



**EXHIBIT**

**"A"**

**CITY OF ROUND ROCK  
CONTRACT FOR SURVEYING SERVICES  
WITH INLAND GEODETICS, LLC  
FOR THE  
BRUSHY CREEK TRAIL SURVEY PROJECT**

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

§

THIS CONTRACT FOR SURVEYING SERVICES ("Contract") is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF ROUND ROCK, a Texas home-rule municipal corporation, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299, (hereinafter referred to as "City"), and INLAND GEODETICS, LLC, whose principal place of business is located at 1504 Chisholm Trail Road, Suite 103, Round Rock, Texas 78653, (hereinafter called "Surveyor"), and such Contract is for the purpose of contracting for professional surveying services.

**RECITALS:**

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by municipalities of services of professional Surveyors; and

WHEREAS, City and Surveyor desire to contract for such professional surveying services; and

WHEREAS, City and Surveyor wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

**CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract and any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract) and all Supplemental Contracts (as defined herein in Article 13) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

**ARTICLE 1**  
**CITY SERVICES**

City shall perform or provide services as identified in Exhibit A entitled "City Services."

**ARTICLE 2**  
**SURVEYING SERVICES**

Surveyor shall perform Surveying Services as identified in Exhibit B entitled "Surveying Services."

Surveyor shall perform the Surveying Services in accordance with Exhibit C entitled "Work Schedule." Such Work Schedule shall contain a complete schedule so that the Surveying Services under this Contract may be accomplished within the specified time and at the specified cost. The Work Schedule shall provide specific work sequences and definite review times by City and Surveyor of all Surveying Services. Should the review times or Surveying Services take longer than shown on the Work Schedule, through no fault of Surveyor, Surveyor may submit a timely written request for additional time, which shall be subject to the approval of the City Manager.

**ARTICLE 3**  
**CONTRACT TERM**

(1) **Term.** The Surveyor is expected to complete the Surveying Services described herein in accordance with the above described Work Schedule. If Surveyor does not performed the Surveying Services in accordance with the Work Schedule, then City shall have the right to terminate this Contract as set forth below in Article 20. So long as the City elects not to terminate this Contract, it shall continue from day to day until such time as the Surveying Services are completed. Any Surveying Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Surveyor shall notify City in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Surveying Services will not be completed in accordance with the Work Schedule.

(2) **Work Schedule.** Surveyor acknowledges that the Work Schedule is of critical importance, and agrees to undertake all necessary efforts to expedite the performance of Surveying Services required herein so that construction of the project will be commenced and completed as scheduled. In this regard, and subject to adjustments in the Work Schedule as provided in Article 2 herein, Surveyor shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Surveying Services required under this Contract in a professional manner.

(3) **Notice to Proceed.** After execution of this Contract, Surveyor shall not proceed with Surveying Services until authorized in writing by City to proceed as provided in Article 7.

**ARTICLE 4**  
**COMPENSATION**

City shall pay and Surveyor agrees to accept the amount shown below as full compensation for the Surveying Services performed and to be performed under this Contract.

The amount payable under this Contract, without modification of the Contract as provided herein, is the sum of One Hundred Eight Thousand Six and No/100 Dollars (\$108,006.00) as shown in Exhibit D. The lump sum amount payable shall be revised equitably only by written Supplemental Contract in the event of a change in Surveying Services as authorized by City.

Surveyor shall prepare and submit to City monthly progress reports in sufficient detail to support the progress of the Surveying Services and to support invoices requesting monthly payment. Any preferred format of City for such monthly progress reports shall be identified in Exhibit B. Satisfactory progress of Surveying Services shall be an absolute condition of payment.

The fee herein referenced may be adjusted for additional Surveying Services requested and performed only if approved by written Supplemental Contract.

