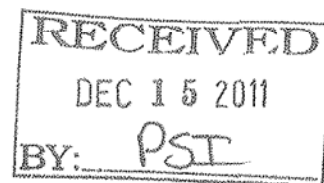


Contract No. Inland Geodetics On-Call Surveyor

**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 Surveyor
    - Exhibit C – Work Schedule
    - Exhibit D – Fee Schedule
  - ☒ Production Schedule – Exhibit IV
  - ☒ Hourly Rates of Surveyor – Exhibit II
  - ☒ Work Authorization - Attachment A to Exhibit I
    - Supplemental Work Authorization for Additional Work (if applicable)
  - ☒ Data to be provided to Surveyor by County
    - Plans
    - Maps
    - Studies
    - Reports
    - Field Notes
    - Statistics
    - Computations
    - Other: \_\_\_\_\_
  - ☒ Contractors Qualification Statement – Appendix B
  - ☒ Insurance
    - Worker's Compensation
    - Commercial General Liability Insurance
    - Automobile Liability Insurance
    - Professional Liability Errors and Omissions Insurance
    - Self Insurance Documentation
    - Insurance Certificates for Subcontractors and/or Sub-consultants
    - Approval of Insurance by County
- pr-qualified - B.F.Q*

**Course of Work**

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

**Notices (as applicable)**

*October 2009*

**Contract No.** \_\_\_\_\_

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

**Documentation for Payment**

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

*October 2009*

Contract No. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

**TABLE OF CONTENTS**

<b><u>SECTION:</u></b>	<b><u>TITLE:</u></b>	<b><u>PAGE</u></b>
<b>I.</b>	<i>Employment of the Surveyor</i>	1
<b>II.</b>	<i>Basic Services of the Surveyor</i>	1
<b>III.</b>	<i>Fee Schedule</i>	3
<b>IV.</b>	<i>Period of Service</i>	3
<b>V.</b>	<i>Coordination with the County</i>	4
<b>VI.</b>	<i>Review of Work Product</i>	5
<b>VII.</b>	<i>Revision to Work Product</i>	6
<b>VIII.</b>	<i>Surveyor's Responsibility and Liability</i>	6
<b>IX.</b>	<i>Ownership of Documents</i>	8
<b>X.</b>	<i>Maintenance of and Right of Access to Records</i>	8
<b>XI.</b>	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue and Governing Law	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Surveyor	9
E.	Notice	10
F.	Insurance Requirements	11
G.	Property Taxes	11
H.	Successors and Assigns	11
I.	Bidding Exemption	11
J.	Taxpayer Identification	11
K.	Compliance with Laws	11
L.	Reports of Accidents	11
M.	Definition of Surveyor	12
N.	Gender, Number and Headings	12
O.	Incorporation of Exhibits & Attachments	12
P.	Entity Status	12
Q.	Construction	12
R.	Independent Contractor Relationship	12
S.	No Waiver of Immunities	12
T.	Interest and Late Payments	12
U.	Texas Public Information Act	13
V.	Acknowledgement	13
W.	Governing Terms and conditions	13
X.	Entire Agreement	13
	<b>Signature Page</b>	<b>14</b>

*October 2009*

Contract No. \_\_\_\_\_

TABLE OF CONTENTS (cont'd)

<b>EXHIBIT I</b>	<i>Compensation for Professional Services</i>	15
	<i>Attachment A – Work Authorization</i>	17
<b>EXHIBIT II</b>	<i>Hourly Rates</i>	19
<b>EXHIBIT III</b>	<i>Compensation for Additional Professional Services</i>	20
<b>EXHIBIT IV</b>	<i>Production Schedule</i>	21
<b>EXHIBIT V</b>	<i>Procedures for Termination or Suspension</i>	22
<b>EXHIBIT VI</b>	<i>Equal Opportunity in Employment</i>	24
<b>EXHIBIT VII</b>	<i>Insurance Requirements</i>	26
<b>APPENDIX A</b>	<i>Scope of Services</i>	27
<b>APPENDIX B</b>	<i>Surveyor's Qualification Statement</i>	28

October 2019



**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 Inland Geodetics L.P. (*the "Surveyor"*).

WHEREAS, *County* desires to obtain professional services for "On Call" Professional Land Surveying Services;

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

**Section I**  
**Employment of the Surveyor**

*County* agrees to employ *Surveyor* and *Surveyor* agrees to perform professional surveying 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 Surveyor**

- A. In consideration of the compensation herein provided, *Surveyor* shall perform professional surveying services for the *Project*, which are acceptable to the *County Judge*, based on standard surveying practices and the scope of work described on the Exhibits attached to this Agreement. *Surveyor* shall also serve as *County's* professional surveyor in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Surveyor's* services.
- B. *Surveyor* shall not commence work until *Surveyor* 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.

October 2009

- C. **County** shall provide **Surveyor** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities for a particular project *via issuance of Work Authorizations*, at no cost to **Surveyor**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Surveyor**.
- D. **Surveyor** 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 services to be performed pursuant to *Work Authorizations*, 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. Williamson County Design Criteria & Project Development Manual, latest edition
  3. As part of the Scope of Services, **Surveyor** shall submit its work products to **County** for review at regular intervals.
  4. 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 **Surveyor** of the work described in the Scope of Services, **County** shall pay and **Surveyor** 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 **Surveyor** 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 **Surveyor** 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 **Surveyor's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Surveyor**.

### **Section IV**

#### **Period of Service**

- A. **Surveyor** shall perform the professional services as generally described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof. Specific services for each Work Authorization shall be referred to

October 2009

from Appendix A.

