Contract No. MLA Labs Geotechnical/Pavement engineering services

Checklist

Prior to Initiation of Work

- ❑ Signed and Executed Agreement
- ❑ Scope of Services – Appendix A
  - ○ Exhibit A – Services to be provided by County
  - ○ Exhibit B – Services to be provided by Engineer
  - ○ Exhibit C – Work Schedule
  - ○ Exhibit D – Fee Schedule
- ❑ Production Schedule – Exhibit IV
- ❑ Hourly Rates of Engineer – Exhibit II
- ❑ Work Authorization - Attachment A to Exhibit I
  - ○ Supplemental Work Authorization for Additional Work (if applicable)
- ❑ Data to be provided to Engineer by County
  - ○ Plans
  - ○ Maps
  - ○ Studies
  - ○ Reports
  - ○ Field Notes
  - ○ Statistics
  - ○ Computations
  - ○ Other:_____
- ❑ Contractors Qualification Statement – Appendix B
- ❑ Insurance
  - ○ Worker's Compensation
  - ○ Commercial General Liability Insurance
  - ○ Automobile Liability Insurance
  - ○ Professional Liability Errors and Omissions Insurance
  - ○ Self Insurance Documentation
  - ○ Insurance Certificates for Subcontractors and/or Sub-consultants
  - ○ Approval of Insurance by County

Course of Work

- ❑ Original Engineering Work Product submittal
- ❑ "Completed" Engineering Work Product
- ❑ "Accepted" Engineering Work Product
- ❑ Modifications and/or Changes for Approval of Engineering Work Product
- ❑ "Approved" Engineering Work Product
- ❑ Revisions to Work Product
- ❑ Seal of Endorsement on all Engineering Work Product
- ❑ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

Contract No. _____

- ❑ Notice of Suspension
- ❑ Notice of Reinstatement
- ❑ Notice of Termination
- ❑ Notice of Staffing Changes
- ❑ Written Report of Accident

Documentation for Payment

- ❑ Internal Revenue Form W-9
- ❑ Invoice for Services Rendered
    - o Supporting Documentation
    - o Report of Completion Percentage
- ❑ Invoice for Reimbursables
    - o Proof of prior payment by Engineer of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS (cont'd)

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (***the "County"***) and MLA Labs, Inc. (***the "Engineer"***).

WHEREAS, ***County*** proposes to construct various roadway project;

WHEREAS, ***County*** desires to obtain professional services for geotechnical and pavement engineering services (***the "Project"***);

WHEREAS, ***Engineer*** has the professional ability and expertise to fulfill the requirements of the ***Project***, and to counsel ***County*** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, ***County*** and ***Engineer*** agree to the performance of the professional services by ***Engineer*** and the payment for these services by ***County*** as set forth herein.

Section I
Employment of the Engineer

County agrees to employ ***Engineer*** and ***Engineer*** agrees to perform professional engineering services for the ***Project*** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (***individually or collectively the "County Judge"***). The ***County Judge*** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

A. In consideration of the compensation herein provided, ***Engineer*** shall perform professional engineering services for the ***Project***, which are acceptable to the ***County Judge***, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. ***Engineer*** shall also serve as ***County's*** professional engineer in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Engineer's*** services.

B. ***Engineer*** shall not commence work until ***Engineer*** has been thoroughly briefed on the scope of the ***Project*** and has been notified in writing by the ***County Judge*** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

C. ***County*** shall provide ***Engineer*** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular ***Project*** at no cost to ***Engineer***; however, any and all such information shall remain the property of ***County*** and shall be returned, if the ***County Judge*** so instructs ***Engineer***.

D. ***Engineer*** shall perform the following Basic Scope of Services:

1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the ***Project***, including any Public Hearings, satisfactory to the ***County Judge*** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.

2. The following documents shall be used in the development of the ***Project***:

   a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
   b. Texas Department of Transportation Construction Manual, latest edition
   c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
   d. National Environmental Policy Act (NEPA)
   e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
   f. Americans with Disabilities Act (ADA) Regulations
   g. U.S. Army Corps Regulations
   h. Southern Building Code, latest edition
   i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
   j. National Electrical Code, latest edition
   k. Williamson County Design Criteria & Project Development Manual, latest edition
   l. TxDOT Bridge Division Foundation Manual, latest edition

3. Design Criteria Order of Precedence: Design Criteria for the ***Project*** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.

4. As part of the Scope of Services, ***Engineer*** shall submit its work products to ***County*** for review at regular intervals.

5. The detailed Scope of Services for the ***Project*** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III

Fee schedule

A. For and in consideration of the performance by ***Engineer*** of the work described in the Scope of Services, ***County*** shall pay and ***Engineer*** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by ***Engineer*** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.

B. For the performance of services not specifically described in the Scope of Services ***Engineer*** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of ***Engineer's*** services as basic or additional services under this agreement, the decision of the ***County Judge*** shall be final and binding on ***Engineer***.

Section IV
Period of Service

A. ***Engineer*** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.

B. This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within 730 calendar days from receipt by ***Engineer*** of ***County's*** written Work Authorization and in accordance with the production timeline included in the Scope of Services.

C. Neither ***Engineer*** nor ***County*** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond ***Engineer's*** or ***County's*** reasonable control. Upon the discovery of such an event, ***Engineer*** shall notify ***County***, and attend a special meeting with the ***County Judge*** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the ***County Judge***.

D. ***County*** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by ***Engineer*** of written Notice of Reinstatement from ***County***. ***Engineer***, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the ***Project*** or the ***Engineer's*** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate,

Engineer may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. ***County*** may unilaterally terminate this Agreement for reasons other than substantial failure by ***Engineer*** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. ***Engineer*** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of ***Engineer*** to perform, ***County*** may prosecute the work to completion by contract or otherwise and, in such a case, ***Engineer*** shall be liable for any additional costs incurred by ***County***.

F. ***Engineer*** specifically acknowledges that ***County*** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining ***County's*** actual damages, ***Engineer*** agrees that _one-hundred and No/100 Dollars ($100.00) per day shall be retained by ***County*** from any amounts due ***Engineer*** for every day that ***Engineer*** does not meet the production requirements set forth in Exhibit IV.

G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by ***County*** is found to be incomplete, as defined in SectionVI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages

H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V
Coordination with the County

A. The ***County Judge*** will act on behalf of ***County*** with respect to the work to be performed under this Agreement. The ***County Judge*** shall have complete authority to interpret and define ***County's*** policies and decisions with respect to ***Engineer's*** services. The ***County Judge*** may designate representatives to transmit instructions and receive information.

B. ***Engineer*** shall not commence work on any phase of the ***Project*** until a thorough briefing on

the scope of the ***Project*** is received and a written Work Authorization is issued by the ***County Judge*** in substantially the form of Attachment A to Exhibit I.

C. ***Engineer*** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that ***Engineer*** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.

D. ***Engineer*** shall have the responsibility at all times under the terms of this Agreement to advise ***County*** whether in ***Engineer's*** judgment it is feasible to proceed with the recommendations given any constraints affecting the ***Project***.

E. ***Engineer*** shall cooperate and coordinate with ***County's*** staff, and other engineers and contractors as reasonable and necessary and as required by the ***County Judge***.

Section VI
Review of Work Product

A. ***Engineer's*** engineering work product will be reviewed by ***County*** under its applicable technical requirements and procedures.

B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by ***Engineer*** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to ***County*** shall be determined by ***County*** within thirty (30) days of such submittal and ***County*** shall notify ***Engineer*** in writing within such 30-day period if such work product has been found to be incomplete.

C. If the submission is complete, ***County*** shall notify ***Engineer*** and ***County's*** technical review process will begin.

D. If the submission is incomplete, ***County*** shall notify ***Engineer***, who shall perform such professional services as are required to complete the work and resubmit it to ***County***. This process shall be repeated until a submission is complete.

E. ***County*** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to ***Engineer***, who shall perform any required work and resubmit it to ***County***. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the ***County Judge's*** opinion substantial compliance with the requirements of this Agreement has been achieved.

F. After acceptance, ***Engineer*** shall perform any required modifications, changes, alterations,

corrections, redesigns, and additional work necessary to receive final approval by the ***County Judge***. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

G. After approval of final engineering work products, ***Engineer*** shall without additional compensation perform any work required as a result of ***Engineer's*** development of the products 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 approval of a final product shall be paid for as Additional Services.

H. In the event of any dispute over the classification of ***Engineer's*** work products as complete, accepted, or approved under this Agreement, the decision of the ***County Judge*** 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.

Section VII
Revision to Work Product

Engineer shall make without expense to ***County*** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of ***County***, but after the approval of the work product any revisions, additions, or other modifications made at ***County's*** request which involve extra services and expenses to ***Engineer*** shall entitle ***Engineer*** to additional compensation for such extra services and expenses, provided however, that ***Engineer*** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the ***Engineer's*** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by ***Engineer*** to revise the plans in order to make the ***Project*** constructible, ***Engineer*** shall do so without additional compensation. In the event of any dispute over the classification of ***Engineer's*** services as Basic or Additional Services under this Agreement, the decision of the ***County Judge*** 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.

Section VIII
Engineer's Responsibility and Liability

A. ***Engineer*** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, ***Engineer*** shall inform ***County*** of such event within five working days.

B. ***Engineer*** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the ***County Judge*** regarding county permitting or similar requirements properly waivable by the ***County Judge***.

C. Acceptance and approval of the final plans by ***County*** shall not release ***Engineer*** of any responsibility or liability for the accuracy and competency of his designs, working drawings,

specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by ***County*** shall be an assumption of responsibility or liability by ***County*** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by ***Engineer***.

D. ***ENGINEER*** **SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS** ***COUNTY*****, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF** ***ENGINEER*** **OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER,** ***ENGINEER*** **SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**

E. ***Engineer's*** opinions of probable ***Project*** cost or construction cost represent ***Engineer's*** professional judgment as a design professional familiar with the construction industry, but ***Engineer*** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from ***Engineer's*** opinions of probable cost.

F. ***Engineer*** shall perform all services and responsibilities required of ***Engineer*** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.

G. ***Engineer*** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that ***Engineer*** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of ***County***, to perform the services when and as required and without delays. It is understood that ***County*** will approve assignment and release of all key ***Engineer*** and professional personnel.

H. 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 opinion of ***County*** is incompetent or whose conduct becomes detrimental to the work or coordination with ***County***, shall upon ***County's*** and/or ***County Judge's*** request be immediately removed from association with the ***Project***.

I. ***Engineer*** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.

J. ***Engineer*** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to ***County***, as required by law.

K. ***Engineer*** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of ***Engineer*** shall be classified as an employee of ***County***.

Section IX
Ownership of Documents

A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by ***Engineer*** are the property of ***County*** and upon completion of the work or termination of this Agreement or as otherwise instructed by ***County*** and/or ***County Judge,*** shall be delivered to ***County*** in an organized fashion with ***Engineer*** retaining a copy.

B. Any reuse by ***Engineer*** of any such documents described in subsection A above, without the specific written consent of ***County*** shall be at ***Engineer's*** sole risk and without liability or legal exposure to ***County***. Should ***Engineer*** be terminated, ***Engineer*** shall not be liable for ***County's*** use of partially completed designs, plans, or specifications on this ***Project*** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by ***Engineer***, or Surveyor, as applicable, as specified by professional standards.

C. ***Engineer*** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and ***County's*** respective engineers and contractors, without the specific written consent of ***Engineer***. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X
Maintenance of and Right of Access to Records

A. ***Engineer*** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the ***Project***, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.

B. ***Engineer*** further 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 ***Engineer***, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ***Engineer*** 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.

C. ***Engineer*** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that ***County*** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and

photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that ***County*** shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. ***County*** shall give sub-consultant reasonable advance notice of intended audits.

D. ***Engineer*** and sub-consultant agree to photocopy such documents as may be requested by ***County***. ***County*** agrees to reimburse ***Engineer*** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI
Miscellaneous

A. ***Severability.*** If any provision of this Agreement 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 Agreement 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 Agreement 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 Agreement and be deemed to be validated and enforceable.