## **ARTICLE 5**

### **METHOD OF PAYMENT**

Payments to Surveyor shall be made while Surveying Services are in progress. Surveyor shall prepare and submit to City, not more frequently than once per month, a progress report as referenced in Article 4 above. Such progress report shall state the percentage of completion of Surveying Services accomplished during that billing period and to date. Simultaneous with submission of such progress report, Surveyor shall prepare and submit one (1) original and one (1) copy of a certified invoice in a form acceptable to City. This submittal shall also include a progress assessment report in a form acceptable to City.

Progress payments shall be made in proportion to the percentage of completion of Surveying Services identified in Exhibit D. Progress payments shall be made by City based upon Surveying Services actually provided and performed. Upon timely receipt and approval of each statement, City shall make a good faith effort to pay the amount which is due and payable within thirty (30) days. City reserves the right to withhold payment pending verification of satisfactory Surveying Services performed. Surveyor has the responsibility to submit proof to City, adequate and sufficient in its determination, that tasks were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Surveyor of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

## **ARTICLE 6**

### **PROMPT PAYMENT POLICY**

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, any payment to be made by the City to Surveyor will be made within thirty (30) days of the date the City receives goods under this Agreement, the date the performance of the services under this Agreement are completed, or the date the City receives a correct invoice for the goods or services, whichever is later. Surveyor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which

the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b). This Prompt Payment Policy does not apply to payments made by the City in the event:

- (a) There is a bona fide dispute between the City and Surveyor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or
- (b) There is a bona fide dispute between Surveyor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- (c) The terms of a federal contract, grant, regulation, or statute prevent the City from making a timely payment with federal funds; or
- (d) The invoice is not mailed to the City in strict accordance with any instruction on the purchase order relating to the payment.

City shall document to Surveyor the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

**ARTICLE 7**  
**NOTICE TO PROCEED**

City shall issue a written authorization to proceed with Surveying Services. City shall not be responsible for actions by Surveyor or any costs incurred by Surveyor relating to additional Surveying Services not included in Exhibit B.

**ARTICLE 8**  
**PROJECT TEAM**

City's Designated Representative for purposes of this Contract is as follows:

Aileen Dryden  
Park Development Manager  
301 W. Bagdad Avenue, Suite 250  
Round Rock, TX 78664  
Telephone Number (512) 341-3375  
Fax Number (512) 218-5548  
Email Address [adryden@roundrocktexas.gov](mailto:adryden@roundrocktexas.gov)

City's Designated Representative shall be authorized to act on City's behalf with respect to this Contract. City or City's Designated Representative shall render decisions in a timely manner pertaining to documents submitted by Surveyor in order to avoid unreasonable delay in the orderly and sequential progress of Surveying Services.

Surveyor's Designated Representative for purposes of this Contract is as follows:

M. Stephen Truesdale, RPLS, LSLS  
Principal/Co-owner  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78653  
Telephone Number: (512) 238-1200  
Fax Number: (512) 238-1251  
Email Address: [Steve@Inland-geo.com](mailto:Steve@Inland-geo.com)

## **ARTICLE 9** **PROGRESS EVALUATION**

Surveyor shall, from time to time during the progress of the Surveying Services, confer with City at City's election. Surveyor shall prepare and present such information as may be pertinent and necessary, or as may be requested by City, in order for City to evaluate features of the Surveying Services. At the request of City or Surveyor, conferences shall be provided at Surveyor's office, the offices of City, or at other locations designated by City. When requested by City, such conferences shall also include evaluation of the Surveying Services.

Should City determine that the progress in Surveying Services does not satisfy the Work Schedule, then City shall review the Work Schedule with Surveyor to determine corrective action required.

Surveyor shall promptly advise City in writing of events which have or may have a significant impact upon the progress of the Surveying Services, including but not limited to the following:

- (1) Problems, delays, adverse conditions which may materially affect ability to meet objectives of the Work Schedule, or preclude the attainment of project Surveying Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated and City assistance needed to resolve the situation, if any; and
- (2) Favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

## **ARTICLE 10** **SUSPENSION**

Should City desire to suspend the Surveying Services, but not to terminate this Contract, then such suspension may be effected by City giving Surveyor thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Surveying Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from City to resume the Surveying Services. Such sixty-day notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Surveyor shall have the option of terminating this Contract.

