


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

3137 South Liberty Street, Canton, MS 39046  
Office (601) 790-2525 FAX (601) 859-3430

MEMORANDUM

June 27, 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.   
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 executed the agreement, Engineering is making the request for reauthorization.

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

## Inter-Departmental Memorandum

**TO:** **President Sheila Jones**

**FROM:** Scot Ehrgott, P.E.

**DATE:** 6/22/18

**SUBJECT:** Construction Engineering and Inspection Contract Review  
STP-0045-00(027)LPA/ 106482-701000 SA No. 1  
Madison County Board of Supervisors – Repair and Overlay  
Reunion Parkway and Highland Colony Parkway Project  
Madison County

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Jeff,


The Consultant Services Unit (CSU) has reviewed the following attached Supplemental Agreement No. 1 for a change in the Scope of Work to provide additional CE&I Services for an additional 22 working days per the Contractor's Supplemental Agreement No. 3 between the Madison County Board of Supervisors (LPA) and Waggoner Engineering, Inc. (the Consultant) for the above referenced Project in the amount of \$54,441.01 for a revised maximum not to exceed cost of \$561,997.98.

With the approval of the LPA District Coordinator, the LPA may execute the SA at their discretion. According to the Memorandum of Understanding between the LPA and the Mississippi Department of Transportation Commission (COMMISSION), the LPA will be responsible for all Project costs over and above the maximum amount of Federal Funds allocated to the Project by the COMMISSION.

The LPA may retain one (1) original for their file and remit the other original to the Consultant. Send one (1) copy of the fully executed SA and Notice to Proceed (NTP) to the MDOT District LPA Coordinator, the LPA Division (C/o Necole Baker), and Consultant Services Unit (Attention: Scot Ehrgott).

Please also advise the LPA that any future SA's must be forwarded to the MDOT for concurrence before they are executed.

Regards,

  
Scot Ehrgott, P.E.  
MDOT Director of Consulting Services  
SE/sh

cc: 77-01 LPA Division

RECEIVED

JUN 22 2018

LPA DIVISION

{P.Morgan/Baker}



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

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Mr. Jeff Altman, P.E., State LPA Engineer  
Mississippi Department of Transportation  
401 North West Street  
Jackson, MS 39201

June 11, 2018

RE: Request for Concurrence of Supplemental Agreement #1

Mr. Altman,

The Madison County Board of Supervisors has reviewed the attached Supplemental Agreement #1 for CE&I Services submitted to us by Waggoner Engineering, Inc. which has been revised based on comments from MDOT. We are in agreement with the scope of the work requested and the cost associated with the Supplemental Agreement. As a result of our review, we would like to formally submit Supplemental Agreement # 1 to your office with our request to concur and approve.

If you should have any questions, please contact Dan Gaillet, County Engineer, at 601-855-5582 or Hunter Arnold at 601-355-9526.

Sincerely,



Dan Gaillet, P.E.  
Madison County Engineer

Cc: Madison County Board of Supervisors  
Scot Ehrgott, MDOT CSU  
Necole Baker, MDOT LP  
Hunter Arnold, Waggoner Engineering, Inc.

Created – 11/01/08

Revised – 02/11/15

Supplemental Agreement boilerplate for Construction Engineering and Inspection Contract – Adding additional days per Contractors SA

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 23<sup>rd</sup> day of June, 2016, to perform **Milling, leveling, base repair and overlay of Road A-Reunion Parkway Phase 2 from MS Hwy 463 to Madison Station Elementary School, and Road B-Highland Colony Parkway from Business Park Drive to State Maintenance Limit South of Old Agency Road**, as provided for in Project No. STP-0045-00(027)LPA/106482-701000 (the PROJECT); and,

WHEREAS, the CONSULTANT has been requested to provide **additional CE&I services** resulting from a change in the scope of the project that includes direct costs and testing services for a one mile “Truck Lane” with an increase in structure thickness on the Eastern, Northbound Lane of Highland Colony Parkway; and,

WHEREAS, the LPA agrees that the CONSULTANT is entitled to additional compensation for Additional Services (Extra Work) as required by the LPA; and

WHEREAS, the total current construction time was **150 Working Days** in the construction contract; and

WHEREAS, the contractor and LPA have agreed to the Contractors Supplemental Agreement # 3 to add an additional **22 Working Days** to the current construction time; and

WHEREAS, the LPA has requested that the CONSULTANT continue all construction engineering and inspection (CE&I) services for the additional time added to the construction contract; and

WHEREAS, the CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed **\$54,441.01**;

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

Supplemental Agreement boilerplate for Construction Engineering and Inspection Contract – Adding additional days per Contractors SA

**Scope-of-Work**

The CONSULTANT has been requested to provide additional services related to the PROJECT which include: The CONSULTANT shall continue to provide CE&I Services for an additional **22 Working Days** for a total of **172 Working Days**.

The Maximum Allowable Cost shall be amended to add the sum of **\$54,441.01** so the revised total Maximum Allowable Contract Costs is **\$561,997.98**. The new Maximum Allowable Cost is delineated below in the Schedule.

**Fees and Expenses Schedule:**

	Labor	Direct Cost	Subconsultants	Total
<b>Original</b>	\$442,966.20	\$15,714.00	\$48,876.77	\$507,556.97
<b>SA #1</b>	\$51,706.51	\$1,782.00	\$952.50	\$54,441.01
<b>Totals</b>	\$494,672.71	\$17,496.00	\$49,829.27	\$561,997.98

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

Therefore, this Supplemental Agreement is so accepted and agreed upon the latest date of execution and shall be retroactively effective as of April 1, 2018.

Dated, the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**MADISON COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Sheila Jones, President

Dated, the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Waggoner Engineering, Inc.**

  
\_\_\_\_\_  
Hunter Arnold, P.E., Vice President