

**Amendment to Agreement Between Shelby County Government and
EnSafe Inc.
Contract Number CA2200739**

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this 31 day of May, 2024 by and between Shelby County Government (hereinafter "County") and EnSafe, Inc. (hereinafter "CONSULTANT").

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated May 2, 2022, for construction engineering and inspection (CEI) services for the Big Creek National Disaster Resiliency- Levee Improvement construction project; and

WHEREAS, both the contract with the contractor performing the construction improvements and the CONSULTANT were extended to allow for the completion of the work; and

WHEREAS, the contractor received a Certificate of Substantial Completion effective January 31, 2024, however performance of punch list items and final paperwork has necessitated the need to extend the CONSULTANT'S contract for an additional time period to manage the remaining work; and

WHEREAS, the parties now desire to enter into this Amendment to revise the terms of the contract.

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 II of the Agreement entitled TERM AND COMPENSATION is hereby amended to reflect the additional time of one hundred fifty (150) calendar days. The new contract period shall end June 30, 2024.
2. **BOYCOTTS OF ISRAEL:** The CONTRACTOR certifies that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-119. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000.00) or to contractors with less than ten (10) employees.
3. **IRAN DIVESTMENT ACT:** CONTRACTOR certifies that to the best of its knowledge, it is not included on the Iran Divestment Act list created pursuant to T.C.A. §12-12-106.
4. The 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

31 day of May 2024.

APPROVED AS TO FORM
AND LEGALITY:

SHELBY COUNTY GOVERNMENT

Contract Administration/
Assistant County Attorney

Lee Harris, County Mayor

ENSAFE INC.

By:

Title: Michael A. Wood, CFO and Chairman of the Board

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 Michael A. Wood, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument on behalf of EnSafe Inc., the within named Bargainor, a corporation, and that he as such CFO and Chairman of the Board, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as Michael A. Wood.

WITNESS my hand and official seal at office this 20th day of May, 2024.



Notary Public

My Commission Expires: 11-29-27