

**CONTRACT FOR ENGINEERING SERVICES**  
**Gary W. Schatz, P.E., PTOE**  
**Texas Firm Registration # F-16936**

This Contract, dated \_\_\_\_\_, 2015, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **Gary W. Schatz, P.E., PTOE**, a sole proprietor (the Engineer), whereby the Engineer agrees to provide the City with certain professional services as described herein and the City agrees to pay the Engineer for those services.

**1. Scope of Services**

In consideration of the compensation stated in paragraph 2, the Engineer agrees to provide the City with the professional services as described in Attachment A, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Provide engineering services as the City's Transportation Engineer.

**2. Payment**

In consideration of the Engineer's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Engineer according to the terms set forth in Attachment A. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services provided under this Contract may not exceed One Hundred Fifty Thousand and No/100 Dollars (\$ 150,000.00).

**3. Time of Performance**

- A. All design work and other professional services provided under this Contract must be completed by the following date: **December 31, 2016**. The City Engineer may agree to an extension of the time for completion. Any extension of the time for completion approved by the City Engineer, however, shall only be effective upon the execution of an instrument in writing stating the terms of the extension and signed by both the City Engineer and the Engineer.
- B. **Time is of the essence of this Contract.** The Engineer shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the times specified.

**4. Warranty, Indemnification, & Release**

- A. As an experienced and qualified design professional, the Engineer warrants that the information provided by the Engineer reflects professional and industry standards, procedures, and performances. The Engineer warrants the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of other services under this Contract, is pursuant to a standard of performance expected by the profession. The Engineer warrants that the Engineer will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Engineer, its

employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Engineer, its employees, associates, agents, or subcontractors.

- B. The Engineer shall promptly correct any defective designs or specifications furnished by the Engineer at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Engineer's services hereunder or of the Project itself shall in no way alter the Engineer's obligations or the City's rights hereunder.
- C. In all activities or services performed hereunder, the Engineer is an independent contractor and not an agent or employee of the City. The Engineer and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Engineer shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the Engineer shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Engineer shall have ultimate control over the execution of the professional services. The Engineer shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Engineer or any of the Engineer's subcontractors.
- D. The Engineer must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Engineer, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.
- E. **Responsibility for damage claims (indemnification): Engineer shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the Engineer's negligent performance of the work, or by or on account of any claims or amounts recovered under the Workmen's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. Engineer shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by Engineer's negligence.**
- F. Release. The Engineer releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Engineer or its employees and any loss of or damage to any property of the Engineer or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Engineer's

negligent performance of the work. Both the City and the Engineer expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

## 5. Engineer's Insurance

The Engineer agrees to maintain, on a primary basis, for the duration of this contract the insurance coverages and limits as described below. See Attachment B for insurance example. The Engineer must deliver to the City a certificate(s) of insurance evidencing that such policies are in full force and effect within 5 business days of notification of the City's intent to award a contract. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within five business days **may cause the contract to be rejected.** The City reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Engineer, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Engineer under the Agreement.

- A. **Commercial General Liability Insurance** – Limit of liability not less than \$1,000,000 per occurrence Engineer agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Engineers.
- B. **Professional Liability Insurance** – Limit of liability not less than \$1,000,000 per occurrence Engineer agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission of the Engineer or any person employed or acting on the Engineer's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, Engineer agrees to maintain a retroactive date prior to or equal to the effective date of this contract and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this contract. The Engineer is solely responsible for any additional premium for the supplemental extended reporting period.

No "claims made" policies are acceptable without prior approval by the City Attorney. If approved, coverage must be maintained for two years after the completion of this contract.

- C. **Business Automobile Liability Insurance** – Limit of liability not less than \$1,000,000 per occurrence Engineer agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Engineer not own any automobiles, the business auto liability requirement shall be amended to allow the Engineer to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

- D. **Additional Insured Endorsements** The Engineer agrees to endorse the City as an Additional Insured on each insurance policy required to be maintained, with the exception of the professional liability policy.
- E. **Waiver Of Subrogation** Waiver of subrogation in favor of the City of Bryan for each required policy. When required by the insurer or should a policy condition not permit Engineer to enter into a pre-loss agreement to waive subrogation without an endorsement, then Engineer agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Engineer enter into such an agreement on a pre-loss basis.
- F. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** Engineer shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.
- G. **Subcontractor's Insurance** The Engineer shall agree to cause each subcontractor employed by Engineer to purchase and maintain insurance of the type specified, provided the Engineer's insurance does not afford coverage on behalf of the subcontractor.
- H. **Certificate Of Insurance** Engineer shall furnish the City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the City. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Engineer has the affirmative obligation to advise City at the address listed below within 5 business days of the cancellation or substantial change of any required insurance policy, and failure to do so shall be construed as a breach of this contract.

