

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

3137 South Liberty Street, Canton, MS 39046
Office (601) 855-5582 FAX (601) 859-5857

MEMORANDUM

May 22, 2024

To: Casey Brannon, 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
Reunion Parkway, Phase 2 Project

The Engineering Department is recommending the approval of Supplemental Agreement #1 to Hemphill Construction's contract for additional services as related to modifications made to drainage on Reunion Parkway, Phase 2 project. These changes increased some pay items while decreasing others for a net change in the overall project of -\$163.03.

Madison County Board of Supervisors
Project No. STP-0055-02(208) / 105278-701000
SUPPLEMENTAL AGREEMENT NO. 1

CSD-720-LPA

Sheet 1 of 6

WHEREAS, Hemphill Construction Co., Inc., Contractor, and Federal Insurance Company, Surety, entered into a contract with the Madison County Board of Supervisors, LPA, on the 16th day of October 2023, for the construction of Reunion Parkway, Phase 2; Project No. STP-0055-02(208)/105278-701000, Madison County; and

WHEREAS: The project provides for the construction of Reunion Parkway from Bozeman Road to Parkway East in Madison County, MS; and

WHEREAS: While the contractor was reviewing the drainage layout and design on the project, the 18" Reinforced Concrete Pipe, Class III between GI-1 at station 100+86 and GI-1 at station 101+99 was found to have reverse flow between the invert elevations, and

WHEREAS: In order to provide proper flow and drainage, the system was redesigned in this area and the pipe layout changed. To provide the required clearance from the top of the pipe and the roadway structure a lower profile pipe was required to meet the low clearance and the drainage requirements, and

WHEREAS, To make the drainage system function properly, the 18" RCP must be replaced with 22"x13" Concrete Arch Pipe, Class A III and realigned (as shown in the Revised Plan Sheets) with a 22"x13" branch connection added to tie the new pipe back into the drainage system, and

WHEREAS, The construction plans show to install 208 feet of 48" Reinforced Concrete Pipe with two Flared End Sections at Station 72+52. When work started on the project it was noticed that an existing 48" Reinforced Concrete Pipe was already in place. It was decided by the owner and the engineer that an inspection of the pipe must be made to determine what condition it is in and if it will be allowed to remain. A pay item for reinforced concrete pipe inspection was not included in the contract documents and will be made part of the contract by this supplemental agreement.

WHEREAS, During the layout and staking of the storm drain system the contractor noticed several utility lines were close to the location of the storm drainpipe. After a site visit by the owner and the engineer, it was decided to add a Potholing pay item to the contract to verify the location and elevation of the existing utilities near the storm drainpipe. A pay item for Potholing was not included in the contract documents and will be made part of the contract by this supplemental agreement. After further evaluation of the existing utilities, it was decided that the planned layout of storm drainpipe will not be able to be installed due to the utility conflicts, and the drainage system will have to be modified (as shown is the Revised Plan Sheets) to avoid the utility conflicts. Existing pay items will be used for the work with changes to the required quantities.

NOW, THEREFORE: It is mutually agreed by all parties concerned that the following Pay Items, Pay Item Descriptions, Units, and Unit Prices be added to the contract to compensate the contractor for the work performed. It is also agreed that eighteen (18) Working Days shall be added to the contract for this work. It is further mutually agreed that this work will be performed by the contractor, and payment shall be full compensation for all materials, labor, equipment, and incidentals necessary to complete the work:

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

This Supplemental Agreement has been discussed with the Madison County Engineer (Tim Bryan), Waggoner Engineering personnel (Ken Morris), MDOT District LPA Engineer (Will Andrews), MDOT Construction Area Engineer (Rich Love).

