

**AMENDMENT NO. 5 TO PROFESSIONAL SERVICES CONTRACT WITH BINKLEY & BARFIELD, INC. FOR ENGINEERING CONSULTING SERVICES**

THIS AMENDMENT NO. 5 to that certain Contract concerning the **2017 SANITARY SEWER REPLACEMENT PROJECT – PHASE 2** and executed on the 27 day of April, 2017 (“the Contract”), by and between the **CITY OF MESQUITE**, a Texas municipal corporation, hereinafter called “CITY,” and **BINKLEY & BARFIELD, INC.**, a Texas corporation, with its principal place of business at 1801 Gateway Boulevard, Suite 101, Richardson, Texas 75080, hereinafter called “ENGINEER,” evidences the parties agree to the following:

1. The Contract is amended to include additional services to be performed by ENGINEER as described in **Exhibit A** attached hereto and to provide additional compensation for said services as follows:

Original Contract Amount:	not to exceed	\$286,950.00
Increase Due to Amendment No. 1	not to exceed	\$24,900.00
Increase Due to Amendment No. 2	not to exceed	\$141,000.00
Increase Due to Amendment No. 3	not to exceed	\$67,500.00
Increase Due to Amendment No. 4	not to exceed	\$36,500.00
Increase Due to Amendment No. 5	not to exceed	\$20,157.50*
New Contract Amount:	not to exceed	<u>\$577,007.50</u>

**\*This amount includes the fees for all Services and Reimbursable Expenses.**

2. To the extent not in conflict with this Amendment, all other terms, provisions, conditions, and obligations of the Contract between CITY and ENGINEER shall remain in full force and effect, and said Contract, as same may have been previously amended, and this Amendment No. 5 shall be construed together as a single contractual agreement. However, in the event of conflict between this Amendment and **Exhibit A**, this Amendment shall control, and the ENGINEER agrees to waive any claim asserting otherwise.

EXECUTED this the \_\_\_\_ day of \_\_\_\_ 2024, by CITY, signing by and through its City Manager, and by ENGINEER acting through its duly authorized officials.

**CITY OF MESQUITE  
(CITY)**

**BINKLEY & BARFIELD, INC.  
(ENGINEER)**

By: \_\_\_\_\_  
Cliff Keheley, City Manager

By: \_\_\_\_\_  
Richard A. Arvizu, P.E., CFM  
Corporate Vice President

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_  
Sonja Land, City Secretary

By: \_\_\_\_\_  
Corporate Secretary

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
David L. Paschall, City Attorney