

GROUND MAINTENANCE EXTENSION AGREEMENT

This • Agreement (the "Agreement") is entered into on _____, by and between the City of Dripping Springs, Texas, a Type-A General Law Municipality (the "City"), and Elk Ridge Construction, LLC (the "Contractor").

WHEREAS, the parties entered into a Ground Maintenance Agreement on or about July 22, 2024, a copy of which is attached to this agreement as Attachment "A" (the "2024 Agreement").

WHEREAS, the 2024 Agreement provides that its term shall be for one year to commence on October 1, 2024 and ending on September 30, 2025.

WHEREAS, the 2024 Agreement further provides that the City and the Contractor have the option to mutually agree in writing to renew the 2024 Agreement for two (2) additional one (1) year periods.

WHEREAS, the City and the Contractor wish to renew the 2024 Agreement for the first of up to two additional one year terms.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Contractor agree as follows:

1. Extension

The 2024 Agreement is hereby renewed for a term beginning on October 1, 2025 and ending on September 30, 2026.

2. Merger and Consolidation

Effective October 1, 2025, the terms of the 2024 Agreement shall continue to be in effect, subject to any inconsistency between this Agreement and the 2024 Agreement being resolved in favor of this Agreement.

3. Amendment

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

4. 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.

5. 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.

6. 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.

7. 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.**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.

9. 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.

10. 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.

11. Execution in Counterparts

This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties and delivered to the other Party. A signed copy of this Agreement delivered by facsimile, e mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DRIPPING SPRINGS

ELK RIDGE CONSTRUCTION, LLC

Date

Date

ATTACHMENT “A”