If City suspends the Surveying Services, the contract period as determined in Article 3, and the Work Schedule, shall be extended for a time period equal to the suspension period.

City assumes no liability for Surveying Services performed or costs incurred prior to the date authorized by City for Surveyor to begin Surveying Services, and/or during periods when Surveying Services is suspended, and/or subsequent to the contract completion date.

**ARTICLE 11**  
**ADDITIONAL SURVEYING SERVICES**

If Surveyor forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the scope of this Contract and as such constitutes extra work, he/she/it shall promptly notify City in writing. In the event City finds that such work does constitute extra work and exceeds the maximum amount payable, City shall so advise Surveyor and a written Supplemental Contract will be executed between the parties as provided in Article 13. Surveyor shall not perform any proposed additional work nor incur any additional costs prior to the execution, by both parties, of a written Supplemental Contract. City shall not be responsible for actions by Surveyor nor for any costs incurred by Surveyor relating to additional work not directly associated with the performance of the Surveying Services authorized in this Contract or any amendments thereto.

**ARTICLE 12**  
**CHANGES IN SURVEYING SERVICES**

If City deems it necessary to request changes to previously satisfactorily-completed Surveying Services or parts thereof which involve changes to the original Surveying Services or character of Surveying Services hereunder, then Surveyor shall make such revisions as directed by City. Such revisions shall be considered additional Surveying Services and paid for as specified under Article 11.

Surveyor shall make revisions to Surveying Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by City. No additional compensation shall be due for such Surveying Services.

**ARTICLE 13**  
**SUPPLEMENTAL CONTRACTS**

The terms of this Contract may be modified by written Supplemental Contract if City determines that there has been a significant change in (1) the scope, complexity or character of the Surveying Services, or (2) the duration of the Surveying Services. Any such Supplemental Contract must be duly authorized by City Council Resolution or appropriate City Manager action. Surveyor shall not proceed until the appropriate action has been taken. Additional compensation, if appropriate, shall be identified as provided in Article 4.

It is understood and agreed by and between both parties that Surveyor shall make no claim for extra work done or materials furnished until the City authorizes full execution of the written Supplemental Contract and authorization to proceed. City reserves the right to withhold payment pending verification of satisfactory Surveying Services performed.

**ARTICLE 14**  
**OWNERSHIP OF DOCUMENTS**

All data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms hereof are exclusive property of City and shall be furnished to City upon request. All documents prepared by Surveyor and all documents furnished to Surveyor by City shall be delivered to City upon completion or termination of this Contract. Surveyor, at its own expense, may retain copies of such documents or any other data which it has furnished City under this Contract.

**ARTICLE 15**  
**PERSONNEL, EQUIPMENT AND MATERIAL**

Surveyor shall furnish and maintain, at its own expense, quarters for the performance of all Surveying Services, and adequate and sufficient personnel and equipment to perform the Surveying Services as required. 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 City, is incompetent or whose conduct becomes detrimental to the Surveying Services shall immediately be removed from association with the project when so instructed by City. Surveyor certifies that it presently has adequate qualified personnel in its employment for performance of the Surveying Services required under this Contract, or will obtain such personnel from sources other than City. Surveyor may not change the Project Manager without prior written consent of City.

**ARTICLE 16**  
**SUBCONTRACTING**

Surveyor shall not assign, subcontract or transfer any portion of the Surveying Services under this Contract without prior written approval from City. All subcontracts shall include the provisions required in this Contract and shall be approved as to form, in writing, by City prior to Surveying Services being performed under the subcontract. No subcontract shall relieve Surveyor of any responsibilities under this Contract.