B. ***Venue and Governing Law.*** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the 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. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

C. ***Equal Opportunity in Employment. Engineer*** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.

D. ***Certificate of Engineer. Engineer*** certifies that neither ***Engineer*** nor any members of ***Engineer's*** firm has:

(1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for ***Engineer***) to solicit or secure the work provided by the Agreement.

(2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

(3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for ***Engineer***) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the ***Project*** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

E. ***Notice.*** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER:	MLA Labs, Inc. 2804 Longhorn Boulevard Austin, Texas 78758 Attn: Mr. Timothy Weston, P.E.
COUNTY:	Williamson County Judge Dan Gattis (or successor) 710 Main Street, Ste. 101 Georgetown, Texas 78626
with copy to:	Hal C. Hawes, Legal Advisor Office of Williamson County Judge 710 Main Street, Suite 200 Georgetown, Texas 78626
and to:	Prime Strategies, Inc. 1508 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver
and to:	HNTB 14 Galloping Road Round Rock, Texas 78681 Attn: James Klotz, P.E.
and to:	Williamson County Director of Infrastructure 3151 S.E. Inner Loop, Suite B Georgetown, Texas 78626 Attn: Robert B. Daigh, P.E.
and to:	_____ _____ _____

OK ✓

F. ***Insurance Requirements.*** ***Engineer*** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

G. ***Property Taxes.*** Notwithstanding anything to the contrary herein, to the extent ***County*** becomes aware that ***Engineer*** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, ***Engineer*** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, ***County*** shall not have an affirmative duty to determine if ***Engineer*** is delinquent in the payment of property taxes.

H. ***Successors and Assigns.*** This Agreement shall be binding upon and inure to the benefit of ***County*** and ***Engineer*** and their respective successors, executors, administrators, and assigns. Neither ***County*** nor ***Engineer*** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

I. ***Bidding Exemption.*** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

J. ***Taxpayer Identification.*** ***Engineer*** shall provide to ***County Judge*** upon submittal of ***Engineer's*** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

K. ***Compliance with Laws.*** ***Engineer*** 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, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the ***Engineer*** shall furnish the ***County*** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

L. ***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 Agreement, 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 Agreement.

M. ***Definition of Engineer.*** The term "***Engineer***" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

N. ***Gender, Number and Headings.*** Words of any gender used in this 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 Agreement.

O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.

P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Corporation, duly authorized to transact and do business in the State of Texas.

Q. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement 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 Agreement.

R. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, 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.

S. ***No Waiver of Immunities.*** Nothing in this Agreement 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.

T. ***Interest and Late Payments. County's*** payment for goods and services 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 the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment 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.

U. ***Texas Public Information Act.*** To the extent, if any, that any provision in this Agreement 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.

V. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

W. ***Governing Terms and Conditions.*** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.

X. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between ***County*** and ***Engineer*** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both ***County*** and ***Engineer***. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this ____ day of _____ , 20____.

THE ENGINEER:

MLA LABS, INC.

BY: _____

Printed Name: Timothy R. Weston
Title: Vice President

WILLIAMSON COUNTY:

BY: _____

Williamson County Judge

Reviewed as to Form By: _____

Legal Advisor to the Williamson County Commisioners Court

Funds Verified By: _____

County Contract Auditor

ok

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of $1,000,000.00.

1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.

1.3 ***Engineer*** shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the ***Engineer's*** invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

2.1 ***Engineer*** and ***County*** acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then ***Engineer*** shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

3.1 ***County*** will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the ***Engineer*** to perform one or more tasks. 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, 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 Agreement. The executed Work Authorizations shall become part of this Agreement.

3.2 Work included in a Work Authorization shall not begin until ***County*** and ***Engineer*** have signed the Work Authorization. All work must be completed on or before the completion 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. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The ***Engineer*** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.

4.2 ***Engineer*** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, ***Engineer*** shall not be compensated for work made necessary by ***Engineer's*** negligent errors or omissions.

4.3 The maximum amount payable under this Agreement without modification (the "***Compensation Cap***") is $1,000,000.00, 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***.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

5.1 Upon submittal of the initial invoice for service, ***Engineer*** shall provide ***County Judge*** 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.

5.2 All invoices submitted to ***County Judge*** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the ***Project***.

5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.

5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by ***Engineer.***

5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2009-2010 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at www.wilco.org.

ATTACHMENT A

WORK AUTHORIZATION NO. SAMPLE

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 MLA Labs, Inc. (***the "Engineer"***).

Part1. The ***Engineer*** will provide the following engineering services:

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 Agreement.

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

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

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

EXECUTED this ____ day of _____, 200__.

ENGINEER: *MLA Labs, Inc.*	COUNTY: Williamson County, Texas
By:_____ Signature	By:_____ Signature
_____ Printed Name	_____ Printed Name
_____ Title	__County Judge_____ Title

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II

HOURLY RATES

1. Senior Engineer.....$150.00

2. Graduate Engineer.....$100.00

3. Project Manager.....$100.00

4. Technician.....$45.00

5. Technician Overtime Rate.....$67.50

Hourly fees for technician time are charged portal to portal. An overtime multiplier of 1.50 will be added for all times before 7 A.M. and after 5 P.M. on weekdays, over 8 hours per day on weekdays, and/or Saturday, Sunday and Holidays.

6. Administrative/Clerical.....$35.00

7. Expert Witness Testimony.....$150.00

OK
12/7/2010

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.

2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.

3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.

4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to ***County*** of a complete work product to the date the review is finished and comments returned to ***Engineer*** shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for ***Engineer*** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, ***Engineer*** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to ***County*** as a pre-condition to final payment.

3. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

4. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

Procedures for ***Engineer*** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, ***Engineer*** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to ***County***, but shall be retained by ***Engineer*** unless requested by ***County***.

2. During the period of suspension, ***Engineer*** may submit the above-referenced statement to ***County*** for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for ***Engineer*** to follow upon exercise of right to terminate for substantial failure of ***County*** to perform:

1. In the event that ***Engineer*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Engineer's*** Notice of Termination, ***Engineer*** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to ***County*** as a pre-condition to final payment. Upon the above conditions being met, ***County*** shall pay ***Engineer*** for approved services actually performed under this Agreement, less previous payments.

3. Failure by ***Engineer*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Engineer*** of any and all rights or claims to collect the fee that ***Engineer*** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

A. ***Engineer*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Engineer*** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Engineer*** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

B. ***Engineer*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Engineer***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. ***Engineer*** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of ***Engineer's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. ***Engineer*** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the ***Project***, ***Engineer*** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the ***County*** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.

E. ***Engineer*** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of ***Engineer's*** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and ***Engineer*** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. ***Engineer*** will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. ***Engineer*** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event ***Engineer*** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by ***County*** or Federal Agency, ***Engineer*** may request ***County*** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, ***Engineer*** agrees to provide and maintain the following insurance:

A. Worker's Compensation in accordance with statutory requirements.

B. 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, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $1,000,000.00 combined single limit per occurrence and $0.00 in the aggregate. ***Engineer*** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.

D. Professional Liability Errors and Omissions Insurance in the amount of $1,000,000.00 per claim and $1,000,000.00 annual aggregate.

E. In the event ***Engineer*** is self-insured in connection with any or all of the above-required insurance policies, ***Engineer*** shall submit proof of such self-insurance and all financial statements as reasonably required by the ***County*** in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by ***County***. ***Engineer*** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by ***County*** shall not relieve or decrease the liability of ***Engineer*** hereunder.

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. ***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. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the ***County*** and the ***County Judge***, and agreed to and hereby acknowledged by the ***Engineer***, that no provision of this Professional Services Agreement shall be construed to require the ***County*** or the ***County Judge*** to submit to mandatory arbitration or mediation 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 under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

MLA LABS, INC.
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING
"put us to the test"

TBPE #F-2684

SCOPE OF SERVICES

Geotechnical Engineering and Construction Materials Testing

The following scope of services will be provided as requested by the client or the client's representative. MLA Labs, Inc. understands that clients have particular project requirements, therefore, scope of services and qualified staff are assigned to meet the needs defined in those specifications. MLA Labs, Inc. provides a broad spectrum of services in the areas of Geotechnical Engineering, Construction Materials Testing and Environmental Site Assessments. MLA Labs, Inc. and/or its sub-contractors will only perform tests in which they are AASHTO certified to perform. The following list of services can be tailored to the unique needs of Williamson County.

OK MG 12/7/2017

ENGINEERING SERVICES

Geotechnical Investigations

Geotechnical consultant services are provided mainly for pavement and foundation investigations, site feasibility and forensic reports for a broad range of projects. MLA Labs, Inc. shall provide the following geotechnical engineering services for Williamson County on an as-needed basis for various projects.

- Provide subsurface exploration and collection of representative subsurface samples of foundation and/or pavement material as necessary for laboratory analysis.
- Provide laboratory testing as required of the representative samples recovered to measure pertinent soil parameters or engineering properties.
- Perform soil engineering analysis and evaluation of the field and laboratory test data to provide recommendations for pavement design, foundation design, slope stability studies, landfill and pond liners, embankments, retaining structures and other geotechnical issues.
- Perform structural damage investigations due to a pavement or foundation's failure to perform as required and remedial recommendations.
- Prepare a written report that includes recommendation from the evaluation of field investigation and observation and/or laboratory test results of each identifies task.

MLA Labs, Inc. is capable of managing geotechnical projects ranging from basic investigations and assessment to elaborate, large scale projects.

Construction Materials Testing and Inspection

MLA Labs, Inc. understands the importance of quality control testing of the construction process so that our clients obtain a quality-constructed project that both satisfies the project plans and the specifications. MLA Labs, Inc. shall provide the following construction materials testing services for Williamson County on an as-needed basis for various projects.

Soils (Laboratory):

- Perform one (1) moisture/density relationship test (method as required by project specifications) for each type of subgrade material encountered and each type of borrow material utilized
- Perform one (1) Atterberg limits determination for each type of subgrade material encountered and each type of borrow material utilized
- Perform one (1) particle size analysis (ASTM D-422) for each type of subgrade material encountered and each type of borrow material utilized
- Perform testing for add mixing lime to reduce placticity index (Lime series Tex 112E) or perform PH Determination of soil-lime mixture as required by project specifications
- Perform material qualification testing as required or requested including sieve analysis, Atterberg limits and/or permeability of soil.

Soils (Field):

- Provide on site field investigation and observation during regrading, excavation, and subgrade excavations and preparation
- Perform one (1) in-place nuclear density test (ASTM D-2922) as specified by construction documents; per lift of subgrade, structural fill, backfill, embankment, and flexible base
- Perform sieve analysis of lime stabilized subgrade material as required by construction documents
- Perform in-place nuclear density test (ASTM D-2922) on lime stabilized subgrade material as specified by construction documents including required moisture content at a frequency dictated by project specifications
- Provide depth verification of lime stabilization as specified by construction documents

Drilled Piers:

- Perform full time inspection of pier drilling operations including: recording a drilled pier log, verifying bearing material, inspecting concrete reinforcing and sampling and testing pier concrete
- Engineering review of geotechnical report, pier drilling specifications and foundation plan

Reinforcing Steel:

- Perform engineering review of concrete reinforcing steel specifications, foundation plan and concrete reinforcing details
- Perform visual inspection of concrete reinforcing steel placement, post tension tendon placement, grade beam trenches and footings prior to concrete placement.
- Perform visual verification of pressure and elongation for post tension tendons.

Concrete:

- Sample, mold, cure, and test one (1) set of four (4) concrete compressive strength cylinders for every 100 cubic yards of structural concrete placed, or as required by the County specifications. One (1) cylinder will be tested at seven (7) days, two (2) cylinders will be tested at 28 days and one (1) cylinder will be held for 56 day testing if required
- Perform on (1) slump test per 100 cubic yards of structural concrete placed
- Monitor structural concrete placements as required by the specifications including: review batch tickets, report (not control) water added on site, take concrete temperature, test concrete for slump and cast concrete cylinders
- Report air content of concrete and/or unit weight of concrete if specified by construction documents per sample
- Review mix design of concrete as requested
- Sample, by coring, and test one (1) set of three (3) for compressive strength cores as required by the County specifications.