Failure of the City to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event the City is notified that a required insurance coverage will cancel or non-renew during the contract period, the Engineer shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The City reserves the right, but not the obligation, to withhold payment to Engineer until coverage is reinstated. If the Engineer fails to maintain the required insurance, the City shall have the right, but not the obligation, to purchase the required insurance at Engineer's expense.

Certificates and notices should be given to the City at the following address:

**City of Bryan  
Attn: Risk Management Department  
300 S. Texas Ave.  
Bryan, TX 77803**

**RIGHT TO REVIEW AND ADJUST** The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent. Furthermore, the City reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition.

**6. Termination**

- A. The City or Engineer may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the receipt of such notice, the Engineer shall discuss with the City what will be accomplished within the 30 calendar day timeframe and document this in an exit strategy that must be approved by the City. The Engineer shall be compensated for the services satisfactorily performed prior to the termination date.
- B. If, through any cause, the Engineer fails to fulfill its obligations under this Contract, or if the Engineer violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Engineer **five (5)** calendar days written notice to the Engineer. The Engineer will be compensated for the services satisfactorily performed before the termination date.
- C. No term or provision of this Contract shall be construed to relieve the Engineer of liability to the City for damages sustained by the City because of any breach of contract by the Engineer. The City may withhold payments to the Engineer for the purpose of setoff until the exact amount of damages due the City from the Engineer is determined and paid.

**7. Miscellaneous Terms**

- A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:  

The City of Bryan	The Engineer
Attn: W. Paul Kaspar, P.E.	Gary W. Schatz, P.E., PTOE
P.O. Box 1000	4335 Hazepoint Drive
Bryan, Texas 77805	Katy, TX 77494
- C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.
- D. This Contract represents the entire and integrated agreement between the City and the Engineer and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

- E. This Contract and all rights and obligations contained herein may not be assigned by the Engineer without the prior written approval of the City.
- F. The Engineer, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Engineer must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.
- G. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

Party of the First Part  
**CITY OF BRYAN, TEXAS**

**Approved as to Form:**

**Approved:**

\_\_\_\_\_  
 Janis Hampton, City Attorney

\_\_\_\_\_  
 Jason P. Bienski, Mayor

**Prepared and Recommended:**

**ATTEST:**

\_\_\_\_\_  
 W. Paul Kaspar, P.E., City Engineer

\_\_\_\_\_  
 Mary Lynne Stratta, City Secretary

**Approved for Processing:**

**Date:** \_\_\_\_\_

\_\_\_\_\_  
 Jayson Barfknecht, P.E., Ph.D  
 Director of Public Works

Party of the Second Part

**ENGINEER:**

\_\_\_\_\_  
 Kean Register, City Manager

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Firm's License No.F-16936

\_\_\_\_\_  
 Witness

**ATTACHMENT "A"**  
**LETTER OF ENGAGEMENT**

**GARY W. SCHATZ, P.E., PTOE, PTP**  
**Texas PE Firm Registration F-16936**  
**4335 Hazepoint Drive**  
**Katy, TX 77494**  
**713.591.5626**

November 10, 2015

Mr. W. Paul Kaspar, P.E., CFM, City Engineer  
City of Bryan  
300 South Texas Avenue  
Bryan, Texas 77803

RE: City Transportation Engineer for the City of Bryan, Texas  
Proposal to Provide Professional Engineering Services

Dear Mr. Kaspar:

I am pleased to present this proposal to continue providing professional engineering services to the City of Bryan (Client) as the City's Transportation Engineer. This role acts under the direction and authority of the City Engineer.

