

AMENDMENT NO. 1

AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ENVIRONMENTAL MITIGATION SERVICES
BETWEEN
THREE RIVERS LEVEE IMPROVEMENT AUTHORITY AND
RESTORATION RESOURCES

THIS FIRST AMENDATORY AGREEMENT is made effective May 24th, 2011, by and between Three Rivers Levee Improvement Authority ("TRLIA") and Restoration Resources ("the Consultant"), who agree as follows:


1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. Effective July 20, 2010 the parties entered into an Agreement for Professional Services relating to Environmental Mitigation Services for TRLIA's Construction Program.
 - 1.2. Article C.24 of the AGREEMENT, states that modifications or amendments to the terms of the AGREEMENT shall be in writing and executed by both parties;
 - 1.3. TRLIA and the CONSULTANT desire to amend the AGREEMENT;

NOW, THEREFORE, TRLIA and the CONSULTANT agree as follows.

2. **First Amendment to Agreement.** The Professional Services Agreement is hereby amended as follows:
 - 2.1. The scope of services (Attachment A to the Agreement for Professional Services between TRLIA and CTA.) is amended by the addition of effort to the original tasks described in the Change Order No. 1 attached to this amendment agreement.
 - 2.2. The payment, budget, and not-to-exceed amounts, Condition B.1 in Attachment B to the Agreement for Professional Services between TRLIA and Restoration Resources are amended to include the additional amount of \$6,450 for a total contract amount of \$140,790.
3. **No Effect on Other Provisions.** Except for the amendments in Section 2, the remaining provisions of the Professional Services Agreement shall be unaffected and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on May 24th, 2011.

THREE RIVERS LEVEE
IMPROVEMENT AUTHORITY



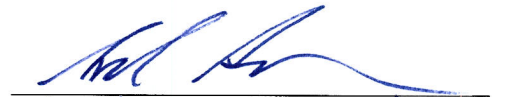
Paul G. Brunner
Executive Director

RESTORATION RESOURCES



Riley Swift
President

APPROVED AS TO FORM:
SCOTT L. SHAPIRO
GENERAL COUNSEL



Amanda Pearson for Scott Shapiro