- 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. *Surveyor* shall complete all survey work as described in the Scope of Services within 30 calendar days from receipt by *Surveyor* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services and/or as set out in a Work Authorization issued by County.
- C. Neither *Surveyor* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Surveyor's* or *County's* reasonable control. Upon the discovery of such an event, *Surveyor* 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 *Surveyor* of written Notice of Reinstatement from *County*. *Surveyor*, 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 *Surveyor's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Surveyor* 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 surveying 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 *Surveyor* to perform by delivering a written Notice of Termination which shall take effect on the tenth day following *Surveyor'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. *Surveyor* 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 *Surveyor* to perform, *County* may prosecute the work to completion by contract or otherwise and, in such a case, *Surveyor* shall be liable for any additional costs incurred by *County*.
- F. *Surveyor* 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

October 2019

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, *Surveyor* agrees that ~~one-hundred and No/100 Dollars (\$100.00)~~ per day shall be retained by *County* from any amounts due *Surveyor* for every day that *Surveyor* 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 surveying 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 a survey 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 survey 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

## 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 *Surveyor's* services. The *County Judge* may designate representatives to transmit instructions and receive information.
- B. *Surveyor* 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. *Surveyor* 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 *Surveyor* 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. *Surveyor* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Surveyor's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Surveyor* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Judge*.

## Section VI Review of Work Product

- A. *Surveyor's* work product will be reviewed by *County* under its applicable technical

October 2009

requirements and procedures.

- B. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data prepared by *Surveyor* and supporting documents (collectively referred to herein above and hereinafter as the "work product(s)"), shall be submitted by *Surveyor* on or before the dates specified in the Production Schedule set forth in Exhibit IV or as revised via negotiated Supplemental Work Authorization. Upon receipt of the work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (being tasks as defined by the scope of services described herein) have been included in the work products in compliance with the requirements of this Agreement. The completeness of any work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Surveyor* 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 *Surveyor* and *County's* technical review process will begin.
- D. If the submission is incomplete, *County* shall notify *Surveyor*, 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 *Surveyor*, 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, *Surveyor* 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 work products, *Surveyor* shall without additional compensation perform any work required as a result of *Surveyor's* development of the products which is found to be in error or omission due to *Surveyor's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Surveyor's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Surveyor*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

October 2009

## Section VII Revision to Work Product

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

## Section VIII Surveyor's Responsibility and Liability

- A. *Surveyor* 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, *Surveyor* shall inform *County* of such event within five (5) working days.
- B. *Surveyor* 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 surveying work products by *County* shall not release *Surveyor* of any responsibility or liability for the accuracy and competency of his surveying work products, 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 *Surveyor*.
- D. **SURVEYOR 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 SURVEYOR OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, SURVEYOR SHALL NOT BE RESPONSIBLE FOR THE**

October 2009

**NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.**

- E. *Surveyor* shall perform all services and responsibilities required of *Surveyor* under this Agreement using at least that standard of care which a reasonably prudent surveyor in Texas, who is licensed by the Texas Board of Professional Land Surveying, would use in similar circumstances.
- F. *Surveyor* 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 *Surveyor* 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 *Surveyor* and professional personnel.
- G. All employees of *Surveyor* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Surveyor*, 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*.
- H. *Surveyor* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- I. *Surveyor* shall place his Texas Professional Surveyor's seal of endorsement on all surveying work product and surveying data furnished to *County*, as required by law.
- J. *Surveyor* is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of *Surveyor* shall be classified as an employee of *County*.

**Section IX  
Ownership of Documents**

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Surveyor* 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 *Surveyor* retaining a copy.
- B. Any reuse by *Surveyor* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Surveyor's* sole risk and without liability or legal exposure to *County*. Should *Surveyor* be terminated, *Surveyor* shall not be liable for *County's* use of partially completed surveying work products on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Surveyor*, as specified by professional standards.

October 2009

- C. *Surveyor* will not be responsible for any use or any modifications to the documents described in subsection A performed by any entity other than Williamson County, and *County's* respective engineers and contractors, without the specific written consent of *Surveyor*. 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. *Surveyor* 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. *Surveyor* 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 *Surveyor*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Surveyor* agrees that *County* shall have access during normal working hours to all necessary *Surveyor* 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 *Surveyor* reasonable advance notice of intended audits.
- C. *Surveyor* 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. *Surveyor* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Surveyor* 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

October 2009



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.** *Surveyor* 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 Surveyor.** *Surveyor* certifies that neither *Surveyor* nor any members of *Surveyor'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 *Surveyor*) 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 *Surveyor*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

*Surveyor* 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:

SURVEYOR: Inland Geodetics L.P.  
1504 Chisholm Trail Rd. Ste:103  
Round Rock, Tx. 78681

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

October 2009

with copy to: Hal C. Hawes  
Legal Advisor  
Office of Williamson County Judge  
710 Main Street, Suite 200  
Georgetown, Texas 78626

and to: Prime Strategies, Inc.  
1508 South Lamar Blvd.  
Austin, Texas 78704  
Attn: Michael Weaver


and to: HNTB  
14 Galloping Road  
Round Rock, Texas 78681  
Attn: James Klotz, P.E.

and to: Williamson County Director of Infrastructure  
3151 S.E. Inner Loop, Suite B  
Georgetown, Texas 78626  
Attn: Robert B. Daigh, P.E.

- F. **Insurance Requirements.** *Surveyor* 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 *Surveyor* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Surveyor* 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 *Surveyor* 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 *Surveyor* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Surveyor* 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.** *Surveyor* shall provide to *County Judge* upon submittal of *Surveyor's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the

October 2009

Internal Revenue Code, its rules and regulations.