The specific areas of involvement for these services include, but are not limited to, the following:

1. Perform Local Area Traffic Management policy development, implementation, training and administration;
2. Perform Residential Permit Parking policy development, implementation, training and administration;
3. Perform Railroad Quiet Zone planning, design, coordination, and implementation;
4. Perform Bicycle Plan development, planning, assessment, design, and implementation;
5. Provide Major Thoroughfare Plan development and analysis;
6. Perform ADA Transition Plan coordination, development, planning, design, and implementation;
7. Perform Intersection and Roadway Safety Improvements planning, design, and implementation;
8. Perform Traffic Control Plans review, development, coordination, supervision and inspection;
9. Perform Signing and Markings planning, design, review, implementation and inspection;
10. Evaluate operational deficiencies and crash risk potential and develop recommendations and strategies for mitigation;
11. Perform Warrant Studies planning, coordination, execution, preparation, evaluation, and recommendations (traffic signals, pedestrian hybrid beacons, intersection controls, parking management, etc.);
12. Guide traffic data collection, analysis and management (Speeds, volumes, classification, turning movements, queuing, travel times, etc.);

13. Develop asset management system for traffic signs, signals, pavement markings, geometric street features, etc.;
14. Provide assessment and development of traffic signal systems management including timing and phasing plans, coordination and synchronization, equipment and software upgrades;
15. Develop concepts for an overhead street name sign program for all signalized intersections. Quality street name signs help the public with wayfinding and create branding opportunities for various areas, neighborhoods and districts. This effort ties into a custom street name sign program for ground-mounted signs.
16. Develop concepts for a street terminus safety audit program. This effort reviews "dead end" streets and identifies any needs for advance signing, safety barricades or warning markers to minimize the potential for end of road crashes.
17. Provide guidance to city staff with regard to Capital Improvement project development on transportation issues;
18. Mentor younger staff engineers and providing training to staff on state of the practice transportation planning and traffic engineering topics;
19. Interact and develop effective professional relationships with other City departments, other governmental entities, community institutions, and other stakeholders;
20. Attend various meetings, workshops, training, seminars and conferences as requested or directed;
21. Perform conceptual and technical review of development-related construction plans, site plans, plats, and other documents with regard to transportation related issues (driveway separation, throat depth, site and area circulation, thoroughfare planning, geometric design, etc.);
22. Perform inquiry response, community outreach, and stakeholder engagement regarding transportation issues;
23. Provide staff support related to the Bryan-College Station Metropolitan Planning Organization;
24. Provide operational and technical support during special events or emergencies; and,
25. Perform other traffic engineering or transportation planning tasks and duties as assigned.

Client will provide workspace and a laptop computer with appropriate software and peripherals and with access to the City's network as well as remote access in order to share information and to manage electronic work products timely and efficiently. Client will also provide an identification and access badge. The printing of business cards will be a reimbursable expense.

The above services are to be provided on an hourly basis at a rate of \$75.00 per hour. The contract period is for a one year (365 days) period. Assuming 2,000 contract work hours in a year, the total estimated professional engineering services budget is \$150,000.00. No services will be provided beyond the estimated budget without Client approval. Prior to performing any additional services, a budget with scope of services will be developed and submitted to Client for approval.

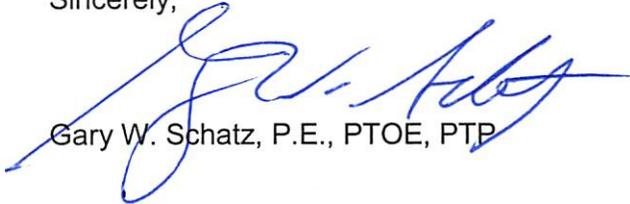
Mileage, travel, meals and lodging will not be reimbursed unless approved in advance by Client. Miscellaneous expenses including tolls will be reimbursed at cost. If approved in advance, mileage will be reimbursed at the current IRS tax code rate (presently 57.5¢ per mile).

Requests for payment will be submitted monthly with supporting documentation. Payment is due from Client within 30 days from date of submittal.

If this proposal satisfactorily meets your needs, please sign below indicating approval and Notice to Proceed.

Thank you very much for this opportunity to continue helping you with this critically important role. If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary W. Schatz".