Madison County Board of Supervisors
 Project No. STP-0055-02(208) / 105278-701000
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Sheet 2 of 6

ADDED/INCREASED PAY ITEMS					
Pay Item No.	Description of Item	Unit	Quantity	Unit Price	Extension
603-CE002-S/A	22" x 13" Concrete Arch Pipe, Class A III	LF	144	\$120.92	\$17,412.48
603-CF002-S/A	22" x 13" Concrete Arch Pipe End Section	Each	1	\$1,701.90	\$1,701.90
603-SB024-S/A	22" x 13" Branch Connections, Stub into Concrete Pipe	Each	1	\$3,777.92	\$3,777.92
620-B001-S/A	Requisite Work - Pipe Inspection of 48" RCP at Station 72+52	LS	1	\$1,254.92	\$1,254.92
260-A001-S/A	Utility Work - Potholing for Existing Utilities	HR	25	\$394.27	\$9,856.75
603-CE013	36" x 23" Concrete Arch Pipe, Class A III	LF	1048	\$243.00	\$254,664.00
603-CF004	36" x 23" Concrete Arch Pipe End Section	Each	2	\$2,220.00	\$4,440.00
203-F001	Channel Excavation, FM	CY	1800	\$34.00	\$61,200.00
815-A007	Loose Riprap, Size 300	Ton	2200	\$108.50	\$238,700.00
					\$593,007.97

DECREASED PAY ITEMS					
Pay Item No.	Description of Item	Unit	Quantity	Unit Price	Extension
603-CA011	18" Reinforced Concrete Pipe, Class III	LF	-260	\$78.00	(\$20,280.00)
603-SB016	18" Branch Connections, Stub into Concrete Pipe	Each	-1	\$4,670.50	(\$4,670.50)
603-CA076	48" Reinforced Concrete Pipe, Class III	LF	-208	\$261.00	(\$54,288.00)
603-CB008	48" Reinforced Concrete End Section	Each	-1	\$3,132.50	(\$3,132.50)
603-ALT019	58" x 36" Type A Alternate Pipe	LF	-96	\$352.50	(\$33,840.00)
603-CE028	58" x 36" Concrete Arch Pipe, Class A III	LF	-1760	\$271.00	(\$476,960.00)
					(\$593,171.00)

Difference in Cost = (\$163.03)

Original Contract Amount: \$31,961,800.00
 Decreased by Supplemental Agreement #1: (\$163.03)
Revised Contract Amount: \$31,961,636.97

Madison County Board of Supervisors
Project No. STP-0055-02(208) / 105278-701000
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NOW, THEREFORE, WE, Hemphill Construction Company, Inc., Contractor, and Federal Insurance Company, Surety, hereby agree to said Supplemental Agreement consisting of the above-mentioned item and price and agree that this Supplemental Agreement is hereby made a part of the original contract to be performed under specifications thereof, and that the original contract is in full force and effect, except insofar as it might be modified by this Supplemental Agreement.

Dated, this _____ day of _____, 2024.

<u>Federal Insurance Company</u> Surety		<u>Richard M...</u> Contractor
By: <u>Mary Anne Goodin</u>	05-15-2024	<u>5/15/2024</u>
Mary Anne Goodin, Attorney in Fact	Date	Date

RECOMMENDED FOR APPROVAL:

Ken M... 5/20/24
LPA Project Engineer Date

MDOT District Engineer Date 5/20/2024

MDOT State Construction Engineer Date *

MDOT Executive Director Date * Book _____ Page _____
for the Mississippi Transportation Commission

APPROVED:

LPA OFFICIAL Date

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

After award of the contract, the contractor started reviewing and checking pipe elevations, lengths, and layout. During this checking process the 18" Reinforced Concrete Pipe, Class III between GI-1 at station 100+86 and GI-1 at station 101+99 was found to have reverse flow between the two invert elevations. The contractor notified the engineer of the backwards slope in the pipe, and in order to provide proper flow and drainage, the system was redesigned in this area and the pipe layout changed. To provide the required clearance from the top of the pipe and the roadway structure a lower profile pipe was required to meet the low clearance and the drainage requirements. The 22"x13" Concrete Arch Pipe was selected as the replacement because it is an equivalent capacity to the 18" Reinforced Concrete Pipe but provides a lower height. To make the drainage system fully functional and correctly work, the 18" RCP must be replaced with 22"x13" Concrete Arch Pipe, Class AIII and realigned (as shown in the attached Revised Plan Sheets) with a 22"x13" branch connection added to tie the new arch pipe back into the drainage system.

