

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTURAL SERVICES**

This Second Amendment to Professional Services Agreement for Architectural Services (“Second Amendment”) is entered into as of the ____ day of _____, 2024 (the “Amendment Effective Date”), by and between the City of Mansfield, a Texas home-rule municipality (the “City” or the “Owner”), and Perkins & Will, Inc. (the “Architect”) (the “City” and “Architect” may sometimes be referred to individually as a “Party” or collectively as the “Parties”).

WHEREAS, the Parties entered into a Professional Services Agreement for Architectural Services on January 17th, 2024, as amended by that First Amendment (the “Agreement”); and

WHEREAS, the Parties executed a First Amendment to the Agreement to provide for additional survey and roadway design related to the Project in the amount of \$46,500.00; and

WHEREAS, the Parties desire to amend the Agreement to increase the scope of work as set forth in this Second Amendment; and

WHEREAS, the recitals, terms, and conditions of the Agreement are incorporated into this Second Amendment as if fully set forth herein, and defined terms shall have the meaning as assigned to such terms in the Agreement, unless otherwise defined herein.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Additional Service Request:** The Parties agree that the Agreement is hereby amended as provided in the attached **Exhibit A** (“Additional Service Request”), which identifies the additional scope of services needed to provide five different bid packages and associated scope for the Project, and the agreed upon not-to-exceed cost for the additional services is **\$449,900.00**, as more fully shown in **Exhibit A**.
2. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution of this Second Amendment may be accomplished by facsimile or electronic signatures and shall be deemed fully executed upon the exchange among the parties of signed facsimile or electronic copies of this Second Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Second Amendment to be executed by their duly authorized officers and to be effective as of the Amendment Effective Date.

CITY:
CITY OF MANSFIELD, TEXAS

ARCHITECT:
PERKINS & WILL, INC.

By:

By:

ATTEST:

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Exhibit A

ADDITIONAL SERVICE REQUEST

Perkins&Will

Date: 8.23.2024

Don Currise - VIESTE
Madison SanFilippo - REV

Re: Additional Service Request

Deliverable schedule:

Our design fee was based on a traditional deliverable schedule. Moss is recommending a phased delivery of construction documents through 5 separate bid packages that are to be delivered in stages. This process is a-typical and accelerates our production considerably. This acceleration adds a level of complexity and coordination that is beyond that described in the contract. Due to the accelerated needs for these separate packages, the design team is required to submit separate permit packages in order to have approved construction drawings ready for a construction start date of 12.18.24.

Below is a breakdown of the five different bid package schedule and the associated scope.

1st Package Scopes - 09.03.24

Civil (Earthwork & Site Utilities)

2nd Package Scopes - 09.23.24

MEP Underground

Main Electrical Gear & Generator

Elevators

Structure (Foundation & Structural Slab)

3rd Package Scopes - 10.14.24

Canopy

Structure (Steel & Precast)

4th Package Scopes - 11.06.24

Exterior Facade

Food Service

MEPF

LV, Security, & AV

Sports Lighting

5th Package Scopes - 11.25.24

Interior Finishes

Hardscape & Landscape

The following table calculates the adjustments to the design fee from Exhibit B. Breakdown with hours and rates included.

475 Lincoln Street, Suite 100
Denver, Colorado 80203

www.perkinswill.com

Perkins&Will

Date: 8.23.2024

Re: Additional Service Request

Total ASR	\$ 449,900.00
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Deliverable Schedule			\$ 449,900.00
July 29 - December 16			
Company	Role	Hours	Rate
WJHW			
	Design	25	\$ 180.00
	Tech	70	\$ 160.00
			\$ 15,700.00
PW			
	Arch III	550	\$ 175.00
	Proj Arch	250	\$ 220.00
			\$ 151,250.00
MM			
	Proj Eng	300	\$ 160.00
	Tech	840	\$ 125.00
			\$ 153,000.00
ME			
	Proj Eng	210	\$ 180.00
	Eng	250	\$ 170.00
			\$ 80,300.00
KH			
	Design	0	\$ 175.00
	Tech	270	\$ 160.00
			\$ 43,200.00
Camacho*			
	Design	0	\$ 160.00
	Tech	50	\$ 140.00
			\$ 6,450.00

*indicated lump sum

In total, the contract amount is requested to be increased by a lump-sum of \$449,900.00 by the execution of this contract amendment, Exhibit B.

Sincerely,

Jeff Sittner
 Managing Principal
 Perkins&Will