage, signing, pavement markings, TCPs, SWPPP, and cost estimates. Coordinating the TCP with the state, Mr. Thoma provided an approach to avoid or minimize utility adjustments.

TxDOT – SH 16 Rehabilitation, *Kerrville, TX*

Mr. Thoma served as roadway task lead to develop PS&E to rehabilitate pavement and increase safety (by adding Super two passing lanes) for 7-miles of this arterial within existing roadway ROW. He developed and coordinated a passing lane layout with two adjoining projects. His design included roadway alignment

verification, grading, culvert widening, and side-road ditch analysis realignment. Services included roadway and drainage design, floodplain analysis, a traffic control plan, roadway signing, striping, and utility coordination. The effort required the extension of existing drainage culverts where the road was widened since culverts could not be extended outside the clear zone. Mr. Thoma ensured applicable safety treatments (SETs or guardrail).

TxDOT – FM 2766 Rehabilitation, *Johnson City, TX*

As roadway task lead, Mr. Thoma developed PS&E to rehabilitate and widen 9 miles of RM 2766 from US 281 to RM 3232 with a full overlay. A portion of the project included full-depth reconstruction to eliminate a super-elevation section to tie the driveways into the properties that were lower than the road on the high side of the removed super-elevation section. Drainage structures were either replaced or lengthened, and relocation of side road ditches. Services included elimination of four low water crossings, widening of existing cross culverts, and safety improvements to driveway pipes.

TxDOT – FM 3180, *Baytown, TX*

As project manager, Mr. Thoma provided PS&E for a complete intersection reconstruction of this accelerated design schedule for the Beaumont District. The project originally started as a 2-mile widening, however, the scope changed during the 60% plan development to include an intersection only. A major scope change also occurred at the 90% phase to reduce the amount of intersection work within a 2-week turnaround to submit final plans to meet the letting date. Mr. Thoma handled both scope changes promptly by analyzing the schedule and budget impacts, through frequent discussions with the client, and by working within the existing work authorization to complete the changes on time and within budget. He conducted daily status updates and reviews to complete the scope change at 90%. Services included analyzing the level of service, roadway geometry, drainage, traffic control, traffic signal, signing, striping, and a stormwater pollution prevention plan, as well as cost estimates, specifications, and DCIS uploading.

TxDOT – US 75 Traffic Signalization and Ramp Reversal, *Denison, TX*

Mr. Thoma served as project manager responsible for PS&E of a ramp reversal project and additional improvements on a turnaround bridge on US 75. His design removed the existing entrance and exit ramps along northbound US 75 between Crawford Lane and Morton Street (FM 120), converting the ramps from a Diamond to an X-ramp layout. There was the installation of a continuous weaving lane along the frontage road between the exit and entrance ramps to increase safety. Also provided was safety lighting at each new ramp location in accordance with the TxDOT Illumination Manual. Construction of a new turnaround bridge from the north-bound to south-bound frontage road. Required modifications to the existing signal due to requested placement of ramps by the City of Denison. Mr. Thoma also coordinated with the City of Denison regarding architectural features, including rail type and color, stamping on the bents, and architectural lighting on the turnaround bridge. Other services included drainage analysis, design of storm drain and roadside ditches, signing and pavement markings, and traffic control.

City of San Antonio – Ray Ellison Boulevard, *San Antonio, TX*

Mr. Thoma served as the project manager for the preparation of PS&E to update two miles of Ray Ellison Boulevard from IH 410 to Old Pearsall Road, a densely populated area with schools. He converted Ray Ellison from a two-lane roadway to a four-lane section with traffic signals, LID features, storm drains, detention ponds, signing and striping, a stormwater pollution prevention plan, and traffic control. The utility design replaced water and wastewater mains and 9,600 LF of a 24” gas main, including directional bore design, and 300 LF of gas main adjustments to existing 4”, 8”, and 12” mains throughout the project. Mr. Thoma implemented the

QA/QC plan during design and at submittal milestones to oversee that design criteria were followed, quantities back checked, and conflicts found. Special attention was given to underground utility conflicts. Traffic control design consisted of maintaining a two-way roadway operation with turn lanes at critical intersections; included special details to keep critical intersections open during construction; and alternate materials and construction methods were used to close and quickly reconstruct other intersections. Mr. Thoma developed a pedestrian detour plan for each phase, including temporary sidewalks due to heavy pedestrian usage of school-aged children walking to two elementary schools and one middle school.

Bexar County/TxDOT – SH 211 (FM 1957 to FM 471), *San Antonio, TX*

Mr. Thoma served as the project manager responsible for developing schematic and PS&E for this new location roadway between FM 1957 and FM 471 in Bexar County. He coordinated with the project team, including subconsultants, for environmental documentation, ROW acquisition, and public meetings. The project included the design for a new alignment accommodating ROW and coordinating with environmental task leads on documentation for environmentally sensitive areas, including endangered species habitat. The corridor is approximately 7 miles and includes three bridges (totaling 530.5' in length) and 16 cross culverts. Mr. Thoma managed the topographic and boundary surveys, ROW acquisition and documentation, schematic design, environmental permits, traffic control, grading, culvert designs, bridge designs, driveway designs, and utility coordination.

Williamson County – Hero Way (US 183 to CR 269), *Leander, TX*

As project engineer, Mr. Thoma was responsible for developing PS&E for the new 1.1-mile four-lane roadway between US 183 and CR 269, including a turn lane extending approximately 829 LF along US 183. He developed alignments; identified ROW needs; and coordinated with utilities, railroad, and CTRMA. He also coordinated with Pape-Dawson's hydraulic team to design and incorporate water quality basins into the corridor.

Alamo Regional Mobility Authority – Foster Road Design, *San Antonio, TX*

Mr. Thoma served as the project manager for 1.5 miles of roadway reconstruction. During project development, numerous new developments appeared, including two businesses, two phases of a residential development, an HEB distribution center, and a fire station. He worked with all developments to incorporate their designs, acquire donated ROW for the roadway project, and ensure all parties' design needs were met, including installation of a traffic sign to incorporate the ultimate roadway configuration, placement of fire station flashing beacons, establishment of driveway locations, and incorporation of the overall drainage plan from all developments. Mr. Thoma also provided traffic forecasting and modeling; alternative analysis; utility coordination; ROW acquisition and negotiations; environmental clearance; drainage studies and design; schematic design; and signal, roadway, traffic control, and signing and striping design.

FM 1103 Turning Stone, *San Antonio, TX*

Mr. Thoma was the project manager for PS&E, bidding, and construction phase services to widen a two-lane TxDOT high speed minor arterial to add a two-way left-turn lane and right-turn lanes into a newly developed subdivision. The scope of work included traffic control to maintain safe work zone in tight, high-speed ROW, sight distance safety evaluation (including placing intersection in the vicinity of a substandard vertical curve on FM 1103), roadway design (including our design with the ultimate six-lane project TxDOT was developing in house), drainage analysis (hybrid open ditch and closed system design and cross culvert extension), signing, pavement marking, stormwater pollution prevention plan, and utility coordination.



BRIAN ALLEN, P.E., CFM

Roadway Support

Education:
B.S. in Civil Engineering, Texas A&M University, 2011

Registration/License:
Professional Engineer, Texas No. 123374, 2016
Certified Floodplain Manager, Texas No. 3283-17N, 2017

TXDOT PRECERTIFICATIONS

3.2.1 Route Studies & Schematic Design
4.2.1 Roadway Design
4.4.1 Freeway Interchanges
4.5.1 Constructability Review
4.6.1 3-D Design Visualization Services
10.1.1 Hydrologic Studies
10.2.1 Roadway Hydraulic Design
10.3.1 Bridge Hydraulic Design

BIO

Mr. Allen has 8 years of civil engineering experience as project engineer and project manager, from planning phase through construction. He consistently develops high-quality roadway design, 3D design, construction phasing, traffic control, drainage design (including storm sewer, hydrologic modeling, and culvert and bridge hydraulic modeling), utility coordination, ROW coordination, environmental design, and railroad coordination. Mr. Allen has extensive experience using Microstation OpenRoads 3D corridor modeler to develop geometric designs for rural and urban roadway reconstruction projects, including 3D visualizations for stakeholders/ public meetings.

RELEVANT PROJECT EXPERIENCE

Williamson County – SH 29 at Bluebonnet, *Georgetown, TX*

As project manager, Mr. Allen developed plans for the construction of roadway widening for right-turn deceleration lanes and left turn lanes, storm sewer improvements, new signal installation, signing and striping, and traffic control. Part of the plans incorporated with TxDOT SH 29 widening plans already in development. He coordinated with TxDOT, Williamson County, and TxDOT's engineering consultant to develop supplemental plan sheets that seamlessly incorporated into the plan set, as well as developing separate donation agreement documents. Improvements included two right turn deceleration lanes, approximately 500 LF each, with full depth HMA pavement construction, curb and gutter, sidewalk, and curb ramps. Widening the existing roadway for the right turns required capping existing storm sewer curb inlets and relocate them to the new edge of pavement. He did a full H&H analysis to determine roadway ponding and inlet capacity to determine optimal placement of the proposed inlets. Hydrologic analysis was also performed on the existing SH 29 storm sewer to ensure additional impervious runoff was detained sufficiently that there would be zero impacts to the existing system.

The traffic signal was designed around the proposed roadway layout and allowed for potential future turn lanes. Signal design were based per TxDOT Austin District design criteria and standards. Signal elements included flashing yellow permitted left turn signal heads, pedestrian push button pole assemblies, and radar advance and presence detection devices.

Mr. Allen coordinated with Pape-Dawson's environmental services group to develop a hazardous materials site assessment, community impact analysis, archaeological resource coordination, and vegetation impacts analysis. He coordinated with TxDOT and Williamson County for PS&E, cost estimates, project management, and construction phase services.

TxDOT – SH 36 Segments 11-12, *West Columbia, TX*

Mr. Allen was project manager responsible for designing PS&E for 7 miles of roadway widening from a two-lane rural section to a four-lane divided rural freeway. Mr. Allen's responsibilities included geometric roadway design, 3D design, overpass bridge and ramp design, signal design, two creek bridge crossings and four wildlife bridge crossings, roadside ditch and storm drain development, retaining wall layouts, HEC-HMS 2D floodplain analysis, three detention basin designs, H&H reports, utility coordination and joint bid utility design, more than 200 driveways, ITS coordination and design, ROW acquisition, signals, and signing and striping.

Unique environmental coordination was required to address the needs of USFWS when they acquired a large portion of adjacent ROW in the middle of design development, and created a wildlife preserve. Mr. Allen served as liaison between USFWS and the State to organize meetings and develop a strategy for the project to continue through the middle of the preserve while minimizing impact to wildlife. Mr. Allen developed a design modification to add four wildlife crossings to the project that would allow the preserve to function as a contiguous property and allow for safe wildlife crossing locations vertically separated from traffic. Strategically placed bridge locations were to minimize the need for roadway redesign, and where there was significant vegetation for wildlife. This minimized cost to the project design budget, time lost to the design schedule, and expedited coordination with USFWS by meeting environmental requirements.

Mr. Allen developed a continuous storm sewer design that conveyed off-site water to detention basins or underground storage. Mr. Allen's team then developed water and wastewater alignments to replace the City of West Colombia's outdated system that conflicted with proposed improvements. Mr. Allen coordinated with the remaining telecom, power, and gas utilities to develop corridors for utility easements within the newly acquired ROW.

Because this project required nearly double the ROW as currently existed for the corridor, over 200 ROW parcel acquisitions were required for this segment of the project. Mr. Allen coordinated with the State and their lawyers and appraisers to develop exhibits for each parcel and analyze site traffic circulation. He also served as an expert witness and testified in Special Commissioner Court hearings.

TxDOT – US 62/180 Montana Avenue, *El Paso, TX*

Mr. Allen served as project engineer responsible for assisting in the schematic design, construction phasing, and storm drain design to expand 8 miles of Montana Avenue from a divided uncurbed highway to a grade separated full freeway section with overpasses, frontage road, direct connect interchange bridges, and storm drain. The project, located in flat terrain, is functionally classified as a major arterial and is being designed to TxDOT Roadway Design Manual 4R Standards with a design speed of 70 mph. Mr. Allen developed staged construction phasing and traffic control schematic design. Using traffic projections, he split the project into multiple phases to make best use of projected available funds while minimizing user delay. Traffic control design elements included temporary signals and pavement to create a temporary restricted crossing U-turn configuration during the construction of proposed turnaround and overpass bridges. Using this innovative approach, Mr. Allen's design maintained existing access to frontage road property throughout every phase of construction while minimizing disruption to the traveling public.

TxDOT – North New Braunfels Avenue at Austin Highway, *San Antonio, TX*

As deputy project manager, Mr. Allen designed PS&E to construct roadway widening, dedicated right-turn slip ramp, pedestrian and bike access improvements, and signal replacement. Mr. Allen's responsibilities included geometric roadway design, 3D design, traffic control, utility phasing and coordination, drainage, and storm drain design, and signing and striping. Utility upgrades to the intersection included replacing aging sewer and gas lines, removing overhead telecom and electric from poles, and relocating underground.

The existing intersection did not allow southbound right-turns due to the severe approach angle of the intersecting roadways and steep grades. Mr. Allen developed a solution to add a dedicated right turn slip ramp that met roadway design criteria, increased access, and improved the overall safety of operations at the intersection. He also developed plans to remove and replace the existing storm sewer system to accommodate the intersection widening and new ramp construction.

Mr. Allen assisted in developing plans to completely replace the existing signal with new mast arms, signal heads, pedestrian push buttons and poles, and radar-controlled detection devices. He was able to coordinate with the City of San Antonio and TxDOT to restripe the lane usage and modify signal phasing to significantly improve operations, resulting in reduced driver delay and storage requirements.

Mr. Allen developed a detailed multi-phased construction sequencing plan that maximized safety and minimized construction duration by coordinating roadway construction with utility and storm drain installation. He coordinated with AT&T, SAWS, CPS Energy, and TxDOT during design and construction to ensure the resolution of all utility conflicts between all disciplines as quickly and accurately as possible. Traffic control plans were modified prior to letting to allow for sewer line testing requirements, gas line tie-ins, and overhead electric relocations that successfully resulted in no long-term service interruptions to surrounding properties.

City of San Antonio – Broadway Road, *San Antonio, TX*

As project engineer, Mr. Allen developed a roadway retrofit schematic for the City of San Antonio for over 2 miles of the downtown Broadway St corridor. The project included roadway widening and reconstruction, median construction, on-street parking, and pedestrian and bike shared use paths in an urban downtown corridor. He designed multiple roadway sections and developed alternatives as part of a planning and development tool for planning purposes. To aid in the Public Involvement and stakeholder coordination process, Mr. Allen developed 3D visualization models for each alternative.

Mr. Allen developed preliminary geometry using Bentley ConceptStation software, allowing the design team to immediately obtain aerial, terrain, watershed, and roadway data. This data is then cross referenced with available survey data and revised to a preliminary design level acceptable for constructing a conceptual visualization. This geometry went into OpenRoads 3D and built each design alternative using roadway templates developed for each design alternative. Mr. Allen exported the proposed mesh containing all design elements to LumenRT to build a final visualization model.

VISSIM software developed the traffic modeling with existing and projected traffic volumes. To confirm accuracy of the traffic visualization he used the 3D Openroads model to export the geometrics. This data developed 3D traffic simulations for each design alternative and imported directly to the LumenRT visualization models resulting in an accurate representation of the traffic flow in each model.

Unique project goals included developing a design solution for dedicated bike lanes, multimodal access, on street parking, and pedestrian facilities to fit in the corridor. Mr. Allen developed 3D visualization images and videos for use at public and stakeholder meetings to convey how the transit modes would affect each other in the narrow corridor. Property and business owners concerned with aesthetics and access could easily see final product rather than relying on design plans and schematics. Mr. Allen's 3D videos clearly convey traffic queuing and provide the ability to show driving times in side by side video comparisons.

Bexar County/TxDOT – SH 211 (FM 1957 to FM 471), *San Antonio, TX*

As project engineer, Mr. Allen developed schematic and PS&E for 6 miles of new rural freeway in western Bexar County. His responsibilities included geometric roadway design, signal design, drainage design and hydraulic reports, bridge layouts and modeling, traffic control, environmental coordination, public involvement, and signing and striping. He designed 12 culvert crossings and two bridges for Potranca and Medio Creeks, including geometric layouts, hydrologic evaluation, hydraulic modeling, scour analysis, and scour mitigation design.

Mr. Allen developed signalized intersection designs at the north and south tie-ins with Potranco Road and Culebra Road. Roadway improvements included widening the existing roadways to accommodate right and left turn lanes, installing new signal mast arms and ped poles, pedestrian access, and modified signing and striping. He developed detailed 3D roadway models at the proposed intersections to ensure proper drainage of the new pavement, and to identify subsurface conflicts utility and drainage with proposed roadway and signal elements.

After attending multiple public meetings and presenting the design to the public, Mr. Allen developed measures to reduce impact on adjacent properties, including designing a pedestrian underpass rather than a costlier bridge, as well as designing carrier pipe crossings and obtaining required utility permits for adjacent property owners' irrigation waterlines to cross the proposed ROW. It was necessary to acquire all required ROW because this was a new roadway. Mr. Allen developed an alignment and identified required ROW for the proposed roadway section with potential for future expansion. He assisted in development of ROW documents and exhibits, and coordinated with survey, County, TxDOT, and landowners in the development of a ROW map that satisfied the needs of the project, while minimizing environmental and noise impacts to adjacent properties.

Bexar County – Potranco Road (Loop 1604 West to SH 211), *San Antonio, TX*

Mr. Allen served as project engineer in the design to expand 6 miles of Potranco Road from a two-lane rural roadway to five-lane urban corridor. Design elements included six signalized intersections, continuous storm drain with curb and gutter, retaining walls, and one bridge. The project, located in rolling terrain, is functionally classified as a minor arterial and is being designed to TxDOT Roadway Design Manual 4R Standards with a design speed of 45 mph.

Mr. Allen developed six independent storm drain systems comprised of 250+ inlets; 20,000 LF of trunk lines and laterals; and multiple bridge class outfall structures. Due to unique construction phasing, they first built some segments of the storm drain within the existing pavement section. Cut and restored pavement sections, along with temporary lane closures and barrier, were used for safety and efficiency.

Mr. Allen also developed a traffic control design including detour layouts, intersection phasing, temp signing and striping, temp widening, temp drainage, and phasing the construction into three segments to reach specific milestones. Mr. Allen developed detailed plans to minimize construction durations including special shoring layouts, temporary earth walls details, and temporary signal layouts. Special phasing layouts were developed for Caracol Creek Bridge, Medio Creek Bridge, and Potranca Creek Culvert detailing how temporary drainage would be handled during the construction of structural items within the floodplain.

TxDOT – FM 89 (US 83 to Chimney Rock Road), *Abilene, TX*

As project engineer, Mr. Allen led the traffic control and construction phasing design to expand a 1.1-mile densely urbanized segment of FM 89 from a five-lane continuous turn lane section to a seven-lane curb and gutter section with continuous concrete median and channelized left turns. Project elements included continuously reinforced concrete pavement, open ditches, reinforced concrete pipe and multiple box culvert storm drain, four signalized intersections, and continuous roadway illumination. concrete box culvert trunk line segments.



VALERIE COLLINS, AICP
ENVIRONMENTAL SUPPORT

Education:
M.S. in Wildlife Biology, Stephen F. Austin State University, 2001
B.S. in Wildlife Biology, Stephen F. Austin State University, 1997

Registration/License:
American Institute of Certified Planners, No. 027429, 2015
Federal Fish & Wildlife Permit, No. TE205717-2, 2008
TPWD Scientific Research Permit, Texas No. SPR-0509-086

TXDOT PRECERTIFICATIONS

1.8.1 Public Involvement
2.1.1 Traffic Noise Analysis
2.3.1 Wetland Delineation
2.4.1 Nationwide Permit
2.4.2 Clean Water Act Sec. 404 Permits
2.6.2 Impact Evaluation Assessments
2.6.4 Biological Evaluations/Assessments
2.7.1 Sec. 4(F)/6(F) Evaluations
2.12.1 Socio-Economic and Environmental Justice Analyses
2.13.1 Hazardous Materials Initial Site Assessment
2.14.1 Environmental Document Preparation

BIO

Ms. Collins has more than 20 years of experience as an environmental and NEPA specialist and wildlife biologist, 11 of which have been with Pape-Dawson. She designed the only USFWS-approved endangered species preserves and management and maintenance plans for the recovery of karst invertebrates in the San Antonio area. She specializes in NEPA and natural resources compliance, responsible for overseeing the implementation of full environmental compliance (NEPA, endangered species, noise, air, socioeconomic, hazardous materials, Phase I/II site investigations, cultural resources, karst geology, and water resources) within public and private sectors. She has conducted numerous formal/informal Endangered Species Act Section 7 consultations with the USFWS. Ms. Collins specializes in working with the Clean Water Act Section 404 permitting process, including individual permitting, mitigation, and monitoring. A former TxDOT environmental specialist for 5 years, Ms. Collins was appointed to the Environmental Committee to develop environmental document standards and served as interim Regional Environmental Coordinator. She is an experienced NEPA practitioner and holds a USFWS permit to research endangered species across Texas. Through TxDOT schematic contracts and as project manager for local government and utility environmental services contracts, Ms. Collins has orchestrated agency approvals and completed legal documents for numerous infrastructure projects, using carefully selected resource experts, on-time, within budget, and with full QA/QC.

RELEVANT PROJECT EXPERIENCE

Williamson County Parks and Recreation – Brushy Creek Regional Trail Categorical Exclusion,
Round Rock, TX

Ms. Collins led the environmental team for the 1.1-mile Brushy Creek Trail shared-use path in Williamson County. She coordinated with TxDOT and USFWS to receive concurrence with a “May Affect, Not Likely to Adversely Affect” determination for impacts to multiple federally listed species, including the Jollyville Plateau salamander and impacts to karst terrain. Capital Area MPO with an AFA funded this project and

required TxDOT LGPP environmental procedures. Her project management responsibilities include: directing a constraints review of the trail and boardwalk and pedestrian bridge designs across Brushy Creek, serving as mediator between prime consultant and ENV/USFWS during heated debates about detail of information required and necessity of avoidance and minimization measures, and reviewing the numerous construction easements acquisitions required. She led the team to develop avoidance and minimization measures and conducting QC of multiple sources of survey data to ensure rapid agency approval of trail design across waters of the U.S. within endangered karst invertebrate and salamander habitat and critical habitat. Ms. Collins immediately initiated a conference call with the project engineer, ENV, and the District, and rallied the team to a course of action for obtaining USFWS concurrence. She expedited concurrent salamander and archaeological surveys, worked with district staff to obtain de minimus 4(f) exceptions, and managed project certification on time and on budget.

Williamson County – Hero Way (US 183 to CR 269) Categorical Exclusion, *Leander, TX*

Ms. Collins was the environmental project manager for a state categorical exclusion completed for a roadway project at the intersection of US 183 and CR 2243, funded by the City of Leander and Williamson County. The project included construction of a turn lane extending approximately 829 LF along US 183, including a tie-in in the US 183 ROW for the future CR 269. Ms. Collins wrote a NEPA document, including Need and Purpose, socioeconomic analysis, cultural and natural resources investigations, noise and air quality impacts analysis, and hazardous materials investigations.

Bexar County/TxDOT – SH 211 (FM 1957 to FM 471) Environmental Assessment and Section 7 Consultation in Critical Habitat, *San Antonio, TX*

Ms. Collins managed production and coordinated approval of an environmental assessment for a new two-lane, 7.6-mile TxDOT roadway. She directed critical path analysis of challenging and potentially controversial environmental issues, including visual, community, and noise impacts, associated with taking the roadway through an existing neighborhood, and critical habitat for threatened and endangered species in a rapidly urbanizing area. She garnered critical community support by directing stakeholder meetings to gather feedback on project alternatives and features that informed team engineers in designing a publicly accepted preferred alternative. She orchestrated a public information plan including posting a project website and leading a series of phased MAPOS and public meetings and hearings. As manager and endangered species expert, she directed karst studies to find the least impactful route through CH while avoiding impacts to adjacent commercial and residential developments and a cemetery. While Ms. Collins managed production and QC of Section 7 consultation documents, she simultaneously contracted with area landowners for design and permitting of recovery-level mitigation preserves, which resolved USFWS approval concerns expeditiously at no additional expense to TxDOT. FONSI was obtained several months prior to construction.

Bexar County Flood Control Division – Environmental Services, *San Antonio, TX*

As project manager, Ms. Collins provided professional environmental services, including conducting resource impacts investigations; setting schedules; and providing progress reports, permit direction, and guidance for jurisdictional waters determinations and delineations, karst terrain walk-throughs, geologic assessments, endangered species investigations, and cultural resources assessments. Her projects included: Bulverde Road and Jung Road Low-Water Crossing Improvements at Mud Creek; Cimarron Subdivision Channel Improvements Associated with Martinez Creek Dam No. 4; Hausman Road Drainage Improvements to Maverick Creek; and Science Park Drainage Improvements at Four Crossings of Zarzamora Creek.

City of San Antonio – Golden-Cheeked Warbler Habitat Assessments and Surveys, *San Antonio, TX*

Ms. Collins served as environmental manager for golden-cheeked warbler habitat surveys under a City of San Antonio contract to determine potential or unlikely habitat on all City park lands. Her services included field investigations, habitat modeling, mapping and data management, final reports, presentations to the City, habitat management plans, and negotiation of mitigation credits.

Central Texas Regional Water Supply Corporation – Vista Ridge Regional Water Supply Project, *Bexar to Burleson Counties, TX*

This project includes constructing a 140-mile 60" pipeline to carry potable water from Burleson County to Bexar County. The width of the alignment varies by location, with the majority of ROW being either 85' or 50'. Ms. Collins supervised a field evaluation of potential endangered species habitat and waters of the U.S. along the length of the proposed alignment. She also managed cultural resources investigation by subconsultant, and Phase I ESA investigations on roughly 450 parcels. She submitted a pre-construction notice to USACE, which included a biological assessment for an informal Section 7 consultation with the USFWS for the endangered Houston toad, karst invertebrates, and golden-cheeked warbler, as well as Section 10 permitting for impacts outside of the USACE permit action areas.

Stonewall Estates Section 7 Consultation, *San Antonio, TX*

This formal consultation was to address the potential for impacts to golden-cheeked warbler (GCWA), black-capped vireo, and karst invertebrates associated with a residential subdivision and stream impacts. The project area is known for its high quality GCWA habitat adjacent to Friedrich Park. Working with the USFWS and USACE, Ms. Collins conducted surveys for GCWA, BCVI, and karst invertebrates, wrote the biological assessment, and obtained a biological opinion. In conjunction with survey, supplemental assessment approval for project description change, and permitting efforts, her team carried out brown-headed cowbird trapping with a goal of 10% or less nest parasitism or fewer than 50 cowbirds trapped in a single trap in one season, and she facilitated the addition of over 60 acres to the adjacent park.

TxDOT – Landa Park Bridge Replacement CE and Section 7 Consultation, *Comal County, TX*

Ms. Collins served as environmental project manager responsible for confirming compliance with all applicable environmental laws for a project in Landa Park in New Braunfels. This project widened a structurally deficient bridge in a community sensitive to historic aspects of the park. The project was in a known location for a federally endangered fish, the fountain darter. Ms. Collins performed surveys for fountain darter habitat and associated aquatic vegetation. She conducted formal Section 7 consultation with USFWS Austin Ecological Field Services Office, resulting in a biological opinion from the USFWS. Ms. Collins also assisted contractors with adherence to the environmental specifications detailed in the project plans and the biological opinion from the USFWS.

City of San Antonio Bond Project – Bulverde Road (Loop 1604 to Evans Road), *San Antonio, TX*

Ms. Collins served as environmental manager for the City of San Antonio project to widen Bulverde Road from two to seven lanes through the Edwards Aquifer Recharge Zone. Although NEPA documentation was not required, Ms. Collins conducted Section 404 jurisdictional waters determinations, cultural resources investigations, TCEQ permitting, karst terrain features surveys, endangered species investigation, USACE consultation, and an alternatives analysis to avoid or minimize impacts to an endangered species. She

consulted with the USFWS regarding potential impacts to *Rhadine exilis*, an endangered ground beetle purported to exist within the cave beneath Bulverde Road and CH Unit 13. Investigations included presence and absence surveys for the listed beetle; water sampling and testing by spectrophotometry, ion selective electrodes, and wet chemistry method; temperature and humidity monitoring; and geophysical surveys to move the project forward on time and on budget.

VIA – Centro Plaza (Formerly Westside Multimodal Transit Center), *San Antonio, TX*

As a subconsultant, Ms. Collins served as environmental project manager responsible for the preparation of an EA for the addition of the 2.1-acre Centro multimodal transit plaza adjacent to a planned bus facility cleared by Federal Transit Authority (FTA) under an environmental assessment (EA) for the VIA Primo Bus Rapid Transit project. She managed and performed the preparation of the EA, a noise/vibration technical report, land use impact analysis, environmental justice impact analysis, hazardous materials assessment, *de minimis 4f* for changes to a historic building and acequia, and summary reports for public involvement conducted. She also prepared the draft FONSI signed by the FTA.

La Cantera Invertebrate Conservation Areas/La Cantera Development Karst Preserve Plans and Management – Section 10 USFWS Permit, *San Antonio, TX*

Ms. Collins served as environmental project manager to prepare and develop the Karst Management and Maintenance Plans for several karst preserves in Bexar Count, as well as and execute activities outlined in the habitat conservation plan for endangered karst invertebrates on these preserves. These karst preserves were the first to be established in Bexar County.

Bexar County – Shaenfield Road (Loop 1604 to FM 1560), *San Antonio, TX*

Ms. Collins served as environmental manager for a Phase I ESA, jurisdictional delineation, and Pre-Construction Notification to USACE for obtaining verification to use a Nationwide Permit 14 for impacts to wetlands for this linear roadway widening project. The project included on-site wetlands mitigation using only existing resources. She obtained the permit from USACE 45 days from the beginning of field work.

Austin Highway and New Braunfels Avenue Environmental Assessment, *San Antonio, TX*

Ms. Collins was project manager for this intersection reconfiguration project at New Braunfels Avenue and Austin Highway that involved abandonment of portions of TxDOT ROW and dedication of ROW from the historic McNay Art Museum to the City of San Antonio. Storm sewer and multiple utility relocates were required. When a last minute ROW dedication was changed from TxDOT to City of San Antonio, Ms. Collins mediated discussions between City of San Antonio environmental staff/attorneys and McNay attorneys concerning hazmat concerns regarding dedication to each entity of median area where Exxon LPST was removed in 2003 and to avoid potential 4(f) issues. She managed the technical team for TCEQ file review, geotechnical report, and grading plan reviews to resolve this issue. She also provided karst endangered species technical report management. Ms. Collins directed a review of proposed plans and analysis of roadway and utility as-builts to establish baseline versus proposed impacts to subsurface to secure TxDOT approval.

Quintana Road Widening and Drainage NEPA Documentation, *San Antonio, TX*

Ms. Collins served as the environmental project manager for this road widening and drainage project. She managed environmental compliance and produced NEPA documentation, navigating the ever-changing regulatory process, securing permits, and ensuring compliance with applicable laws during construction.

PAPE-DAWSON ENGINEERS



RUBEN GAZTAMBIDE-VELEZ, RPLS, PS, CP

Survey

Education:
B.S. in Civil Engineering, Purdue University, 2007
B.S. in Land Surveying and Mapping, Polytechnic University of Puerto Rico, 2004

Registration/License:
Registered Professional Land Surveyor, Texas No. 6043, 2008
FAA Remote Pilot Airman, 2020
Certified Photogrammetrist, Texas No. 1620, 2017

TXDOT PRECERTIFICATIONS

15.1.1 Right of Way Surveys
15.2.1 Design Survey
15.2.2 Construction Survey
15.3.1 Aerial Photogrammetry
15.3.2 Terrestrial Photogrammetry
15.3.3 Terrestrial LiDAR
15.3.4 Mobile and Airborne LiDAR
15.3.5 Horizontal and Vertical Control

BIO

Mr. Gaztambide-Velez has over 20 years of experience in land surveying in a wide range of markets from transportation for states, cities and counties, railway, water/wastewater, electric transmission and distribution and construction, midstream oil and gas and as-builts, to residential and commercial development projects and high-rise construction. For the past 12 years he has been responsible for a wide range of transportation projects (highway and rail) including ROW, topographic and design surveys, mobile LiDAR, high accuracy aerial LiDAR surveys from both manned and unmanned platforms, high definition laser scanning projects, deformation monitoring, planning of GPS control networks and control for conventional surveying, photogrammetric and airborne LiDAR surveys for clients such as city, county and state governments in Texas as well as nationwide. Mr. Gaztambide-Velez pioneered the integration and use of multiple technologies, and when utilized allow projects to be completed faster and safer, while still producing survey grade data. His responsibilities include preparing project scopes, negotiating budgets, scheduling, overseeing field and office personnel, terrestrial laser scanning, mobile and airborne LiDAR, boundary analysis and retracement, quality control, professional certifications, and providing estimates.

RELEVANT PROJECT EXPERIENCE

Williamson County – Teravista Pavement Survey, *Williamson County, TX*

Mr. Gaztambide-Velez was project manager for this pavement condition survey concerning all public roads within the Teravista subdivision. The project consisted of setting three permanent survey monuments used for future project monitoring. From these monuments, targets were set and surveyed using RTK survey methods to calibrate all collected mobile mapping data. The mobile mapping data was then cleaned, and a tight grid of points was generated, and curbs extracted. Using this data, Mr. Gaztambide-Velez produced a contour map showing the pavement deformations within the roads which was presented to the county.

City of Austin – East Sixth Street Streetscape Improvements Design Survey, *Austin, TX*

As project manager, Mr. Gaztambide-Velez was responsible for a design survey of the project area, including side streets that extend one block north and one block south of Congress along San Jacinto, Trinity, Neches, Red River and Sabine Streets. The project included widening sidewalk and related pedestrian facilities, roadway paving, and enhancing other transportation related features. Mobile LiDAR was used to collect survey-quality point data quickly and accurately. In doing so, Mr. Gaztambide-Velez was able to collect survey-grade data in a fraction of the time it would have taken conventional surveying methods. Topographic survey information was extracted from the robust point cloud, combined with tree identification, and delivered in Autodesk Civil 3D using the City of Austin's ESD CADD Standards, drawn on the appropriate level and in the format required by the city.

