

SUPPLEMENTAL AGREEMENT No. 5

WHEREAS, **City of Mansfield** (CLIENT) and **Pacheco Koch Consulting Engineers, LLC** (CONSULTANT) made and entered into an agreement dated April 12, 2022 (AGREEMENT); and

WHEREAS, the AGREEMENT involves engineering and surveying services for the FM 157 at FM 917 (PROJECT); and

WHEREAS, it has become necessary to execute Supplemental Agreement No. 5 to said AGREEMENT to include an increased scope of work and revised maximum fee;

NOW THEREFORE, CLIENT and CONSULTANT, acting herein by and through their duly authorized representatives, enter into the following agreement which amends the AGREEMENT;

1.

Article II of the AGREEMENT is amended to include the additional civil engineering services as specified in Exhibit A of the CONSULTANT'S proposal letter dated January 6, 2025, copies of which are attached hereto and incorporated herein. The cost for the additional design services to be performed by CONSULTANT total \$36,500.

2.

Article III of the AGREEMENT is amended to provide for an increase in the amount of \$36,500.00 for a total maximum fee to be paid to CONSULTANT for all work and services performed in the AGREEMENT, as amended, so that the total fee paid by the CLIENT for all work and services shall not exceed the sum of \$432,325.00.

3.

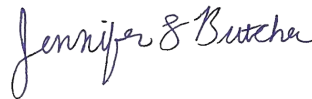
All other provisions of the AGREEMENT which are not expressly amended herein shall remain in full force and effect.

This Supplemental Agreement No. 5 is made on the 6th day of January 6, 2025.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Supplemental Agreement No. 5 on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in effect.

CITY OF MANSFIELD, TEXAS

PACHECO KOCH CONSULTING ENGINEERS,
LLC



Raymond Coffman, P.E.
Director of Engineering Services
Transportation

Jennifer L. Butcher, P.E., PTOE
Regional Traffic/Transportation Lead
Public Infrastructure

SUPPLEMENTAL AGREEMENT NO. 5
EXHIBIT 'A' – SCOPE OF ADDITIONAL SERVICES

FM 157 (S MAIN ST) AT FM 917 (HERITAGE PARKWAY) – RIGHT TURN LANES

BASIC SERVICES:

A. Project Management, Coordination & Permitting

1. Manage the Team:

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Allocate team resources

2. Communications and Reporting:

- Conduct review meetings with the OWNER at the end of each design phase.
- Prepare and submit monthly invoices in the format acceptable to the OWNER.
- Prepare and submit monthly progress reports.
- Provide and project schedule updates.

3. Utility Clearance:

- The CONSULTANT will consult with the OWNER, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design OWNER facilities to avoid or minimize conflicts with existing utilities and consider known potential future utilities in designs. OWNER will coordinate with utility owner(s) related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

EXHIBIT A to Agreement between the City of Mansfield, Texas (“Client”) and Pacheco Koch Consulting Engineers, LLC, (“Pacheco Koch”) for Consulting Services

4. TxDOT Coordination

CONSULTANT will provide coordination with TxDOT of the proposed infrastructure construction. Included in this item are:

1. Research and provide appropriate design specifications.
2. Coordination for final plan approval.
3. Up to one (1) coordination meeting, if required.

5. Bid Book

- Updates to bid book based on the southern sidewalk design revision

6. TxDOT Letter of Permission

- Completion and submission of form to TxDOT

B. Southern Sidewalk Design

Pacheco Koch will update the PROJECT's roadway plan and associated construction drawing sheets to reflect and account for the shifted proposed sidewalk improvement limits.

Included in this item:

- General plan sheet layout updates
- Typical section updates
- Paving plan updates
- Driveway plan and profile updates
- Stormwater Pollution Prevention Plan updates
- Cross section sheet updates
- TxDOT standard updates
- Updated estimate of final construction quantities and final opinions of construction cost with a 10% contingency

C. Drainage Updates

Pacheco Koch will update the PROJECT's drainage plan and associated construction drawing sheets to reflect and account for the shifted proposed sidewalk improvement limits.