- K. **Compliance with Laws.** *Surveyor* 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 *Surveyor* 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 *Surveyor* 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 *Surveyor*), whether or not it results from or involves any action or failure to act by the *Surveyor* or any employee or agent of the *Surveyor* and which arises in any manner from the performance of this Agreement, the *Surveyor* 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 *Surveyor* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the *Surveyor*, 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 *Surveyor*'s performance of work under this Agreement.
- M. **Definition of Surveyor.** The term "Surveyor" as used herein is defined as including Registered Professional Land Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Land Surveyor shall relate to those standards promulgated by the Texas Board of Professional Land Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that *Surveyor* is a Limited Partnership, 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.

October 2009

- 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 (31<sup>st</sup>) 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.

October 2009

- V. **Acknowledgement.** As a duly authorized representative of **Surveyor**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Surveyor** 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 **Surveyor** 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 **Surveyor**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

THE SURVEYOR:

INLAND GEODETICS L.P., acting by and through its General Partner, Brenda Sies

BY: Brenda Sies

Printed Name: Brenda Sies

Title: President

WILLIAMSON COUNTY:

BY: [Signature]  
12-22-2015  
 Williamson County Judge

OK  
 [Handwritten mark]

October 2009

**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 \$300,000.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Surveyor* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Surveyor's* invoice cost.

**SECTION 2 - NOT-TO-BE-EXCEEDED FEE**

- 2.1 *Surveyor* 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 *Surveyor* 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 *Surveyor* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Surveyor*. 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 *Surveyor'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 *Surveyor* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Surveyor* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Surveyor* from costs or liabilities resulting from delays in completion of

*October 2009*

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 *Surveyor* 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 *Surveyor* 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, *Surveyor* shall not be compensated for work made necessary by *Surveyor's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$300,000.00 provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

#### **SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION**

- 5.1 Upon submittal of the initial invoice for service, *Surveyor* shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Surveyor*.
- 5.5 Payments for Direct and Reimbursable Expenses will be made in compliance with the approved 2011-2012 Budget Order, as amended. The Budget Order can be viewed on the Williamson County web site at [www.wilco.org](http://www.wilco.org).

October 2009

ATTACHMENT A

WORK AUTHORIZATION NO. TEMPLATE

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 Inland Geodetics L.P. (*the "Surveyor"*).

**Part 1.** The *Surveyor* will provide the following Surveying services:

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is \_\_\_\_\_.

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

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

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

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

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SURVEYOR:  
Inland Geodetics, L.P., acting  
by and through its General Partner,  
Brenda Sies

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

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

\_\_\_\_\_  
Title

COUNTY:  
Williamson County, Texas

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

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

County Judge  
Title



LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Surveyor

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

**EXHIBIT II**  
**HOURLY RATES**

**Field Crew Services**

Two (2) Person Field Crew	\$125.00 per hour
Three (3) Person Field Crew	\$150.00 per hour
Four (4) Person Field Crew	\$171.00 per hour
Additional Crewmember	\$ 28.00 per hour
GPS Field Operator & Vehicle & GPS Receiver	\$105.00 per hour
GPS Receiver (unmanned)	\$ 15.00 per hour
All Terrain Vehicle	\$ 55.00 per day
Additional Vehicle	\$ 60.00 per day

Crew Rates include one four wheel drive vehicle. There is no mileage charge for fully equipped field vehicles when the job site is within 50 miles of the office from which the survey crew originates. Field crew stand by time will be charged at stated rates. Field party rates include conventional equipment, supplies and survey vehicles. Abnormal use of stakes, lathes, etc., used such as during the construction phase of a project will be charged as indicated. 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.

**Office Personnel Services**

Office personnel are available at fixed hourly rates.

Project Manager	\$125.00 per hour
Licensed State Land Surveyor	\$125.00 per hour
Registered Professional Land Surveyor	\$114.00 per hour
GPS Technician	\$ 85.00 per hour
Survey Technician	\$ 85.00 per hour
Clerical Support	\$ 46.00 per hour

OK  
12/15/2011  
mm

**EXHIBIT III**

**COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES**

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Surveyor* 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 *Surveyor* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
4. In the event of any dispute over the classification of *Surveyor's* services as either basic or additional services, the decision of the *County Judge* shall be final and binding.

October 2009

**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. *Surveyor* shall complete all survey work as described in the Scope of Services within the Production Schedule set out in Appendix A and/or as set out in a Work Schedule provided in a particular Work Authorization for Fee Services or Work-Ordered Based 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 *Surveyor* shall not be included within the days allowed for completion.

*October 2019*

**EXHIBIT V**

**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Surveyor* 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, *Surveyor* 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, *Surveyor* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Surveyor* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Surveyor* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Surveyor* of any and all rights or claims to collect the fee that *Surveyor* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Surveyor* 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, *Surveyor* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Surveyor* unless requested by *County*.
2. During the period of suspension, *Surveyor* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

October 2009

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

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

October 2019

**EXHIBIT VI****EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. *Surveyor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *Surveyor* 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. *Surveyor* 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. *Surveyor* will, in all solicitations or advertisements for employees placed by or on behalf of *Surveyor*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. *Surveyor* 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 *Surveyor's* obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. *Surveyor* 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*, *Surveyor* 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. *Surveyor* 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 *Surveyor'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 *Surveyor* 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.

October 2009

- G. **Surveyor** 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. **Surveyor** 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 **Surveyor** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Surveyor** may request **County** and United States to enter into such litigation to protect the interest of the United States.

October 2009



**EXHIBIT VII**

**INSURANCE REQUIREMENTS**

During the life of this Agreement, **Surveyor** 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 per occurrence and \$2,000,000 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 per occurrence and \$2,000,000 in the aggregate. **Surveyor** 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.
- E. In the event **Surveyor** is self-insured in connection with any or all of the above-required insurance policies, **Surveyor** 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.