Structural Masonry:

- Sample, mold, cure, and test one (1) set of three (4) grout cylinders and/or six (6) mortar cubes per 5,000 square feet of structural masonry wall erected

Hot Mix Asphaltic Concrete:

- Test one (1) sample of asphalt for every 500 tons placed or as required by the County for each day's placement for gradation, bitumen content and stability
- Take one (1) asphalt core for every 500 tons of asphaltic concrete places. Cores shall be used to verity thickness and in-place density for ashpalt
- Perform nuclear field density testing of asphalt as specified by construction documents

Structural Materials:

- Perform visual inspection on site of structural steel welds, non-destructive testing of through penetration welds, and bolt torque testing of high strength connections by an AWS Certified Welding Inspector
- Perform spray applied fireproofing inspection, and firestopping of through penetrations, membrane penetrations and constrution joints as required by project specifications
- Perform wood truss and high-load wood diaphragms inspection, draftstop inspection and framing inspection of wood and structural steel as required by project specifications

Environmental Services

MLA Labs, Inc. maintains a staff of qualified professional engineers to complete projects that affect the environment. The technical capabilities of this staff can assist the client in achieving cost-effective environmental management and remediation while minimizing long-term liabilities. Typical projects in which the staff has successfully completed are ASTM Phase I Environmental Site Assessments.

MLA LABS, INC.
GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING
"put us to the test"

TBPE #F-2684

FEE ITEMIZATION – Site Investigation Services

The following fee itemization is for a general fee guideline, though the final, actual scope will be determined by the project type, site layout, building sizes, anticipated construction type, underlying geology and challenges presented with each site; and especially the requirements of Willimason County.

Description of Testing	Unit Rate
Drilling	
Boring (includes travel)	$125.00/each
Test Pits	
Dug with backhoe and logged by field technician	$120.00/hour
Dug with backhoe without field technician	$85.00/hour
Geotechnical Laboratory Tests	
Moisture Content	$10.00/each
Total Suction	$50.00/each
Hydrometers	$175.00/each
Atterberg Limits	$60.00/each
Unconfined Compressive Strength	$75.00/each
Wet Sieve through #200	$50.00/each
Unit Weight	$15.00/each
Bear Linear Shrinkage	$100.00/each
Moisture Density Relationship (Proctor)	$175.00/each
Moisture Density Relationship with Hydrometer	$325.00/each
Permeability (Laboratory)	$450.00/each
Triaxial Testing	$30.00/each
Swell Pressure Testing	$500.00/each
Report Preparation	
Administrative	$35.00/hour
CAD	$45.00/hour
Engineering and Field Work	
Sr. Engineer	$150.00/hour
Graduate Engineer/Project Manager	$100.00/hour
Field Technician	$45.00/hour

Please note that a geotechnical engineering proposal is typically prepared based upon each distinct location, the site plan (layout) with a direct correlation to the underlying geology and the type of recommendations needed (if any).

FEE ITEMIZATION – Construction Materials Testing

Description of Testing and Inspections	Unit Rate
CMT Laboratory Testing of Soils	
Moisture Density Relationship (Proctor)	$175.00/each
Atterberg Limits	$60.00/each
Gradations – Coarse and Fine Aggregates	$35.00/each
Material Qualification – Select Fill	$100.00/each
Permeability	$450.00/each
Sulfates	$45.00/each
Lime Series	$450.00/each
Moisture Density Field Testing	
Proofrolling Hours *	$45.00/hour
Lime Gradations	$35.00/each
Nuclear Density Tests (subgrade, lime treated subgrade, structural fill, backfill, embankment and flexible base)	$14.00/each
Lime Depth Check	$14.00/each
Hot Mix Asphaltic Concrete Testing	
Extractions/Gradations	$175.00/each
Specific Gravity of Mix	$45.00/each
Hveem Stabilities (set of 3)	$45.00/each
Molding Specimens (set of 3)	$35.00/each
Cores for Density	$60.00/each
Equipment Charge - Cores	$75.00/each
Nuclear density of Asphalt (Rolling Patterns)	$14.00/each
Concrete Inspection	
Cylinders (slump, temperature and compressive stength included)	$16.00/each
Cylinder Pick-up	$45.00/each
Air Content	$15.00/each
Cores for Compressive Strength (set of three)	$250.00/set
Concrete Reinforcing Steel Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Concrete Reinforcing Cable Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Post-Pour Cable Stressing Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Structural Steel Inspection	
Visual Inspection	$65.00/hour
Ultrasonic Inspection	$75.00/hour

Pier Inspection	
Drilled Pier Shaft Inspection (verify bearing strata, concrete reinforcing steel inspection included)	$380.00/day
Concrete Cylinders	$16.00/each
Air Content	$15.00/each
Mortar and Grout Inspection	
Cylinders or Cubes	$16.00/each
Masonry Prisms	$250.00/each
Firestopping Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Framing Inspection – Hourly Charge	
Technician Time *	$45.00/hour
Draftstop Inspection – Hourly Charge	
Technician Time *	$45.00/hour
On-site Cancellation of Scheduled Testing – Hourly Charge	$45.00/hour

Each testing trip includes a technician time, mileage, and report review charge at the below pricing.

Technician Time	$45.00/hour
Mileage	$0.51/mile
Report Review	$25.00/each
Miscellaneous Pricing	
Sr. Engineer	$150.00/hour
Graduate Engineer/Project Manager	$100.00/hour
Administrative	$35.00/hour

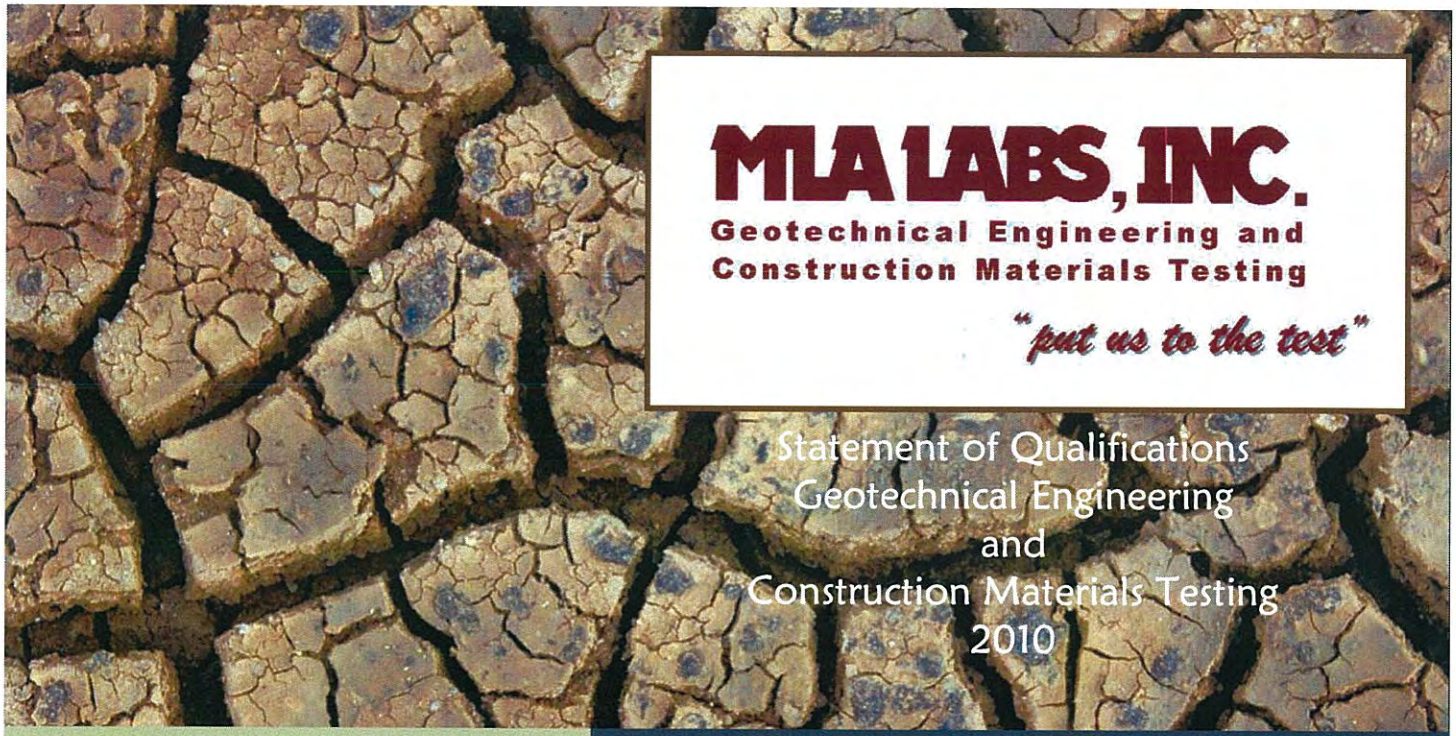
UNIT RATE fees include sample testing and/or inspection, travel time, mileage, technician time, and report review/analysis. Hourly fees are charged portal to portal. An overtime multiplier of 1.50 will be added for all times before 7am and after 5pm on weekdays, over 8 hours per day on weekdays, and/or Saturday, Sunday and Holidays

A proposal estimate can be put together at the client's request. The estimate will be broken down by required and/or requested testing per project. If a specific test pricing is not included, please call our office. Thank you.

* There is a three-hour minimum charge per testing trip

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT



MLA LABS, INC.

Geotechnical Engineering and Construction Materials Testing

"put us to the test"

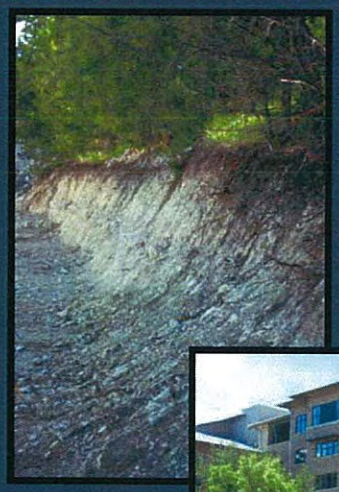
Statement of Qualifications
Geotechnical Engineering
and
Construction Materials Testing
2010

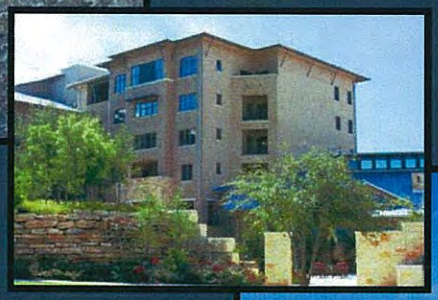
Geotechnical Investigations

Inspection Services

Construction Materials Testing

Specialty Services





MLA Labs, Inc. 2804 Longhorn Boulevard, Austin, Texas 78758 T: 512.873.8899 F: 512.835.5114 mlalabs.com

TABLE OF CONTENTS

MLA LABS, INC.

STATEMENT OF QUALIFICATIONS FOR GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING SERVICES

INTRODUCTION

MLA Labs, Inc. is pleased to submit this statement of qualifications for geotechnical engineering and construction materials testing. The proposed manager for all projects is Mr. Timothy R. Weston, P.E. (TBPE Registration # 87938), Vice President of MLA Labs, Inc. (TBPE Firm Registration # 2684). MLA Labs, Inc. is a locally owned full-service geotechnical engineering and construction materials testing firm headquartered in Austin, Texas with offices in Austin and San Antonio. MLA Labs, Inc. is TxDOT accredited to perform both geotechnical and construction materials testing services and AASHTO accredited to perform construction materials testing.

