


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

March 12, 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.  
County Engineer 

Re: Stokes Road Emergency Repair

The Engineering Department is recommending approval for the Board President, along with the County Engineer, to sign the contract related to emergency repairs of Stokes Road.

Utility Constructors, Inc. submitted a quote in the amount of \$166,250.00 for the removal and disposal of existing double CMP and replace with a 49' long, 9.5' diameter railroad tanker car where a portion of Stokes Road was becoming compromised due to the failure of existing drainage structures.

**MADISON COUNTY EMERGENCY DECLARATION AGREEMENT  
STOKES ROAD RAILCAR INSTALLATION**

This Agreement made and entered into by and between Utility Constructors, Inc. ("Contractor") and Madison County, Mississippi, a municipal corporation ("County").

WITNESSETH:

That for and in consideration of the mutual benefits and advantages each to the other, as hereinafter set forth, the parties hereto agree as follows:

1. The Contractor's Proposal covering the work to be done for the of **INSTALLATION OF RAILCAR UNDER STOKES ROAD** and the General Terms are attached hereto and hereby made a part of this Agreement as fully and completely as if set forth in words herein. It shall also include any subsequent Supplemental Agreements and Change Orders approved by the Contractor and County.
2. That the work to be done is the construction of certain improvements designated as **INSTALLATION OF RAILCAR UNDER STOKES ROAD** and described as follows:

Supplying all labor, equipment, and materials necessary for the **INSTALLATION OF RAILCAR UNDER STOKES ROAD** in Madison County, Mississippi. Contractor agrees to pick up and transport the railcar, furnished by Madison County and located at the Madison County Road Department at 3137 S. Liberty Street in Canton, MS, to the site. Contractor will remove any and all existing culverts and debris immediately adjacent to the work area and haul offsite. Any trees deemed to be in the way of construction shall be removed and hauled offsite (minimum 3 large trees). The railcar may need to be bedded, the need for this and the depth shall be determined in the field by the County Engineer. The railcar will be backfilled with either suitable onsite material or borrow material compacted to a minimum of 95% Proctor. The final 1 ft layer of fill shall be crushed stone under the roadway area. A cast in place reinforced concrete headwall with wings and apron with 3' deep toe wall is to be constructed on each end. Upstream end headwall is anticipated to be 5 ft. above the top of the pipe while the downstream headwall is anticipated to be 3 ft. above the top of the pipe. Final height is to be determined in the field by the County Engineer. Riprap will be required on each end of the project and along the side ditches in the location(s) determined by the County Engineer in the field. All items not included specifically but that are required to complete the scope of the project are deemed to be subsidiary to other pay items.

3. The Contractor agrees to faithfully complete all of said work contemplated by this contract in a good and workmanlike manner, strictly in accordance with the requirements of the County, to the complete satisfaction of the Madison County Board of Supervisors or their authorized representatives, and in accordance with the laws of the State of Mississippi, the ordinances of Madison County and applicable federal laws and regulations, for which the County hereby agrees to pay and the Contractor agrees to accept a sum of money in

current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the contract unit prices therefore as stated in the Contractor's Proposal, attached hereto and made a part hereof, the sum not to exceed one hundred sixty six thousand two hundred and fifty dollars and no cents (\$166,250.00) plus the amount of any supplemental agreements as full compensation for furnishing all materials, performing of all work contemplated under the contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this contract.

5. The Contractor agrees and binds itself to indemnify and save harmless and to defend any claims or suits against Madison County by reason of any and all claims for damages arising from the performance of this Contract as a result of negligence on the part of the Contractor, or for any reason whatsoever and particularly from the public use of any streets on or across which construction is required.
6. The Contractor agrees to commence work required by the Contract Documents within TWENTY FOUR (24) HOURS after the written Notice to Proceed from the County. The Contractor will continued the work herein described until the project is complete and avoid any delay within the Contractor's control. The Contactor agrees to complete the project at the earliest possible date but no later than ten (10) days from the date of the Notice to Proceed.
7. The Contractor agrees to allow the County, or any of its duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project that is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcripts, and Contractor agrees to insert an identical clause in any and all subcontracts.
8. Subcontractors will comply with all applicable laws and regulations pertinent to this Contract, the same as the Contractor.

