

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

This Third Amendment to Professional Services Agreement for Architectural Services (“Third Amendment”) is entered into as of the _____ day of _____, 2025 (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 & Second 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 a Second Amendment to the Agreement to provide a non-traditional & expediated Deliverable schedule for \$449,900.00; and

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

WHEREAS, the recitals, terms, and conditions of the Agreement are incorporated into this Third 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 Slab on grade changes, budget control log items which help reduce the final GMP and the fee for the Food & Beverage consultant and the agreed upon not-to-exceed cost for the additional services is **\$364,850.00**, 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 Third 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 Third 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 Third Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Third 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