

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

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MEMORANDUM

March 31, 2021

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
H&M Construction, LLC
Oakfield Blvd Drainage Improvements

The Engineering Department is recommending approval of Supplemental Agreement #1 to the contract of H&M Construction, LLC in the amount of \$78,208.00 Oakfield Blvd Drainage Improvements. This SA is needed to undercut the road and provide a solid subbase for the new raised road. The extremely wet condition of the site has caused the current subgrade to become saturated and not stable.

SHEILA JONES
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL BANKS
District Four

PAUL GRIFFIN
District Five

SUPPLEMENTAL AGREEMENT #1
Oakfield Boulevard Drainage Improvements

WHEREAS, WE, H&M Construction, LLC, Contractor, and Western Surety, Surety, entered into a contract with Madison County, Mississippi, on the 5th day of October, for the construction of Oakfield Boulevard Drainage Improvements Project; and

WHEREAS: The project provides for drainage improvements along Oakfield Boulevard.

WHEREAS: During the course of construction, the contractor encountered unforeseen conditions, including unstable subgrade resulting in the need to undercut and add an additional 12" of crushed stone with two layers of geogrid for approximately 440 linear foot of the project adjacent to the channel, in order to provide a stable subgrade for paving operations.

WHEREAS: During the course of construction, the channel bank downstream and immediately north of the project was found to be eroding. Per County request, additional quantities of unclassified excavation, riprap and geotextile fabric will be added to the project, in order to resolve this issue.

NOW, THEREFORE, It is mutually agreed by all parties to add the following pay items:

- Pay Item 203-G001 Excess Excavation, FM, AH – 469 CY
 - Unit Price: \$9.50/CY = \$4455.50
 - Excess to be trucked and disposed of by Madison County. H&M Construction shall not be held liable once Madison County's trucks have left the project site.
 - The price listed above for Excess Excavation is contingent upon no unforeseen delays caused from Madison County's trucks. It is proposed that in the event there is a delay proved to be caused by Madison County that is unreasonable, there will be an additional charge of \$280 per hour.
- Pay Item 907-409-A: Geogrid - 5100 SY
 - Unit Price: \$3.00/SY = \$15,300.00

NOW, THEREFORE, It is mutually agreed by all parties to increase the quantities for the following pay items by the amount noted:

- Pay Item 203-A001 Unclassified Excavation, FM, AH - 60 CY
 - Unit Price: \$10.00/CY = \$600.00
- Pay Item 304-F002 Size 610 Crushed Stone Base - 1150 TON
 - Unit Price: \$45.00/TON = \$51,750.00
- Pay Item 815-A007 Loose Riprap, Size 300 - 100 TON
 - Unit Price: \$59.00/TON = \$5,900.00
- Pay Item 815-E001 Geotextile under Riprap - 135 SY
 - Unit Price: \$1.50/SY = \$202.50

NOW, THEREFORE, It is mutually agreed by all parties to add 14 calendar days for a total of 164 days and \$78,208.00 for a project total of \$640,254.00

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

