

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR ENGINEERING SERVICES FOR THE SR-96 EAST
SIDEWALK PROJECT
COF Contract No. 2014-0118**

THIS AMENDMENT is made and entered into on this the ___ day of _____, 2014, by and between the **City of Franklin, Tennessee** ("City") and **Cannon & Cannon, Inc.** ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") for the SR-96 East Sidewalk Project (COF Contract No. 2014-0118), dated 10th Day of June, 2014; and

WHEREAS, said Agreement stipulated that the consultant would be paid a not to exceed fee of **FIFTEEN THOUSAND AND NO/100 DOLLARS** (\$15,000.00), as authorized by the City Engineer and as detailed in the Fee Schedule; and

WHEREAS, the Consultant has provided a revised Scope of Services and Estimated Fee, as described in **Exhibit A**, dated September 12, 2014, for Additional Engineering Services for the SR-96 East Sidewalk Project; and

WHEREAS, the City has negotiated with the Consultant for an increase in services, as described in **Exhibit A**, for an additional cost of **NINE THOUSAND SIX HUNDRED NO/100 DOLLARS (\$9,600.00)**

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the additional Engineering Services as described in **Exhibit A**.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Engineering Services required in an amount not to exceed **NINE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$9,600)**

The City reserves the right to issue any payments jointly to the Consultant and Contractor when the City receives information that the Consultant has not paid its Contractor.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

5. Severability. If any term or provision of the Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Amendment will not be affected.

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated June 10, 2014 are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

Cannon and Cannon, Inc.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

Eric S. Stuckey
City Administrator/Recorder
Date: _____

Approved as to form:

Shauna R. Billingsley, City Attorney