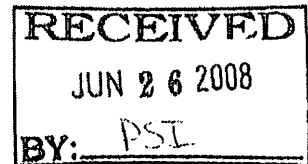


Contract No. Alba - Utility Coordination Services



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 Utility Coordinator
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Utility Coordinator – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Utility Coordinator by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: documentation requested by Utility Coordinator
- ☒ Contractors Qualification Statement – Appendix B RFR/Interview Process
- ☐ 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 Utility Coordination Work Product submittal
- ☐ "Completed" Utility Coordination Work Product
- ☐ "Accepted" Utility Coordination Work Product
- ☐ Modifications and/or Changes for Approval of Utility Coordination Work Product
- ☐ "Approved" Utility Coordination 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/Utility Coordinator to County

Contract No. _____

Notices (as applicable)

- ☐ 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
 - ☐ Supporting Documentation
 - ☐ Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - ☐ Proof of prior payment by Utility Coordinator of Reimbursables

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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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 Alba Utility & Service Consultants, Inc. (the "**Utility Coordinator**").

WHEREAS, **County** proposes to construct a series of projects under the Road Bond Program;

WHEREAS, **County** desires to obtain professional services for Utility Coordination Management (the "**Project**");

WHEREAS, **Utility Coordinator** 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 **Utility Coordinator** agree to the performance of the professional services by **Utility Coordinator** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Utility Coordinator

County agrees to employ **Utility Coordinator** and **Utility Coordinator** agrees to perform professional utility coordination 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 Utility Coordinator

- A. In consideration of the compensation herein provided, **Utility Coordinator** shall perform professional utility coordination services for the **Project**, which are acceptable to the **County Judge**, based on standard utility coordination practices and the scope of work described on the Exhibits attached to this Agreement. **Utility Coordinator** shall also serve as **County's** professional Utility Coordinator in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Utility Coordinator's** services.
- B. **Utility Coordinator** shall not commence work until **Utility Coordinator** 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 **Utility Coordinator** 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 **Utility Coordinator**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Utility Coordinator**.
- D. **Utility Coordinator** 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 Utility Accommodation Rules (UAR), latest edition
 - b. Williamson County Design Criteria & Project Development 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, **Utility Coordinator** 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 **Utility Coordinator** of the work described in the Scope of Services, **County** shall pay and **Utility Coordinator** 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 **Utility Coordinator** 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 *Utility Coordinator* 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 *Utility Coordinator's* services as basic or additional services under this agreement, the decision of the *County Judge* shall be final and binding on *Utility Coordinator*.

Section IV Period of Service

- A. *Utility Coordinator* 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. *Utility Coordinator* shall complete all design work as described in the Scope of Services within 792 calendar days from receipt by *Utility Coordinator* of *County's* written Work Authorization. ✓
- C. Neither *Utility Coordinator* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Utility Coordinator's* or *County's* reasonable control. Upon the discovery of such an event, *Utility Coordinator* 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 *Utility Coordinator* of written Notice of Reinstatement from *County*. *Utility Coordinator*, 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 *Utility Coordinator's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Utility Coordinator* 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 utility coordination 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 *Utility Coordinator* to perform by delivering a written Notice of Termination which shall

take effect on the tenth day following **Utility Coordinator'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. **Utility Coordinator** 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 **Utility Coordinator** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Utility Coordinator** shall be liable for any additional costs incurred by **County**.

- F. **Utility Coordinator** 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, **Utility Coordinator** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Utility Coordinator** for every day that **Utility Coordinator** 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 utility coordination 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 utility coordination work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the utility coordination 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 **Utility Coordinator's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Utility Coordinator** 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. **Utility Coordinator** 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 **Utility Coordinator** 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. *Utility Coordinator* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Utility Coordinator's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Utility Coordinator* shall cooperate and coordinate with *County's* staff, and other utility coordinators, engineers and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI Review of Work Product