IN WITNESS WHEREOF the parties hereto have filed their signatures this the

7<sup>th</sup> day of March,  
2019.

Contractor: Utility Constructors, Inc

Signature of Signing Party: 

Printed Name of Signing Party: Terry W. Lovell

Title: President

Madison County Board of Supervisors


\_\_\_\_\_  
Board President

Per Board Approval 03/04/2019

ATTEST:

By: \_\_\_\_\_  
Chancery Clerk

Madison County Board of Supervisors

  
\_\_\_\_\_  
County Engineer

## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

Defined Terms:

1. Agreement: The written agreement between County and Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
2. Change Order: A written order to the Contractor signed by the County authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.
3. Contract Documents: The Agreement, the Contractor's Proposal, these General Conditions, the Supplementary Conditions (if any), the Special Conditions (if any), and any Change Orders that are approved during the life of the Contract.
4. Contract Price: The monies payable by County to Contractor under the Contract Documents as stated in the Agreement.
5. Contract Time: The number of days or the date stated in the Agreement for the completion of the Work.
6. Contractor: The person, firm or corporation with whom County has executed the Agreement.
7. County: Madison County, Mississippi
8. Day: A calendar day of twenty-four hours measured from midnight to the next midnight.
9. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation for final payment .
10. Effective date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
11. Engineer: The County Engineer or the Resident Project Representative.
12. Field Order: A written order issued by Engineer which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve change in the Contract Price or the Contract Time.
13. Modifications:
  - a. A written amendment of the Contract Documents signed by both parties;
  - b. A Change Order;
  - c. A Field Order.

A modification may only be issued after the effective date of the Agreement.

14. Notice to Proceed: Written notice by the County Engineer or his representative to begin work as contemplated by the Agreement.
15. Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
16. Resident Project Representative: The authorized representative of Engineer whom is assigned to the site or any part thereof.
17. Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
18. Subcontractor: An individual, firm or corporation having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.
19. Substantial Completion: The Work for a specified part thereof has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work for a specified part can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with Paragraph 14.9.A. The terms "substantially complete" and "substantially completed" as applied to any Work refer to substantial completion thereof.
20. Supplementary Conditions (if any): Modifications and additions to the General Conditions.
21. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## **ARTICLE 2 – CONTRACT DOCUMENTS**

- 2.1 The Contract Documents comprise the entire Agreement between County and Contractor concerning the Work. They may be altered only by a written modification through a Change Order duly signed in advance of contract work necessitated by such modification.
- 2.2 The Contract Documents will be governed by the law of the State of Mississippi.

## **ARTICLE 3 –INSURANCE**

- 3.1 Contractor's Liability Insurance:
  - A Contractor shall maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance of the Work is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 1 Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts:
  - 2 Claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees:
  - 3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees:
  - 4 Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or (b) by any other person for any other reason.
  - 5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefor.
  - 6 Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
  - 7 Claims for damages because of bodily injury or death of any person arising out of operation of law.
- B The insurance required by Paragraph 3.1.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided below, or required by law, whichever is greater:
- 1 Statutory workmans' compensation insurance;
  2. Contractor's public liability and property damage liability insurance for not less than:
    - a. Bodily injury - \$100,000 each person, \$200,000 each occurrence
    - b. Property damage - \$50,000 each occurrence, \$250,000 aggregate
  3. Automobile liability insurance - \$100,000 each person, \$200,000 each occurrence for bodily , and \$50,000 property damage
  4. Comprehensive loss insurance on the project in at least the amount of the construction contract
- 3.2 Contractor shall obtain proper endorsements to add the Madison County Board of Supervisors, as the certificate holder and additional named insured on the general liability policies.
- 3.3 All such insurance shall remain in effect until final payment and at all times thereafter when Contractor may be correcting, removing or replacing defective Work. The comprehensive general liability insurance shall include completed operations insurance and shall include County and County Engineer and their agents and employees as additional insureds. Contractor shall maintain such completed operations insurance for at least two years after final payment and shall furnish County with evidence of continuation of such insurance at final payment and one year thereafter.
- 3.4 Contractual Liability Insurance: The comprehensive general liability insurance required by Paragraph 3.1 shall include contractual liability insurance applicable to Contractor's obligations.

