


Responsible Charge and its New Interpretation

Things to Consider or Clarify

North Carolina Now Allows Contract Survey Crews

 Effective: May 1, 2024

What's Now Permitted:

- Licensed PLSs can use contract field crews ('have gun, will travel').
- Responsible charge still required—PLS must supervise and direct all work.
- Must document how responsible charge was maintained.

Conditions & Oversight:

- Passive receipt of data is not sufficient.
- PLS must be involved in planning, direction, and review.
- All work must follow NCBELS standards and regulations.

Risk & Insurance Considerations:

- Ensure E&O and GL coverage includes contract crews.
- Use contracts that define roles and require insurance certificates.

How does the 5-1-24 changes affect the Professional?

- Before the Change
- Employees were considered a vital part of the responsible charge per NCBELS.
- 21 NCAC 56.0701(h)1
Licensees could not contract with an unlicensed Individual/Firm

- After The Change
- Employees are not a requirement of responsible charge from NCBELS perspective. Other agencies have different outlines.
- 21 NCAC 56.0701(h)1
Licensees can now contract to non-licensed individuals/firms according to various board interpretations and written answers.

The NCBELS Guidance on Responsible Charge Concerning a Contractor/Non-Employee

1. Do you supervise the individuals performing the work?
2. Do you obtain or set the parameters or criteria?
3. Can you require changes to the work?
4. Are you involved from start to finish?
5. Are there protocols and procedures that assure your control?
6. Did you spend sufficient time during work performance to understand the details?
7. Are you familiar with the performance capabilities and methods of the individuals?
8. Did you train the individuals?
9. Are you in close proximity, or do you have readily accessible contact with the individuals?
10. Are you competent by training and experience in the field of engineering or land surveying, which is represented by the drawings or work in question?

Compliance with 21 NCAC 56 .0701(d)

The ten questions are not an exhaustive checklist.

According to 21 NCAC 56 .0701(d), to exercise responsible charge over engineering or surveying work, a licensee must:

1. Have and exercise the authority to review and to change, reject, or approve both the work in progress and the final work product, through examination, evaluation, communication, and direction throughout the development of the work;
2. Be personally aware of the scope of the work, its needs, parameters, limitations, and special requirements;
3. Be capable of answering questions relevant to the surveying or engineering decisions made as part of the services provided, in sufficient detail to demonstrate knowledge of the proficiency in the work; and
4. Accept full responsibility for the work.
 - (A) The burden for demonstrating responsible charge lies with the licensee, including maintaining records, calculations, drawings, surveys, specifications, and other documents associated with the work.

Let's ask the IRS what an employee is. Are employees a requirement to exercise responsible charge?

Topic no. 762, Independent contractor vs. employee (<https://www.irs.gov/taxtopics/tc762>)

For federal employment tax purposes, the usual common law rules are applicable to determine if a worker is an independent contractor or an employee. Under the common law, you must examine the relationship between the worker and the business. **You should consider all evidence of the degree of control and independence in this relationship.** The facts that provide this evidence fall into three categories – behavioral control, financial control, and relationship of the parties.

Behavioral control covers facts that show if the business has a right to direct and control what work is accomplished and how the work is done, through instructions, training, or other means.

Financial control covers facts that show if the business has a right to direct or control the financial and business aspects of the worker's job. This includes:

- The extent to which the worker has unreimbursed business expense
- The extent of the worker's investment in the facilities or tools used in performing services
- The extent to which the worker makes their services available to the relevant market
- How the business pays the worker, and The extent to which the worker can realize a profit or incur a loss

Relationship of the parties covers facts that show the type of relationship the parties had. This includes:

- Written contracts or oral agreements describing the relationship the parties intended to create
- Whether the business provides the worker with employee-type benefits, such as insurance, a pension plan, vacation pay, or sick pay
- The permanency of the relationship, and **the extent to which services performed by the worker are a key aspect of the regular business of the company**

DOES RESPONSIBLE CHARGE HAVE TO BE PART OF THE EMPLOYEE RELATIONSHIP?

How does the NC Department of Revenue classify a Contractor vs an employee?

