

Department of Engineering  
Tim Bryan, P.E., County Engineer

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**MEMORANDUM**

December 2, 2020

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

From: Tim Bryan, P.E., PTOE  
County Engineer

Re: Supplemental Agreement #1, Hemphill Construction  
Ben Luckett Road Bridge, LSBP-45(17)

The Engineering Department is requesting the Board approve the Supplemental Agreement #1 to the contract of Hemphill Construction Company Inc. for \$1,800.00 to remove and replace a crushed driveway pipe adjacent to the bridge and to authorize the Board President to sign the OSARC Supplemental Agreement – Contract form.

SUPPLEMENTAL AGREEMENT

PROJECT NO. LSBP-45(17)  
MADISON COUNTY

OFFICE OF STATE AID ROAD CONSTRUCTION  
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WHEREAS, (I), (We), Hemphill Construction Co., Inc.  
Contractor, of P.O. Box 879, Florence, MS, and  
The Federal Insurance Company of  
202B Halls Mill Road, PO Box 1650, Whitehouse Station, New Jersey, Surety, entered into a contract with the  
Board of Supervisors of MADISON County on the 11th day of  
February, 2020, for the construction of the above designated project, and

WHEREAS, an existing driveway pipe was found to be damaged/non-functional after the start of construction,

WHEREAS, an evaluation by the Engineer and the Contractor resulted in the decision to replace the pipe to allow proper drainage of the roadside ditches,

WHEREAS, the original contract is absent a pay item to cover the removal of the existing pipe and installation of a new pipe,

NOW, THEREFORE, IT IS HEREBY AGREED that the following items, at the unit prices shown, shall be added to the contract to accomplish this work:

Pay Item	Description	Price	Unit	Quantity	Total
S-202-C	Removal of Pipe	\$15.00	LF	20.0	\$300.00
S-603-PE	18" Corrugated Polyethylene Pipe	\$50.00	LF	30.0	\$1,500.00
<b>Estimated Total</b>					<b>\$1,800.00</b>

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

NOW, THEREFORE, (I), (We), Hemphill Construction Co., Inc., Contractor, and  
the Federal Insurance Company, Surety,

Hereby agree to aid Supplemental Agreement consisting of the above mentioned items and prices and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under the specifications thereof, and that the original contract is in full force and effect except as it might be modified by this Supplemental Agreement.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Federal Insurance Company  
Surety  
By: Mary Anne Goodin  
Attorney In Fact Mary Anne Goodin

Hemphill Construction Co., Inc.  
Contractor  
By: Richard A. Rula  
Title Richard A. Rula, President

RECOMMENDED FOR APPROVAL:  
[Signature]  
County Engineer

APPROVED: \_\_\_\_\_  
Date

APPROVED:  
BOARD OF SUPERVISORS  
Madison COUNTY

\_\_\_\_\_  
State Aid Engineer  
Office of State Aid Road Construction

(By Order of the Board Dated \_\_\_\_\_)  
By: \_\_\_\_\_  
President