

PROFESSIONAL SERVICES AGREEMENT

Williamson County, Texas, as CLIENT, engages **Diamond Surveying, Inc.**, as SURVEYOR to perform professional services for the assignment described as follows:

Survey services relating to preparing a Category 1B, Condition III, Standard Land Survey being the west portion of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429, Official Public Records of Williamson County, Texas. Site location southwest side of Proposed SH 29 Liberty Hill Bypass at RM 1869 in Liberty Hill, Texas.

I. SERVICES: SURVEYOR agrees to perform, in conformance with the following description, definition, terms and conditions, the professional surveying services set forth in Proposal No **2021-WILCO FACILITIES BOUNDARY WEST PORTION 21 ACRE TRACT SH 29 LHB AT RM 1869 dated November 3, 2021**, attached hereto as Exhibit "A" (the "Services").

II. COMPENSATION: SURVEYOR'S compensation will be on an hourly not to exceed basis for the Services, with such hourly rates being set out in the attached Exhibit "B", as follows:

Total not to exceed fee for the Services shall be a fee of \$3,210.00.

If the Surveyor is requested to perform additional services not included in the Services, then the Client will be informed that additional charges will apply, and upon Client's approval of these charges the additional work will be performed.

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

IV. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, estimates, specifications, field notes and data are and shall remain the property of SURVEYOR. CLIENT may at his expense obtain a set of reproducible record copies of drawings and other documents but agrees that he will use such copies solely in connection with the project covered by this Agreement and for no other purpose.

V. LIABILITY LIMITATION: SURVEYOR shall have no liability to CLIENT or to others for any reasons beyond use of reasonable skill in performing the Services for the assignment covered by this Agreement. In no event shall SURVEYOR'S liability exceed \$50,000.

VI. INDEMNIFICATION

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SURVEYOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE CLIENT'S CHOOSING), AND HOLD HARMLESS THE CLIENT, AND THE CLIENT'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SURVEYOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SURVEYOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO

HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the SURVEYOR agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The CLIENT and the SURVEYOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

VIII. TERMINATION:

- A. CONDITIONS OF TERMINATION: This Agreement may be terminated without cause at any time prior to completion of SURVEYOR'S Services either by CLIENT or by SURVEYOR, upon seven days written notice to the other at the address of record. Termination shall release each party from all obligations of this Agreement, except as specified in paragraph VIII.B below.
- B. COMPENSATION PAYABLE ON TERMINATION: On Termination, by either CLIENT or SURVEYOR, CLIENT shall pay SURVEYOR the full amount specified in paragraph II, with respect to any Services performed to date of termination (including all Reimbursable Expenses incurred).

IX. SUCCESSORS AND ASSIGNS: CLIENT and SURVEYOR each binds himself, and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither CLIENT nor SURVEYOR shall assign, sublet, or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than CLIENT and SURVEYOR.

X. SPECIAL PROVISION: This instrument contains the entire Agreement between CLIENT and SURVEYOR, except as additionally stated below: Attached Exhibit "A" - Proposal No **2021-WILCO FACILITIES BOUNDARY WEST PORTION 21 ACRE TRACT SH 29 LHB AT RM 1869 dated November 3, 2021** forms a part of this agreement.

XI. RIGHT TO AUDIT: SURVEYOR agrees that the CLIENT or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of SURVEYOR which are directly pertinent to the Services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. SURVEYOR agrees that the CLIENT shall have access during normal working hours to all necessary SURVEYOR

facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The CLIENT shall give SURVEYOR reasonable advance notice of intended audits.

XII. NO WAIVER OF SOVEREIGN IMMUNITY OR POWERS: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the CLIENT.


XIII. INVALIDATION: If this Agreement is not executed by CLIENT within 30 days of the date tendered, it shall become invalid unless SURVEYOR extends the time in writing.

XIV. MODIFICATIONS: No one has authority to make variations in, or additions to the terms of this Agreement on behalf of SURVEYOR other than one of its Officers, and then only in writing signed by him.

Williamson County, Texas

Diamond Surveying, Inc.

By: _____

By:  _____

Printed name: _____

Shane Shafer, R.P.L.S.

Title: _____

Title: President _____

Date: _____

Date: November 4, 2021 _____

Exhibit "A"



Shane Shafer
116 Skyline Road
Georgetown, TX 78628
Phone 931-3100
T.B.P.E.L.S. 10006900
shane@diamondsurveying.com

Proposal No. 2021-WILCO FACILITIES BOUNDARY WEST PORTION 21 ACRE TRACT
SH 29 LHB AT RM 1869

November 3, 2021

Williamson County Facilities
3101 SE Inner Loop
Georgetown, TX 78626

Attention: Mr. Dale Butler, Director

Re: Proposal for survey services relating to preparing a Category 1B, Condition III, Standard Land Survey being the west portion of the called 21.63 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2018056429, Official Public Records of Williamson County, Texas. Site location southwest side of Proposed SH 29 Liberty Hill Bypass at RM 1869 in Liberty Hill, Texas.

We are pleased to submit our proposal for services related to the above referenced project. Below is our list of proposed Scope of Services and basis of Compensation:

Scope of Services:

1. Perform office and field work necessary to prepare Category 1B, Condition III, Standard Land Survey for the west portion of above mentioned 21.63 acre Williamson County, Texas tract. Surveyor shall prepare signed and sealed metes & bounds description with survey drawing
Estimate Field: 3-Man field Party 8 hours at \$190.00 per hour = \$1520.00
Office: SR. CADD Tech 10 hours at \$125.00 per hour = \$1,250.00
Project Manager 2 hours at \$140.00 per hour = \$280.00
R.P.L.S. 1 hour at \$160.00 per hour = \$160.00
Fee for item 1: \$3,210.00

Basis of Compensation:

We propose to provide the above listed services on an hourly not to exceed basis:

Total for the above listed scope of services shall be for a fee of \$3,210.00.

We shall begin work on this project immediately upon receipt of signed contract. If this proposal is acceptable, please have the appropriate authority endorse the enclosed agreement and return a copy to our office for our files.

Thank you for the opportunity to be of service for this Project. We look forward to being a part of this project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Shane Shafer". The signature is fluid and cursive, with the first name "Shane" and last name "Shafer" clearly distinguishable.

Shane Shafer, R.P.L.S.

Exhibit "B"

◇ *Diamond Surveying, Inc.*
SHANE SHAFER, R.P.L.S., PRESIDENT
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100
T.B.P.E.L.S. Firm No. 10006900

STANDARD RATE SCHEDULE

Effective January 1, 2020, the following rates apply to work performed on a hourly-charge basis.

DIRECT LABOR

OFFICE PERSONNEL SERVICES

<u>Classification</u>	<u>Rates</u>
Registered Professional Land Surveyor.....	\$160.00 per hour
Project Manager.....	\$140.00 per hour
Project Surveyor.....	\$110.00 per hour
Senior CADD Technician.....	\$125.00 per hour

FIELD PARTY SERVICES

<u>Classification</u>	<u>Rates</u>
1-Man Field Party.....	\$120.00 per hour
2-Man Field Party.....	\$160.00 per hour
3-Man Field Party.....	\$190.00 per hour

Notes:

Field Party rates include conventional equipment, supplies and survey vehicles. Excessive use of stakes, lathes, etc., will be charged at cost.

A minimum of two (2) hours field party time charge will be made for show-up time and return to office, resulting from inclement weather conditions, etc.

Field Party stand-by time will be charged at the above-shown appropriate rates.