Directly from the NC Department of Revenue website:

- The U. S. Supreme Court has on a number of occasions indicated that there is no single rule or test for determining whether an individual is an independent contractor or an employee for purposes of the FLSA. The Court has held that it is the total activity or situation which controls. Among the factors which the Court has considered significant are:
- **The extent to which the services rendered are an integral part of the principal's business.**
- The permanency of the relationship.
- The amount of the alleged contractor's investment in facilities and equipment.
- **The nature and degree of control by the principal.**
- The alleged contractor's opportunities for profit and loss.
- The amount of initiative, judgment, or foresight in open market competition with others required for the success of the claimed independent contractor.
- **The degree of independent business organization and operation.**
- There are certain factors which are immaterial in determining whether there is an employment relationship. Such facts as the place where work is performed, the absence of a formal employment agreement, or whether an alleged independent contractor is licensed by State/local government are not considered to have a bearing on determinations as to whether there is an employment relationship. Additionally, the Supreme Court has held that the time or mode of pay does not control the determination of employee status.

Can a licensee contract to a non-licensed individual or firm?

The board rules outline the following:

21 NCAC 56.0701(h)1: A licensee shall perform services in an ethical manner, as required by the Rules of Professional Conduct (21 NCAC 56 .0701), and in a lawful manner and: (1) ***Shall not knowingly associate with or permit the use of the licensee's name or firm name in a business venture by any person or firm which the licensee knows, or has reason to believe,*** is engaging in business or professional practices of a fraudulent or dishonest nature or ***is NOT PROPERLY LICENSED***; and

The board's answers to recent questions concerning a possible conflict:

There is no conflict. A PLS may not contract with an unlicensed person to perform professional services. A PLS may contract with an unlicensed person to perform specific tasks (such as gathering data or drafting), provided the unlicensed person is under the direct supervision and responsible charge of the PLS.

The change in the rule to remove the “employee” requirement does not change the requirement that all work be performed under the direct supervision and responsible charge of the PLS. There are no professional services that may be contracted out. A licensee can contract for the provision of specific tasks when the licensee is competent to perform the work, and the licensee remains in responsible charge over all the work.

NCBELS states they changed the Rule to be more like the NCEES Model Law

Relevant Sections of the NCEES Model Law

§130.10 – Practice of Surveying

The practice of surveying includes any service or work where the principles of mathematics, geodesy, and law are applied to locate, relocate, establish, or retrace property lines or boundaries.

→ This makes it clear that **any part of the process involving professional judgment or boundary determination** is considered the practice of surveying.

§140.20 – Certificates of Authorization

A business entity may engage in the practice of surveying only if the entity is licensed, and the surveying work is performed under the direct supervision of a licensed surveyor.

→ If you contract parts of a land survey to another business or person, **they must be licensed**—or **you must supervise them directly** and maintain **responsible charge**.

§150.10(B) – Unlawful Practice

It is unlawful for any person to practice, offer to practice, or use the title of “professional surveyor” unless licensed. Likewise, it is a violation to aid or abet unlicensed practice.




→ Subcontracting to an **unlicensed person or firm** without supervision may constitute **aiding unlicensed practice**, which can be a serious violation.

NCEES Definition of Direct Supervision(Source: NCEES Model Rules, Rule 240.15)

"Direct supervision" means the degree of supervision by a licensee overseeing the work of another, where the licensee:

- “Has control over and detailed professional knowledge of the work,”
- “Provides active oversight and direction during its preparation, and”
- “Is in a position to judge the quality and validity of the results and make changes if necessary.”

Summary of What Can Be Contracted

Practice	Allowed Under NCEES Model Law?	Conditions
Contracting licensed surveyor for specific work (e.g., topo, plats)	 Yes	They must be licensed and take responsibility for their portion
Using unlicensed workers for support tasks (e.g., field crew)	 Yes	Only if under direct supervision and responsible charge
Subcontracting survey work to unlicensed person without oversight	 No	Considered aiding unlicensed practice

If We Contract with Non-licensed Individuals/Firms

What are the pros and cons of contracting for services?

