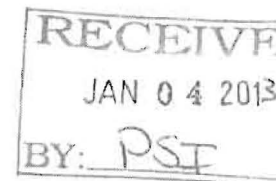


Contract No. SAM, Inc.
Surveying & SUE



PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

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

Contract No. _____

EXHIBIT I	Compensation for Professional Services
	Attachment A – Work Authorization
EXHIBIT II	Hourly Rates
EXHIBIT III	Compensation for Additional Professional Services
EXHIBIT IV	Intentionally Deleted
EXHIBIT V	Procedures for Termination or Suspension
EXHIBIT VI	Equal Opportunity in Employment
EXHIBIT VII	Insurance Requirements
APPENDIX A	Basic Scope of Services
APPENDIX B	Surveyor's Qualification Statement

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 Surveying And Mapping, Inc. (the **"Surveyor"**).

WHEREAS, **County** proposes to construct a series of county/state infrastructure projects (sometimes referred to herein as **"Project(s)"**);

WHEREAS, **County** desires to obtain professional services for "As-Needed" professional surveying, and SUE (the **"Services"**);

WHEREAS, **Surveyor** has the professional ability and expertise to fulfill the requirements of this Agreement;

NOW, THEREFORE, **County** and **Surveyor** agree to the performance of the **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 the **Services** as stated in the sections to follow. As a condition to contracting with **Surveyor**, 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 writing (**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 the **Services**, which are acceptable to the **County**, based on standard surveying practices and the scope of work described in this Agreement. **Surveyor** shall also serve as **County's** professional surveyor in those phases of a **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.

- 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 and to the particular **Project** 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**. **Surveyor** may retain copies of such information.
- 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 **Project(s)**, 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(s)**:
 - a. Williamson County Design Criteria & Project Development Manual, latest edition
 3. As part of the Basic Scope of Services, **Surveyor** shall submit its Work Products to **County** for review at regular intervals, as set out herein.
 4. A description of the Basic Scope of Services is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof. A specific description of the Services to be Provided by **Surveyor** on a particular **Project** shall be prepared and set out in each Work Authorization issued as a part of this Agreement.

Section III **Fee schedule**

- A. For and in consideration of the performance by **Surveyor** of the **Services**, **County** shall pay and **Surveyor** shall receive the fee set forth in Exhibit I. The actual fees paid shall be 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 Appendix A, the Basic 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. 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.
- B. **Surveyor** shall complete the **Services** in accordance with the Work Schedule set forth in each Work Authorization issued as a part of this Agreement.
- 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** 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 **Services**. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County**.
- D. **County** may suspend the **Services** at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the **Services** 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 a **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 in Exhibit V.
- 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, 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 (10th) 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 **Services** to completion by contract or otherwise and, in such a case, **Surveyor** shall be liable for any additional costs, relative to the necessary completion of the **Services**, incurred by **County**.
- F. **Surveyor** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion as defined in the Work Schedule of an applicable Work Authorization. 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 complete **Services** in accordance with the Work Schedule set out in an applicable Work Authorization.

- 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, or (iv) periods during any mutually agreed upon time extensions, 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, defined as "Completion" 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, excepting any time required for **County** to notify **Surveyor** of completeness as described in Section VI (B), will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V **Coordination with the County**

- A. The **County Judge** will act on behalf of **County** with respect to the **Services** 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 any **Services** 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 **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. INTENTIONALLY DELETED
- 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**.

Section VI Review of Work Product

- A. **Surveyor's** Work Product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, supporting documents and data prepared by **Surveyor** (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 Work Schedule of an applicable 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 (as defined by the Services to be Provided by Surveyor under the applicable Work Authorization) have been included in the submittal of Work Products. 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. When 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**, as described in (B) above, who shall then perform such professional services as are required to complete the **Services** 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 Services to be Provided by Surveyor, as set out in the applicable Work Authorization, and its applicable technical requirements and procedures ("Technical Review"). 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 **Services** are accepted. "Acceptance" shall mean, in the **County's** opinion, that compliance with the requirements of this Agreement, the Services to be Provided by Surveyor of the applicable Work Authorization and its applicable technical requirements and procedures have been achieved.
- G. After "Acceptance" of final Work Products, **Surveyor** shall without additional compensation perform any work required as a result of **Surveyor's** development of the Work 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 "Acceptance" of a final Work 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" or "Accepted" 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 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 "Acceptance" by the **County**, but after the "Acceptance" 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

