

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE HILLSBORO ROAD IMPROVEMENTS PROPERTY
APPRAISALS
COF Contract No. 2011-0057**

THIS AMENDMENT is made and entered into on this the 11th day of September, 2011, by and between the **City of Franklin, Tennessee** ("City") and **Standifer and Associates** ("Consultant").

WITNESSETH:

WHEREAS, the City and the Consultant entered into a Professional Services Agreement ("Agreement") entitled Hillsboro Road Improvements Property Appraisals (COF Contract No 2011-0057) ("Project"), approved by the Franklin Board of Mayor and Aldermen (BOMA) on the 26th day of April, 2011; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a fee of \$3,250.00 per tract for Property Appraisals for the Project; and

WHEREAS, the City has decided that there are certain commercial properties affected by the Project that it desires to purchase in fee simple; and

WHEREAS, the City is required to provide non-residential relocation assistance services for these type properties as set forth by the Federal Highway Administration; and

WHEREAS, the Consultant did not have Commercial Relocation Services included within the initial Fee for the Agreement; and

WHEREAS, the City has negotiated with the Consultant a fee increase for the Agreement for the required commercial property relocations in the amount of \$2,600.00 per commercial relocation.

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 commercial relocation services in accordance with the policies outlined in the State of Tennessee's Right-Of-Way Manual and the requirements set forth by the

Federal Highway Administration work in addition to the Property Appraisals as provided for in the Agreement approved by BOMA on April 26, 2011.

3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the additional Commercial Relocation Services for a fee of **Two Thousand Six Hundred and No/100 Dollars (\$2,600.00)** per commercial relocation for a maximum of five (5) commercial properties for a not to exceed amount of **Thirteen Thousand and No/100 Dollars (\$13,000.00)**.

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 January 25, 2010, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

CITY OF FRANKLIN, TENNESSEE

STANDIFER & ASSOCIATES,
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