Pros of Contracting Non-Licensed Individuals

- **Cost Savings** - Independent contractors typically cost less than employees, as you're not paying for benefits, taxes, or long-term commitments.
- **Flexibility** - Contractors can be hired on a per-project basis, making it easier to scale your workforce up or down depending on workload.
- **Specialized Skills** - You can bring in specific skills (e.g. CAD drafting, GIS mapping, or fieldwork assistance) without training from scratch.
- **Reduced Administrative Burden** - You avoid HR obligations like payroll taxes, workers' compensation, and unemployment insurance.
- **Focus on Core Licensed** - Work Delegating routine, non-licensed tasks allows the licensed surveyor to focus on legal responsibilities and final deliverables.
- **Equipment Cost** - No Equipment cost as all necessary equipment must be supplied by the contractor
- **Budget for Projects** – costs are capped based on negotiated fees for the contractor

Cons of Contracting Non-Licensed Individuals

- **Legal Risk** - North Carolina law strictly limits what non-licensed individuals can do. If they perform licensed survey work, you (the licensee) could face penalties from the licensing board.
- **Less Control** - Independent contractors aren't under the same level of supervision or control as employees, which could impact quality or consistency. (Basically, end product vs progress monitoring of the workflow)
- **Compliance Burden** - You're responsible for ensuring their work complies with state law and board rules— failure to supervise properly can lead to liability or license sanctions.
- **Lack of Loyalty or Investment** - Contractors may not be as committed to your firm's reputation, training standards, or long-term success.
- **Misclassification Risk** - If you're treating a contractor like an employee (e.g., setting work hours, controlling their workflow), you risk IRS or NCDR penalties for misclassification.
- **Quality Control** – Can be inconsistent, depending on the contractor.

Who Makes the Sauce?

▶ What is the role of the PLS?

What is the role of the Contractor?

The Recipe

- **Ingredients for BBQ Sauce**

1. 16oz can tomato sauce
2. ½ cup water
3. ¼ cup vinegar
4. 1 tbs molasses (Whole Foods organic is best)
5. 2 tbs brown sugar (Whole Foods Dark Organic is best. Use more if desired.)
6. 2 tbs onion powder
7. 1 tbs garlic powder
8. 2 tbs Worcestershire sauce
9. 1 tbs black pepper
10. 1 tbs Paprika
11. 1/2 tsp cumin
12. 1 – 2 tsp chili powder (adjust for required heat. Go light, you can always add more.)
13. 1 tsp dry mustard
14. 1 tsp liquid smoke (optional)
15. 1 tsp salt
16. 2 tbs corn starch

Instructions:

Using a low heat, bring slowly to a simmer, stirring occasionally. Cook 5-15 minutes more if thicker sauce is what you prefer. Take off and allow to cool. Bottle and refrigerate – overnight is best. Keep refrigerated. Will last for weeks, if you have any left, that is.

The recipe is the contract:

- **Ingredients for Typical Boundary**

1. ¾” Iron Pipe NE Corner
2. Planted Stone SE Corner
3. White Oak on the bank of the creek, SW Corner
4. ¾” Rebar on the Edge of the Clear Creek Rd. – NW corner
5. Access easement from Hookers Gap Road, to NE corner of the property
6. Fences are on the east and South side of the property
7. Duke Power Transmission line traverse through the property
8. Piedmont Natural Gas serves the property
9. Contact 811 for underground utilities
10. Identify anything that may be an encroachment along the boundary

Instructions:

- Deed research for the parcel and adjoining parcels
- Plot Deeds relative to NC Imagery for recovery
- Create ASCII file for import into the data collector/GPS
- Locate any geodetic control or set base relative to RTN
- Run a controlled traverse around the parcel, locating deed corners and all improvements, be sure to tie all adjoining corners where possible
- Reduce the traverse and adjust, if necessary, and create an adjustment report.
- Compare the findings of the traverse located evidence to the aforementioned plotted deeds
- Determine which corners fit the deed, then rotate and translate to fit the deed.
- Create a stakeout for any corners that were missing
- Set any corners that were computed to and not found
- Create a drawing or report of findings

Who can make the sauce?

