

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT FOR
PROJECT CONTROL SERVICES**

The Professional Services Agreement for Project Control Services entered into by and between the City of Lewisville, Texas, a Texas home rule municipality (the “City”), and Peak Program Value, LLC, a Colorado limited liability company authorized to do business in Texas (the “Consultant”) (collectively, the “Parties”), on December 4, 2023 (the “Agreement”) is hereby amended by the Parties through this First Amendment to Professional Services Agreement for Project Control Services related to Fire Training Structures (the “First Amendment”) to include additional professional services and additional compensation as outlined herein (the “Project”).

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement for Project Control Services (the “Agreement”) dated December 4, 2023 regarding project control services (hereinafter “Services”); and

WHEREAS, City and Consultant desire to amend such Agreement in certain respects set forth herein the First Amendment in order to revise the original scope of services and fees by adding nineteen (19) months of Project Control Services, increase the original Agreement amount of \$93,360 by \$112,320 for a total amount of \$205,680 to compensate Consultant for the additional time and Services required by abnormal subsurface conditions, supply chain interruptions, City changes in scope of work, negotiations on cost and schedule benefiting the City, and other similar impacts, and amend the attachments in order to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated into the body of this First Amendment as if fully set forth herein.

Section 2. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Section 3. Amendments to the Attachments to the Agreement. Attachment “B” (Consultant’s Proposal) attached to the Agreement is hereby deleted in its entirety and replaced with a new Attachment “B” (Consultant’s Proposal) attached hereto as Exhibit 1. Attachment “C” (Schedule) attached to the Agreement is hereby deleted in its entirety and replaced with a new Attachment “C” (Schedule) attached hereto as Exhibit 2.

Section 4. Amendment to Section 4. Compensation. The first sentence of “Section 4. Compensation” is hereby deleted in its entirety and replaced with the following:

“The total fee for services provided under this Agreement shall not exceed two hundred and five thousand six hundred eighty dollars (\$205,680.00).”

Section 5. Amendment to Section 9. Time of Completion. “Section 9. Time of Completion” is hereby deleted in its entirety and replaced with a new Section 9, to read as follows:

“EFFECTIVE DATE; TERM; TIMING OF SERVICES. The effective date of this Agreement shall be the date upon which the Agreement is executed by both Parties (the “Effective Date”). The term of this Agreement shall be from the Effective Date until the date that final payment for services rendered hereunder is disbursed to Consultant by the City, except that the period of performance for all services provided by the Consultant hereunder shall end on March 31, 2026. The Consultant shall align the timing of the performance of the services provided hereunder with the Project contractor’s schedule, attached hereto as Attachment “C”, to the extent over which the Consultant has control.”

Section 6. Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 7. Successors and Assigns. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

Section 8. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

Section 9. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

Section 10. Effective Date. The effective date of this First Amendment shall be the date of execution of this First Amendment by both parties hereto.

Section 11. Authorization. This First Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute this First Amendment on behalf of the City.

SIGNATURE PAGE FOLLOWS

CITY OF LEWISVILLE, TEXAS

Approved by the City of Lewisville

By: _____

Date: _____

PEAK PROGRAM VALUE, LLC



By: _____

Chris Squadra, Principal

Date: May 6, 2026

CITY OF LEWISVILLE

151 West Church Street
Lewisville, Texas 75057