Included in this item:

- Proposed conditions drainage area map will be updated to reflect shifted proposed sidewalk improvement limits
- Proposed conditions hydrologic calculations will be performed to calculate the 5-year and 10-year discharge in each drainage basin to analyze proposed ditches and culverts, respectively, according to TxDOT drainage criteria
- Proposed ditch grading will be updated to reflect shifted proposed sidewalk improvement limits

EXHIBIT A to Agreement between the City of Mansfield, Texas (“Client”) and Pacheco Koch Consulting Engineers, LLC, (“Pacheco Koch”) for Consulting Services

- Proposed ditch calculation sheets will be updated to reflect updated proposed ditch grading
- Normal depth hydraulic calculations will be performed to reflect updated proposed ditch grading

D. Easement/Right-of-way Documents

Based on a boundary survey of the site prepared by our office, Pacheco Koch will prepare three (3) separate instrument dedication documents required as a part of development.

Included in this item:

- Survey topography for the southern sidewalk shift (if necessary at no extra cost)
- Dedication statements, survey exhibits and metes and bounds descriptions for each easement/right-of-way dedication.
- Coordination with City and/or franchise utility company staff for review and approval of each easement.
- Coordination with Owners attorney regarding preparation of “Front End” legal documents to be prepared by the attorney.
- Monumentation of easement corners.

Not Included in this item:

- Coordination with property owners.
- Preparation of “Front End” legal documents (to be provided by Owner’s attorney).

Services not included in this contract:

- Updating bid items to 2024 TxDOT Specifications
- Construction inspection services
- As-built surveys of constructed improvements
- Utility coordination meeting(s) to start relocation process with affected franchise utilities
- Reset property corner monumentation disturbed or removed during or after construction
- Phase II Environmental Site Assessments
- Floodplain studies and permitting
- Preliminary and final platting
- Zoning change assistance
- Site Plan layout
- Traffic and parking studies
- Demolition Plan
- Retaining wall design
- Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage

EXHIBIT A to Agreement between
the City of Mansfield, Texas (“Client”)
and Pacheco Koch Consulting
Engineers, LLC, (“Pacheco Koch”) for
Consulting Services

- Detailed layout of walks and hardscape areas, including scoring patterns
- Design of any underfloor drainage systems or grading
- Design of french drain systems around the building perimeters
- Landscape Plan and Irrigation Plan
- Site Lighting Plan
- Off-site roadway, drainage, and utility extensions/improvements
- LEED pursuit
- Construction staking
- Construction Phase services
- Geotechnical engineering
- Pavement Design
- Tree Survey
- Fiberoptic Design
- Subsurface Utility Engineering
- Drainage Studies

END OF EXHIBIT ‘A’

EXHIBIT B to Agreement between the City of Mansfield, Texas (“Client”) and Pacheco Koch Consulting Engineers, LLC, (“Pacheco Koch”) for Consulting Services

**SUPPLEMENTAL AGREEMENT NO. 5
EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT**

**FM 157 (S MAIN ST) AT FM 917 (HERITAGE PARKWAY) – RIGHT TURN
LANES**

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Additional Services, the CONSULTANT shall be compensated on a lump sum basis as summarized below for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services. CONSULTANT shall receive approval from owner before beginning a task.

Basic Services

A. Project Management, Coordination & Permitting	\$6,500
B. Southern Sidewalk Design	\$5,000
C. Drainage Updates	\$10,000
D. Easement/Right-of-Way Documents (3 @ \$5,000 ea)	<u>\$15,000</u>

TOTAL	\$36,500
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METHOD OF PAYMENT:

Pacheco Koch shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Pacheco Koch.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Pacheco Koch plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Pacheco Koch’s cost.

END OF EXHIBIT ‘B’