Gary W. Schatz, P.E., PTOE, PTP

**City of Bryan, Client  
Approval and Notice to Proceed:**

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Signature

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Printed Name

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Title

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Date





# TEXAS BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF REGISTRATION

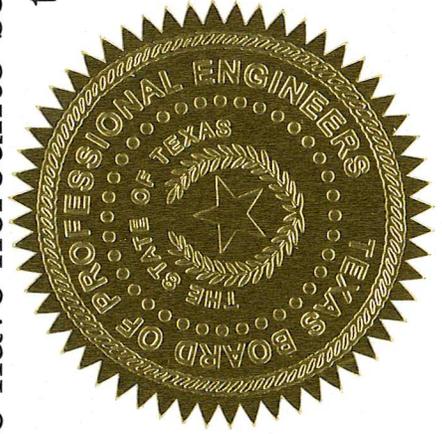
This acknowledges that

*Gary W. Schatz, P.E. (dba) Gary W. Schatz, P.E., PTOE*

has fulfilled the requirements of the State of Texas  
to offer and perform engineering services in the  
State of Texas.

In witness whereof

we have hereunto set our hands and affixed the seal of the Board,  
this 28<sup>th</sup> day of April 2015



  
BOARD CHAIR

  
BOARD SECRETARY

Registration # F-16936

**GARY W. SCHATZ, P.E., PTOE**  
4335 Hazepoint Drive  
Katy, TX 77494  
713.591.5626  
gary.schatz@sbcglobal.net

**OBJECTIVE** Continue a career path supervising, coordinating and managing processes and programs that emphasize context-sensitive, people-centric solutions in transportation infrastructure planning, design, construction, operations and maintenance.

## **WORK EXPERIENCE**

City of Austin, Texas, Austin Transportation Department – April 2010 to September 2014

*Assistant Director and City Traffic Engineer*

Supervised approximately 80 staff members, including professional engineers, project managers, field technicians, maintenance crews, and administrative support staff

Partnered with other agencies to develop, review and implement transportation plans, codes and ordinances

- South Congress Area – Implemented innovative complete streets improvements that transformed South Congress to a people-centric corridor. Developed strategies to address spill over parking into neighborhoods from adjacent commercial district. Included analysis of land uses, off-street parking supply, and on-street parking supply and utilization. Developed policies and regulations for on-street permit parking. Designed and implemented improvements increasing on-street parking.
- Mueller Neighborhood Parking Management District – Facilitated studies and policy development for parking management strategies for new urbanist development and adjacent traditional neighborhoods. Included on-street and off-street parking management, valet and circulator services, origin and destination analysis for residents and patrons to improve circulation. Required significant interaction with community stakeholders and elected officials.
- Corridor Studies – Worked integrally with Austin's Planning and Development Review Department staff and consultants to formulate, guide, review and develop land use and transportation plans for Airport Boulevard, MLK Boulevard, East Riverside Drive, North Lamar Boulevard, and Burnet Road corridors.
- Transit Improvements – Advanced partnership with Capital Metropolitan Transit Agency to improve accessibility to transit through consolidation of stops, implementation of advanced traffic signal system to provide transit priority, and installation of Pedestrian Hybrid Beacons (PHBs) and improved sidewalks and curb ramps.
- Complete Streets Policy – Contributed materially to the development of Austin's adopted Complete Streets Policy as well as the adoption of NACTO's *Urban Roadway Design Guide* and ITE/CNU's *Designing Walkable Urban Thoroughfares* for use in transportation planning and design efforts.

Coordinated and administered high-visibility programs and processes

- Arterial Management – Operation, coordination and synchronization of nearly 1,000 traffic signals
- Traffic Operations – Conduct engineering assessments in response to over 15,000 requests annually
- Signs and Markings Maintenance – Management of citywide crews, equipment and materials
- Local Area Traffic Management – New program to mitigate speeding in neighborhoods through physical modifications of roadways and intersections
- Residential Permit Parking Program – Assessment, implementation and issuance of permits to address spillover parking issues along neighborhood streets
- Intersection and Roadway Improvements – Utilized in-house designers and on-call construction contracts to provide analysis, design, and construction of improvements

Spearheaded the use of Pedestrian Hybrid Beacons (PHBs) in Texas; Austin has the most PHBs in the US  
Facilitated implementation of Austin's first buffered bicycle lanes and both one-way and two-way cycle tracks and use of bicycle detection and bicycle signals.

