

UTILITY INFRASTRUCTURE GIS DEVELOPMENT AND DATA SERVICES AGREEMENT

This Agreement, made and entered into this _____ by and between the **City of Dripping Springs**, Texas (hereinafter referred to as the “City”) and **Burgess and Niple, Inc.**, (hereinafter referred to as “Contractor”), is understood and agreed to be as set forth herein:

1. Project Summary

Contractor to provide Geospatial and Data Services as further described in Appendix “A” (the “Services”).

2. Standard of Care

The Contractor will provide the Services in accordance with the terms of this Agreement in a timely, courteous, professional, and workmanlike manner consistent with applicable generally accepted industry standards of quality and integrity. The Contractor represents and warrants that it has the necessary skill, experience, judgment and resources to perform the Services. The Contractor acknowledges that the City is relying on the contractor's expertise, judgment, and experience in performing the Services and agrees to utilize its specialized skills to meet the City's needs.

3. Attachment

All attachments to this Agreement are hereby made part hereof as if fully set out herein

Appendix A: Contractor's Proposal
Appendix B: Insurance Requirements

4. Payment for Services

The City will pay the Contractor for the performance of the Services, in current funds, not to exceed \$75,635.00 (the “Cap”) within 30 days of City's receipt and approval of each monthly invoice issued pursuant to this Agreement as set out in Appendix “A”. Payment shall be made in current funds to the address specified by the Contractor in the invoice, provided the services invoiced have been satisfactorily completed. If additional work is needed, payments in excess of the Cap must be approved by the City in writing.

5. Sales Tax Exemption

The City is exempt from payment of sales, use, rental and certain excise taxes in accordance with Chapter 151 of the Texas Tax Code. Contractor acknowledges and agrees that no such tax shall be included in any invoice or request for payment. City shall cooperate with the Contractor in providing any necessary documentation to evidence the City's tax-exempt status, including providing a completed Texas Sales and Use Tax Exemption Certification form upon request.

6. Invoice Rejection and Correction

The City reserves the right to reject any invoice that is incomplete, inaccurate, or not in compliance with the terms of this Agreement. In the event of an invoice rejection, the City will provide written notice to the Contractor specifying the reasons for rejection. The Contractor shall correct and resubmit the invoice within ten (10) business days of receipt of the rejection notice. The City's payment timeline will recommence upon receipt of the corrected invoice.

7. Duration

The work will be commenced on execution of the agreement and completed according to a timeframe to be agreed upon within 30 days of execution of this Agreement. This Agreement shall be in effect through to the completion of the Services and payment for such Services unless terminated as provided below or if all work associated with Agreement is completed.

8. Termination

Either party may terminate this Agreement by a thirty (30) day written notice.

9. 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 services of any kind.

10. Employees

Contractor employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement. At the request of City, Contractor shall provide adequate evidence that such persons are Contractor's employees.

11. 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). The Contractor also confirms it is in compliance with all Texas requirements related to government contracts including: (1) no boycott of Israel; (2) not listed as a foreign terrorist organization by the Texas Comptroller of Public Accounts; (3) Contractor does not have a policy or practice of discriminating against firearm entities or firearm trade associations; (4) Contractor does not boycott energy companies; and Contractor is compliant with all other Texas laws including any additional disclosure requirements.

12. Injuries/Insurance

Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage with the City named as an additional named insured. Required insurance in Appendix "B". Contractor waives the rights to recovery from City for any injuries that Contractor may sustain while performing services under this Agreement. Contractor is to provide a copy of insurance coverage to City at least ten (10) days prior to the end of any existing coverage period if Contractor uses the services of any of Contractor's employees for the provision of services to the City. The City shall be named as an additional named insured on the Insurance.

13. Indemnification

Despite anything to the contrary in this Agreement, and in accordance with applicable law and the *Texas Constitution*, the City does not agree to indemnify the Contractor for any expenses in any way connected with this Agreement. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF DRIPPING SPRINGS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EXCEPT TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. 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.

15. 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, provided that 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.

To the City:

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

To the Contractor:

Burgess and Niple, Inc.
Attn: William Ball, P.E.
235 Ledge Stone Drive
Austin, TX 78737
(512) 432-1000

16. 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 and prior written agreements between the parties. If a conflict exists between this Agreement and the attachments, this Agreement shall prevail.

