


**SHELBY COUNTY GOVERNMENT
CONTRACTS ADMINISTRATION
160 N. MAIN, SUITE 950
MEMPHIS, TN 38103
(901) 222-2140 PHONE (901) 222-2062 FAX**

DEPARTMENTAL COMMUNICATION

TO: Clay Stokes/Erma Holmes
Roads, Bridges & Engineering

FROM: Tonya Blunt 
Contract Administration

DATE: July 17, 2018

SUBJECT: Amendment – Barnes & Brower, Inc.
Contract Number: CA1821526-1

Attached please find **the fully executed** copy of the above-referenced amendment that has been executed by Kim Denbow, Deputy CAO, on behalf of Mark H. Luttrell, Jr., Shelby County Mayor for Shelby County Government. Please retain a copy for your files and forward a copy to *Barnes & Brower, Inc.* along with a "Notice to Proceed" for the described services of the contract.

Generally, contract(s) contain many terms and conditions and, in a number of instances, have provisions that impose duties and conditions on the County which if not followed or violated, will result in a monetary loss or other penalty being imposed on the County. Please insure that the appropriate individual within your department, who is responsible for monitoring and compliance of this agreement, is fully aware of its entire terms and conditions and of any requirements contained therein. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Also, on occasion, one contract will affect how another contract is administered. Normally this situation involves either Federal or State grants which require that the funds received be spent under a separate contract(s) in a specific manner. Coordination of both contracts is mandatory. If there are any questions that arise as a result of the contents of the attached, please contact Contracts Administration immediately.

Please make sure that the above referenced contract number is shown on all invoices and correspondence pertaining to this contract.

Attachments

Contract (2)
P.O. (N/A)

CHANGE ORDER
 PROJECT: W.R.G. Phase 8 - CA 1821526 (SBI-000485)

CHANGE ORDER NUMBER: 01
 INITIATION DATE: 06/27/2018
 COUNTY PROJECT #: CA 1821526
 CONTRACT FOR: CONSTRUCTION
 CONTRACT DATE: May 18, 2018

You are directed to make the following changes in this Contract:

	<u>Item No.</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Cost</u>
C/O 1-1	Deduction of the Contract Item to Supply and Install the Bridge Safety Fence	1	Days	-\$240,167.00	(\$240,167.00)

Note: Due to an increase in steel commodities the sub-contractor (Memphis Fence Company) can no longer complete the contracted work item as specified at the as bid price. The project, which includes Federal HUD funding will not allow a significant adjustment to the As-Bid price, thus the contractor has requested to deduct the bid item from the contract. The quote to Barnes and Brower detailing the As-Bid Price accompanies this change order.

TOTAL (\$240,167.00)

Not valid until signed by both the Owner and Engineer.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original (Contract Sum) was	\$909,044.00
Net change by previously authorized Change Orders	\$0.00
The (Contract Sum) prior to this Change Order was	\$909,044.00
The Contract Sum will be increased by this Change Order	(\$240,167.00)
The new Contract Sum including this Change Order will be.	\$668,877.00

The Contract Time will be (increased) by 0 Days
 The Date of Substantial Completion as of the date of this Change Order therefore is: 15-Oct-18
October 15, 2018

Darren Sanders, P.E.
Engineer
 6449 Haley Road
 Memphis, TN 38134

Barnes and Brower, Inc.
Contractor
 3787 Old Getwell Road
 Memphis, TN 38118

Authorized:
Shelby County Government
Owner
 160 N. Main Street
 Memphis, TN 38103

By Darren J. Sanders, P.E. By Kud Brun

By [Signature] Deputy CAO
 for MARK H. LUTTRELL, Jr.
 Date 7/16/18

Date 6/29/18 Date 6-27-18

[Signature]
 Project Manager

APPROVED AS TO FORM AND LEGALITY:

[Signature]
 Contract Administrator/
 Assistant County Attorney



MEMPHIS FENCE COMPANY

1380 NORTH WILLETT ST. – MEMPHIS, TN 38108 – (901) 278-9710

To: Barnes and Brower, Inc.
Attn: Keith Brower / kbrower@barnesandbrower.com
Subject: Wolf River Greenway Phase 8

December 5, 2017

Memphis Fence Company proposes to furnish all labor, material and supervision to complete the following scope of work:

- 1.) **Wolf River Bridge Security Fence-** Approximately 992 l.f. of 6 ft. tall bent top black vinyl coated 1" mesh with a 1-5/8" top rail and two intermediate rails with a 6 gauge bottom tension wire. All posts to be anchored to the existing bridge. The 1" fabric mesh at the top rail, to be fastened with a flat bar and 1/4" bolts with jam nuts. The 1" fabric mesh at the intermediate rails to be fastened with flat bar and SS self-tapping screws. Only the north bound lane side of the bridge is included in this proposal

- 2.) **I-40 Bridge Security Fence-** Approximately 280 l.f. of 6 ft. tall bent top black vinyl coated 1" mesh with a 1-5/8" top rail and three intermediate rails. All posts to be anchored to the existing bridge. The 1" fabric mesh at the top rail, to be fastened with a flat bar and 1/4" bolts with jam nuts. The 1" fabric mesh at the intermediate rails to be fastened with a flat bar and SS self-tapping screws. Only the north bound lane side of the bridge is included in this proposal.

Price.....\$240,167.00

Note: Memphis Fence Company will not dig or drive posts within 24" of any located paint lines.

Exclusions: Any dirt work, grading, grubbing, grounding, bollards, gate operators, gate controls, painting, staining or any other item not specifically listed.

Tim Hammons

Commercial Estimator
Memphis Fence Company
901-278-9710

tim@memphisfence.com



BARNES & BROWER, INC.

GENERAL CONTRACTORS

June 25, 2018

Mr. Clay Stokes
Senior Engineer
SHELBY COUNTY ROADS AND BRIDGES
6463 Haley Road
Memphis, TN 38134

Wolf River Greenway Phase 8
Various Locations
Memphis, TN
Project No. 1809

Dear Mr. Stokes:

Per our conversation it is the intent of Shelby County to delete the fence portion of the work from our contract due to the increase in the steel costs that we are incurring. The credit for the deletion of this work is \$240,167. Please see the attached fence quote for the project. Please issue a change order to remove this work from our contract.

Sincerely,

Keith Brower
Vice President