

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

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MEMORANDUM

January 30, 2019

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. *DG*
County Engineer

Re: Supplemental Agreement #2
Waggoner Engineering, Inc.
Reunion Parkway and Highland Colony Parkway

The Engineering Department is recommending approval of Supplemental Agreement #2 for Waggoner Engineering, Inc. to continue CE&I Services for Highland Colony Parkway Project, in a fee not to exceed \$61,614.20.

Created – 11/01/08

Revised – 02/11/15

Construction Engineering and Inspection Contract Supplemental Agreement boilerplate

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

SUPPLEMENTAL AGREEMENT NO. 2

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 (CE&I) Contract with the MADISON COUNTY BOARD OF SUPERVISORS (the LPA) on the 23rd day of June, 2016, to oversee Construction services including 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 original construction time was 150 Working Days in the Contractors Construction Contract; and

WHEREAS, the CONSULTANT received the Supplemental Agreement #1, as a result of the Contractors Supplemental Agreement #3 adding 22 Working Days, in the amount of \$54,441.01 to provide additional CE&I services for a revised total of 172 Working Days; and,

WHEREAS, the Contractor and the LPA executed Contractors Supplemental Agreements #5, #6, and #7 for base repairs, adding an additional 11 working days, for the Contractor to complete; and,

WHEREAS, the CONSULTANT has been requested to provide additional CE&I services as a result of a change in the scope of the project for a revised total of 183 Working Days; 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 CONSULTANT agrees to perform the Extra Work for an additional cost not to exceed \$61,614.20;

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:

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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 associated with the Contractors Supplemental Agreements #5, #6, and # 7 for an additional **11 working days**.

In addition, both parties agree to add Ryan Herndon as Project Manager to the current Rate Table at a “not to exceed” rate of \$201.75/hour since the current Project Manager, Martin L. Wolfe is no longer employed by the CONSULTANT.

The Maximum Allowable Cost shall be amended to add the sum of **\$61,614.20** so the revised total Maximum Allowable Contract Costs is **\$623,612.18**. 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	\$ 51,706.51	\$ 1,782.00	\$ 952.50	\$ 54,441.01
SA#2	\$ 61,614.20	\$ 0.00	\$ 0.00	\$ 61,614.20
Totals	\$ 556,286.91	\$ 17,496.00	\$ 49,829.27	\$ 623,612.18

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

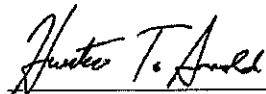
Therefore, this Supplemental Agreement is so accepted and agreed upon the latest date of execution and shall be effective as of June 14, 2018.

MADISON COUNTY BOARD OF SUPERVISORS

Sheila Jones, President

Dated, the _____ day of _____, 2018

Waggoner Engineering, Inc.



Hunter Arnold, P.E., Vice President