

AMENDMENT NUMBER ONE TO AGREEMENT

THIS AMENDMENT ("Amendment") entered into this ____ day of _____, 2016 between SHELBY COUNTY GOVERNMENT, hereinafter referred to as ("COUNTY") and Evans Taylor Foster Childress Architects, P.C., hereinafter referred to as ("CONSULTANT").

WHEREAS, the parties previously entered into an agreement ("Agreement") dated March 17, 2016 (Shelby County Contract No. CA1619858) whereby CONSULTANT would provide architecture and engineering services for the design and construction administration of the renovation of the Main Indoor Arena (Phase 2), Showplace Arena located at the Shelby County Agricenter, 7777 Walnut Grove Rd., Memphis, Tennessee; and

WHEREAS, the parties desire to enter into this Amendment Number One to add to the scope of work, with respect to the Services, as defined in the Agreement.

WHEREAS, the parties also desire to increase the Fee, as defined in the Agreement, to provide for additional payment for said additional services.

NOW THEREFORE, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Section I of the Agreement entitled Scope of Work (specifically the definition for Services) is hereby amended to add the services as outlined within CONSULTANT's proposal dated September 30, 2016 to the Services, which is attached hereto as Exhibit "C" and incorporated herein by referenced as if stated verbatim.

2. Section II of the Agreement entitled Term and Compensation (specifically the amount of the Fee) is hereby amended to include an additional fee for the services as outlined in Exhibit C.

3. The total cost for this Amendment Number One shall not exceed Fifty Eight Thousand and Five Hundred (\$58,500.00) Dollars payable in accordance with the terms of the Agreement.

4. CONSULTANT shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued during the term of the Original Contract, this Amendment and/or subsequent to the termination date of the preceding without prior, expressed written authorization pursuant to County Purchasing Policies and Procedures. The County is not obligated to pay nor shall CONSULTANT be entitled to receive payment for fees and expenses incurred in violation of this provision.

5. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM
AND LEGALITY:**

SHELBY COUNTY GOVERNMENT

Contract Administrator/
Assistant County Attorney

Mark H. Luttrell, Jr., Mayor

Evans Taylor Foster Childress Architects, P.C.,

BY: Michael Olters
TITLE: Principal

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Michael Childress, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Contract, the within named bargainer, a corporation, and that he as such principal, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Michael Childress.

WITNESS my hand and official seal at office this 13th day of October, 2016.

Lisa P Cayce
Notary Public



My Commission Expires: March 19, 2019