**ARTICLE 17**  
**EVALUATION OF SURVEYING SERVICES**

City, or any authorized representatives of it, shall have the right at all reasonable times to review or otherwise evaluate the Surveying Services performed or being performed hereunder and the premises on which it is being performed. If any review or evaluation is made on the premises of Surveyor or a subcontractor, then Surveyor shall provide and require its subcontractors to provide all reasonable facilities and assistance for the safety and convenience of City or other representatives in the performance of their duties.

**ARTICLE 18**  
**SUBMISSION OF REPORTS**

Study reports shall be submitted in preliminary form for approval by City before any final report is issued. City's comments on Surveyor's preliminary reports shall be addressed in any final report.

**ARTICLE 19**  
**VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT**

Violation of contract terms or breach of contract by Surveyor shall be grounds for termination of this Contract, and any increased costs arising from Surveyor's default, breach of contract, or violation of contract terms shall be paid by Surveyor.

**ARTICLE 20**  
**TERMINATION**

This Contract may be terminated as set forth below:

- (1) By mutual agreement and consent, in writing, of both parties.
- (2) By City, by notice in writing to Surveyor, as a consequence of failure by Surveyor to perform the Surveying Services set forth herein in a satisfactory manner.
- (3) By either party, upon failure of the other to fulfill its obligations as set forth herein.
- (4) By City, for reasons of its own and not subject to the mutual consent of Surveyor, upon not less than thirty (30) days' written notice to Surveyor.
- (5) By satisfactory completion of all Surveying Services and obligations described herein.

Should City terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to Surveyor. In determining the value of the Surveying Services performed by Surveyor prior to termination, City shall be the sole judge. Compensation for Surveying Services at termination will be based on a percentage of the Surveying Services completed at that time. Should City terminate this Contract under Subsection (4) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Surveyor defaults in the performance of this Contract or if City terminates this Contract for fault on the part of Surveyor, then City shall give consideration to the actual costs incurred by Surveyor in performing the Surveying Services to the date of default, the amount of Surveying Services required which was satisfactorily completed to date of default, the value of the Surveying Services which are usable to City, the cost to City of employing another firm to complete the Surveying Services required and the time required to do so, and other factors which affect the value to City of the Surveying Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of City and Surveyor under this Contract, except the obligations set forth herein in Article 21 entitled "Compliance with Laws." If the termination of this Contract is due to the failure of Surveyor to fulfill his/her/its contractual obligations, then City may take over the project and prosecute the Surveying Services to completion. In such case, Surveyor shall be liable to City for any additional and reasonable costs incurred by City.

Surveyor shall be responsible for settlement of all contractual and administrative issues arising out of any procurements made by Surveyor in support of the Surveying Services under this Contract.

**ARTICLE 21**  
**COMPLIANCE WITH LAWS**

(1) **Compliance.** Surveyor shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Surveyor shall furnish City with satisfactory proof of his/her/its compliance.

Surveyor shall further obtain all permits and licenses required in the performance of the Surveying Services contracted for herein.

(2) **Taxes.** Surveyor will pay all taxes, if any, required by law arising by virtue of the Surveying Services performed hereunder. City is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

**ARTICLE 22**  
**INDEMNIFICATION**

Surveyor shall save and hold harmless City and its officers and employees from all claims and liabilities due to activities of his/her/itself and his/her/its agents or employees, performed under this Contract, which are caused by or which result from the negligent error, omission, or negligent act of Surveyor or of any person employed by Surveyor or under Surveyor's direction or control.

Surveyor shall save and hold City harmless from any and all expenses, including but not limited to attorneys fees which may be incurred by City in litigation or otherwise defending claims or liabilities which may be imposed on City as a result of such activities by Surveyor, its agents, or employees.

**ARTICLE 23**  
**SURVEYOR'S RESPONSIBILITIES**

Surveyor shall be responsible for the accuracy of his/her/its Surveying Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. City shall determine Surveyor's responsibilities for all questions arising from design errors and/or omissions. Surveyor shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the project has been completed.

