Amendment No. 1 Agreement
To Contract #CA074509
Between
AFRAM Corporation
And Shelby County Government

THIS AMENDMENT (hereinafter "Amendment") is made and entered into this _____day of _____, 2008 by and between Shelby County Government (hereinafter "County") and AFRAM Corporation (hereinafter "CONSULTANT).

WHEREAS, the parties previously entered into an agreement (hereinafter "Agreement") dated November 9, 2006 for study and design of the Cotton Creek Area Sewer

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 as shown the attached Attachment "A", attached hereto and incorporated fully herein by reference and the and the compensation is hereby amended as follows:

Original Contract Amount:	$67,113.16
Additional Fee in this Amendment	133,112.20
Revised Contract Amount	$200,255.36

2. 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 _____2008

APPROVED AS TO FORM AND LEGALITY:

_____
Contract Administrator
Assistant County Attorney

SHELBY COUNTY GOVERNMENT

_____
A C WHARTON, JR., MAYOR

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AFRAM CORPORATION

By: Kermit Clinton

Title: Project Manager

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 Kermit Clinton, 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 AFRAM Corporation the within named bargainor, a corporation, and that he as such Project Manager, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as Project Manager

WITNESS my hand and official seal at office this 10 day of January 2008.

Beverly A. Johnson
Notary Public

BEVERLY A. JOHNSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF SHELBY

My Commission Expires: January 16, 2011

AFRAM CORPORATION

• Program/Construction Management
• Cost Estimating/CPM Scheduling
• Engineering Design Services

January 8, 2008

Shelby County Engineering Department
Attn: Mr. Michael Oakes, P.E., County Engineer
160 North Main Street
Memphis, TN 38103

RE: Cotton Creek Area Sewer Study – Phase III Fee Proposal
Shelby County Contract # CA074509
AFRAM Corporation Project No. 06-128

Dear Mr. Oakes,

Enclosed please find our fee proposal for Phase III (Design Services) for the above referenced project.

We greatly appreciate the opportunity of serving Shelby County on this important project.

Should you have any questions please do not hesitate to contact me at 543-1116.

Sincerely,

AFRAM Corporation

Kermit Clinton

Kermit Clinton, P.E.
Project Manager

CC: S. Akinduro, K. Chandler, Project File- 06-128

TEL: 901-543-1116 FAX: 901-543-8799 WEB: www.aframcorp.com
119 South Main Street, Suite 500 • Memphis, Tennessee 38103 • U.S.A.

AFRAM CORPORATION
• Program/Construction Management
• Cost Estimating/CPM Scheduling
• Engineering Design Services

Cotton Creek Area Sanitary Sewer
Shelby County Contract No. CA074509
Fee Proposal - Phase III

Project Understanding

The Cotton Creek area of Shelby County is located in the southeast quadrant of the intersection of Collierville-Arlington and Raleigh-Lagrange Roads in east Shelby County within the Town of Collierville's annexation reserve area. The named developments within the Cotton Creek Area are Kirkwood Estates, Cotton Creek Subdivision and Fox Hollow Farms (Phases 1 & 2). Also included are individual lots along Raleigh-Lagrange and Collierville-Arlington Roads. There are a total of 91 residential lots included in this project. This area is currently served by standard septic systems. Through the years the residents have experienced varying degrees of problems with their septic systems. The purpose of this project is as follows:

Phase I – Analyze extent of reported problems and assess alternatives based on targeting the lots with known problems.

This portion of the project is complete (Please see Phase I Engineer's Report dated February 24, 2007). The results of Phase I indicated the problems are widespread throughout the Cotton Creek Area. Also, a high water table coupled with poor soils in the area dictated that targeting individual lots was not feasible.

Phase II – Determine and rank the various physical and fiscal issues related to installation of either a local collection and treatment system such as STEP/STEG Re-circulation Sand Filter or collection via conventional gravity/pressure system with conveyance of effluent to the Shelton Road Wastewater Treatment Plant in Collierville.