**Surveyor** 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**. **Surveyor** 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 **Surveyor** 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. **Surveyor** shall furnish **County** with a certification of coverage issued by the insurer. **Surveyor** 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 **Surveyor**, 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.

*October 2009*

**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 SURVEYOR SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE SURVEYING 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.

**APPENDIX B**

**SURVEYOR'S QUALIFICATIONS STATEMENT**

*October 2009*

## APPENDIX A SCOPE OF SERVICES

### II. SURVEYING SERVICES TO BE PROVIDED

#### **A. Right-of-Way Mapping (To include R.O.W. Retracement Mapping, FC 150) - Categories 15.1. 1, 15.1.2, 15.1.3, 15.1.4, Function Code 130**

##### 1. PURPOSE

The purpose of right-of-way mapping is to prepare documents suitable for the acquisition of real property interests and the probable issuance of a title policy.

The purpose of right-of-way Retracement mapping is to recover, resolve, and re-establish existing R.O.W. lines, and identify encroachments.

##### 2. DEFINITIONS

For purposes of this Contract, the following definitions shall apply.

- 2.1. Abstract Map - a drawing to scale depicting proposed right-of-way lines, existing right-of-way lines, easement lines, and private property lines with relevant grantee names, recording data, and recording dates.
- 2.2. Area Calculation Sheet - A computer generated print-out of the area and the perimeter bearings, distances, curve data, and coordinates of an individual parcel of land to be acquired
- 2.3. Access Denial Line - A line which indicates specific locations where access to the roadway is denied
- 2.4. Property Description - A written metes and bounds description delineating the area and boundary and describing the location of an individual parcel of land unique to all other parcels of land
- 2.5. Owner - The most current title holder of record as determined by a study of the Real Property Records
- 2.6. Parcel Plat - an 8 ½ inch by 11 inch drawing to scale depicting all the information shown on the right-of-way map regarding an individual parcel of land to be acquired

- 2.7. Parent Tract – A unit or contiguous units of land under one ownership, comprising a single marketable tract of land consistent with the principle of highest and best use.  
A parent tract may be described by a single instrument or several instruments. A single parent tract cannot be severed by a public right-of-way, easement, or separate ownership which destroys unit of use.
- 2.8. Parent Tract Inset – A small line drawing, to an appropriate scale, of the parent tract perimeter placed upon the right of way map in the proximity of the respective parcel.  
Parent tract insets are used in cases where the parent tract cannot be shown to the same scale as the right-of-way map. Since parent tract insets are used to identify the limits and location of parent tracts, they should include public right-of-ways, utility easements and fee strips, and identifiable water courses which bound the parent tract.
- 2.9. Point of Beginning (P.O.B.) - A corner of the parcel of land to be acquired, located on the proposed right-of-way line and being the beginning terminus of the first course of the property description
- 2.10. Point of Commencing (P.O.C.) - A monumented property corner or set witness monument which can be identified in the Real Property Records and is located outside the proposed right-of-way corridor. For title purposes the point of commencing should be a monumented back corner of the parent tract. In the event a monumented back corner of the parent tract cannot be recovered, the nearest identifiable, monumented property corner located outside the proposed right-of-way corridor may be used or a monument set for witness thereof.
- 2.11. Preliminary Right-of-Way Layout - A drawing to scale depicting proposed right of-way lines, existing right-of-way lines, proposed pavement, control of access lines, the proposed centerline alignment, private property lines, easement lines, visible improvements, visible utilities, the station and offset from the centerline alignment to each PC, PT, and angle point in the proposed right-of-way lines and to each PC, PT, and angle point in the existing right-of-way lines in areas of no proposed acquisition
- 2.12. Right-of-Way Plan Map - A series of 22 inch by 34 inch drawings to scale depicting the results of relevant elements of records research, field work, analyzation, computation, and map making required to determine title, delineate areas and boundaries, locate and describe utilities and improvements to the extent necessary to appraise the value and negotiate the acquisition of individual parcels of private land for a proposed right-of-way project

### 3. PROCEDURE

#### 3.1. Abstracting

An abstract map shall be prepared sufficient to determine the following:

- a. Any and all interests of public record held in land to be acquired as provided by title commitment.
- b. The total record holdings of an owner contiguous to land to be acquired from that owner
- c. Any and all interests in land to be acquired held in common (shopping mall parking lots, subdivision reserves, etc.)
- d. Any and all improvements proposed by other agencies which may have a bearing on project development
- e. All called monuments, bearings and distances as per recorded information.

#### 3.2. Right of Way Plan Map

A right-of-way map shall be prepared for each proposed right-of-way project. A right-of-way map shall include a title sheet, an index sheet, a survey control index sheet, a horizontal and vertical control data sheet, and sufficient plan sheets to cover the proposed project. The County has developed standard title sheets, index sheets and plan sheets, copies of which the Surveyor shall request and secure for all purposes of this Work Authorization. Plan sheets shall include, but need not be limited to, the following items of information.

By mutual agreement between the Texas Board of Professional Land Surveying and the Texas Department of Transportation, right-of-way maps need not be signed and sealed by a Registered Professional Land Surveyor.

- 3.2.1 Proposed right-of-way lines shall be delineated with appropriate bearings, distances and curve data. Curve data shall include the radius, delta angle, arc length and long chord bearing and distance.
- 3.2.2 Existing right-of-way lines shall be delineated with appropriate bearings, distances and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length and long chord bearing and distance.
- 3.2.3. The proposed centerline alignment shall be delineated with appropriate bearings, distances and curve data. Curve data shall include the station of the curve PI, radius, delta angle, arc length, tangent length, long chord bearing and distance, and the X and Y

coordinates of the curve PI. All centerline alignment PCs, PTs and even 500 foot stations shall be labeled as to station.

