



SHELBY COUNTY GOVERNMENT
 160 N. Main Street, 5th Floor, Purchasing
 MEMPHIS, TENNESSEE 38103
 (901) 222-2250

Purchase Order No. S013910

Issue Date 03/28/22

Purchase Order COPY

Vendor No	Delivery Required	Terms	Ship Via	F O B	Requisition No.
A2959	03/28/22	N30		DEST	

Issued **BARGE DESIGN SOLUTIONS**
 To 60 GERMANTOWN COURT
 SUITE 100
 CORDOVA, TN 38018

Ship **SHELBY COUNTY ROADS & BRIDGES**
 To 6449 HALEY ROAD
 MEMPHIS, TN 38134

EOC #: EOC-S-1123-31475
 Buyer: SONJA WORTHY

IF MATERIAL SAFETY DATA SHEETS ARE
 REQUIRED ON PRODUCT(S) THAT YOU WILL BE
 PROVIDING. PLEASE SUBMIT SAME WITH
 PRODUCT(S) DELIVERED.

Item	Quantity	U/M	Description	Unit Price	Extended Price
1			ENGINEERING SERVICES RELATED TO THE NAITONAL DISASTER RESILIENCE CA173874-2 COMMODITY: 918/43 ACCOUNT DISTRIBUTION: 297-271271-6678	627300.00000	627300.00
<p><i>I hereby certify that the goods/services on attached invoice(s) have been received and that payment is in order.</i></p> <p><i>This is a ___ Partial ___ Final payment.</i></p> <p><i>Payment amount approved: \$ _____</i></p> <p><i>Signature: _____</i></p> <p><i>Date: _____</i></p>					
Total of Purchase Order					627300.00

ORDER SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE
 BILLING INSTRUCTIONS: SHOW PURCHASE ORDER NUMBER
 ON ALL INVOICES. NOTE: PAYMENTS MAY BE DELAYED UNLESS
 BILLING INSTRUCTIONS ARE FOLLOWED EXACTLY.

SEND ORIGINAL INVOICE TO:
 SHELBY COUNTY ROADS & BRIDGES
 6449 HALEY ROAD
 MEMPHIS, TN 38134

901-222-7705

<p>Christin L. Webb APPROVED: ADMINISTRATOR OF PURCHASING</p>	
<p>03/28/22 Date</p>	<p>_____ Authorized Signature</p>

**Amendment to Agreement Between Shelby County Government and
Barge Design Solutions, Inc. f/k/a Barge, Waggoner, Sumner, and
Cannon, Inc.
Contract Number CA173874-2**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this 19 day of April, ~~2021~~ by and between Shelby County Government (hereinafter "County") and Barge Design Solutions, Inc. f/k/a Barge, Waggoner, Sumner, and Cannon, Inc. (hereinafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated August 25, 2015, for professional engineering design services for the Big Creek National Disaster Resilience Design Project (Shelby County Contract No. CAI63874), Amendment No. 1 (Shelby County Contract No. CA173874), dated April 24, 2017, and Amendment No. 2 (Shelby County Contract No. CA173874-1, dated October 22, 2020; and

WHEREAS, the Consultant's name has now changed to Barge Design Solutions, Inc. but is the same company, just operating under a new name; and

WHEREAS, the parties now desire to enter into this Amendment to revise the Scope of Work and increase the contract amount.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section I of the Agreement entitled SCOPE OF WORK is hereby amended to reflect the additional services as outlined in Exhibit "A", attached hereto and incorporated fully herein by reference. In the event of a conflict between the terms of this Amendment and the Exhibit, this amendment shall control.
2. The total cost for these revisions to the SCOPE OF WORK shall not exceed SIX HUNDRED TWENTY SEVEN THOUSAND THREE HUNDRED and 00/100 dollars (\$627,300.00) payable in accordance with the terms of the original Agreement. This is in addition to the current contract amount of \$2,843,300.00.
3. The terms and conditions of the original Agreement, except as amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the _____ day of _____ 2021.

APPROVED AS TO FORM AND LEGALITY: SHELBY COUNTY GOVERNMENT

[Signature]
Contract Administration/
Assistant County Attorney

[Signature]
Lee Harris, County Mayor

BARGE DESIGN SOLUTIONS, INC.

By: Carrie L. Stokes
Title: Sr. VP

CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE
COUNTY OF Shelby County Government

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Carrie L. Stokes, 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 the president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the Barge Design Solutions, the within named Bargainor, a corporation, and that he as such Senior Vice President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Senior Vice President.

WITNESS my hand and official seal at office this 9th day of December, 2021.

Michelle D. Taylor

Notary Public



My Commission Expires 7-31-2022