



Austin Office
4407 Montrose Oaks Boulevard,
Bldg. 1, Suite 110
Austin, TX 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

9 July 2008

The Honorable Lisa Birkman
Williamson County Commissioner, Precinct 1
400 W. Main St., Ste. 216
Round Rock, TX 78664

RE: Change Order Request for SWCA Work Authorization No. 1

Dear Commissioner Birkman:

I am writing to request a change order to SWCA Environmental Consultants' (SWCA's) Work Authorization No. 1 for preparation of the Williamson County Regional Habitat Conservation Plan (RHCP) and Environmental Impact Statement (EIS). The requested change order is necessary for SWCA to prepare the final documents to complete the RHCP/EIS process.

Justification for Contract Modification

As part of the Section 7 consultation for the RHCP, the U.S. Fish and Wildlife Service (Service) must prepare a document called a "Biological Opinion." A Biological Opinion is typically a 25-40 page document that details the consultation process, status of each covered species, effects of the proposed action on listed species, terms and conditions of the permit, and conservation measures that will be implemented to offset impacts. Additionally, the Service must prepare a "Findings Memo" that describes the proposed action, effects on the species, and details the findings of the RHCP and the National Environmental Policy Act process, including how public comments were addressed in the Final RHCP/EIS.

Because of staff and resource constraints at the Service, they have requested that SWCA prepare the Biological Opinion and Findings Memo for the Service in order to meet the October 2008 permit issuance date. The Service is aware that several County road projects such as Ronald Reagan Blvd. Phase III and O'Connor Road are waiting on issuance of the County's Incidental Take Permit before construction can begin, and that having SWCA prepare these documents for the Service is the only way that the County's schedule can be achieved. SWCA is also aware of the County's desire to complete the RHCP/EIS process in the timeliest fashion and we have begun work on the Biological



Opinion in order meet the approaching deadline. We estimate that completion of the Biological Opinion and Findings Memo will take between 1-2 months to complete; therefore we felt that beginning work on these documents was prudent given the time constraints we are working with.

In addition to these two documents, SWCA will be responding to comments and finalizing the RHCP/EIS and assisting Smith/Robertson with preparation of the interlocal agreement, and the RHCP participation forms for Ronald Reagan Boulevard Phase III. Our goal is to have all of these documents completed by the first or second week in August.

To meet the County's timeline for completing the RHCP/EIS and associated documents, SWCA respectfully requests an amendment to our budget. We envision that it will take approximately \$50,000 to complete the RHCP/EIS process. This cost breaks down as follows:

Prepare and print Final EIS: \$21,000.00
Prepare Biological Opinion: \$22,000.00
Prepare Findings Memo: \$3,500.00
Interlocal Agreement: \$1,800.00
RHCP Participation Forms/Reagan: \$1,700.00

SWCA currently has \$1,500.00 left in WA No. 1 (RHCP budget) and \$8,500.00 left in WA No. 2 (Williamson County Conservation Foundation budget). Our request can be reduced by \$8,500.00 if it acceptable to draw on the amount in WA No. 2.

Thank you for your consideration of this request and if you should have any questions or need additional information, please feel free to call. Alternatively, I would be happy to meet with you at any time to discuss this if you would prefer

Sincerely,

Gary L. Galbraith
SWCA Environmental Consultants
Managing Principal, Austin/San Antonio



EXHIBIT C - WORK SCHEDULE

SWCA is prepared to begin work immediately following receipt of an approved Work Authorization from the County. We anticipate completing the RHCP, EIS, and Biological Opinion by October 2008.

ATTACHMENT A
SUPPLEMENT NO. 3 TO
WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and SWCA Environmental Consultants (*the "Consultant"*).

