

SHELBY COUNTY GOVERNMENT

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

Purchase Order No. S014023

Issue Date 06/10/22

Purchase Order

Vendor No	Delivery Required	Terms	Ship Via	F O B	Requisition No.
A4660	06/13/22	N30		DEST	

issued **SASAKI ASSOCIATES, INC.**
 To 64 PLEASANT STREET
 WATERTOWN, MA 02472

Ship **SHELBY COUNTY ENGINEER**
 To 6463 HALEY ROAD
 MEMPHIS, TN 38134

EOC #: EOC-C-0718-26183
 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			ENCUMBRANCE OF FUNDS FOR ADDITIONAL SERVICES AS OUTLINED IN CONSULTANT'S SOUTH CYPRESS CREEK- PROPOSED AMENDMENT TO SASAKI PROJECT NUMBER 66099.00. CA1719861-1 COMMODITY: 962/58 ACCOUNT DISTRIBUTION: 297-271273-6678 I hereby certify that the goods/services on attached invoice(s) have been received and that payment is in order. This is a ___ Partial ___ Final payment. Payment amount approved: \$ _____ Signature: _____ Date: _____	238000.00000	238000.00
Total of Purchase Order					238000.00

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 ENGINEER
 6463 HALEY ROAD
 MEMPHIS, TN 38134

901-222-7705

Christin L. Webb
 APPROVED ADMINISTRATOR OF PURCHASING

06/13/22
 Date

Authorized Signature

**SHELBY COUNTY GOVERNMENT
CONTRACTS ADMINISTRATION
160 N. MAIN, SUITE 950
MEMPHIS, TN 38103
(901) 222-2113 (901) 222-2064 FAX**

DEPARTMENTAL COMMUNICATION

TO: Jason Morris
Roads, Bridges & Engineering

FROM: Tamika Y. Hamm
Contracts Administration

DATE: June 15, 2022

SUBJECT: Second Amendment Contract- Sasaki Associates, Inc.
Contract Number: CA1719861-1

Attached please find *fully executed* copies of the above referenced amendment. Please retain a copy for your files and forward a copy to the *Sasaki Associates, Inc.* along with a *“Notice to Proceed”* for the described services of the contract.

Generally, contracts 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 separate contract 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.

Attachment
Contract (1)
PO (1)

**Second Amendment to Agreement Between
Shelby County Government and Sasaki Associates, Inc.
CA1719861-1**

THIS AMENDMENT (hereinafter "Second Amendment") is made and entered into this ~~01/14/22~~ day of ~~June~~ ^{June}, 2022 by and between Shelby County Government (hereinafter "County") and Sasaki Associates, Inc. (hereinafter "Consultant").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated August 25, 2015, for professional engineering design services for the South Cypress Creek National Disaster Resilience Design Project (County Contract No. CA1619861), and Amendment No. 1 ("First Amendment") dated April 27, 2017, to initiate Consultant's Proposal for the Agreement and provide additional assistance with the "Big Creek Making Room for the River" Project and to provide for the payment of the Fee for said services (County Contract No. CA1719861); and

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

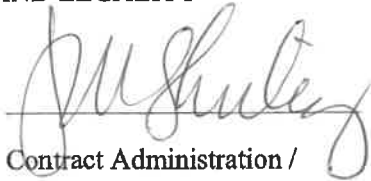
NOW, THEREFORE, for and in consideration of the mutual promises of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Section I of the Agreement entitled SCOPE OF WORK is hereby amended to reflect the additional services as outlined in Consultant's South Cypress Creek – Proposed Amendment to Sasaki Project Number 66099.00, dated November 18, 2021 and attached hereto as Exhibit "A" and incorporated fully herein by reference as if stated verbatim. In the event of a conflict between the terms of this Second Amendment and the Exhibit, this Second Amendment shall control.
2. The total cost for these revisions to the SCOPE OF WORK shall not exceed TWO HUNDRED THIRTY-EIGHT THOUSAND and 00/100 dollars (\$238,000.00) payable in accordance with the terms of the original Agreement. This is in addition to the current contract amount of \$1,739,525.00, for a total contract amount not to exceed ONE MILLION NINE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FIVE and 00/100 dollars (\$1,977,525.00).

