

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR
SURVEYING SERVICES

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: On Call Survey – Various
County Roads (“Project”)**

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **February 18, 2015** (the “Contract”);

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the “Compensation Cap” under Article 5 of the Contract limits the maximum amount payable under the Contract to **\$300,000.00**; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from **\$300,000.00** to **\$350,000.00**.
- II. The hourly Rates in the original Exhibit D of the Contract are hereby amended as shown in the attached revised Exhibit D.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

SURVEYOR: DIAMOND SURVEYING, INC.

By: Shane Shafer
Signature

SHANE SHAFER
Printed Name

PRES.
Title

JAN. 30, 2020
Date

COUNTY:

By: Bill Gravell Jr.
Signature

Bill Gravell, Jr.
Printed Name

Williamson County Judge
Title

February 11, 2020
Date

EXHIBIT D

RATE SCHEDULE

<>Diamond Surveying, Inc.
116 SKYLINE ROAD, GEORGETOWN, TX 78628
OFFICE: (512) 931-3100

STANDARD RATE SCHEDULE

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

DIRECT LABOR

OFFICE PERSONNEL SERVICES

Classification	Rates
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

Classification Rates

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.

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.