Section VIII Surveyor's Responsibility and Liability

- A. **Surveyor** covenants to undertake no task in which a professional license or certificate is required unless **Surveyor** or someone under its 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** regarding county permitting or similar requirements properly waivable by the **County**.
- 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, DEFEND, AND HOLD 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 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 State Board of Registered Professional Surveyors, 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.
- 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 a **Project**.
- H. **Surveyor** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- I. **Surveyor** shall place its 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 **Surveyor** nor any officer, agent or employee of **Surveyor** shall be classified as an employee of **County**.
- K. **Surveyor** shall not assign or subcontract this Agreement nor any rights or obligations herein without the prior written consent of **County**, which consent shall not be unreasonably withheld or delayed. In the event this Agreement is assigned or a portion of the **Services** subcontracted by **Surveyor**, **Surveyor** shall remain responsible to **County** for the proper performance of **Surveyor's** obligations under this Agreement. The terms and conditions of **Surveyor's** lower-tier subcontracts or assignments under this Agreement shall, at a minimum, require the subcontractor or assignee to fully comply with this Agreement unless otherwise authorized in writing by **County**.

With respect to the **Services**, which shall be governed by the terms and conditions of this Agreement, **Surveyor's** lower-tier subcontractors shall agree to be bound to **County** in the same manner and to the same extent as **Surveyor** is bound to **County** under this Agreement. When different or additional terms exist between this Agreement and any subcontract, the provision which imposes the more stringent requirement on the subcontractor shall control.

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 **Services** 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 created pursuant to this Agreement, 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.
- C. **Surveyor** will not be liable 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 and **Surveyor** accepts no liability if such modifications alter or amend any documents beyond their original intended purpose.

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 any subcontractor of **Surveyor** 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 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 **Services** 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 **Services** 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 **Services** 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: Surveying And Mapping, Inc.
4801 Southwest Parkway
Parkway Two, Suite 100
Austin, TX 78735
Attn: Robert E. Butler, Jr., RPLS

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

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

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

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

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

OK
1/4/2013

- 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 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 Surveyors, as applicable to the **Services** to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **Gender, Number and Headings.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.
- O. **Incorporation of Exhibits and Attachments.** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. **Entity Status.** By my signature below, I certify that **Surveyor** is a Texas Corporation, duly authorized to transact and do business in the State of Texas. ✓
- Q. **Construction.** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. **Independent Contractor Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. **No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to **County**, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. **County** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. **Interest and Late Payments.** **County's** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by **County** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by **County** in accordance with Texas

Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of **County's** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, **County** shall notify the party requesting payment of such an invoice of the discrepancy. Following **County's** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. **County** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. **County's** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **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 _____, 2013.


THE SURVEYOR:

SURVEYING AND MAPPING, INC.

BY: 

Printed Name: Michael R. Hatcher
Title: Sr. Vice President

WILLIAMSON COUNTY:

BY: 

Printed Name: Dan A. Gattis
Title: Williamson County Judge

OK
my 1/4/2013

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of Basic 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 **Services** 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 and the actual non-labor and subcontract expenses incurred be less than such estimated cost, then **Surveyor** shall receive compensation for only those **Services** actually rendered and actual non-labor and subcontract expenses incurred.

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 **Services** to be Provided by Surveyor, 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 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 Basic 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** 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** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the **Services** performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the Services to be Provided by Surveyor under an applicable Work Authorization.
- 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.

ATTACHMENT A

WORK AUTHORIZATION NO. TEMPLATE

This Work Authorization is made pursuant to the terms and conditions of the Professional Services Agreement (the "Agreement") entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "**County**") and Surveying And Mapping, Inc. (the "**Surveyor**").

Part 1. The **County** will provide the services described in the attached Exhibit A – Services to be Provided by County. The **Surveyor** will provide the professional services described in the attached Exhibit B – Services to be Provided by Surveyor (the "**Services**").

Part 2. The maximum amount payable for the **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 payment terms and conditions of the Agreement and at the approved rates set forth Exhibit II of 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. The **Services** shall be performed and completed in accordance with the attached Exhibit C - Work Schedule.

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:
Surveying And Mapping, Inc. (SAM, Inc.)