- A. *Utility Coordinator's* utility coordination work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, agreements, and supporting documents, (the "utility coordination work products"), shall be submitted by *Utility Coordinator* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the utility coordination 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 utility coordination work products in compliance with the requirements of this Agreement. The completeness of any utility coordination work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Utility Coordinator* 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 *Utility Coordinator* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Utility Coordinator*, 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 *Utility Coordinator*, 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, *Utility Coordinator* 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 utility coordination work products, **Utility Coordinator** shall without additional compensation perform any work required as a result of **Utility Coordinator's** development of the products which is found to be in error or omission due to **Utility Coordinator'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 as defined in Exhibit I, Section 4.
- H. In the event of any dispute over the classification of **Utility Coordinator's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Utility Coordinator 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 **Utility Coordinator** shall entitle **Utility Coordinator** to additional compensation for such extra services and expenses, provided however, that **Utility Coordinator** 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 **Utility Coordinator's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Utility Coordinator** to revise the work product in order to make the **Project** constructible, **Utility Coordinator** shall do so without additional compensation. In the event of any dispute over the classification of **Utility Coordinator's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Utility Coordinator**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Utility Coordinator's Responsibility and Liability

- A. **Utility Coordinator** 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, **Utility Coordinator** shall inform **County** of such event within five working days.
- B. **Utility Coordinator** 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 **Utility Coordinator** 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 *Utility Coordinator*.

- D. **UTILITY COORDINATOR** 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 **UTILITY COORDINATOR** OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, **UTILITY COORDINATOR** SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS. ✓
- E. *Utility Coordinator's* opinions of probable *Project* cost or construction cost represent *Utility Coordinator's* professional judgment as a professional familiar with the construction industry, but *Utility Coordinator* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Utility Coordinator's* opinions of probable cost.
- F. *Utility Coordinator* shall perform all services and responsibilities required of a *Utility Coordinator* under this Agreement using at least that standard of care which a reasonably prudent utility coordinator in Texas would use in similar circumstances.
- G. *Utility Coordinator* 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 *Utility Coordinator* 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 *Utility Coordinator* and professional personnel.
- H. All employees of *Utility Coordinator* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Utility Coordinator*, 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. *Utility Coordinator* 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. **Utility Coordinator** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Utility Coordinator** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, defined as utility coordination work product, prepared by **Utility Coordinator** 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 **Utility Coordinator** retaining a copy.
- B. Any reuse by **Utility Coordinator** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Utility Coordinator's** sole risk and without liability or legal exposure to **County**. Should **Utility Coordinator** be terminated, **Utility Coordinator** shall not be liable for **County's** use of partially completed work product 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 by **Utility Coordinator**.
- C. **Utility Coordinator** 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 utility coordinators, designers, and contractors, without the specific written consent of **Utility Coordinator**. 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. **Utility Coordinator** 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. **Utility Coordinator** 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 **Utility Coordinator**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Utility Coordinator** agrees that **County** shall have access during normal working hours to all necessary **Utility Coordinator** 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 **Utility Coordinator** reasonable advance notice of intended audits.
- C. **Utility Coordinator** 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. **Utility Coordinator** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Utility Coordinator** 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.** **Utility Coordinator** 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 Utility Coordinator.** **Utility Coordinator** certifies that neither **Utility Coordinator** nor any members of **Utility Coordinator'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 **Utility Coordinator**) 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 **Utility Coordinator**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Utility Coordinator 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:

UTILITY

COORDINATOR: Alba Utility & Service Consultants, Inc.
7909 Richard King Trail
Austin, Texas 78749
Attn: Jesse C. Alba, President

COUNTY: Williamson County Judge
Dan A. Gattis (or successor)
710 Main Street, Ste. 101
Georgetown, Texas 78626

with copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7
Georgetown, Texas 78626
Attn: File No. _____

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: Mike Snare, P.E.

and to: _____

- F. **Insurance Requirements.** *Utility Coordinator* 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 *Utility Coordinator* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Utility Coordinator* 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 *Utility Coordinator* 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 *Utility Coordinator* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Utility Coordinator* 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.** *Utility Coordinator* shall provide to *County Judge* upon submittal of *Utility Coordinator'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.** *Utility Coordinator* 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 *Utility Coordinator* 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 *Utility Coordinator* 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 *Utility Coordinator*), whether or not it results from or involves any action or failure to act by the *Utility Coordinator* or any employee or agent of the *Utility Coordinator* and which arises in any manner from the performance of this Agreement, the *Utility Coordinator* 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 *Utility Coordinator* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Utility Coordinator*, 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 *Utility*

Coordinator's performance of work under this Agreement.