Designed innovative intersections and roadways to create Complete Streets to better serve all roadway users. Implemented Austin's first state-of-the-practice modern roundabouts.

Developed and managed operating and capital budgets, managed personnel actions, established guidelines and procedures for various programs of work, issued traffic regulations

## ***Resume of Gary W. Schatz, P.E., PTOE, continued***

Walter P. Moore & Associates, Inc., Houston, Texas – January 2006 to October 2009

### ***Senior Associate***

Project Manager for complex transportation planning studies utilizing context sensitive design principles and a systems-level approach coupled with significant stakeholder outreach

- Round Rock Downtown Master Plan, Round Rock, Texas – Developed walkable community design concepts including modern roundabouts and conversion of a four lane roadway to a three lane roadway with continuous left turn lane and on street parking responsive to redevelopment impacts.
- Addicks Community Traffic Study/BP Westlake Campus Redevelopment Plan, Houston, Texas – Developed alternative geometric design concepts and construction documents including modern roundabouts, bikeways, and pedestrian corridors intended to mitigate anticipated impacts associated with new commercial development.
- El Paso ISD Safe Routes to Schools Program, El Paso, Texas – Oversaw the development of recommended improvements to enhance walkability and safety for 48 elementary schools using traditional and alternative geometric designs
- Upper Valley Traffic Study, El Paso, Texas – Evaluated regional transportation network within a 15 square mile area in western El Paso. Using traditional and alternative geometric design concepts, developed context-sensitive transportation improvement plan through 2035. Projects included single and multi-lane roundabouts, three lane roadways with pull-out transit stops and shared bike routes, new roadways, intersection improvements, and grade separated interchanges.
- Regent Square – Redevelopment of 24 acres in the Montrose area of Houston, TX. Included office, retail, residential, restaurants, grocery store, boutique hotel, and theater land uses that were planned and designed with New Urbanist principles. Provided multimodal transportation planning and traffic impact analysis. Performed significant outreach to neighborhood stakeholders and public agencies.
- Arrington Road, College Station, Texas – Developed geometric design and construction documents for College Station's first modern roundabout. Project included the construction of adjacent roadways with bike lanes, sidewalks, and curb ramps. Completed in December 2008.

City of Houston, Texas, Traffic & Transportation Division – October 1996 to January 2006

### ***Managing Engineer***

Supervised approximately 40 staff members, including professional engineers, planners, project managers, field technicians and administrative support staff

Coordinated and administered high-visibility programs and processes

- Traffic Operations – Conduct engineering assessments in response to over 6,000 requests annually
- Speed Humps – 2,400 speed humps citywide; process new requests and install new speed humps
- Neighborhood Traffic Projects – Mitigate cut-through traffic in neighborhoods through analysis of land uses, calculation of volume of cut-through vehicular traffic, projection of potential impacts for various mitigation strategies, and physical modifications of roadways and intersections. Included significant community outreach efforts.
- Street Lighting - Authorizes the installation of 1,700 new street lights annually while managing \$25 million annual operating budget for 165,000 existing street lights
- Intersection Improvements - Utilizes consultant and construction contracts to provide analysis, design, and construction of improvements with \$1 million annual budget
- Development Review – Provided review of proposed development concepts and plans for individual parcels and entire subdivisions. Provided input to ongoing administration of Houston's adopted Major Thoroughfare and Freeway Plan.

Designed and implemented Houston's first railroad quiet zone

Coordinated planning, design, construction and community outreach issues for Houston's first light rail transit system in partnership with Metropolitan Transit Authority and their consultants.

### ***Staff Traffic Engineer/Supervising Engineer***

Developed designs for Houston's first neighborhood street reconstruction project that included speeding and cut-through mitigation integrally in the design of the roadways. Included Houston's first modern roundabouts.

Coordinated and tracked complex traffic engineering studies for neighborhood cut-through traffic mitigation.

Contributed materially to the development of traffic calming policies and processes.

Provided review of development plans for individual parcels and projects.