**ARTICLE 24**  
**SURVEYOR'S SEAL**

The responsible Surveyor shall sign, seal and date all appropriate surveying submissions to City in accordance with the Texas Surveying Practice Act and the rules of the State Board of Registration for Professional Engineers.

**ARTICLE 25**  
**NON-COLLUSION, FINANCIAL INTEREST PROHIBITED**

(1) **Non-collusion.** Surveyor warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Surveyor, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or Surveyor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

(2) **Financial Interest Prohibited.** Surveyor covenants and represents that Surveyor, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the project.

**ARTICLE 26**  
**INSURANCE**

(1) **Insurance.** Surveyor, at Surveyor's sole cost, shall purchase and maintain during the entire term while this Contract is in effect professional liability insurance coverage in the minimum amount of Five Hundred Thousand Dollars from a company authorized to do insurance business in Texas and otherwise acceptable to City. Surveyor shall also notify City, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

(2) **Subconsultant Insurance.** Without limiting any of the other obligations or liabilities of Surveyor, Surveyor shall require each subconsultant performing work under this Contract to maintain during the term of this Contract, at the subconsultant's own expense, the same stipulated minimum insurance required in Article 26, Section (1) above, including the required provisions and additional policy conditions as shown below in Article 26, Section (3).

Surveyor shall obtain and monitor the certificates of insurance from each subconsultant in order to assure compliance with the insurance requirements. Surveyor must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subconsultants. City shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

(3) **Insurance Policy Endorsements.** Each insurance policy shall include the following conditions by endorsement to the policy:

- (a) Each policy shall require that thirty (30) days prior to the expiration, cancellation, non-renewal or reduction in limits by endorsement a notice thereof shall be given to City by certified mail to:

City Manager  
City of Round Rock  
221 East Main Street  
Round Rock, Texas 78664

(b) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by City, to any such future coverage, or to City's Self-Insured Retentions of whatever nature.

(4) **Cost of Insurance.** The cost of all insurance required herein to be secured and maintained by Surveyor shall be borne solely by Surveyor, with certificates of insurance evidencing such minimum coverage in force to be filed with City. Such Certificates of Insurance are evidenced as Exhibit E herein entitled "Certificates of Insurance."

**ARTICLE 27**  
**COPYRIGHTS**

City shall have the royalty-free, nonexclusive irrevocable right to reproduce, publish or otherwise use and/or authorize others to use reports developed by Surveyor for governmental purposes.

**ARTICLE 28**  
**SUCCESSORS AND ASSIGNS**

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Surveyor may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of City.

**ARTICLE 29**  
**SEVERABILITY**

In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 30**  
**PRIOR AGREEMENTS SUPERSEDED**

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

**ARTICLE 31**  
**SURVEYOR'S ACCOUNTING RECORDS**

Records pertaining to the project, and records of accounts between City and Surveyor, shall be kept on a generally recognized accounting basis and shall be available to City or its authorized representatives at mutually convenient times. The City reserves the right to review all records it deems relevant which are related to this Contract.

**ARTICLE 32**  
**NOTICES**

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

**City:**

City of Round Rock  
Attention: City Manager  
221 East Main Street  
Round Rock, TX 78664

and to:

Stephan L. Sheets  
City Attorney  
309 East Main Street  
Round Rock, TX 78664

**Surveyor:**

M. Stephen Truesdale, RPLS, LSLS  
Principal/Co-owner  
1504 Chisholm Trail Road, Suite 103  
Round Rock, TX 78653

**ARTICLE 33**  
**GENERAL PROVISIONS**

**(1) Time is of the Essence.** Surveyor understands and agrees that time is of the essence and that any failure of Surveyor to complete the Surveying Services for each phase of this Contract within the agreed Work Schedule may constitute a material breach of this Contract. Surveyor shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Surveyor's standard of performance as defined herein. Where damage is caused to City due to Surveyor's negligent failure to perform City may accordingly withhold, to the extent of such damage, Surveyor's payments hereunder without waiver of any of City's additional legal rights or remedies.