- M. **Definition of Utility Coordinator.** The term "**Utility Coordinator**" as used herein is defined as utility coordination project management.
- 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 **Utility Coordinator** 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 **Utility Coordinator**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Utility Coordinator** 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 **Utility Coordinator** 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 **Utility Coordinator**. 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 _____, 200 ____.

THE UTILITY COORDINATOR:

ALBA UTILITY & SERVICE.
CONSULTANTS, INC

BY: _____

Printed Name: Jesse C. Alba

Title: President

WILLIAMSON COUNTY:

BY: _____

Dan A. Gattis
Williamson County Judge

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contracts
Management Auditor

OK
Mg 6/30/08

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 \$582,040.00 (Five hundred eighty two thousand forty dollars and zero cents). ✓
- 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 *Utility Coordinator* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Utility Coordinator's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Utility Coordinator* 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 *Utility Coordinator* 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 *Utility Coordinator* 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 a fee amount agreed upon by the *County* and *Utility Coordinator*. 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 *Utility Coordinator'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 *Utility Coordinator* have signed the Work Authorization. All work must be completed on or before the

completion date specified in the Work Authorization. The *Utility Coordinator* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Utility Coordinator* 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 *Utility Coordinator* 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 *Utility Coordinator* 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, *Utility Coordinator* shall not be compensated for work made necessary by *Utility Coordinator's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$2,482,806.16 (Two million four hundred eighty two thousand eight hundred six dollars and sixteen cents), 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, *Utility Coordinator* 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.
- 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 *Utility Coordinator*.

ATTACHMENT A

WORK AUTHORIZATION NO. 01

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 Alba Utility & Service Consultants, Inc. (*the "Utility Coordinator"*).

Part 1. The *Utility Coordinator* will provide the following utility coordination services:

See ALBA08 – Utility Coordination Services or latest edition.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$582,040.00 (Five hundred eighty two thousand forty dollars and zero cents).

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

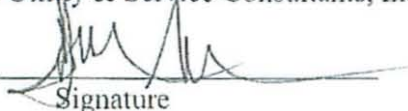
Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2008, unless extended by a Supplemental Work Authorization.

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

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

EXECUTED this ____ day of _____, 200__.

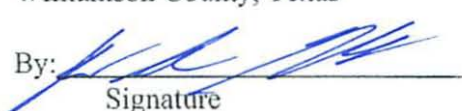
UTILITY COORDINATOR:
Alba Utility & Service Consultants, Inc.

By: 
Signature

Jesse C. Alba
Printed Name

President
Title

COUNTY:
Williamson County, Texas

By: 
Signature

Dan A. Gattis
Printed Name

County Judge
Title

OK
1/31/08

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Utility Coordinator

Exhibit C - Work Schedule (see Exhibit IV – Production Schedule)

Exhibit D - Fee Schedule

EXHIBIT II**HOURLY RATES**

**WILLIAMSON COUNTY UTILITY COORDINATION MANAGEMENT
ALBA RATES & CLASSIFICATIONS
7/1/2008 - 12/31/2008**

Classification	Contract Rate
Project Manager	\$135.00/hr
Senior Utility Engineer	\$130.00/hr
Utility Coordinator	\$120.00/hr
Utility Specialist	\$104.00/hr
ROW Coordinator	\$99.00/hr
Clerical	\$60.00/hr
Expert Witness Testimony (required by APPENDIX A)	\$200.00/hr

Reimbursable Expenses	
Consultant or Speciality Contractor (Outside Firm)	@ cost + 10%
Courier	@ cost + 10%
Special Equipment Rental	@ cost + 10%
Project Approved Out of Town Travel Expenses	@ cost
Per Diem for Project Approved Out of Town Travel	\$40/day
Mileage	IRS Approved Rate
Other Misc. Project Approved Expenses	@ cost + 10%
Reproduction Costs (CADD Plotting, Color Copies, Mylars, etc.)	@ cost

These rates shall apply for contract services provided through December 31, 2008. These hourly rates shall then increase by 3% for the calendar year beginning on January 1, 2009 and shall increase by 3% for each successive calendar year thereafter beginning on January 1 of each year for the duration of the contract.