By: _____
Signature

Printed Name

Title

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

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

SURVEY FIELD CREW SERVICES:

Two (2) Person Survey Field Crew	\$130.00 per hour
Three (3) Person Survey Field Crew	\$160.00 per hour
Additional Rodperson, Chainperson, or Flagperson	\$40.00 per hour
1 Person Crew with Receiver or Robotic Total Station	\$105.00 per hour
GPS Receiver	\$25.00 per hour
Field Coordinator	\$105.00 per hour
Laser Scanning Technician	\$85.00 per hour
Laser Scanner	\$850.00 per day
ATV or Utility Vehicle	\$75.00 per day

Field crews are equipped with a four-wheel drive vehicle. There is mileage charge for survey crew vehicles computed at the current I.R.S. mileage allowance.

SURVEY OFFICE PERSONNEL SERVICES:

Principal	\$170.00 per hour
Associate/Senior Project Manager	\$145.00 per hour
Project Manager	\$125.00 per hour
Staff Surveyor	\$110.00 per hour
GPS/HDS Coordinator	\$105.00 per hour
SIT	\$90.00 per hour
Senior Technician	\$92.00 per hour
Survey Technician	\$80.00 per hour
Clerical Support	\$50.00 per hour

OK
M 11/4/2013

All surveying services are regulated under the Texas Board of Professional Land Surveying. The Board can be contacted at 12100 Park 35 Circle, Bldg A, Suite 156 Austin, Texas 78753.

GEOSPATIAL SERVICES:

Senior Project Manager	\$155.00 per hour
Project Manager	\$140.00 per hour
Acquisition Manager / Pilot	\$120.00 per hour
Photogrammetrist / Project Lead	\$105.00 per hour
Acquisition/Calibration/Aerial Triangulation Technician	\$95.00 per hour
LiDAR/Photogrammetry Technician	\$92.50 per hour

EQUIPMENT:

Aerial LiDAR System (Equipment Only)	\$6,500.00 per day
Mobile Mapping System (Equipment Only)	\$6,000.00 per day
Mobile Mapping Equipment Stand-by Fee (Equipment Only)	\$3,000.00 per day
HDS Laser Scanner	\$850.00 per day

High Rail Equipped Vehicle	\$100.00 per day
Weather Station	\$75.00 per day
Helicopter (Bell 206L-1 Long Ranger)	\$1,600.00 per hour
Geospatial Work Station	\$ 15.00 per hour
Aerial Film Scanning	\$17.50 per frame

SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES:

Project Manager	\$162.00 per hour
Engineer	\$154.00 per hour
Surveyor	\$145.00 per hour
Graduate Engineer	\$124.00 per hour
Senior Utility Coordinator	\$152.00 per hour
Utility Coordinator	\$115.00 per hour
Engineering Technician	\$90.00 per hour
Field Coordinator	\$95.00 per hour
One (1) Designating Person	\$84.00 per hour
Two (2) Person Designating Crew	\$168.00 per hour
Two (2) Person Locating Crew with Vacuum Vehicle	\$265.00 per hour
Two (2) Person Survey Crew	\$130.00 per hour
1 Person Survey Crew with Receiver or Robotic Total Station	\$105.00 per hour

OK
11/4/201

OTHER DIRECT COST:

Ground Penetrating Radar	\$1,625.00 per day
Flashing Arrow Board, warning signs w/stands and traffic cones	\$38.00 per day
GPS Receiver	\$25.00 per hour
ATV or Utility Vehicle	\$75.00 per day
Specialized Traffic Control	At Cost
Excavation/Designating Permit Fees	At Cost
Agency As-Built Information (reproduction) Fees	At Cost
Other SUE related Activities	At Cost

SUE UTILITY DESIGNATING SERVICES UNIT PRICING:

This unit price is for a project consisting of a minimum of 20,000 LF of utilities to be designated and includes personnel and equipment for records research, designating, engineering, surveying, CADD, and limited traffic control.

Price per linear foot	\$1.34 per L.F.
-----------------------	-----------------

SUE UTILITY LOCATE (TEST HOLE) SERVICES:

These unit prices include personnel and equipment for vacuum excavation, engineering, surveying, CAD, and limited traffic control. These prices reflect that a Quality Level B (QL-B) service has been provided by SAM, Inc. and that a minimum of 5 test holes are requested.

Price per Test Hole	0 feet to 3 feet deep	\$930.00
	Over 3 feet to 6 feet deep	\$1,175.00
	Over 6 feet to 13 feet deep	\$2,080.00
	Over 13 feet to 20 feet deep	\$2,995.00
	Over 20 feet per vertical foot	\$265.00

The foregoing test hole prices reflect that the excavated material will be re-compacted within the test hole. If specialized backfill and/or specialized pavement replacement is specified for the test hole, this will be considered an additional cost and passed through to the Client at cost.

