

AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
CHESTNUT BEND GEOTECHNICAL INVESTIGATION OF SETTLEMENT AREAS  
COF Contract No. 2018-0015

THIS AMENDMENT is made and entered into on this the 5 day of November 2019, by and between the City of Franklin, Tennessee ("City") and Geotek Engineering Company, Inc. ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled **Chestnut Bend Geotechnical Investigation of Settlement Areas**, dated the 20th day of March 2018; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a Not-to-Exceed Fee of Seventeen Thousand Five Hundred and No/100 (\$17,500.00) for engineering related technical services, as detailed in the Scope of Services; and

WHEREAS, the City and Consultant realize the need for additional design work for the Project due to circumstances beyond the control of the Consultant; and

WHEREAS, the Consultant has provided a Proposal for an increase in engineering services, as described in Exhibit A dated August 8, 2019, in the amount of **Two Thousand and No/100 Dollars (\$2,000.00)**; and

WHEREAS, the City has reviewed the Proposal and desires to enter into an agreement for the Project as proposed.

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 work as proposed in their August 8, 2019, letter of proposal ("Exhibit A") which includes the Scope of Services for this Amendment, all of which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. City shall pay Consultant for the cost of the work as described in Exhibit A an amount not to exceed **Two Thousand and No/100 Dollars (\$2,000.00)**.

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

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 March 20, 2018, are unchanged and remain in full force and effect.

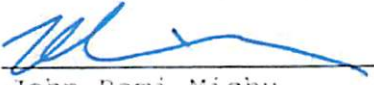
**IN WITNESS WHEREOF**, the parties have executed this Amendment.

*(Signatures on Following Page)*

CITY OF FRANKLIN, TENNESSEE:

By:   
Eric S. Stuckey  
City Administrator  
Date: 11-5-2019

GEOTEK ENGINEERING COMPANY, INC.

By:   
Print: John Rami Mishu  
Title: President  
Date: 10-28-19

Approved as to form:

  
Maricruz R. Fincher, Staff Attorney

# GEOTEK

Geotek Engineering Company, Inc. • 2909 Elizabeth Street • Nashville, Tennessee 37211-2302  
Tel: 615-933-3800 • Fax: 615-933-4097

August 8, 2019

City of Franklin - Engineering Dept.  
109 Third Avenue South  
Franklin, TN 37064

ATTN: David Hodnett

Chestnut Bend Subdivision Subsidence  
COF Contract No. 2018-0015  
Franklin, TN  
GPN: 18-7189-A

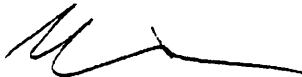
David,

When we tallied up the costs for the invoice, we discovered that we exceeded the P.O. amount of \$17,500 by about \$2000. It's largely due to that 2<sup>nd</sup> mobilization with the drill rig and drill borings.

Recall that after the test pits were opened, we had some extra money left to spend primarily because we only studied 2 of the 3 areas. So we proposed that we drill borings. But we ended up having to drill more borings than we expected and to a deeper level. Also, the deeper native soil was very soft, so we decided to run more lab tests.

Can we get the extra \$2000? If it were \$100 or \$200, we wouldn't bother asking you. But it's quite a bit for us.

Thanks for your help,



John Rami Mishu, P.E., P.G.