OK
my
Reimburse
for actual
cost only
my 6/24/08

EXHIBIT IIHOURLY RATES

**WILLIAMSON COUNTY UTILITY COORDINATION MANAGEMENT
ALBA RATES & CLASSIFICATIONS
7/1/2008 - 12/31/2008**

Classification	Contract Rate
Project Manager	\$135.00/hr
Senior Utility Engineer	\$130.00/hr
Utility Coordinator	\$120.00/hr
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Clerical	\$60.00/hr
Expert Witness Testimony (required by APPENDIX A)	\$200.00/hr

Reimbursable Expenses	
Consultant or Speciality Contractor (Outside Firm)	@ cost + 10%
Courier	@ cost + 10%
Special Equipment Rental	@ cost + 10%
Project Approved Out of Town Travel Expenses	@ cost
Per Diem for Project Approved Out of Town Travel	\$40/day
Mileage	IRS Approved Rate
Other Misc. Project Approved Expenses	@ cost + 10%
Reproduction Costs (CADD Plotting, Color Copies, Mylars, etc.)	@ cost

These rates shall apply for contract services provided through December 31, 2008. These hourly rates shall then increase by 3% for the calendar year beginning on January 1, 2009 and shall increase by 3% for each successive calendar year thereafter beginning on January 1 of each year for the duration of the contract.

Handwritten notes and signatures:
 01
 [Signature]
 10/30/08

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Utility Coordinator*** 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 ***Utility Coordinator*** 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*** or County approved representative.
4. In the event of any dispute over the classification of ***Utility Coordinator'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. *Utility Coordinator* shall complete all 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 *Utility Coordinator* shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Utility Coordinator* 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, *Utility Coordinator* 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, *Utility Coordinator* 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 work product 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 *Utility Coordinator* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Utility Coordinator* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Utility Coordinator* of any and all rights or claims to collect the fee that *Utility Coordinator* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Utility Coordinator* 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, *Utility Coordinator* 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 work product prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Utility Coordinator* unless requested by *County*.
2. During the period of suspension, *Utility Coordinator* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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

1. In the event that **Utility Coordinator** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Utility Coordinator's** Notice of Termination, **Utility Coordinator** 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 work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Utility Coordinator** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Utility Coordinator** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Utility Coordinator** of any and all rights or claims to collect the fee that **Utility Coordinator** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Utility Coordinator** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Utility Coordinator** 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. **Utility Coordinator** 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. **Utility Coordinator** will, in all solicitations or advertisements for employees placed by or on behalf of **Utility Coordinator**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Utility Coordinator** 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 **Utility Coordinator's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Utility Coordinator** 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**, **Utility Coordinator** 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. **Utility Coordinator** 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 **Utility Coordinator'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 **Utility Coordinator** 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. **Utility Coordinator** 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. **Utility Coordinator** 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 **Utility Coordinator** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Utility Coordinator** 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, *Utility Coordinator* 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 (one million dollars) per occurrence and \$2,000,000.00 (two million dollars) 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 (one million dollars) per occurrence and \$2,000,000.00 (two million dollars) in the aggregate. *Utility Coordinator* 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 (one million dollars).
- E. In the event *Utility Coordinator* is self-insured in connection with any or all of the above-required insurance policies, *Utility Coordinator* 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.

Utility Coordinator 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*. *Utility Coordinator* 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 *Utility Coordinator* 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. *Utility Coordinator* shall furnish *County* with a certification of coverage issued by the insurer. *Utility Coordinator* 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 **Utility Coordinator**, 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 UTILITY COORDINATOR SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE UTILITY COORDINATION 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. Since this is a management contract, Utility Coordinator's production schedule timeline extends from January 1st to December 31st of the current calendar year.

Scope of Services provided by Alba Utility & Service Consultants, Inc., herein referred to as "Utility Coordinator" for Williamson County, herein referred to as "County", involves utility coordination management services in Williamson County, Texas, as follows:

Utility Coordinator will coordinate with the County's "Contract Manager (PSI)", its "Designated Representative (HNTB Corporation)" and the offices of Williamson County.

