

## **FIRST AMENDED PROFESSIONAL SERVICES AGREEMENT**

**THIS AGREEMENT** for professional services is made by and between the City of Madison, Alabama, a municipal corporation located at 100 Hughes Road, Madison, Alabama 35758, hereinafter referred to as "City," and J.W. Kennedy and Associates, P.C., a Tennessee corporation located at 2835 Huntsville Highway, Fayetteville, Tennessee 37334, hereinafter referred to as "Consultant."

### **WITNESS TO:**

**WHEREAS**, on January 9<sup>th</sup>, 2023, the City Council of the City of Madison authorized a professional services agreement with J.W. Kennedy for boundary and topographic survey along Gooch Lane for Project No. 22-023; and

**WHEREAS**, the Project now requires additional survey of Eastfield Drive and Pebblebrook Circle with preparation of additional legal descriptions of the Gooch Lane sidewalk for the Project.

**WHEREAS**, the best interests of the City and its residents will be served by retaining an experienced provider of such services; and

**WHEREAS**, Consultant is an experienced and unique provider of the services required and is capable of providing the same in a professional, timely manner; and

**WHEREAS**, the City desires to avail itself of Consultant's continuing unique abilities and services and Consultant desires to provide same to City with an amendment to the existing contract executed January 9<sup>th</sup>, 2023;

**NOW, THEREFORE**, in consideration of mutual covenants and agreements herein set forth, the parties, intending to be legally bound, hereby agree to the following First Amended Professional Services Agreement as follows:

### **SECTION 1: EXPANDED SCOPE OF WORK**

- A. Pursuant to the provisions of this Agreement, Consultant will provide an additional survey at Eastfield Dr. and Pebblebrook Circle with preparation of additional legal descriptions on the Gooch Lane sidewalk extension in addition to the other provisions and conditions of the January 9<sup>th</sup>, 2023 Professional Services Agreement.

- B. Said Professional Services Agreement shall be amended to include the additional scope of services for an additional total payment of four thousand two hundred dollars (\$4,200.00).
- C. All other terms and conditions of the January 9<sup>th</sup>, 2023 Professional Services Agreement remain in full force and effect but for the above-referenced expanded scope of work.

## **SECTION 12: MISCELLANEOUS PROVISIONS**

- A. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- B. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
- C. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.
- D. The headings of each section are inserted for reference purposes only. Any conflict between a descriptive heading and the content of the section shall be resolved in favor of the language contained in the section.

**IN WITNESS WHEREOF**, the parties hereto affirm that they have the authority to execute this Agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals on the day and year respectively noted.

**City of Madison, Alabama,  
a municipal corporation**

**Attest:**

By: \_\_\_\_\_  
Paul Finley, Mayor

\_\_\_\_\_  
Lisa D. Thomas, City Clerk-Treasurer

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

STATE OF ALABAMA                   §  
  §  
COUNTY OF MADISON               §

I, the undersigned Notary Public, in and for said County, in said State, hereby certify that Paul Finley and Lisa D. Thomas, whose names as Mayor and the City Clerk-Treasurer, respectively, of the City of Madison, Alabama, are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of the City of Madison, Alabama, a municipal corporation.

Given under my hand and official seal this \_\_\_\_\_ day of December 2023.

\_\_\_\_\_  
Notary Public

**J.W. Kennedy and Associates, P.C.**  
**Consultant**

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

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

STATE OF ALABAMA                   §  
   §  
COUNTY OF MADISON               §

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ of J.W. Kennedy and Associates, P.C., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand this the \_\_\_\_\_ day of December 2023.

\_\_\_\_\_  
Notary Public