

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AN AGREEMENT, is made and entered into on this _____ day of _____, 2018, 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 OPINIONWORKS, LLC, 7 Willow Street, Annapolis, MD 21401 (**CONSULTANT**).

WHEREAS, **OWNER** and **CONSULTANT** entered into a Consultant Services Agreement dated December 7, 2017 (“Agreement”) for performance by **CONSULTANT** of public survey and research services related to stormwater and water quality education;

WHEREAS, the parties desire to amend the Agreement to expand the scope of the Agreement to provide for performance of additional services by **CONSULTANT**, including but not limited to conducting four focus groups related to stormwater and water quality topics, as provided in Consultant’s Proposal for Additional Services dated May 7, 2018, which is attached hereto and incorporated herein by reference;

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. Section 1, “BASIC SERVICES OF CONSULTANT,” second paragraph, shall be amended in its entirety to read as follows:

“The following documents are incorporated by reference herein as if fully stated and are attached hereto as exhibits: RFP No. 43-2017 (Exhibit “A”), Consultant’s Response dated October 27, 2017 (Exhibit “B”), and Consultant’s Proposal for Additional Services (Exhibit “C”) dated May 7, 2018.”

2. Section 1, “BASIC SERVICES OF CONSULTANT,” numbered paragraph 2 shall be amended in its entirety to read as follows:

“On the basis of “Selection Criteria” in the “Request for Proposal”, attached in Exhibit “A”, prepare/perform all required deliverables listed in the Request for Proposal, and the Consultant’s Proposal for Additional Services, Exhibit “C”. See Exhibits “A” and “C” for complete listing of all deliverables.

3. A new subsection of Section 5.1, “Methods of Payment for Services of Consultant”, be and hereby is created as “Section 5.1.2 For Additional Services”, to read as follows.

“All Lump Sum Pricing shall include all direct labor and supervision necessary to complete the item in a manner that meets or exceeds the OWNER’S satisfaction. It shall also include the labor payroll costs, overhead (such as unemployment taxes, general liability insurance, rent, utilities, phones, supplies, administrative salaries, F.I.C.A. sick and vacations, etc.) equipment, materials, profit and all other costs used on the job. The negotiated maximum cost of the services listed in Exhibit “C” is \$20,000.”

4. In all other respects, except as specifically modified herein, the terms of the Agreement dated December 7, 2017 shall remain in full force and effect with respect to the provisions outlined therein.

IN WITNESS WHEREOF, the parties executed this Amendment at Lexington, Kentucky, the day, month, and year above written.

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

OPINIONWORKS, LLC

BY: _____

Printed Name

Title