**(2) Force Majeure.** Neither City nor Surveyor shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

**(3) Enforcement and Venue.** This Contract shall be enforceable in Round Rock, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

**(4) Standard of Performance.** The standard of care for all professional surveying, consulting and related services performed or furnished by Surveyor and its employees under this Contract will be the care and skill ordinarily used by members of Surveyor's profession practicing under the same or similar circumstances at the same time and in the same locality. Excepting Articles 25 and 34 herein, Surveyor makes no warranties, express or implied, under this Contract or otherwise, in connection with the Surveying Services.

**(5) Opinion of Probable Cost.** Any opinions of probable project cost or probable construction cost provided by Surveyor are made on the basis of information available to Surveyor and on the basis of Surveyor's experience and qualifications and represents its judgment as an experienced and qualified professional Surveyor. However, since Surveyor has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Surveyor does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Surveyor prepares.

**(6) Opinions and Determinations.** Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

#### **ARTICLE 34** **SIGNATORY WARRANTY**

The undersigned signatory for Surveyor hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing City to enter into this Contract.

**IN WITNESS WHEREOF**, the City of Round Rock has caused this Contract to be signed by and through its authorized representative, and Surveyor, Castleberry Surveying, Ltd., has caused this Contract to be signed by and through his/her/its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof.

**CITY OF ROUND ROCK, TEXAS:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Sara L. White, City Clerk

**FOR CITY, APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Stephan L. Sheets, City Attorney

**INLAND GEODETICS, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIST OF EXHIBITS ATTACHED**

- |               |                           |
|---------------|---------------------------|
| (1) Exhibit A | City Services             |
| (2) Exhibit B | Surveying Services        |
| (3) Exhibit C | Work Schedule             |
| (4) Exhibit D | Fee Schedule              |
| (5) Exhibit E | Certificates of Insurance |

## EXHIBIT A

### City Services

The City of Round Rock shall provide access to the site.

EXHIBIT B

Engineering Services

Attached Behind This Page



1504 Chisholm Trail Road  
Suite 103  
Round Rock, TX 78681  
512-238-1200  
512-238-1251 fax  
TBPLS Firm Reg. No. 10059100

10 October 2014

Aileen Dryden, ASLA  
City of Round Rock  
Parks and Recreation Department  
City of Round Rock  
301 West Bagdad, Ste. 250  
Round Rock, TX 78664

RE: Topographic Design/Boundary-Easement Survey  
Project: Heritage Trail – S. Mays Street to Rabb Park

Ms. Dryden:

Inland Geodetics, LLC (Inland) is pleased to submit our proposal for professional land surveying services related to the above referenced project. Our proposal is to generate topographic, tree, and existing site condition data for engineering design purposes. Inland will also perform a boundary verification survey for the proposed project. The topographic survey area will encompass a detailed route survey for an approximate 100 foot corridor (depending on location) of the proposed alignment (to be determined) for approx. 13,500 feet plus an "envelope area for DTM generation purposes. In addition, an area approx. 300 feet in width along the north side of Brushy Creek from Mays Street to the CORR property at Lot 3 of the Heritage Center Subdivision will be surveyed. The City of Round Rock's property of Lot 3 and 4 (approx. 10 acres) of the Heritage Center Subdivision will be surveyed in its entirety. Also, the area on the south side of Brush Creek from Mays St. to Veteran's Park and southerly to Fannin Street will be surveyed. This area as limited above is based on a meeting with Aileen Dryden and David Buzzell on 18 Sep 2014 and ensuing phone briefings up to 8 October 2014 and is considered the basis for this proposal. Below is a specific list of our proposed Scope of Services and estimated costs.