This scope includes the following major tasks:

- I. PROJECT MANAGEMENT AND COORDINATION
- II. UTILITY COORDINATION
- III. FIELD SURVEYING
- IV. ROW COORDINATION
- V. MISCELLANEOUS

I. PROJECT MANAGEMENT AND COORDINATION

Utility Coordinator, in association with the County, Contract Manager, and its Designated Representative, will be responsible for managing/directing/coordinating all activities associated with utility coordination within Williamson County ("Project").

1.1 - Project Quality Assurance / Quality Control (QA/QC)

The Utility Coordinator will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development in order to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted the County shall receive QA/QC. A project manager/engineer will perform the QA/QC function.

1.2 - Coordination Meetings

Utility Coordinator will compose coordination meetings with the County, Contract Manager, Designated Representative, County contracted design firms, and County Utility Providers as required by the Project. In addition, Utility Coordinator will hold the Williamson County Monthly Utility Coordination Meeting managing communication between the County, Designated Representative, County contracted design firms, and County Utility Providers. Utility Coordinator supply draft and final meeting minutes for all meetings held.

1.3 - Subconsultant Management

Utility Coordinator will engage subconsultant(s) via contact(s), monitor and manage subconsultant activities (staff and schedule), and review and recommend payment of subconsultant invoices/billings.

Deliverables

- Subconsultant Progress Reports (1 copy per invoice).
- Subconsultant Invoices (1 copy).

II. UTILITY COORDINATION

Utility Coordinator shall perform Subsurface Utility Engineering (SUE), Survey, Utility Adjustment Coordination, and Utility Engineering services for County Utility Providers.

The work to be performed by the Utility Coordinator under this contract shall consist of providing utility coordination management services required for SUE, Survey, Utility Adjustment Coordination, and Utility Engineering on the Project. The existing utility file will be referenced into the current drainage design sheets to create a test hole location work plan. Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, Utility Coordinator will recommend required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County, Contract Manager, and/or Designated Representative.

These services include SUE, Survey, utility adjustment coordination activities including but not limited to, meeting and contact with utilities on the project, initial project notifications, preparation of existing utility layouts, providing progress reports, preparation of contact lists, preparation of master utility adjustment agreements, preparation of utility joint use agreements, reviewing conflicts between the utilities and the proposed project, resolutions of utility conflicts, creation of a utility conflict list, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the Utility Coordinator's responsibilities, as listed in the following scope.

2.1. Subsurface Utility Engineering (SUE) and Survey

Includes utility investigations subsurface and above ground prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

- Quality Level D - Existing Records: Utilities are plotted from review of available existing records.

- Quality Level C - Surface Visible Feature Survey: Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
- Quality Level B - Designate: Two-dimensional horizontal mapping. This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
- Quality Level A - Locate (Test Hole): Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates quality levels B, C and D information to produce Quality Level A.

2.1.1. Subsurface Utility Locate (Test Hole) Service (Quality Level A), locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The Engineer shall:

2.1.2. Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.

2.1.3. Coordinate with utility owner inspectors as may be required by law or utility owner policy.

2.1.4. Neatly cut and remove existing pavement material, such that the cut not to exceed 0.10 square meters (1.076 square feet) unless unusual circumstances exist.

2.1.5. Measure and record the following data, as required, on an appropriately formatted test hole data sheet that has been sealed and dated by the Utility Coordinator:

- Elevation of top and/or bottom of utility tied to the datum of the furnished plan
- Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 15mm (.591 inches) of utilized benchmarks.
- Elevation of existing grade over utility at test hole location.
- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of nonencased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Pavement thickness and type.
- Coating/Wrapping information and condition.
- Unusual circumstances or field conditions.
- Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.

- Be responsible for any damage to the utility during the locating process. In the event of damage, the Utility Coordinator shall stop work, notify the appropriate utility facility owner, the County, Designated Representative, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. Utility Coordinator will not resume work until the utility facility owner has determined the corrective action to be taken. Utility Coordinator shall be liable for all costs involved in the repair or replacement of the utility facility.
- Back fill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. Utility Coordinator shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- Furnish and install a permanent above ground marker directly above center line of the utility facility.
- Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, Utility Coordinator shall return to correct the condition at no extra charge to the County.
- Plot utility location position information to scale and provide a comprehensive updated utility plan. This information will be provided in the latest version of Microstation or Geopak format used by the County.