SUE MOBILIZATION/DEMOBILIZATION:

This cost is intended to be a one-time expense compensation for mobilizing/demobilizing personnel and equipment portal to portal of office site to/from the project site.

OK
m 1/4/2

Vacuum excavation truck (includes equipment and crew travel time)\$ 5.45 per mile

UNDERSTANDING OF SUE SERVICES:

1. Normal traffic control, for Quality Service Levels A and B, is considered standard placement of traffic cones, freestanding warning signage and vehicle-mounted traffic directional sign. Traffic control requiring lane closures, traffic detouring, flagpersons, police, etc, is considered special traffic control. If special traffic control is to be provided by SAM, Inc., this service will be subcontracted to an approved subcontractor and billed to the Client at cost.
2. The subsurface utility engineering service assumes that all project survey control required for performing this service is pre-existing. Establishing project survey control will be provided at a cost pre-approved by the Client.
3. The unit price per linear foot (LF) of utility designating services applies to projects that contain 20,000 LF or greater of existing underground utilities. Projects that have less than 20,000 LF will be performed on a time and materials basis with an estimated budget.
4. The unit price for locate services (test holes) apply to projects that have five (5) or more test holes. Projects with less than five (5) test holes will be provided on a time and materials basis with an estimated budget. All test holes that are required to uncover utilities that are shown on record information only, utilities that could not be designated, will be performed on a time and materials basis with an estimated budget.

Travel & Subsistence:

All travel and subsistence expenses for personnel are invoiced at actual cost. Cost of mileage on company-owned vehicles is computed at the current I.R.S. mileage allowance.

Purchased Services:

All purchased services are invoiced at actual cost. These include but are not limited to reproduction, computer time, long distance telephone, consultants, subcontract services, rented or leased equipment, expendable supplies, and project required special supplies.

CPI Adjustment

The Schedule of Rates adopted in this Contract will remain in force for the twelve (12) month period starting with the effective date of the Contract. At the end of the first twelve (12) months of the contract, and at the end of each 12 month period thereafter (the "contract anniversary"), Surveying And Mapping, Inc. may request that the hourly manpower rates and equipment rates be adjusted by the change in the Consumer Price Index (CPI) for the immediately preceding twelve month period. All rate adjustments will require a Supplemental to this Agreement approved by the Williamson County Commissioner's Court. OK
msh
11

As used herein, Consumer Price Index shall mean and refer to that table in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, now known as the "Consumer Price Index" for all Urban Consumers (Index 1982-1984 = 100). If such Index referred to above shall be discontinued, then any successor Consumer Price Index of the United States Bureau of Labor Statistics, or successor agency thereto, shall be used, and if there is no successor Consumer Price Index, the parties hereto shall mutually designate a substitute Index or formula. In no event shall the next year service fees be less than the prior year.

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

EXHIBIT IV

INTENTIONALLY DELETED

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.

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.

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.

- 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.

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 \$1.0 Million per occurrence and \$2.0 Million 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 \$1.0 Million per occurrence and \$2.0 Million 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 \$1.0 Million.
- 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 agreed to and hereby acknowledged by the **Surveyor**, that no provision of this Professional Services Agreement shall be construed to require the **County** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under

an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

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

THE 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.

Appendix A

Basic Scope of Services

The Surveyor and the County understand the Surveyor will provide a broad spectrum of services in the areas of professional surveying, Subsurface Utility Engineering ("SUE"), Geospatial Solutions, Geographic Information Systems ("GIS"), and Construction Management services.

A. SCOPE OF SURVEYOR'S SERVICES

The Surveyor will provide any of the following services for the County on an as-requested basis for various County projects:

1. Professional Surveying to include the performance of:

- A) Boundary surveys;
- B) Land title surveys;
- C) Right-of-Way mapping;
- D) Route surveys;
- E) GPS surveying services;
- F) Topographic / Tree surveys;
- G) HDS laser scanning services;
- H) Mobile LiDAR Services
- I) Channel cross-sections and profile;
- J) Hydrographic surveys;
- K) Ground control for aerial & mobile mapping;
- L) Construction staking;
- M) As-built surveys;
- N) Design surveys;
- O) Easement descriptions;
- P) Volumetric calculations;
- Q) Project / Primary control surveys; and
- R) Permitting surveys.

