

**PROFESSIONAL SERVICES
SUPPLEMENTAL AGREEMENT # ONE
FOR
LAKE PFLUGERVILLE IMPROVEMENTS and BIEHLE PROPERTY CONCEPT
(LAKE PFLUGERVILLE PHASE 1)**

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

This Supplemental Agreement No. 1 to a contract for Professional Services is made by and between the City of Pflugerville, Texas ("City") and Halff Associates, 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 15th day of October, 2018 for the Lake Pflugerville Improvements and Biehle Property Concept (Lake Pflugerville Phase 1) ("Project") in the amount of \$99,856.00 ; and

WHEREAS, it has become necessary to amend the Agreement to modify the provisions for the Term of Agreement, 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 September 30, 2020.

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

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

Article IV. Compensation to Consultant and Exhibit C (Fee Schedule), shall be amended by increasing/decreasing by \$410,505.00 the amount payable under the Agreement for a total of \$510,361.00, as shown by the attached Addendum to Exhibit C (Fee Schedule).

Article XIV. Conflict of Interest. Shall be hereby revised to add the following provision:

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and

notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

Article XXV. Miscellaneous City Code Provisions. Shall be hereby revised to add the following provision:

Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

2.

Except as amended hereby the remaining 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)

Printed Name: Sereniah Breland

Title: City Manager

Date: _____

(Signature)

Printed Name: M. JAMES HEMONES

Title: DIR. OF LANDSCAPE ARCHT / TEAM LEADER

Date: 7/6/19

APPROVED AS TO FORM:

Charles E. Zech

City Attorney

DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.