

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT made and entered into on this _____ day of _____, 2014, 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 (hereinafter referred to as "GOVERNMENT"), and **AMEC Environment & Infrastructure, Inc.** (formerly known as AMEC Earth & Environmental, Inc.), whose post office address is 2456 Fortune Drive, Suite 1000, Lexington, Kentucky 40509 (hereinafter referred to as "CONSULTANT").

WHEREAS, GOVERNMENT and CONSULTANT entered into an Agreement dated January 20, 2011 ("Agreement"), for performance by CONSULTANT of Phase I and Phase II Environmental Site Assessments and clean-up plans for petroleum-contaminated properties identified by the GOVERNMENT, as funded by the U.S. Environmental Protection Agency in the Brownfields Assessment and Cleanup Cooperative Agreement (BF-95461610-1) and on December 1, 2011 amended the existing agreement to add additional EPA grant funds for performance by CONSULTANT of Phase I and Phase II Environmental Site Assessments and clean-up plans for hazardous substance contaminated properties identified by the GOVERNMENT, as funded by the U.S. Environmental Protection Agency in the Brownfields Assessment and Cleanup Cooperative Agreement (BF-95461610-1) ;

WHEREAS, the GOVERNMENT has agreed to amend "Agreement" with AMEC to provide an additional \$6,362.83 for additional site assessment work and clean up planning at properties currently participating in the brownfield program.

WHEREAS, the GOVERNMENT'S responsibility for ensuring compliance with all grant requirements necessitates a written agreement with the CONSULTANT;

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

1. Section III, entitled "PAYMENT" shall be amended in its entirety to read as follows:

"It is expressly agreed and understood that the total amount to be paid by the GOVERNMENT under this Agreement shall not exceed \$393,012.83 for Phase I and Phase II Environmental Site Assessments and clean-up plans for both petroleum-contaminated and hazardous substances contaminated properties. The CONSULTANT shall invoice the GOVERNMENT for the reimbursement of actual expenditures incurred in accordance with the approved budget, contained in approved work plan and CONSULTANT'S proposal and with CONSULTANT'S amended proposal dated September 23, 2011. CONSULTANT'S invoice must be for the services specified in the approved budget and/or for activities conducted at the direction of GOVERNMENT.

CONSULTANT will invoice GOVERNMENT monthly for services performed during the prior month. GOVERNMENT will pay all undisputed invoice charges within thirty (30) days of invoice date."

2. In all other respects, except as specifically modified herein, the terms of the Agreement dated January 20, 2011, shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

Mayor

ATTEST:

Clerk of Urban County Council

AMEC ENVIRONMENT & INFRASTRUCTURE, INC.

BY _____

Printed Name Title