## **Resume of Gary W. Schatz, P.E., PTOE, continued**

Traffic Engineers, Inc., Houston, Texas - November 1995 to October 1996

### **Associate Engineer**

Planned and conducted signal warrant studies, traffic impact assessments, and school and church traffic circulation and parking studies statewide  
Designed traffic signal systems at various statewide locations

Oklahoma Department of Transportation - May 1988 to November 1995

### **Field Division Traffic Engineer, Muskogee, Oklahoma**

Supervised, coordinated and managed traffic operations along 2,500 lane miles of roadway in eight counties.  
Developed over \$4 million in projects for roadway safety improvement  
Supervised division-wide maintenance crews responsible for traffic signs and pavement markings  
Spearheaded ODOT's use of water-based traffic marking paint

### **Field Engineering Inspector, Muskogee, Oklahoma**

Primary inspector for 5 ½ mile concrete paving project which won national quality award  
Inspected, documented, and developed necessary field engineering changes to over \$17 million in construction projects including earthwork, asphalt and concrete paving, drainage structures, multi-span bridges, traffic signals and roadway lighting

120<sup>th</sup> Engineering Battalion, Oklahoma Army National Guard - February 1985 to July 1992

### **Battalion Personnel Officer**

Analyzed, tracked and developed personnel management programs for over 700 soldiers  
Facilitated overseas deployment processing of soldiers for Desert Shield/Desert Storm

### **Battalion Construction Officer**

Leader of unit deployed to Jamaica, WI on humanitarian aid program to rebuild a school damaged by hurricane  
Facilitated engineering skills retraining program which certified 120 soldiers in new construction specialties

### **Detachment Commander**

Planned and managed training and personnel activities for over 80 soldiers  
Responsible for safeguarding over \$15 million in facilities and equipment

### **Platoon Leader**

## **EDUCATION, CERTIFICATIONS & MEMBERSHIPS**

Northwestern University Traffic Institute, Evanston, Illinois, Traffic Engineering Short Course, 1995  
Bachelor of Science, Civil Engineering, University of Oklahoma, Norman, Oklahoma, 1988  
Engineering Officer Basic Course, Ft. Belvoir, Virginia, 1985 (Graduated second in class)  
Commissioned Second Lieutenant, U.S. Army Reserve, Corps of Engineers, 1984  
Associate of Arts, Kemper Military School and College, Boonville, Missouri, 1984

Licensed Professional Engineer in Kansas, Missouri, New Mexico, Oklahoma and Texas  
Professional Traffic Operations Engineer (PTOE) #1758, 2005  
Professional Transportation Planner (PTP) pending, expected August 2015

Urban Land Institute (ULI) – 2015 to present

Women's Transportation Seminar (WTS) – 2013 to Present

Congress for the New Urbanism (CNU) – 2012 to Present

Institute of Transportation Engineers (ITE) – 1998 to Present

- Member, Complete Streets Council, 2015 to Present
- Member, Pedestrian & Bicycle Standing Committee, 2011 to Present
- Member, Roundabout Standing Committee, 2008 to Present (Chair, 2011 – 2014, Vice Chair, 2008 – 2011)

Texas District of ITE (TexITE) – 1998 to Present

- Member, Programming Committee, 2012 to 2014

Oklahoma Traffic Engineering Association (OTEA) – 1992 to Present

## **Resume of Gary W. Schatz, P.E., PTOE, continued**

### **PROFESSIONAL DEVELOPMENT**

Member, Technical Review Committee for *Extended Event Horizon Navigation and Wayfinding for Blind and Visually Impaired Pedestrians in Unstructured Environments*, Turner-Fairbanks Highway Research Center (TFHRC), McLean, Virginia, 2014.

Member, *Green Lane Project: Denmark Bicycle Transportation Leadership Study Tour*, People for Bikes, Copenhagen, Denmark, 2013

Member, Technical Steering Committee for *Urban Streets Design Guide*, National Association of City Transportation Officials (NACTO), 2013 to 2014.

Member, Technical Advisory Panel for *Evaluation of Pedestrian Hybrid Beacons and Rapid Flashing Beacons*, Texas A&M Transportation Institute (TTI), 2012 to present.