City of Austin – Congress and Riverside Streetscape Improvement Mobile Mapping Design Survey, *Austin, TX*

Mr. Gaztambide-Velez was project manager for a design survey of project area from 11th Street on the north and continuing south to the intersection with Riverside Drive, including the section of Barton Springs Road from South Congress Avenue to West Riverside Drive. The project included a full topographic and planimetric map of Congress, Barton Springs and Riverside as well as utility location, manhole inverts and tree locations within the project limits. The resulting dataset would be the base of the design of future upgrades to these corridors. All data was processed and delivered in Autodesk Civil 3D using the City of Austin's ESD CADD Standards, drawn on the appropriate level and in the format required by the City.

City of San Marcos – Mobile LiDAR Survey for Capital Improvements, *San Marcos, TX*

As the geospatial project manager, Mr. Gaztambide-Velez was responsible for surveying of areas to be used as the basis of design for future capital improvement projects within the downtown San Marcos area. He set survey controls, collected mobile LiDAR data within the specified roadways and provided a 2D planimetric and 3D Digital Terrain Model drawing derived from mobile LiDAR and conventional surveying, and provided a 360-degree video of the subject corridors in a video mapping application. Additionally, Mr. Gaztambide-Velez helped the City of San Marcos adopt a CAD standard since they did not have a standard one at the time.

Mobile Mapping for Pavement Re-design of Hester's Crossing and La Frontera, *Round Rock, TX*

This project consisted of a design survey of approximately 1.91 miles of roadway for the purpose of pavement redesign. As a project manager, Mr. Gaztambide-Velez was responsible for scheduling and overseeing the field mobile mapping and conventional survey data collection operations as well as the office extraction of 3D breaklines, 2D planimetric features, visible above ground utilities, and coordination of the SUE QL-D, QL-C, and QL-A services for the project.

TxDOT – FM 1585 Aerial LiDAR, *Lubbock, TX*

As the geospatial project manager, Mr. Gaztambide-Velez was responsible for providing levels of aerial photography acquisition for engineering projects with transportation features. He acquired a photogrammetric quality vertical aerial film or digital image used as the basis for a ground controlled post-processed aero-triangulation solution with limited leaf-off flying seasons. Mr. Gaztambide-Velez also acquired photogrammetric quality vertical aerial film or digital image using on-board real-time navigation system to establish aerial image positions and orientation parameters and utilizing minimal ground control. He used airborne, static or mobile equipment in which firm produced digital elevation models using remote sensing techniques.

TxDOT – Mobile and Helicopter LiDAR Mapping and Conventional Surveying, *Travis, Williamson, and Hays Counties, TX*

As project manager, Mr. Gaztambide-Velez was responsible for planning control layouts, scheduling the surveys, planning and executing a LiDAR data acquisition for 55 miles and bridges on this project. Data was acquired using helicopter based aerial LiDAR and imagery and mobile LiDAR technology. Data extraction was performed using a mix of traditional photogrammetry, aerial LiDAR and mobile LiDAR. Mr. Gaztambide-Velez oversaw the field and office operations for the entire project and ensured best practices were used on all operations.

CTRMA – MoPac Improvement Design-Build Aerial LiDAR, *Austin, TX*

As project manager, Mr. Gaztambide-Velez was responsible for planning survey control as well as planning and executing field aerial LiDAR and imagery acquisition and managing the office production of deliverables. He acquired helicopter based aerial LiDAR and imagery within the corridor. The LiDAR was acquired at a nominal density of 50 points per square meter and the imagery at a nominal pixel resolution of 3" GSD. All data was then calibrated to control and test for accuracy. From this, Mr. Gaztambide-Velez was able to generate a final planimetric and topographic map within the project limits to be used as the basis for the design and build of the North MoPac segment from Town Lake to Parmer Lane. All design files were delivered in MicroStation and GEOPAK.

CTRMA – South MoPac and Slaughter Aerial LiDAR, *Austin, TX*

Mr. Gaztambide-Velez was the project manager responsible for planning survey control, planning and executing field aerial LiDAR and imagery acquisition, and managing the office production of deliverables. He acquired helicopter based aerial LiDAR and imagery within the corridor. This project consisted of two individual but overlapping sections of MoPac. The LiDAR was acquired at a nominal density of 50 points per square meter and the imagery at a nominal pixel resolution of 3" GSD. All data was calibrated to control and test for accuracy. From this, Mr. Gaztambide-Velez generated a final planimetric and topographic map within the project limits and delivered in MicroStation and GEOPAK.

TxDOT – SH 349 (Midland/Martin County Line to SH 137) Aerial LiDAR Acquisition, *Midland, Martin, and Dawson Counties, TX*

Mr. Gaztambide-Velez served as terrestrial scanning task leader, and was responsible for conventional surveying, HDS scanning, and helicopter LiDAR along the 48 miles of SH 349 corridor. The project also included 3 miles of cross flights for designing several roadway improvements within the project limits. He used the helicopter mapping system to survey this 200' corridor, aftewards performing the point cloud calibrations and extracting 2D and 3D data. The aerial and HDS LiDAR data were merged with the conventional surveying data collected to create a unified 2D planimetric drawing as well as a 3D DTM and TIN.

TxDOT – IH 35 (Hays County Proposition 12 Projects) Mobile LiDAR, *Hays County, TX*

As survey and mobile LiDAR project manager, Mr. Gaztambide-Velez was responsible for managing the mobile LiDAR field and office operations. He was also responsible for planning and surveying mobile LiDAR control and collecting, calibrating, and extracting survey grade topographic and planimetric data from the calibrated point clouds for the design of new on- and off-ramps, widening of existing overpasses, design of new overpasses, and design of new managed lanes along the IH 35 corridor.

Ohio Department of Transportation – HAM 71 Survey Aerial and Mobile LiDAR, *Cincinnati, OH*

Mr. Gaztambide-Velez served as geospatial project manager responsible for mobile LiDAR for a 15-mile stretch of Interstate IH 71 in Hamilton County in support of several minor rehabilitation projects along with some limited bridge work. He provided complete mapping (DTM, Planimetric, and Orthophoto) in accordance with the ODOT mapping and surveying specifications. This data collection effort was a "Pilot" to be used solely to investigate the option of collecting future transportation asset inventories utilizing the above mentioned technology, which included DTM Accuracy Class A on pavement, Class B on vegetated surface outside of pavement within the public ROW, Class C in vegetated areas not maintained, and Class D in areas where vertical accuracy is not critical or warranted.

He also performed planimetric data collection, ground control survey, DTM accuracy testing, planimetric detail accuracy testing, and quality control. Final data was delivered in MicroStation compatible computer files. Data collection included the corridor as marked plus ramps at interchanges and provided an inventory of specific roadway assets, roadside features, and safety elements for use in making pavement and roadway asset management decisions.

TxDOT – SH 130 Aerial LiDAR, *Austin District, TX*

As geospatial project manager, Mr. Gaztambide-Velez was responsible for planning control and LiDAR and Imagery acquisition of approximately 25 corridor miles of SH 130, from Gattis School Road to Pearce Lane, for the design and construction of new northbound and southbound lanes. He planned and executed the aerial control plan and oversaw the acquisition of aerial LiDAR and imagery. This imagery was then calibrated to the control and tested for accuracy. Mr. Gaztambide-Velez delivered a final 2D planimetric, 3D DTM, and ortho-rectified imagery to TxDOT in MicroStation and GEOPAK formats.

TxDOT – IH 35 Aerial and Mobile LiDAR, *San Antonio District, TX*

As the geospatial project manager responsible for providing aerial photography acquisition for engineering projects with transportation features, Mr. Gaztambide-Velez acquired a photogrammetric quality vertical aerial film or digital image used as the basis for a ground controlled post-processed aero-triangulation solution. He also acquired photogrammetric quality vertical aerial film based or digital image using on-board real-time navigation system to establish aerial image positions and orientation parameters and utilizing minimal ground control. Mr. Gaztambide-Velez used airborne, static, and mobile equipment to produce digital elevation models using remote sensing techniques.

TxDOT – IH 410 at SH 151 Mobile LiDAR Survey, *San Antonio, TX*

As project manager, Mr. Gaztambide-Velez was responsible for collecting survey grade topographic data along 8 miles IH 410 main lanes for a design survey. He utilized mobile LiDAR to minimize the impact of data collection in this busy highway by eliminating the need to perform lane closures. Mr. Gaztambide-Velez oversaw the field and office operations for mobile mapping and ensured that best practices were used on both operations, informed the client on project progress, managed the project budget, and generated a project report as part of the final deliverable.



RABA KISTNER

GABRIEL ORNELAS, JR., P.E.

Geotechnical

Education:
B.S. in Civil Engineering, The University of Texas at San Antonio, 1995

Registration/License:
Professional Engineer, Texas No. 87851, 2001

TXDOT PRECERTIFICATIONS

12.1.1 Asphaltic Concrete Production
12.1.2 Portland Cement Concrete
14.1.1 Soil Exploration
14.2.1 Geotechnical Testing
14.3.1 Transportation Foundation Studies
14.4.1 Building Foundation Studies

BIO

Mr. Ornelas possesses the advanced technical, leadership, communication, and business skills to interact with clients and lead a consulting team to success. His principal practice areas, relative to consulting and design experience, include construction materials testing and engineering, forensic engineering, and geotechnical engineering.

Mr. Ornelas has more than 20 years' work experience involving management and execution of construction quality control testing and inspection services on major construction projects in Texas. He has technical and managerial expertise in concrete and soils testing and inspection, drilled pier inspection, and asphalt testing. Mr. Ornelas' construction materials testing, and engineering experience includes several public, private, and industrial projects. Other related experience includes construction monitoring, litigation documentation, non-destructive/destructive testing and observation for change-of-use evaluations, trouble shooting of asphalt and concrete construction, ground vibration monitoring, swimming pool distress evaluations, and roof condition and damage causation studies.

RELEVANT PROJECT EXPERIENCE

CR 119 – Limmer Loop to Chandler Rd, *Williamson County, TX*

Mr. Ornelas was project principle-in-charge of conducting the geotechnical engineering study for the proposed extension of CR110/Ed Schmidt Boulevard from Limmer Loop to Chandler Road located in Hutto, Texas. The project consisted of two lanes of a future four-lane roadway with shoulders and a traffic signal.

Sam Bass Road/Chisholm Trail, *Round Rock, TX*

Mr. Ornelas was project principle-in-charge of construction materials testing and observation services for Sam Bass Road/Chisholm Trail. The project involved construction of a portion of Sam Bass Road to a four-lane divided roadway from Meadows Drive to the IH 35 Southbound Frontage road, and reconstruction of a small portion of Chisholm Trail north of Sam Bass Road.

San Gabriel Parkway Extension, *Leander, TX*

Mr. Ornelas was project principle-in-charge of conducting the geotechnical engineering study for the proposed extension of San Gabriel Parkway from CR 270 to Ronald Reagan Boulevard as a four-lane divided roadway with curb and gutter, storm sewers, water quality, detention, street lighting, landscaping, temporary irrigation system, 6' and 10' (dual use) sidewalks and a 24" waterline.

Heritage Trail West Chisholm Trail, *Round Rock, TX*

Mr. Ornelas was project principle-in-charge of geotechnical engineering study for the realignment of Chisholm Trail Road along the segment of roadway extending from Brushy Creek to Sunset. Services included drilling borings along the existing Chisholm Trail Road performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the proposed realignment of Chisholm Trail Road, as well as providing pavement design and construction guidelines.

Peer Review of HR 79 Bodenman Tract, *Round Rock, TX*

Mr. Ornelas was project principle-in-charge of geotechnical engineering study peer review for the HR 79 Bodenman Tract. He reviewed subsurface conditions, engineering reports presenting foundation design and construction recommendations.

Peer Review of Turtle Creek Village, *Round Rock, TX*

Mr. Ornelas was project principle-in-charge of geotechnical engineering study peer review for the Turtle Creek Village construction. He reviewed subsurface conditions, engineering reports presenting foundation design, and construction recommendations.

Roundville Lane Reconstruction, *Round Rock, TX*

Mr. Ornelas was project principle-in-charge of geotechnical engineering study for the reconstruction of Roundville Lane. The services included drilling borings along the existing Roundville Lane performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the proposed reconstruction of Roundville Lane, as well as providing pavement design and construction guidelines.

US 79 Widening Harrell Parkway, *Round Rock, TX*

Mr. Ornelas was project principle-in-charge of geotechnical engineering study for the US 79 widening Harrell Parkway project. The services included drilling borings along the existing Harrell Parkway performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the proposed widening of Harrell Parkway as well as providing pavement design and construction guidelines.

Heatherwilde Boulevard Improvements, *Pflugerville, TX*

Mr. Ornelas was the geotechnical engineer for the geotechnical engineering study for the Heatherwilde Boulevard Improvements.

Water Oak Parkway Major Arterial Improvements, *Georgetown, TX*

Mr. Ornelas was the geotechnical engineer for the geotechnical engineering study for the Water Oak Parkway Major Arterial Improvements.

Retaining Wall and Pavement Design for FM 110, *Hays County, TX*

Mr. Ornelas was the geotechnical engineer for the geotechnical engineering study for the Retaining Wall and Pavement Design for FM 110. The project consisted of construction of a new roadway alignment to be located near its intersection with SH 123 and extending 0.25 miles west in Hays County. The scope of work consisted of drilling soil borings in the vicinity of the proposed Mechanically Stabilized Embankment (MSE) walls, perform laboratory testing to classify and characterize subsurface conditions, and to prepare an engineering report presenting foundation design and construction recommendations. As part of the scope of work, global stability analyses were also performed.

Mager Lane Street Widening, *Hutto, TX*

Mr. Ornelas was the geotechnical engineer for the geotechnical engineering study for the Mager Lane Street widening. The geotechnical engineering study for the proposed improvements consist of the widening of an existing 4,100 LF section of the existing Mager Lane. The existing roadway is currently 22’ wide and the City is planning on widening this two-lane roadway into a three-lane curb and gutter roadway. The expansion of the roadway is limited to a portion of Mager Lane located from near its intersections between FM 1660 and East of Kates Way. The roadway will be designed according to a 40-mph design speed.

Cougar Avenue and Brushy Creek Road Rehabilitation, *Cedar Park, TX*

Mr. Ornelas was the geotechnical engineer for the geotechnical engineering study Geotechnical engineering study for the proposed roadway section of Brushy Creek Road and South Cougar Avenue. The services included drilling borings along the existing roadway, performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the roadway section, as well as providing pavement design and construction guidelines.

Hero Way/CR 269 Extension, *Leander, TX*

Mr. Ornelas was the geotechnical engineer for the geotechnical engineering study for the Hero Way/CR 269 Extension project.

Iron Oak Subdivision-Oak Hill Drive, *Williamson County, TX*

Mr. Ornelas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Iron Oak Subdivision Oak Hill drive pavement study.

Diamond Oaks Subdivision Pavement, *Round Rock TX*

Mr. Ornelas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Diamond Oaks subdivision pavement study.

Warner Ranch Pavements Review, *Round Rock, TX*

Mr. Ornelas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Warner Ranch pavement review study.

Kalahari Pavement, *Round Rock TX*

Mr. Ornelas was the geotechnical engineer for the pavement evaluation for the Kalahari resort pavement study.

Highlands at Mayfield Subdivision, *Williamson County TX*

Mr. Ornelas was the geotechnical engineer for the pavement evaluation for the geotechnical engineering study for the Iron Oak Subdivision Oak Hill drive pavement study.

Vizcaya Subdivision, *Round Rock, TX*

Mr. Ornelas was project principle-in-charge of geotechnical engineering studies for the various phases of the Vizcaya Subdivision. The services included drilling borings, performing laboratory testing to classify and characterize subsurface conditions, preparing an engineering report presenting foundation design and construction recommendations for the Vizcaya Subdivision as well as providing pavement design and construction guidelines.

Morningside Drive/Solms Road, *New Braunfels, TX*

Mr. Ornelas was project engineer-in-charge of pavement distress evaluations, borings, and testing to evaluate the existing roadway performance and soil conditions. The team also installed piezometers and performed a yearlong groundwater monitoring study to determine the potential presence of shallow groundwater along the alignments. His team used this data and information provided by the owner/design team to develop both rigid and flexible pavement reconstruction options for consideration.

Klein Road Phase I, *New Braunfels, TX*

Mr. Ornelas was project engineer-in-charge of pavement distress evaluations, borings, and testing to evaluate the existing roadway performance and soil conditions. The team also installed piezometers and performed a yearlong groundwater monitoring study to determine the potential presence of shallow groundwater along the alignments. His team also used this data and information provided by the owner/design team to develop both rigid and flexible pavement reconstruction options for consideration.



JOELLE ROSENTSWIEG, P.E.

Structural

Education:
M.S. in Structural Engineering, The University of Texas at Austin, 2004
B.S. in Civil Engineering, University of Southern California, 1997

Registration/License:
Professional Engineer, Texas No. 89451

TXDOT PRECERTIFICATIONS

3.2.1 Route Studies & Schematic Design
4.2.1 Roadway Design
4.5.1 Constructability Review
5.2.1 Bridge Design
5.3.1 Multi-level Interchange Design
5.5.1 Bridge & Non-Bridge Class Culvert and Inlet Design
11.1.1 Roadway Construction Management And Inspection
11.2.1 Bridge Construction Management And Inspection
14.3.1 Transportation Foundation Studies
14.4.1 Building Foundation Studies
17.1.1 Structural Engineering

BIO

Ms. Rosentswieg has 23 years of practical experience and has managed the design of transportation projects as well as civic, educational, and institutional projects throughout Central Texas and across the state. The scope of her extensive expertise includes the design of new bridges and bridge replacements (water crossings and grade-separations), widenings, evaluation and repair, rail and safety improvements, bridge-class culverts, and retaining walls, often with accelerated design schedules. Ms. Rosentswieg's bridge design experience includes a variety of prestressed concrete and steel-framed superstructures. She has developed aesthetic details for bridge substructures, rails and retaining walls for many projects. Her retaining wall expertise includes mechanically stabilized earth (MSE), cast-in-place (CIP) spread footing, soil and rock nail, tie-back and drilled shaft walls. She has expert level knowledge of current AASHTO specifications and TxDOT design and detailing criteria and procedures.

RELEVANT PROJECT EXPERIENCE

Great Oaks at Brushy Creek Bridge, *Williamson County, TX*

Ms. Rosentswieg served as project manager and engineer-of-record for this project to address operational and capacity improvements at the intersection of Great Oaks Drive and Brushy Creek Road. The project included phased replacement of the existing bridge that carries Great Oaks Drive over Brushy Creek, raising both roadways above 100-year WSE and adding eight new retaining walls, a new parking lot, and improving the surrounding pedestrian trails. New construction was phased so the intersection remained operational at all times. She performed a structural evaluation of the existing bridge, two existing culverts, and developed an extensive bridge study to determine the most economical and practical alternatives. Ms. Rosentswieg was actively involved in the day-to-day project coordination and oversight, and was responsible for the layout

and design of the new bridge and retaining walls. A skewed 2-7x5 multi-box culvert discharged nearby pond overflow under the roadway and into the creek channel. TCP sequencing required the new culvert to be constructed in two phases; temporary sheet piling was implemented to facilitate the phased construction. In addition to the crossing roadway, the culvert is designed to support a new parking lot and pedestrian trail. Curbs and parallel/flared wingwalls support pedestrian and traffic rails. The flared wingwall at upstream end of the new culvert connected to the wing of an existing perpendicular RCP culvert. The existing RCP was evaluated for structural integrity and detailed to be partially replaced as well as extended to cross below the proposed parking lot.

FM 110 (FM 621 to Caldwell County) (San Marcos River Bridge), *Hays County, TX*

Ms. Rosentswieg managed the bridge design and plan production effort and is engineer-of-record for an 885' long bridge on a new curving horizontal alignment; bridge width flares from 49' to 85' to accommodate a ramp. Ms. Rosentswieg performed feasibility studies and value engineering to determine best superstructure type and depth and span layouts. She selected Tx54 prestressed girders for most spans; center span uses Tx70s to span 164' across the waters of the U.S. Change in girder depths required unique detailing for interior bents. Skewed multi-column concrete bents align with channel flow and are designed for significant scour; bent design utilized special 3D frame analyses so tall columns would not need larger bent members. Ms. Rosentswieg was responsible for all coordination with the design team. She performed interdisciplinary reviews at each project milestone and QC of final calculations, and directed complete bridge plan production.

Dallas North Tollway Modifications, *Plano, TX*

Ms. Rosentswieg served as project manager and engineer to develop layouts and alternative solutions for 30 retaining walls (MSE, CIP spread footing, tie-back, and drilled shaft walls). She oversaw design and final detailing of the most economical wall system chosen for each location. Ms. Rosentswieg designed and detailed existing retaining wall retrofits, temporary special shoring (soil nail wall) details, two bridge widenings (West Park Boulevard Overpass and Chapel Hill Boulevard Overpass), and prestressed I-beams on inverted-T bents with tight vertical clearance.

North Mays Street Bridge over Chandler Branch, *Williamson County, TX*

As project manager and engineer-of-record, Ms. Rosentswieg managed the development bridge layouts and conducted an in-depth structure alternatives study to identify the most suitable bridge system to cross Chandler Branch and meet the project's constraints. The alternatives study investigated six unique bridge configurations and included preliminary engineering for each bridge option to size bridge components. She developed estimated construction costs for each option and identified the most economical option. The final bridge configuration has 10 I-girder spans with an overall length of 1,224' and width of 76'. The bridge carries two lanes of traffic in each direction and includes a 10' raised SUP on one side, a 5' raised sidewalk on the other and a 5' raised center median. Bridge framing required a thin superstructure (Tx34s) to achieve adequate vertical clearance over an existing parking lot driveway adjacent to the south abutment; a deeper superstructure type (Tx54s) with longer span lengths was utilized for the remaining spans in order to minimize number of foundations required within the FEMA floodplain. A 126' span clears the waters of the U.S. without impact.

El Paso Inner Loop (Spur 601) Bridges, *El Paso, TX*

Ms. Rosentswieg managed bridge design services to design a drainage crossing and two mainlane bridges: 118'-wide single-span (TY C beams) bridge carrying mainlanes over a drainage channel, and the northbound and southbound Loop 375 underpass bridges (40'-wide, 3-span, TY IV beams, aesthetic, multi-column bents).

IH 35 and US 183 Interchange Direct Connector Bridge and Retaining Walls, *Travis County, TX*

This TxDOT-funded interchange project consists of three new direct connector bridge structures, reconstruction of one existing direct connector bridge entrance, reconstruction of an existing bridge at St. John's and two new adjacent turn-around bridges, construction of new MSE and soil nail retaining walls, improved lower roadways, and new shared use paths along the frontage roads. Under Ms. Rosentswieg's direction as project manager and engineer-of-record, PESC provided structural engineering design services for the US 183 northbound to IH 35 northbound direct connector (35 spans of concrete U-beams and steel tub girders with column heights up to 68'), six MSE retaining walls, and three cast-in-place footing walls. Ms. Rosentswieg continues to manage related construction phase services.

Slaughter Lane Bridges, *Travis County, TX*

Ms. Rosentswieg was project manager and senior engineer to provide structural engineering design services to update twin bridge structures on Slaughter Lane crossing over Marble Creek. A new concrete rail type was selected to replace the retired T101 and safely protect pedestrian walkways from adjacent traffic. The curved structures are each 40'-wide, 602'-long, six spans, and use TxDOT prestressed I-girders and multi-column bents. Because of close coordination with the contractor, the redesigned bridge was able to use foundations and substructures that had already been constructed with only minimal re-work required.

Littig Road Culvert Replacement, *Travis County, TX*

As project manager and engineer-of-record, Ms. Rosentswieg provided design services and led the design team to replace an existing functionally obsolete culvert for Travis County. She performed preliminary designs for three replacement options: a bridge-class culvert option, a two-span slab beam option, and a one-span decked slab beam option. She prepared for and presented all three options to the local community at an Open House. The team determined the best superstructure type was the single-span decked slab beams. She utilized TxDOT standard designs and plans.

Manda Carlson Road Culvert Replacement, *Travis County, TX*

Ms. Rosentswieg led her design team as project manager and engineer-of-record to replace an existing, functionally obsolete culvert. She performed preliminary designs for two replacement options: a bridge-class multi-box culvert and a single span slab beam bridge. She prepared and presented the TCP, construction timeline, and bridge options to the local community at an Open House. Her team utilized TxDOT standard designs and plans to design the selected slab beam superstructure option.

Bitting School Road Culvert Replacement, *Travis County, TX*

Ms. Rosentswieg led the design team as project manager and engineer-of-record to provide bridge design services to replace an existing, functionally obsolete multi-box culvert in east Travis County. She worked with the drainage and roadway engineers to prepare preliminary designs for five replacement options: two with Tx-girders, two using post stress slab beams, and a bridge-class multi-box culvert. She prepared exhibits and a report summarizing the options with pros, cons, and estimated construction costs. While the Tx-girder and slab beam options provided overall better hydraulic performance, the multi-box culvert option was selected due to its significantly lower construction cost. The new culvert is a five-box 12x12 bridge class structure with long parallel wingwalls. The design includes a 6' wide raised sidewalk with combination railing. Stone riprap apron on each side of culvert protects the channel from erosion and scour.

Creek Crossing at Sunridge Subdivision, *Austin, TX*

Ms. Rosentswieg managed structural design services for a single-span prestressed I-girder bridge to allow access into a new urban subdivision. She utilized TxDOT standard designs and plans to minimize bridge costs. Ms. Rosentswieg also designed and detailed cast-in-place spread footing retaining walls for a new water quality pond. She provided extensive construction phase services and bridge inspection on behalf of the owner to verify compliance with the contract documents.

America's Interchange (IH 10 at Loop 375), *El Paso, TX*

Ms. Rosentswieg was the deputy project manager and assisted in the designed the western and northern approaches to the IH 10 eastbound to Loop 375 northbound connector, including prestressed concrete superstructures, and aesthetically treated concrete hammerhead and straddle bents with column heights up to 75'. She was also responsible for production of bridge layouts, structural design, and coordination with client and contractor.

IH 35W Segment 3B, *Fort Worth, TX*

As senior engineer, Ms. Rosentswieg led the structural portion of the design team to develop PS&E for 16 major bridges, including direct connectors, braided ramps, overpasses, and creek crossings for the reconstruction of IH 35W from IH 820 to the US 81/287 interchange. She designed and detailed a three-span continuous curved steel plate girder unit for the northbound IH 35W to westbound US 287 direct connect. PS&E were completed within 1 year of NTP on an accelerated design schedule to meet TxDOT's contractual constraints.

US 290E Manor Expressway, *Travis County, TX*

Ms. Rosentswieg managed bridge design and plan production for two major mainlane bridges and three frontage road creek crossings. Bridges consist of prestressed concrete I-girder superstructures, and standard as well as aesthetic reinforced concrete bent caps and columns. Ms. Rosentswieg provided corridor-wide aesthetic design and detailing of multicolumn, hammerhead and straddle bents, retaining walls, and special railing details.

IH 37 Evacuation Route Bridge Widenings, *San Antonio, TX*

As project manager for this fast-paced project, Ms. Rosentswieg worked under an extremely tight schedule to meet funding constraints to widen four 1960s era highway bridges – two multiple-span creek crossings using prestressed concrete I beams, and two multiple span overpass structures using wide flange steel beams. Structures were widened in kind.

CR 295 at Blanco River Bridge Replacement, *Hays County, TX*

Ms. Rosentswieg led the design team as project manager and engineer-of-record. She prepared the bridge layout and designed an economical structure to replace an aging, structurally deficient, and functionally obsolete multiple span bridge carrying rural traffic over the Blanco River.



Blanton & Associates

DEAN TESMER
Roadway Support

Education:
B.S. in Resource and Environmental Studies, Southwest Texas State University, 1992

Registration/License:
N/A

TXDOT PRECERTIFICATIONS

1.8.1 Public Involvement
2.1.1 Traffic Noise Analysis
2.2.1 Air Quality Analysis
2.4.1 Nationwide Permit
2.6.4 Biological Evaluations/Assessments
2.7. 1 Sec. 4(F)/6(F) Evaluations
2.12.1 Socio-Economic And Environmental Justice Analyses
2.13.1 Hazardous Materials Initial Site Assessment
2.14.1 Environmental Document Preparation

BIO

Mr. Tesmer has 26 years of experience managing, directing, and preparing NEPA studies and environmental due-diligence reports for TxDOT and local entities. His experience includes the preparation and management of Environmental Impact Statements (EISs), Environmental Assessments (EAs), Categorical Exclusions (CEs), and all aspects of public involvement in multiple TxDOT districts. His understanding of current TxDOT and FHWA practices and procedures for NEPA compliance contributes to the timely resolution of potential project issues involving Section 4(f), Section 106, Section 404, Environmental Justice, the Endangered Species Act, and other regulatory matters, has added significant value to the projects which he has managed.

RELEVANT PROJECT EXPERIENCE

TxDOT – RM 2243 (183A to IH 35), *Williamson County, TX*

Mr. Tesmer served as environmental project manager on this feasibility study from the western portion of Georgetown to eastern portion of Leander. The purpose of the study was to determine future roadway improvements that would efficiently serve the community's transportation needs and recommend options to improve mobility and connectivity between 183A and IH 35. Mr. Tesmer was responsible for the feasibility study and public involvement.

City of Georgetown – Southwest Bypass and Wolf Ranch Parkway, *Williamson County, TX*

Mr. Tesmer worked with the City on a project to construct two new location roadways known as the Southwest Bypass and Wolf Ranch Parkway. The bypass extends from SH 29 to Leander Road (RR 2243) and Wolf Ranch Parkway extends from the bypass to D.B. Woods Road. Along the bypass, a new bridge approximately 1,550' in length, was constructed to span the South Fork of the San Gabriel River, and a new bridge approximately 840' in length was constructed over an unnamed tributary located on the south side of the river. Mr. Tesmer prepared environmental documentation including a Waters of the U.S. (WOUS) evaluation, a hazardous materials initial site assessment, and a threatened and endangered species report.

TxDOT – SH 29 (IH 35 to SH 95), *Williamson County, TX*

Mr. Tesmer served as the environmental lead on the TxDOT-initiated corridor feasibility study. The study area extended from Southwestern Boulevard in Georgetown to SH 95 near the community of Circleville. The purpose of the study was to evaluate the SH 29 corridor including deficiencies and identify recommended improvements and/or options that would be further evaluated for study and implementation, should funding become available. Three open house public meetings were held for the SH 29 corridor feasibility study.

TxDOT – RM 620 Corridor Improvement Study (US 183N to SH 71W), *Williamson County, TX*

Mr. Tesmer worked alongside with roadway engineers to develop a feasibility study for future mobility and safety improvements to RM 620. Part of the feasibility study included a public involvement plan, led by Mr. Tesmer, for the nearly 19-mile project corridor. The public involvement plan was created to engage stakeholders along the corridor and to solicit public input on proposed improvements. Outreach efforts included multiple workgroup meetings with stakeholders (including neighborhood association representatives, city representatives, elected officials, school districts, roadway users, and interested citizens), e-mail newsletter updates, project information flyers, and an online public survey that received over 3,000 responses. Mr. Tesmer, project engineers, and stakeholder groups then developed and refined proposed short-, mid-, and long-term improvements based on input received from the public and other interest groups. The detailed public involvement process, proposed improvements, and the project's next steps were then compiled into the final feasibility study report which was made available to the public on TxDOT's project website.

Williamson County – CR 258 (Sunset Ridge to Ronald Reagan Boulevard), *Williamson County, TX*

Mr. Tesmer was the environmental lead for this project for Williamson County. The environmental work included technical reports on archeological resources, WOUS, karst features, federally listed threatened and endangered species, and hazardous materials as well as an intensive archeological survey.

TxDOT – SH 45 (West of Rattan Creek to SH 45), *Williamson County, TX*

Mr. Tesmer prepared and managed the CE for the proposed improvements to SH 45 from West of Rattan Creek to McNeil Road. The proposed improvement included the construction of a new bridge at SH 45 and McNeil Road as well as ramp improvements.

TxDOT – IH 35 (Westinghouse Road to Chandler Road), *Williamson County, TX*

Mr. Tesmer prepared and managed the CE for the proposed improvements to IH 35 between Westinghouse and Chandler Roads (north of the advertised project). The proposed project included the widening of the northbound frontage road, the addition of a collector distributor road, providing turn-around bridges at the Chandler and Westinghouse Roads and reversing the positions of the northbound entrance and exit ramps to IH 35.

TxDOT – MBTA Nest Surveys, *Williamson, Bastrop, Burnet, Llano, Mason, and Travis, Counties, TX*

Mr. Tesmer led and conducted nest surveys for the Austin District of TxDOT on approximately 150 miles of state roadways. The surveys were conducted just ahead of brush and tree trimming activities to ensure compliance with the Migratory Bird Treaty Act in areas that could not be cleared outside the nesting season. Mr. Tesmer coordinated with numerous TxDOT staff and their contractors to determine when to survey roadway stretches

to stay ahead of crews but adequately address the activity level of each nest. He also developed a real-time data collection and dissemination program to immediately alert TxDOT and their contractors of active nest trees and shrubs for avoidance. In addition, Mr. Tesmer prepared weekly reports describing the areas surveyed, nests identified, and areas flagged for avoidance.

TxDOT – RM 2222 and RM 620 Biological Assessment, *Travis County, TX*

The proposed action included a new auxiliary lane between Steiner Ranch Boulevard and the new RM 2222 connector road, widening of RM 2222, and intersection improvements, as well as utility line relocations and drainage modifications as needed. Mr. Tesmer was responsible for managing the preparation of a Biological Assessment (BA) to address potential impacts to federally listed threatened or endangered species because of the proposed project. The project area was located within the range and contained potential habitat for six federally listed endangered karst invertebrates, one federally listed threatened salamander, and two federally listed endangered songbirds. Mr. Tesmer managed ecological surveys, agency coordination, protected species impact evaluations, biological technical reports, and the biological assessment. A biological opinion was issued by USFWS. Mitigation was planned through the Balcones Canyonlands Conservation Plan.