- **If the contractor makes the sauce, how is responsible charge enforced?**
- **At what stage does the PLS have to start the determination of the workflow**
- **If the contractor makes the sauce, what QC is applied to be sure the sauce is correct?**
- **If the mapping is a contractable service, how much involvement is necessary, in process, or just final deliverable?**

A chef is responsible for the whole meal, not just the main course—if they are the head or executive chef, or otherwise in charge of the kitchen.

Here's how it breaks down:

In a Professional Kitchen:

◆ Executive Chef (Chef de Cuisine):

- Oversees **all aspects of the meal**—appetizers, entrées, sides, desserts, even plating and timing.
- Responsible for **quality control, kitchen operations**, and final presentation.
- Delegates tasks but **retains ultimate responsibility** for the entire dining experience.

◆ Sous Chef or Line Cooks:

- Handle specific parts of the meal (e.g., grill, sauces, pastry).
- Responsible only for their assigned station or dish.

The Parallel:

Just like a **Professional Land Surveyor (PLS)** in **responsible charge** must supervise and ensure all work under their license complies with the law—even if subcontracted—an **executive chef** must ensure **every part of the meal meets standards**, even if they didn't personally cook each item.

So, unless the chef's role is limited (e.g., line cook), they are **indeed responsible for the whole meal**.

A Real-World Example

Imagine being approached by a Drone Company/Individual wishing to offer their services to you on a project that you are currently contracted to perform as-built's of a landfill cell. The specs indicate the site is to be flown at the beginning for an existing conditions as-built, and then once a month for progress imagery and lidar. The contract also specifies that other times may be requested by the owner.

The General Contractor and the owner are having a preconstruction meeting and the drone firm, is at the meeting, but you, the project PLS, was not invited, which is most of the time. PLS's are rarely at preconstruction meetings. You are onsite working on other parts of the project, and you are later approached by the Drone firm, offering their services.

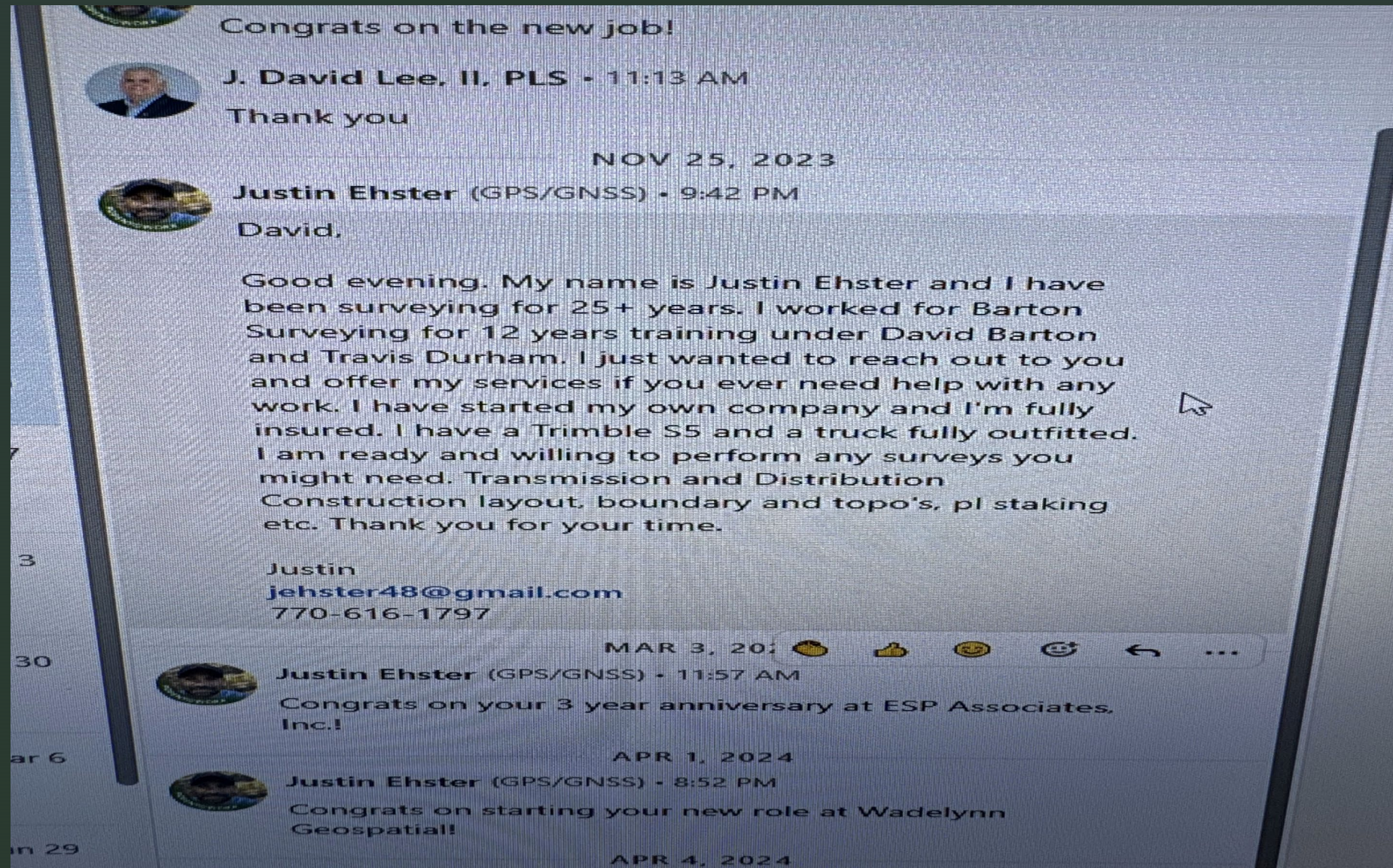
Days later the Drone firm, contacts you through an email, where they outline their workflow to you. Assuring you that they are allowed to do this process as they are under the responsible charge of a PLS, in this case it will be you. They confirm that they spoke with NCBEL's and were assured they are legit, as long as they are under the responsible charge of a PLS, again in this case it will be you. Workflow from drone firm goes like this:

