

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

This Third Amendment is related to the Professional Services Agreement for Project Control Services related to the Lewisville Public Safety Campus project between the City of Lewisville, Texas and Peak Program Value, LLC (this “Third Amendment”), and is entered into by and between the City of Lewisville, Texas (the “City”) and Peak Program Value, LLC (the “Consultant”) (collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into an Agreement (the “Original Agreement”) dated December 20, 2021 regarding Consultant’s services (hereinafter “Services”); and the First Amendment to the Original Agreement dated December 19, 2022; and the Second Amendment to the Original Agreement dated May 20, 2025 (collectively the “Current Agreement”); and

**WHEREAS**, due to abnormal weather, supply chain interruptions, Contractor non-performance, City changes in scope of work, negotiations on cost, schedule and quality benefiting the City, and ambiguities/omissions in the architect’s contract documents defining the Work for the CMAR now completed, the City required the Services provided by the Consultant for a period of time beyond the September 30, 2025 completion date in the Current Agreement; and

**WHEREAS**, City and Consultant desire to amend such Current Agreement in certain respects set forth herein in order to revise the duration of the Services and corresponding fees by adding four (4) months of such Services and increase the Current Agreement amount of \$3,065,032.00 by \$287,712 for a total amount of \$3,352,744.00, and amend the exhibits and 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 Third Amendment as if fully set forth herein.

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

**Section 3. Amendment to Attachment C of the Current Agreement.** Attachment C – Scope of Services, Compensation & Schedule attached to the Current Agreement is hereby deleted in its entirety and replaced with the new Attachment C, attached hereto as Exhibit 1.

**Section 4. Amendment to Section 3 (Compensation) of the Current Agreement.** The first sentence of “Section 3. Compensation” of the Current Agreement is hereby deleted in its entirety and replaced with the following:

“The total fee for services provided under this Agreement shall not exceed \$3,352,744.00  
- see Attachment C for details.”

**Section 5. Severability.** In case any one or more of the provisions contained in this Third 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 Third Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 6. Successors and Assigns.** This Third 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 7. Counterparts.** This Third 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 8. Effect on Agreement; Integration.** Except as specifically amended by this Third Amendment, all other terms and provisions of the Current Agreement shall remain in full force and effect, and as applicable, shall apply to this Third Amendment. In the event of any conflict or inconsistency between this Third Amendment and the Current Agreement, the terms and provisions of this Third Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

**Section 9. Effective Date.** The effective date of this Third Amendment shall be the date of execution of this Third Amendment by both parties hereto.

**Section 10. Authorization.** This Third Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute this Third 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