TxDOT – SH 71 at Ross and Kellam Roads, *Travis County, TX*

Mr. Tesmer served as environmental project manager on this project that would add grade separations at the two intersections and provide access to Ross Road and Kellam Road via ramps and access roads to the signalized intersections. Mr. Tesmer prepared documentation for a categorical exclusion including a historical studies survey, air quality technical report, water resources technical report, hazardous materials technical report, biological evaluation, and Tier 1 initial site assessment. Environmental clearance was received in August of 2017 for the two intersections.

TxDOT – SH 71 at FM 1209, *Bastrop County, TX*

Mr. Tesmer served as environmental project manager on the proposed improvements to include constructing new frontage roads, a grade-separation over FM 1209, and shared use paths. FM 1209 would be widened to include a second travel lane, a right turn lane, and a 14’ left turn lane in each direction. East/west turnarounds would also be added on either side of the SH 71 and FM 1209 intersection and on the west side of the SH 71 intersection with SH 21. The proposed project was approximately 2.5 miles in length and would require approximately 32.5 acres of additional ROW. In addition to an EA, Mr. Tesmer produced technical reports for air quality, indirect impacts, traffic noise, and water resources, an archeological survey report, biological evaluation, Tier 1 site assessment forms, a hazardous materials ISA, and a historic resources survey report. The project was environmentally cleared (FONSI).

TxDOT – Loop 340 (South of Brazos River to US 84), *Williamson and McLennan Counties, TX*

Mr. Tesmer served as project manager on the proposed project located on Loop 340 extending from south of the Brazos River in Waco north to US 84 in Bellmead. Proposed improvements would include adding a main lane in each direction and frontage roads. In addition, the proposed project would include constructing bridges at the Brazos River, the Union Pacific Railroad, and at three intersections (SH 6, FM 2491, and Orchard Lane); adding culverts, ramps, at-grade turnarounds, sidewalks, and intersection improvements. Mr. Tesmer planned, conducted, and documented one public meeting and one public hearing. His team prepared documentation including a hazardous materials initial site assessment, a water resources technical report, a Purpose and Need statement, biological evaluation, and Tier 1 site assessment forms.

TxDOT — SH 130 from SH 71 to SH 45, *Travis County, TX*

The project involved widening the existing SH 130 to add a third main lane in each direction, constructing auxiliary lanes where warranted, and widening bridges and culverts from SH 45 North to SH 71 in Travis County, Texas for 22 miles. Mr. Tesmer was the environmental lead and responsible for environmental documentation in support of a re-evaluation of the SH 130 FEIS completed in 2001. The environmental scope included numerous technical reports for biological resources, community impacts, hazardous materials, cultural resources, noise, and air. Mr. Tesmer was also responsible for public involvement including coordinating the public hearing, contacting over 170 adjacent property owners and elected officials, tracking comments and responses, and producing a public hearing summary.

TxDOT — FM 1516 from FM 78 to FM 1976, *Bexar County, TX*

Mr. Tesmer served as the environmental lead. He managed and prepared the EA and technical reports for FM 1516. Located in Converse, the project reconstructed FM 1516 to include four main lanes with bike lanes, a continuous center turn lane, sidewalks, storm sewer and extending FM 1516 to FM 1976 (a major east-west thoroughfare). The project relocated an at-grade railroad crossing and included the relocation or demolition of seven commercial properties. Tesmer worked with the District and Blanton historian to assess the presence, appearance, integrity, and historic significance of the properties. Tesmer coordinated with staff so that the NRHP-eligibility evaluations and boundaries for the properties were completed. Efforts resulted in a No Adverse Effect for the NRHP-eligible historic properties. The following technical reports were prepared Public Meeting Summary report, Archeological Survey, Haz Mat, and TPWD Tier 1 Site Assessment. He arranged, coordinated, and executed public involvement for the project which consisted of a public meeting. A notice affording and opportunity for a Public Hearing was offered, but none were received.

TxDOT — Environmental Constraints Report, Intersection Improvements, *Williamson, Caldwell, Hays, and Travis Counties, TX*

Mr. Tesmer Served as the environmental project manager. He was responsible for preparing Constraints Reports for intersection improvements at US 183 at IH 10, SH 80 at IH 35, SH 80 at Cheatham Street, SH 80 at Thorpe Lane, SL 82 at IH 35, FM 734 at McNeil Drive, FM 734 at Avery Ranch.

TxDOT –Intersection Improvements, RM 1431 Corridor (IH 35 to Oakmont Drive) and Kohlers Crossing (CR 171) at FM 1626, *Williamson and Hays Counties, TX*

Mr. Tesmer served as the environmental project manager. He prepared environmental documentation including an Environmental Constraints Report.

TxDOT — FM 2271 from FM 439 to US 190, *Bell County, TX*

Mr. Tesmer prepared environmental documentation including a feasibility study and an EA.

TxDOT — US 190 from Spur 172 to FM 2410, *Bell County, TX*

Mr. Tesmer prepared environmental documentation including an Environmental Assessment and a Wetland Delineation Report.



EDWARD GALICIA, P.E.

Drainage

Education:
B.S. in Civil Engineering, The University of Texas at San Antonio

Registration/License:
Professional Engineer, Texas No. 114275, 2013

TXDOT PRECERTIFICATIONS

3.2.1 Route Studies & Schematic Design
4.2.1 Roadway Design
4.4.1 Freeway Interchanges
4.6.1 3-D Design Visualization Services

BIO

Mr. Galicia has 10 years of civil engineering project experience involving federal and state regulations. He has provided lead design and project management on numerous projects. Mr. Galicia is highly skilled at using 3D visualization and modeling tools to convey design criteria, as well as provide his expertise teaching others in the software.

RELEVANT PROJECT EXPERIENCE

Bluebonnet Drive Reconstruction – Williamson County, *TX*

Mr. Galicia led all aspects of PS&E development for the full reconstruction and widening of Bluebonnet Drive (0.25 miles). All design was produced in accordance with TxDOT specifications and standards. He maintained the project delivery schedule (preliminary/final designs), communicated with county staff, and managed project billing and invoicing. Mr. Galicia created cross sections of roadway improvements in accordance with pavement design supplied by Williamson County, analyzed existing horizontal/vertical roadway geometry, and developed proposed geometry in accordance with design criteria, developed a 3D design model, performed H&H analysis and design, developed culvert extension and replacement details, designed detailed construction phase narrative and traffic control plans, and designed storm water pollution prevention plans.

Walburg Heights Reconstruction – Williamson County, *TX*

This reconstruction project consists of the development of PS&E for the full reconstruction and widening of Walburg Heights (0.25 miles). All design was produced in accordance with TxDOT specifications and standards. Mr. Galicia led and developed all aspects of these construction plans including performing H&H analysis and design for all existing and proposed drainage structures within the project limits. In addition, he created a 3D model that incorporated ditch design and parallel/driveway culverts and assured highest quality deliverables by incorporating our robust quality control/quality assurance procedures.

Alamo Regional Mobility Authority (ARMA) – Evans Road Design, *San Antonio, TX*

As roadway task lead and deputy, Mr. Galicia managed all aspects of the PS&E job. The roadway tasks consisted of working closely with staff and providing 3D design expertise instruction. Mr. Galicia communicated directly with subcontracting firms and the client to ensure all design aspects were performed and met ARMA standards. He reviewed drainage design plans provided by the subconsultant.

TxDOT – FM 1720, *Abilene, TX*

Mr. Galicia served as the drainage subconsultant project manager for an 18-mile stretch of FM 1720 widening and rehabilitation. The design included the upgrade culvert replacement of corrugated metal pipe to reinforced concrete pipe, and extension of multiple box culverts. All drainage basins were calculated using USGS maps and used HY8 analysis for culvert design. The design included SETs, flared and parallel wing headwalls, broken back culverts and channel regarding in drainage easements.

TxDOT – SH 158 Grade Separation, *San Angelo, TX*

Mr. Galicia led as the drainage sub consultant project manager for SH158 and SH137 intersection. The PS&E submittal was a grade separation intersection just 25-miles east of Midland, Texas. The project includes the design of two bridge class culverts, storm drainpipe network, and parallel roadway ditches. Software used included Geopak Drainage, HY8, and SUDA software for 3D network display.

TxDOT Austin District – Ranch Road 12, *San Marcos, TX*

Mr. Galicia steered the 3D design for a 2-mile widening stretch with turn lanes for Ranch Road 12 outside of San Marcos and provided the estimates for pavement and earthwork calculations. With Mr. Galicia's 3D design, information was obtained to determine that a gabion rock wall was needed for an expansion location near an intersection. Mr. Galicia also assisted in the cross-sectional design and pavement section for the entire project.

TxDOT Dallas District – Dallas Horseshoe Project, *Dallas, TX*

Mr. Galicia was part of a design team that extensively used inroads in the 30% reconstruction design of IH 35 and IH 30 main lanes, as well as, several other downtown corridors including frontage roads, ramps, connectors, and collector distributors. Mr. Galicia calculated all necessary super-elevation data for every corridor.

The first major challenge came when computing super-elevation of adjacent roads at gore locations. With the use of InRoads corridor modeler, Mr. Galicia designed a template that calculated precise profiles and helped create a proposed surface to check if roll-over restrictions met to AASHTO and TxDOT standards. The design team members used this template throughout the project to ensure accuracy of all gore ridge lines. Mr. Galicia also used InRoads in the design of all vertical and horizontal alignments and ensured that exact vertical tie-ins and take off grades were applied. Mr. Galicia also ensured that all design clearance envelopes standards were met.

City of San Marcos – Downtown Reconstruction, *San Marcos, TX*

Mr. Galicia was responsible for the design of drainage improvements, street reconstruction, sidewalk improvements, and streetscape installation in downtown San Marcos. HNTB took over the project at the 60% design phase for the drainage and was responsible for the completion of the design and development of the water quality facilities. The design also included horizontal and vertical water main alignment for 8" and

12 waterlines, horizontal and vertical wastewater line alignments for 8" lines, streetscape layout, and ADA accessible sidewalk design. Mr. Galicia implemented InRoads software to design all horizontal and vertical alignments and completed the design using InRoads 3D modeling software. Mr. Galicia was also responsible for cross sections and ensuring the design met all criteria for the purpose for earthwork calculations

TxDOT – FM 172, *Abilene, TX*

Mr. Galicia served as the drainage subconsultant project manager for an 18-Mile stretch of FM 1720 widening and rehabilitation. The design included the upgrade culvert replacement of corrugated metal pipe to reinforced concrete pipe, and extension of multiple box culverts. The calculations of all drainage basins used USGS maps and HY8 analysis for culvert design. The design included SETs, flared and parallel wing headwalls, broken back culverts and channel regarding in drainage easements.

TxDOT San Angelo District – SH 158 Grade Separation, *Midland, TX*

Mr. Galicia led as the drainage sub consultant project manager for SH158 and SH137 intersection. The PS&E submittal was a grade separation intersection just 25-miles east of Midland, Texas. The project includes the design of two bridge class culverts, storm drainpipe network and parallel roadway ditches. Software used included Geopak Drainage, HY8, and SUDA software for 3D network display.

City of San Antonio – Jones Maltsberger, *San Antonio, TX*

Mr. Galicia served as support engineer on this $17M project comprised of reconstructing and widening Jones Maltsberger to five lanes with curbs, sidewalks, driveway approaches, and necessary drainage. The project also included construction of a bridge to eliminate a low water crossing. Mr. Galicia was responsible for designing the storm drainage system, and delineated drainage areas along with calculating time of concentration, coefficient values, and flows by using Geopak Drainage tools. He assisted greatly in the design of sidewalks and oversaw determining tree preservation in accordance with city standards. In addition, Mr. Galicia assisted in the development of retaining walls, headwall design, and culvert crossings. He also designed grading for culvert inlet and outlets, as well as driveway entryways.

TxDOT Houston – FM 1093, *Fulshear, TX*

Mr. Galicia served as support engineer responsible for executing THYSIS software for hydraulic calculation of Tailwater and Headwater analysis. He used information to determine slope, length, and size of culverts.

TxDOT – Cattlebaron Drive, *Fort Worth, TX*

Mr. Galicia served as support engineer responsible for implementing a hydraulic impact analysis for a bridge replacement on the western outskirts of Fort Worth. He also devised a temporary traffic control plan, with both design coordination and ensuring the notification of all proper governmental entities by mail of future construction. Mr. Galicia executed the contact and coordination of utility companies for notification and transferring of service lines and was heavily involved in the hydrologic study by using HEC-RAS and WinStorm software. The information gathered determined flows, water elevation, energy grades, and time of concentration for FEMA flood control study. USGS maps, design drawings, aerial photos, and other topographical and geologic data were implemented to aid in analysis.



DAVID RAMIREZ, P.E.

Quality Constructability Review

Education:
B.S. in Civil Engineering, University of Texas, Austin, Texas, 2010
B.A. in Economics, University of Texas, Austin, Texas, 2006

Registration/License:
Professional Engineer, Texas No. 135484, 2019

BIO

Mr. David Ramirez, P.E., has 6 years of experience in transportation engineering working in both the private and public sector. His project experience includes ROW and utility coordination, drainage analysis/design, PS&E review/design, and project management.

As a former Texas Department of Transportation (TxDOT) employee working in the Traffic Safety Division, Mr. Ramirez has worked with various local agencies, Counties, and TxDOT offices throughout the entire state. During his tenure at TxDOT Mr. Ramirez was the subject matter expert responsible for the review and implementation of all truck routes and restricted truck lanes in the state of Texas. Other in-depth knowledge gained while at TxDOT includes establishing speed zones, freeway signing for schematic design, proper implementation for traffic control devices, use of TxDOT Standards and Manuals, and performing traffic simulations utilizing Synchro and CORSIM.

Since leaving TxDOT, Mr. Ramirez has worked in the private sector at ATG as a project manager in roadway design practice. He was been a deputy project manager and/or project professional on projects ranging from drainage analysis and design to roadway and mobility improvements.

RELEVANT PROJECT EXPERIENCE

TxDOT – FM 734 Drainage Design, *Cedar Park, TX*

As a subconsultant, Mr. Ramirez oversaw the production of 30% and 60% PS&E plans for storm sewer improvements, ditch capacity analysis, and culvert layout sheets. All design was produced in accordance with TxDOT specifications and standards. For PS&E development, Mr. Ramirez made field visits to locate existing infrastructure to identify any potential conflicts. He and his team have performed H&H analysis and design, developed culvert extension and replacement details, and has maintained the project delivery schedule, communicated with LAN staff, and managed the project billing and invoicing. The project is currently on hold through TxDOT.

TxDOT – East Martin Luther King, Jr. Boulevard Corridor Mobility PS&E, *Austin, TX*

As the prime consultant for the East Martin Luther King, Jr. Boulevard/FM 969 project, Mr. Ramirez has served as the project professional overseeing the project from US 183 to Decker Lane to incorporate safety, mobility, and connectivity improvements in order to accommodate multiple modes of transportation, including driving,

walking, biking and transit. His team is leading the development of the final design of the corridor utilizing the schematic developed in the Preliminary Engineering Phase. Mr. Ramirez is working closely with the roadway design team, ensuring the development of the final design phase of the project that includes a shared-use path and roadway design, signal design, drainage, TCP, SWPPP, retaining wall design, bridge retrofitting, railroad coordination, and environmental documentation. Mr. Ramirez is also coordinating the ROW mapping, SUE collection, and surveying conducted during this phase to aid in design.

TxDOT Odessa District – SH 176W Feasibility S&E, *Andrews County, TX*

As the prime consultant for the SH 176W Schematic and Environmental project, Mr. Ramirez is serving as the internal project manager. This existing 40-mile long rural segment on SH 176 in Andrews County is a combination of a super 2 highway from the New Mexico/Texas state line to the western city limits of Andrews, a four-lane undivided highway with a two-way left turn lane through Andrews, and a two-lane undivided highway from the eastern city limits of Andrews to FM 1788. The proposed improvements include widening the existing roadway to a four-lane divided facility to include several highway safety improvements in the rural portions of the project, while through the city of Andrews, pedestrian and intersection safety improvements will be analyzed for implementation. Mr. Ramirez has led the development of the scope, fee estimate, and schedule, coordinating with internal staff and the each of the subconsultants assigned to the project. Throughout, Mr. Ramirez assures the highest quality deliverables by incorporating ATG's detailed QA/QC procedures.

TxDOT – Speed Studies, *Austin District, TX*

Mr. Ramirez conducted speed studies to determine the 85th percentile speeds on highways in the Austin District throughout his career at TxDOT. The speed studies involved using radar boxes mounted to existing sign poles that automatically recorded speeds. As defined by The Texas Manual on Uniform Traffic Control Devices (TMUTCD), the 85th percentile speed is the speed at which 85 percent of motor vehicles are traveling. Once all data was collected, Mr. Ramirez analyzed the studies using the TMUTCD and TxDOT's Procedures for establishing speed zones as guidance to propose speed changes.

TxDOT – Statewide Speed Zoning, *Statewide, TX*

Mr. Ramirez reviewed and analyzed speed zones from the Abilene, Atlanta, Brownwood, Bryan, Houston, Pharr, and Waco Districts. Speed zone review and approval is based off strip maps submitted by the districts. These strip maps contain speed studies on segments of roadway considered for a speed change based on the 85th percentile speeds calculated. The suggested posted speed requested should be within 5 mph of the 85th percentile speed. Factors considered to determine the total speed reduction up to 12 mph are narrow roadway pavement, horizontal and vertical curves, high driveway density, lack of striped or improved shoulders and crash history. These reviews are in accordance with the TMUTCD, the Texas Criminal and Traffic Law Manual, and TxDOT's Procedures for Establishing Speed Zones and consist of regulatory speed zones, school speed zones, and construction speed zones. Upon completion of his analysis, approval information was submitted to the Texas Transportation Commission for final approval.

TxDOT – Freeway Signing Schematics, *Statewide, TX*

Mr. Ramirez analyzed and approved freeway sign schematics from a traffic operations perspective in compliance with the TMUTCD, TxDOT's Freeway Signing Handbook (FSH) and the Standard Highway Sign Designs (SHSD) of Texas. Schematics are layouts of a project that detail the basic geometry of the roadway along with large guide signs typically placed on overhead sign bridge structures or are ground mounted. He reviewed the design, location, spacing and messages of the signs to ensure they were appropriate for the given project. This information should be clear and concise for a driver to easily comprehend the message provided.

TxDOT – PS&E, *Statewide, TX*

Mr. Ramirez analyzed and reviewed 30%, 60%, 90%, and 95% PS&E for proper design and implementation of traffic control devices, traffic control plans for work zones, traffic signals, signing layout and pavement markings and delineation in accordance with TxDOT specifications and design standards, the TMUTCD, the Sign Crew Field Book and the SHSD. After a thorough review of the project was complete, he made recommendations via memorandum to the TxDOT district that requested the review.

TxDOT – Truck Routes, *Statewide, TX*

Mr. Ramirez was the subject matter expert for the Traffic Safety Division regarding Truck Routes in the state of Texas. Local authorities may adopt traffic regulations controlling the movement of trucks on public roads within their jurisdiction consistent with state law. By passage and enforcement of a city ordinance/resolution, a city may reroute trucks from a certain highway route within their corporate limits to an alternate highway route within their city limits. Weight and size carrying capability of the alternate route should be reasonably comparable. Also, the route should not be unreasonably longer than the original route. It should not be confusing to follow and be selected so as not to jeopardize public safety. All truck routes should be on the State highway system. Any route involving the Interstate System should be approved by the Federal Highway Administration (FHWA). Proposed truck route signing should be adequate and in compliance with current signing practice. All signs required must conform to current standards as set out in the TMUTCD regarding shape, size, color, letter size and style, mounting, and location.

TxDOT – Restricted Truck Lanes, *Statewide, TX*

Mr. Ramirez was the subject matter expert for the Traffic Safety Division regarding Restricted Truck Lanes in the state of Texas. TxDOT, cities, and counties can enact lane restrictions under certain circumstances. These restrictions typically prohibit trucks with three or more axles from using a traffic lane of a freeway with three or more lanes. Rules for restricted truck lanes are contained in Texas Transportation Code, Sections 545.0651-545.0653, and Texas Administrative Code (T.A.C.), Sections 25.601-25.604. These rules authorize a city, county, or TxDOT to restrict through traffic, by class of vehicle, to two or more designated lanes of traffic on certain portions of the designated state highway system. As the state routing agency, TxDOT is required to approve all new lane restrictions or revisions to existing lane restrictions. A city or county cannot simply pass an ordinance or resolution to establish a lane restriction. The procedures to enact a restricted truck lane are more involved than truck routes, as a traffic study is required, strict timelines need to be meet in regards to the General Council Division (GCD), the Texas Registrar, a public hearing with a 30-day public comment period, and the final review of the truck lane proposal before going to the Transportation Commission for final approval.



MICHAEL CHANEY, AICP
Planning and Traffic Analysis

Education:
B.S. in Geography, Southwest Texas State University, 1994

Registration/License:
American Institute of Certified Planners, No. 024068, 2010

TXDOT PRECERTIFICATIONS

1.1.1 Policy Planning
1.2.1 Systems Planning
1.3.1 Subarea/Corridor Planning
1.4.1 Land Planning/Engineering
1.6.1 Major Investment Studies
1.7.1 Traffic Demand Modeling

BIO

Mr. Chaney is ATG's national practice lead for traffic forecasting and has 26 years of experience in transportation planning, travel demand modeling, and quantitative analysis. He is currently one of a handful of traffic forecasters trusted by TxDOT's Transportation Planning and Programming Division (TxDOT-TPP) to execute their custom forecasting process in support of complex projects around the state. Mr. Chaney, a Williamson County resident, has led traffic forecasting efforts for the MoKan (Missouri/Kansas) corridor, Williamson County Corridors A1, D, and E1, and the Williamson County Long Range Transportation Plan (LRTP). He has extensive experience forecasting traffic in the Austin area for both corridor studies and regional planning efforts. As such, he has professional working relationships with staff at CAMPO and a deep understanding of their travel demand model and the process by which the MPO provides information to planning partners and consultants for project specific use.

Mr. Chaney has been forecasting traffic for high occupancy vehicle (HOV) and managed lanes for decades and has done so in Dallas, Houston, and most recently, Little Rock, AR. He was also involved in forecasting traffic for the IH 35 Planning and Environmental Linkages Study and subsequent IH 35 Origin-Destination Study that evaluated a range of capacity expansion alternatives, including HOV, managed lanes, and general-purpose expansion.

RELEVANT PROJECT EXPERIENCE

Williamson County – Planning Support, *Williamson County, TX*

Mr. Chaney served as project manager and oversaw the production of each product needed to support Williamson County in their planning efforts. For the FM 2243 task, Mr. Chaney attended meetings with the county and stakeholders, gathered information on planned developments in the area, and guided the production of a traffic forecast for FM 2243 based on the Williamson County Long Range Transportation Plan (LRTP) ultimate build out scenario (2090). Mr. Chaney also led the devolvement of 2045 socioeconomic data used to support regional planning efforts. He researched, created, and defended revised county control totals for Williamson County population and employment used to negotiate county control totals with CAMPO.

Mr. Chaney led the effort to design the process and allocated the County control totals to the TAZ level with the guidance of major development information, feedback from Williamson County cities, and accessibility improvements. This effort was on an aggressive schedule.

Williamson County – Southeast Loop Retail Study, *Williamson County, TX*

Mr. Chaney designed the analysis framework to support the County's questions on the effects of a proposed loop on Hutto's central business area. As project director, he also oversaw the completion of the analysis and provided guidance on the best tools to support the analysis. The effort produced forecasts of traffic for a bypass of the City of Hutto in Williamson County and analyzed the effects on development patterns stemming from construction of the bypass. His team also explored the purchase of OD data (streetlight) to confirm the home location of downtown retail customers. Mr. Chaney also guided modification to the CAMPO travel demand model to ensure an accurate forecast of traffic diversion to the facility.

Williamson County – Corridor Traffic Forecasting, *Williamson County, TX*

As project manager, Mr. Chaney led the effort to ensure quality on this series of traffic forecasts for complex greenfield projects. He used team members previously trained on TxDOT-TPP standard operating procedures for traffic forecasting as the County desired to discuss and defend the forecast with planning partners in the region.

The team utilized traffic count data to prepare volume diagrams depicting existing 24-hour link and intersection traffic volumes for the study corridor for use in conveying conditions in the corridor to stakeholders and to serve as the base for development of traffic forecast. They concurrently developed AM and PM peak hour traffic volumes suitable for use in an operational analysis. Then developed traffic projections for the significant roadway segments and cross streets within each study corridor. To meet project objectives, they developed a traffic summary in State (TxDOT-TPP) format and volume diagrams depicting base and forecast year volumes.

He also assisted the County's GEC in forecasting traffic for five proposed corridors in Williamson County (A1, C, E1, F, and H) to support the independent corridor teams tasked with design of the facilities. The corridor forecast, based on the traffic forecast produced with the 2040 CAMPO model, reflected the roadway and transit projects included in the 2040 CAMPO MTP.

Williamson County – Corridor D (Ronald Reagan Boulevard), *Williamson County, TX*

As project manager, Mr. Chaney led the effort to produce forecasts of traffic for the Reagan Extension Study (Corridor D) in Williamson County. The traffic forecast is based on traffic forecast produced with the 2040 CAMPO model that reflects the roadway and transit projects included in the 2040 CAMPO MTP. Mr. Chaney provided guidance and ensured the effort was consistent with the County' planning tools and related efforts. He has also provided guidance on the selection of alternative scenarios that will efficiently provide the information needed to design the facility.

Williamson County – Long Range Transportation Plan Update, *Williamson County, TX*

The LRTP update will provide a vision for a transportation system that can safely and efficiently move people and goods while supporting the County's economic growth and quality of life. The project goal is to define the effectiveness of an arterial and freeway system to serve the County as part of an overall transportation system that operates within a community vision for mobility, economic vitality, and quality of life. As project

manager, Mr. Chaney is leading the study to identify system deficiencies and evaluate proposed transportation investments and outcomes under alternative land use and economic growth scenarios. Mr. Chaney's team is using the CAMPO travel demand model and other analytical resources to successfully deliver project results.

Arizona Department of Transportation and Metroplan – Managed Lane Study, *Little Rock, AR*

Mr. Chaney was responsible for performing QA/QC on all forecasting tasks. His knowledge of the CARTS travel demand model and its capabilities was key in defining the project approach. His team assisted in the analysis of managed lanes implementation in the Little Rock region to determine if they provided relief from congestion and reliable predictable travel times for the traveling public.

The team provided real world examples with lessons learned and detailed evaluations that assisted Arizona DOT and Metroplan in determining the applicability of the managed lanes concept. They used the regional travel demand model to help quantify the effect of managed lanes alternatives on trip-making including trip suppression, trip distribution shifts, mode shifts, ride-sharing propensity, peak spreading, time-of-day choice, and route choice. He developed travel demand forecasts that provided the necessary inputs to subsequent models that generated optimized HOV, toll, and revenue estimates for candidate facilities.

North Texas Tollway Authority – Sam Rayburn Tollway 4th Lane Widening, *Collin County, TX*

Mr. Chaney served as the project manager on an analysis of the benefits of widening the Sam Rayburn Tollway (SH 121) for the North Texas Tollway Authority (NTTA). To ensure an accurate forecast, Mr. Chaney produced and validated the assignment component of the NCTCOG travel demand model, and reviewed NTTA count data, roadway networks, and the demographic and employment estimates. Mr. Chaney also led the forecasting of the impact of a fourth lane and conducted a detailed analysis of the volumes forecasted for the multilevel interchanges.

TxDOT – Planning WA#1 TPP Forecasts, *Statewide, TX*

Mr. Chaney supported TxDOT-TPP and extended their ability to provided corridor forecasts to TxDOT's districts. This effort included corridor forecasting and the travel demand modeling required to support the forecasts. He completed forecasts for eight corridors under this work authorization.

For this effort Mr. Chaney trained a team of eight engineers in training and planners in the standard operating procedures used by TxDOT-TPP, and on more advanced components not typically undertaken by TxDOT-TPP, including forecasting for toll facilities and complex greenfield projects. Mr. Chaney's team developed traffic projections for significant roadway segments and cross streets within each study corridor, based on TPP's corridor analysis standard operating procedures or the approved methodology. The projected traffic data developed for each corridor included annualized average daily traffic (AADT) and design hourly volumes (DHV) for all proposed facilities in the corridor, including main lanes, ramps, direct connectors, intersections, and frontage roads; percent of trucks for both the AADT and DHV; directional distribution; K factor (DHV/AADT); and vehicle classification (light duty, medium-duty, heavy-duty).

TxDOT – SH 151 Schematic and Environmental, *San Antonio, TX*

The purpose of this project was to expand and reconfigure the current facility to a six-lane expressway with continuous frontage roads from Loop 1604 to IH 10. Mr. Chaney led the simultaneous development of 24-hour traffic projections for use in pavement design, as well as peak period traffic projections needed to support

operational analysis. The 24-hour traffic forecasts involved developing 2025 and 2045 traffic projections for four scenarios. Mr. Chaney and his team obtained, reviewed, and refined the AAMPO travel demand model (TDM) to support the effort. The TDM informed the analysis that followed TxDOT-TPP's standard forecasting procedures. The project area was complex in that several regional toll facilities were included in initial scenarios. He also performed crash and traffic analyses, and a traffic data and projection methodology for TPP approval.

TxDOT – IH 45 North Houston Highway Improvement Program, *Houston, TX*

The IH 45 corridor project was part of the North Houston Highway Improvement Project. Improvements included the addition of four managed express lanes to IH 45, the realignment of portions of IH 10 and US 59/IH 69, and the transition of the proposed roadway improvements to the US 59/IH 69 and Spur 527. The divided project has three segments. Mr. Chaney carried out traffic analysis on Segments 2 and 3, which included Houston's Downtown Loop System. He utilized forecasts from the Houston-Galveston Area Council (HGAC)'s regional travel demand model to guide the development of the traffic forecasts required to support microsimulation of the corridor using Vissim. An understanding of the peak period was necessary to capture three-hour periods of typical downtown Houston traffic.

Mr. Chaney, in his role as lead forecaster, designed the traffic forecast methodology and oversaw the use of HGAC's model forecasts. He reviewed the model validation in the project area; suggested adjustment for HGAC to make to the model, guided the use of the HGAC model, and provided previous 24-hour forecasts of traffic in the corridor to meet the considerable expectations of quality on this large project. In addition, Mr. Chaney created a 3D rendering of spot locations along the corridor.

SH 130 Level 2 Toll Road Feasibility, Traffic, and Revenue Study, *Travis and Williamson Counties, TX*

Mr. Chaney was responsible for the use of revealed and stated preference survey methodologies to collect data for analysis for the proposed SH 130 in the Austin region as a toll facility. The survey expanded to include overlapping toll feasibility studies of US 183A, SH 45, and Loop 1. There was a distribution of over 150,000 surveys at major intersections throughout the Austin area.

Mr. Chaney provided expertise in survey design, database design, supervision, processing, and geo-coding using advanced GIS techniques. In addition to the revealed preference survey, Mr. Chaney conducted a stated preference survey using both person-intercept techniques and a laptop computer-based survey, as well as travel time studies using floating car techniques. He executed the travel demand models used in completing this project to develop traffic forecasts used to generate toll projections for the facility.



Stantec

SEAN TIHAL, P.E.

Toll Integration/Viability

Education:
M.S. in Civil Engineering (Transportation), University of California at Berkeley, 1999
B.S. in Civil Engineering, Illinois Institute of Technology, 1998

Registration/License:
Professional Engineer, New York No. 084025, 2006

BIO

Mr. Tihal has a passion for helping transportation agencies to plan, develop, implement, and operate all forms of electronic tolling programs including Open Road Tolling (ORT), All-Electronic Tolling (AET), and Managed Lanes. With over 20 years of transportation consulting experience, he is well versed in roadside and back office toll systems and operations, toll strategic planning, toll feasibility studies, toll operations analyses and T&R forecasting. He has conducted numerous studies related to capital and operating costs, electronic tolling market share analyses, toll policy, toll pricing, and toll payment alternatives for over 28 transportation agencies across the United States and Canada. Mr. Tihal is currently supporting the Ohio Turnpike and Infrastructure Commission to modernize their tolling systems by implementing a new Customer Service Center and procuring a new Toll Collection System. He is also assisting the Kane County DOT (IL) to implement all-electronic tolling on a new Toll Bridge. Mr. Tihal previously provided program management services to the Illinois Tollway for various electronic tolling initiatives including the implementation and operation of a new SAP-based toll back office system, a first in the USA. Mr. Tihal has actively served on the E-ZPass Group Reciprocity Committee since 2004.

RELEVANT PROJECT EXPERIENCE

Kane County Department of Transportation – Longmeadow Parkway Toll Bridge, AET Implementation*, Kane County, IL*

Mr. Tihal is currently leading the procurement of a new All-Electronic Tolling (AET) Toll Collection System (TCS) and Back Office System (BOS) for Kane County DOT. The efforts performed thus far include the development of goals, policies, business rules, a vehicle classification structure, a toll rate structure, a County toll ordinance, and the preparation of separate Request for Proposals (RFPs) for the TCS and BOS.

Ohio Turnpike – New Toll Collection System and E-ZPass Customer Service Center,
Statewide, OH

Mr. Tihal led the development RFPs to procure a new electronic Toll Collection System (TCS) and Customer Service Center (CSC) for the Ohio Turnpike. The efforts performed included the development of TCs and CSC business rules and the preparation of CSC and CSC functional and technical requirements. These efforts culminated in a final CSC RFP issued in July 2018, and a final TCS RFP issued in October 2019. Currently, Mr. Tihal is leading the implementation of the new modernized CSC with Phase 1 slated to go live in November 2020. He is also leading the procurement and implementation new the TCS Integrator to implement a modernized TCS that is anticipated to go live in March 2023.

