

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR  
ENGINEERING DESIGN SERVICES FOR THE DENTON COUNTY LEVEE  
IMPROVEMENT DISTRICT TRAIL PROJECT**

This Second Amendment to the Agreement, hereinafter defined (this “Second Amendment”), is entered into by and between the City of Lewisville, Texas, a home rule city and municipal corporation principally situated in Denton County, Texas (the “City”) and Halff Associates, Inc., a Texas corporation (the “Consultant”) (collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into the Professional Services Agreement for Engineering Design Services for the Denton County Levee Improvement District Trail Project (the “Original Agreement”) on October 7, 2024, for the design of a concrete walking trail, the Denton County Levee Improvement District (DCLID) Trail Project; and

**WHEREAS**, the Parties entered into a First Amendment to the Original Agreement (the “First Amendment”), dated August 9, 2025, wherein the Parties amended the Original Agreement to include additional services for the structural design and easement exhibits at DCLID Trail, and increased the original fee amount by \$45,500.00, from \$462,700.00 to \$508,200.00 (the Original Agreement as amended by the First Amendment, hereinafter collectively referred to as the “Agreement” and attached hereto as Exhibit “1”); and

**WHEREAS**, City and Consultant desire to amend such Agreement in certain respects set forth in this Second Amendment to add additional services, including but not limited to Property Appraisal Services and Temporary and Permanent Easement Acquisition Assistance, and increase the fee amount by \$66,500.00 for a total fee amount of \$574,700.00.

**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. Amendments to Section 4. Compensation.** “Section 4. Compensation” of the Agreement is hereby amended to increase the total Agreement fee from \$508,200.00 to a total amount not to exceed \$574,700.00, as more specifically set forth in Attachment “B,” as amended herein.

**Section 4. Amendment to Attachments.** Attachment “B” to the Agreement is hereby amended to include Exhibit “2,” attached hereto.

**Section 5. Amendments and Waivers.** This Second Amendment may be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.

**Section 6. 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 7. 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 8. 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 9. 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 10. Effective Date.** The effective date of this Second Amendment shall be the date of execution of this Second Amendment by both Parties hereto.

**Section 11. 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 \_\_\_\_, 2025.

**CITY OF LEWISVILLE, TEXAS:**

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Jennifer Malone-Ippolito, City Secretary

APPROVED AS TO FORM:

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

**CONSULTANT: HALFF ASSOCIATES, INC.**

By:



Todd A. Woodson, Vice President

\_\_\_\_\_  
September 9, 2025

Date

Exhibits:

Exhibit "1": Original Agreement and First Amendment

Exhibit "2": Scope of Services - Supplemental Agreement No. 2