#### **Right of Entry**

Inland assumes the affected land-owners have been contacted requesting access for surveying operations and that right-of-entry has been secured. Any special conditions to ROE must be forwarded to our office before survey operations begin

#### **SCOPE OF SERVICES**

##### **A. Prepare Boundary Survey for Easement Preparation**

1. Inland will perform sufficient deed/plat research of the project site and prepare a property schematic of the affected property and adjoining Rights of Way (streets and/or driveways).
2. Inland will perform sufficient field surveying for reconstruction of the described property lines.
3. Inland will prepare easement documents consisting of a survey plat and accompanying metes and bounds descriptions for an estimated 13 parcels along the project route.

**B. Topographic Surveying**

1. Inland will recover and/or establish primary and secondary datum control for the area of survey reconciled to the CORR Survey Control Monument System. The values will be relative to NAD 83/NAVD 88 Texas State Plane Coordinates, Central Zone 4203 (scaled to surface values). Vertical Datum will be GPS Orthometric heights and projected through the length of the project. Secondary control will be established in what is deemed a “survivable” zone for project construction.
2. Inland will perform differential level loops for installation of a benchmark system at strategic locations at approximately 1000 foot intervals (or closer at surveyor’s discretion) within the project limits.
3. Inland will contact the Texas “One Call System” requesting to have utility owners mark their installations within the project limits. Inland will track the responses from the “One Call” members.
4. Inland will collect spot elevations within the project area including, but not limited to improvements, drainage features, trees 8” and up (plus ornamentals) within the defined area, visible utilities, natural ground, grade breaks, environmental features, and visible utilities. Wastewater and storm sewer manholes/inlets will be inverted for flowline information providing access is achievable.
5. Inland will process the collected data into a detailed topo/tree survey and DTM (1 foot contour interval) of the depicted areas from above stated email exhibits.
6. Deliverables will include an Autocad 3D file with break-lines. A DTM file processed to 1.0 foot contours will be provided, the associated spot point data in ASCII format, and a XML TIN file. A list of benchmarks and project control coordinates will be included.
7. Inland anticipates these activities will require a minimum of 16 weeks from NTP. There may be earlier deliverables of design topographic data. Easement preparation schedules will be dependent on receipt of alignment information from the design engineers and is proposed on a time and material basis. This fee may not be pertinent to individual parcels to be acquired and will vary based on the acquisition scenario.

The ESTIMATED T&M fee for DESIGN TOPO SURVEYS:

**\$61,519.00**

The ESTIMATED T&M fee for BOUNDARY/ ESMT SURVEYS :

**\$46,487.00** (up to 13 easements)

The estimated fee proposed above are based on personnel time required to perform the described Scope of Services. Additional time requirements resulting from project scope changes, repeated trips for utility ties, plan revisions, field recovery of or discrepancies of control provided will be considered reasonable cause for us to seek additional compensation for services not included in these amounts.

Submitted,

M. Stephen Truesdale  
 Registered Professional Land Surveyor  
 Licensed State Land Surveyor  
 Inland Geodetics, LLC  
 Texas Firm Registration # 1005-9100

## EXHIBIT C

### Work Schedule

Schedule of work dependent upon needs of survey.