- | | |
|---|--|
| <ul style="list-style-type: none">• Plan the Mission• Pick the GCP's• Send an ASCII File and Map of the GCP's to the responsible charge surveyor (for the PLS to set the GCP's)• Drone firm confirms that the control points set by you are correct, then they set additional check points picked by them, set their base on one your control points to collect static data. | <ul style="list-style-type: none">• Fly the mission• Download the Images• Processes the Images (Pix4D, Metashape, WEBOBM, etc.)• Review the reports from the Photogrammetry software• Create a point cloud from Lidar or Imagery• Create an orthomosaic• Export the final deliverable to you.... |
|---|--|

Does it sound like Responsible Charge is being exercised?

How long has “Have Guns Will Travel” been trying to get into NC?

Here is a post on LinkedIn from Nov. 25, 2023, a good 6 months before the board's new rule change.



Imagine a Surgeon or other Medical Professional

Cliff Johnson is told he needs to have surgery. The Surgeon goes over the entire procedure, and Cliff reluctantly agrees to the surgery. All the post OP is performed by various groups. Things like bloodwork, Radiology, etc., are all performed by NC-licensed and qualified professionals. On the day of the surgery, the surgeon realizes he has a scheduling conflict because he forgot he is going on vacation with his family. So, he physically cannot be there to perform the surgery, but he “knows a guy.” The guy/contractor has worked for a quack/surgeon for several years. The contractor has not been to medical school and doesn’t really care about becoming a licensed surgeon. He doesn’t advertise to the public because he is unlicensed; he works exclusively for other surgeons. The local surgeons all know he is good at cutting on people, and are all confident he will dig out whatever is needed. As Cliff’s surgeon is leaving for his vacation, he tells his staff he will have limited cell phone coverage while Cliff is under anesthesia, so if they need any directions or have any questions, give him a call. He was confident there should not be any issues, and he is quoted as saying as he left the building, “The butcher has got this.”

