

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, is made and entered into on this ____ day of _____, 2012, 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 **Third Rock Consultants, Inc.**, whose post office address is 2526 Regency Road, Suite 180, Lexington, Kentucky 40503 (hereinafter referred to as "CONSULTANT").

WHEREAS, the GOVERNMENT has been awarded federal funds from the Commonwealth of Kentucky Energy and Environment Cabinet, Department for Environmental Protection, Kentucky Division of Water (Award No. C9994861-09); and

WHEREAS, the funds were awarded to the Commonwealth of Kentucky by the U.S. Environmental Protection Agency under Section 319(h) of the Clean Water Act; and

WHEREAS, the GOVERNMENT'S approved work plan provides for completion of an initial phase of a watershed based plan for Wolf Run creek; and

WHEREAS, GOVERNMENT selected CONSULTANT to perform services for Environmental Consulting Services – Wolf Run Watershed Plan as described in an Agreement executed pursuant to Resolution No. 655-10, passed December 16, 2010 (hereinafter "Agreement"); and

WHEREAS, the GOVERNMENT has determined that additional services are necessary to complete the subject project and GOVERNMENT and CONSULTANT have agreed to amend their original agreement to provide for such services;

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. That section **I. SCOPE OF SERVICES** in the Agreement is amended by adding a new paragraph B. to read as follows:

B. Additional Activities.

The CONSULTANT will be responsible for the specific tasks identified in the Scope of Work, attached to the Amendment to Agreement as EXHIBIT B, which exhibit is hereby incorporated herein by reference as if fully set forth herein. All services shall be performed in a manner satisfactory to the GOVERNMENT and in compliance with all local, state, and federal laws and regulations.

2. That section **II. TIME OF PERFORMANCE** in the Agreement is amended to read as follows:

The term of this Agreement shall be September 1, 2010 through March 31, 2013, as provided in the Amendment to Agreement.

3. That section **III. PAYMENT** in the Agreement is amended to read as follows:

It is expressly agreed and understood that the additional amount to be paid pursuant to the Amendment to Agreement shall not exceed \$13,500 and the total amount to be paid by the GOVERNMENT under this Agreement as amended shall not exceed \$190,700. The CONSULTANT shall invoice the GOVERNMENT for the reimbursement of actual expenditures incurred in accordance with the approved budget. CONSULTANT'S invoice must be for the services specified in the approved budget.

4. That all other terms of the Agreement shall remain in full force and effect except as specifically amended by this Amendment to Agreement.

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

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

THIRD ROCK CONSULTANTS, INC.

BY _____

Molly F. Davis

Molly F. Davis, President

Printed Name

Title

SCOPE OF SERVICES

Additional tasks associated with the on-going development of the Wolf Run Watershed Plan and completion of a plan for the Wolf Run watershed:

1. **Reduction Goals and BMPs** – Third Rock will calculate reduction goals within the watershed and provide a projection of the number and type of BMPs required to meet such goals. This task will include the analysis of the impairments and pollutant loads on a sub watershed basis and of the reduction rates available for a variety of BMPs.

2. **Implementation Plan Development** – Third Rock will support stakeholders in the development of an implementation plan for the watershed. The LFUCG or their designee will identify stakeholders, and coordinate meetings; Third Rock will provide technical support as needed. The implementation plan will include generalized costs estimation, identification of funding opportunities, establishment of measurable goals and milestones, and an implementation schedule. Third Rock's involvement will include technical assistance in BMP identification, compilation of implementation plan, and facilitation of stakeholder meetings. Third Rock will not be responsible to directly identify responsible parties or stakeholders, or for coordination of meetings.

3. **Develop Implementation Organization and Oversight Structure** - Third Rock will assist the LFUCG and the Wolf Run Watershed Council in the development of an organization and outreach structure in order to ensure that the plan is implemented and success is monitored. A plan for reevaluation of the implementation process, the implementation organization, and the watershed goals will be developed as part of this process. Third Rock will facilitate council meetings to ensure that these elements meet the watershed-based plan minimum requirements.

4. **Wolf Run Watershed-Based Plan Document** – Third Rock will use the information developed in the elements above to complete the watershed-based plan.

5. **Public Involvement** - A maximum of 9 meetings will be attended by Third Rock to accomplish these tasks. These meetings will include 5 meetings with the Watershed Council and 4 project team technical meetings.

SCHEDULE

Third Rock will provide the project team technical information and guidance as needed to support the development of the implementation plan, organization and oversight structures. A draft of the Watershed Plan will be presented to LFUCG by December 31, 2012 for review and comment. A final draft will be developed from LFUCG's comments for submission to the Kentucky Division of Water by January 31, 2013. Schedules are dependent on the progress of stakeholders to advance the decision-making process for components of the Implementation Plan.

EXHIBIT B