## **ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES**

- 4.1 Contractor will supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
- 4.2 Contractor shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by Contractor. Nothing in the Contract Documents shall create any contractual relationship between County or County Engineer and any Subcontractor or other person or organization having a direct contract with Contractor, nor shall it create any obligation on the part of County or County Engineer to pay or to see to the payment of any monies due any Subcontractor or other person or organization, except as may otherwise be required by law.
- 4.3 Laws and Regulations: Contractor shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If Contractor performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to Engineer, Contractor shall bear all costs arising there from.
- 4.4 Use of Premises:
- A Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.
  - B During progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by County. Contractor shall restore to their original condition those portions of the site not designated for alternation by the Contract Documents.
  - C Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.
- 4.5 Indemnification:
- To the fullest extent permitted by law, Contractor shall indemnify and hold harmless County and Engineer and their agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting there from and (2) is caused in whole or in part by either



- 1 any negligent act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or;
- 2 arises out of operation of law as a consequence of any act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.

#### **ARTICLE 5 – COUNTY’S RESPONSIBILITIES**

- 5.1 Rejecting Defective Work: County will have authority to disapprove or reject Work which County believes to be defective, and will also have authority to require special inspection or testing of the work, whether or not the Work is fabricated, installed or completed.

#### **ARTICLE 6 – CHANGES IN THE WORK**

- 6.1 Without invalidating the Agreement, County may, at any time or from time to time, order additions, deletions or revisions in the work; these will be authorized by written Change Orders only; duly signed in advance by the parties. Upon receipt of a Change Order, Contractor shall proceed with the Work involved. All such work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made on the basis on a claim made by either party.
- 6.2 Engineer may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on County and also on Contractor, who shall perform the change promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or Contract Time, Contractor may make a claim therefor.
- 6.3 Additional Work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time, except as in the case of an emergency.
- 6.4 County shall execute appropriate written Change Orders prepared by County Engineer covering changes in the Work which are required by County.

#### **ARTICLE 7 – CHANGE OF CONTRACT PRICE**

- 7.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at his expense without change in the Contract Price.
- 7.2 The Contract Price may only be changed by a written Change Order duly signed in advance by the parties. Any claim for an increase in the Contract Price shall be based on written notice delivered to County and Engineer within three (3) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within three (3) days of such occurrence unless Engineer allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by Engineer if County and Contractor cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a written Change Order.

7.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the ways listed herein.

A Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

B By mutual acceptance of a lump sum.

#### **ARTICLE 8 – WARRANTY AND GUARANTEE; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

8.1 Warranty and Guarantee: Contractor warrants and guarantees to County and Engineer that all work will be in strict accordance with the Contract Documents and will not be defective. Prompt notice after discovery of all defects shall be given to Contractor. All defective Work, whether or not in place, may be rejected or corrected.

8.2 One Year Correction Period: If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to County and in accordance with County's written instructions, either correct such defective Work, or, if it has been rejected by County, remove it from the site and replace it with nondefective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, County may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by Contractor. This paragraph is not intended to and does not waive or shorten any applicable statute of limitation or repose.