Part 1. The *Consultant* will provide the following services: Finalize Regional Habitat Conservation Plan and Environmental Impact Statement, Biological Opinion, and participation documents in support of County's plan to submit a Section 1(a)(1)(b) permit for incidental take of listed species.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$40,000.00, bringing the total contract amount to \$519,946.00

Part 3. Payment to the *Consultant* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2008, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

CONSULTANT:
SWCA Environmental Consultants

COUNTY:
Williamson County, Texas

By: 

Signature

By: 

Signature

Gary Galbraith

Printed Name

Printed Name

Managing Principal

Title

Title

August 8, 2008

Date

Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Consultant
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule



ATTACHMENT D - FEE SCHEDULE

SWCA proposes to conduct the services described in Exhibit B on a time and materials basis not to exceed \$40,000.00 in accordance with SWCA's Standard Rate Schedule (attached).



Standard Rate Schedule

Principals & Project Management Staff

Principal-in-Charge.....	\$195 - 250	Project Manager IX.....	\$135.00
Subject Matter Expert XII.....	\$180.00	Project Manager VIII.....	\$125.00
Subject Matter Expert XI.....	\$165.00	Project Manager VII.....	\$115.00
Subject Matter Expert X.....	\$150.00	Project Manager VI.....	\$105.00
Project Principal.....	\$150.00	Project Manager V.....	\$95.00
		Project Manager IV.....	\$85.00
		Project Manager III.....	\$75.00
		Project Manager II.....	\$65.00

Cultural Resources Staff

Principal Investigator IX.....	\$135.00	Cultural Resource Specialist VII.....	\$115.00
Principal Investigator VIII.....	\$125.00	Cultural Resource Specialist VI.....	\$105.00
Principal Investigator VII.....	\$115.00	Cultural Resource Specialist V.....	\$95.00
Principal Investigator VI.....	\$105.00	Cultural Resource Specialist IV.....	\$85.00
Principal Investigator V.....	\$95.00	Cultural Resource Specialist III.....	\$75.00
Principal Investigator IV.....	\$85.00	Cultural Resource Specialist II.....	\$65.00
Principal Investigator III.....	\$75.00	Cultural Resource Specialist I.....	\$55.00
Principal Investigator II.....	\$65.00		
Cultural Resource Specialist IX.....	\$135.00	Cultural Resource Technician II.....	\$45.00
Cultural Resource Specialist IX.....	\$125.00	Cultural Resource Technician I.....	\$35.00

Environmental Staff

Scientist IX.....	\$135.00	Environmental Specialist II.....	\$65.00
Scientist VIII.....	\$125.00	Environmental Specialist I.....	\$55.00
Scientist VII.....	\$115.00		
Scientist VI.....	\$105.00	Environmental Engineer X.....	\$150.00
Scientist V.....	\$95.00	Environmental Engineer IX.....	\$135.00
Scientist IV.....	\$85.00	Environmental Engineer VIII.....	\$125.00
Scientist III.....	\$75.00	Environmental Engineer VII.....	\$115.00
		Environmental Engineer VI.....	\$105.00
		Environmental Engineer V.....	\$95.00
Environmental Specialist IX.....	\$135.00	Environmental Engineer IV.....	\$85.00
Environmental Specialist VIII.....	\$125.00	Environmental Engineer III.....	\$75.00
Environmental Specialist VII.....	\$115.00	Environmental Engineer II.....	\$65.00
Environmental Specialist VI.....	\$105.00	Environmental Engineer I.....	\$55.00
Environmental Specialist V.....	\$95.00		
Environmental Specialist IV.....	\$85.00	Environmental Technician II.....	\$45.00
Environmental Specialist III.....	\$75.00	Environmental Technician I.....	\$35.00

The information contained in and/or attached to this proposal is for the intended recipient(s) only and may not be distributed to third parties without the express written consent of SWCA Environmental Consultants. This communication is considered intellectual property and may contain confidential, proprietary and/or privileged information that is protected by U.S. and international law, and the recipient(s) hereby agree to treat it as such.