Typical projects include design and/or testing for pavements from parking lots up through high traffic volume roads, foundation designs from single-story residential structures up through large multi-story structures such as hospitals, bridge foundations, lift stations, utility lines, towers, ponds, retaining walls, etc. In addition to geotechnical engineering and construction materials testing, MLA Labs, Inc. routinely performs Phase 1 Environmental Site Assessments for our clients. MLA Labs, Inc. has been proud to service the Central Texas region for over 46 years.

ENGINEERING SERVICES

Geotechnical and Geologic Investigations

Geotechnical consultation is provided by highly qualified and experienced registered professional engineers supported by certified field and laboratory technicians with an average tenure of 15 years with MLA Labs, Inc. Geotechnical consultant services are provided mainly for pavement and foundation investigations, site feasibility and forensic reports for a broad range of projects, including municipal pavement design, commercial pavement design, electrical generation and distribution, water and wastewater treatment plants, landfills, dams and levees, trench safety, multi-story and single story offices, warehouses and residential structures. Geologic and hydro-geologic services are provided for pre and post construction and environmental site investigations. MLA Labs, Inc. owns its own fleet of drill rigs and has the capability to provide a wide range of exploratory, investigative drilling and sampling services. Such services include, but are not limited to:

- Exploratory drilling and sampling operations in accordance with professionally accepted standards.
- In-situ measurement and instrumentation using procedures such as blow counts (N-value) and rock coring.
- Full soil mechanics testing for index properties for proper classification according to the Unified Soil Classification System and complete testing to properly identify the engineering properties of the soil materials.
- Recommendations for pavement design, foundation design, slope stability studies, landfill and pond liners, embankments, retaining structures and other geotechnical issues.
- Structural damage investigations due to a pavement or foundation's failure to perform as required and remedial recommendations.

Other individual professional engineers from our sister firm MLAW Consultants and Engineers are available for specific consultation and design as each project requires. With the combined expertise of the associated firms, MLA Labs, Inc. is capable of managing geotechnical projects ranging from basic investigations and assessment to elaborate, large scale projects.

Construction Materials Testing and Inspection

MLA Labs, Inc.'s highly qualified engineers and certified technicians work closely with owners, municipalities, professional design teams and contractors to provide accurate, on-time construction materials testing services. This team approach to construction projects assures owners that the project will meet the specifications set forth by all governing bodies and the construction plans.

MLA Labs, Inc. provides services that include a full range of soil, concrete, steel, and asphaltic concrete laboratory testing, and on-site consulting, testing and inspection services. Qualified engineering technicians using state of the art equipment, calibrated in accordance with applicable standards, perform field and laboratory work. MLA Labs, Inc. is both TxDOT and AASHTO accredited to perform construction materials testing.

Environmental Services

MLA Labs, Inc. maintains a staff of qualified professional engineers to complete projects that affect the environment. The technical capabilities of this staff can assist the client in achieving cost-effective environmental management and remediation while minimizing long-term liabilities. Typical projects in which the staff has successfully completed are ASTM Phase I Environmental Site Assessments. These projects are often completed for clients such as Municipalities, Cities and Counties, Independent School Districts, Manufacturers, Lending Institutions, Governmental Agencies, Developers, Builders, Transportation Companies, Attorneys, Engineering Firms, Retailers, Wholesalers.

MLA Labs, Inc. is approved by or has been accepted into membership by the following agencies and organizations:

- American Association of State Highway and Transportation Officials (AASHTO)
- American Concrete Institute (ACI)
- American Institute of Architects, (AIA) Austin Chapter
- American Society for Testing and Materials (ASTM)
- American Society of Certified Engineering Technicians (ASCET)
- American Society of Civil Engineers (ASCE)
- American Council of Independent Laboratories (ACIL)
- Associated Builders and Contractors (ABC), Central Texas Chapter
- Associated General Contractors of America (AGC), Austin Chapter
- Austin Contractors and Engineers Association (ACEA)
- City of Austin's Capital Improvement and Special Inspection Programs
- Home Builders Association of Greater Austin (HBA)
- Home Buyers Warranty (2-10) (HBW)
- Home Owners Warranty Corporation (HOW)
- National Society of Professional Engineers (NSPE)
- Texas Society of Professional Engineers (TSPE)
- The Texas State Department of Highways and Public Transportation (TxDOT)

COMPANY HISTORY

MLA Labs, Inc. is locally owned and headquartered in Austin, Texas, with a 46-year track record of diversified projects throughout the State of Texas. Projects include work in the geotechnical, construction materials, forensic, geological and environmental engineering fields. Begun as Snowden & Meyer, Inc. in 1964, MLA Labs, Inc. was formed in 1985 and continues with Mr. Kirby T. Meyer, P.E., Dr. Robert L. Lytton, P.E., Mr. James C. Conner and Mr. Timothy R. Weston, P.E., acting as principals.

MLA Labs, Inc. has completed an impressive record of diverse engineering services for a wide variety of clients throughout the region. The firm remains committed to providing quality engineering services to a demanding array of complex geotechnical, environmental and construction materials engineering projects.

MLA Labs, Inc. employs highly qualified engineers and certified technicians to work closely with owners, municipalities, government agencies, professional design teams and contractors to provide accurate, on-time construction materials testing services. This team approach to construction projects assures owners that the project will meet the specifications set forth by all governing bodies and the construction plans.

COMPANY PHILOSOPHY AND APPROACH

MLA Labs, Inc. maintains a highly qualified team of engineering professionals. Our interactive team approach is specifically tailored to maximize service to the unique requirements of each client and project. MLA Labs, Inc. assigns a qualified project manager that is directly responsible for every detailed aspect of the project. This provides the customer with a direct point of contact for all project phases and ensures the accuracy, quality and timeliness of reporting that is a hallmark of the company.

The team approach for MLA Labs, Inc. is committed to providing the client a timely and technically superior service in the most efficient and professional format possible. This means that all key personnel including the principal decision-making engineer are available to the client night or day to answer questions. Clear communication of project requirements and scope are interactively developed with the client in order to ensure all expectations are mastered on schedule, within budget and in a technically exact manner. A superior track record of successful projects and a high degree of client satisfaction is a result of this interactive team approach. MLA Labs, Inc. is fully committed to ensuring this success on all future endeavors.

Scheduling delivery of services

MLA Labs, Inc. owns 5 truck mounted drill rigs and one mobile Minuteman drill rig and employs two full-time drilling crews. This allows flexibility to schedule drilling operations throughout our service areas. The Construction Materials Testing department maintains a stand-alone scheduling position whose sole duty is to serve the client's in-the-field testing needs. This system allows MLA Labs, Inc. to present the client with a single point of contact to initiate testing, as well as the capacity to track testing history for any particular client. It further gives MLA Labs, Inc. the advantage of flexibility of scheduling, meeting same day or emergency testing as needed.

Project management

MLA Labs, Inc. assigns a qualified project manager that is directly responsible for every detailed aspect of the project. The project manager and his staff are responsible for procuring all necessary maps, plans, details, material requirements and any other information necessary for completion of work. The project manager then teams with all other professionals on the project to ensure timeliness of reporting, technically superior service and flexible problem solving for the client. All project managers with MLA

Labs, Inc. are focused on clear communication with the client and project professionals and are available on the phone or in the field at any time. Further, project managers track all field personnel and testing, compare estimated testing to actual testing and communicate any discrepancies to the client in a timely manner.

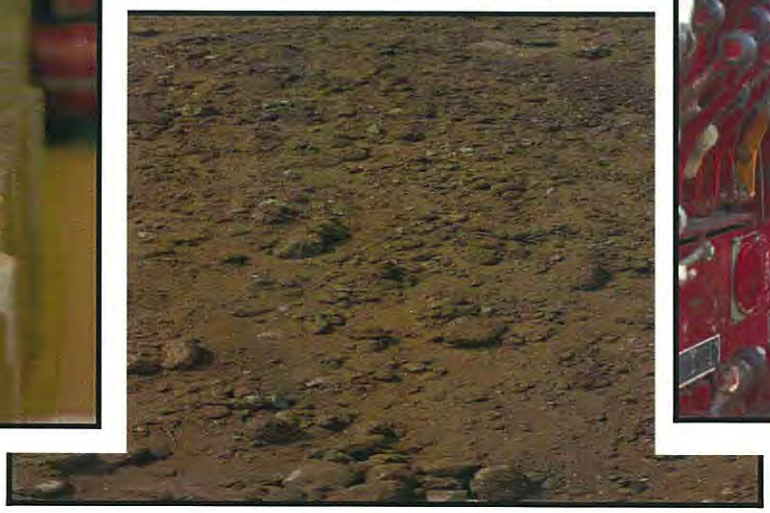
Availability of Personnel & Equipment
Nationally accredited technicians and approachable, available engineers enable MLA Labs, Inc. to tackle any engineering problem quickly on the phone or in the field. Long-standing working relationships with area contractors allow MLA Labs, Inc. to represent the client's interest without sacrificing efficiency or scheduling on site. MLA Labs, Inc. employs a full time scheduler whose job it is to satisfy our clients testing needs. All essential MLA Labs, Inc. personnel are available at any time for on site meetings to solve any potential problems in the field quickly.

CAPABILITIES

MLA Labs, Inc. offers a variety of services throughout central Texas. Clients include: municipalities (cites & counties), independent school districts, governmental agencies, commercial site developers and builders, earthwork contractors, general contractors, architects, consulting engineers, residential builders, lending institutions and land and home owners. Typical consulting services offered are:

- Geotechnical Pavement Design Services
- Geotechnical Foundation Design Services
- Miscellaneous Geotechnical investigations such as slope stability analysis, retaining wall recommendations, etc.
- Construction Materials Testing, Quality Control and Assurance Inspection Services
- Forensic Studies and Expert Testimony
- Phase I Environmental Site Assessments
- Assorted Specialty Services

State-of-the-art field and laboratory investigative capabilities, highly-qualified technicians and engineers with over one hundred years of combined demonstrated performance on thousands of projects makes MLA Labs, Inc. a premier leader in the environmental, geotechnical and construction materials engineering fields.



EXPERIENCE

MLA Labs, Inc. has performed a large number of geotechnical investigations for pavement design throughout central Texas over the last 46 years. These pavement thickness designs have ranged from local streets up through major collector streets and arterials and have conformed to the local governing city or county standard. In the last 4 years alone, MLA Labs, Inc. has produced 180 geotechnical engineering reports for pavement thickness design with over 380 reports in the last 11 years. Construction materials testing has been performed during the construction phase of the project on the utility trenches and pavement materials on most of these projects.

Mr. Kirby T. Meyer, P.E., is an expert in the analysis of distressed pavement and is currently focusing on the forensic side of the industry. The information gathered during forensic analysis of existing pavement allows MLA Labs, Inc. to avoid pitfalls in new design and construction that can lead to pavement problems.

Dr. Robert L. Lytton, P.E., is recognized as an expert in pavement design and construction through his years of research at the Texas Transportation Institute and as a tenured professor at Texas A&M. The results of this research are brought to bear mainly during construction phase problem solving, but can also be incorporated into new design.

Mr. Timothy R. Weston, P.E., has been designing pavements for the clients of MLA Labs, Inc. for the past 11 years. He has worked with the specific standards of nearly every municipality in the region and uses the company's vast reservoir of local knowledge to design site specific pavements to meet all governing specifications in a cost effective manner.

MLA Labs, Inc. incorporates both pavement performance (forensics) and university research into its pavement designs and construction phase problem solving.

Familiarity with Williamson County

MLA Labs, Inc. operates its own fleet of one portable and five truck-mounted drill rigs and has been drilling in central Texas for the last 46 years. Since 2006, MLA Labs, Inc. has drilled 28,000 borings for geotechnical analysis with over 79,000 borings completed over the last 11 years. With the rapid growth of Round Rock, Cedar Park, Leander and Georgetown a vast majority of these borings have been placed throughout Williamson County. These borings have made us familiar with the highly variable soils conditions encountered in Williamson County, from the shallow limestone in the west through the variable central county area and the highly expansive east. We have produced numerous geotechnical recommendations tailored to the unique requirements of each of the varied conditions present in Williamson County. We have produced pavement thickness design recommendations and performed construction materials testing from Hutto in the Emory Farms subdivision to the Ranch at Brushy Creek subdivision near Cedar Park.