- 3.2.4 Proposed paving lines combined with relevant existing paving lines shall be shown to the extent necessary to compile a complete picture of proposed traffic movements. Proposed paving on the final mylars submitted to the County shall be shaded with colored pencil or highlighted by some other means acceptable to the County.
- 3.2.5. Control of access lines shall be shown sufficiently to indicate areas where access is to be denied and where access is to be permitted.
- 3.2.6. Private property lines shall be delineated with appropriate bearings, distances and curve data to the extent necessary to describe the individual parcels of land to be acquired. Curve data shall include the radius, delta angle, arc length and long chord bearing and distance.
- 3.2.7. Ostensible original survey lines shall be shown and identified by name and abstract number.
- 3.2.8. Ostensible County boundaries lines and city limit lines shall be located and identified by name.
- 3.2.9. A north arrow shall be shown on each sheet and, if possible, in the upper right hand corner.
- 3.2.10. Monumentation set or found shall be shown and described as to material and size.
- 3.2.11. A station and offset shall be shown for each PC, PT and angle point in the proposed right-of-way lines. Stations and offsets shall be with respect to the proposed alignment.
- 3.2.12. Adjoining public right-of-ways shall be shown and identified by name, right-of-way width, and recording data.
- 3.2.13. Railroads shall be shown and identified by name, right-of-way width, and recording data.
- 3.2.14. Utility corridors shall be identified as to easement or fee per title commitment.
- 3.2.15. Easements and fee strips shall be shown and identified by width, owner and recording data.

- 3.2.16. Building lines or set-back lines shall be shown and identified.
- 3.2.17. Visible improvements located within the proposed right-of-way corridor or within 25 feet of a proposed right-of-way line shall be shown and completely identified.
- 3.2.18. Structures shall be identified to type (brick, wood frame, etc.).
- 3.2.19. Structures which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to completely delineate the severed parts.
- 3.2.20. Parking areas, billboards and other on-premise signs which are severed by a proposed right-of-way line shall be dimensioned to the extent necessary to delineate that portion of the parking area, billboard or sign which is located within the proposed right-of-way corridor.
- 3.2.21. In cases where structures are located outside the proposed right-of-way corridor and within 25 feet of a proposed right-of-way line, the shortest distance between the structure and the proposed right-of-way line shall be shown.
- 3.2.22. If the structure is an element of the planimetric furnished to the Surveyor by the County, the Surveyor may snap to the structure to determine this shortest distance. However, if this distance is less than 3 feet, it shall be field verified.
- 3.2.23. Visible utilities located within the proposed right-of-way corridor or within 25 feet of a proposed right-of-way line shall be shown and completely identified.
- 3.2.24. The provided location of underground fuel storage tanks situated within the proposed right-of-way corridor or within 25 feet of a proposed right-of-way line shall be determined and shown. The visible location of vent and filler caps in conjunction with available design and as-built drawings may be used to determine a most probable location in the event an actual location is indeterminable.
- 3.2.25. Points of commencing and points of beginning shall be shown and labeled. Points of beginning shall be shown with their respective X and Y surface coordinates. As an exception, a point of commencing will not be required in the case of a total taking without remainder.



3.2.26. Each parcel of land to be acquired shall be identified by a parcel number which shall appear in the ownership tabulation and on the right-of-way map in the proximity of the respective parcel. If the Surveyor is unfamiliar with the criteria used by the County to assign parcel numbers, he shall seek the assistance of the County at the time the abstract map is complete.

3.2.27. An ownership tabulation shall be shown which shall include the parcel number, existing area of the parent tract, lot(s) and block(s) constituting the parent tract when applicable, owner's name, type of conveyance, film code, county clerks file number, taking area, and remaining area of the parent tract located left and/or right of the centerline alignment. Types of conveyance, film codes and file numbers refer to conveyances into the County and will be added to the right-of-way map by the County at a later date. Several blank lines shall be provided for in the tabulation block to facilitate future map additions.

3.2.28. A parent tract inset shall be shown for each parent tract which cannot be shown to scale on the right-of-way map. The use of broken scale lines should be avoided. When parent tract insets are used, the point of commencing with the appropriate bearing and distance to the point of beginning may be shown on the parent tract inset.

3.2.29. A note shall be included on the title sheet, and each map sheet stating the source of bearings, coordinates and datum used.

3.2.30. Appropriate notes shall be included on the title sheet and each map sheet stating the following.

- a. Month(s) and year abstracting was performed upon which the map is based
- b. Month(s) and year field surveys were conducted upon which the map is based
- c. Month and year map was completed by the Surveyor
- d. The right-of-way account number, if available

3.2.31. The right-of-way account number, if available, shall be shown on each right-of way map sheet.

### 3.3. Property Description

A property description shall be prepared for each parcel of land to be acquired. The County has developed standard formats for property descriptions, copies of which the Surveyor shall request and secure for all

purposes of this Work Authorization. Property descriptions shall include, but need not be limited to, the following items of information.

All property descriptions shall be signed and sealed by a Registered Professional Land Surveyor.

The property description shall begin with a general description which shall include as a minimum:

- 3.3.1. County, County, and Survey within which the proposed parcel of land to be acquired is located
- 3.3.2. A reference to unrecorded and recorded subdivisions by name, lot, block, and recording data to the extent applicable
- 3.3.3. A reference by name to the grantor and grantee, date and recording data of the most current instrument(s) of conveyance describing the parent tract

It is the preference of the County to use execution dates in deed references as opposed to recording or filing dates. In any case, the property description shall make clear which date is being used.