- Did Cliff contract with the surgeon?
- Does anyone think Cliff would agree to this change or lack of transparency?
- What could go wrong?
- Will the licensed Surgeon have any issues arise with his direct supervision? Remember, the unlicensed guy is a contractor. So, methods are the contractor's responsibility; results are the licensee's.
- Is the unlicensed individual under the direct responsible charge of the licensee? Remember the written contract to the butcher, I mean contractor, most likely outlined what the Licensee/Surgeon and Cliff previously agreed to.

Who would benefit by contracting out parts of the workflow?

Some examples of what these contract crews would be a fit for are as follows:

1. If you are newly licensed and have worked for a firm for, say, years. You wish to start your own company. You know there is a large capital investment. Contracting with an unlicensed firm that has made the investment in the equipment would make sense.
2. You may be ready to retire, and you have employees that will need a place to go, letting them become independent contractors will enable you to finish out your project load, give your former employees a potential career, long after you hang up your license. This method will allow you to scale down your work and eventually hang up the license for good.
3. If you are in a very competitive market, you need a hard cost on your field work, and maybe deed research. Contracting those services out would make sense, as you would get quotes from various "Guns for Hire," allowing you to determine your absolute bottom line.
4. If you are looking for flexible crew sizes, you could hire multiple contract crews to enable the procurement of the larger projects, or contract only one crew when needed to work on a few projects a year. The contract crews enable you to expand or scale to a flexible workload.
5. Limit your costs on investment. You may be competent in an expensive part of surveying. Example: You have a large topo, but do not wish to invest \$250k into a Lidar/ Photogrammetry Drone. Contract crews would fit this need.

Can you contract these services?

- *Drafting*
- *Deed Research*
- *Fieldwork (evidence recovery, traverse, construction staking, topos, PL Flagging and Marking, etc.)*
- *Drone Imagery Acquisition*
- *Control Recovery*
- *Lidar Classification*
- *Surface Generation*
- *3D Modeling*
- *ALTA Survey*
- *Construction Staking*
- *As-Builts*
- *Etc.*

A common theme from NCBELS board members is that if you are competent in an area, (i.e. Photogrammetry, LiDAR, boundary retracement, topography, vertical control, ALTA Surveys, etc.) you can contract for those services by unlicensed individuals/firms, The key is you have to be able to do the work, and they are under your **responsible charge**.

According to CHATGPT, you can contract all parts of a survey as long as all parts of the survey are under your responsible charge. You cannot control the daily operations of the project or the methods. You just have to approve the results and take responsibility for the final solution. Boundary determination and final signing and sealing are the only exclusive parts that require a licensee.

Does this sound like it protects the public better than what we had in our old rule?

Things To Consider And How To Mitigate Negative And Unintended Effects

Contracting land survey crews—especially when they're unlicensed—can offer flexibility and cost savings, but it also comes with serious risks that can impact your license, liability, reputation, and client relationships. Here's a detailed breakdown of the key pitfalls:

⚠️ 1. Legal Liability for Mistakes

You are fully responsible for any errors, omissions, or negligence caused by the crew, even if you weren't physically present.

- *Boundary errors can lead to lawsuits or disputes.*
- *Wrong staking may result in construction delays or trespass.*
- *If they damage property or act unprofessionally, you get blamed.*

⚠️ 2. Unlicensed Practice Violation

Contracting an unlicensed crew without:

- *Direct supervision*
- *Responsible charge*
- *And full review of their work may be considered aiding and abetting unlicensed practice, which can lead to:*
 - *Disciplinary action from your licensing board*
 - *Fines or license suspension*
 - *Ethical violations under state and NCEES model rules*

⚠️ 3. Worker Misclassification (IRS/NCDOR)

Using independent contractors for core services (like field surveying) without treating them as employees may lead to:

- *IRS/NCDOR audits*
 - *Back taxes, penalties, and interest*
 - *Unemployment tax liabilities*
- Especially if you control how and when they work or if they rely solely on your business.*

⚠️ 4. Reputational Damage

Clients and the public don't differentiate between you and your crew.