North Carolina Turnpike Authority – IH 77 Express Lanes Toll Consulting Services, *Raleigh, NC*

Mr. Tihal provided professional toll consulting services to the North Carolina Turnpike Authority for the implementation of the IH 77 express lanes. As senior tolling specialist, Mr. Tihal provided input on Express Lanes commercial vehicle signage, dynamic pricing, and vehicle classification.

Qatar Electronic Tolling Collection System Project, *Doha, Qatar*

Mr. Tihal provided professional toll consulting services for the development of tender documents for the procurement of a cashless electronic toll collection system in Doha, Qatar. As senior tolling specialist, Mr. Tihal diligence reviews of draft tender documents that will be issued to design, build, operate, and maintain a new video based free-flow state of the art electronic tolling system, that utilizes license plate recognition cameras, barrier-less technologies, a single gantry infrastructure per tolling site, and laser detectors to correctly identify the classification of the vehicle.

West Virginia Turnpike – Electronic Toll System Upgrade, *Statewide, WV*

Mr. Tihal provided technical assistance to upgrade their E-ZPass Toll Collection System provided by TransCore. He performed as project manager on an initial needs analysis for the new toll collection system. He also tracked and reported the Turnpike's monthly usage and statistics and represented the Turnpike on the E-ZPass Interagency Group (IAG) Reciprocity Task Force and Violations Subcommittee.

Colorado Department of Transportation – White Paper on Implementing Interoperable Tolling Back Offices, *Statewide, CO*

As senior toll consultant, Mr. Tihal prepared a white paper to identify the potential elements that the Colorado Department of Transportation (CDOT) should consider when undertaking the interoperability of tolling back offices in the State of Colorado. These elements include establishing regional toll interoperability, business rules and policy, organization structure, financial settlement, and branding. He also prepared a comprehensive summary of the E-ZPass interoperability group as well as examples of how various back offices operate.

Washington State Department of Transportation – SR 520 All-Electronic Tolling Implementation, *Seattle, WA*

As tolling system specialist, Mr. Tihal provided technical assistance in developing RFPs to procure System Integrators for the toll collection system (TCS) and the customer service center (CSC). Mr. Tihal further served as the Team Lead for the SR 520 tolling system design and provided technical services during the testing and commissioning of the new Telvent TCS. He also provided technical support during the swap out of TransCore electronic tolling readers to Sirit for WSDOT's SR 167 High Occupancy Toll lanes.

Illinois Tollway – Toll Collection System Maintenance Services Procurement, *Northeastern Illinois, IL*

As project manager, Mr. Tihal led the preparation of an RFP for a new toll collection system maintenance contract for the Illinois Tollway. Work efforts performed included conducting a needs assessment, identifying project goals, preparing functional and technical requirements, developing pricing forms, and preparing the formal RFP document for advertisement.

Massachusetts Department of Transportation – Tobin Bridge All-Electronic Tolling Pilot, *Boston, MA*

Mr. Tihal, as senior tolling specialist, provided technical support services to the MassDOT for the design and implementation of all-electronic tolling (AET) on the Tobin Bridge. Specifically, Mr. Tihal assisted in determining the site location of the AET gantries, developed all signage for the proposed new AET implementation, reviewing preliminary and final design drawings, and coordinated between MassDOT and TransCore on system design issues.

Washington State Department of Transportation – Roadside Tolling Systems All-Electronic Tolling Implementation, *Seattle, WA*

As tolling system specialist, Mr. Tihal served as a key technical reviewer of design and testing documents prepared by WSDOT's System Integrator Telvent (now Kapsch) for the new All-Electronic Roadway Toll Systems on IH 405, SR 99 and the new SR 520 floating bridge. He also supported WSDOT in planning for the re-procurement of the statewide "Good to Go!" back office system and operations contract.

New Hampshire Department of Transportation Toll Collection System and Back Office System Replacement, *Statewide, NH*

As senior toll consultant, Mr. Tihal provided technical support services to the New Hampshire DOT during the design and implementation of a new conventional tolling system on the New Hampshire Turnpike system provided by Xerox (now Conduent). In addition, Mr. Tihal supported the NHDOT during the procurement of a new back office system by preparing functional and technical requirements for a solicitation that led to the selection of a new back office system integrator (Cubic) and a new NH E-ZPass operations vendor (AECOM).

Bay Area Toll Authority – Regional Customer Service Center Upgrade, *Oakland, CA*

As senior tolling specialist, Mr. Tihal provided technical support services to the Bay Area Toll Authority (BATA) to upgrade their Regional Customer Service Center (RCSC). Mr. Tihal developed functional requirements and technical specifications to support FasTrak electronic tolling and photo-based tolling for Bay Area toll facilities operated by multiple toll agencies, San Francisco Airport Parking using FasTrak, violations processing, a cash payment network, vehicle registration holds, and interoperability with other California tolling agencies. He also supported BATA during the implementation of the new RCSC during the testing phases of the project.

Metropolitan Washington Airports Authority – Dulles Toll Road Toll Collection System Procurement, *Northern Virginia, VA*

As senior toll consultant, Mr. Tihal assisted the Metropolitan Washington Airports Authority to prepare functional requirements for a new toll collection system for the Dulles Toll Road, including new technologies such as automated toll payment machines and a future migration to all electronic tolling (AET). Work efforts performed included conducting a needs assessment, identifying project goals, preparing functional and technical requirements, and developing pricing forms. Mr. Tihal continued to support the Airports Authority during the procurement process by preparing the full solicitation package, evaluation criteria and submittal requirements, supporting the pre-proposal meeting and site visit, preparing responses to RFP inquiries, and issuing addenda.

Washington State Department of Transportation – General Tolling Consultant, *Seattle, WA*

As tolling system specialist, Mr. Tihal was designated as a key manager responsible for toll technology and facilities design under the WSDOT GTC contract. He prepared detailed engineering cost estimates for the design and implementation of a proposed variable-priced tolling system on the high occupancy toll lanes on IH 405 and IH 90 in Seattle. He was also instrumental in preparing a feasibility study for implementing a combined back office system to support customers using both the "Good to Go!" electronic tolling program and electronic payments on the Washington State Ferry system.

Chicago O'Hare International Airport Parking and Revenue Control System Upgrade, *Chicago, IL*

Mr. Tihal was project engineer and assisted the Chicago O'Hare Airport in replacing their Parking and Revenue Control System (PARCS) with a new state-of-the-art PARCS. Mr. Tihal's responsibilities include reviewing functional requirements and developing technical specifications to prepare an RFP document to procure a new PARCS.

Cobequid Pass – Highway 104 Toll System Replacement Project, *Great Village, Nova Scotia, CAN*

Mr. Tihal was the project manager and provided integrated value management and compliance services as a sub-consultant to Delphi-MRC for the new toll collection system that was procured by the Highway 104 Western Alignment Corporation from IBI Group for the Cobequid Pass. His responsibilities involved conducting due diligence reviews of all project plans including testing plans, system requirements and system design documents, as well as witnessing all forms of testing that ranged from factory tests to on-site system acceptance testing and performance validation tests after the go live of the new toll system.

Metropolitan Transportation Authority Bridges and Tunnels All-Electronic Tolling Pilot, *New York City, NY*

As assistant project manager, Mr. Tihal provided technical services to the MTA Bridges and Tunnels to implement Phase 1 (Gateless Tolling) of an All-Electronic Tolling (AET) pilot program at the Henry Hudson Bridge. The project involved removing the existing toll lane gates, installing new cameras to capture vehicle license plates, installing a new plaza server, and modifying the legacy software to integrate the new image capture equipment with the existing toll collection equipment. Mr. Tihal developed detailed test procedures to test the functionality of the new Telvent gateless tolling software and oversaw the initial system testing, the detailed field testing and lane commissioning testing. He further performed data analyses and prepared a test report to summarize findings.

Illinois Tollway Back Office Implementation Program Management, *Northeastern Illinois, IL*

As project manager, Mr. Tihal managed a team that provided program management, coordination, and implementation support services to the Illinois Tollway during the upgrade of their back office electronic tolling system. This involved coordinating all activities between the tollway and their vendor Accenture, review and development support of project deliverables, validation and verification of the delivered solution, oversight of formal testing activities including managing the E-ZPass reciprocity testing efforts for the new back office and post go-live system monitoring. Mr. Tihal also supported the tollway for various other electronic tolling technology upgrades including the deployment of new violation enforcement cameras, new automated toll payment machines and the commissioning of new toll plazas.



Stantec

BILL IHLO, P.E.
TNR Support

Education:
M.S. in Transportation Planning and Engineering, Polytechnic Institute of New York, 1979
B.S. in Management, Rensselaer Polytechnic Institute, 1971

Registration/License:
Professional Engineer, New York No. 072882

BIO

As a traffic engineer for nearly 40 years, Mr. Ihlo's duties have encompassed all phases of transportation studies, including a particular focus on traffic and revenue feasibility studies. These studies range from preliminary Phase I to investment grade projects. Mr. Ihlo is a Principal with the firm.

RELEVANT PROJECT EXPERIENCE

Central Texas Turnpike System – Traffic and Revenue Studies, *Austin, TX*

Mr. Ihlo was both project manager and project director-in-charge of conducting an investment grade level traffic and revenue study of proposed 70-miles of turnpike (SH 45, Loop 1, and SH 130) serving the rapidly growing suburbs of Austin. The original study was done in 2002 and resulted in a $2.2B financing. These facilities opened for traffic in stages during 2006 and 2007 with significantly more traffic usage than expected. Updated investment grade studies were prepared in 2005, 2008, 2010, 2012, 2014, 2018 and most recently in 2019. The 2012 study was prepared in connection with expansion of the system and changes to the toll collection system including a toll increase, a cashless conversion and discounts for disabled veterans. On-going studies for TxDOT.

Central Texas Regional Mobility Authority – Studies, *Williamson County, TX*

Mr. Ihlo has been Project Manager for over 15 years and responsible for conducting a wide variety of studies in support of a long-term role as the Authority's traffic consultant. Studies include preliminary feasibility, investment grade leading to financing, monitoring traffic and revenue performance, assessing changes in toll policy, preparing sections of bond documents, issuing certificates as required by trust indentures and providing input for annual reports to TIFIA. Major projects include the 11-mile 183A turnpike now open for traffic, the 6-mile 290E project and the 8-mile 183S project now under construction. On-going studies for CTRMA.

Colorado DOT – IH 25 HOV/Express Lane Feasibility Study, *Denver, CO*

Mr. Ihlo was technical advisor for preliminary toll feasibility studies of a reversible 7-mile express lane project on IH 25 between US 36 and downtown Denver. This portion of IH 25 has four general purpose lanes in each direction and two reversible lanes in the median. Toll-paying SOV's may use only one of the median lanes; HOV's can use either lane. In addition to basic traffic and revenue forecasts, toll schedules were developed to balance time-of-day variations in-demand and provide reliable uncongested travel conditions. The project has been open since 2006 and carries more than expected levels of traffic.

MTA Bridges and Tunnels – Tappan Zee Bridge HOT Lane Feasibility Study, *Rockland and Westchester Counties, NY*

Mr. Ihlo was technical advisor for preliminary toll feasibility studies of a proposed 16-mile HOT lane project incorporated into a replacement for the TZB. Toll revenue potential was estimated for a series of alternatives.

Private Firm – Jefferson Parkway Traffic and Revenue Study, *Arvada, CO*

Mr. Ihlo was technical advisor for preliminary traffic and revenue feasibility studies for a new toll road, making up a portion of the 102-mile circumferential beltway in the western portion of the Denver metropolitan area. The completed beltway sections include C-470 (SW quadrant), E-470 (SE and NE quadrants), and NW Parkway (NW quadrant). The Jefferson Parkway project would span about half of the uncompleted section between NW Parkway and C-470 now served by State and local roadways.

TxDOT – TCA Cashless Toll Studies, *TX and CA*

Mr. Ihlo was either the project manager or technical advisor for several toll feasibility studies to assess the impacts of eliminating cash payments on existing toll facilities. The projects include the 183A Turnpike and the CTTS roadways in Austin, Texas, and the TCA roadways in Orange County, California. The 183A Turnpike successfully eliminated cash in 2008, the CTTS roadways (SH 130, SH 45N and Loop 1) converted to cashless in January 2013 while the TCA system converted in the Fall of 2013.

Various Agencies – Managed Lane Studies, *TX, NY, CO, SC, VA*

Mr. Ihlo served as either project manager or technical advisor for several preliminary toll feasibility studies to assess the revenue potential of constructing express lanes alongside general purpose lanes. Corridors include IH 35W in Denton, Texas, Tappan Zee Bridge in Rockland County, New York, IH 25 in Denver, Colorado, IH 26 in South Carolina, both Loop 1 (North and South), and 183N in Austin, Texas, and Route 28 in Virginia.

Transportation Corridor Agencies – Traffic and Revenue Study, *Orange County, CA*

Mr. Ihlo served as either project manager or technical advisor on a long-term assignment for the Transportation Corridor Agencies' (TCA) toll roads. This 51-mile toll system was built in stages between 1993 and 1999 and processes over 300,000 average weekday toll transactions. The toll facilities serve major employment and shopping centers, provide congestion relief alternatives, and provide access to future development areas. Significant traffic and revenue studies were conducted in 2003, 2008, and 2012, with extensive changes to the travel demand model including recalibration to reflect changes in land use development trends, travel patterns and network infrastructure. Other assignments include annual forecasts for budget process, analysis of toll elasticity and rate adjustments, impact of conversion to cashless operations and routine monitoring of traffic, revenue, and AVI usage.

Northwest Parkway Public Highway Authority –Traffic and Revenue Study, *Broomfield, CO*

Technical Advisor for 2001 and 2007 investment grade traffic and revenue feasibility study for a new 10-mile toll road, making up a portion of a circumferential roadway in the northwest Denver metropolitan area. The facility opened in 2003. The 2007 traffic and revenue study was prepared for refinancing purposes.

North Carolina Department of Transportation –Toll Feasibility Study, *NC*

Mr. Ihlo was project manager in charge of developing traffic and revenue criteria to assist NCDOT in determining feasibility of constructing and operating toll financed highways. The study was conducted pursuant to legislation (HB 1630) which required that the department study "the feasibility of construction of State-owned and State-operated toll roads and the areas where any State-owned and State-operated toll roads are proposed."

The Falcon Company LLC – Alabama Tollway Preliminary Feasibility Study, *Baldwin County, AL*

Mr. Ihlo was the technical advisor for the feasibility study of the first 60 miles of a planned 300-mile toll road in Alabama. Tasks included analyzing the various toll schedules and estimated toll traffic, gross toll revenues, operating, and maintenance expenses and net revenues.

Virginia Department of Transportation – Route 28 HOT Lanes, *VA*

Mr. Ihlo was technical advisor for the preliminary toll feasibility study to assess the revenue potential of constructing express lanes along Route 28 available to HOVs for no charge and to SOVs for a toll charge.

Arizona Department of Transportation – South Mountain Freeway Feasibility Study, *Phoenix, AZ*

Mr. Ihlo was project manager responsible for the preparation of traffic and revenue estimates for this proposed 22-mile toll facility on the southwest side of Phoenix. Work included developing traffic and revenue projections under alternative growth and toll rate scenarios.

City of Chesapeake – Jordan Bridge Traffic and Revenue Study, *Chesapeake, VA*

Mr. Ihlo was project manager responsible for the traffic and revenue estimates of a high-level replacement bridge for an existing drawbridge. Tasks included data collection, coordination between various commissions, analysis of economic data, and traffic sensitivity testing using the regional traffic model.

Transportation Corridor Agencies – Foothill/Eastern Transportation Corridor, *Orange County, CA*

Mr. Ihlo was project manager for the due diligence review of this proposed 25-mile toll roadway in Southern California. Tasks included examining and reviewing parameters used by others in developing traffic and revenue estimates and determining the reasonableness and impact of variations of numerous key assumptions.

Morris Knudsen Corporation/E470 Public Highway – E-470 Project (Segments 2, 3, and 4), *Denver, CO*

Mr. Ihlo was project manager for multiple investment grade traffic and revenue forecasts for 40 miles of new toll road in eastern Denver. This 'first of a kind' public/private partnership provides beltway access to the fastest growing area of Denver as well as to the new Denver International Airport – the largest airport in the United States. Follow up efforts involved monitoring traffic and development patterns during early ramp-up period.

New York State Thruway Authority – Various On-Call Assignments, *NY*

Mr. Ihlo was project manager responsible for various assignments completed on an as-needed basis for the New York Thruway Authority. Assignments focused on traffic and revenue estimates for the Thruway mainlines, as well as operational studies for various interchanges and toll plazas.

New York State Thruway Authority – Tappan Zee Revenue Study Forecast, *Rockland and Westchester Counties, NY*

Mr. Ihlo was technical advisor for preliminary studies of NYS Thruway Authority toll revenue potential in connection with replacement of TZB.

Texas Turnpike Authority/TxDOT – Numerous Toll Feasibility Studies, *Houston, Austin, Dallas, San Antonio, and Laredo, TX*

Mr. Ihlo was project manager and technical advisor for numerous toll feasibility studies throughout the state of Texas. His assignments include analyzing new project alignments such as bypasses or beltways and adding new capacity to existing corridors in the form of express toll lanes.

Texas Turnpike Authority/TxDOT – Central Texas Turnpike 2002 Project, *Austin, TX*

Mr. Ihlo was project manager in charge of conducting an investment grade level traffic and revenue study of proposed 70-miles of turnpike (SH 45, Loop 1 and SH 130) serving the rapidly growing suburbs resulted in a $2.2B financing. These facilities opened for traffic in stages during 2006 and 2007 with significantly more traffic usage than expected. Mr. Ihlo recently completed an updated traffic and revenue study used to remarket bonds and is currently evaluating the upside revenue potential using alternative toll schedules.

Texas Turnpike Authority/TxDOT – 183A Turnpike, *Austin, TX*

Mr. Ihlo was project manager responsible for conducting numerous intermediate level and investment grade traffic and revenue feasibility studies for a proposed 11-mile turnpike project serving the rapidly growing north suburbs of Austin, Texas. Phase 1 of this project opened in 2007 with significantly more traffic usage than forecasted. Phase 2 opened in 2012, some 5 years ahead of schedule and Phase 3 of this project is currently being studied for a possible extension.

Department of Transportation – Route 14 Corridor Study, *Horseheads and Watkins Glen, NY*

Mr. Ihlo was assistant project manager for this 17-mile corridor study. Responsibilities included analysis of existing and future problem areas, development of a range of preliminary design solutions. including 200 scale alignments with typical cross sections, impact evaluation, development of community participation programs, and recommendation of alternatives and phasing programs.

New York State Thruway Authority – IH 87/IH 84 Interchange and Toll System Study, *Newburgh, NY*

Mr. Ihlo was project manager of a major traffic impact study of new direct connectors between the New York State Thruway and IH 84. The scope included the traffic studies and conceptual design of interchanges as part of an expanded project proposal, and the preliminary design report including an environmental impact statement.

New Jersey Highway Authority – Garden State Parkway Comprehensive Traffic Study, *Cape May to Bergen Counties, NJ*

Mr. Ihlo was project manager responsible for a comprehensive traffic study of this 173-mile stretch of highway, as well as the subsequent development of a long range forecast. The studies included interchange feasibility, ramp improvements, ramp metering, park and ride intermodal opportunities, safety, variable message signs, and electronic toll collection.



KEMBLE WHITE, PHD, PG

Karst Support

Cambrian

Education:
PhD in Geology, University of Mississippi, 2006
M.S. in Engineering Geology, University of Mississippi, 1997
B.A. in Geology, University of Mississippi, 1995
B.A. in Journalism, University of Mississippi, 1995

Registration/License:
Professional Geoscientist, Texas No. 3863, 2003
USFWS 10(a)1(b) Scientific Permit TE 37416B (Central Texas Karst Invertebrates and Eurycea salamanders), 2015
Karst Hydrology of the Edwards Aquifer, Western Kentucky University, 1999

BIO

Dr. White has specialized in land-use issues unique to the Central Texas growth corridor for more than 25 years. His trusted perspective on complicated karst due-diligence issues has resulted in a long list of repeat clients and high-profile projects. His primary focus is the Endangered Species Act and water quality regulations pertaining to caves, springs, and the Edwards aquifer. He helps his clients find the middle ground between the needs of resource protection and human population growth. Dr. White's specialties include regulatory issues surrounding endangered karst invertebrates and Eurycea salamanders, expert witness testimony, land use planning in environmentally sensitive areas, public outreach, preserve design, habitat conservation planning, Texas Commission on Environmental Quality (TCEQ) Geological Assessments and associated reports, City of Austin Environmental Assessments, and consulting on caves encountered during construction. He has a depth of experience with transportation projects.

Over the course of his career Dr. White has made a significant contribution to the state of Texas cave science and to the conservation of karst resources. His doctorate was on biospeleology, the study of caves and cave life. His research on Cicurina spp. cave spider genetics and the evolution of their habitat was published in Geology, the world's flagship peer-reviewed earth sciences journal. He has discovered many new locations for rare and endangered species and two new species have been named in his honor. His karst survey work has contributed to the establishment of thousands of acres of preserve land within the Edwards Aquifer recharge and contributing zones through land acquisitions programs, including the ESA Section 6 program. At the invitation of the U.S. Fish and Wildlife Service (USFWS), he served on the recovery team for the Bexar County endangered karst invertebrates from 2002 to 2013.

Dr. White was a primary author of the Williamson County Regional Habitat Conservation Plan. Since 2008 he has worked with the Williamson County Conservation Foundation and the USFWS to develop karst preserves to recover Williamson County's endangered karst invertebrates so they may be removed from the Endangered species list.

Dr. White has worked as a close advisor to Williamson County leadership on technical, regulatory, and policy issues during the listing process for the northern Edwards Aquifer salamanders. Since 2012, he has served on the technical working group for the Georgetown and Jollyville Plateau salamanders. His technical work and consulting experience were instrumental in developing the special 4(d) rule for the Georgetown salamander published by the USFWS in 2015.

RELEVANT PROJECT EXPERIENCE

Williamson County Conservation Foundation – Williamson County Regional Habitat Conservation Plan/Environmental Impact Statement (RHCP/EIS), *Williamson County, TX*

Dr. White co-authored the RHCP/EIS in support of an ESA 10(a) permit for incidental take of two endangered songbirds, and two endangered karst invertebrates, the Bone Cave harvestman and Coffin Cave mold beetle. Following approval, the RHCP evolved into one of the most successful RHCPs in the country. It has served as the primary mitigation vehicle for many Williamson County Road Bond projects including improvements to IH 35, SH 195, Ronald Reagan Boulevard, RM 620, O'Connor Road, and many others. Dr. White continues to provide implementation services on RHCP preserves including biological monitoring of dozens of caves and several springs on RHCP preserve land.

Williamson County – Cambria Cavern Environmental Services, *Round Rock, TX*

Dr. White provided comprehensive karst services to the Williamson County engineer following the collapse of a major sinkhole. He led the effort which included exploration and mapping of the cave, assisting with safety protocols, compliance and mitigation reporting to the TCEQ, collaborating with engineering consultants on the mitigation plan, providing construction inspection services, and responding to information requests from the County public information officer. The high-profile project was completed successfully despite intense media attention in a high litigation-potential situation.

TxDOT and the Central Texas Regional Mobility Authority – SH 45 Southwest, *Travis and Hays Counties, TX*

Dr. White provided a wide range of karst services on a controversial new roadway located in the Barton Springs recharge zone. The services included conducting a karst terrain feature survey, a TCEQ Geologic Assessment, endangered karst invertebrate due-diligence investigations, Barton Springs and Austin Blind salamander technical reports, and attending numerous meetings with the project team, local officials, and the public. Dr. White participated as a key member of the project karst technical working group along with a wide variety of state, local, and Federal officials. The project would include construction of approximately 3 miles of managed lanes between MoPac Expressway and FM 1626 through Travis and Hays Counties.

TxDOT – Mobility 35 Williams Drive project, *Georgetown, TX*

Dr. White coordinated karst environmental studies for a major improvements project to a Federal highway in sensitive karst terrain. Studies included components of a Texas Commission on Environmental Quality (TCEQ) geologic assessment, excavation and endangered karst invertebrate presence/absence investigations in a newly discovered cave, and presence/absence surveys for threatened Eurycea salamanders in a newly documented spring run. These karst studies supported the project NEPA documentation and Dr. White participated in the formal section 7 consultation for the project along with staff from the TxDOT Environmental Affairs Division, the Austin District, and the USFWS Austin ESFO. Due in part to the thoroughness of karst studies, this project passed the formal consultation completeness check in record time.

TxDOT – Mobility 35 (RM 2243 to RM 1431), *Georgetown, TX*

Dr. White coordinated a geophysical study and authored a Texas Commission on Environmental Quality (TCEQ) geologic assessment for the project that will cross over Inner Space Cavern, a cave system containing listed endangered species and also open for public cave tours. He worked with the geophysicist to layout electrical resistivity lines used to image karst features. The project will improve the RM 2243 and RM 1431 intersections with the interstate while reversing ramps along IH 35 southbound. Conducting geophysical studies in karst terrain is becoming more common for roadway projects, especially where projects are in the vicinity of caves known to contain listed species. The geologic assessment describes potential hydrological impacts to Inner Space Cavern and inventories potentially sensitive and manufactured recharge features, as well as discharge features present in the project area.

City of Georgetown – Southwest Bypass/Wolf Ranch Parkway, *Georgetown, TX*

Dr. White was sub-contracted through to provide karst services for an approximately 3-mile roadway. Dr. White conducted a TCEQ geologic assessment, an endangered karst invertebrate due-diligence study including a full presence/absence survey for a newly discovered cave and assisted with the project participation in the Williamson County RHCP. Dr. White also conducted the due-diligence studies required under the City of Georgetown Edwards Aquifer water quality ordinance that supports the USFWS special 4(d) rule for activities with the potential to harm the threatened Georgetown Salamander.

City of Georgetown – San Gabriel Park Phase 1 Karst Services, *Georgetown, TX*

Dr. White provided a series of karst services in support of a major parks improvement project which included ecological restoration of the historic San Gabriel Springs. Dr. White assisted in developing the project Endangered Species Act compliance strategy, informal coordination with the USFWS, conducting a USFWS presence/absence survey for Georgetown salamanders. Dr. White also assisting landscape architects in the ecological design and providing endangered species inspection services during the construction phase.

Williamson County – Pearson Ranch Road/SH 45 Interchange, *Round Rock, TX*

Dr. White conducted a Jollyville Plateau Salamander habitat assessment and impacts analysis for construction of a new intersection in close proximity to a site known to be occupied by JPS and partially within a designated critical habitat unit. Elements of the analysis included the presence of shallow groundwater and other habitat components and the influence of existing structures associated with SH 45. Dr. White's analysis assisted in enabling the project to proceed while avoiding impacts to both JPS and critical habitat.

Williamson County – O'Connor Drive Extension Project, *Round Rock, TX*

Dr. White conducted the TCEQ geologic assessment investigations and the endangered karst invertebrate due-diligence investigations for a new section of O'Connor Road, which now runs 1.5 miles between RM 620 and SH 45. The project was completed by negotiating private landowner concerns on the Robinson Ranch.

Upper Brushy Creek Water Control and Improvement District (UBCWCID) – Dam 8 Modernization Project, *Williamson County, TX*

This investigation was conducted in support of a dam modernization project at Ganzert Lake on the Robinson Ranch for Upper Brushy Creek Water Control and Improvement District (UBCWCID). Dr. White conducted JPS presence/ absence investigations and endangered karst invertebrate investigations. No salamanders or endangered invertebrates were located within the project area.

City of Round Rock and UBCWCID – Dam 101 Project, *Williamson County, TX*

The City of Round Rock and the UBCWCID are in the design phase of a proposed new dam on Lake Creek on the Robinson Ranch. Dr. White conducted JPS presence/absence investigations and endangered karst invertebrate investigations within and adjacent to the Dam footprint. No salamanders or endangered invertebrates were located.

UBCWCID – Dam 102 Project, *Williamson County, TX*

The UBCWCID is developing a conceptual design for a new dam on the Robinson Ranch in the Lake Creek Watershed to divert and/or detain floodwaters and mitigate flooding in downstream structures along Rattan, Lake, and Brushy Creeks. Dr. White conducted JPS presence/absence investigations and endangered karst invertebrate investigations within and adjacent to the Dam footprint. The project area occurs within the range of the JPS. No salamanders or endangered invertebrates were located.

TxDOT and Wiliamson County Road Bond Program – SH 195 Karst Investigations and Biological Assessment, *Williamson County, TX*

In support of an Environmental Assessment Re-Evaluation, Dr. White led karst feature excavations, habitat evaluations and endangered karst invertebrate presence and absence surveys for a major improvements project to SH 195 between IH 35 and the Bell county line. Two species of endangered invertebrate were determined to occur within the project limits and adverse effects evaluated. Dr. White participated extensively in the Section 7 Endangered Species Act consultation along with the Williamson County Road Bond project team and various elected officials. Dr. White also led the technical effort in identifying and acquiring suitable mitigation preserves.

Williamson County – Brushy Creek Regional Trail Phase V, *Round Rock, TX*

Dr. White conducted a TCEQ geologic assessment investigation and provided support services for the biological assessment required due to grant funding by TxDOT. Support services included presence and absence surveys following the USFWS survey protocol for Georgetown, Jollyville Plateau, and Salado Salamanders at springs within the proposed Brushy Creek Regional Trail footprint. Dr. White also assisted in an informal consultation with the USFWS Austin ESFO.



HEATHER BEATTY, PG

Edwards Aquifer Regulatory

Education:
M.S. in Geology; Texas Tech University, Lubbock, TX; 1992
B.S. in Geoscience; Texas Tech University, Lubbock, TX; 1990
Karst Hydrology of the Edwards Aquifer; Western Kentucky University; 1999

Registration/License:
Professional Geoscientist, Texas No. 1350

BIO

Ms. Beatty brings 23 years of experience with the Edwards Aquifer karst system and pollution prevention. Ms. Beatty is currently responsible for conducting geological assessments and karst void response for transportation and utility projects. Prior to these, she was the District Geologist with TxDOT (Austin District) and functioned as the stormwater quality subject matter expert (SME), often training transportation engineers in the permanent water quality calculation methods. She worked with a team of environmental scientists to NEPA clear transportation projects. Ms. Beatty prepared dozens of geologic assessments and water pollution abatement plans, including those in which she coordinated with consultant geologists and engineers who prepared documents. She was the point-of-contact for all planning, construction and maintenance matters that related to Edwards Aquifer compliance for the TxDOT Austin District, covering Williamson, Travis, and Hays Counties.

During more than 15 years in the Edwards Aquifer Protection Program (EAPP) at the Texas Commission on Environmental Quality, Ms. Beatty developed expertise in all aspects of water pollution abatement plans, sewage collection system plans, and hazardous material facility plans. She functioned as the technical expert in the EAPP after gaining experience in reviewing thousands of geologic assessments and plans for residential and commercial developments in Williamson, Travis, and Hays Counties. Ms. Beatty was responsible for reviewing and approving hundreds of cave closure plans. She conducted environmental compliance evaluations for those various construction projects as well as for permanent BMP compliance for completed projects.

As an adjunct professor, Ms. Beatty taught Environmental Regulations Overview and Physical Geology lecture and laboratory at Austin Community College. Additionally, she developed and taught a new course in Environmental Geology.

RELEVANT PROJECT EXPERIENCE

TxDOT Austin District – IH 35 (RM 2243 to RM 1431), *Georgetown, TX*

Ms. Beatty coordinated a 2019 geophysical study and authored a Texas Commission on Environmental Quality (TCEQ) geologic assessment for the project that will cross over Inner Space Cavern, a cave system containing listed endangered species and open for public cave tours. Ms. Beatty worked with the geophysicist to layout electrical resistivity lines used to image karst features. She used her TxDOT experience interpreting schematic

plans to identify project elements that could benefit from electrical resistivity imaging. Conducting geophysical studies in karst terrain is becoming more common for roadway projects, especially where projects are in the vicinity of caves known to contain listed species. In the geologic assessment she authored, Ms. Beatty described potential hydrological impacts to Inner Space Cavern. She also inventoried potentially sensitive and manmade recharge features, as well as spring seep present in the project area.

TxDOT Austin District – State Loop 1 (Mopac) Intersections, *Austin, TX*

Ms. Beatty functioned as the lead field geologist for the geophysical study of the La Crosse Avenue intersection and adjacent main lanes where construction encountered dozens of karst voids (at one of the grade-separation intersections). The geophysical study was required to characterize near surface bedrock conditions and identify potentially undetected karst features beneath those sections of the project where excavation and drilling revealed poor-quality rock. As a subcontractor, Ms. Beatty developed the work authorization language approved by TxDOT. She coordinated with the TxDOT Area Office in charge of the construction project with access issues for the geophysical survey. Conducting geophysical studies in karst terrain is becoming more common for roadway projects, especially where projects are likely to encounter a higher than normal density of voids. While employed by TxDOT earlier in the project, Ms. Beatty reviewed the TCEQ geologic assessment for the grade separation intersections project on the Edwards Aquifer recharge zone. As there was a concern with encountering karst voids during construction, she drafted void mitigation protocols and wrote a scope for additional geologic studies to examine potential impacts to nearby caves. Ms. Beatty also played an active role directing the design engineer on the contents of the water pollution abatement plan. During the construction phase, Ms. Beatty represented the TxDOT Austin District on stormwater compliance inspections conducted by the Barton Springs Edwards Aquifer Conservation District (BSEACD), and she coordinated agency inspections of approximately 30 subsurface voids that were encountered.

TxDOT Austin District – Mobility 35 Water Quality Program, *Williamson County, TX*

Ms. Beatty led an effort for the TxDOT Austin District's Mobility 35 program to proactively plan for permanent stormwater water quality best management practices (BMPs) for IH 35 projects in Williamson County. The coordination program she led was applicable to all IH 35 projects on the Edwards Aquifer recharge zone which coincided with all projects in Williamson County. At the start, Ms. Beatty advised engineers on individual schematic and design phase projects concerning stormwater BMP selection, drainage facility placement, sizing calculations, and design elements. As the effort continued, she identified a need for a new scope of work for schematic and design phase water quality deliverables based on a lack of water quality experience between the multiple design engineers. Ms. Beatty, being the water quality subject matter expert at TxDOT, asserted that water quality deliverables be separated from H&H reports (these requirements were in addition to those described in the TxDOT the hydraulic design manual and specific to compliance with the TCEQ Edwards Aquifer Rules).