2.2. Utility Adjustment Coordination

Includes utility coordination meetings with individual utility companies, communication and coordination with utilities, and preparation of utility agreement assemblies.

2.2.1. Utility Coordinator shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.

2.2.2. Utility Coordinator shall coordinate all activities with the County, Contract Manager, and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Utility Coordinator will be responsible for the following:

- Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
- External Communications: Utility Coordinator will coordinate all activities with the County, Contract Manager, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. Utility Coordinator will also provide copies of reports, correspondence and other documentation of work-related communications between Utility Coordinator, utility owners and other outside entities when requested by the County.
- Permits and rights of entry. Obtain all necessary permits from city, county, municipality, railroad or other jurisdiction to allow Utility Coordinator to work within existing streets, roads or private property for additional designating and/or subsurface utility locating.

2.2.3. Utility Coordinator shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts. Utility Coordinator shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.

2.2.4. Utility Agreement Assemblies: A packaged agreement consisting of (if applicable) a Utility Completion Checklist, Master Utility Adjustment Agreement, Utility Joint Use Agreement, Affidavit, Quitclaim, Easement Documents, Field Notes for quitclaim portion of easement, Contractor Statement, Plans, Specifications, and detailed cost estimates as detailed in Williamson County's Design Criteria Manual, Chapter 6 - Utilities.

2.2.5. Utility Agreements: If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement to Utility Coordinator. Utility Coordinator shall determine whether or not a compensable interest exists and the owner's degree of eligibility. Utility Coordinator shall assist the utility company with adjustment plans and cost estimate for these adjustments. Utility Coordinator shall review plans to ensure compliance with the Design Criteria Manual, Chapter 6 - Utilities and to ensure that the proposal will not conflict with highway construction. Utility Coordinator will submit a copy of the easement, plans, and estimate to Designated Representative by letter recommending approval. The utility should be reimbursed all cost incurred within their easement limits for replacement in kind unless otherwise negotiated terms by Utility Coordinator.

2.3. Utility Engineering

Includes the identification of utility conflicts, coordination, compliance with Williamson County's Design Criteria Manual, Chapter 6 - Utilities, and resolution of utility conflicts. Utility Coordinator shall coordinate all activities with the County, Contract Manager, or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities include:

2.3.1. Utility Layout: Utility Coordinator shall maintain a utility layout in the latest version of Microstation used by the County. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. Utility Coordinator's Project Manager or registered Professional Engineer (P.E.) will utilize the layout of existing utilities as prepared, if available, and make a determination of the following:

- Facilities in conflict with the proposed project that are to be relocated.
- Facilities to be abandoned in place.
- Facilities to remain in service and in place.
- Utility Coordinator's Project Manager or P.E. shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. Utility Coordinator shall coordinate this information with the County, Contract Manager, and/or Designated Representative immediately upon discovery.

2.3.2. Public & Individual Meetings with Utility Companies, as required, to facilitate utility conflict identification and resolution.

2.3.3. Establish contact with existing utilities within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

2.3.4. Schedule all utility coordination meetings and ensure compatibility with the schedule of the County.

2.3.5. Set agenda for all coordination meetings as directed by the County, Contract Manager, and/or Designated Representative.

2.3.6. Establish and promote the desired agenda and methodologies for utility construction within the Project.

2.3.7. Orientation: Prepare and present, in collaboration with the County, Contract Manager, and/or Designated Representative instruction and orientation sessions as required. The instruction shall introduce the SUE Plans, the proposed utility layout, processes, demonstrate the technology and facilitate the preparation of work orders, billings, and contract related documentation as it pertains to utility adjustment work.

2.3.8. Progress Meetings: Meet with the County, Contract Manager, and/or Designated Representative periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings will review:

- Activities completed since the last meeting.
- Issues encountered.
- Late activities.
- Activities required by the next progress meeting.
- Solutions for unresolved and/or anticipated problems.
- Information or items required from other agencies/consultants.
- Review of Utility's Proposed Adjustments
- Evaluate Alternatives: Utility Coordinator's Project Manager and/or P.E. will evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
- Review Estimates and Schedules: Utility Coordinator's Project Manager and/or P.E. will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
- Review plans for compliance with Williamson County's Design Criteria Manual, Chapter 6 - Utilities and proposed location data. The responsibility for quality and accuracy of utility adjustment plans will remain with the Utility Company.