QUALIFICATIONS SUMMARY OF COMPANY PRINCIPALS

Kirby T. Meyer, P.E. - Chairman

With bachelor and master degrees from Texas A&M University and experience as a consulting engineer for more than 45 years, Mr. Meyer has expertise in overall project requirements and project management. He is also distinguished for his post-graduate work at The University of Texas and Harvard University, where he studied under noted geotechnical engineer Arthur Casagrande. His professional record in geotechnical and geological engineering, failure investigations, forensic studies and foundation design is respected throughout the industry. Mr. Meyer is a Fellow of the American Society of Civil Engineers and is a member of the National Society of Professional Engineers, American Society for Testing and Materials, American Concrete Institute, Post-Tensioning Institute and the National Forensic Center.

James C. Conner - President

Mr. Conner received his bachelor's degree from Texas A&M University in 1982. His outstanding commitment to quality has defined the standard for customer service in the residential and light commercial industries. His design and construction experience with builders and architects throughout central Texas have helped MLA Labs, Inc. develop a reputation for leadership in the industry. Mr. Conner is a member of the Home Builders Association of Greater Austin, Austin American Institute of Architects, National Association of Home Builders/Build-PAC, Austin Contractors & Engineers Association, and the Austin branches of Associated Builders & Contractors and Associated General Contractors.

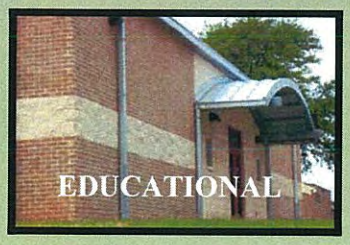
Timothy R. Weston, P.E. – Vice President

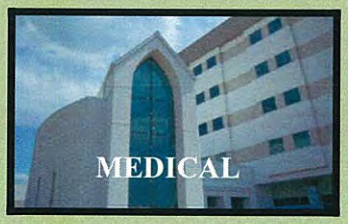
With a bachelor degree from Virginia Tech and master's degree from the University of Texas Mr. Weston contributes over 13 years of experience in geotechnical engineering, construction materials testing and environmental site assessments. He provides the day-to-day project management and technical supervision of all engineering projects. Typical project types include land development, utility installation, municipal pavement design and construction, residential foundations, light commercial buildings, retaining walls, schools, hospitals, etc. Mr. Weston is an active member of the American Society of Civil Engineers and is currently the Continuing Professional Development Committee Chair for the Texas Section. He teaches the local ASCE prep class in geotechnical engineering for the PE exam.

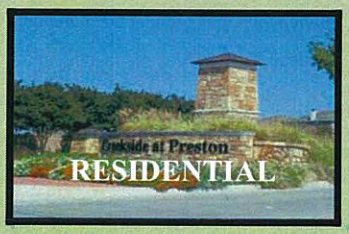
Robert L. Lytton, P.E., R.P.L.S., Ph.D. - Senior Consultant

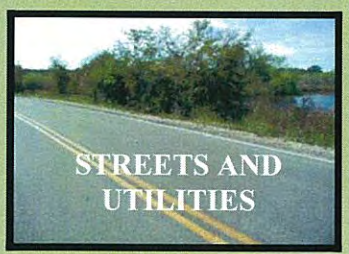
Dr. Lytton earned his bachelor, master and doctoral degrees at the University of Texas. He is a member of the faculty at Texas A&M University where he holds the Fred J. Benson Chair in Civil Engineering. He is recognized internationally for his landmark contributions to the highly specialized fields of expansive clay soils and pavement analysis. Dr. Lytton is responsible for engineering breakthroughs leading to significant improvements in the integrity of building foundations and roadways. Dr. Lytton is a Fellow of the American Society of Civil Engineers and is a member of the National Society of Professional Engineers, American Society of Testing and Materials, American Concrete Institute and the Post-Tensioning Institute.

REPRESENTATIVE PROJECTS









GEOTECHNICAL ENGINEERING

MLA Labs, Inc. has sufficient geotechnical and construction materials testing experience with large scale, complex development and construction projects. This expertise with subsurface soil conditions can be invaluable in the construction process for the client. The firm's principals have been solving geotechnical problems in the Central Texas area for nearly half a century. As a Geotechnical Engineering consultant MLA Labs, Inc. has provided an average of approximately $1.84 billion in completed construction services annually for the past five years and provided services for 467 projects.

MATERIALS TESTING

The construction material testing department has streamlined the scheduling and inspection process in order to better serve the client while communicating openly with all involved parties on site. All MLA Labs, Inc. field and laboratory technicians are properly certified and average 15 years experience in the industry. As a Construction Materials Testing provider MLA Labs, Inc. has provided an average of approximately $1 billion in completed construction services annually for the past five years and provided testing services for 231 projects.

The Village at Kyle (Kyle Hospital Complex)

MLA Labs, Inc. served as both the geotechnical engineer and quality control testing lab for this new 212-acre development project in Kyle, Texas with over 540,000 square feet of retail space and 990,000 square feet of parking. The project was won as a partner with the earthwork contractor Rodman Construction, with a competitive bid for the mass grading executed by the owner for $116,030.00 and a total final billing of $113,452.60. Infrastructure testing required another stand-alone contract with the owner for an estimated $81,061.40, with invoicing to date of this 80% complete build out of $59,630.10.

MLA Labs, Inc. observed and tested the compaction of a mass grading of over one million cubic yards of fill on site with variable site conditions from shallow limestone to deep, expansive clay. Both density testing and proofroll compaction testing were utilized in the variable soil conditions on site. Other site development testing included all underground utility backfill, all subgrade, base course and HMAC testing for all municipal and private pavements, and the construction of select fill pads across the site.

MLA Labs, Inc. supplied geotechnical recommendations for foundations for 22 commercial buildings, retaining walls and pavement layer thickness throughout the site. Variable subgrade site conditions made the pavement designs of both heavy-duty concrete and asphalt challenging in order to achieve maximum pavement performance throughout the project. All of the geotechnical recommendations were provided under a lump sum contract. No addenda were required during completion of the geotechnical recommendations. Geotechnical recommendations for pavement design were made for both municipal pavements (City of Kyle standards) and private pavements. The private pavement consisted of both HMAC and Portland Cement Concrete (PCC) paving. Pavement testing included HMAC compaction, asphalt content, HMAC thickness, base course compaction, lime stabilized subgrade gradations & density, concrete rebar size & spacing verification, concrete compressive strength testing and subgrade proofrolling and/or nuclear densities.

MLA Labs, Inc. also worked with the all design partners on the project to lower the potential movement of soil beneath structures with a remove and replace system of earthwork. This cooperation between firms led to a substantial material cost savings to the builder without a loss of performance.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Matthew Weston - Field Operations Manager
Gregg Drake - Technical Project Manager and Estimator
Christina Colley - Scheduler
Larry Schilling - Senior Field Technician
Sandy Turnbow - Senior Field Technician

Owner Information:
SCC Kyle Partners, Ltd.
Contact: Mr. Scott Deskins
Phone: (512) 329-9947

Blanco Vista Subdivision

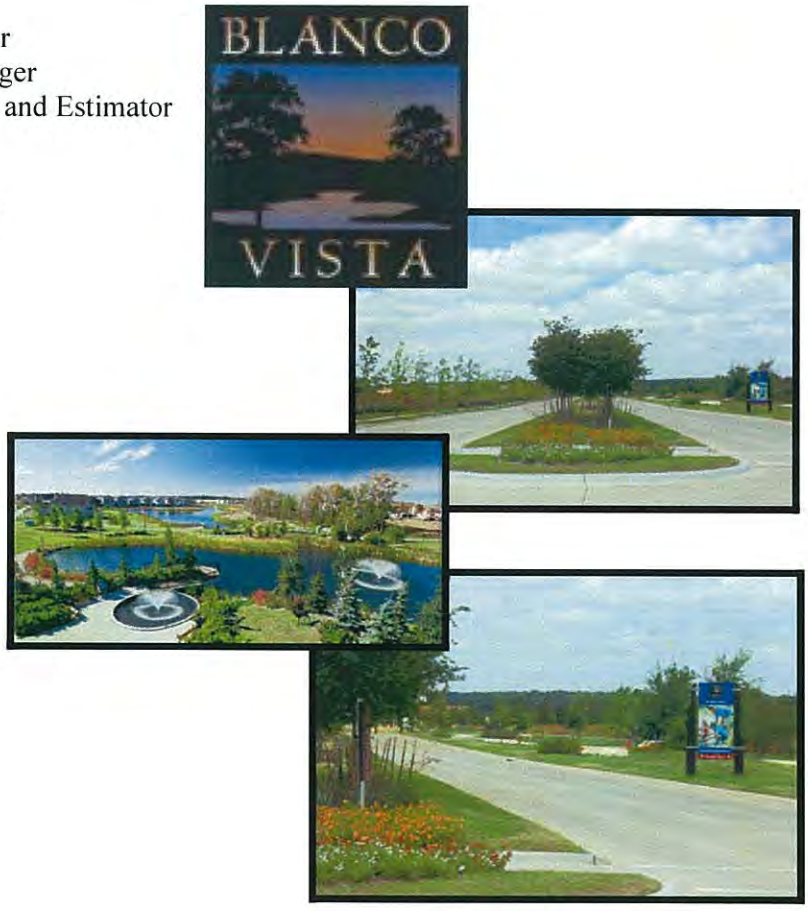
This planned community in San Marcos allowed MLA Labs, Inc. to perform several unique design and testing protocols for the variable soil conditions of the area. All geotechnical investigations for pavement designs for the project met the municipal street standards of the City of San Marcos, including the design of Major Arterial streets.

A Major Arterial design with heavy concrete pavement over a lime-stabilized subgrade was requested by the owner and contractor. Its design was based on both long-term performance and construction cost and was relatively unique to the Central Texas area for private development, where asphalt pavement is the norm. MLA Labs, Inc. observed and tested the construction of this design as well as the utility trenches for the City of San Marcos, grading fill and poured concrete throughout the development phase of the project.