The property description shall continue with a metes and bounds description which shall include as a minimum:

- 3.3.4. A point of commencing
- 3.3.5. A point of beginning with the appropriate X and Y surface coordinates
- 3.3.6. A series of courses, identified by number and proceeding in a clockwise direction, describing the perimeter of the parcel of land to be acquired, and delineated with appropriate bearings, distances and curve data

Curve data shall include the radius, delta angle, arc length, and long chord bearing and distance.

Each course shall be identified either as a proposed right-of-way line, an existing right-of-way line, or a property line of the parent tract. Each property line of the parent tract shall be described with an appropriate adjoiner call.

- 3.3.7. A description of all monumentation set or found to include, as a minimum, size and material
- 3.3.8. A reference to the source of bearings, coordinates, and datum used

#### 3.4. Parcel Plat

A parcel plat shall be prepared for each parcel of land to be acquired. The County has developed standard formats for parcel plats, copies of which the Surveyor shall request and secure for all purposes of this Work Authorization. Parcel plats shall include each and every item of information shown on the right-of-way map which concerns the individual parcel.

All parcel plats shall be signed and sealed by a Registered Professional Land Surveyor.

#### 4. ADHERENCE TO STANDARDS

For purposes of clarity, consistency, and ease of understanding, the County, as an acquiring agency of private property for public use, has adopted standards and formats for right-of-way mapping which have proven to facilitate the processes of negotiation, appraisal, relocation assistance, and condemnation. It shall be the responsibility of the Surveyor to adhere to these standards and formats to every extent possible to ensure that the needs of the County are met.

#### 5. GENERAL SPECIFICATIONS

For purposes of this Work Authorization the following general specifications for right-of-way mapping shall apply.

- 5.1. Completed right-of-way maps shall be submitted to the County on single or double matte mylar, 22 inches by 34 inches in size with a 21 inch by 32 inch printed border positioned  $\frac{1}{2}$  inch from the top, bottom, and right edge of the sheet.
- 5.2. Parcel plats shall be submitted to the County on paper, 8 $\frac{1}{2}$  inch by 11 inch in size with respective borders of 7 $\frac{1}{2}$  inches by 10 inches, positioned  $\frac{1}{2}$  inch from the top, bottom, and right edge of the sheet. Match lines shall be used where more than one sheet is required
- 5.3. Right-of-way maps shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale other than 1 inch = 50 feet may be used on some proposed right-of-way projects upon prior approval by the County.
- 5.4. Since right-of-way maps are reduced in size by one-half for archiving purposes, the smallest size lettering acceptable on a right-of-way map shall be 1/10 of one inch (Leroy #100). A right-of-way map which

contains any lettering smaller than 1/10 of one inch will not be accepted by the County.

- 5.5. Parcel plats shall be drawn to a scale of 1 inch = 50 feet. An appropriate scale may be used on some proposed right-of-way projects upon prior approval by the County. In the case of a very large parcel which would be difficult to show with clarity on a single 8 1/2 inch by 11 inch sheet, the Surveyor shall use multiple 8 1/2 inch by 11 inch sheets with matching lines.
- 5.6. The smallest size lettering acceptable on a parcel sketch shall be 1/10 of one inch (Leroy #100).
- 5.7. Property descriptions shall be submitted on an 8½ inch by 11 inch bond paper.

## 6. GENERAL REQUIREMENTS

For purposes of this Work Authorization the following general requirements shall apply.

- 6.1. Copies of instruments of record submitted to the County shall be indexed by parcel number.
- 6.2. Coordinates appearing on right-of-way maps and in property descriptions shall be surface coordinates based on the Texas County Plane Coordinate System.
- 6.3. Line and curve tables may be used when necessary.
- 6.4. The number of centerline alignment stations to be shown on a single plan sheet shall be restricted to the extent necessary to allow approximately 4 inches between match lines and sheet borders for future details and notes.
- 6.5. A minimum 4 inch by 4 inch space shall be reserved at the bottom right hand corner of each map sheet for future revision notes.

7. SERVICES TO BE PROVIDED

Survey – Category 15.1.1

Field locate property corners, existing right-of-way markers, improvements, utilities;  
verify and update planimetric file, if provided, and as directed by the County.

Parcel Plats – Category 15.1.2

Prepare parcel plats and area calculation sheets, describing each parcel of land to be acquired.

Legal Descriptions – Category 15.1.3

Prepare property description and area calculation sheets of each parcel of land to be acquired.

Right-of-Way Maps – Category 15.1.4

In preparing right-of-way maps, the following is an outline of the work to be performed:

- a. Prepare a Right-of-Way Map of the current record title holders and property descriptions showing the proposed schematic and existing right-of-way for the project limits under cover of Title Sheet, Index Sheet, Control Data Sheets and area calculation sheets for each parcel.
- b. Establish appropriate monuments on the proposed right-of-way lines at intersecting property lines, and at all PCs, PTs, angle points, intersecting right-of-way lines of side streets, and at 1,500 foot stations.
- c. Establish appropriate monuments on the existing right-of-way lines in areas of no acquisition at all PCs, PTs, angle points and 1,500 foot stations, and as directed by the County.

8. AUTOMATION REQUIREMENTS

In addition to standard hard copy plots and Mylar copies, the following will be required:

- (1) Right-of-way maps and parcel plats shall be prepared using *MicroStation* or Autocad software graphics system capable of producing graphics files that can be plotted and viewed without further modification or conversion using the County's Autocad or *MicroStation V8* graphics system (*MicroStation V8* when implemented in the County).

- (2) For purposes of clarity, consistency and ease of utilization the County has developed standard level menus, font tables, pen tables, color tables and legends which are available in hard copy and/or graphic file form. The Surveyor shall request and secure standards relevant to

right-of-way mapping to the extent necessary to ensure that the needs of the County are met.