3. 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 Second Amendment and/or subsequent to the termination date of the preceding without prior, expressed written authorization pursuant to County Purchasing Policies and Procedures. County is not obligated to pay nor shall Consultant be entitled to receive payment for fees and expenses incurred in violation of this provision.
4. 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 _____, 2022.

APPROVED AS TO FORM
AND LEGALITY



Contract Administration /
Assistant County Attorney

SHELBY COUNTY GOVERNMENT



Lee Harris, County Mayor

SASAKI ASSOCIATES, INC.

By: Steve Roscoe

Title: CFO

CORPORATE ACKNOWLEDGEMENT

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY

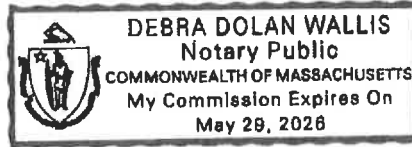
Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Steve Roscoe, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself/herself to be the president or other officer authorized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

WITNESS my hand and official seal at office this 8th day of June, 2022.

Debra Dolan Wallis

Notary Public

My Commission Expires:



Certificate Of Completion

Envelope Id: 14B7651F9C5A4F6AA5FF5872D95AD4DA

Status: Completed

Subject: Please DocuSign: SA# 66099.01U Shelby County Cypress Creek 2nd Amendment + Form

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sasaki Contracts

AutoNav: Enabled

64 Pleasant Street

EnvelopeId Stamping: Enabled

Watertown, HIDDEN_NO_SELECT 02472

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

contracts@sasaki.com

IP Address: 199.122.115.9

Record Tracking

Status: Original

Holder: Sasaki Contracts

Location: DocuSign

6/2/2022 10:04:56 AM

contracts@sasaki.com

Signer Events

Signature

Timestamp

Steve Roscoe

sroscoe@sasaki.com

CFO

Sasaki Associates, Inc

Security Level: Email, Account Authentication (None)

Steve Roscoe

Signature Adoption: Pre-selected Style

Signed by link sent to sroscoe@sasaki.com

Using IP Address: 208.252.28.58

Sent: 6/2/2022 10:10:31 AM

Viewed: 6/2/2022 10:10:53 AM

Signed: 6/2/2022 10:10:59 AM

Electronic Record and Signature Disclosure:

Accepted: 6/2/2022 10:10:53 AM

ID: 2129e995-2df1-409b-8db2-f215f73ed58b

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Travis Mazerall

tmazerall@sasaki.com

Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/2/2022 10:10:31 AM

Viewed: 6/3/2022 11:48:31 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sasaki Contracts

contracts@sasaki.com

Contracts Administrator

Sasaki Associates, Inc.

Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/2/2022 10:11:00 AM

Resent: 6/2/2022 10:11:02 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/2/2022 10:10:31 AM
Certified Delivered	Security Checked	6/2/2022 10:10:53 AM
Signing Complete	Security Checked	6/2/2022 10:10:59 AM
Completed	Security Checked	6/2/2022 10:11:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Sasaki Associates, Inc (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sasaki Associates, Inc:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: +1 617 923 7394

To contact us by email send messages to: contracts@sasaki.com

To contact us by paper mail, please send correspondence to:

Sasaki Associates, Inc

64 Pleasant Street

Watertown, MA 2472

To advise Sasaki Associates, Inc of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@sasaki.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Sasaki Associates, Inc

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@sasaki.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Sasaki Associates, Inc

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@sasaki.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Sasaki Associates, Inc as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sasaki Associates, Inc during the course of your relationship with Sasaki Associates, Inc.