

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
(WATER PLANT PUMP STATION EXPANSION AND  
WATER TRANSMISSION MAIN PIPELINE)**

This **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (the “Amendment”) is made and entered into by and between **NEW BRAUNFELS UTILITIES**, a Texas municipal owned utility (“NBU”), and **AMATERRA ENVIRONMENTAL, INC.**, a Texas corporation (the “Professional”) (collectively, “the Parties”).

**RECITALS**

WHEREAS, NBU and the Professional entered into a Professional Services Agreement dated June 28, 2019 (the “Agreement”), for archeologically-related project management and preliminary coordination, pre-field preparation, and targeted surveying/testing services (collectively the “Services”) for the Water Plant Pump Station Expansion and Water Transmission Main Pipeline Project (the “Project”) to be completed by December 1, 2021;

WHEREAS, NBU and the Professional included supplemental services in the Agreement, whereby NBU and the Professional would agree in writing to engage such supplemental services at a later date, if needed;

WHEREAS, the Agreement requires NBU and the Professional to agree in writing to (i) engage the supplemental services, (ii) define a change to the time of completion for the supplemental services, and (iii) authorize the related compensation for the supplemental services;

WHEREAS, NBU and the Professional desire to engage Supplemental Services Task 2 – Water Pump Station Interim Report Preparation Services, in the amount of \$10,874, Supplemental Services Task 3 – Water Pump Station Water Pump Station Analysis and Reporting in the amount of \$76,467, and Supplemental Services Task 4 – Water Pump Station Curation in the amount of \$36,850, (the “Supplemental Services Tasks 2-4”) for a total amount of \$124,191, in order to complete the Project;

WHEREAS, the original construction schedule for the Project was delayed, which requires NBU and the Professional to extend the completion time for the Services;

WHEREAS, NBU and the Professional desire to (i) engage Supplemental Services Tasks 2-4, (ii) authorize the related compensation for the supplemental services, (iii) amend the time of completion for the supplemental services, and (iv) amend the completion date of the Services to June 30, 2023.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, as follows:

## AGREEMENT

Section 1. Amendment to Exhibit A. Exhibit A to the Agreement is hereby amended, in part, as described by Exhibit A to this First Amendment as of the effective date of this First Amendment.

Section 2. Engage Supplemental Services; Authorize Compensation. NBU and the Professional hereby agree to engage Supplemental Services Tasks 2-4 described in Exhibit A of the Agreement and authorize payment of Supplemental Services Tasks 2-4 as described in Exhibit B of the Agreement.

Section 3. Time of Completion for Supplemental Services. NBU and the Professional hereby agree that the Professional shall complete Supplemental Services Tasks 2-4 as described by Exhibit A of this First Amendment.

Section 4. Remaining Terms. Except as stated herein, all other terms and conditions of the Agreement remain in full force and effect.

Section 5. Entire Agreement. This First Amendment, together with the Agreement, (collectively referred to as the "Agreement") sets forth the entire understanding of NBU and the Professional and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

Section 6. Binding Effect. This First Amendment will extend to and be binding upon NBU and the Professional and their respective successors and permitted assigns.

Section 7. Severability. If any term or provision of this First Amendment is held to be invalid, illegal, or unenforceable in any respect under applicable law, the legality, validity or enforceability of the remaining terms or provisions of this First Amendment shall not be affected thereby, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 8. Governing Law. This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas.

*(The remainder of this page is intentionally left blank.)*

**IN WITNESS WHEREOF**, the Parties hereto, upon lawful approval and authority, have executed this Amendment on this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**NBU:**

**NEW BRAUNFELS UTILITIES,**  
a Texas municipal owned utility

By: \_\_\_\_\_  
Name: Ian Taylor  
Title: CEO

**THE PROFESSIONAL:**

**AMATERRA ENVIRONMENTAL, INC.**  
a Texas corporation

By: Jill S. Madden  
Name: Jill S. Madden  
Title: President

Exhibit A

Services

NO CHANGE

**BASIC SERVICES.**

NO CHANGE

**SUPPLEMENTAL SERVICES.**

NO CHANGE

**TIME OF COMPLETION:** The Professional is authorized to commence work on the Services and Supplemental Services Tasks 2-4 upon execution of this Agreement and agrees to complete the Services and Supplemental Services Tasks 2-4 in accordance with the following schedules:

PUMP STATION PROJECT

Services Milestone/Deliverable	Start/Completion Date
Preliminary Coordination, Pre-field Preparation, and Surveying Field Testing	5/18/19-6/30/23
Supplemental Services Milestones and Deliverables	Supplemental Services Start/Completion Date
Mitigation Excavation	NO CHANGE
Interim Report THC Delivery and Approval	NO CHANGE
Draft Report Additions	11/1/19-6/30/23
Curation Preparation and Submittal	11/1/19-6/30/23
Permit Clearance and Project Closeout	6/30/23

PIPELINE PROJECT

Services Milestone/Deliverable	Start/Completion Date
Preliminary Coordination, Pre-field Preparation, and Surveying Field Testing	5/18/19-6/30/23
Supplemental Services Milestones and Deliverables	Supplemental Services Start/Completion Date
Mitigation Excavation	NO CHANGE
Interim Report THC Delivery and Approval	NO CHANGE
Draft Report Additions	NO CHANGE
Curation Preparation and Submittal	2/1/20-6/30/23
Permit Clearance and Project Closeout	6/30/23

The Professional shall receive prior written approval from NBU before commencing work on Supplemental Services Tasks 1 and 5.