In addition, MLA Labs, Inc. supplied geotechnical recommendations and acted as the quality control inspectors for the new Blanco Vista Elementary School in the development. Construction materials testing duties included all aspects of site preparation, building pad construction, pier and foundation inspection, mortar and grout testing, and structural steel inspection.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Matthew Weston - Field Operations Manager
Gregg Drake - Technical Project Manager and Estimator
Christina Colley - Scheduler
Larry Schilling - Senior Field Technician
Sandy Turnbow - Senior Field Technician

Owner Information:
Carma Texas, Inc.
Contact: Jamie Hagen, P.E.
Phone: (512) 391-1330



Buda Main Street Extension

As a subcontractor for Capital Excavation Company, MLA Labs, Inc served as the quality control inspectors for all aspects of the above project. Those duties included: producing laboratory moisture density relationships curves (running proctors) and density testing all trench backfill for underground utilities beneath the extension; verifying proper processing of lime into subgrade via gradations and lime depth checks; running proctors and density testing of all lime treated subgrade, running proctors and density testing on all base course lifts; verifying reinforcement and sampling all poured concrete structures within project; testing all HMAC placed for project as specified by the plans and the City of Buda, Texas.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Matthew Weston - Field Operations Manager
Gregg Drake - Technical Project Manager and Estimator
Christina Colley - Scheduler
Larry Schilling - Senior Field Technician
Sandy Turnbow - Senior Field Technician

Owner Information:
Capital Excavation Company
Contact: Mr. Chris Grahmann
Phone: (512) 440-1717

Burleson Manor Road

MLA Labs, Inc. surveyed the existing conditions of distressed pavement on Burleson Manor Road for Travis County, Texas, followed by a geotechnical investigation focused on the cause of the distress. This investigation led to a pavement thickness design that included recommendations for the rehabilitation and/or removal and reconstruction of the existing pavement. This design utilized both the geotechnical information and traffic data provided by the county. MLA Labs, Inc. then observed and tested all aspects of the pavement remediation and construction including Hot Mix Asphaltic Concrete (HMAC) for laydown temperature, laboratory and field density, asphalt content and aggregate gradation; Crushed Limestone Base Course for material qualification, aggregate gradation and density; Lime Stabilized Subgrade (LSS) for gradation and density.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Matthew Weston - Field Operations Manager
Gregg Drake - Technical Project Manager and Estimator
Larry Schilling - Senior Field Technician

Owner Information:
Travis County Transportation and Natural Resources
Contact: Mr. Roger Schuck, P.E.
Phone: (512) 854-9383

FM 2325 Reconstruction

MLA Labs, Inc. surveyed the existing conditions of the pavement on FM 2325 for Loomis Partners. Loomis Partners is the civil engineer for the proposed reconstruction of 3+ miles of FM 2325 outside of Wimberley, Texas. Ultimately, the project is being performed for the owner, Hays County, Texas. Following, the existing condition survey, a geotechnical investigation was performed. This investigation consisted of borings placed at approximately 1000 feet on center. This subsurface investigation was used to develop pavement thickness designs in accordance with TxDOT, AASHTO and Hays County standards. Additional recommendations covered special issues such as possibility of full depth reclamation of existing pavement, noise reducing pavement, the potential re-use of existing pavement layers, embankment compaction, ground water, etc. Subsequent consultation has addressed retaining wall design and construction issues in both cut and fill situations. The pavement thickness design utilized both the geotechnical information and traffic data provided by the civil engineer representing the county. MLA Labs, Inc. is slated to observed and test all aspects of the pavement remediation and construction including Hot Mix Asphaltic Concrete (HMAC) for laydown temperature, laboratory and field density, asphalt content and aggregate gradation; Crushed Limestone Base Course for material qualification, aggregate gradation and density; embankment fill compaction and retaining wall construction. Construction is expected to begin in late 2010 or early 2011.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Christopher Elliott – Geotechnical Project Manager

Owner & Client Information:
Hays County
Client: Loomis Partners (civil engineer representing Hays County)
Contact: Mr. Tracy Bratton, P.E.

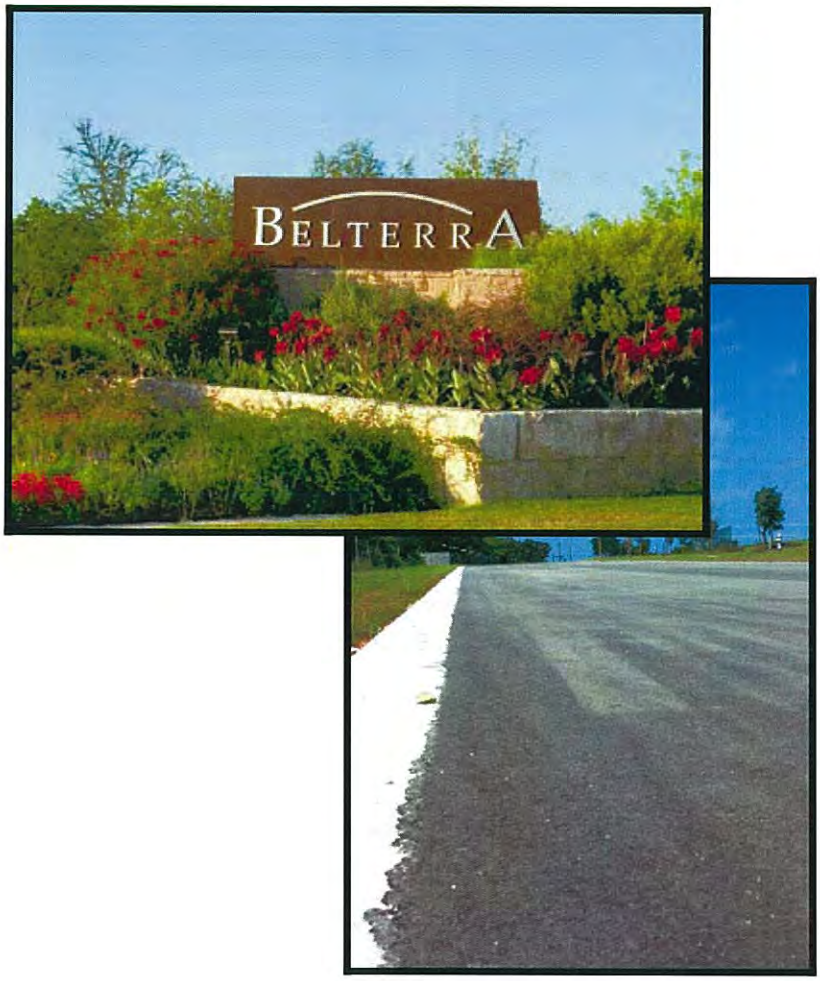
Belterra

MLA Labs, Inc. has been involved in the geotechnical recommendations and Construction Materials testing for every section of this planned community just northeast of Dripping Springs. Pavement designs of from residential up through Minor Collector streets were designed to meet Hays County and City of Austin specifications in both design and testing.

MLA Labs, Inc. met on site on several occasions to observe and make recommendations on groundwater affecting pavement performance in the subdivision. A team approach with the contractor, municipality and design professionals created a solution that was both technically sound and cost effective. MLA Labs, Inc. also tested all utility backfill, municipal pavements (Hays County), grading fill and poured concrete across all Phases and Sections of the project.

Staff involved:
Timothy R. Weston P.E. - Project Manager
Christopher Elliott – Geotechnical Project Manager

Client Information:
Client: Makar Properties
Contact: Steve Sherrill



REFERENCES

Contact:	Scott Deskins
Company:	SCC Development
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	Austin, Texas 78701
Number:	(512) 329-9947
Email:	sdeskins@sccdevelopment.com

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Company:	Hays Consolidated Independent School District
Address:	21003 IH-35
	Kyle, Texas 78640
Number:	(512) 268-2141 Ext. 6024
Email:	chavarriag@hayscisd.net

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	Austin, Texas 78754
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Email:	jbland@joeblandconstruction.com

Contact:	Mike Ehrhardt, P.E.
Company:	JC Evans Construction
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	Leander, Texas 78641
Number:	(512) 310-4406
Email:	michael.ehrhardt@jcevans.com

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	Austin, Texas 78746
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Email:	allan@nutt.com

Contact:	Walter Hoysa, P.E.
Company:	Longaro & Clarke Consulting Engineers
Address:	7501 North Capitol of Texas Highway
	Building A, Suite 250
	Austin, Texas 78731
Number:	(512) 306-0228
Email:	whoysa@longaroclarke.com

PRINCIPALS AND OFFICERS RESUMES

KIRBY T. MEYER, P.E.
CHAIRMAN

PROFESSIONAL REGISTRATION

Licensed Professional Engineer No. 23228 - State of Texas
Former Registered Professional Surveyor - State of Texas (inactive)

ACADEMIC BACKGROUND

Bachelor of Science in Civil Engineering in 1957, Texas A & M University

Master of Science in Civil Engineering in 1959, Texas A & M University
Thesis title: "A Study of Certain Elastic and Plastic Strains Induced in Flexible Pavement Systems by Repetitive Wheel Loads"

Post-graduate work at Harvard University in 1969 -- Dr. Arthur Casagrande's specialized course for teachers and practicing engineers in geotechnical engineering.

Other post-graduate experience includes approximately 30 credit hours at the University of Texas at Austin in the areas of soil structure interaction and geotechnical engineering. Specialized training includes weeklong seminars in HEC-1 Hydrology and HEC-2 Hydraulics, upgrading water treatment plants, biological waste treatment, and chemical/physical treatment of wastewater at the University of Texas.

Attendance at numerous seminars and technical continuing education courses in the areas of management, geotechnical engineering, structural remediation, foundation engineering and drainage.

Teaching undergraduate *Laboratory Strength of Materials* and co-instructor of *Foundation Case Studies*, both at the University of Texas at Austin.

Presenter of numerous seminars and Continuing Education courses to builders, contractors, building inspectors, and engineering societies at national, state and local level - all of which pertain to geotechnical engineering, drainage and foundation engineering.

BUSINESS EXPERIENCE

1959-1962: United States Air Force, primarily as a base civil engineering officer.

1962-1964: Frank G. Bryant & Associates, a geotechnical and construction materials testing laboratory in Austin.

1964-present: Owner, Director, Chairman and Senior Consultant in MLAW Consultants and Engineers and predecessor organizations, active in structural and geostructural design, pavement engineering, and forensic engineering.

1985-present: Owner, Director, Chairman and Senior Consultant in MLA Labs, Inc., a geotechnical and construction materials testing laboratory.

1987-1990: Owner, Director, Vice-President of Geomechanics Services, Inc., a foundation repair and drainage remediation company.

1996-present: Owner, Director, Officer of Geostructural Tool Kit, Inc., a software development and applications consulting company serving engineers in the areas of soil-structure interaction and un-saturated soil mechanics.

AREAS OF COMPETANCE AND GENERALIZED EXPERIENCE

GEOTECHNICAL ENGINEERING

Familiar with most methods of exploration, including personal experience operating drilling equipment, sampling and logging with drill rigs, excavations, indirect geophysical methods, and geologic engineering techniques. Soil mechanics laboratory testing including personal experience with running all standard tests and supervision of technicians over an extended period of time. Analysis of results including personal preparation or review of approximately 10,000 geotechnical investigative reports over more than a 40-year time span.

Knowledgeable about expansive clay problems, having written a number of technical papers on the subject and spent over 40 years studying, analyzing, and designing structures to work with expansive clays. Familiar with the genesis and development of the Potential Vertical Rise method of TxDOT, including personal friendship with Chester McDowell, the originator of this procedure. Personal knowledge of the origin and genesis of the Building Research Advisory Board procedures for slab-on-ground design including personal relationship as friend and student of Raymond Dawson, who was a professor at the University of Texas at Austin and a member of the Special Advisory Committee for the BRAB reports.

PAVEMENTS, EARTHWORK & COMPACTION

Experienced with pavement design procedures including AASHTO, Asphalt Institute, TxDOT, City of Austin, U.S. Corps of Engineers and other procedures including elastic layer analysis and use of falling weight deflectometer. Familiarity with roller compacted concrete pavement, lime, cement and asphaltic stabilization procedures. Experience includes earthwork and paving design for over 60 truck terminals and numerous other commercial pavement designs such as shopping centers and industrial sites. Experience also includes numerous municipal pavement design projects for subdivisions and arterial roads.

MATERIALS ENGINEERING AND TESTING

Experience includes over 40 years of involvement with testing laboratories as owner, manager and principal engineer. Familiar with ASTM, TxDOT, ACI, AWS, and National Timber Standards. Extensive personal experience with testing of construction materials and inspection procedures, as well as review and supervision of such activities. Performed and reviewed numerous concrete, RCCP and HMAC mix designs and laboratory investigations. Planned and reviewed testing and inspection of soil stabilization processes, pre-wetting and soil replacement techniques. Supervision and analysis of full scale structural load testing.

GEOSTRUCTURAL DESIGN

Extensive experience with soil-structure interaction analysis including laterally loaded piles and piers, foundation design including stiffened slab-on-ground, pier and beam, and spread footings. Many years of experience with post-tensioned slab-on-ground design utilizing internally developed procedures, modified BRAB and the PTI design procedures. Experience with the genesis of the various design procedures through personal friendship with H. Platt Thompson, P.E. and association with Robert L. Lytton, Ph.D., P.E., who were instrumental in developing post-tensioned procedures and the PTI procedure. MLAW and predecessor organizations have produced over 200,000 residential foundation designs of all types of which Mr. Meyer is engineer of record for over 30,000 designs. Experience in design of earth retaining structures including drilled in place, crib wall, pre-cast units and reinforced concrete cantilever structures.