TxDOT Austin District – SH 45SW Environmental Studies and Water Quality Coordination, *Travis and Hays Counties, TX*

Ms. Beatty actively contributed to the environmental studies, coordination with local experts, and the development of the water pollution abatement plan (WPAP) for the new roadway project on the Barton Springs Segment of the Edwards Aquifer recharge zone. She gained experience with multiple environmental issues during the planning phase of the controversial project, namely geologic assessment field methods, karst feature excavation coordination, protection of sensitive karst features, participation in a technical working group with local experts, technical review of water quality calculations, and providing environmental protection guidance to the design engineer. While chiefly related to compliance with the TCEQ Edwards

Aquifer protection program (EAPP), these issues have broad application to other roadway projects. Beginning her project involvement with geologic assessment field methods, Ms. Beatty accompanied geologists on their pedestrian survey of the 3.5-mile long roadway corridor. She and the other geologists inventoried hundreds of potentially sensitive karst features and reconciled them with documented features from an earlier survey. After the field survey, Ms. Beatty coordinated with TCEQ EAPP on the excavation of karst features. She prepared the TCEQ application that provided all the key elements the agency required to approve the work. In the schematic design phase, Ms. Beatty advised the TxDOT environmental and design project managers of TCEQ policies regarding impact avoidance to sensitive karst features. Specifically, she guided them with roadway alignment considerations as it pertained to the more major sensitive karst features. She used her experience from being a former long-time staff member of the TCEQ EAPP about an important subject that is not published in any agency guidance. Any new roadway project on the Edwards Aquifer regulated zones can benefit from this type of experience. Related to alignment considerations, Ms. Beatty coordinated with the Director of the TCEQ Waste Permits Division to obtain approval for drainage modifications to certain sensitive recharge features within the project limits. She effectively communicated the proposed protections for the features that, because of natural drainage modifications, were considered by the agency as underground injection wells. The coordination was approved after only one brief meeting to review her submittal. As the project moved past schematic and into the design phase, Ms. Beatty participated in about a dozen technical working group meetings with local experts (representing the City of Austin, the BSEACD, and Travis County). During these facilitated meetings, Ms. Beatty offered her expertise in aspects of environmental compliance particularly the protection of karst features during construction and design elements of permanent water quality controls. These are universal issues that can relate to roadway and other development projects on the Edwards Aquifer recharge zone. During the development of the WPAP, Ms. Beatty reviewed the water quality treatment approach and the associated water quality calculations. She provided instructive guidance that would aid in the review of the multiple BMPs in series approach. Ms. Beatty also provided environmental protection guidance to the design engineer. She assisted the engineer in the development of the environmental sequence of construction. During the construction phase, Ms. Beatty represented TxDOT on stormwater compliance inspections conducted by the BSEACD and was involved with environmental construction oversight on behalf of TxDOT.

Hays County – Road Bond Program (RM 3227/RM 150), *Hays County, TX*

Ms. Beatty completed geologic assessment reports for two related roadway improvement projects sponsored by Hays County. As a subcontractor, she identified the unique sinkhole terrain located near the RM 3237 and RM 150 intersection, a future roundabout configuration, and the importance of stormwater discharge quality. While there were no consequential geological findings for the intersection safety improvements along RM 3237, Ms. Beatty assisted the client with permanent stormwater BMP selection given the constraint of constructing within existing right of way.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Pape-Dawson Engineers, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

12/29/2020

Date

Commissioners Court - Regular Session **40.**

Meeting Date: 03/09/2021

Award RFQ T2444 CR 201 Phase 1 (CR 200- Umbrella Sky) WSB Contract

Submitted For: Randy Barker **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on awarding RFQ T2444 CR 201 Phase 1 (CR 200- Umbrella Sky), to WSB & Associates dba WSB Engineers and Surveyors, Inc. for Engineering Services and authorizing the execution of the agreement.

Background

Purchasing solicited sealed statements of qualifications for Engineering Services. 26 firms participated of which 18 firms submitted responses. The responses were evaluated by an evaluation committee. The attached WSB contract is to provide professional engineering services for the CR 201 Phase 1 (CR 200- Umbrella Sky) project as part of FY2021: Funding Source P499 has been reviewed and approved for Commissioners Court consideration by the Road Bond Team. The maximum amount payable under this contract, without modification, is seven-hundred twenty-five thousand Dollars ($725,000.00).

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

evaluation scoresheet

Engineering Services Contract

Statement of Qualifications

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	03/04/2021 10:52 AM
County Judge Exec Asst.	Andrea Schiele	03/04/2021 11:28 AM
Form Started By: Johnny Grimaldo		Started On: 03/03/2021 08:17 PM
Final Approval Date: 03/04/2021		

EVALUATION - CR 201 from CR 200 to Umbrella Sky
RFQ T2444
DATE: 02/04/2021 - 10AM

Evaluation Criteria	Maximum Score Points	Aguirre & Fields	Alliance Transportation Group	Bridgefarmer & Assoc. Inc.	Dannenbaum Engineering Co.	Doucet & Associates, Inc.	Garver LLC	Gray Engineering Inc.	Hejl, Lee & Associates Inc.	Huitt-Zollars, Inc.	JMT	Jones|Carter	Kimley-Horn	LJA Engineering Inc.	LNV, LLC	Pape-Dawson Engineers	Rodriguez Transportation Group	RPS	WSB
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	40	40	40	30	40	35	35	35	40	35	40	40	35	40	40	40	40
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	35	40	40	40	40	40	35	40	40	40	40	40	40	35	40	40	40	35
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	40	35	40	40	40	35	40	35	40	40	35	40	35	40	40	40	35
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	5	5	5	5	5	5	30	5	5	5	5	5	5	35	5	5	35	45
Understanding of project	50	35	40	35	40	35	40	45	40	35	35	35	40	40	40	40	40	40	45
TOTAL	300	185	205	195	205	190	205	220	200	190	200	195	200	205	220	205	205	235	240



WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **WSB & Associates Inc dba WSB Engineers and Surveyors Inc_**
("Engineer")
ADDRESS: **1221 South MoPac Expy STE #355, Austin, Texas 78746_**
PROJECT: **CR 201 (CR 200 to Umbrella Sky) Phase 1 ("Project")**

THE STATE OF TEXAS **§**
§
COUNTY OF WILLIAMSON **§**

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective March 15, 2012, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification

enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or

costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **seven-hundred twenty-five thousand Dollars ($ 725,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to Mike Weaver, County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County's Road Bond Program Manager in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County's Road Bond Program Manager in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664_

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Williamson County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

James Kennedy, Vice President__
WSB_____
1221 S. MoPac Expy, #355_____
Austin, Texas 78746

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which

case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed

Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's

subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or “Complete” shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County’s technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or “Accepted” shall mean that in the County’s reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer’s negligence. However, any work required or

occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

- **A.** By mutual agreement and consent, in writing, of both parties.
- **B.** By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.
- **C.** By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- **D.** By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.
- **E.** By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount

charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees

that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Williamson County Purchasing Department
   100 Wilco Way
   Suite P101
   Georgetown, TX. 78626

   With copy to:

   Williamson County Auditor's Office
   Attn: Contracts Auditor
   901 South Austin Avenue
   Georgetown, Texas 78626

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit F** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Williamson County Judge
710 Main Street, Suite 101
Georgetown, Texas 78626

With copy to: County's Road Bond Program Manager
Attn: Michael Weaver
HNTB Corporation
101 E. Old Settlers Blvd., Suite 100
Round Rock, Texas 78664

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Engineer: **James Kennedy, Vice President_**
WSB_____
1221 S. MoPac Expy, Suite 355
Austin, Texas 78746

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing

under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of

any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator.

Any mediation under this Contract shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract

sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;

2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell Jr., County Judge

Date: _____ ____, 20_____

ENGINEER

WSB & Associates Inc, dba WSB Engineers and Surveyors Inc.

By_____

Printed Name: __James Kennedy_____

Title: __Vice President_____

Date: FEB. 22 ____, 20 21

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

WSB & Associates Inc dba WSB Engineers and Surveyors, Inc
Name of Firm

Signature of Certifying Official

James Kennedy
Printed Name of Certifying Official

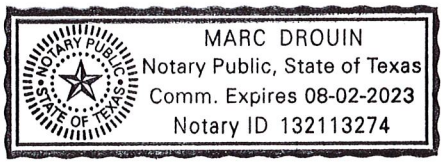
Vice President
Title of Certifying Official

February 22, 2021
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by Marc Drouin on behalf of said firm. February the 22nd of 2021



Notary Public in and for the
State of Texas

My commission expires: 8/02/2023

EXHIBIT B

ENGINEERING SERVICES

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop _CR 201, Phase 1 from CR 200 to Umbrella Sky_ Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 - PROJECT MANAGEMENT

TASK 2 - ROUTE AND DESIGN STUDIES

TASK 3 - PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
[Insert Company Name HERE]	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Engineer's written request. No retroactive rate adjustments will be allowed. All rates adjustments and modifications shall be set forth in a written fully executed Contract Amendment.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT D

RATE SCHEDULE - CR 201

Title	Billing Rate/Hour
PRINCIPAL	$230.00
SENIOR PROJECT MANAGER	$210.00
SENIOR ENGINEER	$195.00
SENIOR PLANNER	$180.00
PROJECT ENGINEER 4	$180.00
PROJECT ENGINEER 3	$175.00
PROJECT ENGINEER 2	$160.00
PROJECT ENGIENER 1	$150.00
GRADUATE ENGINEER 3	$130.00
GRADUATE ENGINEER 2	$125.00
GRADUATE ENGINEER 1	$110.00
ENGINEERING SPECIALIST 4	$160.00
ENGINEERING SPECIALIST 3	$150.00
ENGINEERING SPECIALIST 2	$140.00
ENGINEERING SPECIALIST 1	$130.00
RIGHT OF WAY SPECIALIST 4	$160.00
SENIOR ENVIRONMENTAL SCIENTIST 2	$145.00
SENIOR ENVIRONMENTAL SCIENTIST 1	$135.00
ENVIRONMENTAL SCIENTIST 3	$115.00
ENVIRONMENTAL SCIENTIST 2	$105.00
ENVIRONMENTAL SCIENTIST 1	$95.00
PROJECT ANALYST 2	$115.00
PROJECT ANALYST 1	$105.00
OFFICE TECH 2	$70.00
OFFICE TECH 1	$60.00

EXHIBIT E

Williamson County
Vendor Reimbursement Policy

The purpose of this Williamson County Vendor Reimbursement Policy ("Policy") is to provide clear guidelines to vendors on Williamson County's expectations and requirements regarding allowable reimbursable expenditures and required backup. The Policy will also minimize conflicts related to invoice payments and define non-reimbursable items. This Policy is considered a guideline and is not a contract.

This Policy may be altered, deleted or amended, at any time and without prior notice to vendors, by action of the Williamson County Commissioners Court. Unenforceable provisions of this Policy, as imposed by applicable law, regulations, or judicial decisions, shall be deemed to be deleted. Any revisions to this Policy will be distributed to all current vendors doing business with the County.

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel on vendors outside a 50 mile radius from Williamson County, Texas.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $50.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $20.00 per day. The travel must be outside the Williamson County, Texas line by a 50 mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only for vendors who do not have the necessary personnel located within a 50 mile radius of Williamson County, Texas that are capable of carrying the vendor's obligations to County. Meals will not be reimbursed to vendors who are located within a 50 mile radius of Williamson County, Texas.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. early bird check in, seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)

7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of Williamson County, Texas by at least a 50 mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

8.1 Taxi fare, bus tickets, conference registrations, parking, etc. must have a proper original receipt.

9. Repayment of Nonreimbursable Expense.

Vendors must, upon demand, immediately repay County for all inappropriately reimbursed expenses whenever an audit or subsequent review of any expense reimbursement documentation finds that such expense was reimbursed contrary to these guidelines and this Policy. Williamson County reserves the right to retain any amounts that are due or that become due to a vendor in order to collect any inappropriately reimbursed expenses that a vendor was paid.

10. Non-Reimbursable Expenses

In addition to the non-reimbursable items set forth above in this Policy, the following is a non-exhaustive list of expenses that will not be reimbursed by Williamson County:

10.1 Alcoholic beverages/tobacco products
10.2 Personal phone calls
10.3 Laundry service
10.4 Valet service (excludes hotel valet)
10.5 Movie rentals
10.6 Damage to personal items
10.7 Flowers/plants
10.8 Greeting cards
10.9 Fines and/or penalties
10.10 Entertainment, personal clothing, personal sundries and services
10.11 Transportation/mileage to places of entertainment or similar personal activities
10.12 Upgrades to airfare, hotel and/or car rental

10.13 Airport parking above the most affordable rate available
10.14 Excessive weight baggage fees or cost associated with more than two airline bags
10.15 Auto repairs
10.16 Babysitter fees, kennel costs, pet or house-sitting fees
10.17 Saunas, massages or exercise facilities
10.18 Credit card delinquency fees or service fees
10.19 Doctor bills, prescription and other medical services
10.20 Hand tools
10.21 Safety Equipment (hard hats, safety vests, etc.)
10.22 Office Supplies
10.23 Lifetime memberships to any association
10.24 Donations to other entities
10.25 Any items that could be construed as campaigning
10.26 Community outreach items exceeding $2 per item
10.27 Technology Fees
10.28 Sales tax on goods purchased
10.29 Any other expenses which Williamson County deems, in its sole discretion, to be inappropriate or unnecessary expenditures.

EXHIBIT F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

1221 South MoPac Expressway | Suite 355 | Austin, TX | 78746 | 512.358.9174 | wsbeng.com

Section One. Transmittal Letter

January 4, 2021

Williamson County Purchasing Department
100 Wilco Way, Suite P101
Georgetown, TX 78626

Attn: T2444 RFQ Planning and Design of CR 201 from CR 200 to Umbrella Sky

To Whom it May Concern,

Williamson County has seen tremendous growth in the northwest section of the County. That growth is primarily driven by single family residential (SFR) construction. Multiple SFR projects have been planned or are currently under development along the County Road (CR) 201 corridor and the adjoining area. The growth will require future transportation infrastructure improvements that need to be planned now but constructed in phases. We see planning for each stage of development (from interim to ultimate) and ROW acquisition / preservation as the primary issues that separate the CR 201 project from a traditional roadway improvement project. You can be confident that we have compiled a team with the experience, dedication, and commitment to provide you with infrastructure planning and ROW identification to meet your goals for the CR 201 project.

Our team members have provided planning and design services on multiple similar projects in Williamson County. Our proposed PM Dan Rogers has served as PM and lead design engineer on two projects with the same goals as this project (CR 176 and CR 214). He also was lead roadway designer on a third similar project (CR 200). He knows the County, its goals, expectations, and residents.

Our team has proven experience planning a multi-stage CR project including environmental and Edwards Aquifer Contributing Zone planning, roadway and drainage planning, and PS&E development that maximizes future infrastructure efficiency. Additionally, our key staff has the capacity and availability to deliver on this project while simultaneously developing additional projects in Williamson County.

We appreciate your review of the information provided in the enclosed proposal. The WSB team is committed to delivering quality service consistent with your expectations. We are registered with the Texas Board of Professional Engineers as an engineering firm in the State of Texas and we have the personnel and capabilities to start work immediately. If you have any questions, please contact me at 512.518.1819 or jkennedy@wsbeng.com, or Dan Rogers at 512.554.4595 or drogers@wsbeng.com.

Sincerely,

Jay Kennedy, PE
Vice President

Section Two. Organizational Chart

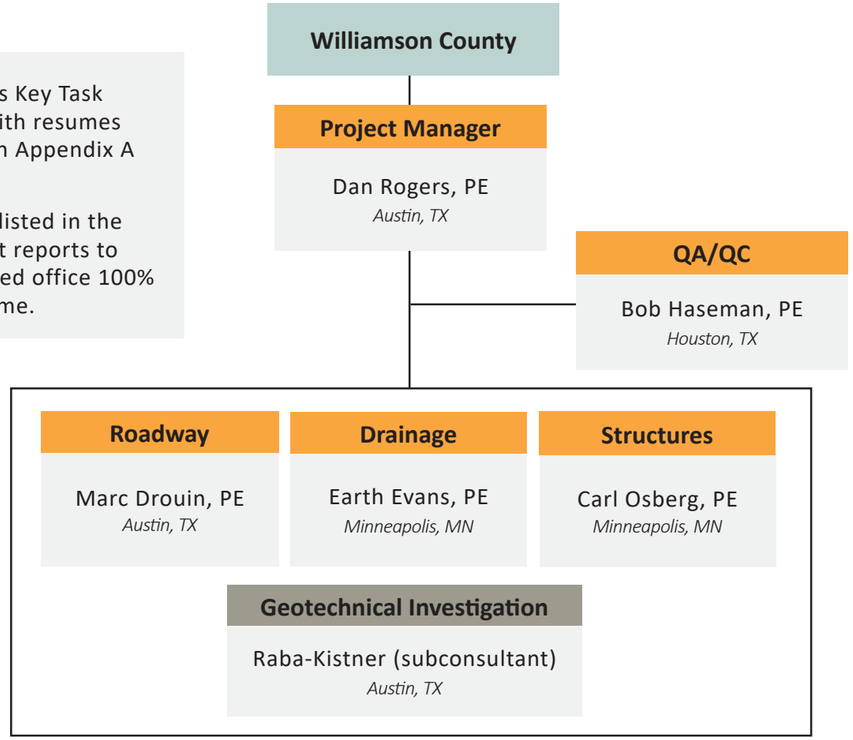


CR 176 at FM 2243, Williamson County, TX

- The WSB Team has successfully delivered very similar projects for Williamson County.
- The WSB team key staff will report directly to Dan Rogers for streamlined decision making and acceleration of the project schedule.
- Collaboration between key staff will be constant so pertinent information is shared immediately.
- Our QA/QC lead, Bob Haseman, will confirm that WSB's strong quality assurance process and controls are in place during the design process to minimize rework during quality control.

Indicates Key Task Leads with resumes shown in Appendix A

All staff listed in the org chart reports to their listed office 100% of the time.



PROJECT TEAM

WSB

Project Management, Planning & Design, Environmental Documentation, Structures, Drainage, and Permitting

WSB is a design and consulting firm specializing in engineering, community planning, environmental, and construction services. Our staff of over 450 professionals improve the way people engage with communities, transportation, infrastructure, and our environment. We offer services that seamlessly integrate planning, design and implementation. Our team understands Williamson County and understands that transportation planning is not simply about planning a road, it is about designing the future of Williamson County.

The WSB team will directly provide the following services:

- Project management, County communication, and coordination with County-selected service providers
- Geotechnical Investigation
- Roadway, drainage, and structural schematic planning and design
- Right-of-way identification
- Final design, plans, and specifications for the first project phase
- Opinions of probable cost
- Bidding services
- Construction services, if requested by the County

Williamson County

Williamson County will provide a number of services for this project using County staff and/or other consulting firms, including:

- Right-of-way legal assistance
- Public Involvement
- Environmental
- Survey
- Utility coordination
- Daily construction observation

PM Dan Rogers and the WSB team have completed projects for Williamson County and other clients using this approach, and are familiar with the firms and staff that provide these services to the County. If desired by the County, we can add these providers as sub-consultants or work with them through their existing contract with the County. If the County would like for us to arrange for any or all of these services separately, we are comfortable with that approach as well.

Section Three. Project Manager's Experience/Qualifications

A project of this complexity requires a PM with a thorough understanding of the current and future project infrastructure needs. PM Dan Rogers is unique in that his 32 years of transportation engineering experience is almost exclusively in central Texas and includes proven experience in Williamson County in all aspects of designing and managing engineering projects. Dan knows what is needed for a successful team and has assembled a group of experts that mirrors his awareness of the project constraints and multi-stage goals.

Dan has developed several similar projects in Williamson County. Each of these projects included planning for future improvements and ROW needs, developing PS&E for the initial phase within the current ROW footprint, and having a strong understanding of how future phases will be developed to minimize "throw away" of improvements.

The projects also included developing a phased approach to environmental and drainage permitting, particularly related to TCEQ and the Edwards Aquifer Permitting. Dan and the team have created phased approaches for projects so that permitting requirements can be continually met as each roadway improvement phase is implemented. The following are a few examples of Dan's experience as a PM for projects similar to CR 201:

Similar Project, Location	Relevance
CR 176 at RM 2243 Williamson County, TX	Develop schematic and PS&E, existing and new alignment, multi-stage Wilco Arterial, multi-stage environmental and EARZ WPAP, ROW determination providing for ultimate infrastructure including shared use path.
CR 214 Phases II, II-A Williamson County, TX	Develop schematic and PS&E, existing and new alignment, multi-stage Wilco Arterial, multi-stage environmental and EARZ CZP, ROW determination providing for ultimate infrastructure.
CR 237 Williamson County, TX	Develop PS&E, existing alignment, multi-stage Willco Arterial, ROW determination providing for ultimate infrastructure.
CR 200 Phase I, II-A, II-B Williamson County, TX	Develop schematic and PS&E, existing and new alignment, multi-stage Wilco Arterial, ROW determination providing for ultimate infrastructure.

Other Relevant Experience: US 79 from 5 miles east of Taylor to Milam County line (Williamson County), Cypress Creek Road at US 183 (Williamson County), US 183 at Walton Way (Williamson County), RM 967 West of FM 1626 (Hays County), RM 1826 at Darden Hill Road (Hays County), and RM 1826 at RM 967 (Hays County).

Knowledge, Skills, and Abilities to Benefit Williamson County: Dan served as the project manager and/or lead roadway design engineer on 15 Williamson County planning and/or PS&E projects. He has a thorough and complete understanding of Williamson County design criteria. Dan's knowledge of roadway geometrics, schematic and PS&E design, Williamson County geology and terrain, impact analyses, hydrologic and hydraulic studies, ROW determination and acquisition, Edwards Aquifer Contributing Zone permitting, and utility conflict resolution is essential to the success of the CR 201 Project. In addition, Dan has built a team with extensive knowledge and understanding of County and state regulations and requirements that will successfully develop the CR 201 project.

Section Four. Roadway Planning and/or Design Experience

The WSB design team has a long history of successfully developing roadway improvement projects in Williamson County. Dan Rogers has served as PM and/or lead designer for 15 Williamson County Planning and PS&E projects and will be actively engaged with the design team on this project. Marc Drouin will serve as the design task lead in the development of the design details and plans for the schematic design as well as the PS&E for the first phase. Marc has provided design details on numerous projects in central Texas, including projects in Williamson County such as the Cedar Park Turn Lanes Project, CR 272, and the Ronald Reagan Blvd Intersections Project. He has also provided design details for projects on FM 3237, RM 967 (west of FM 1626), and US 290 at Trautwein Road in Hays County.

Marc and other members of the team are proficient with Microstation and Geopak and have developed design details using Open Roads design. Marc and the team have developed 3-D designs for several projects and are currently developing paperless plans for a five-mile section of controlled access freeway in Open Roads in partnership with Bentley and Trimble. Marc and the rest of the team have extensive experience developing roadway geometrics including horizontal and vertical alignments, cross slopes and superelevation, and determining level-up requirements. Examples of our team's roadway planning and design experience similar to CR 201 include:

Similar Project, Location	Relevance
Ronald Reagan Blvd. Intersection Improvements Williamson County, TX	Developed PS&E for intersection improvements that included widening and the installation of turn lanes and a traffic signal.
CR 176 at RM 2243 Williamson County, TX	Develop schematic and PS&E, existing and new alignment, multi-stage Willco Arterial, multi-stage environmental and EARZ WPAP, ROW determination providing for ultimate infrastructure including shared use path.
US 290 at Trautwein Road Hays County, TX	Develop schematic design and PS&E for widening, intersection improvements, traffic signals, and retaining walls. The design included development of an Open Roads based 3-D model of roadway and retaining walls.
CR 272 Cedar Park, TX	Develop schematic and PS&E, existing and new alignment, multi-stage Willco Arterial, ROW determination providing for ultimate infrastructure.

Other Relevant Planning and Design Experience: CR 200 Phase I, II-A, II-B (Williamson County), Cedar Park Turn Lanes Project (City of Cedar Park), FM 3237 (Hays County), RM 967 west of FM 1626 (Hays County), CR 214 Phases II and II-A (Williamson County).

Knowledge, Skills, and Abilities to Benefit to Williamson County: Dan, Marc and the design team have successfully developed schematic design and PS&E for Williamson County. Their attention to detail and strong design skills resulted in projects delivered on time and on-budget. An example of this is the Ronald Reagan Boulevard intersection project that needed to be delivered within a compressed timeframe at the County's request. The team was able to deliver ahead of the already compressed timeframe because of their skill level and experience working together.

Section Five. Roadway Drainage Planning and/or Design Experience

Williamson County will have drainage improvements that will accommodate both interim and ultimate water quality and drainage requirements in the most efficient right-of-way (ROW) footprint. WSB's drainage facilities team has extensive experience on similar multi-stage projects in this part of Williamson County. The WSB drainage facilities team will be led by WSB's Earth Evans who has 20 years of experience leading hydraulic design. Earth will collaborate with our PM, Dan Rogers who brings 32 years of experience that includes roadway and hydraulic design projects that have necessitated permanent water quality best management practices (BMPs) and WPAP/CZP submittals in the Edwards Aquifer Recharge and Contributing zone. Our drainage facilities team brings a unique set of qualifications to the project having not only Central Texas experience conducting hydrologic and hydraulic modeling, water quality modeling and evaluation of BMPs, and hydraulic design, but also roadway and drainage improvement experience on numerous projects in Minnesota, where every project has a significant drainage design element. Below is just a sample of our team's experience with drainage/water quality design for projects similar to CR 201:

Similar Project, Location	Relevance
CR 272 Cedar Park, TX	Hydrology, hydraulic floodplain modeling of Brushy Creek to show no adverse impacts, multi-box culvert design. The design included the ability for the roadway to overtop in larger storm events.
CR 176 at RM 2243 Road Widening and Extension Williamson County, TX	TCEQ Edwards Aquifer WPAP permitting, roadway drainage design, accommodating Karst features.
RM 967 Improvements Hays County, TX	Hydrology, culvert modeling and design, TCEQ Edwards Aquifer WPAP permitting.
US183 at Walton Way Cedar Park, TX	Hydrology and culvert modeling and design.
US 290 at Trautwein Road Hays County, TX	Hydrology and culvert modeling.

Knowledge, Skills, and Abilities to Benefit Williamson County: Earth knows from her background in project management and drainage design that drainage is a key component of all projects. She is known for her collaboration with roadway and structural leads, permitting agencies and the client to ensure optimized design with no adverse hydraulic impacts. Her unique skills were used on the CR 272 Crossing of Brushy Creek project where the proposed roadway crossing was designed to over top in large storm events. In addition, the crossing was designed so that there were no adverse impacts on the FEMA floodplain upstream.

Section Six. Structures Planning and/or Design Experience

The WSB team has delivered many multi-phase planning and PS&E projects for Williamson County, and in in central Texas. PM Dan Rogers and structures task lead, Carl Osberg, have experience managing and designing a wide range of structural engineering, civil engineering and transportation engineering projects that have included river crossings, interchanges, direct connectors, bridge class box culverts, and retaining walls.

There is not a major bridge structure expected within the project limits; however, there are culvert crossings that appear to overtop so there could be a need for box culverts, walls, or other minor structures as part of the design. Carl will make certain that structure designs satisfy the project criteria, as well as the needs of Williamson County. Carl will be supported by WSB's bridge and structures group that prides itself on delivering high-quality plans and calculations to provide cost-effective, timely, state-of-the-art, and context sensitive solutions that are in accordance with local requirements. Below is a list of structures planning and/or design projects similar to CR 201:

Similar Project, Location	Relevance
CR 176 Williamson County, TX	42" diameter RCP foundation design.
CR 272 Cedar Park, TX	Bridge class box culvert design – 8, 7' x 7' boxes across Brushy Creek. The crossing was designed to overtop during large storm events.
RM 967 Hays County, TX	RCP and box culvert design at nine locations.
Highway 371 Four-Lane Expansion Nisswa, MN	Bridge class box culvert design – 18' x 6'; This project also involved roadway and trail bridge design and was delivered using design/build.

Knowledge, Skills, and Abilities to Benefit Williamson County: Williamson County will benefit by having a structures team that understands preferences and lessons learned from multiple Williamson County projects that are seamlessly incorporated into any structural design. PM Dan Rogers, structures task leader Carl Osberg, and the rest of the team will apply this knowledge to ensure that the structures are well planned, feasible, economically efficient and coordinated with the Roadway and drainage task leads while accounting for impacts identified by the Environmental team.

Section Seven. Current Workload/Availability of Project Team



Dan Rogers, PE
PROJECT MANAGER

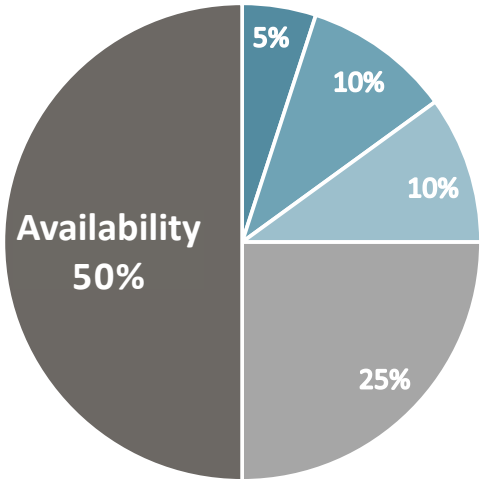
Current Projects (Completion)

- RM 967 (Mar 2021)
- US 290 (May 2021)
- FM 2770 Project (May 2021)

Current Proposals

- Ronald Reagan Boulevard Planning Project

Williamson County Time Commitment



Availability as of March 2021



Marc Drouin, PE
ROADWAY

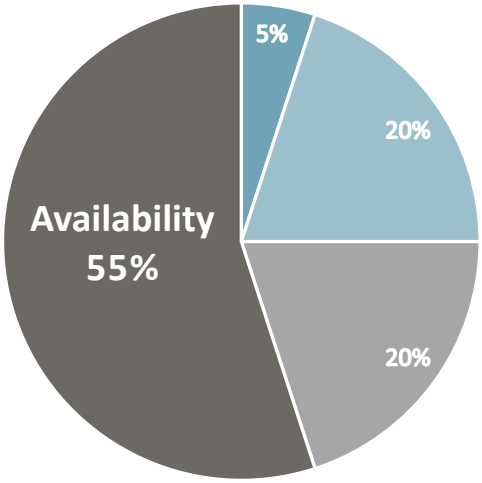
Current Projects (Completion)

- RM 967 (Mar 2021)
- TH 169 Elk River (June 2021)

Current Proposals

- Ronald Reagan Boulevard Planning Project

Williamson County Time Commitment



Availability as of March 2021



Earth Evans, PE
DRAINAGE

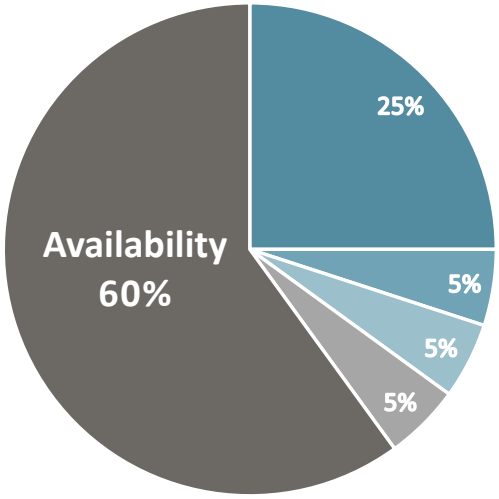
Current Projects (Completion)

- TH 169 Elk River (June 2021)
- I-94 Maple Grove to Rogers (Oct 2021)
- Hwy 14 (Oct 2021)

Current Proposals

- Ronald Reagan Boulevard Planning Project

Williamson County Time Commitment



Availability as of March 2021

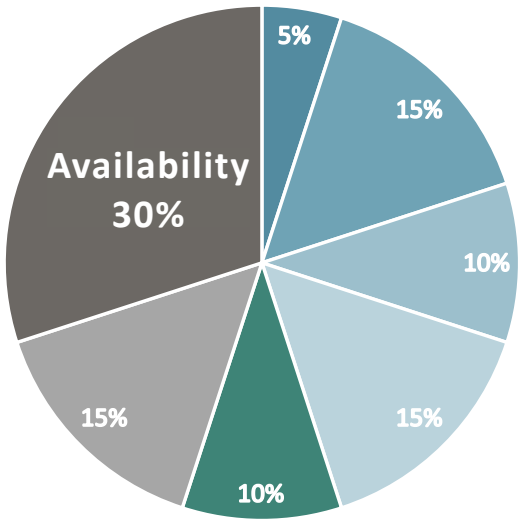


Carl Osberg, PE
STRUCTURAL

Current Projects (Completion)

- Hays County at Trautwein Road (Mar 2021)
- MnDOT CMGC TH 169 Elk River Bridge & Walls (July 2021)
- Fillmore County Bundled Bridges (May 2021)
- Melrose County Bridge Replacement and Dam Repair (Oct 2021)
- Hormel Dam Evaluation and Improvement Alternatives (Mar 2021)

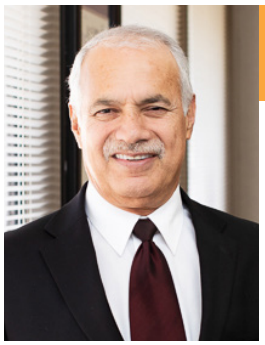
Williamson County Time Commitment



Availability as of March 2021

Current Proposals

- I-494 Minnesota River Bridge Rating and Rehabilitation
- Cook County Bridge Replacements



Bob Haseman, PE
QA/QC

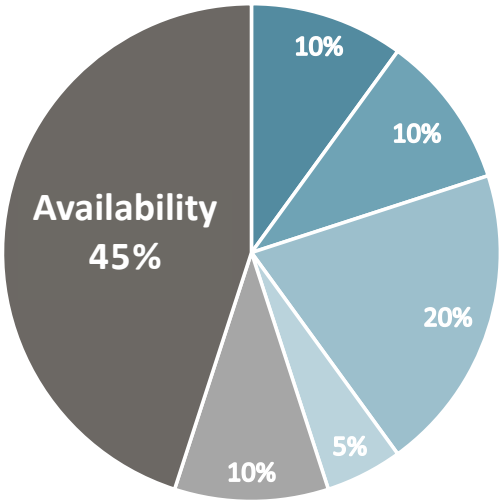
Current Projects (Completion)

- Aldine Westfield Phase II (TBD)
- Salt Water Ditch Improvements Phase I (Mar 2021)
- 48” & 36” Large Diameter Watermain Improvements (Dec 2021)
- TSU Corridor Improvements at Blodgett St., Tierwester St. and Rosewood St. (Apr 2021)

Current Proposals

- City of Houston Sewer Rehabilitation Program

Williamson County Time Commitment



Availability as of March 2021

Section Eight. Understanding of the Project

The County can be confident that the WSB team will deliver a plan for interim and ultimate project improvements that meet Williamson County goals and provide a blueprint for the community and landowners as they plan for future development. After the improvements are identified, the team will set the right-of-way (ROW) footprint needed for development to the ultimate configuration. WSB will also coordinate with the County's environmental consultant related to necessary documentation and clearances needed including Edwards Aquifer permitting. To meet these project goals, WSB has assembled a team with proven Williamson County design and permitting experience led by a trusted PM that knows what it takes to deliver successful projects.