2. Subsurface Utility Engineering (SUE) to include:

A) Quality Level "D" – Record Data Collection

- 1) Identify all utility purveyors and agency suppliers within the area of investigation and collect and analyze record information. The sources of information researched may include, but are not limited to:
 - a) Utility section of State agencies or other public agencies;
 - b) One-call notification center;
 - c) Public Service Commission or similar organization;
 - d) County Clerk's Office;

- e) Landowner;
- f) Internet and database research;
- g) Utility Owners; and
- h) Visual Site Inspection.

B) Quality Level "C" – Visible Surface Feature Survey.

- 1) Perform all tasks identified in Section A) above, in addition to the following:
 - a) Field-identify surface features on the topographic plan and ground surface that are above-ground appurtenances of existing subsurface utilities such as power poles, pull boxes, transformer pads, water and gas meters, valve boxes, fire hydrants, and manholes.
 - b) Survey all features and tie to project monumentation.
 - c) Check previous surveys for accuracy and completeness as applied to the planned project.
 - d) Compare applicable utility records with the surveyed features.

C) Quality Level "B" – Electronic Designating.

- 1) Perform all tasks identified in A) and B) above (combined for Project efficiency). In addition, designate utilities by satisfactorily accomplishing the following:
 - a) Select the appropriate geophysical methods to prospect for utilities within the project limits.
 - b) Interpret the results.
 - c) Mark the approximate horizontal positions of utilities on the ground for subsequent survey.
 - d) Survey all markings that indicate utility presence to the accuracy specified for the project.
 - e) Correlate discrepancies and resolve differences between designated utilities, utility records, and surveyed appurtenances.
 - f) Depict all designated utilities onto plan sheets, GIS, or other appropriate documents.
 - g) Recommend additional measures to resolve uncertainties, which might include alternative surface geophysical methods, exploratory excavation, or an upgrade to Quality Level A data.
- 2) The choices of geophysical sensing technologies depend on utility density, soil conditions, and other factors. Therefore, the Consultant will utilize SUE technologies that include magnetic, sonic and acoustic devices, ground penetrating radar, and radio frequency detection equipment. Data

will be analyzed, mapped, and delivered to the City in the formats required by the City.

D) Quality Level "A" – Locating (Test Hole)

- 1) When exact vertical and horizontal utility locations are required by the City, the Consultant will use minimally intrusive Vertical Data Retrieval Vehicles ("VDRV") for "safe dig" operations to locate utilities to the precision required by the project. Quality Level A is the highest level of confidence and includes tasks described for Levels D, C, and B. To achieve this level of certainty, the Consultant will:
 - a) Excavate test holes exposing the utility to be measured so as not to harm the utility.
 - b) Determine the horizontal and vertical location of the utility; the elevation of the existing grade over the utility test hole; the outside diameters; the utility structure material composition; paving thickness and types; general soil types, and other pertinent information from each test hole site.
 - c) Comply with applicable utility damage prevention laws, permits, coordinate with inspectors, and consult with utility owners as needed.
 - d) Resolve differences between depicted Quality Level A data and other quality levels. This may include additional surface searches and re-depicting level B, C, and D data to coincide with the more accurate Level A information.
- 2) When excavation is required, the Consultant will utilize nondestructive, high-volume vacuum machines and will refill the test hole with the excavated material and re-compact with a minimum of disturbance.

- E) Electronic designating of utilities.
- F) Records research.
- G) Data management and quality control.
- H) CAD plan preparation.

3. Utility Coordination to include the performance of:

- A) Utility conceptual plan;
- B) Utility conflict resolution;
- C) Assignment verification;
- D) Utility adjustment agreements;
- E) Plans, specifications, and estimate reviews;

- F) Utility owner payment tracking;
- G) Utility tracking report;
- H) As-built submittal review; and
- I) TxDOT coordination.

4. Geospatial Solutions to include the performance of:

- A) Photogrammetric project planning;
- B) Airborne GPS controlled photography;
- C) Planametric feature collection;
- D) Digital Elevation Model (DEM);
- E) Digital Terrain Model (DTM);
- F) Contour generation;
- G) Volumetric calculations;
- H) Digital orthophotography;
- I) Lightjet image plots; and
- J) LiDAR data acquisition/processing.

5. Geographic Information Systems (GIS) to include the performance of:

- A) GIS design and implementation services;
- B) Cadastral (parcel) mapping;
- C) GPS utility mapping;
- D) Property assessment services;
- E) Data conversion;
- F) Emergency management services; and
- G) Asset inventory services.

APPENDIX B

SURVEYOR'S QUALIFICATIONS STATEMENT