

BOARD OF SUPERVISORS

MADISON COUNTY, MISSISSIPPI

Department of Engineering
Dan Gaillet, P.E., County Engineer

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MEMORANDUM

April 10, 2018

To: Sheila Jones, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
David Bishop, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Dan Gaillet, P.E. *DL*
County Engineer

Re: Supplemental Agreement #1
Waggoner Engineering, Inc.
Reunion Parkway and Highland Colony Parkway

Now that MDOT has approved Waggoner Engineering, Inc.'s Supplemental Agreement, the Engineering Department recommends that the Board President be authorized to sign the associated paperwork.

The Board had previously approved the Supplemental Agreement on September 18, 2017. However, now that MDOT has reviewed the agreement, Engineering is making the request for reauthorization.

SHEILA JONES
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

DAVID BISHOP
District Four

PAUL GRIFFIN
District Five

Between the
MADISON COUNTY BOARD OF SUPERVISORS
And
WAGGONER ENGINEERING, INC.

SUPPLEMENTAL AGREEMENT NO. 1

ROADWAYS OF REUNION PARKWAY AND HIGHLAND COLONY PARKWAY
MADISON COUNTY
Project No. STP-0045-00(027)LPA/106482-701000

WHEREAS, WAGGONER ENGINEERING, INC. (the CONSULTANT) entered into the Construction Engineering & Inspection Contract with the MADISON COUNTY BOARD OF SUPERVISORS (the LPA) on the 23rd day of June, 2016, to perform Construction Engineering & Inspection Services, as provided for in Project No. STP-0045-00(027)LPA/106482-701000 (the PROJECT); and,

WHEREAS, the CONSULTANT has diligently pursued the task as contracted, in accordance with the requirements of the oversight agency, The Mississippi Department of Transportation (MDOT), and,

WHEREAS, the original FEE SCHEDULE was projected using known historical production data of similarly completed projects, and,

WHEREAS, the LPA has determined that an Supplemental Agreement is in order to increase the amount of the construction contract in order to provide a “Truck Lane” on the Eastern, Northbound Lane of Highland Colony Parkway, and,

WHEREAS, this Supplemental Agreement will increase the contract amount by approximately \$1,635,217.50 and 22 Contract Work Days, and,

WHEREAS, the CONSULTANT will require \$54,695.41 additional budget, above and beyond the original FEE SCHEDULE, in order to properly maintain the required level of Construction, Engineering and Inspection services warranted by industry practices and mandated by the MDOT as well as provide for direct costs and testing services for the additional 22 Work Days, and,

WHEREAS, the CONSULTANT agrees to continue and complete the work in accordance with best practices, sound professional judgement, and the requirements of the MDOT for an additional cost not to exceed \$54,695.41;

NOW THEREFORE, it is mutually agreed that the CONSULTANT will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the LPA will compensate the CONSULTANT for services as follows:

Created – 11/01/08
Revised – 02/11/15
Construction Engineering and Inspection Contract Supplemental Agreement

Scope-Of-Work

The CONSULTANT has been requested to provide additional services related to the PROJECT which include:

The CONSULTANT shall provide additional Construction Engineering & Inspection Services for Contractor's 22 extended work days and to provide for direct costs and testing services.

The Maximum Allowable Cost shall be amended to add the sum of \$54,695.41 so the revised total Maximum Allowable Contract Costs is \$562,252.38. The new Maximum Allowable Cost is delineated below in the Schedule.

Schedule:

	Labor	Direct Cost	Subconsultants	Total
Original	\$442,966.20	\$15,714.00	\$48,876.77	\$507,556.97
SA #1	\$45,886.68	\$1,640.00	\$7,168.73	\$54,695.41
Totals	\$488,852.88	\$17,354.00	\$56,045.50	\$562,252.38

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated herein.

The effective date of this Supplemental Agreement is agreed to by all parties to be March 2, 2017.

Dated, the _____ day of _____, 2017
MADISON COUNTY BOARD OF SUPERVISORS

Sheila Jones, President

Dated, the _____ day of _____, 2017
Waggoner Engineering, Inc.

Hunter Arnold, P.E., Vice President