- *Unprofessional behavior,*
 - *Poor communication,*
 - *Or inaccurate work by contractors*
- ...can seriously hurt your business's reputation, even if you didn't personally do anything wrong.*

⚠️ 5. Loss of Quality Control

Without rigorous oversight:

- *Field data may be inconsistent or inaccurate*
- *Crews may cut corners to save time or money*
- *You risk delivering flawed surveys that damage your credibility*

⚠️ 6. Insurance and Liability Gaps

If the contracted crew:

- *Has no insurance, or*
 - *Doesn't list you as an additional insured,*
- ...you may not be covered for field-related damages or injuries, increasing your financial exposure.*

⚠️ 7. Communication & Chain-of-Custody Issues

Contractors may:

- *Misunderstand instructions,*
 - *Skip reporting anomalies, Or not follow field protocols*
- ...leading to data integrity issues, legal complications, or conflicting versions of events.*

🛡️ How to Mitigate These Risks:

- *Always supervise unlicensed work under your responsible charge*
- *Vet contractors thoroughly and ensure professionalism*
- *Use written contracts with liability clauses, performance standards, and insurance requirements*
- *Keep detailed records of all supervision, review, and communications*
- *Never allow contractors to present themselves as licensed surveyors*

Contracting Core Survey Tasks: Is It Advisable for a PLS?

When It May Be Advisable

- Contractor is a Licensed PLS - Work meets legal and professional standards
- Temporary Capacity Constraints - Helps during peak periods
- Specialized Services - Use of tech or expertise not available in-house

When It's Risky or Not Advisable

- Contractor is Not Licensed - Violates surveying laws
- Loss of Responsible Charge - PLS must retain full oversight
- Client Confusion or Misrepresentation - Must disclose who is doing the work

Key considerations for Professional Land Surveyors

- Verify subcontractor licensure and credentials
- Use written contracts defining scope and responsibility
- Maintain oversight and review of ALL work
- Avoid routine outsourcing of core services

Knowing the negatives and unintended effects of contracting. How can you protect you and the public?

1. Have a comprehensive contract that specifies a very concise scope of work. (ie. Locate any easements that cross the property, locate fences or anything that may be close to the line, locate streams where they cross the boundary. All lines have to be traversed, GPS or a combination thereof. Tie nearest Grid Monument, etc.)
2. Request to be listed as an additional insured on their General Liability policy.
3. Obtain a COI for their E&O Insurance.
4. Specify how payments are dispersed (progress billing, end of project, completion of certain task, Invoice)
5. Have an indemnification clause in your contract
6. Have a termination clause for cause or breach in your contract
7. Have the contractor provide representative projects, references, and a list of qualifications, if any.
8. Obtain a current list of equipment that will be utilized or specify the minimum accuracy of the equipment necessary for the project (i.e., Survey Grade RTK GPS, 3" Total Station, 40mp camera, Lidar sensor, etc.)
9. Ensure the necessary tax forms are provided (1099, W9, etc.)
10. Advise your client which parts of the project are being subcontracted to individuals/firms that are either licensed or unlicensed, and that you will be exercising Responsible Charge over their role in the project. We are tasked with being truthful, transparent and not misleading with our communications with the client. Remember Cliff.....

Contract Crews in NC & Neighboring States

State	Contract Crews Permitted?	Responsible Charge Requirements
South Carolina	Yes	Direct control and assumption of professional responsibility required.
Virginia	Yes	Direct control and personal supervision over the practice.
Tennessee	Yes	Direct control and personal supervision over the work.
Georgia	Yes	Independent control, direction, and supervision required.
Alabama	Yes	Surveyor must have direct control and personal supervision over the work.

Contract Crews: Risk vs. Reward Estimate

Scenario	Estimated Reward	Estimated Risk	Notes
✓ Full Oversight + Contracts + Insurance	80%	20%	Efficient and compliant.
⚠ Oversight, But No Insurance/Weak Contracts	60%	40%	Cost savings, but liability exposure.
✗ No Oversight or Compliance	30%	70%	High regulatory and financial risk.
✓ Short-Term/Specialized with Full Legal Support	85%	15%	Ideal for temporary needs.

Risk vs. Reward by Scenario



Since the board has made this change in policy How can we as NCSS help our membership?

