

**SUPPLEMENTAL WORK AUTHORIZATION NO.   2**  
**TO**  
**WORK AUTHORIZATION NO.   5**

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:**  
**CR 307 North of CR 305 Jarrell**

This Supplemental Work Authorization No. 2 to Work Authorization No. 5 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated **May 19, 2020** (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 5 dated effective **April 27, 2021** (the “Work Authorization”);

WHEREAS, pursuant to the Contract, amendments, changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization; and

WHEREAS, it has become necessary to amend, change and modify the Work Authorization.

**AGREEMENT**

NOW, THEREFORE, premises considered, the County and the Firm agree that the Work Authorization shall be amended, changed and modified as follows:

- I. The maximum amount payable for services under the Work Authorization is hereby increased from **\$43,520.00** to **\$61,800.00**. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County’s payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under the Supplemental Work Authorization. It is further understood and agreed by Firm that County shall have the right to terminate this Supplemental Work Authorization at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County’s budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Except as otherwise amended by prior or future Supplemental Work Authorizations, all other terms of the Work Authorization are unchanged and will remain in full force and effect.

This Supplemental Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

**IN WITNESS WHEREOF**, the County and the Firm have executed this Supplemental Work Authorization, in duplicate, to be effective as of the date of the last party's execution below.

**FIRM: Diamond Surveying, Inc.**

**COUNTY: Williamson County**

By: Shane Shafer

Signature

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

Signature

Shane Shafer

Printed Name

Bill Gravell, Jr.

Printed Name

President

Title

Williamson County Judge

Title

October 14, 2021

Date

Date

Attachment A

Services to be Provided by County

- A. Provide the specifications requirements for all surveys.
- B. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- C. Provide timely reviews and decisions necessary to enable the Surveyor to maintain an agreed upon project schedule as developed in attached Exhibit C.
- D. Provide aluminum caps for iron rods, if applicable.
- E. Provide brass caps for flush mount ROW markers, if applicable.

## Attachment B

### Services to be Provided by Surveyor:

The following scope of services are for four (4) right-of-way acquisition Parcels being along the west side of CR 307 North of CR 305.

1. Right-of-Entry letters: Office work necessary to prepare Right-of-Entry letters for two (2) new tracts of land. Note the two (2) new tracts do not have R#'s WCAD has not updated to reflect the new tracts as of October 14, 2021. Surveyor shall mail letters to Grantees address as shown on recorded deeds.
2. Office and Field work necessary to perform record deed research and plots for two (2) new separate tracts of land cut out of the called 446.1 acre tract of land conveyed to Solana Ranch Company, recorded in Volume 365, Page 115, Deed Records of Williamson County, Texas. And for two (2) additional Parcels being a remnant portion of above mentioned called 446.1 acre Solana Ranch Company tract. Prepare field packs for field crew to find, tie verify boundary lines of the new tracts to include locating the rear boundary corners.
3. Preliminary and Final Surveys Four (4) Parcels: Perform office work to prepare a Preliminary Standard Land Survey for Title Company to prepare a Commitment for Title Insurance. Office and Field work necessary to prepare a Land Title Survey upon receipt of Commitment for Title Insurance. Surveyor shall review Schedule "B" of Commitment for Title Insurance (to be provided by Client) and address any easements or setbacks that may affect the subject tract. Surveyor shall prepare metes and bounds description with sketch for right-of-way acquisition Parcel. Provide County with original signed and sealed paper copies for the Land Title Survey.  
Perform field work to set appropriate monumentation for the right-of-way tract to be acquired.
4. Supervise and quality control all aspects of project. Check field and office work for accuracy and completeness. Sign and seal final documents. Maintain communication with Client, including Engineers, Landowners and Attorneys. Attend meetings if requested.

Attachment C  
Work Schedule

Work shall begin immediately upon receipt of executed agreement between County and Surveyor and Notice to Proceed from County.

Each survey will be delivered within 20 to 30 working days of Authorization to Proceed.

Schedule for setting of survey control monuments will be based on access to public right-of-way and Right-of-Entry letters.

Attachment D

Rate Schedule

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

**STANDARD RATE SCHEDULE**

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

**DIRECT LABOR**

**OFFICE PERSONNEL SERVICES**

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

**FIELD PARTY SERVICES**

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

Notes:

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

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

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

Diamond Surveying Rate Schedule - Page 1 of 2

**CPI Rate Adjustments:** Rates will remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates". Surveyor must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract and any rate changes will take effect on the first day following the prior year. If Surveyor fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after the County receives Surveyor's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982- 84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of the Contract and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

Diamond Surveying Rate Schedule Page 2 of 2  
Basis of Estimate for Items listed in Attachment B

Attachment D, Continued  
Basis of Estimate

Schedule B Item No. 1: Right-of-Entry Letters

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Prepare Right-of-Entry Letters	Sr. CADD Tech	4	Hours	\$125.00	\$500.00	
2	Process returned Right-of-Entry Letters	Project Manager	4	Hours	\$140.00	\$560.00	<b>Subtotal \$1,060.00</b>

Schedule B Item No. 2: Identify existing Boundary Lines

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Perform Research, Deed Plots	Sr. CADD Tech	8	Hours	\$125.00	\$1,000.00	
2	Prepare Field Packets	Sr. CADD Tech	4	Hours	\$125.00	\$500.00	
3	Perform Fieldwork to Find existing monumentation	3-Man Field Party	8	Hours	\$190.00	\$1,520.00	
4	Analyze Field Work	Sr. CADD Tech	8	Hours	\$125.00	\$1,000.00	<b>Subtotal \$4,020.00</b>

Schedule B Item No.3: Preliminary Standard Land Survey and Final Land Title Surveys – 4 Parcels.

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Prepare Preliminary Survey and Address Title Commitment to prepare Final Land Title Survey	Sr. CADD Tech	64	Hours	\$125.00	\$8,000.00	
1	Set appropriate monumentation for Right-of-Way Acquisition Parcel	3-Man Field Party	8	Hours	\$190.00	\$1,520.00	<b>Subtotal \$9,520.00</b>

Schedule B Item No.45: Supervise And Quality Control All Aspects Of Project

Maintain Communication With Client Including Engineer(s), Land Owner(s), And Attorney(s) Attend Meetings As Requested

Item	Description	Classification	Quantity	Units	Unit Rate	Subtotal	
1	Analyze Boundary Lines Sign and Seal Final Survey	R.P.L.S.	16	Hours	\$160.00	\$2,560.00	
2	Supervise and Quality Control All Aspects of Project	Project Manager	8	Hours	\$140.00	\$1,120.00	<b>Subtotal \$3,680.00</b>

**Total Amount: \$18,280.00**