The WSB team has provided extensive engineering services for Williamson County. We have firsthand knowledge of challenges of the CR 201 Project and understand the County's expectations. The WSB team is dedicated, available, and equipped to address the CR 201 project constraints that include Edwards Aquifer Contributing Zone permitting.

The following outlines our understanding of the various project needs, as well as highlighting our approach:

Design: The project will be developed as an ultimate urban MAD 6 arterial. Planning for an initial MAU2 that transitions to a MAD 4 prior to MAD 6 will be part of the development process. Roadway geometrics, environmental permitting, TCEQ EACZ permitting, and utility relocation be accounted for to allow efficient multi-stage project development. The project will be designed in compliance with Williamson County design requirements and will account for current and expected development within the corridor.

Right of Way: The Williamson County Design Criteria Manual indicates a 136' wide ROW for typical MAD 6 urban facilities. Dan and the team used a 130' ROW footprint on recent similar projects and understand how to design the required phased improvements into the corridor. If the project will ultimately include a shared use path, additional ROW (typically an additional 10') will be included.

Drainage and Water Quality: There are two CMP cross drainage culverts that have evidence of frequent overtopping. These will be analyzed to determine a configuration that meets the interim and ultimate County drainage requirements without unnecessary replacement. Existing ditches are not well defined, so appropriate drainage facilities will be designed in coordination with TCEQ approved BMPs. Culverts will be designed for intersecting driveways and cross streets. We will analyze the potential impacts related to cross-drainage features to determine if detention or grading is required. If the ultimate configuration requires filtration and retention ponds, we will identify additional ROW or easement needs if required.

Survey: We will coordinate with the County's selected surveyor to collect the required topography, utility information, and asset inventory. We will also coordinate with the surveyor to provide the necessary right-of-way mapping.

Environmental Documentation and Clearance: A constraints map of key items will be used to foster open communication to "avoid, minimize, and mitigate". The necessary environmental documentation required to clear the project will be coordinated with the County's selected environmental consultant.

Estimates of Probable Cost: Project cost estimates will be provided at each milestone submittal. Capacity improvements for the corridor will be phased to identify cost-effective solutions that can be built in the near term and can be expanded as traffic increases and funding becomes available.

Stakeholder Coordination: We will coordinate with the County's Public Involvement (PI) service provider and will support these efforts, as necessary. We will provide graphics and details related to the schematic design and be available for public and other stakeholder meetings as well.



EXPERIENCE:
32 years

REGISTRATION:
Professional Engineer - Texas #88794

EDUCATION:
Bachelor of Science in Civil Engineering, Texas A&M University

OFFICE LOCATION:
Austin, TX

Dan Rogers, PE

PROJECT MANAGER

Dan has over 32 years of transportation engineering experience in Central Texas. He has developed schematic layouts and plans, specifications, and estimates (PS&E) for county roads, city streets, arterials, highways, major highways, and freeways. His experience primarily focuses on roadway design, but he is also experienced with surveying, planning, traffic engineering, environmental permitting, construction engineering, utility conflict resolution and design, hydraulic design, cost estimating, and bidding. Dan has served as a Project Manager and Lead Designer for projects at the state, county, and municipal level.

Relevant Project Experience:

US 79 | Williamson County, TX | Williamson County | Role: Project Manager and Lead Roadway Designer

Dan served as the project manager and lead designer for a 17-mile schematic for approval by TxDOT and FHWA. Dan developed horizontal and vertical alignments and all roadway geometrics, including crossover locations and dimensions for converting a 4-lane 44' highway to a 4-lane divided highway expandable to a 6-lane facility. Dan also developed all roadway design details for PS&E for 5 miles of the corridor from Taylor to East of Thrall.

Ronald Reagan Intersections | Williamson County, TX | Williamson County | Role: Project Manager and Lead Design Engineer

Dan served as the project manager and lead design engineer. In this role he led a traffic operations study to identify proposed intersection safety and operational improvements and developed PS&E to construct those improvements at the Silver Spur Blvd. and Sun City Blvd. intersections on Ronald Reagan Blvd. Dan was responsible for developing roadway geometrics including horizontal and vertical alignments, and for developing/obtaining the TCEQ Edwards Aquifer Recharge Zone permit. The project is currently under construction.

CR 214 Phase II | Williamson County, TX | Williamson County | Role: Project Manager and Lead Roadway Designer

Dan served as the project manager and lead designer on this project which included a 3.5-mile route study and schematic for interim and ultimate conditions. Dan developed horizontal and vertical alignments and all roadway geometrics needed to improve a 2-lane 20' road to a 2-lane road with shoulders that is expandable to a 6-lane divided facility.

CR 214 Phase II-A | Williamson County, TX | Williamson County | Role: Project Manager and Lead Roadway Designer

Dan served as project manager and developed all roadway design details, including horizontal and vertical alignments, traffic control plan, signing and striping, and cross sections for widening the existing CR 214 roadway from Rolling Hills Road to San Gabriel Ranch Road.

CR 176 at RM 2243 Road Widening and Extension | Williamson County, TX | Williamson County | Role: Project Manager and Lead Roadway Designer

Dan served as the project manager and lead designer for extending CR 176 approximately 2,000 feet on a new alignment and adding paved shoulders to 1500' of the existing roadway.. The project also included notch and widen construction to provide a left-turn lane and wider shoulders on RM 2243. Dan was actively involved in every aspect of PS&E development. Dan's team was responsible for all aspects of design, including roadway, traffic control plan, signing and striping, and temporary/permanent erosion control/ Edwards Aquifer Recharge Zone permitting. One of the project's complexities involved developing sufficient interim and ultimate design details needed to meet interim and ultimate TCEQ EARZ permitting requirements. The design resulted in an inverse crowned roadway that will utilize vegetative filter strips in the first and second phases of project development, then convert to storm sewer drainage and filtration basins for the ultimate design. The project is under construction and Dan is providing services as needed.

SH 130 Project | Williamson County, TX | TXDOT TTA DIVISION | Role: Lead Roadway Designer

Dan served as the lead designer for a 10-member design team. Dan directed the team in developing a geometric design schematic and PS&E for 11 miles of tolled freeway on a new alignment from IH35 to US 79. Dan developed initial horizontal and vertical alignments and related roadway geometrics. Dan and his team were responsible for all roadway design details needed for design-build construction. Dan also developed the project-wide specification package which included specifications, special provisions, special specifications, and general notes for the entire 49-mile project.

City of Cedar Park 4b Turn Lane Project | Williamson County, TX | City of Cedar Park | Role: Project Manager and Lead Roadway and Drainage Designer

Dan served as the project manager and lead roadway/drainage designer, and was responsible for developing all horizontal and vertical alignments, cross sections, drainage design and hydrology/hydraulics, signing and striping details, and temporary and permanent erosion controls. The project added safety improvements at nine intersections. Four of the locations were on TxDOT facilities and five were on City of Cedar Park roadways. One of the project's challenges was using both TxDOT and City of Austin specifications in a single bidding document. PS&E development is complete, and the project under construction.

Cypress Creek Road at US 183 | Williamson County, TX | City of Cedar Park | Role: Project Manager and Lead Roadway and Drainage Designer

Dan served as the project manager and lead roadway/drainage designer. He was responsible for developing all horizontal and vertical alignments, cross sections, drainage design and hydrology/hydraulics, ADA compliant pedestrian facilities, illumination, and traffic signal modifications.

Riviera Drive Emergency Access Road | Williamson County, TX | City of Cedar Park | Role: Project Manager and Lead Roadway and Drainage Designer

Dan served as the project manager and lead roadway/drainage designer. He developed all horizontal and vertical alignments, drainage design and hydrology/hydraulics, traffic control plan, cross sections, and tree well design details.

CR 200 at SH 29 | Williamson County, TX | Williamson County | Role: Lead Roadway Designer

Dan served as the lead roadway design engineer on this project, developing horizontal and vertical alignments and related roadway design details and cross sections. Dan was also responsible for traffic signal revision design.

CR 200 from CMTA RR to Stagecoach Drive | Williamson County | Williamson County | Role: Lead Roadway Designer

Dan served as the lead roadway design engineer, developing all horizontal and vertical alignments and related roadway design and cross sections.

CR 237 | Williamson County, TX | Williamson County | Role: Project Manager and Lead Roadway Designer

Dan served as project manager and lead designer and developed all roadway design details, including horizontal and vertical alignments, traffic control plan, signing and striping, and cross sections for widening CR 237 from Reagan Blvd. to IH35.

CR 424 | Williamson County, TX | Williamson County | Role: Roadway Task Lead

Dan served as the roadway task lead for this off-system bridge project. Dan developed horizontal and vertical alignments, roadway design details, traffic control plan, and cross sections.

CR 406 | Williamson County, TX | Williamson County | Role: Roadway Task Lead

Dan served as the roadway task lead for this off-system bridge project. Dan developed horizontal and vertical alignments, roadway design details, traffic control plan, and cross sections.

CR 200 at Bold Sundown | Williamson County, TX | Williamson County |Role Lead Roadway Designer

Dan served as lead roadway design engineer, developing all horizontal and vertical alignments and related roadway design details and cross sections.

IH 35 | Hays County, TX | TxDOT | Role: Project Manager and Lead Roadway Design

Dan served as the project manager and lead roadway design engineer on this project that added a third main travel lane in each direction from Yarrington Road to Loop 82 (north). Dan was responsible for all roadway design, including all horizontal and vertical alignments for all main lane, ramp, and frontage road improvements. Several ramps were converted from diamond approach to X ramp pattern and a new main travel lane overpass was added at River Ridge Parkway. The frontage roads were also converted from 2-way traffic to one-way. Dan developed the Interchange Justification Report that was used to obtain approval for the new overpass and diamond interchange. Dan also developed the TCP traffic control plan and illumination details.

IH 35 | Hays County, TX | TxDOT | Role: Project Manager and Lead Roadway Design

Dan served as the project manager and lead roadway design engineer on this project that added a third main travel lane in each direction on IH35 from Loop 82 (north) to SH 123. Dan was responsible for all roadway design, including all horizontal and vertical alignments for all main lane, ramp, and frontage road improvements. All the ramps along this segment were converted from diamond approach to X ramp pattern. New bridge structures were constructed over the San Marcos River and Willow Branch Creek. Dan also developed the TCP traffic control plan and illumination details. As part of this project a schematic was developed for the corridor from Yarrington Road to SH 123. Dan led the coordination and schematic approval effort for FHWA coordination and approval of the schematic.

Loop 1 (Mopac) at FM 734 (Parmer Lane) | Austin, TX | TxDOT | Role: Project Manager

Dan served as the project manager for widening the FM 734 bridge and its approaches over Loop 1. A collector-distributor bridge was constructed for SB Loop 1 traffic and a bypass of the FM 734 signal was added for the NB Loop 1 traffic. Dan

coordinated staff activities for structural, traffic control, signing and striping, drainage, ITS, and traffic signal designs and utility conflict resolution. He also coordinated with surveying and roadway design subcontractors. One of the complexities of this project was coordinating with the CMTA RR to construct a new bridge over the railroad. Dan actively pursued CMTA approval so that the project schedule was not seriously impacted by the railroad's approval process.

US 183 at Walton Way | Cedar Park, TX | City of Cedar Park | Role: Project Manager and Lead Roadway and Drainage Designer

Dan was project manager and lead roadway and drainage designer on this project that improved intersection geometrics by converting a left turn lane to a dual left turn lane and adding a right turn lane. He developed all horizontal and vertical alignments, drainage design and hydrology/hydraulics, signing and striping, cross sections, and intersection details.

RM 967 West of FM 1626 | Hays County, TX | Hays County | Role: Project Manager and Lead Roadway Designer

Dan is the project manager and lead designer for this project. The project includes shoulder widening and adding a center turn lane. Dan is actively involved in every aspect of PS&E development. Dan's team is responsible for all design elements including roadway, traffic control plan, drainage, signing and striping, and temporary/permanent erosion control/Edwards Aquifer Recharge Zone permitting. PS&E is in the final design stage.

US 290 at Trautwein Road | Hays County, TX | Hays County | Role: Project Manager and Lead Roadway Designer

Dan is the project manager and lead designer on this project that is widening US 290 to provide a right turn deceleration lane and widening the travel lanes on Trautwein Road and adding paved shoulders. Dan is actively involved in every aspect of PS&E development. Dan's design team is responsible for all design, including roadway, traffic control plan, drainage, signing and striping, and temporary/permanent erosion control/Edwards Aquifer Recharge Zone permitting. WSB is designing both temporary and permanent traffic signals for this intersection and related safety geometric improvements. PS&E is at 90 percent design.

US 290 at Roy Rivers Road | Elgin, TX | Malone Wheeler Inc. | Role: Project Manager and Lead Roadway Designer

Dan served as the project manager and lead designer for this project. The project provided a right-turn deceleration lane, shoulders, drainage improvements, and widened Roy Rivers Road. Dan was responsible for developing horizontal and vertical alignments, roadway, drainage, traffic control, signing and striping, erosion control, and cross section design. Dan also provided construction phase services.

RM 1826 at RM 967 | Hays County, TX | Hays County, TX | Hays County | Role: Project Manager and Lead Roadway and Drainage Designer

Dan served as the project manager and lead designer for developing dedicated turn lanes at the intersection and paved shoulders on both roads. Dan was responsible for developing horizontal and vertical alignments and roadway geometrics. Dan developed all drainage design, traffic control plan, erosion control, and signing and striping details for the project.

Darden Hill Road at RM 1826 | Hays County, TX | Hays County | Role: Project Manager and Lead Roadway Designer

Dan served as the project manager and lead designer on this project. The project provided a right-turn deceleration lane, a center left-turn lane, shoulders, and drainage improvements. The project also realigned an intersecting roadway to improve sight distance on RM 1826. Dan was responsible for all designs, including horizontal and vertical alignments, roadway, drainage, traffic control, signing and striping, erosion control, and cross sections. Dan also provided construction phase services.



FIRM:
WSB

EXPERIENCE:
7 years

REGISTRATION:
Professional Engineer - Texas #131636

EDUCATION:
Bachelor of Science in Civil Engineering, Texas A&M University

OFFICE LOCATION:
Austin, TX

Marc Drouin, PE

ROADWAY DESIGN LEAD

Marc has more than five years of experience working as a consultant in transportation engineering. He has project experience at the schematic and plans, specifications, and estimates (PS&E) design levels for various facilities ranging from rural roadways to multi-lane freeways. He has worked on numerous successful projects with multiple stakeholders that required detailed attention to both local city and state design criteria. His background working for multiple clients and jurisdictions in Texas, including the Harris County Toll Road Authority, Montgomery County Toll Road Authority, Harris County, Hays County, City of Cedar Park, City of College Station, Texas Department of Transportation (TxDOT) Dallas District, TxDOT Austin District and TxDOT Fort Worth District, has given him an appreciation for various client needs.

Relevant Project Experience:

Ronald Reagan Intersections | Williamson County, TX | Williamson County | Role: Roadway Design

Marc provided design support for this project, which included a traffic operations study to identify proposed intersection safety and operational improvements and developed PS&E to construct those improvements at the Silver Spur Blvd. and Sun City Blvd. intersections on Ronald Reagan Blvd. Marc developed roadway geometrics including horizontal and vertical alignments, and for developing/obtaining the TCEQ Edwards Aquifer Recharge Zone permit. The project is currently under construction.

Krienke Ranch Roach (CR 272) Creek Crossing | Cedar Park, TX| Role: Roadway Design

This project involved the replacement of a low water crossing at Brushy Creek and Krienke Ranch Road and the necessary roadway improvements. Hydraulic analysis of the proposed structure was required to determine the culvert size, layout, and design, without inundating the roadway up to the two-year storm event, requiring a LOMR, or a Nationwide Permit. During PS&E design, Marc designed mortared rock riprap around the limits of the proposed culvert safety end treatment to protect the sloped embankment and roadway against another potential washout. Marc also provided plans detailing roadway, signing and pavement markings, traffic control, drainage, erosion control, utility, and required easements and ROW.

Cedar Park Turn Lanes Project | Cedar Park, TX | City of Cedar Park | Role: Roadway Design

The Cedar Park Turn Lanes Project involved the design of intersection improvements at nine total intersections along Lakeline Boulevard, Whitestone Boulevard, and Ronald Reagan Boulevard. The addition of (primarily) right turn deceleration lanes, the extension of a left turn lane, the modification of pedestrian facilities including sidewalk and curb ramps, traffic signal improvements, and utility relocation were the focus of the design. Marc took over design efforts to detail the intersection improvements and assembly the PS&E package. With facilities along the three roadways owned by both the City of Cedar and TxDOT, two plans sets were developed to follow each entity's design standards and bid codes. For each of the intersections, Marc provided plans detailing their roadway improvements, signing and pavement markings, traffic control, drainage, erosion control, utility, and traffic signal, as required on each of the nine intersections.

US 290 at Trautwein Road | Hays County, TX | Hays County | Role: Roadway Design & 3D Modeling

Marc provided design support for this project, which includes widening US 290 to provide a right turn deceleration lane and widening the travel lanes on Trautwein Road and adding paved shoulders. Marc and developed designs, including roadway, traffic control plan, drainage, signing and striping, and temporary/permanent erosion control/Edwards Aquifer Recharge Zone permitting. This project includes both temporary and permanent traffic signals for this intersection and related safety geometric improvements. Marc developed a 3D model for this project, which included a number of retaining walls and significant grading. The model was critical to minimizing the number of retaining walls in the design. The PS&E are at 90 percent design

RM 967 Widening | Buda, TX | Hays County | Role: Roadway Design

This project was a 3R safety project to add a continuous two-way left turn lane, pavement shoulders, and add several right turn deceleration lanes at three schools within the project limits. Notch and widen construction was used for most of the 1.9 miles of roadway improvements within the project limits, with 1,100 feet utilizing full-depth reconstruction for profile adjustment. For this project, Marc lead the development of the Traffic Control Plan (TCP) and assisted in the development and design of the roadway details, driveway design, and erosion control plans. Marc also developed and detailed intersection plan and profile sheets for the six intersections within the project limits. Marc developed and detailed intersection plan and profile sheets for the six intersections within the project limits. An additional intersection detail plan sheet at a smaller scale was also generated to provide finer details to the proposed intersection improvements.

2017 Whitestone Blvd and Lakeline Blvd Turn Lanes | Cedar Park, TX | Role: Roadway Design

The project included the addition of right turn deceleration lanes, extension of a left turn lane, modification of pedestrian facilities, including sidewalk and curb ramps, traffic signal improvements, and utility relocations were the focus of the design. Marc took over design efforts mid-project to finalize the intersection improvements and assemble the PS&E package. For each of the intersections as required, Marc provided plans detailing their roadway, signing and pavement markings, traffic control, drainage, erosion control, utility, and traffic signal improvements. Marc also assembled all the required documents on behalf of the client to initiate a RAS reviewal process and worked with the RAS during their plan review to update the plans accordingly, required by TDLR.

Schuelke Road | Niederwald, TX | Caldwell County | Role: Roadway Design

Marc served as a design engineer on the Schuelke Road project, responsible for the development of the Traffic Control Plan (TCP). One of four SH 130 Concession Funded Caldwell County projects, the Schuelke Road project involved removing and replacing the existing pavement structure from the top of the existing subgrade, for the 6.2- mile roadway that varied in width from 14 to 20 feet within a 60-foot right-of-way (ROW) and widened it to 24 feet in width. Marc initiated an 811 call for the buried utilities to be located, coordinated efforts with survey to locate those marked lines, and performed quality Level D Subsurface Utility Engineering (SUE) efforts to locate existing utilities. All located existing utilities within the project were detailed on a utility conflict table.

Fagan Lane Project | Tomball, TX | Role: Roadway Design

Project involved both schematic and PS&E levels of design for a new two-lane concrete roadway approximately 5,800’ long built in Precinct 4 of NW Harris County. During the schematic phase, Marc initiated an 811 call for existing buried utilities located and coordinated efforts with the survey subconsultant. Marc performed additional quality Level D SUE research to identify buried utilities and detailed them in a utility conflict table. During the PS&E stage, quality Level A SUE was scoped to exactly locate the depth of multiple buried shallow pipelines.



EXPERIENCE:
20 years

REGISTRATION:
Professional Engineer - Texas #129722

EDUCATION:
Master of Civil Engineering, University of Minnesota, 2007

Bachelor of Science in Civil Engineering, University of North Dakota, 1997

OFFICE LOCATION:
Minneapolis, MN

Earth Evans, PE

DRAINAGE TASK LEAD

As a project engineer and project manager for technically diverse projects in water resources, Earth takes projects from planning and preliminary engineering through design and construction. She is a technical expert in hydrologic and hydraulic modeling, flood damage reduction and floodplain modeling, water quality modeling and evaluation of best management practices (BMPs), permitting, and hydraulic design. Earth has in-depth knowledge of Texas Department of Transportation (TxDOT) and state requirements. In her experience, she has coordinated extensively with local, regional, and state permitting agencies on numerous linear projects. This process has been invaluable in facilitating designs that meet requirements and streamline the permitting process.

Relevant Project Experience:

Cedar Park 272 Crossing of Brushy Creek |Cedar Park, TX | City of Cedar Park | Role: River Hydraulics Lead

Earth led the bridge hydraulic analysis for the Cedar Park 272 crossing of Brushy Creek. The creek is a designated FEMA Zone AE floodplain and the hydraulic design conveys the 2-year flow in the proposed series of box culverts while meeting conditions of a No Rise. The existing culverts are significantly undersized, resulting in frequent overtopping and washout of the roadway. During design, Earth evaluated multiple conditions to provide additional conveyance capacity while minimizing the impacts to reduce permit requirements and meet the project schedule.

RM 967 Improvements | Hays County, TX | TXDOT | Role: Water Resources Task Lead

Earth led the drainage design for the proposed improvements to RM 967 in Hays County, TX. The project consists of widening and reconstruction of the existing roadway, grading, and drainage improvements. A hydraulic and hydrologic analysis was performed on existing culvert crossings within the project limits to determine if they meet current TxDOT standards. New culverts are proposed at locations where the existing culverts do not meet current standards. HY-8 was used for the analysis and design of the culverts.

Willmar Wye | Willmar, MN | MnDOT District 8 | Role: Hydraulics Task Lead

Earth was the hydraulics lead for the preliminary drainage design for the Willmar Wye project. This project required extensive coordination with Burlington Northern Santa Fe railroad, MnDOT, Kandiyohi County and the city of Willmar. The proposed trunk highway and county roads are primarily

rural section which required close coordination with the roadway team to design the ditch section to maintain existing drainage patterns. The drainage design included temporary and permanent BMP design, multiple culverts, FEMA floodplain analysis for Hawk Creek for four proposed bridges, and several existing bridges including risk assessments and hydraulic analysis, and assistance with the environmental documents.

TH 169/TH 41 (TIGER) Project | Jackson Township, MN | Scott County | Role: Hydraulics Task Lead

Earth was the hydraulics lead responsible for drainage design, including 30%, 60% and final design plans, quantities, hydrologic/hydraulic modeling, bridge hydraulic analysis and risk assessments, assistance with environmental documentation, and temporary drainage design. The project required detailed drainage cost splits for multiple funding sources. The project includes a diverging diamond interchange (DDI) at TH 16/TH 41/CSAH 78, a CSAH 14 overpass at TH 169, ramps, roadway realignments, and numerous frontage roads.

Corridors of Commerce: Preliminary Scoping | MN | MnDOT Central Office | Role: Hydraulics Task Lead

Earth was the hydraulics lead for drainage cost estimates for the project. The drainage team utilized historical MnDOT construction costs to determine drainage percentage of the total cost for rural, urban, and interchanges. The team also estimated risk for permitting complexity and right-of-way needs for BMPs. These methods allowed for rapid and transparent drainage estimates.

I-35W MnPASS | Roseville to Lino Lake, MN | MnDOT Metro | Role: Drainage Task Lead

Earth is leading the team that is completing oversight for the 35W MnPASS North Design Build project between Roseville and Blaine. Earth's team is responsible for reviewing for compliance with MnDOT requirements and the contract requirements. The project is located entirely within Rice Creek Watershed District and requires extensive coordination with the permitting agency to address temporary construction impacts, jurisdictional ditch crossings, floodplain impacts and water quality compliance. Earth's team is also responsible for reviewing drainage infrastructure videos and providing replacement recommendations based on condition.

I-494/Rockford Interchange | Plymouth, MN | City of Plymouth | Role: Drainage Task Lead

Earth was responsible for managing the team that designed preliminary and final drainage infrastructure, BMPs, permitting and temporary drainage systems required for phasing. The project is located within BCWMC and SCWMC and required extensive agency coordination. Additional reviewers included State Aid, MnDOT Water Resources, Hennepin County and the City of Plymouth. Storm sewer design for I-494 to avoid the new bridge footings and abutments was required. Close coordination was required for staging to reduce the construction schedule due to the high traffic volumes at this interchange. The proposed drainage system connects into the City's existing storm sewer system. WSB reviewed videos of the existing system, determined what improvements were needed to the existing infrastructure, and designed the improvements.

I-94 Unbonded Overlay | Maple Grove to Rogers, MN | MnDOT Metro | Role: Hydraulics Task Lead

Earth was the hydraulics lead for the preliminary drainage design and permitting for the project. The drainage design includes temporary and permanent BMP design, existing and proposed hydraulic/hydrologic modeling, identify right-of-way impacts for BMPs, utility coordination, culvert video inspection and ratings based on MnDOT's HydInfra, FEMA floodplain analysis, bridge risk assessments and hydraulic analysis, assistance with environmental documents, evaluation and minimizing wetland and DNR impacts, coordination and submittals to the

permitting agencies. Earth's thorough evaluation and extensive coordination for this project facilitated streamlined permitting approvals.

Southwest Light Rail Transit (SWLRT) | Hopkins, Minnetonka, and Eden Prairie, MN | Metro Transit | Role: Hydraulics Task Lead

Earth is managing the water resources team completing the erosion and sediment control design, storm sewer design, permitting, bridge and wall drainage to meet MnDOT requirements. The project consists of construction of approximately 14.5 miles of light rail, paved trails, road reconstruction, and park-and-rides and light rail stations.

TH 169 Reconstruction | Champlin, MN | City of Champlin | Role: Hydraulics Lead

This project consists of approximately 4,000 lineal feet of reconstruction of TH 169 in Champlin, including replacement of the two existing bridge crossings of Elm Creek, storm sewer improvements, and reconstruction of portions of Dayton Road, Miller Road and West River Road. The project required extensive permit agency coordination with WMWMC, ECWMC, DNR for public water impacts, floodplain impacts within a FEMA floodplain, storm water management requirements and erosion and sediment control. The design also included a complicated temporary drainage design to facilitate staging of TH 169 to maintain traffic during construction.

Mill Pond Improvements | Champlin, MN | City of Champlin | Role: Hydraulics Task Lead

Earth led multiple phases of the Mill Pond Improvements including the hydraulic modeling and FEMA CLOMR and LOMR permitting for the dam, levee, box culvert and other flood control improvements; presentations to residents, City Staff and Council regarding the FEMA process and impacts; levee design to meet FEMA requirements; assistance with environmental documentation; drainage design and DNR and Watershed permitting for TH 169 improvements adjacent to Mill Pond; coordination with the DNR regarding lake drawdown requirements and schedule; evaluation of floodplain impacts due to the TH 169 improvements and identification of alternatives, preliminary and final design of compensatory floodplain storage; TH 169 bridge hydraulic analysis and risk assessments; design of water quality BMPs as feasible upstream of Mill Pond; hydraulic analysis and DNR Dam Safety permitting for the Elm Creek Dam; concept level evaluation of Mill Pond habitat restoration and bathymetric mapping; coordination of Mill Pond sampling; evaluation of historical aerials to estimate sediment loading; support in preparing grant application materials and meeting with agency members to garner support for the project; and quality control review of shoreland and habitat restoration quantities.

I-35W Minnesota River Bridge | Burnsville, MN | MnDOT Metro | Role: Drainage Task Lead

Earth assisted with oversight of this project, including review of the 2D modeling of the Minnesota River, review of temporary drainage including scupper spacing on the bridge deck, and review for compliance with the contract related to catch basin spacing, culvert design, BMPs, and storm sewer design.

77th Street Underpass | Richfield, MN | MnDOT| Role: Drainage Task Lead

Earth was responsible for managing the team that designed preliminary and final drainage infrastructure, BMPs and permitting. The project included design of an underground chamber system to mitigate storage volume lost in the public park, drainage improvements for the park facilities, design of the underpass drainage system to meet spread requirements and conveyance for the 100-year design storm event, and re-routing of the MnDOT TH 77 drainage system around the proposed underpass. The MnDOT TH 77 system discharges into the I-494 storm sewer which is undersized. The project incorporated surge basins and backflow preventers to improve the conveyance of the TH 77 system and prevent backflow from the downstream system from flooding the underpass.

CSAH 3 Reconstruction | Sauk Rapids, MN |Benton County |Role: Hydraulics Task Lead

This project consisted of approximately 4,700 lineal feet of road reconstruction in a fully developed urban corridor. Earth was responsible for managing the team that designed preliminary and final drainage infrastructure, BMPs and permitting. The hydraulic design required connection to several existing storm sewer systems with capacity limitations. Earth's team sized BMPs to meet water quality requirements using MIDS and to meet rate control requirements to not impact the downstream system.

CSAH 24 Reconstruction | St. Francis, MN |Anoka County |Role: Hydraulics Task Lead

This project consisted of approximately 2,000 lineal feet of road reconstruction and widening, construction of two roundabouts and storm sewer improvements. The roadway is located in a fully developed corridor, adjacent to several wetlands, with limited existing storm sewer infrastructure. Earth assisted with preliminary and final drainage design, sizing of BMPs and permitting. The project is located upstream of the Rum River, a designated Scenic and Recreational River Segment, and therefore required additional erosion and sediment control measures and a more stringent water quality BMP design.



EXPERIENCE:
21 years

REGISTRATION:
Professional Engineer
TX #127227
MN #42732
WI #43120-6
SD #11586
ND #PE-8314
NE #E-14420
IA #21330
CO #56206

EDUCATION:
Master of Science in Structural Engineering, University of Minnesota, 1999

Bachelor of Science in Civil Engineering, South Dakota School of Mines & Technology, 1997

OFFICE LOCATION:
Minneapolis, MN

Carl Osberg,

STRUCTURAL TASK LEAD

Carl has over 21 years of structural studies, design and management experience with bridges, tunnels, walls, dams, facilities and buildings from concept through construction – including new design, rehabilitation/retrofit, monitoring, cost estimating. He has studied or designed over 100 bridges, 30 culverts, 500 retaining walls, 300 noise walls, 10 tunnels, and 50 facilities. As Structural Engineering Lead, he will organize and coordinate the alternatives study and design tasks, as well as perform quality checks. Carl will frequently and clearly communicate progress and issues with the project manager and team. He will make certain he is available on short notice for work requests, reviews, meetings/site visits.

Relevant Project Experience:

Cedar Park 272 Crossing of Brushy Creek |Cedar Park, TX | City of Cedar Park | Role: Structural Lead
Carl developed the structural design for the Cedar Park 272 crossing of Brushy Creek. The creek is a designated FEMA Zone AE floodplain and the hydraulic design conveys the 2-year flow in the proposed series of box culverts while meeting conditions of a No Rise. The existing culverts were replaced with a series of box culverts designed to overtop in larger storm events. The hydraulic and structural design accounted for the planned overtopping.

US 290 at Trautwein Road | Hays County, TX | Hays County | Role: Structural Lead
Carl is serving as Lead Structural Engineer for the alternatives study and final design of three retaining walls constructed to minimize right-of-way impacts caused by widening and improvement to Trautwein Road and US 290. Two of the walls are 20' tall concrete drilled shaft for top down construction. The third wall is a 5' tall unreinforced prefabricated large block wall. Carl has submitted his 60% plan review for comments. PS&E is at 90 percent design.

Historic Zumbro Dam Rehabilitation | Mazeppa, MN | Rochester Public Utilities | Role: Project Manager & Lead Structural Engineer
Carl performed the analysis and design, as well as created the construction documents for the rehabilitation of this 100-year-old historic concrete powerhouse and walkway facilities. All repair details were reviewed by the State Historic Preservation Office/followed Secretary of Interior (SOI) Standards.

Swedish Immigrant Trail | Chisago County, MN | Chisago County |Role: Lead Structural Engineer
Carl performed final design and construction administration activities for these single span pedestrian truss bridges carrying the Swedish Immigrant Trail over

Lawrence Creek, gorges and other unnamed streams. The span lengths vary from 115'-0" to 160'-0".