STRUCTURAL DESIGN

Experience and familiarity with light framed structures. Design of structures for single family, multi-family and small to mid-size commercial structures using wood, steel, and reinforced concrete. Design of remediation of damaged structures and retaining walls.

WATER PENETRATION INVESTIGATIONS

Investigation of water penetration and building envelope failures for residences, multi-family, and schools employing weather history, ground water analysis, spray testing , free water and vapor penetration of concrete slabs testing and observation. Evaluation of designs and as-built conditions.

FORENSIC ENGINEERING

Experience includes investigation of failures of the constructed environment including approximately 5,000 study reports from small to large projects. These projects typically included design of remediation, estimating cost of remediation, analysis, consultation, litigation support and report preparation. Procedures include use of nuclear density meters, ground penetrating radar, R-Meter, Bore Scope, in-pipe camera, moisture meter, corrosion analysis and geotechnical and materials testing field and laboratory procedures. Experience includes analysis and evaluation of effects of vibration from blasting and construction equipment. Affiliated testing laboratory available. Expert testimony has included between 50 and 100 appearances to provide testimony in deposition, court, or arbitration.

CONSTRUCTION EXPERIENCE

Owner and officer in a small general contracting firm (1964 through 1966), foundation pier-drilling company (1965 through 1995), and a foundation repair company (1987 through 1991). Construction management of specialized type construction including cable car "skyrides" at Brackenridge Park and the Hemisfair in San Antonio, the Submarine Theater at Aquarena Springs at San Marcos, truck terminals at Seguin and Taylor and other projects with partial or full construction management responsibilities.

CIVIL ENGINEERING PROJECT DESIGN

Engineer of record or indirect supervision of design of a number of major land developments, municipal utility districts and over 100 subdivisions, drainage, paving, water and sewerage plants, industrial waste and site plans. Prepared and signed survey plats for the majority of these developments. Numerous small to medium size drainage, wet ground and flood studies, often involving remedial designs.

CONSTRUCTION CONTRACT ADMINISTRATION & INSPECTION

Experience includes solicitation of bids, recommendations to owners for accepting best bids, contract preparation, administration of construction, approval of contractor's pay requests, inspection of construction and warranty follow-up inspections on construction of a value of over $500,000,000. The projects included subdivision design, streets, drainage, utilities, water and wastewater treatment plants, building and site structures and earthwork. Personally inspected or reviewed inspector's reports on over 30,000 single family or multi-family residential projects.

AFFILIATIONS, PROFESSIONAL & COMMUNITY ACTIVITIES

American Society of Civil Engineers - Fellow

American Society of Civil Engineers, National Standards Committee—Design of Residential Structures on Expansive Soils - Member, 1996-present.

American Society of Civil Engineers, Technical Council of Forensic Engineering—Technology Implementation Committee - Member, 1997-present.

Texas Board of Professional Engineers, Residential Foundations Committee - Design Sub-Committee Chair, 1997-2001.

Post Tensioning Institute, Slab On Ground Committee - Member, 1998-Present. Chair, Geotechnical Sub-Committee, 2005-2007.

Houston Foundation Performance Committee - Member, 1998-present.

Texas Section of American Society of Civil Engineers - Residential Foundation Investigation and Design Sub-Committee member, January 2000-present.

Texas Section of American Society of Civil Engineers - Residential Foundation Evaluation and Repair Sub-Committee member, January 2000-present.

Texas Section of American Society of Civil Engineers - Award of Honor, 2000

Texas Section of American Society of Civil Engineers - (office held - V.P. Professional Affairs)

Austin Branch of American Society of Civil Engineers - (offices held - Secretary, V.P. Programs, President)

National Society of Professional Engineers

Texas Society of Professional Engineers

American Society for Testing and Materials

American Concrete Institute

American Association of Cost Engineers

National Forensic Center

Post Tensioning Institute

Tau Beta Pi

Phi Kappa Phi

South Austin Civic Club - (offices held - Secretary, President)

Austin Chamber of Commerce

Capitol City A & M Club - (office held - V.P.)

Association of Former Students - Texas A & M University

Bannockburn Baptist Church - (offices held - Building Committee-Chair, Finance Committee-Chair)

ROBERT L. LYTTON, PhD, P.E.
SENIOR CONSULTANT

CURRENT POSITIONS

F. J. Benson Endowed Chair
Professor, Civil Engineering
Director, Center for Infrastructure Engineering, Texas Engineering Experiment Station
Research Engineer, Texas Transportation Institute
Texas A&M University

ACADEMIC BACKGROUND

Doctor of Philosophy in Civil Engineering in 1967, University of Texas
Master of Science in Civil Engineering in 1961, University of Texas
Bachelor of Science in Civil Engineering in 1960, University of Texas

PATENTS

"Systems Identification and Analysis of Subsurface Radar Signals," U.S. Patent No. 5,384,715.

HONORS, AWARDS AND LISTINGS

Hamilton Watch Award, University of Texas, College of Engineering, 1960

Honorary Fellow, University of Texas, 1960-61

Graduate Fellow, National Science Foundation, 1960-61, 1965-67

John B. Hawley Award, Texas Section ASCE, 1966

Post-doctoral Fellow, National Science Foundation, 1969-70

Everite Bursary Award, Council for Scientific and Industrial Research, Pretoria, South Africa, 1984

Who's Who in Texas, 1986

Who's Who in the South and Southwest, 1988 and afterward

American Men and Women in Science, 1989 and afterward

Who's Who in America, 1993 and afterward

Who's Who in the World, 1994 and afterward

Fellow, American Society of Civil Engineers, 1992

Texas A&M University Association of Former Students Distinguished Achievement Award in Research, 1996

Transportation Research Board Distinguished Lecture, 2000

COURSES TAUGHT(T) AND DEVELOPED(D)

CVEN 365 Soil Mechanics (T)
CVEN 435 Foundation Engineering (T)
CVEN 400 Senior Capstone Design Course (T)
CVEN 616 Systems Design of Pavements (T,D)
CVEN 646 Foundations on Expansive Clays (T,D)
CVEN 647 Numerical Methods in Geotechnical Engineering (T,D)
CVEN 613 Micromechanics in Civil Engineering Materials (T,D)
CVEN 689 Pavement Evaluation (T,D)
CVEN 689 Design and Forensic Case Studies in Geotechnical Engineering (T,D)

LICENSES

Registered Professional Engineer, Texas #27657
Registered Professional Engineer, Louisiana #9620

PROFESSIONAL ACTIVITIES

Control Group Member, ASCE Standards Committee on the Design of Residential Foundations on Expansive Clays, 1992-present

Control Group Member, ASCE Standards Committee on Independent Peer Review, 1992-present

Member, General Design Subcommittee, Southern Building Code Congress International, 1986-1988

Chairman, Transportation Research Board Committee A2L06 Environmental Factors Except Frost, 1987-1993

Organizing Committee, Seventh International Conference on Expansive Soils, Dallas, Texas, August, 1992

Organizing Committee, First International Conference on Unsaturated Soils, Paris, France, September, 1995

U.S. Representative on Committee TC-6, International Society of Soil Mechanics and Foundation Engineering, 1987-present

Secretary, Fourth International Conference on Expansive Soils, Denver, Colorado, June, 1980

Secretary, American Society of Civil Engineers Research Council on Expansive Soils

Transportation Research Board Committees: A2L06, Environmental Factors Except Frost; A2B01, Pavement Management Systems; A2B04, Pavement Rehabilitation; Task Force A2T59, Relating Distress to Performance; Task Force A2T56, Non-Destructive Testing of Airfield Pavements

American Concrete Institute Committee 360

Post Tensioning Institute Technical Advisory Board

Publication Advisory Board, International Journal for Numerical and Analytical Methods in Geomechanics, John Wiley and Sons

BRIEF BIOGRAPHICAL SKETCH

Robert L. Lytton was born in Port Arthur, Texas on October 23, 1937, a descendant of a family which came to Texas as part of Stephen F. Austin's Little Colony (1828) and contributed several soldiers to the Texan army which won Texas' independence in the battle of San Jacinto (April 21, 1836) over the Mexican Army of Operations under President Santa Anna. He attended high school in San Antonio, Texas, and graduated from the University of Texas at Austin in June 1960 with a Bachelor of Science degree in Civil Engineering. He received the College of Engineering Hamilton Watch Award, given to the graduating senior with the highest-grade average. He completed a Master of Science degree in August 1961 as a Graduate Fellow of the National Science Foundation and was inducted into the Friar Society of the University of Texas, which elects twelve students each year. He spent two years on active duty with the U.S. Army 35th Engineer Construction Group from 1961 to 1963 during the Cuban missile crisis and the beginning of the war in Vietnam. After another two years working with a consulting civil engineer in Houston, Texas, he returned to the University of Texas once more as a Fellow of the National Science Foundation. He completed his Ph.D. degree in August, 1967 and served as an Assistant Professor at the University of Texas in 1967-68.

A Post-doctoral Fellowship from the National Science Foundation permitted him to spend the next two years engaged in research on foundations on expansive soils with the Australian commonwealth Scientific and Industrial Research Organization Division of Applied Geomechanics. Returning to the United States in 1971 he entered the faculty at Texas A&M University, rising to the rank of Professor in 1976 and being awarded the A.P. and Florence Wiley Chair in Civil Engineering in 1990, and the F. J. Benson Chair in Civil Engineering in 1995. His professional interests are in Expansive Clay Theory and Design; Soil Mechanics; Soil-Structure Interaction; Soil Dynamics; Continuum Mechanics; Fracture Mechanics; Non-destructive Testing of Pavements; Pavement Analysis, Design, and Management; and Sampling, Statistical Methods, and Reliability.

BRIEF PROFESSIONAL BIOGRAPHICAL SKETCH

Dr. Lytton recently completed a project for the Federal Highway Administration to develop an integrated model to predict environmental effects beneath pavements. The analytical method developed uses coupled heat and moisture flow and predicts suction and temperature, freezing and thawing, and frost heave beneath pavements. The calculated results were compared favorably with field measurements made in College station, Texas; Amarillo, Texas; and Deland, Illinois. The model was used extensively in several of the SHRP Asphalt and Long-Term Pavement Performance programs.

He is the author of Chapter 13 of the textbook, "Numerical Methods in Geotechnical Engineering," (McGraw-Hill). The chapter is titled, Foundations in Expansive Soils. He teaches a graduate course in Civil Engineering at Texas A&M University on the same subject.

His doctoral dissertation was on water movement in expansive soils. His two-year period of study in 1969-70 as a Post-Doctoral Fellow of the National Science Foundation was with Dr. Gordon Aitchison of the Australian Commonwealth Scientific and Industrial Research Organization (CSIRO) Division of Applied Geomechanics on the subject of expansive soils.

In 1976-78, he conceived and supervised the research project at Texas A&M for the Post-Tensioning Institute which resulted in the publication of the manual on the Design and Construction of Post-Tensioned Slab-on-Ground which he coauthored. The design procedure contained in that manual has been incorporated verbatim into the Southern Building Code, the Uniform Building Code, and American Concrete Institute Report ACI 360R-92 on Design of Slabs on Grade.

In 1984, his pioneering work in expansive soils and foundation design was recognized by the South African Council for Scientific and Industrial Research which honored him with the Everite Bursary Award which is given to one person each year by that country and is an award of the highest distinction.

His lectures in Central and South America on the same subject are credited with having begun the highly creative and energetic research and engineering design presently being accomplished in Columbia and Mexico.

He has been a member of ACI Committee 360 on Slabs-on-Ground, and is currently a member of the Post-Tensioning Institute Technical Advisory Board, and the Southern Building Code Congress General Design Subcommittee.