- (3) Graphics files furnished to the County by the Surveyor shall be submitted on a compact disk (CD) in a format compatible with the County's computer system. The Surveyor shall confer with the County regarding acceptable media and formats before making submissions.
- (4) Property descriptions shall be prepared using a computer word processing system capable of producing data files readable using Microsoft Word version 2002 word processing software.
- (5) Data files furnished to the County by the Surveyor shall be submitted in ASCII format on a CD.
- (7) Electronic copy of all instruments of records acquired pursuant to a work authorization.

**B. Design Surveys and Construction Surveys - Category 15.2.1, Function Code 150**

1. PURPOSE

The purpose of a design survey is to provide field information in support of transportation systems design.

The purpose of a construction survey is to provide ground control in support of construction.

2. DEFINITIONS

A design survey is defined as the combined performance of research, field work, analysis, computation and documentation necessary to provide detailed topographic (3-dimensional) mapping of a project site. A design survey may include, but need not be limited to, cross-sections, horizontal and vertical location of utilities and improvements, detailing of bridges and other structures, review of right-of-way maps, establishing control points, etc.

A construction control survey is defined as the combined performance of reconnaissance, field work, analysis, computation and documentation necessary to provide the horizontal and vertical position of specific ground points to be used by the construction contractor for determining lines and grades.

3. SERVICES TO BE PROVIDED

a. Design Surveys

In performing design surveys the following will be requested by the County but need not be limited to:

1. Obtain cross sections and digital terrain models as needed.
2. Locate existing utilities.
3. Locate topographical features and existing improvements.
4. Provide details of existing bridge structures.
5. Provide details of existing drainage features, such as culverts, manholes, etc.
6. Establish additional control points as needed.
7. Locate existing right-of-ways.
8. Review right-of-way maps as needed.
9. Locate boreholes.

b. Construction Surveys

In performing construction surveys the following will be requested by the County but need not be limited to:

1. Stake existing right of ways as required.
2. Stake existing and proposed baselines as required.
3. Stake proposed bridge structures.
4. Stake proposed drainage structures, such as manholes, culverts, etc.
5. Set grade stakes.
6. Recover and Check existing control points.
7. Set additional control points as required.

4. DELIVERABLES

The deliverables for design surveys and construction surveys may be any combination of the following.

- a. Digital Terrain Models (DTM)
- b. Maps, plans, or sketches prepared by the Surveyor showing results of field surveys.
- c. Computer print-outs or other tabulations summarizing the results of field surveys.
- d. Computer diskettes containing field survey data.
- e. Maps, plans, sketches or other documents acquired from utility companies, private corporations, or other public agencies, the contents of which are relevant to the survey.

- f. Field survey notes.
- g. An 8½-inch by 11-inch data sheet for each control point which shall include, but need not be limited to, a location sketch, physical description of point, coordinates, elevation, and datum used. A template will be provided by the County. Data sheets shall be signed and sealed by the supervising Registered Professional Land Surveyor.
- h. Horizontal and vertical control sheets and survey index sheets.
- i. A copy of all computer print-outs of horizontal and vertical conventional traverses or GPS analysis and results
- j. Survey reports

5. TECHNICAL REQUIREMENTS

- a. Design surveys and construction surveys shall be performed under the direct supervision of a registered professional land surveyor currently registered with the Texas Board of Professional Land Surveying.
- b. Horizontal and Vertical ground control established by conventional methods conducted by the Surveyor shall meet standards of accuracy as set forth in the TSPS Manual of Practice for Land Surveying in the County of Texas to the category and condition delineated in the Work Authorization. (Vertical control will be run with digital levels only.)
- c. Horizontal and/or vertical ground control used for design surveys and construction surveys based on GPS surveys conducted by the Surveyor shall meet standards of accuracy as set forth in the Federal Geodetic Control Committee publication entitled *Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques*, reprinted with corrections August 1, 1989 or as specified in the Work Authorization.
- d. Side shots or short traverse procedures used to determine horizontal and vertical locations shall meet the following criteria.



- (1) Side shots or short traverses shall begin and end on horizontal and vertical ground control as described in paragraph B.5.b.
- (2) Standards, procedures and equipment used shall be such that horizontal locations relative to the control may be reported within the following limits.
  - (a) Bridges and other roadway structures less than 0.1 of one foot.
  - (b) Utilities and improvements less than 0.2 of one foot.
  - (c) Cross-sections and profiles less than 1 foot.
  - (d) Bore holes less than 3 feet.
- (3) Standards, procedures and equipment used shall be such that vertical locations relative to the control may be reported within the following limits.
  - (a) Bridges and other roadway structures less than 0.02 of one foot.
  - (b) Utilities and improvements less than 0.03 of one foot.
  - (c) Cross-sections and profiles less than 0.1 of one foot.
  - (d) Bore holes less than 0.5 of one foot.

**C. Aerial Photography Control Surveys – Category 15.4.1, Function Code 150**

1. PURPOSE

The purpose of an aerial photography control survey is to provide ground control in support of aerial photogrammetry

2. DEFINITIONS

An aerial photography control survey is defined as the combined performance of reconnaissance, field work, analysis, computation and documentation necessary to provide the horizontal and vertical position of specific ground points to be used in setting the scale of aerial photographs

and determining the relative position of elements visible in said photographs.

3. SERVICES TO BE PROVIDED

The following is an outline of the work to be performed:

- a. Establish center panel points (control points), wing points, and offsite control points in accordance with the approved panel layout as directed by the County.
- b. Determine the coordinates of the center panel and offsite control points.
- c. Determine the elevations of the center panels, wing panels and offsite control points.
- d. Place panel material at the established points and maintain until the photographs from the flight are approved.
- e. All aerial mapping will comply with County Aerial Mapping Specifications.