Historic Union Depot Renovation | St. Paul, MN | RCRRA | Role: Lead Structural Engineer
Carl was the Lead Structural Engineer for this project which included the inspection, assessment, retrofit design and construction administration of this 100-year-old train station. This project encompassed over 1 million ft2 and consisted of inspecting and improving the existing concrete train deck slab, substructures, as well as, adding many new structural components including: structural deck, columns, parapets, micropile and composite footings, retaining walls, train platforms, a 3-span pedestrian bridge, a 5-span bus ramp bridge; and a 5-span train bridge.

Steele County Bridges | Owatonna, MN | MNDOT District 6 | Role: Lead Structural Engineer
Carl served as Structure's Lead for the design and construction of eight prestressed girder bridges (Bridge Nos.74821, 74822, 74823, 74824, 74839, 74840, 74841, and 74842), and two heavily skewed steel plate girder bridges (Bridge No. 74843 and 74844) carrying I-35 and TH 14 over railroads and rivers. Carl oversaw all structural design components of these bridges.

Southwest Light Rail Transit (SWLRT) Bridge and Walls | Eden Prairie, MN | Metropolitan Council | Role: Structural Engineer
Carl was the engineer for the preliminary design and preliminary plans of five tie-back soldier pile retaining walls along the SWLRT corridor. Carl also performed quality reviews and checking of the design for the Southwest Station Bridge in Eden Prairie.

Lake Wobegon Trail Bridge (R0665) | Waite Park, MN | Stearns and Todd county | Role: Structural Engineer
Carl performed the final design activities for this single span pedestrian truss bridge carrying the Wobegon Trail over the Sauk River. The span length is 200'-0" - one of the longest pedestrian bridge spans in Minnesota. Due to the soil condition, one abutment is on piles while the other is on a spread footing socketed into bedrock.

Vermillion River Trail Bridge | Hastings, MN | City of Hastings | Role: Structural Engineer
Carl performed the preliminary and final design activities for this two-span kinked truss pedestrian bridge along the Vermillion River gorge. Geotechnical conditions were a challenging aspect due to adjacent gorge and sinkholes.

Midtown Greenway Historic Bridge Rehabilitations | Minneapolis, MN | City of Minneapolis | Role: Lead Bridge Engineer
Carl served as lead bridge engineer for the rehabilitation of three historic concrete slab bridges along the Midtown Greenway Trail near Lake of the Isles as a part of a larger trail improvement project. The work included conducting bridge inspections and preparing bridge repair details in compliance with the Secretary of the Interior (SOI) Standards for Historic Structures.

Highway 371 Four-Lane Expansion | Nisswa to Jenkins, MN | MNDOT | Role: Structural Design Manager
Carl was structure's design manager for the design and construction of two prestressed girder bridges (Bridge Nos. 18002 and 18009 – carrying Paul Bunyan Trail) over TH 371, a two-span truss bridge (Bridge No. R0727) carrying Paul Bunyan Trail over wetlands and a three-sided precast culvert (Bridge No. 18X06) carrying TH 371 over Cullen Brook Stream. Project challenges included an aggressive project schedule and a strong emphasis on architectural treatments.

Opus Area Trail Bridge Improvements | Minnetonka, MN | City of Minnetonka | Role: Lead Bridge Engineer
Carl served as the lead bridge engineer for the preliminary and final design and construction of 10 single span bridges using ABC technologies. The bridge type selected for all the bridges was a concrete slab superstructure with innovative

Geosynthetic Reinforced Soil (GRS) abutments. These abutments have been designed using a GRS structural system and consist of large modular blocks with closely spaced layers of geosynthetic reinforcement and compacted granular fill material. GRS has been used for a variety of earthwork applications since the U.S. Forest Service first used it to build walls for roads in steep mountain terrain in the 1970s. Since then, the technology has evolved into the GRS Integrated Bridge System (IBS), a fast, cost-effective method of creating bridge support that blends the roadway into the superstructure. This method has significant value when employed for small, single-span structures such as the Opus bridges. Carl's responsibilities included structures quality review and documentation, structural design and design checking, and collaboration with other disciplines (design staff). This project was on time and under budget.

CSAH 101 Improvements: Bridge, Causeway and Walls | Wayzata, MN | Hennepin County | Role: Lead Structural Engineer
Carl performed preliminary and final design activities for a replacement bridge carrying CSAH 101 over BNSF tracks and historic corridor. The single-span precast girder bridge utilized short rectangular prestressed beams in lieu of post-tensioned concrete to accommodate speedy construction, avoid formwork, increase clearance and minimize disruption of railroad service. The design included a causeway trail design and multiple retaining walls.

Minot Air Force Base Hanger Remodel | Minot, ND | City of Minot | Role: Lead Structural Engineer
Lead Structural Engineer for this B-52 hanger remodeling project (10,000 sft changed to three-story offices, locker rooms, classrooms).

Wright-Patterson Air Force Base, Auto Hobby Center | Dayton, OH | City of Dayton | Role: Lead Structural Engineer
Lead Structural Engineer for the design and construction of this community hobby center (framing, classrooms, auto maintenance, wood shop, car wash and vacuum center), managed the specifications, design and detailing for the foundations, steel framing, precast walls and roof planks, as well as the lateral bracing. In addition to the IBC and ASCE codes, used the military UFC codes, and a blast force of 175 psf was included in the design.

Fort Stewart Automated Sniper Range Complex | Savannah, GA | City of Savannah | Role: Lead Structural Engineer
Lead Structural Engineer for the design and construction for this seven-building facility (control tower, aerated latrine, covered mess bldg, covered bleacher bldg, office bldg, ammunition bldg, administration bldg).

Fort Carson Buildings | Colorado Springs, CO | City of Colorado Springs | Role: Structural Engineer
Structural Engineer for the design and construction of this design-build project encompassing 6 buildings (6 company operations facilities - COFs) totaling 300,000 sft.

Fort Lewis Buildings | Tacoma, WA | City of Tacoma | Role: Structural Engineer
Structural Engineer for the design and construction of this design-build project encompassing 12 buildings (5 HQs, 4 COFs, and 3 other structures) totaling 500,000 sft.

Beal Air Force Base, Car Wash | Sacramento, CA | City of Sacramento | Role: Structural Engineer
Lead Structural Engineer for the design and construction of this car wash and vacuum center, designed and detailed the foundations, steel and concrete.

Minnesota Valley Transit Authority – Parking Garage Rehabilitation | Burnsville, MN | Minnesota Transit Authority (MVTA) | Role: Project Manager & Structural Engineer
Carl performed final design activities for the rehabilitation of an existing three-story stair structure servicing a post-tensioned concrete parking ramp that was severely deteriorated. The work involved inspecting, designing, and administering construction of repairs to the steel structure and post-tensioned concrete.



EXPERIENCE:
34 years

REGISTRATION:
Professional Engineer - Texas #68184

EDUCATION:
Bachelor of Science in Civil Engineering, University of Houston, 1985

OFFICE LOCATION:
Houston, TX

Bob Haseman, PE

QA/QC

Bob has over 34 years of progressive experience as a design engineer, project engineer, project manager, and Chief Engineer. He has worked on both transportation and public works type projects. His engineering activities have included the design of large and small diameter waterlines, storm water drainage, urban water transmission lines, streets, roadways, interchanges, signing and pavement markings, traffic control, site grading, and general civil engineering assignments. His attention to detail and the level of his accomplishments have received high praise from clients, including State and local government agencies. Throughout his years of continued development, Bob has demonstrated outstanding engineering competence and understanding of client needs.

Relevant Project Experience:

Broadway Reconstruction IH-45 to Airport Blvd. | Houston, TX | City of Houston | Role: Project Manager

Provided roadway design for 10,000 LF of reconstruction of Broadway Street; a 4-lane divided boulevard, including drainage and storm sewers evaluation, design of new waterlines, new storm sewer laterals, inlets adding new 48" – 60" RCP main trunk, new 12" – 48" sanitary sewer lines, traffic control plan, SWPPP, new traffic signals, street lighting, and pavement markings and signing design. The Broadway project was selected as an APWA Texas Chapter project of the Year for 2017.

Broadway Street Paving & Drainage IH-45 to Old Galveston Road | Houston, TX | City of Houston | Role: Project Manager

Provided roadway design for the reconstruction of Broadway Street —a distance of 1.7 miles. Project limits intersect 21 streets, 13 tree-leg intersections, 8 four-leg intersections, and tributaries of Sims Bayou, IH-610 frontage road, and Market Rail Road. Scope included improved utilities, new storm sewer trunk lines, new storm sewer laterals and inlets, replacement of existing water lines, wheel chair ramps, curbs and sidewalks, new traffic signals, traffic control plan, SWPPP, and street lighting.

60-Inch Waterline Along Glen Valley | Houston, TX | City of Houston | Role: Project Manager

As Project Manager, Bob designed 7,400 LF of 60-inch waterline— including 900 LF by tunneling method; existing 8-inch water lines were upgraded / upsized to 8-inch and 12-inch water lines; 11,000 LF; sanitary sewer lines, 8-inch and 15-inch; 2,500 LF; and entire storm systems were improved to include inlets and RCP ranging from 24-inch to 48-inch. The project also

consisted of the total reconstruction of roadway, 9,000 LF.

Coastal Water Authority Dual 96" Pipeline | Houston, TX | City of Houston | Role: Project Manager

As Project Manager for this effort, Bob designed approximately 1 mile of the dual 96-inch RWTP, prepared plan and profile and details, calculated steel pipe wall thickness, prepared site grading plan along the project limits to balance cut and fill, reviewed specifications and details, and assisted with procurements.

60-Inch Waterline Along Glen Valley | Houston, TX | City of Houston | Role: Project Manager

As Project Manager, Bob designed 7,400 LF of 60-inch waterline— including 900 LF by tunneling method; existing 8-inch water lines were upgraded / upsized to 8-inch and 12-inch water lines — 11,000 LF; sanitary sewer lines, 8-inch and 15-inch — 2,500 LF; and entire storm systems were improved to include inlets and RCP ranging from 24-inch to 48-inch. Project also consisted of the total reconstruction of roadway, 9,000 LF.

WHCRWA 84" and 66" Diameter Pipeline, Section C | Houston, TX | City of Houston | Role: Project Manager

As Project Manager, Bob designed approximately 1 mile of 84-inch surface water supply pipeline (SWSP), 1 mile of 66-inch CIP Waterline, and 2,000 LF of total neighborhood roadway reconstruction. Scope of work also included pavement removal and replacements, regrading roadside ditches, site restoration (removal and replacement of parking lots and walkways/bikeways), TCP, public utility adjustments, and SW3P for the entire length of the project.

State Highway 99, Grand Parkway Segment D | Houston, TX | City of Houston | Role: Project Manager

Provided roadway design for Fort Bend Toll Road (SH 99) Segment D, Section 9 —a distance of 0.9 mile. Scope included widening of existing mainlanes, new mainlanes, new mainlane bridge over Bellaire Boulevard, twin 3-span prestreessed concrete girder bridges with Tx-54 girders, bridge layouts, superstructure and substructure design, and construction documents.

Coastal Water Authority (CWA) Luce Bayou Interbasin Transfer Project; Interim Access Road Design at Capers Ridge Site | Houston, TX | City of Houston | Role: Project Manager

Provided roadway design for approximately 5.5 miles of roadway, Construction Management, and Inspection Services. Roadway geometry design was implemented to ensure the access road would survive heavy traffic loads of the Construction Phase of the access road and during CWA's ongoing Luce Bayou Interbasin Transfer Project in Liberty County, TX.

Shepherd and Durham Paving & Drainage; From Dickson to Washington | Houston, TX | City of Houston | Role: Project Manager

Provided roadway design reconstruction for 2,300 LF of Durham and 2,200 LF of Shepherd. Scope included total reconstruction, new sidewalks and wheel chair ramps; construction of a bike lane; new storm sewer trunk lines; new storm sewer laterals and inlets; replacement of existing water lines; removal/replacement of sanitary sewer lines and manholes; utility adjustments; removal/replacement of traffic signals; traffic control plan; SWPPP; street lighting; and pavement markings and signing design.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

_____

Signature of vendor doing business with the governmental entity

1/4/2021

Date

Commissioners Court - Regular Session **41.**

Meeting Date: 03/09/2021

Corridor C Agreement

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a possession and use agreement and grazing lease with J.A. Davidson, Pamela G. Martin, Dennis L. Davidson and James A. Davidson Jr. for right of way needed on the Corridor C project (Parcel 11 Pats 2 & 3). Funding Source: Road Bonds P459

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Davidson PUA

Davidson Grazing Lease

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:34 AM

Form Started By: Charlie Crossfield Started On: 03/04/2021 08:17 AM

Final Approval Date: 03/04/2021

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS §
§ Parcel No.: 11, Parts 2 & 3
COUNTY OF WILLIAMSON § Project: CR 111

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between WILLIAMSON COUNTY, TEXAS ("Grantee"), and J.A. DAVIDSON HOLDINGS, LP, PAMELA G. MARTIN, DENNIS L. DAVIDSON, AND JAMES A DAVIDSON JR (the "Grantor" whether one or more), grants to the Grantee, its contractors, agents and all others deemed necessary by the Grantee, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing Corridor C and related drainage and utility adjustments (the "Project"). The property subject to this Agreement is described more fully in field notes, plat map or other description (attached as "Exhibit A") and made a part of this Agreement by reference (the "Property").

1. For the consideration from the Grantee which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, and conveys to Grantee the right of entry and exclusive possession and use of the Property for the purpose of constructing a roadway, utility adjustments and all related appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Projects. This Possession and Use Agreement will extend to the Grantee, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the Grantee in the future, and all others deemed necessary by the Grantee for the purpose of the Projects. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property only.

2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the Grantee will tender to the Grantor the sum of EIGHT HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY-TWO and 00/100 Dollars ($803,682.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. Grantee will be entitled to take possession and use of the Property upon tender of payment as set out herein, subject to the conditions in paragraph 14 below, if any. The parties agree that the sum tendered represents 90% of the Grantee's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the Grantee's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the Grantee in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the Grantee has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the Grantee, the Grantor will promptly refund the overpayment to the Grantee.



3. The effective date of this Agreement will be December 11, 2020 (the "Effective Date").

4. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances except as disclosed to Grantee in that certain title commitment numbered 1933226-KFO effective August 27, 2019 by Independence Title Company, and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the Grantee from all unreleased or undisclosed liens, claims or encumbrances affecting the Property. The above made warranties are made by Grantor and accepted by Grantee subject the following:

   A. Visible and apparent easements not appearing of record;

   B. Any discrepancies, conflicts or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,

   C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the Grantee in the Property, for negotiation or eminent domain proceeding purposes, will be February 12, 2021. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), Grantee shall tender the difference to the registry of the court within 45 (forty-five) days.

6. This Agreement is made with the understanding that the Grantee will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the Grantee, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The Grantee's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the Grantee institutes or has instituted eminent domain proceedings, the Grantee will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the Grantee until entry of judgment.

8. The purpose of this Agreement is to allow the Grantee to proceed with its Project without delay and to allow the Grantor to avoid proceeding with condemnation litigation at the current time and continue voluntary investigation and negotiation for the proposed Property acquisition.

9. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the Grantee to take and use all other minerals and materials thereon, and thereunder.

10. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property until the Effective Date, including prorated taxes until the Effective Date for the year in which the Grantee takes title to the Property. Grantor's property tax obligation shall be in accordance with the Texas Tax Code Section 26.11.

11. Notwithstanding the acquisition of right of possession to the Property by the Grantee in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the Grantee acquires title to the Property either by negotiation, settlement, or final court judgment.

12. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.

13. It is agreed the Grantee will record this document.

14. Other conditions: N/A

15. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive and sole possession of the Property pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: Davidson Brothers
Dennis L Davidson PTR

At no time during the possession of the Property by Grantee for the purposes described herein shall Grantor be denied reasonable access and/or ingress to or egress from the remainder of Grantor's land for its current uses without prior advance agreement between Grantor/Tenant and Grantee.

As an additional form of consideration for this Agreement, Grantee agrees that it shall lease back to Grantor that additional land included in Parcel 11, Parts 1, 2 and 3, that is needed for the Ultimate Phase of the Project. Said lease shall be in accordance and have terms consistent with that certain Grazing Lease executed by the parties contemporaneously with this Agreement and is herein incorporated by reference.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the Grantee and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR: J.A. DAVIDSON HOLDINGS, LP

By: Dennis L. Davidson, President of
J.A. Davidson, Inc., General Partner

Dennis L. Davidson

GRANTOR:

By: _____

PAMELA G MARTIN

GRANTOR:

By: Dennis L. Davidson

DENNIS L. DAVIDSON

GRANTOR:

By: James A. Davidson Jr.

JAMES A DAVIDSON JR

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13 day of January, 2021 by , in the capacity and for the purposes and consideration recited herein.

Person

DIANE LALLA
Notary Public
State of Texas
ID # 11194058
My Comm. Expires 04-20-2022

Diane Lalla

Notary Public, State of Texas
Printed Name: Diane Lalla
My Commission Expires: 4-20-2022

GRANTOR: J.A. DAVIDSON HOLDINGS, LP

By:_____

GRANTOR:

By: Pamela G. Martin
PAMELA G. MARTIN

GRANTOR:

By:_____
DENNIS L. DAVIDSON

GRANTOR:

By:_____
JAMES A DAVIDSON JR

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by _____, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 14th day of January, 2021 by PAMELA G. MARTIN, in the capacity and for the purposes and consideration recited herein.

DEEDEE K. JONES
Notary Public, State of Texas
Comm. Expires 08-01-2022
Notary ID 131666213

Deedee K Jones
Notary Public, State of Texas
Printed Name: Deedee K Jones
My Commission Expires: 08-01-2022

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by DENNIS L. DAVIDSON, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by JAMES A DAVIDSON JR, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by PAMELA G. MARTIN, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires:

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13 day of January, 2021 by DENNIS L. DAVIDSON, in the capacity and for the purposes and consideration recited herein.

Diane Lalla
Notary Public, State of Texas
Printed Name: Diane Lalla
My Commission Expires:
4-20-2022

DIANE LALLA
Notary Public
State of Texas
ID # 11194058
My Comm. Expires 04-20-2022

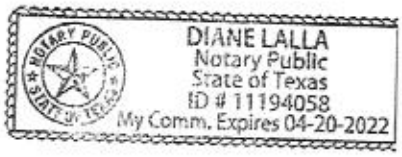
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the 13 day of January, 2021 by JAMES A DAVIDSON JR, in the capacity and for the purposes and consideration recited herein.

Diane Lalla
Notary Public, State of Texas
Printed Name: Diane Lalla
My Commission Expires:
4-20-2022



GRANTEE:

Williamson County, TEXAS

By: _____
Address: 710 Main St, Ste 101
Bill Gravell, Jr.
County Judge

Georgetown, Texas 78626

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ___ day of _____, 2021 by Bill Gravell, in the capacity and for the purposes and consideration recited herein.

_____
Notary Public, State of Texas
Printed Name:_____
My Commission Expires

EXHIBIT A
PROPERTY DESCRIPTION FOR PARCEL 11, PART 2

DESCRIPTION OF A 29.534 ACRE (1,286,502 SQUARE FOOT), TRACT OF LAND SITUATED IN THE WOODRUFF STUBBLEFIELD SURVEY, ABSTRACT NO. 556 AND THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 92.0 ACRE TRACT 6 (DESCRIBED IN VOLUME 401, PAGE 225 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS), A PORTION OF THE REMAINDER OF THAT CALLED 134.09 ACRE TRACT 7 (DESCRIBED IN VOLUME 401, PAGE 217 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS) AND A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 CITED AND/OR DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO CITED AND/OR DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 29.534 ACRE (1,286,502 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found, being an angle point in the northerly boundary line of said remainder of the 134.09 acre Tract 7, same being in the southerly boundary line of that called 80.35 acre tract of land described in Special Warranty Deed to Davidson Brothers Partnership recorded in Document No. 2011088303 of the Official Public Records of Williamson County, Texas, said boundary line established by Boundary Line and Reciprocal Easement Agreement described in Document No. 199729468 of the Official Records of Williamson County, Texas;

THENCE, with the common boundary line of said remainder of Tract 7 and said 80.35 acre tract, N 54°49'39" E for a distance of 95.50 feet to an iron rod with aluminum cap stamped "ROW 4933" (Grid Coordinates determined as N=10206705.87, E=3158779.55 TxSPC Zone 4203) set 170.05 feet left of proposed County Road (C.R.) 106 baseline station 131+30.27 in the proposed westerly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies), being an angle point in the northerly boundary line of said remainder of Tract 7, same being the southeasterly corner of said 80.35 acre tract, for the northwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** continuing with said common boundary line, same being said proposed westerly ROW line, **N 09°25'00" W** for a distance of **68.75** feet to a calculated point in the approximate centerline of Mankin's Branch, being an angle point in the northerly boundary of said remainder of Tract 7, same being an angle point in the easterly boundary line of said 80.35 acre tract, also being the southwesterly corner of the remainder of that called 144.83 acre (Tract I) described in Special Warranty Deed to Georgetown Independent School District recorded in Document No. 2003103794 of the Official Public Records of Williamson County, Texas;

THENCE, departing said 80.35 acre tract and said proposed westerly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of the 144.83 acre tract, being the approximate centerline of said Mankin's Branch the following five (5) courses:

2) **N 27°06'42" E** for a distance of **54.16** feet to an angle point;

3) **N 16°07'22" E** for a distance of **48.06** feet to an angle point;

4) **N 03°14'25" W** for a distance of **41.19** feet to an angle point;

5) **N 20°07'23" E** for a distance of **144.78** feet to an angle point;

6) **N 29°03'44" E** for a distance of **68.04** feet to a point in the proposed easterly ROW line of said C.R. 106 100.00 feet right of proposed C.R. 106 baseline station 134+40.65, for an angle point, and from which, the northeasterly corner of said remainder of Tract 7, same being the northwesterly corner of said remainder of Tract 2 bears, with said common boundary line, N 29°55'07" E at a distance of 70.7 feet;

7) **THENCE,** departing said remainder of the 144.83 acre boundary line, same being said approximate centerline of Mankin's Branch, through the interior of said remainder of Tract 7, with said proposed easterly ROW line, along a curve to the left, passing at an arc distance of 100.00 feet an iron rod with aluminum cap stamped "REF WITNESS ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 133+38.61 and continuing for a total delta angle of **06°05'36",** a radius of **4900.00** feet, an arc length of **521.10** feet and a chord which bears **S 27°01'23" E** for a distance of **520.86** feet to an iron rod with aluminum cap stamped "ROW 4933" set 100.00 feet right of proposed C.R. 106 baseline station 129+08.93 in the easterly boundary line of said remainder of Tract 7, same being the westerly boundary line of said remainder of Tract 2, also being in the ostensible survey line of said Woodruff Stubblefield and the J. F. Ferguson Survey, for a point of non-tangency;

8) **THENCE**, continuing in said proposed easterly ROW line, with the common boundary line of said remainder of Tract 7 and said remainder of Tract 2, same being said ostensible survey line, **S 20°58'46" E** for a distance of **126.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 127+83.79, for an angle point;

THENCE, departing said Tract 7, same being said ostensible survey line, through the interior of said remainder of Tract 2, with in part the proposed ROW line of said C.R. 106 and in part the proposed ROW line of Corridor C (ROW width varies), the following seven (7) courses:

9) **S 30°03'33" E** for a distance of **261.74** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline PT station 125+22.04, for the beginning of a curve to the right;

10) Along said curve to the right, having a delta angle of **05°56'05",** a radius of **5080.00** feet, an arc length of **526.18** feet and a chord which bears **S 27°05'31" E** for a distance of **525.94** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet right of proposed C.R. 106 baseline station 120+04.15 and 367.49 feet left of proposed Corridor C baseline station 233+94.01, for a point of non-tangency;

11) **N 85°45'20" E** for a distance of **141.06** feet to an iron rod with aluminum cap stamped "ROW 4933" set 230.20 feet left of proposed Corridor C baseline station 234+26.40, for an angle point;

12) **N 15°38'08" E** for a distance of **95.41** feet to an iron rod with aluminum cap stamped "ROW 4933" set 219.22 feet left of proposed Corridor C baseline station 235+21.18, for the beginning of a curve to the left;

13) Along said curve to the left, having a delta angle of **06°36'21",** a radius of **3950.00** feet, an arc length of **455.41** feet and a chord which bears **N 12°19'57" E** for a distance of **455.16** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 239+75.58, for a point of tangency;

14) **N 09°01'47" E** for a distance of **453.52** feet to an iron rod with aluminum cap stamped "ROW 4933" set 193.00 feet left of proposed Corridor C baseline station 244+29.10, being the beginning of a curve to the right;

15) Along said curve to the right, having a delta angle of **01°44'33",** a radius of **2393.00** feet, an arc length of **72.77** feet and a chord which bears **N 09°54'03" E** for a distance of **72.77** feet to a calculated point 193.00 feet left of proposed Corridor C baseline station 244+96.00 in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, also being the southerly boundary line of that called 33.16 acre tract of land (Exhibit "C") described in Warranty Deed to the City of Georgetown recorded in Document No. 2004004043 of the Official Public Records of Williamson County, Texas, for an angle point, and from which the calculated westerly corner of said 33.16 acre tract, in the approximate centerline of said Mankin's Branch, same being the northerly boundary line of said remainder of Tract 2, bears, with a direct tie line, N 65°05'11" W at a distance of 483.94 feet;

THENCE, departing said proposed ROW line, with the common boundary line of said remainder of Tract 2 and said 33.16 acre tract, with the record (Doc. No. 2004004043) meander lines of said Mankin's Branch, the following three (3) courses:

16) **N 76°42'03" E** for a distance of **202.77** feet to a calculated angle point;

17) **N 85°37'01" E** for a distance of **169.96** feet to a calculated angle point;

18) **S 64°45'37" E** for a distance of **43.92** feet to a calculated point 195.34 feet right of proposed Corridor C baseline station 246+23.56, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

THENCE, departing said 33.16 acre tract, same being the approximate centerline of said Mankin's Branch, through the interior of said remainder of Tract 2, with the proposed easterly ROW line, the following six (6) courses:

19) Along a curve to the left, having a delta angle of **07°59'34",** a radius of **2007.00** feet, an arc length of **279.98** feet and a chord which bears **S 09°58'35" W** for a distance of **279.75** feet to an iron rod with aluminum cap stamped "ROW 4933" set 198.55 feet right of proposed Corridor C baseline station 243+26.35, for a point of tangency;

20) **S 05°58'48" W** for a distance of **508.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 225.62 feet right of proposed Corridor C baseline station 238+18.09, for an ell corner;

21) **S 84°01'12" E** for a distance of **30.00** feet to an iron rod with aluminum cap stamped "ROW 4933" set 255.58 feet right of proposed Corridor C baseline station 238+19.68, for an ell corner;

22) **S 05°58'48" W** for a distance of **371.11** feet to an iron rod with aluminum cap stamped "ROW 4933" set 275.32 feet right of proposed Corridor C baseline station 234+49.10, for the beginning of a curve to the right;

23) Along said curve to the right, having a delta angle of **13°00'35",** a radius of **3080.00** feet, an arc length of **699.35** feet and a chord which bears **S 12°29'05" W** for a distance of **697.84** feet to an iron rod with aluminum cap stamped "ROW 4933" set 269.91 feet right of proposed Corridor C baseline station 227+82.93, for a point of tangency;

24) **S 18°59'23" W** for a distance of **226.98** feet to an iron rod with aluminum cap stamped "ROW 4933" set 262.12 feet right of proposed Corridor C baseline station 225+67.53, being in the northerly boundary line of that called 0.783 acre (Tract 2) described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the southeasterly corner of the herein described tract;

25) **THENCE,** departing said proposed easterly ROW line, with the common boundary of said remainder of Tract 2 and said 0.783 acre tract, **S 73°15'41" W** for a distance of **95.91** feet to a calculated point in the ostensible easterly ROW line of C.R. 106, being the northwesterly corner of said 0.783 acre tract, same being an ell corner in the westerly boundary line of said remainder of Tract 2, for an ell corner of the herein described tract, and from which, a 1 1/4" ID pipe found, being the southwesterly corner of said remainder of Tract 2 bears S 21°19'31" E at a distance of 1098.17 feet;

THENCE, departing said 0.783 acre tract, with the existing ostensible easterly and northerly ROW lines of C.R. 106, generally along an existing fence, same being the westerly boundary line of said remainder of Tract 2, the following three (3) courses:

26) **N 21°45'33" W** for a distance of **292.83** feet to a calculated angle point;

27) **N 56°33'34" W** for a distance of **43.41** feet to a calculated angle point;

28) **S 78°24'04" W** for a distance of **22.47** feet to a large cedar fence corner post in the westerly boundary line of said remainder of Tract 2, same being the easterly boundary line of said remainder of Tract 6, for an angle point herein;

29) **THENCE**, departing said remainder of Tract 2, with the existing ostensible northerly ROW line of said C.R. 106, **S 75°43'07" W** for a distance of **326.20** feet to an iron rod with aluminum cap stamped "ROW 4933" set 347.82 feet left of proposed C.R. 106 baseline station 113+57.82 and 341.12 feet left of proposed Corridor C baseline station 225+61.07 in the proposed westerly ROW line of said C.R. 106, for the southwesterly corner of the herein described tract;

THENCE, departing said ostensible northerly ROW line of C.R. 106, through the interior of said remainder of Tract 6 and said remainder of Tract 7, with the proposed westerly ROW line of said C.R. 106, the following five (5) courses:

30) Along a non-tangent curve to the left, having a delta angle of **34°15'23"**, a radius of **1906.00** feet, an arc length of **1139.58** feet and a chord which bears **N 10°09'11" W** for a distance of **1122.68** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline station 124+72.68, for a point of tangency;

31) **N 29°46'35" W** for a distance of **48.58** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PT station 125+22.04, for an angle point;

32) **N 30°03'33" W** for a distance of **387.78** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R. 106 baseline PC station 129+09.82, for the beginning of a curve to the right;

33) Along said curve to the right, having a delta angle of **02°31'34"**, a radius of **5080.00** feet, an arc length of **223.98** feet and a chord which bears **N 28°47'46" W** for a distance of **223.96** feet to an iron rod with aluminum cap stamped "ROW 4933" set 80.00 feet left of proposed C.R 106 baseline station 131+30.27, for a point of non-tangency;

34) **S 62°28'01" W** for a distance of **90.05** feet to the **POINT OF BEGINNING**, containing 29.534 acre, (1,286,502 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made partially on the ground and partially from record information under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

M. Stephen Truesdale 3DEC 2019

M. Stephen Truesdale
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

Date

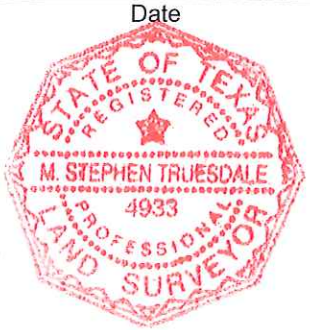
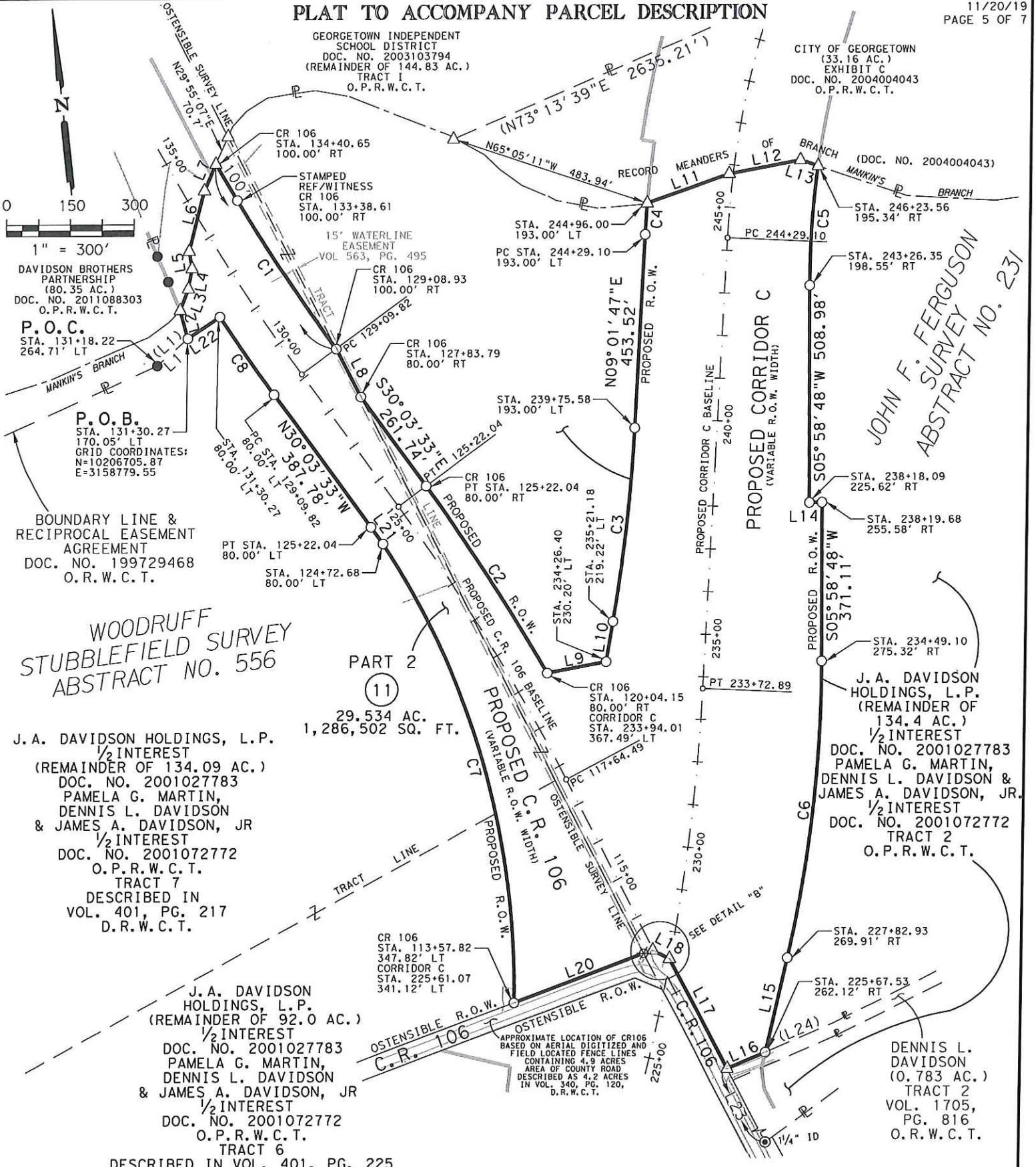


EXHIBIT "A"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



INLAND GEODETICS, LLC
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

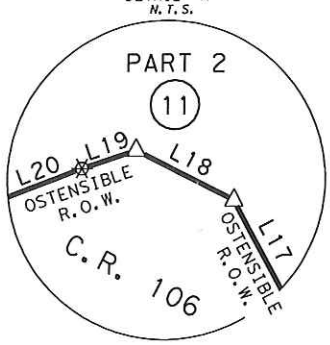
SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-REV.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

DETAIL "A"
N.T.S.



