

**SECOND AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR  
THE BROUSSARD GROUP, INC. DBA TBG PARTNERS**

This Second Amendment (this “Second Amendment”) amends the Professional Services Agreement for The Broussard Group, Inc. dba TBG Partners, related to the Timber Creek Trail Project, entered into by and between the City of Lewisville, Texas (the “City”) and The Broussard Group, Inc. dba TBG Partners, a Texas corporation (the “Consultant”) (collectively the “Parties”), as amended.

**WITNESSETH:**

**WHEREAS**, the Parties entered into the Professional Services Agreement for The Broussard Group, Inc. dba TBG Partners (the “Original Agreement”) on June 7, 2021, for the design of a 12’ wide concrete off- street hike and bike trail, the Timber Creek Trail Project; and

**WHEREAS**, the Parties entered into a First Amendment to the Original Agreement (the “First Amendment”), dated February 28, 2022, wherein the Parties amended the Original Agreement to include additional services for the environmental survey at Timber Creek Trail, and increased the original fee amount by \$13,010.00, from \$418,000.00 to \$431,010.00 (the Original Agreement as amended by the First Amendment, hereinafter collectively referred to as the “Agreement” and attached hereto as Exhibit “1”); and

**WHEREAS**, the Parties agree that Tasks One through Six, detailed in the Agreement, and Tasks One and Two, detailed in the First Amendment, have been completed and paid; and

**WHEREAS**, City and Consultant desire to amend such Agreement in certain respects set forth in this Second Amendment in order to 1) add additional services to Task 7, including but not limited to Easement Preparation Services, Updated Survey, Design Revisions, Trail Layout Modifications in light of recent commercial construction, and TxDOT requested Hydraulic Modeling and Scour Analysis; 2) amend the schedule; and 3) increase the fee amount by \$118,250.00 for a total fee amount of \$549,260.00.

**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 Second Amendment as if fully set forth herein.

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

**Section 3. Amendment to Section I. Project.** Task Seven of “Section I. Project” of the Agreement is hereby amended to add the deliverables described in Attachment “B” –Scope of Work, attached hereto as Exhibit “2.” This amendment to Section I does not amend or delete the following provisions: Tasks One through Six and Eight through Ten, Special Services, TBG Proposal Assumptions, or Budget.

**Section 4. Addition of Section II. Notice.** The following section, “Section II. Notice,” is added to the Agreement:

## **II. NOTICE**

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

If to Contractor, to:  
The Broussard Group, Inc. dba TBG Partners  
Attn: Seth Atwell, Managing Principal  
2001 Bryan Street, Ste 1450  
Dallas, TX 75201

If to City, to:  
City of Lewisville  
Attn: Earl Whitaker, Managing Director  
151 W. Church Street  
Lewisville, Texas 75057

**Section 5. Amendments to Section III. Compensation.** “Section III. Compensation” of the Agreement is hereby amended to increase the total Agreement fee from \$431,010.00 to a total amount not to exceed \$549,260.00, as more specifically set forth in Exhibit “2” hereto. Further, the table located in Section III is hereby amended to increase Task Seven’s lump sum fee from \$75,000.00 to \$193,250.00. All other provisions and requirements in Section III shall remain in effect.

**Section 6.** Amendment to Section VIII. Time of Completion. “Section VIII. Time of Completion” of the Agreement is hereby deleted and replaced with the following:

“The effective date of this Agreement shall be the date upon which this Agreement is executed by both Parties. A project schedule, described in Attachment “B” – Scope of Work, is hereby included in this Agreement by reference. Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control. Any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The Director of Parks and Recreation or her designee may approve changes to the schedule, so long as the date of final completion of construction does not extend more than one year past the date as set forth in Attachment “B”– Scope of Work. Significant deviations, delays or pauses to the schedule may be grounds for Additional Services.”

**Section 7.** Amendment to Add New Attachment “B” – Scope of Work. A new Attachment “B”, attached hereto as Exhibit “2”, is hereby added to the Agreement.

**Section 8.** Severability. In case any one or more of the provisions contained in this Second 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 Second Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 9.** Successors and Assigns. This Second 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 10.** Counterparts. This Second 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 11.** Effect on Agreement; Integration. Except as specifically amended by this Second Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this Second Amendment. In the event of any conflict or inconsistency between this Second Amendment and the Agreement, the terms and provisions of this Second Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

**Section 12.** Effective Date. The effective date of this Second Amendment shall be the date of execution of this Second Amendment by both Parties hereto.

**Section 13. Authorization.** This Second Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute this Second Amendment on behalf of the City.

**(SIGNATURES ON FOLLOWING PAGE)**

**IN WITNESS WHEREOF**, the Parties have executed and entered into this Second Amendment on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF LEWISVILLE, TEXAS:**

\_\_\_\_\_  
Claire Powell, City Manager

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Thomas Harris III, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Lizbeth Plaster, City Attorney

**CONSULTANT: THE BROUSSARD GROUP, INC. DBA TBG PARTNERS**

By:

  
Seth Atwell, Managing Principal

08.27.2024

Date

Attachments and Exhibits:

- Exhibit "1": Professional Services Agreement for The Broussard Group, Inc. dba TBG Partners and Amendment #1 Timber Creek Trail
- Exhibit "2": Attachment "B" - Scope of Work