- We can agree that NCBELS says there is no issue. If so, there is nothing to do.
- We can agree with the IRS, the NCDR, and the NCBELS that there is a fine line between a contractor/employee relationship concerning the application of **Responsible Charge**. If so, the next steps should be to educate our membership and other professionals about the change. NCBELS feels strongly that we, as licensees, can subcontract core tasks to unlicensed groups; **remember, no specific tasks are defined. The presumption is that all survey-related tasks can now be contracted, minus Boundary determination and Signing and Sealing of the deliverable.**
- ***As a path forward, this may be an option:***
 1. Educate about the pitfalls from a Liability Standpoint, Reputation Effects (could be positive or negative), License can be put at risk from negligence of the contractor, Misclassification of Contractor vs. Employee, etc.
 2. Explain how different NCBELS members' terms can and will derive different interpretations of the aforementioned rule change.
 3. Educate on how the IRS has outlined their definitions in conjunction with the NC Department of Revenue guidance defining the employee vs contractor relationships. Explain how and when responsible charge fits the subcontractor vs the employee criteria?
 4. Give the membership a list of definite steps on how to be sure you are in responsible charge, provide a sample written contract for subcontractors, and compile a comprehensive checklist to use if they decide to contract with an unlicensed individual/firm.
 5. Educate on how the public could be harmed through these contracted relationships. Outline a plan of what each licensee should do to prevent that harm.

Oversight Requirements and Best Practices

▶ Responsible Charge:
Employees vs. Contract
Crews

Comparison: Employees vs. Contract Crews

- **Employees:** High control, better compliance, higher cost
- **Contract Crews:** Flexible, cost-effective, harder to demonstrate responsible charge
- **Best Practice:**
 - Use employees for core licensed work.
 - If using contractors, document strong oversight.

Oversight Requirements for Responsible Charge

- **Personal Involvement:** Must direct and review work
- **Review Frequency:** Regular and documented
- **Final Authority:** On all technical decisions
- **Work Review:** Personally examine and approve deliverables
- **Communication:** Ongoing with team or contractors
- **Documentation:** Maintain logs of supervision and approvals

Land Surveyor's Oversight Checklist

Contracting Services Without Negating Responsible Charge

- ✓ **Written Contractual Agreement**
 - Define roles, responsibilities, and scope of services clearly.
 - Confirm subcontractor status (not assuming full responsible charge).
- ✓ **Verification of Licensure**
 - Ensure subcontractor is licensed (if required).
 - Maintain license verification records.
- ✓ **Direct Supervision Protocols**
 - Establish oversight procedures for all critical tasks.
 - Review and approve all plans, documents, and decisions.

- ✓ **Work Product Review**
 - Personally review and sign/seal final deliverables.
 - Document oversight and revisions provided.
- ✓ **Communication & Documentation**
 - Maintain clear and traceable records of all directives and approvals.
 - Conduct periodic check-ins and site visits (if applicable).
- ✓ **Ethical and Legal Compliance**
 - Ensure all work meets regulatory standards.
 - Adhere to board rules on responsible charge and professional conduct.

What Does NOT Meet Responsible Charge

- Signing off without technical involvement
- Delegating key decisions without oversight
- Relying only on status updates
- Supervising only administrative functions

Why Receiving Only an ASCII File Is NOT Responsible Charge

✗ Receiving just an ASCII file from a crew is NOT enough to meet 'responsible charge'.

⚠ Responsible Charge Requires:

- Active supervision and direction of fieldwork.
- Review and validation of methods, accuracy, and procedures.
- Personal involvement in planning and interpretation.
- Ability to defend decisions professionally and legally.

✓ Acceptable Practices:

- Instructing and reviewing the crew's data collection methods.
- Verifying data with field notes, control, and sketches.
- Performing/calculating adjustments yourself.

⊘ Not Acceptable:

- Relying solely on post-processed data files (e.g., ASCII, CSV, Orthophoto, point cloud,...) without verification.
- No knowledge or oversight of how data was collected or processed.

Bottom Line

- Oversight must be proactive, continuous, and technical
- Ask yourself: Could the project proceed without your involvement?
- If yes, you're likely NOT meeting the standard