17. Amendment

This agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.

18. 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.

19. 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.

20. Governing Law and Venue

This Agreement shall be construed under and in accordance with the laws of The State of Texas. The venue for any and all legal disputes arising under this Agreement shall be a court of competent jurisdiction located in Hays County, Texas. Despite anything to the contrary in this Agreement, no disputes arising out of or related to this Agreement shall be subject to arbitration or non-binding mediation unless both parties agree in writing to submit a specific dispute to arbitration or non-binding mediation after such dispute arises.

21. Consequential Damages

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

22. Force Majeure

Neither Party shall be liable for any delay or failure in performance to the extent caused by a Force Majeure Event, provided that the affected Party promptly notifies the other in writing and uses diligent efforts to resume performance. A "Force Majeure Event" means an event or circumstance beyond the reasonable control of the affected Party, including acts of God, war, terrorism, pandemics, natural disasters, or governmental actions prohibiting performance, but excluding (a) changes in market conditions, (b) increases in the cost of materials, labor, or transportation, (c) tariffs, duties, taxes, or other governmental assessments imposed after the Effective Date, and (d) shortages or delays caused by the Contractor's subcontractors or suppliers.

23. Allocation of Price Risk

The Contractor assumes all risk of cost increases, including but not limited to increases in the price of raw materials, fuel, transportation, and any tariffs, duties, or import/export restrictions imposed or increased after the Effective Date of this Agreement. Under no circumstances shall the City be responsible for any price escalation or surcharge arising from such changes. Contractor warrants that the Contract Price is firm, fixed, and inclusive of all applicable current and future tariffs and similar charges.

24. No Extension or Adjustment

No Force Majeure Event shall entitle Contractor to an increase in the Contract Price or other compensation, nor an extension of the performance schedule, except where the City, in its sole discretion, agrees in writing. Notwithstanding the foregoing, Contractor shall continue to perform its obligations to the extent not affected by the Force Majeure Event.

25. Termination for Extended Force Majeure

If a Force Majeure Event prevents performance for more than thirty (30) consecutive days, the City may terminate this Agreement without liability, penalty, or further obligation by providing written notice to Contractor.

26. Site Access and Safety

City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Contractor will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including City's contractors, subcontractors, or other parties present at the site.

CITY OF DRIPPING SPRINGS

BURGESS AND NIPLE, INC.

Date

Date

APPENDIX “A”

September 3, 2025

Mayor Bill Foulds
City of Dripping Springs
P.O. Box 384
Dripping Springs, Texas 78620

Re: City of Dripping Springs
Engineering Services Agreement
Utility Infrastructure GIS Development and Data Services

Dear Mayor Foulds:

Burgess and Niple (ENGINEER), proposes to render Geospatial and Data Services to the City of Dripping Springs (CLIENT) in connection with the development of its Geographic Information System (GIS) (PROJECT). Work will include planning and design of proposed GIS to help support utility operations, including water and wastewater management. Work will also include the development of a roadmap for further development and integration by other city services. The CLIENT is expected to furnish ENGINEER with full information as to the requirements for the PROJECT, and to make available all pertinent existing data. ENGINEER shall be able to rely upon the accuracy of all information provided by the CLIENT.

SCOPE OF WORK

The following assumptions and general understanding pertain to the provisions of the Services and form the basis of this Agreement/Proposal:

- A. PROJECT is located within the City of Dripping Springs and Hays County.
- B. ENGINEER and CLIENT will work together to resolve any data requests with the City of Dripping Springs.

OBJECTIVES

The GIS Needs Assessment will focus on:

- Conducting an inventory of existing GIS, CAD, and As-Built data.
- Identifying key goals for the Utilities group and integration with the City’s existing GIS capabilities.
- Develop foundational elements for GIS to be used by city staff for asset management.
- Exploring workflows to optimize field data collection and system management.
- Create a roadmap for GIS enhancements and training to support Dripping Springs’ growth.

Our Geospatial and Data Services and the Scope of Work will consist of the following:

TASK 1 – Data Inventory and Needs Review

Meet with stakeholders to identify operational needs, internal collaboration, and security and data policies. Determine critical utility attributes, such as pipe size, material, installation dates, inspection schedules, and lift station specifications.

