

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AN AGREEMENT, is made and entered into on this 17 day of May, 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.

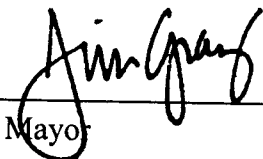
3. A new subsection of Section 5.1, “Methods of Payment for Services of Consultant”, be and hereby is created as “Section 5.1.2 For Additional Services”, to read as follows.

“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: 

STEVEN R. RAABE PRESIDENT
Printed Name Title

May 7, 2018

Angela Poe
Public Information and Engagement
Environmental Quality & Public Works
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507

Dear Ms. Poe:

OpinionWorks, LLC is pleased to submit this proposal for additional services to Contract 318-2017 with Lexington-Fayette Urban County Government (LFUCG). The following tasks shall be performed for an additional fee of \$20,000.

OpinionWorks, LLC agrees to conduct a series of four focus groups in Lexington, with a target of 6 to 8 participants per group. LFUCG agrees to secure a location(s) for conducting the focus groups.

Focus group audiences shall include:

- Landscape/lawn care professionals (1 group)
- Dog owners who live in apartments (1 group)
- TBD based on survey results (2 groups)

Some topics will be audience-specific, others will be discussed with all focus groups. Topics shall include:

- Motivations, behaviors, etc. related to the audience (landscape/lawn care practices, picking up after dogs, etc.)
- (All) Reporting spills and how best to communicate that need with the public
- (All) Preference for environmental or community-focused message framing for stormwater messaging
- (All) What do people identify as their local community? (e.g., Lexington, their neighborhood, the Bluegrass, etc.)

For each of the four focus groups, OpinionWorks, LLC shall:

- ❖ Plan and develop the moderator's discussion guides
- ❖ Recruit and compensate participants
- ❖ Provide refreshments for participants
- ❖ Cover all logistical costs, including travel to the focus groups for the moderator plus one staff person
- ❖ Digitally record and transcribe the sessions
- ❖ Analyze and provide a written report summarizing the findings
- ❖ Make recommendations based on focus group results
- ❖ Present the findings through a shared screen technology, or in-person with reimbursement of the travel expense at cost.

Respectfully Submitted,


Steven R. Raabe, President