3. DELIVERABLES

- a. Submit a final panel layout (generally on a USGS Quad map) showing the location of the center and wing panel points and labeled with their respective alpha-numeric designations
- b. Submit a plot and computer disc of a 22-inch by 34-inch index map showing an overall view of the project and the relationship of primary monumentation and control used in the preparation of the project.
- c. Submit a typed tabulation of all panel points with their respective alpha-numeric designations, surface coordinates and elevations
- d. Surveyor will provide Horizontal and Vertical Control sheets and Survey Index sheets for control used on the project signed and sealed by a registered professional land surveyor currently registered with the Texas Board of Professional Land Surveying.

5. TECHNICAL REQUIREMENTS

- a. Aerial photography control surveys shall be performed under the direct supervision of a registered professional land surveyor

currently registered with the Texas Board of Professional Land Surveying.

- b. The coordinate location of center panel points based on conventional traverses conducted by the Surveyor shall meet standards of accuracy as set forth below.

Reference may be made to standards of accuracy for Second Order, Class II, horizontal control traverses as described in the Federal Geodetic Control Committee publication *Standards and Specifications for Geodetic Control Networks*, reprinted February 1991.

- (1) Azimuth closure shall not exceed 4.5 seconds times the square root of the number of traverse segments.
- (2) Position closure after azimuth adjustment shall not exceed 1 in 20,000 or 0.2 of one meter times the square root of the distance in kilometers. The expression containing the square root is designed for longer lines where higher proportional accuracy is required. The formula that gives the smallest permissible closure should be used.

- c. The elevation of center panel points and wing panel points based on conventional traverses conducted by the Surveyor shall meet standards of accuracy as set forth below.

Reference may be made to standards of accuracy for Third Order vertical control traverses as described in the Federal Geodetic Control Committee publication entitled *Standards and Specifications for Geodetic Control Networks*, reprinted February 1991.

- (1) Vertical closure shall not exceed 12 millimeters times the square root of the distance (one-way) in kilometers.
- (2) A distance of 25 kilometers for double-run and 10 kilometers for single-run shall be the maximum distance acceptable between known elevations.

- d. The coordinate location and/or elevation of center panel points based on GPS Surveys conducted by the Surveyor shall meet standards of accuracy as set forth below.

Reference may be made to standards of accuracy for First Order surveys as described in the Federal Geodetic Control Committee publication entitled *Geometric Geodetic Accuracy Standards and*

*Specifications for Using GPS Relative Positioning Techniques*,  
reprinted with corrections August 1, 1989.

- (1) The accuracy standard at the 95 percent confidence level for First Order Surveys may be calculated using the formula

$$s = \sqrt{e^2 + (0.1pd)^2} \quad \text{where,}$$

s = maximum allowable error in centimeters

d = distance in kilometers between any two stations

p = the minimum geometric relative position accuracy standard  
in parts per million (10 ppm)

e = base error in centimeters (1.0 cm)

- (2) The range of distances between adjacent control points will vary from approximately 1,300 feet for center panels to 3 miles for primary project control.
- e. The elevation of wing panel points based on side shots or short traverses shall meet the following criteria.
- (1) Side shots or short traverses shall begin and end on vertical ground control as described in paragraph B.4.c or B.4.d above.
  - (2) Standards, procedures and equipment used shall be such that the vertical location relative to the control may be reported to within 0.02 of one foot.

f. Field Instrumentation

Field equipment shall meet the following minimum criteria.

- (1) Angle measuring instruments shall have a least count of one second (1") or an electronic angle measurement accuracy of two seconds (2") as specified by the manufacturer.
- (2) Electronic horizontal distance measuring instruments shall have a measurement accuracy less than [5 millimeters + (5PPM x D)] as specified by the manufacturer.
- (3) Digital Leveling instruments shall have a leveling accuracy of less than 0.8 of one millimeter standard deviation in 1.0 kilometer as specified by the manufacturer.
- (4) For Global Positioning System (GPS) Surveys, GPS receivers shall, as a minimum, be dual frequency with carrier phase and code

phase measurement capabilities, operating in accordance with standard relative positioning methodology.

g. Automation Requirements

Post processing of field data shall be reviewed by the County. Standard calculators, computers and other business hardware and software normally maintained and used by the surveyor shall be considered acceptable.

### III. RIGHT OF ENTRY

A. Right-of-Entry letters

The surveyor will need Right-of Entry from all affected landowners prior to entering their property to obtain the required survey data. The Surveyor will attempt to obtain a written Right-of Entry from each affected landowner. The County will handle problems regarding landowners that refuse to give right-of entry or are otherwise hostile with respect to the completion of this scope of services.

### IV. TRAFFIC CONTROL

The Surveyor shall control traffic in and near surveying operations adequately to comply with provisions of the latest edition of the TxDOT's *Manual on Uniform Traffic Control Devices-Part VI* which can be found on TxDOT's internet site.

In the event field crew personnel must divert traffic or close traveled lanes, a Traffic Control Plan based upon principles outlined in the latest edition of the TxDOT's *Manual on Uniform Traffic Control Devices-Part VI* shall be prepared by the Surveyor and approved by the County prior to commencement of field work. A copy of the approved plan shall be in the possession of field crew personnel on the job site at all times and shall be made available to Texas Department of Transportation personnel for inspection upon request.

**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)

**Inland Geodetics LP**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☒ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

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

**1504 Chisholm Trail Rd. Ste.103**

City, state, and ZIP code

**Round Rock Tx. 78681**

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 the "Name" line 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

    -    -    

Employer identification number

2 0 - 4 0 2 1 6 9 9

**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. citizen or other U.S. person (defined below).

**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 ▶

*Brenda Sius*

Date ▶

*12-12-11*

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form.**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.