

**PROFESSIONAL SERVICES  
Supplemental Agreement #5  
FOR  
SECONDARY COLORADO RIVER RAW WATER LINE**

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

This Supplemental Agreement No. 5 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Freese and Nichols, Inc. ("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 12<sup>th</sup> day of February, 2022 for the Secondary Colorado River Raw Water Line Project ("Project") in the amount of \$7,309,766.00; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 1 for Professional Services on the 10<sup>th</sup> day of April, 2023 for the Project in the amount of \$0.00, to add design services related to the Walnut Creek Bank Stabilization design; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 2 for Professional Services on the 13<sup>th</sup> day of July, 2023 for the Project in the amount of \$0.00, to add schedule overage project management tasks to the Agreement; and

WHEREAS, the City and Consultant executed a Supplemental Agreement # 3 for Professional Services on the 30<sup>th</sup> day of October, 2023 for the Project in the amount of \$72,515.00, to add schedule overage project management tasks to the Agreement; and

WHEREAS, the City and Consultant entered into a Supplemental Agreement # 4 for Professional Services for the Project in the amount of \$1,982,815.00, to add Construction Phase Services to the Agreement; and

WHEREAS, the City and Consultant desire to enter into a Supplemental Agreement # 5 for Professional Services for the Project in the amount of \$223,306.00, to add Professional Environmental Services to the Agreement; and

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

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

1.

Article III. Scope of Services and Attachment 1, shall be amended as set forth in the attached Addendum to Attachment 1 (Item I. Basic Services and Item IV. Schedule).

Article IV. Compensation to Consultant and Attachment 1, shall be amended by increasing by \$223,306.00 the amount payable under the Agreement for a total of \$9,588,402.00 as shown by the attached Addendum to Attachment 1 (Item V. Fee Schedule).

2.

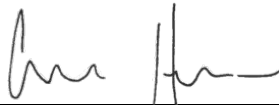
Except as amended hereby and as previously amended as indicated above, the terms of the Agreement shall remain unchanged and in full force and effect.

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

**CITY OF  
PFLUGERVILLE**

**CONSULTANT**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Printed Name: Sereniah Breland

Printed Name: Anne Hoskins

Title: City Manager

Title: Principal

Date: \_\_\_\_\_

Date: 06/18/2024

APPROVED AS TO FORM:

  
\_\_\_\_\_

Charles E. Zech  
City Attorney

DENTON NAVARRO RODRIGUEZ BERNAL SANTEE & ZECH