

AMENDMENT TO AGREEMENT

Nov. ^{19th} THIS AMENDMENT TO AGREEMENT, made and entered into on this 19th day of Nov., 2015, by and between **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Fayette County, Kentucky 40507 ("**OWNER**"), and **TETRA TECH, INC.**, with offices located at 424 Lewis Hargett Circle, Suite 110, Lexington, KY 40503 ("**CONSULTANT**").

WHEREAS, **OWNER** and **CONSULTANT** entered into an Engineering Services Agreement dated November 20, 2014 (hereinafter referred to as the "Agreement"), whereby **CONSULTANT** agreed to provide engineering services for Municipal Separate Storm Sewer System (MS4) Annual Program Management for **OWNER** as set forth in the Agreement and in RFP #57-2014 (the "**PROJECT**"); and

WHEREAS, the Agreement provided for an initial one (1) year term with a provision for annual renewal for up to four (4) additional one (1) year periods upon mutual agreement of **OWNER** and **CONSULTANT**; and

WHEREAS, **OWNER'S** MS4 permit was not renewed by the Kentucky Division of Water until spring 2015; and

WHEREAS, **OWNER** and **CONSULTANT** are in agreement that the initial term of the Agreement should be amended to a term of sixteen (16) months, so as to more closely align with the MS4 permit cycle.

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

1. That the above recitals are incorporated herein by reference as if fully stated.
2. The initial term of the Agreement shall be extended until March 31, 2016, at no additional cost to **OWNER**. Such extension shall have no effect on the number of renewals, and up to four (1) additional one (1) year renewals are permitted upon mutual agreement of the parties following the expiration of the initial term on March 31, 2016.
3. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as stated in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to Agreement as the day, month, and year first written above.

OWNER:

CONSULTANT:

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

TETRA TECH, INC.

BY:

JIM GRAY
MAYOR

BY:

Richard W. Walker
RICHARD W. WALKER, P.E.
VICE PRESIDENT

ATTEST:

M. D. Maller
URBAN COUNTY COUNCIL CLERK

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FAYETTE)

The foregoing Amendment to Agreement was subscribed, sworn to and acknowledged before me by RICHARD W. WALKER, as the duly authorized representative for and on behalf of TETRA TECH, INC., on this the 23rd day of OCTOBER, 2015.

My commission expires MY COMMISSION EXPIRES MAY 15, 2016.

Mary Humer
NOTARY PUBLIC

Notary ID# 466331