TASK 2 – Develop GIS Foundation

Use the current inventory of GIS and CAD files, including As-Builts. Review data managed in existing asset management systems like Dude Solutions. Use findings from Phase 1 to develop and incorporate data into the city's existing GIS.

TASK 3 – GIS Workflow Analysis

Evaluate the use of GIS for asset mapping, maintenance planning, and field data collection. Develop strategies for integrating GIS with asset management practices like CCTV and jetting. Create up to four (4) data collection applications based upon evaluation findings.

TASK 4 – Recommendations and Roadmap

Provide a phased approach for GIS implementation, include immediate priorities and long-term goals. Identify training needs. Provide startup and maintenance cost-benefit analysis for proposed GIS enhancements and explore funding opportunities to support the implementation plan.

SCHEDULE

ENGINEER acknowledges the importance to the CLIENT of the PROJECT schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement. The CLIENT understands, however, that the performance must be governed by sound professional practices. ENGINEER will start work on the PROJECT immediately after execution of this Agreement.

Dec 2025	Execute agreement, NTP date
Dec 2025	Kickoff Meeting
Jan 2026	Stakeholder Meeting
Feb 2026	Needs Review Memo
May 2026	Developed GIS Foundation
July 2026	GIS Workflow Recommendations and application development
Aug 2026	Recommendations and Road mapping

COMPENSATION

ENGINEER will perform the work on a reimbursable time and expenses basis at the hourly rates included as Attachment A, plus expenses. Expenses will include direct expenses incurred by ENGINEER plus 10%. Billing for professional services will be based upon the actual amount of time required to complete the work. Upon mutual agreement of CLIENT and ENGINEER, rates included on Attachment A may be amended annually.

Invoices will be submitted monthly, and payment is due within 30 days of CLIENT's receipt of the invoice. If payment is not received by the 45th day after the invoice date, then ENGINEER may suspend services under the Agreement until all invoice amounts due are paid in full. The PROJECT schedule shall be extended the total amount of time after ENGINEER suspends services to the time payments are received.

BUDGET

PM – Project Management	\$24,080
TASK 1 – Data Inventory and Needs Review	\$ 4,820
TASK 2 – Develop GIS Foundation	\$24,920
TASK 3 – GIS Workflow Analysis	\$10,810
TASK 4 – Recommendations and Roadmap	\$11,005
Total Amount of This Contract	\$75,635

ADDITIONAL SERVICES

It is recognized that certain elements within the scope of engineering work cannot be accurately predetermined or controlled entirely by the ENGINEER. Such engineering work will be performed as Additional Services. Such work may include but not be limited to:

- Changes in scope of work after receiving initial directions from the CLIENT.

Out of Scope and Additional Services will be reimbursable per hour based on the attached fee schedule Attachment A, plus expenses. Expenses for Out of Scope and Additional Services will include direct expenses incurred by ENGINEER plus 10%. Such expenses will include subcontractors, reproduction costs, mileage, postage and delivery, etc., as required to complete the PROJECT. Billing for all additional professional services will be based upon the actual amount of time required to complete the additional work. Out of Scope services and Additional Services will only be performed with approval from CLIENT.

This Proposal is subject to the General Provisions included as Attachment B and may only be modified in writing when signed by both Parties. The Proposal is in addition to any other agreement regarding Geographical Information System improvements.

If this Proposal satisfactorily sets forth your understanding of our agreement, please sign both copies of the letter in the space provided below and return one copy to us. This Proposal is valid for 45 days.

Sincerely,

Burgess and Niple, Inc.

City of Dripping Springs

William Ball, P.E.

Bill Foulds
Mayor

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Accepted this _____ day of _____, 2025.

1. ATTACHMENT A
Billing Rates for Professional Services

Principal	\$295.00/hour
Project Engineer II (More than 15 years of experience)	\$250.00/hour
Project Engineer I (Less than or equal to 15 years of experience)	\$210.00/hour
Assistant Engineer II (More than 5 years of experience)	\$155.00/hour
Assistant Engineer I (Less than or equal to 5 years of experience)	\$140.00/hour
Project Manager	\$185.00/hour
Data Scientist	\$170.00/hour
GIS Specialist II	\$135.00/hour
GIS Specialist I	\$125.00/hour
Senior Engineering Technician	\$175.00/hour
Engineering Technician/Planner I	\$115.00/hour
Field Construction Representative II	\$160.00/hour
Field Construction Representative I	\$110.00/hour
Accounting	\$135.00/hour
Administrative Assistant	\$ 75.00/hour
B&N/personnel vehicle mileage	IRS Rate