8.3 Final Inspection: Upon written notice from Contractor that the Work is complete, Engineer will make a final inspection with County and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

#### **ARTICLE 9 – MISCELLANEOUS**

9.1 Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

9.2 General: The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor, and all of the rights and remedies available to County and Engineer thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and

guarantees made in the Contract Documents shall survive formal payment and termination or completion of this Agreement.

- 9.3 Headings: The Article and Paragraph headings are inserted for convenience only and do not constitute part of these General Conditions.



## Proposal for Installation of Railcar under Stokes Road in Madison County, Mississippi

### Scope of Services:

#### Removal and Disposal of Existing Double CMP and Replace with a 49 ft. Long, 9.5 ft. Diameter Railroad Tanker Car

The railcar is furnished by Madison County and located at the Madison County Road Department at 3137 S. Liberty Street in Canton, MS. Contractor will pick up and transport it to the site. The existing culverts along with any and all debris immediately adjacent to the work area will be removed and hauled offsite. Any trees deemed to be in the way of the construction shall be removed and hauled offsite (min 3 large trees). The railcar may need to be bedded, the need for this and the depth shall be determined in the field by the Engineer. The railcar will be backfilled with either suitable onsite material or borrow material compacted to a minimum of 95% Proctor. The final 1 ft. layer of fill shall be crushed stone under the roadway area. A cast in place reinforced concrete headwall with wings and apron with 3' deep toe wall is to be constructed on each end. Upstream end headwall is anticipated to be 5 ft. above the top of the pipe while the downstream headwall is anticipated to be 3 ft. above the top of the pipe. Final height is to be determined in the field by the Engineer. Riprap will be required on each end of the project and along the side ditches in the location(s) determined by the Engineer in the field. County will provide traffic control for the project. All items not mentioned here specifically but are required to complete the scope of the project are deemed to be subsidiary to other pay items.

#### CONTRACTOR SHALL MOBILIZE TO THE SITE WITHIN 24 HRS OF THE RECEIPT OF THE PURCHASE ORDER

Pick Up and Transport Railcar to Site	1 LS	\$ <u>2,500<sup>00</sup></u>	\$ <u>2,500<sup>00</sup></u>
Removal of Existing Asphalt	1 LS	\$ <u>2,500<sup>00</sup></u>	\$ <u>2,500<sup>00</sup></u>
Clearing and Grubbing	1 LS	\$ <u>30,000<sup>00</sup></u>	\$ <u>30,000<sup>00</sup></u>
Channel Excavation	1 LS	\$ <u>10,000<sup>00</sup></u>	\$ <u>10,000<sup>00</sup></u>
Installation of Railcar	1 LS	\$ <u>14,000<sup>00</sup></u>	\$ <u>14,000<sup>00</sup></u>
Concrete Headwalls	35 CY	\$ <u>1,500<sup>00</sup></u>	\$ <u>52,500<sup>00</sup></u>
Excess Excavation (LVM)	100 CY	\$ <u>20<sup>00</sup></u>	\$ <u>2,000<sup>00</sup></u>
Borrow Excavation (LVM)	400 CY	\$ <u>10<sup>00</sup></u>	\$ <u>4,000<sup>00</sup></u>
Furnish and Install Rip Rap (#300) w/Geo-textile Fabric	500 Tons	\$ <u>75<sup>00</sup></u>	\$ <u>37,500<sup>00</sup></u>
#610 Crushed Limestone	150 Tons	\$ <u>75<sup>00</sup></u>	\$ <u>11,250<sup>00</sup></u>
		<b>TOTAL BID PRICE:</b>	\$ <u>166,250<sup>00</sup></u>

Submitted: W.T. Little, Construction, Inc  
 Title: President  
 Company: W.T. Little, Construction, Inc  
 Date: 3/5/2019

Any questions should be directed to Tim Bryan, P.E., Assistant County Engineer, at 601-790-2525.

Proposals shall be emailed to [amber.pope@madison-co.com](mailto:amber.pope@madison-co.com) no later than Wednesday, March 6, 2019, 12:00 pm (NOON)