

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT #3
FOR
RECLAIMED WATER MASTER PLAN UPDATE**

**STATE OF TEXAS §
 §
COUNTY OF TRAVIS §**

This Supplemental Agreement No. 3 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Quiddity Engineering, LLC ("Consultant"). City and Consultant may be referred to herein singularly as "Party" or collectively as the "Parties."

WHEREAS, the City and Consultant executed an Agreement for Professional Services ("Agreement") on the 27th day of September, 2022 for the Reclaimed Water Master Plan Update project ("Project") in the amount of \$148,800.00 ; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 1 for Professional Services for the Project to extend the time with no change in cost; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 2 for Professional Services for the Project in the amount of \$1,062,043.00 to add professional services for the Reclaimed Waterline to 1849 Park to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 3 for Professional Services for the Project in the amount of \$397,696.00, on the July 9th, 2024 to add professional services for the Reclaimed Waterline to 1849 Park to the Agreement; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term, Scope of Services, Work Schedule, and Compensation; and

WHEREAS, it is necessary for the City to amend its agreements from time to time to comply with changes in state law relating to contracts of municipalities.

NOW, THEREFORE, premises considered, the City and the Consultant agree that said Agreement is amended as follows:

I.

Article II. Term shall be amended by changing the term of the Agreement to terminate on January 21st, 2027, with the ratification and incorporation of the remaining terms of the Agreement.

Article III. Scope of Services and Attachment A, shall be amended as set forth in the attached addendum to Attachment A.

Article III. Work Schedule and Attachment A, shall be amended as set forth in the attached addendum to Attachment A.

Article IV. Compensation to Consultant and Attachment A (Fee Schedule), shall be amended by increasing by \$397,696.00 the amount payable under the Agreement for a total of \$1,608,539, as shown by the attached Addendum to Attachment A (Fee Schedule).

2.

Except as amended hereby and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

CONSULTANT



(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: Kyle Kaspar

Title: City Manager

Title: Manager, VP

Date: _____

Date: June 27, 2024

APPROVED AS TO FORM:



Charles E. Zech
City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH, P.C.