ATTACHMENT B

GENERAL PROVISIONS

TERMINATION

Either Party may terminate this Agreement upon giving written notice to the other Party at least thirty (30) days prior to the date of termination. In the event of termination, the ENGINEER shall deliver to the CLIENT one (1) reproducible copy of all finished documents, data, studies, surveys, drawings, maps, CADD files, models, reports, etc. prepared by the ENGINEER and paid by the CLIENT under this Agreement. Additional copies of these materials shall be made available to CLIENT upon CLIENT compensating ENGINEER for time and expenses required to produce same. The ENGINEER shall be entitled to receive just and equitable compensation for any work performed in accordance with the provisions of this Agreement prior to termination notice. If the ENGINEER has completed the specified Tasks and phases prior to termination, ENGINEER will be entitled to the fees stipulated under this Agreement for such work completed. If termination should occur prior to the completion of a Task or phase, the ENGINEER shall be reimbursed for his work under that particular Task and phase based on the hours completed for that particular Task and phase.

OWNERSHIP OF DOCUMENTS

The CLIENT acknowledges the ENGINEER's Engineering Report, and Plans and Specifications, including electronic files, as the work papers of the ENGINEER are the ENGINEER's instruments of professional service. Nevertheless, upon completion of the services and payment in full of all monies due to the ENGINEER, the CLIENT shall receive ownership of the Engineering Report, and Plans and Specifications prepared under this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ENGINEER, its officers, directors, employees and subconsultants (collectively, ENGINEER) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the Report and/or permit application by the CLIENT or any person or entity that acquires or obtains the Report and/or permit application from or through the CLIENT without the written authorization of the ENGINEER.

CONFIDENTIALITY

All information and all materials, records, data, drawings, specifications, engineering and other documents and all other products of the services provided under this Agreement produced by, or coming into the possession of ENGINEER (including its subcontractors) in connection with the performance of the services shall be maintained in absolute confidence, and ENGINEER shall not at any time, except at the direction of CLIENT or its legal counsel, disseminate, transmit, publicize, or divulge to anyone any portion of such information, except as necessary to carry out the services pursuant to this Agreement.

MISCELLANEOUS

CONTROLLING LAW - This Agreement is to be governed by the laws of Hays County, Texas, and venue for any suit in conjunction with this Agreement shall be in the District Courts of Hays County, Texas.

LIMITATION OF LIABILITY - To the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to CLIENT and anyone claiming by, through and under CLIENT, for any and all injuries, claims, losses, expenses or damages whatsoever

arising out of or in any way related to ENGINEER's services, the PROJECT or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of ENGINEER or ENGINEER's officers, directors, employees, agents and independent professional associates and consultants, and any of them, shall not exceed the total compensation received by ENGINEER under this Agreement, or the total amount of \$500,000.00, whichever is lesser.

OPINIONS OF COST - Since ENGINEER 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, ENGINEER's opinions of probable total PROJECT costs and construction costs provided herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual total PROJECT or construction costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the bidding or negotiating phase CLIENT wishes greater assurance as to total PROJECT or construction costs, CLIENT shall employ an independent cost estimator to modify the contract documents to bring the construction cost within any limitation established by CLIENT and will be considered Additional Services and paid for as such by CLIENT.

SUCCESSORS AND ASSIGNS - CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other Party, in respect to all covenants, agreements and obligations of this Agreement.

- a. Neither CLIENT nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated above and except prior to the extent that the effect of the limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in the paragraph shall prevent the ENGINEER from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of services hereunder.
- b. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

ATTORNEY'S FEES - If any action be brought to either Party against the other, the prevailing Party shall be entitled to recover reasonable attorney fees.

DISPUTE RESOLUTION - Any claims or disputes between the CLIENT and ENGINEER, made during or after providing engineering services, shall be first submitted to non-binding mediation, thereby providing for mediation as the primary method for dispute resolution between the CLIENT and ENGINEER.

APPENDIX “B”

CITY OF DRIPPING SPRINGS CONTRACTOR INSURANCE REQUIREMENTS:

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 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 extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall be provided to the City prior to the date the contract is extended.

Type of Contract 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.