2.3.9. Prepare a Proposed Utility Layout in the latest version of MicroStation used by the County that can be overlaid on the County's contracted design firm's roadway base file and determine the following:

- Facilities conflicts have been resolved.
- Stakeholders have concurred with the various alignments.
- Establish the sequence of construction for all utility relocation work, whether it is included as a part of the Project Construction or not.
- Determine which utilities will be built as part of the contract.
- Determine which facilities will be relocated prior to construction.

2.3.10. Coordinate, develop, and/or review PS&E for all utilities included in the construction contract.

2.3.11. Utility Certification/Special Provisions: Utility Coordinator's Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for highway construction. However, if the utility adjustments are not complete prior to highway project letting, a letter will be required outlining all outstanding utility conflicts and their affects on highway construction.

2.3.12. Utility Coordinator will submit the required number of executed copies of the Utility Agreement assemblies, which include the appropriate Forms as detailed in Williamson County's Design Criteria Manual, Chapter 6 - Utilities, a copy of the recorded easements, plans, and estimate to the County, Contract Manager, or Designated Representative by letter recommending approval (4 originals).

Deliverables:

- Existing Utility Layout & Electronic CD-Micro station compatible or Cad format
- Test Hole Data Sheets & Electronic CD-Micro station compatible or Cad format
- Draft Proposed Relocation Utility Layout & CD-Micro station compatible or Cad format

- Approved Proposed Relocation Utility Layout & CD-Micro station compatible or Cad format
- Master Utility Adjustment/Relocation Agreement Assembly Packages
- Agreement Status Spreadsheet
- Agreement Assembly Completion Spreadsheet
- Weekly Report
- Master Utility Contact List
- Utility Tracking Report (UTR)
- Meeting minutes (delivered electronically)
- Utility Coordination Meeting Checklist
- Review Comments Forms
- Utility Design Review Submittal Log
- Utility Completion Checklist
- Utility Clearance Certification Letters
- Any data information, utility packets, and/or exhibits requested by County, Contract Manager, Designated Representative, and/or other approved County representative

III. FIELD SURVEYING

Utility Coordinator will prepare metes and bounds descriptions and exhibits as requested by the County, Contract Management, Designated Representatives, or other contractors or representatives, as authorized by the County or Designated Representative.

IV. ROW COORDINATION

Utility Coordinator will coordinate structure clearance as a result of ROW Acquisition as requested by the County, Contract Management, Designated Representatives, or other approved County representatives.

V. MISCELLANEOUS

The proposed scope of basic services is based on the following assumptions and/or qualifications:

The provisions under the original Professional Services Agreement are unchanged and remain in full force and effect.

ANY ADDITIONAL SERVICES REQUIRED BEYOND THOSE SPECIFICALLY IDENTIFIED IN THIS PROPOSAL ARE BEYOND THE SCOPE OF SERVICES TO BE PROVIDED UNDER THIS PROPOSAL. ANY REQUIRED ADDITIONAL SERVICES WILL BE SEPARATELY IDENTIFIED AND NEGOTIATED AND SUCH ADDITIONAL SCOPE AND COMMENSURATE FEE WILL BE EXECUTED/AUTHORIZED UNDER A SUPPLEMENTAL AGREEMENT TO THIS PROPOSAL/CONTRACT.