Together with Dr. Chris Mathewson, of the Texas A&M University, Department of Engineering Geology, he conducted a three-year long project for the National Science Foundation to survey the damage done by expansive soils to houses in five cities in Texas: Beaumont, College Station, Amarillo, San Antonio and Waco. He developed regression analysis models of the causes of damage in each city. Each survey had at least 100 residences and a total of 700 residences were surveyed. He developed a method of modifying the Post-Tensioning Institute design of stiffened slabs to account for the variability of site conditions using a risk analysis approach.

His experience in field, laboratory, and analytical studies and his proven record of organizing and successfully completing projects which are both complex and highly significant in their impact all contribute to his well earned international reputation for creative advances in the analysis and design of foundations and pavements on expansive soils.

He was the keynote speaker at the 7th International Conference on Expansive Soils, which was held in Dallas, Texas in August 1992. He has been the United States representative on the International Society of Soil Mechanics and Foundation Engineering Technical Committee TC-6 since 1989. He presented the keynote address in the area of foundations and pavements to the 1st International Conference on Unsaturated Soils, which was held in Paris, France in September 1995. Recently, he presented the keynote address on the same subjects to the 3rd International Symposium on Unsaturated Soils in Rio de Janeiro, Brazil in April 1997.

Dr. Lytton's publications list includes over 300 technical papers, invited lectures and major reports, over a time span of over 38 years.

JAMES C. CONNER
PRESIDENT

ACADEMIC BACKGROUND

Bachelors of Environmental Design in 1982, Texas A&M University at College Station

BUSINESS EXPERIENCE

2003 to Present – President of MLAW Consultants & Engineers
Oversee all general daily operations, including marketing operations, acquisitions and mergers.

2001 to Present – President of MLA Labs, Inc.
Oversee all general daily operations including geotechnical services, construction materials testing, administrative reviews and marketing operations.

1998 through 2001 – Executive Vice-President of MLA Labs, Inc., Director of Marketing
Oversee all general daily operations including geotechnical services, construction materials testing, administrative reviews and marketing operations.

2002 through 2003 – Executive Vice-President of MLAW Consultants & Engineers
Oversee all general daily operations.

1995 through Present – Vice-President of MLAW Consultants & Engineers
In charge of Residential Engineering Service Division.

1990 through Present – Corporate Director of Marketing
Implemented and supervised MLAW marketing program.

1984 through 1994 – Senior Foundation Designer for MLAW Consultants & Engineers
Designed foundation and superstructure elements for light commercial and residential construction, under general review by a professional engineer. Supervised six to eight technicians, maintained client contact and supervised construction phase program.

PROFESSIONAL ORGANIZATIONS

Associated General Contractors

Home Builders Association of Greater Austin

Dallas Homebuilders Association

North Dallas Homebuilders Association

Bryan/College Station Homebuilders Association

American Concrete Institute

American Society of Certified Engineering Technicians

Austin Contractors and Engineers Association

American Institute of Architects

Association of Soils and Foundation Engineers

AFFILIATIONS & COMMITTEE AFFAIRS

Great Hills Country Club House Steering Committee

Great Hills Homeowners Association, Architectural Review Committee

Association of Former Students, Texas A&M University

ABC Legislative Committee

AGC Activities Committee

HBA Governmental Relations Committee

INDUSTRY ACTIVITIES

Has presented seminars covering geotechnical investigations and slab-on-ground foundations to numerous organizations and groups, including Greater Austin HBA Essential Building Skills

TIMOTHY R. WESTON, P.E.
VICE PRESIDENT

PROFESSIONAL REGISTRATION

Registered Professional Engineer No. 87938 in the State of Texas

ACADEMIC BACKGROUND

Masters of Science in Civil Engineering in 1996, University of Texas at Austin, Department of Geotechnical Engineering

Bachelor of Science in Civil Engineering in 1993, Virginia Polytechnic Institute and State University (Virginia Tech)

Attendance at numerous seminars and technical continuing education courses in the areas of geotechnical, structural and foundation engineering

BUSINESS EXPERIENCE

2001 to Present – Owner, Vice President, MLA Labs, Inc,

1999 through 2001 - Geotechnical Project Manager, MLA Labs, Inc.

1998 through 1999 - Staff Forensic Engineer, MLAW Consultants and Engineers, Inc.

1996 through 1998 - Geotechnical Project Manager, MLA Labs, Inc.

1993 through 1996 - Teaching Assistant, University of Texas at Austin, Geotechnical Engineering Department. Instructed undergraduate civil engineering students in Soil Mechanics and Introduction to Civil Engineering courses.

1994 through 1996 – Research Assistant, University of Texas at Austin, Geotechnical Engineering Department. Performed research into the effects of grain size and particle distribution on the stiffness and damping of granular soils at small strains. (Funded by Italian Institute for Soil Mechanics)

AFFILIATIONS AND COMMUNITY ACTIVITIES

Continuing Professional Development Committee Chair, American Society of Civil Engineers – Texas Section (2006 to present)

ASCE Austin Branch –Teacher of Geotechnical Engineering PE Exam Review Course (2006 to present)

Tau Beta Pi National Honor Society

Chi Epsilon Civil Engineering Honor Society

American Society of Civil Engineers, Active Member

Greater Austin Contractors and Engineers Association, Active Member, Legislative Committee

Real Estate Council of Austin, Active Member

KEY PERSONNEL

Timothy R. Weston, P.E. – 1997
Vice President
See resume in Principals and Officers Resumes.

Matthew B. (Matty) Weston – 2002
Field Operations Manager
Mr. Weston supervises all in-house testing ensuring accuracy and strict adherence to all applicable testing standards. Mr. Weston manages all field and laboratory technicians and monitors project budgets and invoicing. Mr. Weston is also a laboratory and field construction materials testing technician with eleven years of experience.

Gregg Drake – 1991
Technical Project Manager and Senior Estimator
Mr. Drake reviews project specifications and drawings to determine an approximate estimate budget for commercial testing. Mr. Drake is responsible for determining all applicable construction materials testing standards for a project and ensuring that all field technicians are aware of the same. He has 22 years of experience in the testing of construction materials and holds credentials of NICET Level III for Asphalt, Soil, and Concrete. Mr. Drake is also the MLA Labs, Inc. safety and radiation safety officer and is certified as a grade 1 field technician by the American Concrete Institute (ACI).

Chris Elliott – 2003
Geotechnical Project Manager
Mr. Elliott manages all geotechnical projects and provides technical support for all other types of projects. He directs sampling techniques for drilling and laboratory testing on soil samples gathered during the drilling phase of a project. Mr. Elliott uses the data gathered during drilling to analyze the particulars of the project in accordance with the project scope. Mr. Elliott then implements design recommendations and prepares preliminary reports for review by the Engineer. He assists the Engineer with field and laboratory procedures on all soil samples.

Larry Schilling – 1996
Senior Field Technician – Construction Materials Testing
Mr. Schilling is responsible for supervising and performing tests on field and laboratory samples in accordance with applicable recognized procedures such as ASTM or TxDOT Methods. He has 35 years of experience in the testing of construction materials and holds credentials of NICET Level III for Asphalt and Concrete and NICET Level II for Soil. He is also certified as a grade 1 field technician by the American Concrete Institute (ACI) and TxAPA HMA Roadway Specialist Level 1B certified by TxDot.

Sandy Turnbow – 2003
Senior Field Technician – Construction Materials Testing
Mr. Turnbow is responsible for supervising and performing tests on field and laboratory samples in accordance with applicable recognized procedures such as ASTM or TxDOT Methods. He has seven years of experience in the testing of construction materials and is certified as a grade 1 field technician by the American Concrete Institute (ACI) and TxAPA HMA Roadway Specialist Level 1B certified by TxDot.

Randy Rigney – 2007
Field Technician – Construction Materials Testing
Mr. Rigney performs field-testing including density, concrete, structural steel, post tension, HMAC and coring. He has three years of experience in the testing of construction materials and holds credentials of NICET Level II for Asphalt, Soil and Concrete. He is also certified as a grade 1 field technician by the American Concrete Institute (ACI).

Galen Kemp – 2005
Field Technician – Construction Materials Testing
Mr. Kemp performs field-testing for densities, concrete, structural steel, post tension, HMAC and coring inspections. He has five years of experience in the testing of construction materials. Mr. Kemp is certified as a grade 1 field technician by the American Concrete Institute (ACI).

Brian Albritton – 2010
Field Technician – Construction Materials Testing
Mr. Albritton performs field-testing for densities, concrete, structural steel, post tension, HMAC and coring inspections. He has five years of experience in the testing of construction materials. Mr. Albritton is certified as a grade 1 field technician by the American Concrete Institute (ACI).

Kris Baxter – 1999
Senior Drill Operator
Mr. Baxter has 11 years of operating and maintenance experience with the entire fleet of MLA Labs, Inc. drill rigs and 30 years overall in the drilling industry. He has sampled in every soil and geologic formation in Central Texas and is proficient in all methods of sampling subgrade material in Texas.

Terry Broussard – 1997
Senior Drill Operator
Mr. Broussard has 13 years of experience as a drill operator for MLA Labs, Inc. and can operate all units in MLA Labs, Inc.'s fleet of rigs. He has sampled in every soil formation in Central Texas and is proficient in all methods of sampling subgrade material in Texas.

Stephen Poldrack – 1997
Senior Lab Technician
Mr. Poldrack has been working in the laboratory at MLA Labs, Inc for seven years. He is proficient in all aspects of soil and aggregate testing and is the company's senior HMAC lab technician. Mr. Poldrack is Level 1A Plant Production Specialist certified by TxDOT and the Texas Asphalt Paving Association.

Steven Bunkley – 1996
Senior Lab Technician
Mr. Bunkley has 13 years of experience as a lab technician for MLA Labs, Inc. He is proficient in all aspects of soil and aggregate testing with a particular concentration in moisture density relationships (proctors) and concrete testing. Mr. Bunkley is accredited as a Grade 1 Lab Strength Technician by the American Concrete Institute.

Seleana Lewis – 2005
Controller/ HR Director
Ms. Lewis prepares initial account set up and oversees billing of all projects. She reviews project budgets and manages accounts payable & receivable staff. Ms. Lewis performs all HR manager responsibilities.

Christina Colley – 2005
Scheduling Coordinator
Mrs. Colley schedules all testing services for clients on all Construction Materials Testing projects. She assists clients with any questions or concerns that may arise pertaining to the specific project.

Shauna Strehler – 2007
Contracts Manager
Mrs. Strehler is responsible for all contract administration. Her duties include the drafting, evaluation and execution of all proposals and contracts. She ensures that all staff affected by the contract are aware of the contract arrangements.

David Butcher – 2008
Manager-Planning and Support Services
Mr. Butcher is primarily responsible for providing planning and support services to civil engineers and/or their clients, and oversees any and all Phase I Environmental Site Assessments in conjunction with Timothy Weston, P.E. In addition, Mr. Butcher brings nearly a decade of CAD experience to MLA Labs, Inc. and creates all the borings plans for our geotechnical investigations.



MLA LABS, INC.

Geotechnical Engineering and
Construction Materials Testing
"put us to the test"

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Fax: 512-835-5114

Mr. Timothy R. Weston, P.E.
Vice President
Mobile: 512-848-3264
Email: trweston@mlalabs.com

Mr. Matthew B. (Matty) Weston
Field Operations Manager
Mobile: 512-748-2253
Email: mbweston@mlalabs.com

Mr. Christopher Elliott
Geotechnical Project Manager
Mobile: 512-748-6069
Email: cpelliott@mlalabs.com

Mr. Gregg D. Drake
Technical Project Manager & Senior Estimator
Mobile: 512-848-2672
Email: gddrake@mlalabs.com

Mrs. Christina Colley
Scheduling Coordinator
Mobile: 512-848-3784
Email: cncolley@mlalabs.com