

**EXHIBIT A**  
**PROFESSIONAL SERVICES AGREEMENT**  
**AMENDMENT NUMBER 3**

**Project Name (“Project”)**

This Amendment to the Services Agreement dated 7/9/2024 is by and between:

**City of Lawrence (“Client”)**  
9001 East 59<sup>th</sup> Street, Suite 300  
Lawrence, IN 462016

and

**Clark Dietz, Inc. (“Clark Dietz”)**  
8900 Keystone Crossing, Suite 475  
Indianapolis, IN 46240

Who agree as follows:

**Whereas;**

**Now Therefore;** this Amendment engages Clark Dietz to perform Services described in PART I – SERVICES BY CLARK DIETZ and Clark Dietz agrees to perform these Services for the compensation set forth in PART III - COMPENSATION. Clark Dietz shall be authorized to commence Services upon execution of this Amendment by both parties and receipt of written or verbal authorization to proceed from the Client. Client and Clark Dietz agree that this signature page, together with Parts I - III of this Amendment and the original Agreement, incorporated and made a part herewith, constitute the entire agreement between them relating to this project.

**Agreed to by Client**

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: Chair – Utility Service Board  
Date: \_\_\_\_\_

**Agreed to by Clark Dietz**

By: \_\_\_\_\_  
Print: Jacob W. Phillips  
Title: Area Manager – Central Indiana  
Date: 3/20/2026

**PART I**  
**SERVICES BY CLARK DIETZ**

**A. Amendment Description**

This Amendment to the project, as originally described in the Professional Services Agreement dated 7/9/2024, is for additional Construction Engineering work by Clark Dietz to cover additional onsite construction inspection activities.

**B. Scope**

1. No Change.

**C. Schedule**

Work for this amendment shall be completed within 60 days following the contractor's date of Substantial Completion.

**D. Assumptions/Conditions**

This Amendment is subject to the following assumptions/conditions:

1. All other design phase and inspection services remain unchanged from the original contract, including relevant modifications resulting from Amendment No. 1 and Amendment No. 2.

**PART II**  
**CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the Amended services:

**A. Information/Reports**

1. No change.

**B. Representative**

1. No change.

**C. Decisions**

1. No change.

**D. Other**

1. No change.

**PART III  
COMPENSATION**

**A. Compensation**

1. Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Amendment will not change.
2. Inspection Services - Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I - SERVICES BY CLARK DIETZ of this Agreement will be at the hourly billing rates shown in the attachment, "Schedule of General Billing Rates". The total hourly compensation authorized by the Professional Services Agreement increases by \$4,000 for Shafter Road Inspection Services and shall include the following:
  - a. Payment for outside consulting and/or professional services performed by a subconsultant will be at actual invoice cost to Clark Dietz. Clark Dietz will obtain written Client approval before authorizing these services.
  - b. Payment for expenses incurred directly on behalf of the Project at actual cost to Clark Dietz plus ten percent for administrative costs. Direct project expenses will be as defined in the attachment, "Schedule of Project Related Expenses".
3. The total compensation is summarized in the following table:

<u>Design Services (Lump Sum)</u>	
Shafter Road	\$272,990
Lawton Loop	\$137,260
Sub-Total = \$410,250	
<u>Inspection Services (Hourly)</u>	
Shafter Road	<del>\$91,400</del> \$95,400
Lawton Loop	\$41,330
Sub-Total = <del>\$132,730</del> \$136,730	
<i>TOTAL = <del>\$481,980</del> \$485,980</i>	

**B. Billing and Payment – No Change**

**SCHEDULE OF GENERAL BILLING RATES**

**CLARK DIETZ, INC.**

January 1, 2026

<u>TITLE</u>	<u>HOURLY RATE</u>
Engineer 9	\$300.00
Engineer 8	270.00
Engineer 7	255.00
Engineer 6	240.00
Engineer 5	225.00
Engineer 4	200.00
Engineer 3	180.00
Engineer 2	160.00
Engineer 1	150.00
Technician 6	205.00
Technician 5	190.00
Technician 4	180.00
Technician 3	160.00
Technician 2	140.00
Technician 1	125.00
Intern	105.00
Administrative 1	95.00
Administrative 2	105.00
Administrative 3	125.00
Administrative 4	150.00
Administrative 5	210.00

Notes:

The rates in this schedule will be reviewed and adjusted as necessary but not sooner than six months after the date listed above. Rates include actual salaries or wages paid to employees of Clark Dietz plus payroll taxes, FICA, Worker's Compensation insurance, other customary and mandatory benefits, and overhead and profit. All project related expenses and subconsultants will be billed at 110% of actual cost to cover handling and administrative expenses.