NUMBER	DIRECTION	DISTANCE
L1	N54°49'39"E	95.50'
(L1)	(N59°56'E)	(95.50')
L2	N09°25'00"W	68.75'
L3	N27°06'42"E	54.16'
L4	N16°07'22"E	48.06'
L5	N03°14'25"W	41.19'
L6	N20°07'23"E	144.78'
L7	N29°03'44"E	68.04'
L8	S20°58'46"E	126.74'
L9	N85°45'20"E	141.06'
L10	N15°38'08"E	95.41'
L11	N76°42'03"E	202.77'
L12	N85°37'01"E	169.96'

NUMBER	DIRECTION	DISTANCE
L13	S64°45'37"E	43.92'
L14	S84°01'12"E	30.00'
L15	S18°59'23"W	226.98'
L16	S73°15'41"W	95.91'
L17	N21°45'33"W	292.83'
L18	N56°33'34"W	43.41'
L19	S78°24'04"W	22.47'
L20	S75°43'07"W	326.20'
L21	N29°46'35"W	48.58'
L22	S62°28'01"W	90.05'
L23	S21°19'31"E	1098.17'
(L23)	(S18°58'55"E)	(1098.17')
(L24)	(N75°36'45"E)	(269.0')

NUMBER	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	06°05'36"	4900.00'	521.10'	520.86'	S27°01'23"E
C2	05°56'05"	5080.00'	526.18'	525.94'	S27°05'31"E
C3	06°36'21"	3950.00'	455.41'	455.16'	N12°19'57"E
C4	01°44'33"	2393.00'	72.77'	72.77'	N09°54'03"E
C5	07°59'34"	2007.00'	279.98'	279.75'	S09°58'35"W
C6	13°00'35"	3080.00'	699.35'	697.84'	S12°29'05"W
C7	34°15'23"	1906.00'	1139.58'	1122.68'	N10°09'11"W
C8	02°31'34"	5080.00'	223.98'	223.96'	N28°47'46"W

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251

PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-REV.dgn

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

■	TXDOT TYPE I CONCRETE MONUMENT FOUND
□	IRON ROD FOUND W/TXDOT ALUMINUM CAP
●	½" IRON ROD FOUND UNLESS NOTED
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✡	FENCE POST FOUND
△	CALCULATED POINT
○	IRON ROD W/ ALUMINUM CAP STAMPED "ROW-4933" SET (UNLESS NOTED OTHERWISE)
◉	IRON PIPE FOUND
⊛	AXLE FOUND
℄ ℙ	PROPERTY LINE
( )	RECORD INFORMATION
	LINE BREAK
	LAND HOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
N.T.S.	NOT TO SCALE
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS

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I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE PARTIALLY ON THE GROUND AND PARTIALLY FROM RECORD INFORMATION UNDER MY DIRECT SUPERVISION.

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. Stephen Truesdale 3DEC 2019

M. STEPHEN TRUESDALE DATE:
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS, LLC
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TX 78681

	ACRES	SQUARE FEET
ACQUISITION PART 2	29.534	1,286,502
ACQUISITION PART 3	1.223	53,291
TOTAL ACQUISITION	30.757	1,339,793
DEED AREA	238.904	10,406,642
REMAINDER AREA	208.147	9,066,849

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PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 300'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 2

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 2\PARCEL 11-PART 2-DAVIDSON-PG2-REV.dgn

County: Williamson
Parcel: 11 Part 3
Project: Corridor C

November 20, 2019

EXHIBIT B
PROPERTY DESCRIPTION FOR PARCEL 11 PART 3

DESCRIPTION OF A 1.223 ACRE (53,291 SQUARE FOOT), TRACT OF LAND SITUATED IN THE JOHN F. FERGUSEN SURVEY, ABSTRACT NO. 231 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF THAT CALLED 134.4 ACRE TRACT 2 DESCRIBED IN WARRANTY DEED TO J. A. DAVIDSON HOLDINGS, L.P. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001027783 AND ALSO DESCRIBED IN EXECUTOR'S DISTRIBUTION DEED TO PAMELA G. MARTIN, DENNIS L. DAVIDSON AND JAMES A. DAVIDSON JR. (UNDIVIDED 1/2 INTEREST) RECORDED IN DOCUMENT NO. 2001072772 BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 1.223 ACRE (53,291 SQUARE FOOT) TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1 1/4" ID iron pipe found, being the southwesterly corner of the remainder of said Tract 2, same being an angle point in the ostensible easterly Right-of-Way (ROW) line of said C.R. 106 (ROW width varies);

THENCE, with the westerly boundary line of said remainder of Tract 2, same being said ostensible easterly ROW line, N 21°19'31" W for a distance of 112.78 feet to an iron rod with aluminum cap stamped "ROW 4933" set 868.25 feet right of proposed Corridor C baseline station 218+71.34 and 24.08 feet right of C.R. 106 baseline station 100+00.00 (Grid Coordinates determined as N=10203939.86, E=3160224.62 TxSPC Zone 4203), in said ostensible easterly ROW line of C.R. 106, for the southwesterly corner and **POINT OF BEGINNING** of the herein described tract;

1) **THENCE,** departing said proposed easterly ROW line, with the westerly boundary line of said remainder of Tract 2, same being said ostensible existing easterly ROW line, **N 21°19'31" W** for a distance of **955.38** feet to a calculated ell corner in the westerly boundary line of said remainder of Tract 2, same being the southwesterly corner of that called 0.783 acre (Tract Two) tract described in Warranty Deed With Vendor's Lien to Dennis L. Davidson recorded in Volume 1705, Page 816 of the Official Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

2) **THENCE,** departing said ostensible easterly ROW line, with the common boundary line of said remainder of Tract 2 and said 0.783 acre tract, **N 73°15'41" E** for a distance of **71.99** feet to an iron rod with aluminum cap stamped "ROW 4933" set 261.78 feet right of proposed Corridor C baseline station 225+32.51, in the proposed easterly ROW line of said Corridor C, for the northeasterly corner of the herein described tract;

THENCE, departing said 0.783 acre tract, through the interior of said remainder of Tract 2, with said proposed easterly ROW line, the following three (3) courses:

3) **S 01°53'29" E** for a distance of **50.10** feet to an iron rod with aluminum cap stamped "ROW 4933" set 279.58 feet right of proposed Corridor C baseline station 224+88.09 and 80.00 feet right of proposed C.R. 106 baseline station 109+02.33, for an angle point:

4) **S 21°22'42" E** for a distance of **902.33** feet to an iron rod with aluminum cap stamped "ROW 4933" set 906.09 feet right of proposed Corridor C baseline station 219+06.31 and 80.00 feet right of proposed C.R. 106 baseline station 100+00.00, for the southeasterly corner of the herein described tract;

5) **S 68°37'18" W** for a distance of **55.92** feet to the **POINT OF BEGINNING**, containing 1.223 acre, (53,291 square feet) of land, more or less.

This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, M. Stephen Truesdale, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct and that the property described herein was determined by a survey made on the ground under my direct supervision.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

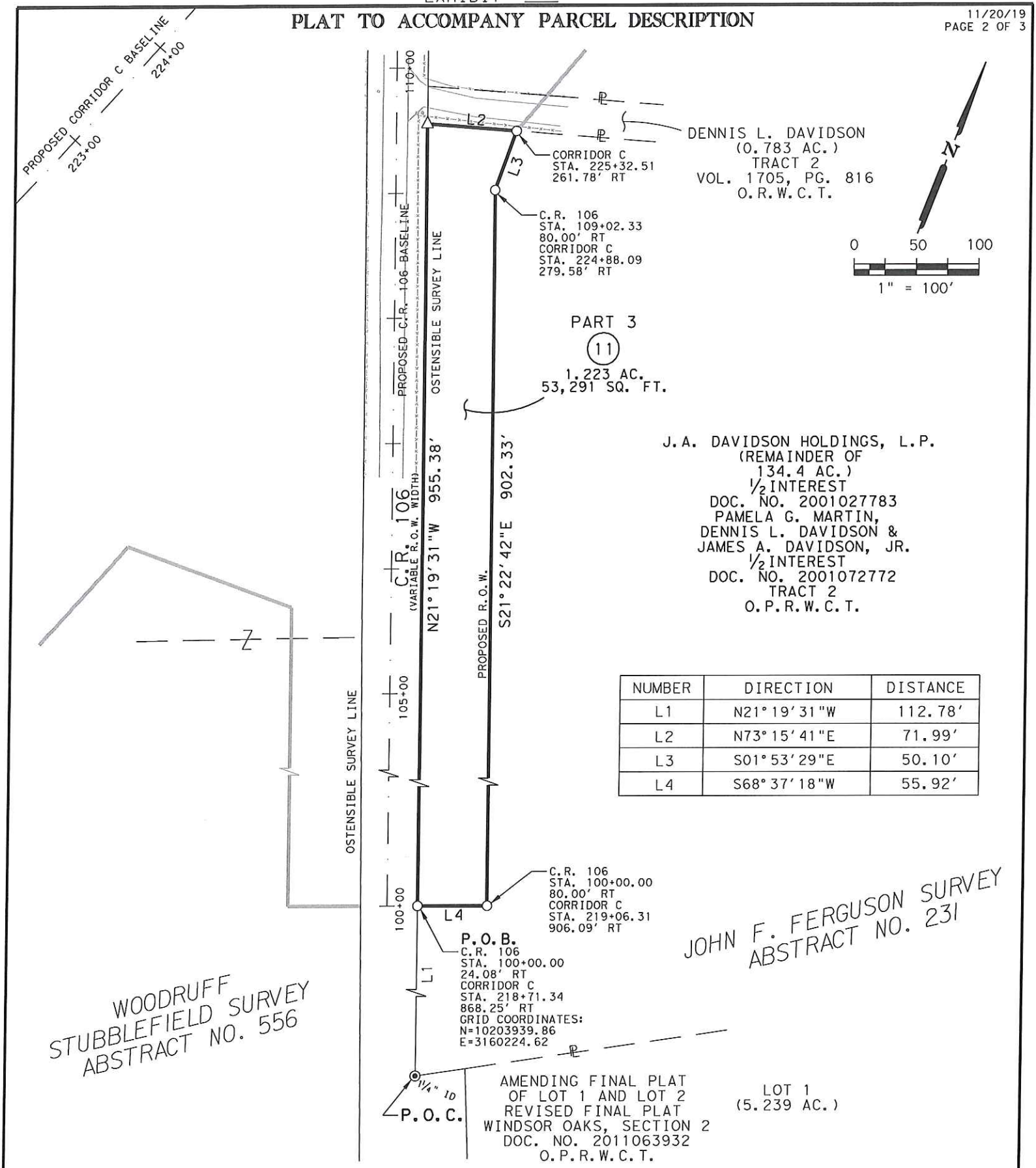
M. Stephen Truesdale 3 DEC 2019

M. Stephen Truesdale — Date
Registered Professional Land Surveyor No. 4933
Licensed State Land Surveyor
Inland Geodetics, LLC
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION



NUMBER	DIRECTION	DISTANCE
L1	N21°19'31"W	112.78'
L2	N73°15'41"E	71.99'
L3	S01°53'29"E	50.10'
L4	S68°37'18"W	55.92'

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PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 3

EXHIBIT "___"

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

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M. Stephen Truesdale 3 DEC 2019

DATE:

STATE OF TEXAS
REGISTERED
M. STEPHEN TRUESDALE
4933
PROFESSIONAL
LAND SURVEYOR

M. STEPHEN TRUESDALE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4933
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PARCEL PLAT SHOWING PROPERTY OF

J.A. DAVIDSON HOLDINGS, L.P., ET AL

SCALE		PROJECT
1" = 200'	WILLIAMSON COUNTY	CORRIDOR C

PARCEL 11 PART 3

S:*ATKINS\CORRIDOR C\PARCELS\PARCEL 11-DAVIDSON HOLDINGS-PART 3\PARCEL 11-PART 3-DAVIDSON-REV.dgn

Authentisign ID: 46EAED19-7E8E-4BD4-8253-D7A1AF0FCCDF

GRAZING LEASE

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

THIS GRAZING LEASE (the "Lease") is made and entered into by and between WILLIAMSON COUNTY, TEXAS, hereinafter referred to as "Lessor", and DAVIDSON BROTHERS hereinafter referred to as "Lessee."

In consideration of the rent and the covenants herein contained on the part of Lessee to be kept and performed, the Lessor does hereby lease, demise and let unto the Lessee, and the Lessee hires and rents the SURFACE ONLY, excluding the minerals, of multiple tracts of land containing approximately **53.5 acres**, more or less, situated in Williamson County, Texas, as shown in the orange hatched area on Exhibit "A" attached hereto (the "Premises"), subject to the following terms and conditions:

ARTICLE 1: TERM OF LEASE

The total term of this Lease shall be ten (10) years, commencing on the date that this Lease is executed by both parties (the "Commencement Date") and terminating ten (10) years from said Commencement Date (the "Termination Date"), unless sooner terminated or extended in accordance with this Lease.

This Lease may be terminated by Lessor or Lessee by providing the other party with One-Hundred Eighty Days (180) prior written notice to be sent via registered mail, return receipt requested, to the above-named named parties. Lessor shall only be entitled to terminate this Lease in accordance with this provision if it has necessary funding and is reasonably ready to move forward with the construction of the "Ultimate Condition" of Corridor C on the Premises.

Lessee shall be entitled to renew this Lease for two (2) additional ten (10) year terms at the expiration of the initial ten (10) year term, subject to all of the same provisions stated in this Lease.

ARTICLE 2: RENT; PAYMENT OF RENT

A. **Rent for First Lease Period:** Lessee agrees to pay to Lessor, as rent for the Premises, the sum of $1 for the Lease Term. As an additional form of consideration for said Lease, Lessee agrees to maintain the Premises during the Lease Term, including keeping it mowed and free of garbage or debris.

Authentisign ID: 46EAED19-7E8E-4BD4-8253-D7A1AF0FCCDF

B. Place of Payment: All rental payments must be made payable to Lessor and be hand delivered or mailed to the address provided, in writing, to Lessee by Lessor.

ARTICLE 3: TAXES

Lessee agrees to pay any taxes levied against the crops and personal property and fixtures of Lessee in and about the Premises. Ad valorem taxes, if any, shall be assessed and paid in accordance with Texas Tax Code Section 26.11. If any taxes of Lessee are levied against Lessor or Lessor's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

ARTICLE 4: SUBORDINATION

This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any debt holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the property.

ARTICLE 5: USE OF PREMISES

Lessee shall use the Premises solely for the purpose of grazing cattle, together with all other purposes and activities usually and customarily associated with a cattle operation in Williamson County, Texas. Lessee agrees to not use the Premises for any purpose other than for grazing of cattle or to alter the Premises, including clearing new roads, moving existing fences or erecting any new fences, or locating on the Premises any type of permanent or temporary improvement without Lessor's prior written consent. Lessor agrees to send a representative to meet with Lessee at the Premises to approve all new fence and gate locations made necessary by Lessor's right of way acquisition for construction of the Interim Phase of Corridor C which shall take place outside of the Premises. Lessor understands that Lessee will need to relocate certain fencing within the Premises to provide adequate fencing for the Premises, and Lessor shall provide approval to Lessee of the location of said fencing, which approval shall be not be unreasonably withheld. Lessee further agrees to not hunt or fish the Premises or allow anyone else to do so. Lessee may not place any other animal other than cattle on the premises. Thus, there shall be no bison or other form of livestock, including, but not limited to horses; mules; asses; sheep; goats; llamas; alpacas; exotic livestock, including elk and elk hybrids; and hogs kept on the Premises unless otherwise consented to in writing by Lessor in advance.

ARTICLE 6: UTILITIES

Lessee shall pay or cause to be paid all charges for any water, electricity and any other utilities used on the Premises throughout the term of this Lease, including any costs of installation and connection fees.

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ARTICLE 7: LESSEE'S COVENANTS

Lessee further covenants and agrees as follows:

A. To pay and provide the Rent for this Lease, as it is set out herein; to use the Premises in a careful and proper manner for the use specifically described herein; to commit or permit no waste or damages to the Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; only use the Premises in such a prudent manner so as to preserve and protect the land and soil; to surrender the Premises on expiration or termination of this Lease in at least as good of a condition as the Premises was in on the date prior to Lessee's occupation of the Premises.

B. To maintain the premises and keep it mowed and free of trash and debris.

C. In relation to cattle operations, use the highest standards of animal husbandry in grazing the Premises, employing the best methods of ranching customarily practiced on in the area.

D. Construct, keep, repair and maintain all fencing, either existing or constructed during the terms of this Lease, in such manner and condition so that such fencing is sufficient and adequate to restrain cattle that Lessee may place upon the Premises.

E. Keep all gates on the Premises closed and locked, ingress to and egress from the Premises being at those places designated by Lessor and provide Lessor with all keys and/or combinations to each gate locking mechanism used by Lessee on the Premises.

F. Lessee assumes the risk of loss on all property and all improvements, including any crops or cattle, which are situated on the Premises. Lessee agrees to maintain at all times during this Lease, the insurance described herein below.

G. Upon termination of this Lease, Lessee agrees that all improvements situated on the Premises, whether such improvements were situated on the Premises prior to this Lease or placed on the Premises during this Lease, shall become the property of Lessor, or, at the option of the Lessor, Lessee, at Lessee's sole expense, shall remove all improvements and debris and restore the surface of the Premises to its original condition provided that Lessee placed such improvements on the Premises during the term of this Lease.

H. To permit Lessor to enter, inspect, and make such repairs to the Premises as Lessor may reasonably desire or show the Premises to prospective purchasers and tenants, at all reasonable times.

I. Lessee agrees that it is solely responsible for making all alterations, additions, or improvements necessary to the Premises to cause the Premises and its intended use to

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be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, the Federal Government, the local municipality, the County of Williamson, and the State of Texas and the rules and regulations of the United States Department of Agriculture and the Texas Agriculture Commissioner. The allocation of responsibility to Lessee for compliance with said laws, rules, ordinances, development codes or regulations is a material inducement for the parties to enter into this Lease. The costs incurred in causing the Premises and its intended use to be in compliance with said laws, rules, ordinances, development codes or regulations shall be solely borne by Lessee.

J. In the event this Lease is terminated early by Lessor, whether such termination is for cause or convenience, Lessee shall pay Lessor any and all rents and amounts, on a pro-rata basis, which were incurred and due prior to or as of the date this Lease is terminated. If Lessee has paid any portion of the annual rental amount in advance, Lessor shall return to Lessee, on a pro-rata basis, the proportion of rents that have been prepaid for any unused portion of a lease period.

ARTICLE 8: LESSOR'S COVENANTS

Lessor covenants and agrees to warrant and defend Lessee in the enjoyment and peaceful use and operation of the Premises during the term of this Lease, subject to the termination rights set forth herein.

ARTICLE 9: INDEMNIFICATION & INSURANCE

A. INDEMNIFICATION OF LESSOR: LESSOR SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM ANY USE OF THE PREMISES OR ANY NEARBY PREMISES USED BY LESSEE OR ANY PART THEREOF; OR CAUSED BY ANY DEFECT IN ANY BUILDING, STRUCTURE OR OTHER IMPROVEMENT THEREON; OR IN ANY EQUIPMENT OR OTHER FACILITY THEREIN; OR CAUSED BY OR ARISING FROM ANY ACT OR OMISSION OF LESSEE, OR OF ANY OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, OR BY OR FROM ANY ACCIDENT ON THE LAND OR ANY SURROUNDING PREMISES OR ANY FIRE OR OTHER CASUALTY THEREON, OR OCCASIONED BY THE FAILURE OF LESSEE TO MAINTAIN THE PREMISES IN SAFE CONDITION, OR ARISING FROM ANY OTHER CAUSE WHATSOEVER; AND LESSEE HEREBY WAIVES ON ITS BEHALF ALL CLAIMS AND DEMANDS AGAINST LESSOR FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF LESSEE OR OF LESSEE'S AGENTS, EMPLOYEES, LICENSEES, OR INVITEES, AND HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR ENTIRELY FREE AND HARMLESS FROM ALL LIABILITY FOR ANY SUCH LOSS, DAMAGE, OR INJURY OF OTHER PERSONS, AND FROM ALL COSTS AND EXPENSES ARISING THEREFROM. THE TERMS OF THIS INDEMNITY PROVISION SHALL SURVIVE ANY TERMINATION OF THIS LEASE.

B. Lessee agrees to maintain at all times during the Term of this Lease, at Lessee's cost, a $1,000,000 liability insurance policy on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up.

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ARTICLE 10: DEFAULTS BY LESSEE

In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or covenant set forth in this Lease, and this failure or breach continues for ten (10) calendar days after a written notice specifying the required performance has been given to Lessee, Lessee shall be in default and Lessor may:

A. enforce specific performance causing Lessee to strictly comply with and perform such term, condition or covenant; or

B. may, but not be obligated to do so, enter the Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as additional rent within five (5) calendar days after same is sent to Lessee by Lessor; or

C. terminate this Lease, without liability, by written notice to Lessee, in which event, the Lease hereby created shall terminate on the tenth (10^{th}) day after such notice is given (the "Termination Date") and Lessee shall within such ten (10) day period vacate the Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

Upon the occurrence of any default, Lessor may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

ARTICLE 11: DEFAULTS BY LESSOR

Defaults by Lessor are failing, within thirty (30) calendar days after receiving written notice from Lessee, to comply with any term, condition or covenant set forth in this Lease. In the event that Lessor fails to cure its default within the said thirty (30) calendar days, Lessee may, as Lessee's sole remedy, terminate this Lease.

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ARTICLE 12: VOLUNTARY TERMINATION

Lessor or Lessee may terminate this Lease, without cause or liability, but only upon giving one-hundred eighty (180) calendar days written notice to the other party and only in accordance with the terms of this Lease. Lessor shall only be entitled to terminate this Lease in accordance with this provision only if it has necessary funding and is reasonably ready to move forward with the construction of the "Ultimate Phase" of Corridor C on the Premises, or if there is an event of default as defined herein. Upon the termination of this Lease, Lessee will surrender the Premises peaceably to the Lessor and pay Lessor all rental amounts owing as of the date of termination, on a pro-rata basis, and any other amounts that may be due hereunder as of the date of termination. In the event that Lessor exercises its right to terminate this Lease pursuant to this provision, Lessor shall be obligated to reimburse Lessee, on a pro-rata basis, the proportion of rents, if any, that have been prepaid for any unused portion of a lease period.

ARTICLE 13: INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE

If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

ARTICLE 14: ELECTION BY LESSOR NOT EXCLUSIVE

The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by Lessee shall not act to waive any other additional consideration, rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

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ARTICLE 15: LIMITATIONS OF WARRANTIES

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, STRUCTURES, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT AND CONSIDERATION TO BE PAID AND TENDERED FOR LESSEE'S USE OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

ARTICLE 16: CONDEMNATION

If during the term of this Lease, all of the premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent

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domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the premises. If only a part of the premises shall be so taken or sold, but the remainder of the premises is not capable of being used for the purposes set forth herein, Lessor may terminate this Lease, without liability, at any time within forty-five (45) calendar days following such taking or sale. Any and all payments made for or arising from any such taking or for damages to the premises resulting therefrom shall belong and be payable entirely to Lessor.

ARTICLE 17: MISCELLANEOUS PROVISIONS

A. Gender, Number and Headings. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

B. Place of Performance. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

C. Terms Inclusive. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

D. Severability. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

E. Governmental Immunity. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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F. No Assignment or Lease by Lessee. Lessee may not sell or assign any interest granted herein or lease the Premises or any portion of the same or any portion of any improvement erected on said premises at any time without the prior written authorization and approval of Lessor.

G. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

H. No Indemnification by Lessor. Lessee acknowledges and agrees that Lessor, that Lessor is not agreeing to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

I. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following address:

LESSOR: _____
_____, _____ _____

LESSEE: At the address set forth on the signature page below.

J. Compliance with All Statutes and Regulations. Lessee, at its expense, shall ensure compliance with any and all State, Federal, City and Lessor (and any other such regulatory body as may exercise jurisdiction over Lessee and/or the Premises) laws, ordinances, regulations, or rules regarding the erection or installment of any improvements and all permitted activities upon the Premises.

K. Day. Unless otherwise specifically set forth in this Lease, a reference to a "day" shall mean a calendar day and not a business day.

L. Entire Agreement. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

EXECUTED to be effective this _____ day of _____, 20_____.

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Lessor:

By: _____

Printed Name: _____

Address: _____

Lessee: Davidson Brothers

By: Authentisign Dennis L. Davidson 2/10/2021 10:19:27 PM CST

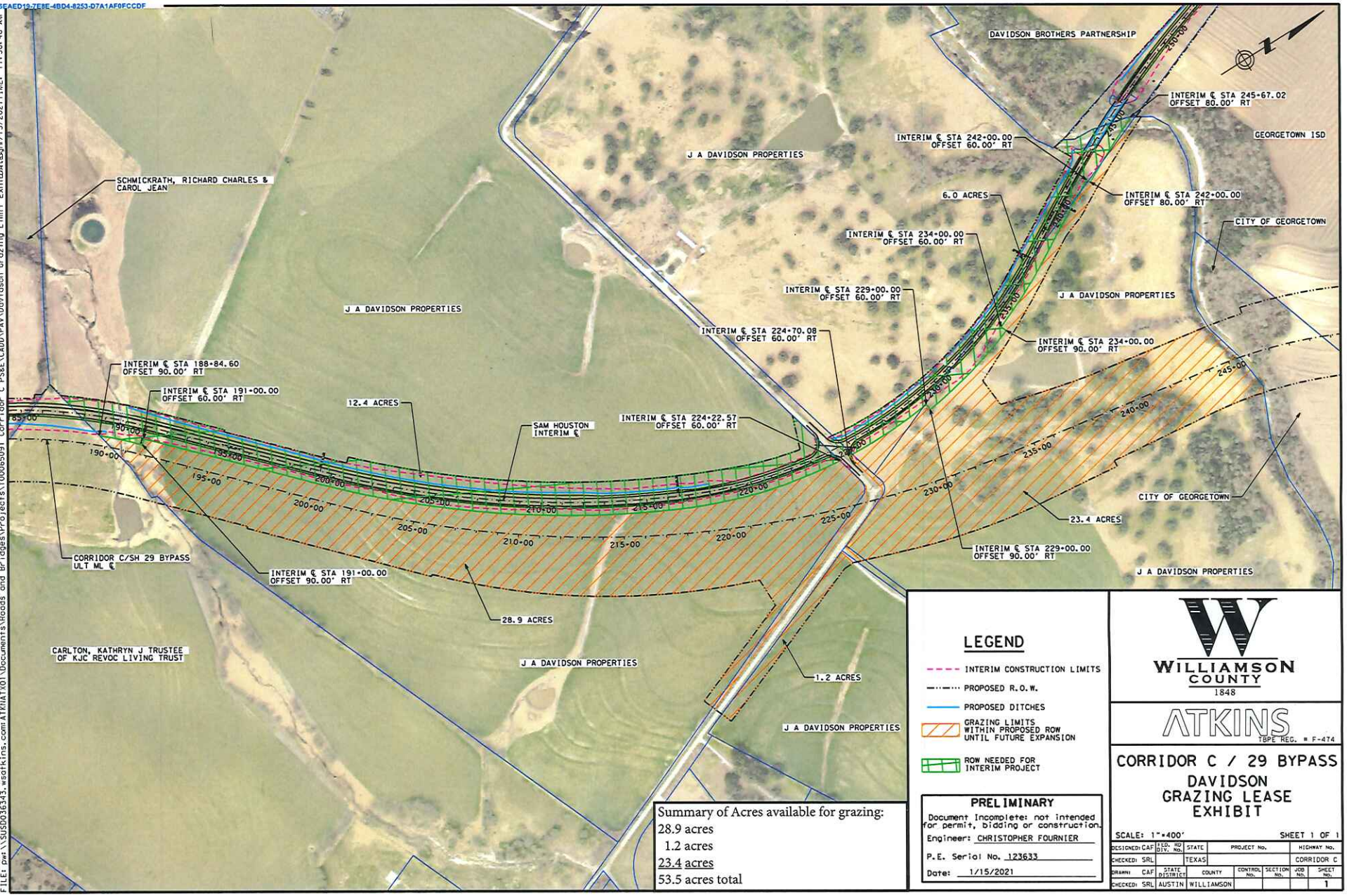
Printed Name: Dennis L. Davidson

Address: **1301 CR 106, Georgetown, TX 78626**

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Exhibit "A"

Authentisign ID: 46EAED19-7E8E-4BD4-8253-D7A1AF0FCCDF



LEGEND

- INTERIM CONSTRUCTION LIMITS
- PROPOSED R.O.W.
- PROPOSED DITCHES
- GRAZING LIMITS WITHIN PROPOSED ROW UNTIL FUTURE EXPANSION
- ROW NEEDED FOR INTERIM PROJECT

Summary of Acres available for grazing:

28.9 acres
1.2 acres
23.4 acres
53.5 acres total

PRELIMINARY

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

Engineer: CHRISTOPHER FOURNIER

P.E. Serial No. 123633

Date: 1/15/2021

WILLIAMSON COUNTY
1848

ATKINS
TBPE REG. # F-474

CORRIDOR C / 29 BYPASS
DAVIDSON GRAZING LEASE EXHIBIT

SCALE: 1"=400' SHEET 1 OF 1

DESIGNED: CAF	F.D. RD DIV. NO.	STATE	PROJECT No.				HIGHWAY No.	
CHECKED: SRL		TEXAS					CORRIDOR C	
DRAWN: CAF	STATE DISTRICT	COUNTY	CONTROL No.	SECTION No.	JOB No.	SHEET No.		
CHECKED: SRL	AUSTIN	WILLIAMSON				1		

PLOT DRIVER: RD-11x17-Color-PDF.plt
PEN TABLE: PenTable.tbl
FILE: pw:\\SUSD036343.wsatkins.com:ATKINATX01\Documents\Roads and Bridges\Projects\100065091 Corridor C PS&E\CADD\PAV\Davidson Grazing Limit Exhibit.dgn 1/15/2021 TIME: 11:36:46 AM

Commissioners Court - Regular Session **42.**

Meeting Date: 03/09/2021

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property for SW 183 and SH 29 Loop.
b) Discuss the acquisition of real property for CR 176 at RM 2243
c) Discuss the acquisition of real property: CR 278
d) Discuss the acquisition of real property for County Facilities.
e) Discuss the acquisition of real property for Seward Junction SE and SW Loop.
f) Discuss the acquisition of real property for SH 29 @ DB Wood.
g) Discuss the acquisition of real property for CR 366.
h) Discuss the acquisition of real property for N. Mays.
i) Discuss Somerset Road Districts No. 3 & 4 reimbursements for acquisition & construction of Reagan Blvd.
j) Discuss the acquisition of real property for CR 111.
k) Discuss the acquisition of real property for Corridor H
l) Discuss the acquisition of real property for future SH 29 corridor.
m) Discuss the acquisition of real property for the expansion of Ronald Reagan at IH 35.
n) Discuss the acquisition of right-of-way for Corridor C.
o) Discuss the acquisition of right-of-way for Corridor F.
p) Discuss the acquisition of right-of-way for Corridor D.
q) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
r) Discuss the acquisition of right-of-way for Reagan extension.
s) Discuss the acquisition of real property for the Brushy Creek Trail Project.
t) Discuss the acquisition of real property in conjunction with WCCF for potential parkland/bird habitat.
u) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
v) Discuss the acquisition of the MKT Right of Way

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

a) Discuss County owned real estate containing underground water rights and interests.
b) Potential governmental uses for 8th Street downtown parking lot
c) Discuss possible uses of property owned by Williamson County on Main St. between 3rd

and 4th Streets. (formerly occupied by WCCHD)

d) Discuss property usage at Longhorn Junction

e) Discuss the sale of excess ROW at San Gabriel Parkway and Mel Mathis Ave.

f) Discuss county owned property located at Ed Schmidt Boulevard Hutto, Texas

C. Consider intervention in lawsuit regarding de-listing of Bone Cave harvestman.

D. Discuss the possible placement of agricultural-related monuments at the Williamson County Exposition Center with the participation of third parties.

E. Discuss the Williamson County Reimbursement Agreement for Construction of San Gabriel Blvd. and New Hope Road with the City of Leander and TIRZ #1

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:35 AM
Form Started By: Charlie Crossfield		Started On: 03/04/2021 08:20 AM
Final Approval Date: 03/04/2021		

Commissioners Court - Regular Session **43.**

Meeting Date: 03/09/2021

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:

a) Business prospect(s) that may locate or expand within Williamson County.
b) Wolf Lakes
c) Flint Hill Resources-Taylor Fuel Storage Terminal on CR 366
d) Project Deliver
e) Project Advantage
f) Project Cedar
g) Project Expansion
h) Project Arcos
i) Project Woods
j) Project Co-Op
k) Project Liberty
l) Project Long Haul
m) Project Bon Jovi
n) Project Crystal
o) Project Link
p) Project Winston

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	03/04/2021 09:35 AM

Form Started By: Charlie Crossfield Started On: 03/04/2021 08:21 AM

Final Approval Date: 03/04/2021