APPENDIX B

UTILITY COORDINATOR'S QUALIFICATIONS STATEMENT

TASK DESCRIPTION per YEAR											
	JOB TOTALS	2008 BILLING RATES	TOTAL LABOR	JOB TOTALS	2008 BILLING RATES	TOTAL LABOR	JOB TOTALS	2010 BILLING RATES	TOTAL LABOR	TOTALS	
PROJECT MANAGER	1040	\$135.00	\$ 140,400.00	2080	\$139.05	\$ 289,224.00	1400	\$143.22	\$ 200,510.10	\$630,134.10	
SENIOR UTILITY ENGINEER	1040	\$130.00	\$ 135,200.00	2080	\$133.90	\$ 278,512.00	1400	\$137.02	\$ 193,083.80	\$606,795.80	
UTILITY COORDINATOR I	1040	\$94.00	\$ 97,760.00	2080	\$96.82	\$ 201,385.60	1400	\$99.72	\$ 139,614.44	\$438,760.04	
UTILITY SPECIALIST I	1040	\$81.00	\$ 84,240.00	2080	\$83.43	\$ 173,534.40	1400	\$85.93	\$ 120,306.06	\$378,080.46	
CLERICAL	624	\$60.00	\$ 37,440.00	1248	\$61.80	\$ 77,126.40	840	\$63.65	\$ 53,469.36	\$168,035.76	
YEARLY TOTAL			\$ 495,040.00			\$ 1,019,782.40			\$ 706,933.76	\$2,221,806.16	
MONTHLY TOTAL			\$ 82,506.67			\$ 84,981.87			\$ 58,915.31		
FUNCTION CODE	Total Hours	Total Labor	Overhead				Subtotal Expenses	Alba FEE	Subconst Fees	TOTAL FEE	
			Print/ Repro	Mileage/ Travel	Food/ Entert	Subconst/ Manage					
#											
Utility Coordination Management	20,792	\$2,221,806.16						\$ 2,221,806.16	\$210,000	\$ 2,431,806.16	
Utility Coordination	0	\$ -						\$ -	\$0	\$ -	
SUBTOTAL	20,792	\$ 2,221,806.16								\$ 2,431,806.16	
OVERHEAD			\$1,500	\$22,500	\$6,000	\$21,000	\$51,000			\$51,000	
JOB TOTALS (COMPENSATION CAP)	20,792	\$ 2,221,806.16	\$1,500	\$22,500	\$6,000	\$21,000	\$51,000	\$ 2,221,806.16	\$210,000	\$ 2,482,806.16	

*Rates adjusted based upon 3% escalator per year

**2008 hours based upon 6 months

Utility Coordination Management				SEGMENT COST, \$			
UTILITY MANAGEMENT/AGREEMENTS/METINGS/COORD	TOTAL HOURS	SUBCONSULTANT FEES					
PROJECT MANAGER	4,520	SUE/SURVEY	\$40,000/yr				
SENIOR UTILITY ENGINEER	4,520	ROW COORDINATION	\$30,000/yr				
UTILITY COORDINATOR I	4,520						
UTILITY SPECIALIST I	4,520						
CLERICAL	2,712						
	20,792	-	-	-	-	-	20,792

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

ALBA UTILITY & SERVICE CONSULT

Check appropriate box: ☐ Individual /
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

7909 RICHARD KING TRAIL

City, state, and ZIP code

AUSTIN TX 78749-1846

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

26-0036391

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign
Here

Signature of
U.S. person ▶

Date ▶

06-25-08

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/18/2008
PRODUCER (512)338-1191 FAX (512)338-1196 Whorton Insurance Services 11200 Jollyville Rd. Austin, TX 78759 Debra Jones		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Alba Utility & Service Consultant Inc 7909 Richard King Trail Austin, TX 78749		
		INSURERS AFFORDING COVERAGE
		NAIC #
		INSURER A: Zurich
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	PAS02548974	08/27/2007	08/27/2008	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
		MED EXP (Any one person) \$ 10,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
		GENERAL AGGREGATE \$ 2,000,000				PRODUCTS - COM/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	PAS02548974	08/27/2007	08/27/2008	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Williamson County
 Dan A Gattis (or Successor)
 710 Main St, Ste 101
 Georgetown, TX 78626

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jim Whorton/GEJ

Jim Whorton

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
6/25/2008**PRODUCER**Whorton Insurance Services
11200 Jollyville Road

Austin, TX 78759

INSUREDAlba Utilities & Service Consultant, Inc.
7909 Richard King Trail

Austin, TX 78749

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**INSURERS AFFORDING COVERAGE**

NAIC #

INSURER A: HCC Specialty Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGESTHE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR (ADD'L LTR / INSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				W/C STATU-TORY LIMIT <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	S708-10345	6/24/2008	6/24/2009	\$1,000,000/\$1,000,000 Per Claim/Aggregate \$7,500 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Claims Made; 06/24/2008 retro date

CERTIFICATE HOLDERWilliamson County
C/O Dan A Gatl's (or successor)
710 Main Street, Ste 101
Georgetown, TX 78626**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.