Planning Staff

Planning Specialist IX.....	\$135.00	Training/Facilitator Specialist X.....	\$150.00
Planning Specialist VIII.....	\$125.00	Training/Facilitator Specialist IX.....	\$135.00
Planning Specialist VII.....	\$115.00	Training/Facilitator Specialist VIII.....	\$125.00
Planning Specialist VI.....	\$105.00	Training/Facilitator Specialist VII.....	\$115.00
Planning Specialist V.....	\$95.00	Training/Facilitator Specialist VI.....	\$105.00
Planning Specialist IV.....	\$85.00	Training/Facilitator Specialist V.....	\$95.00
Planning Specialist III.....	\$75.00	Training/Facilitator Specialist IV.....	\$85.00
Planning Specialist II.....	\$65.00	Training/Facilitator Specialist III.....	\$75.00
Planning Specialist I.....	\$65.00		

Paleontology Staff

Paleontology Specialist IX.....	\$135.00	Paleontology Specialist III.....	\$75.00
Paleontology Specialist VIII.....	\$125.00	Paleontology Specialist II.....	\$65.00
Paleontology Specialist VII.....	\$115.00	Paleontology Specialist I.....	\$55.00
Paleontology Specialist VI.....	\$105.00		
Paleontology Specialist V.....	\$95.00	Paleontology Technician II.....	\$45.00
Paleontology Specialist IV.....	\$85.00	Paleontology Technician I.....	\$35.00

Graphics/Media Staff

Graphics/Media Specialist VII.....	\$115.00	Graphics/Media Specialist III.....	\$75.00
Graphics/Media Specialist VI.....	\$105.00	Graphics/Media Specialist II.....	\$65.00
Graphics/Media Specialist V.....	\$95.00	Graphics/Media Specialist I.....	\$55.00
Graphics/Media Specialist IV.....	\$85.00		

GIS/CADD Staff

GIS/CADD Specialist V.....	\$95.00	GIS/CADD Technician II.....	\$45.00
GIS/CADD Specialist IV.....	\$85.00	GIS/CADD Technician I.....	\$35.00
GIS/CADD Specialist III.....	\$75.00		
GIS/CADD Specialist II.....	\$65.00		
GIS/CADD Specialist I.....	\$55.00		

Technical Writer/Editor Staff

Technical Writer/Editor VII.....	\$115.00	Technical Writer/Editor III.....	\$75.00
Technical Writer/Editor VI.....	\$105.00	Technical Writer/Editor II.....	\$65.00
Technical Writer/Editor V.....	\$95.00	Technical Writer/Editor I.....	\$55.00
Technical Writer/Editor IV.....	\$85.00		

The information contained in and/or attached to this proposal is for the intended recipient(s) only and may not be distributed to third parties without the express written consent of SWCA Environmental Consultants. This communication is considered intellectual property and may contain confidential, proprietary and/or privileged information that is protected by U.S. and international law, and the recipient(s) hereby agree to treat it as such.



Administrative Staff

Administrative V.....	\$75.00	Administrative II.....	\$45.00
Administrative IV.....	\$65.00	Administrative I.....	\$35.00
Administrative III.....	\$55.00		

* Time spent at depositions, or testifying at administrative hearings and trials, is charged at 1.5 times the standard billing rate.

Equipment Charges

GPS	\$100/day
Toughbook	\$ 50/day
ATV Rental	\$100/day
Gulf Coast 23' Bay Boat	\$200/day
Jon Boat	\$ 50/day
Vehicle	\$ 10/hour
Digital Camera	\$ 30/day

Administrative Fees

Fee on Direct Charges	10%
Fee of Subcontractors	15%
Communication Fee on Labor	2%

The information contained in and/or attached to this proposal is for the intended recipient(s) only and may not be distributed to third parties without the express written consent of SWCA Environmental Consultants. This communication is considered intellectual property and may contain confidential, proprietary and/or privileged information that is protected by U.S. and international law, and the recipient(s) hereby agree to treat it as such.