

PROFESSIONAL SERVICES AGREEMENT**Amendment No. 3**

This Amended Agreement, made and entered into this, the _____th day of July 2025, 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 January 2022; 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.

Additional engineering services to be provided by the Engineer for Roadway Improvements on Old Fitzhugh Road as described in Exhibit “A”. Additional Services may be agreed to in writing by both parties and billed at a negotiated rate as listed in the Professional Services Agreement for Engineering Services entered into on or around

January 2022 and Professional Services Agreement for Engineering Services Amendment 2 entered into on or around February 2024.

3. **Schedule.** Work shall commence upon execution of this agreement and shall be completed within the updated project schedule as described in Exhibit “A”. This Agreement shall be in effect for the same period as the Professional Services Agreement for Engineering Services Amendment 2 entered into on or around February 2024. Contractor shall start work immediately after the execution of this Agreement. The project schedule may be altered in writing by mutual 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 Exhibits “C” and “C-1 Additional Services” to the February 2024 Professional Services Agreement Amendment No. 2. 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 all services provided will not exceed one hundred and twenty-five thousand dollars (\$125,000). Additional services and payment for additional services must be approved in writing by the City prior to provision of such services. Any services provided after the termination of this Agreement 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 the February 2024 Professional Services Agreement Amendment No. 2, Exhibit “C” if the Agreement is terminated. City will only pay for services provided by Contractor prior to termination.
8. **Entire Agreement.** This Agreement and the Professional Services Agreement Amendment No. 2 entered into on or around February 2024 contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. The Professional Services Agreement Amendment No. 2 is incorporated into this Amendment.

THE CITY:
City of Dripping Springs

CONTRACTOR:
HDR Engineering, Inc.

Michelle Fischer, City Administrator

Justin Word, P.E., Vice President

Date

Date

ATTEST:

Diana Boone, City Secretary

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