

PROFESSIONAL SERVICES AGREEMENT-ADDENDUM

This Amended Agreement, made and entered into this, the 18th day of October 2022, and between the **City of Dripping Springs**, Texas (hereinafter referred to as the "City") and **HDR Engineering, Inc.**, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein and is an amendment to the Agreement:

WHEREAS, the City and the Contractors entered into Professional Service Agreement for engineering services related to the Tax Increment Reinvestment Zones on September 12, 2017; and

WHEREAS, tasks have changed during the course of the projects; and

WHEREAS, the Parties desire to add new tasks and end existing task orders.

1. Description of Services. The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Contractor shall attend meetings of City Council, TIRZ Board, and related committee meetings as needed to provide progress reports and drafts of the engineering services.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Performs other related duties as needed.

2. Scope of Work.

- (a) Contractor will provide engineering services related to the Old Fitzhugh Road Engineering Services as described in Exhibits "A" and "B" for the initial 30%, 60%, and 90% plans. A future task order for the 100% plan may be approved in writing through additional Task Orders. Additional Services may be agreed to in writing by both parties and billed at a negotiated rate as listed in Exhibit "C" in future task orders.

- 3. Schedule.** Work shall commence upon execution of this agreement and shall be completed within the updated project schedule, to be determined and mutually agreed following execution of this agreement. This Agreement provides for completion of the 30%, 60%, and 90% plans and related services. Additional task orders for the 100% plan will be approved by separate task order but will be subject to this Agreement. This Agreement shall be in effect for a period of two (2) years unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.
- 4. Payment for Services.** The City will compensate Contractor in accordance with the fee and hourly rate structure contained in Contractor's proposal attached as Exhibit "C". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly, and payment is due within 30 days of City's receipt and approval of the invoice. The total amount of this contract for 30%, 60%, and 90% plans will not exceed six hundred and two thousand dollars (\$602,000). Additional services and payment for additional services for future task orders for 100% will be subject to Exhibit "C" and must be approved in writing by the City prior to provision of such services. The fee amounts in Exhibit "C" are valid for two (2) years. Any services provided after the termination of this Agreement in two (2) years will be in writing.
- 5. Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 6. Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor, or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party. All services provided by Contractor shall be paid for in accordance with Exhibit "C" if the Agreement is terminated. City will only pay for services provided by Contractor prior to termination.
- 8. Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Exhibit "D".
- 9. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. Assignment.** Contractor's obligation under this Agreement may not be assigned or

transferred to any other person, firm, or corporation without the prior written consent of City.

- 11. Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:

HDR Engineering, Inc.
Attn: Justin Word, P.E.
804 Lavaca, Suite 900
Austin, TX 78701
(512) 904-3728

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

- 12. Mandatory Disclosures.** Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: https://www.ethics.state.tx.us/whatsnew/elf_info_form_1295.htm

- 13. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

- 14. Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

- 15. Applicable Law:** The laws of the State of Texas shall govern this Agreement.

- 16. Venue:** The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

- 17. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

CONTRACTOR:

Michelle Fischer
City Administrator

Justin Word

Date

Date

ATTEST:

Andrea Cunningham
City Secretary

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

EXHIBIT “D”

CITY OF DRIPPING SPRINGS ENGINEERING FIRM INSURANCE REQUIREMENTS

Engineering Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Engineering Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

EXHIBIT "E"