Member, Livable Centers Policy Steering Committee, Houston-Galveston Area Council (H-GAC), 2006

Member, Local Relations Committee, Greater Houston Partnership (GHP), 2006

Member, Transportation Committee, Houston Council of Engineering Companies (HCEC), 2005

Member, H-GAC Technical Advisory Committee, 2002

Guest Lecturer, *Traffic Impact Analysis Techniques for Mixed Use Developments*, Transportation Planning graduate-level course, Texas A&M University, College Station, Texas, 2010.

Moderator, Complete Streets – TexITE Spring Meeting, Austin, TX, 2014

Moderator, Non-Motorized Roadway User Safety – TexITE Spring Meeting, San Marcos, TX, 2012

Moderator, Pedestrian Safety – TexITE Fall Meeting, Ft. Worth, TX, 2012

Moderator, Transportation Safety – TexITE Fall Meeting, Ft. Worth, TX, 2011

Moderator, Innovative Bicycle Facilities – NACTO Webinar, Austin, TX, 2011

Moderator, Modern Roundabouts – TexITE Fall Meeting, Garland, TX, 2011; ITE Annual Meeting, St. Louis, MO, 2011

Presenter, Innovative Intersections – Texas Department of Transportation (TxDOT) Short Course, College Station, TX, 2012

Presenter, Innovative Solutions – ITE Technical Conference, Pasadena CA, 2012

Presenter, Pedestrian Hybrid Beacons (PHBs) – Texas Legislature, Austin, TX, 2011; Intelligent Transportation Society (ITS) of Texas Annual Meeting, San Marcos, TX, 2011; Joint OTEA & Missouri Valley District of ITE (MoVITE) Annual Meeting, Tulsa, OK, 2014

Presenter, Railroad Quiet Zones – ITE Annual Meeting, Pittsburgh, PA, 2007

Presenter, Context Sensitive Solutions – H-GAC Workshop, Houston, TX, 2007; WTS, San Antonio, TX, 2010; Travis Chapter of the Texas Society of Professional Engineers (TSPE), Austin, TX, 2013; TexITE South Texas Chapter, Corpus Christi, TX, 2013, TexITE, Richardson, TX, 2013

Presenter, Modern Roundabouts – City of Houston, Houston, TX, 2004; Houston Council of Engineering Companies (HCEC), Houston, TX, 2008; TexITE Summer Meeting, Sugar Land, TX, 2010; Transportation Research Board (TRB), Webinar, 2011; Texas Legislature, Austin, TX, 2011; ITE, Webinar, 2014; TRB Roundabout Conference, Seattle, WA, 2014

Presenter, Traffic Calming Techniques – TexITE Winter Meeting, Arlington, TX, 2000; Texas Chapter of the American Planning Association (APA-TX), Houston, TX, 2001; OTEA, Wagoner, OK, 2003; American Society of Civil Engineers (ASCE), Houston, TX, 2005; ITE Technical Conference, San Antonio, TX, 2006; ITE Technical Conference, Orlando, FL, 2011

Technical Reviewer, *Trip Generation Handbook*, ITE, 2013

Technical Reviewer, *School Site Planning, Design and Transportation*, ITE, 2012

### **REFERENCES**

Available Upon Request



TEXAS BOARD of PROFESSIONAL ENGINEERS  
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April 28, 2015

Gary W. Schatz, P.E.  
Gary W. Schatz, P.E., PTOE  
4335 Hazepoint Dr  
Katy, TX 77494

Dear Sir or Madam:

I am pleased to notify you that the firm was approved for registration with the Texas Board of Professional Engineers and was issued Texas registration number F-16936, which authorizes the firm to offer and provide professional engineering services in the State of Texas. The Texas Engineering Practice Act and current Board Rules of Practice and Procedure of Engineering are posted on our website at <http://engineers.texas.gov>, which explain the rights, privileges and responsibilities of a Texas registration and its licensed professional engineers.

A certificate of registration for the firm is enclosed. The registration's expiration date is April 30, 2016. Please note that the firm's registration must be renewed annually prior to the expiration date. A renewal invoice will be mailed approximately thirty to forty-five days prior to the expiration date to the address in our records.

We thank you for working with us. Together we can build a better Texas and protect the safety, health, welfare, and property of the citizens of this fine state.

Sincerely,

Lance Kinney, P.E.  
Executive Director

LK: jh  
Enclosure: Certificate