

AMENDMENT TO AGREEMENT

THIS AMENDMENT made and entered into on this ____ day of _____, 2011, 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;

WHEREAS, the GOVERNMENT has been awarded additional federal funding in the Brownfields Assessment and Cleanup Cooperative Agreement from the U.S. Environmental Protection Agency for assessments and clean-up plans for hazardous substances contaminated sites (BF-95461610-1);

WHEREAS, the GOVERNMENT'S approved work plan for additional funding provides for completion of an estimated 20 Phase I Environmental Site Assessments, 10 Phase II Environmental Site Assessments, and development of five cleanup plans for hazardous- substances contaminated properties;

WHEREAS, GOVERNMENT has agreed to amend "Agreement" with CONSULTANT to provide for performance of the additional environmental consulting services.

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 II, entitled "TIME OF PERFORMANCE" shall be amended in its entirety to read as follows:

"The term of this Agreement shall be January 15, 2011, through September 30, 2014. Completion of Final Report, in accordance with the requirements of the granting agency shall be completed and submitted no later than December 29, 2014."

2. 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 \$386,650 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."

3. Section V, entitled "GENERAL CONDITIONS" Paragraph E. shall be amended in its entirety to read as follows:

"The CONSULTANT shall comply with all provisions of the RFP, its Response thereto, and its amended proposal dated September 23, 2011, all of which are incorporated herein by reference. If any term of the RFP, the Response, the amended proposal dated September 23, 2011, and/or this Agreement conflict, the terms of the Agreement shall prevail over the RFP, the Response, and the amended proposal dated September 23, 2011, and the terms of the RFP shall prevail over the Response and the amended proposal dated September 23, 2011."

4. 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  _____

Robert D. Money Environmental Mgr.
Printed Name Title