

### THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **LOUISVILLE FREE PUBLIC LIBRARY**, hereinafter referred to as "**METRO GOVERNMENT**" and **BRAVURA CORPORATION**, with offices located at 111 West Washington Street, Louisville, Kentucky 40202, herein referred to as "**CONSULTANT**",

#### WITNESSETH:

**WHEREAS**, the Metro Government and Consultant entered into an Agreement with respect to developing conceptual design products for new branch libraries proposed in the Library's Master Facilities Plan; and

**WHEREAS**, the parties wish to amend the Agreement by amending its scope and increasing its not to exceed amount;

**NOW, THEREFORE**, it is agreed by and between the parties hereto as follows:

**Section I.** That Agreement Section I, Scope of Professional Services, Subsection D, shall be amended in its entirety to read as follows:

**D.** The services of Consultant shall include but not be limited to the following:

The development of conceptual design products for new branch libraries proposed in the Library's Master Facilities Plan and conceptual design for the Main Library's Children's Department as more particularly described in Attachment A attached hereto and fully incorporated herein.

**Section II.** That there is hereby added to Attachment A to the original Agreement the document attached to this Amendment as Attachment B and fully incorporated herein.

**Section III.** That Agreement Section Two, Fees and Compensation, Subsection A, shall be amended in its entirety to read as follows:

A. Consultant shall be reimbursed for professional services rendered according to the terms of this agreement as more particularly described in Attachment A attached hereto and fully incorporated herein. Total compensation payable to Consultant for services rendered pursuant to this agreement, including out-of-pocket expenses, shall not exceed **ONE HUNDRED SIX THOUSAND DOLLARS (\$106,000.00)**.

Section IV. All other terms and conditions as set forth in the Agreement shall remain in full force and effect as if fully set out herein.

APPROVED AS TO FORM:

  
\_\_\_\_\_  
IRV MAZE  
JEFFERSON COUNTY ATTORNEY

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT

\_\_\_\_\_  
MARY LOU NORTHERN, CABINET  
SECRETARY, CABINET FOR  
NEIGHBORHOODS, PARKS AND  
CULTURAL AFFAIRS

Date: 10/25/06

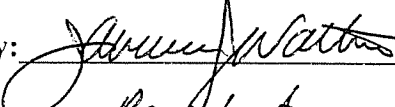
Date: \_\_\_\_\_

LOUISVILLE FREE PUBLIC  
LIBRARY

  
\_\_\_\_\_  
CRAIG BUTHOD, DIRECTOR

Date: 11/9/06

BRAVURA CORPORATION

By:   
\_\_\_\_\_  
Title: President.

Date: 11-07-06

Taxpayer Identification No.  
(TIN): \_\_\_\_\_

Louisville/Jefferson County  
Revenue Commission Account  
No.: \_\_\_\_\_

**CONTRACT DATA SHEET**

PSC Type (check one):  New  Renewal  Addendum X

**Contractor Information**

1. Legal Name of Contractor: BRAVURA CORPORATION
2. Address: 111 West Washington Street
3. City/ State & Zip: Louisville, KY 40202
4. Contact Person Name & Telephone Number: James J. Walters, President 584-9900
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain:
7. Is account in good standing:
8. Federal Tax ID # (SSN if sole proprietor):

**Department Information**

9. Requesting Department: LIBRARY
10. Contact Person Name & Telephone: Sue McDonald 574-1631

**Contract Information**

11. Not to exceed amount: adding additional \$50,000 to PSC contract; new maximum will be \$106,000
12. Are expenses reimbursed? yes
13. If yes list allowable expenses and maximum amount reimbursable: prints, copies, postage, etc.
14. Beginning and ending date of the contract: 7/1/06 – 6/30/07
15. Coding: 8101-730-8201-598001-822429
16. Scope & Purpose of the contract: amend scope to also include "conceptual design for new Main Library Children's Department"

**Authorizations**

WAB County Attorney Review - Approved as to Form:

Department Director: Craig Butcher Date: 11/9/06  
 Signature certifies:  
 Funds are available  
 Contractor is registered and in good standing with the Revenue Commission  
 Human Relations Commission registration requirements have been met

CPH Risk Management Division of Finance - Certifies Insurance requirements satisfied: 11-13-06

Cabinet Secretary: M.L. Douthett Date: 11-15-06  
 (If applicable)

**WRITTEN FINDINGS**

**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # \_\_\_\_\_. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because: (addendum to PSC with BRAVURA CORPORATION)

\_\_\_\_\_ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **\*\* Mayors Approval required for emergency purchases exceeding \$10,000.**

\_\_\_\_\_ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

  X   C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

\_\_\_\_\_ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

\_\_\_\_\_ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

\_\_\_\_\_ F. The contract is for proprietary items for resale.

\_\_\_\_\_ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.


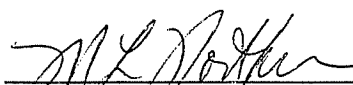
\_\_\_\_\_ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

\_\_\_\_\_ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

\_\_\_\_\_ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

\_\_\_\_\_ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

\_\_\_\_\_ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 _____ Requesting Department Director	11/9/06 _____ Date	 _____ Cabinet Secretary <i>(When required by cabinets policy)</i>	11-15-06 _____ Date
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\_\_\_\_\_  
 \*\*Mayor Date  
**\*\*Signature is required only for Written Finding A**