

**THIRD AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR  
PRAIRIE CREEK WASTEWATER TREATMENT PLANT II AERATION BASIN  
EXPANSION PRECONSTRUCTION AND CONSTRUCTION PHASE SERVICES**

This Third Amendment is related to the Professional Services Agreement for Project Control Services related to the Lewisville Prairie Creek Wastewater Treatment Plant II Aeration Basin Expansion project between the City of Lewisville, Texas and OCMI, Inc. (this “Third Amendment”), and is entered into by and between the City of Lewisville, Texas (the “City”) and OCMI, Inc. (the “Consultant”) (collectively the “Parties”).

**WITNESSETH:**

**WHEREAS**, the Parties entered into a Professional Services Agreement dated April 1, 2024, attached hereto as **Exhibit 1**; amended on July 24, 2024 to reduce the total not-to-exceed pricing from \$908,062.00 to \$802,188.00 due to a miscalculation on the original project fee schedule, attached hereto as **Exhibit 2**; and amended on April 21, 2025 to reallocate funding from section IIIa of the original fee schedule to section Ib for pre-construction services, attached hereto as **Exhibit 3** (collectively, the “Agreement”); regarding Consultant’s services (the “Services”) on the Prairie Creek Wastewater Treatment Plant II Aeration Basin Expansion Project (the “Project”); and

**WHEREAS**, due to the transition from a construction manager at-risk (CMAR) to a competitive sealed proposal construction delivery method and changes to the pre-construction timeline, City and Consultant desire to amend such Agreement in certain respects set forth herein in order to revise the scope of the Services and corresponding fees by adding additional pre-construction services, removing construction period services, which will be procured by separate agreement, and decreasing the total Agreement compensation amount of \$802,188.00 by \$555,211.00 for a total amount of \$246,977.00.

**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 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 Agreement.

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

“The total fee for services provided under this Agreement shall not exceed \$246,977 as set forth in Attachment “B”.”

**Section 4. Amendment to Attachment “B” of 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 4**.

**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 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 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:**

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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED AS TO FORM:

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

CONSULTANT:

**OCMI, INC.**

By: 

\_\_\_\_\_  
Neil Murphy, President

Date

**7/22/2025**  
\_\_\_\_\_

**EXHIBIT 1**  
**Original Professional Service Agreement and Exhibits**

**EXHIBIT 2**  
**First Amendment to the Agreement**

**Exhibit 3**  
**Second Amendment to the Agreement**

**Exhibit 4**  
**Attachment B**  
**Consultant's Proposal**