This portion of the project is complete (please see Phase II Engineer's Report dated March 29, 2007). As recommended in the Engineer's Report, Shelby County contacted Town of Collierville officials and the Spring Creek Ranch developers to discuss the alternatives. Somewhat favorable comments from the involved parties prompted Shelby County to recommend the Low Pressure Collection System which will convey "grey water" from septic tanks to the existing Spring Creek Ranch Force Main with treatment at the Shelton Road Wastewater Treatment Plant in Collierville. This alternative is referred to as the Low Pressure System in the Phase II Engineer's Report.

Phase III – Engineering Design Services related to the chosen alternative.

As stated in Shelby County Contract No. CA074509, upon completion of Phases I and II, Phase III (Design Services related to the chose alternative) is to be negotiated at that time. We are pleased to provide you with the Phase III Fee Proposal. We propose the following tasks for design of the chosen alternative: **Low Pressure System.**

TEL: 901-543-1116 FAX: 901-543-8799 WEB: www.aframcorp.com
119 South Main Street, Suite 500 • Memphis, Tennessee 38103 • U.S.A.

a).	Up to 3 meetings each with Town of Collierville and Spring Creek Ranch Developers (6 total) as needed	$4,290.00
b).	Existing Septic Tank Inspections (includes cleaning and engineering) (for 91 lots/homes)	$49,910.00
c).	Field Surveying	$33,300.00
d).	Prepare Construction Documents and Specifications	$39,771.80
e).	Assist Shelby County in Permitting Process (includes submitting paperwork/plan set for TDEC review and approval; does not include review fees. We do not anticipate disturbing an area greater than 1 acre in size. Therefore, this item does not include cost for SWPPP preparation.)	$2,510.40
f).	Project Administration	$3,330.00
	Total Design Fee	**$133,112.20**

We appreciate the opportunity to provide Shelby County with design services for this important sewer project. The calculated amount of time needed to complete the above referenced items is approximately 8 months.

Thank you and please let me know if you have any questions, comments or need additional information.

Sincerely,

AFRAM Corporation

Kermit Clinton

Kermit Clinton, P.E.
Project Manager

Cc: Solomon Akinduro, Ken Chandler (AFRAM)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/28/2007

PRODUCER (314) 721-1372 FAX (314) 721-2979
Adrian N. Baker & Co.
8301 Maryland Avenue
P. O. Box 66871
St. Louis, MO 63166-6871

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AFRAM Corporation
1601 Olive
St Louis, MO 63103

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Mt. Hawley Insurance Co.	SWETT IL
INSURER B: First National Ins Co-America	Hartford
INSURER C: New Hampshire Insurance	AIG
INSURER D: Transportation Insurance Co.	CNA
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	MGL 0149682	05/09/2007	05/09/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X UM $1,000,000 X UIM $1,000,000	25 CC 103393 2	06/01/2007	06/01/2008	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	X	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 0	MXL 0366267	05/09/2007	05/09/2008	EACH OCCURRENCE AGGREGATE Prods/Completed	$ 2,000,000 $ 2,000,000 $ 2,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 307-26-64	06/01/2007	06/01/2008	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER Prof Liab Engineers, Tech, & Planning Consultants	MCH 25 404 62 06 PRIOR ACTS: 11/18/2002	11/18/2007	11/18/2008	$2,000,000 Annual Per Claim $2,000,000 Annual Aggregate Deductible $50,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RFP # 07-007-04 Sewer Feasibility Study/Recommendations Design for the Cotton Creek Area
Shelby County Government is added as an Additional Insured to the Commercial General Liability regarding the contract with the Named Insured.

CERTIFICATE HOLDER

Shelby County Government
Purchasing Department
160 N. Main, Suite 550
Memphis, TN 38103

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
H. James Jost, CIC/EMT

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