EXHIBIT D

Fee Schedule

Attached Behind This Page

BRUSHY CREEK TRAIL  
MAYS TO RABB  
INLAND GEODETICS, LLC

SERVICE	2 CREW	3 CREW	4 CREW	ADD	PM	RPLS	1GPS	TECH	GPS TECH	ADMIN	TOTAL	GPS REC. (\$15/Unit/Hour)	VEHICLES (\$60/Unit/Day)	ATV's (\$55/Unit/Day)	TOTAL	
RATE / HOUR	\$130	\$151	\$175	\$35	\$130	\$125	\$105	\$95	\$85	\$54		# of Units	# of Hours	# of Units	# of Days	
ADMIN/MOBILIZATION					4 HRS	4 HRS		10 HRS		4 HRS	\$ 2,186.00				\$ 2,186.00	
											\$ -				\$ -	
SECONDARY TRAV CNTL LEVELS	16 HRS	16 HRS				1 HRS	12 HRS	2 HRS		2 HRS	\$ 6,179.00				\$ 6,179.00	
	8 HRS	16 HRS									\$ 3,456.00				\$ 3,456.00	
FIELD SURVEY	64 HRS	40 HRS			4 HRS	12 HRS	12 HRS	16 HRS			\$ 19,160.00				\$ 19,160.00	
DELIVERABLES					2 HRS	8 HRS		48 HRS		4 HRS	\$ 6,036.00				\$ 6,036.00	
FIELD CHECKS	8 HRS							2 HRS			\$ 1,230.00				\$ 1,230.00	
100 FT ROUTE SURVEY	96 HRS	72 HRS	0 HRS	0 HRS	10 HRS	25 HRS	24 HRS	78 HRS	0 HRS	10 HRS	\$ 38,247.00		0 HRS	0 DAYS	\$ 38,247.00	
RESEARCH						2 HRS		16 HRS			\$ 1,770.00				\$ 1,770.00	
PROPERTY SCHEMATIC	32 HRS				1 HRS	8 HRS		16 HRS		2 HRS	\$ 6,918.00				\$ 6,918.00	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
ROW PRODUCTS	32 HRS	0 HRS	0 HRS	0 HRS	1 HRS	10 HRS	0 HRS	32 HRS	0 HRS	2 HRS	\$ 8,688.00		0 HRS	0 DAYS	\$ 8,688.00	
											\$ -				\$ -	
EASEMENT PARCELS (13 PARCELS)	26 HRS				13 HRS	13 HRS		208 HRS		26 HRS	\$ 27,859.00				\$ 27,859.00	
											\$ -				\$ -	
TITLE REVIEW						26 HRS		26 HRS			\$ 5,720.00				\$ 5,720.00	
QA/QC COMMENTS						14 HRS		26 HRS			\$ 4,220.00				\$ 4,220.00	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
EASEMENTS	26 HRS	0 HRS	0 HRS	0 HRS	13 HRS	53 HRS	0 HRS	260 HRS	0 HRS	26 HRS	\$ 37,799.00		0 HRS	0 DAYS	\$ 37,799.00	
											\$ -				\$ -	
300 FT TOPO NORTH SIDE	24 HRS				2 HRS	4 HRS		16 HRS			\$ 5,400.00				\$ 5,400.00	
											\$ -				\$ -	
300 FT + TOPO SOUTH SIDE	32 HRS	12 HRS			2 HRS	8 HRS		32 HRS			\$ 10,272.00				\$ 10,272.00	
											\$ -				\$ -	
LOT 3&4 HERITAGE CENTER	40 HRS				1 HRS	4 HRS		16 HRS			\$ 7,350.00				\$ 7,350.00	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
											\$ -				\$ -	
300 FT RT SURVEY/10 AC TRACT	96 HRS	12 HRS	0 HRS	0 HRS	5 HRS	16 HRS	0 HRS	64 HRS	0 HRS	0 HRS	\$ 23,022.00		0 HRS	0 DAYS	\$ 23,022.00	
SUB-TOTAL	250 HRS	84 HRS	0 HRS	0 HRS	29 HRS	104 HRS	24 HRS	434 HRS	0 HRS	38 HRS	\$ 107,756.00	TOTAL	0 HRS	TOTAL	0 DAYS	\$ 107,756.00
REIMBURSEABLE ITEMS															\$ 250.00	
REIMBURSEABLE SERVICES															\$ -	
ESTIMATED FEE	\$32,500	\$12,684	\$0	\$0	\$3,770	\$13,000	\$2,520	\$41,230	\$0	\$2,052		\$0	\$0	\$0	\$108,006.00	

Cost Variables:  
GPS Receivers \$15  
Vehicle \$60  
ATV \$55

Reimbursable Services Include:  
  
Total: \$0.00

Reimbursable Fees Include:  
SUPPLIES \$250.00  
Total: \$250.00

EXHIBIT E

Certificates of Insurance

Attached Behind This Page