The construction plans show to install 208 feet of 48" Reinforced Concrete Pipe with two Flared End Sections at Station 72+52. When work started on the project it was noticed that an existing 48" Reinforced Concrete Pipe was already in place. It was decided by the owner and the engineer that an inspection of the pipe must be made to determine what condition it is in and if it will be allowed to remain. A pay item for reinforced concrete pipe inspection was not included in the contract documents and will be made part of the contract by this supplemental agreement.

During the layout and staking of the storm drain system the contractor noticed several utility lines were close to the location of the storm drainpipe. After a site visit by the owner and the engineer, it was decided to add a Potholing pay item to the contract to verify the location and elevation of the existing utilities near the storm drainpipe. A pay item for Potholing was not included in the contract documents and will be made part of the contract by this supplemental agreement. Then, after further evaluation of the existing utilities, it was decided that the planned layout of storm drainpipe will not be able to be installed due to the utility conflicts, and the drainage system will have to be modified (as shown is the Revised Plan Sheets) to avoid the utility conflicts. The underground storm water drainage system will be rerouted and changed to an open channel to provide the needed capacity. Some underground storm water piping will still be required for the drainage of grate inlets and SS-2 inlets. Existing pay items will be used for the work with only changes to the required quantities.

JUSTIFICATION OF UNIT PRICES SUBMITTED:

These changes and the cost have been discussed in detail with Waggoner Engineering personnel (Ken Morris), MDOT Construction Division (Rich Love) and Madison County (Tim Bryan).



Project Professional

LPA Official

SUPPLEMENTAL SHEET

DETAIL ANALYSIS OF UNIT PRICES:

{Note: Prices found to be out of the allowable range for comparable work will require a detailed breakdown of the proposed price including individual breakdowns of labor, materials, and equipment.}

DETAIL ANALYSIS OF UNIT PRICE

603-CE002-S/A- 22" x 13" Concrete Arch Pipe, Class AIII (LF)

Equipment	\$ 39.39
Labor	\$ 28.48
Material	\$ 47.61
Tax/Bond	\$ 5.44
Overhead	\$ ----
Total	\$ 120.92

DETAIL ANALYSIS OF UNIT PRICE

603-CF002-S/A- 22" x 13" Concrete Arch Pipe End Section (Each)

Equipment	\$ 486.78
Labor	\$ 592.28
Material	\$ 546.25
Tax/Bond	\$ 76.59
Overhead	\$ -----
Total	\$ 1,701.90

DETAIL ANALYSIS OF UNIT PRICE

603-SB024-S/A- 22" x13" Branch Connections, Stub into Concrete Pipe (Each)

Equipment	\$ 1,440.61
Labor	\$ 2,073.00
Material	\$ 94.30
Tax/Bond	\$ 170.01
Overhead	\$ -----
Total	\$ 3,777.92

 5/20/24
Hemphill Construction Company, Inc. Date

Madison County Board of Supervisors
Project No. STP-0055-02(208) / 105278-701000
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DETAIL ANALYSIS OF UNIT PRICE

<u>620-B001-S/A</u> - Requisite Work – Pipe inspection of 48" RCP at Station 72+52 (LS)	
Equipment	\$ 276.75
Labor	\$ 921.70
Material	\$ 0.00
Tax/Bond	\$ 56.47
Overhead	\$ -----
Total	\$ 1,254.92

DETAIL ANALYSIS OF UNIT PRICE

<u>260-A001-S/A</u> - Utility Work- Potholing for Existing Utilities (Hour)	
Equipment	\$ 192.65
Labor	\$ 183.88
Material	\$ 0.00
Tax/Bond	\$ 17.74
Overhead	\$ -----
Total	\$ 394.27

 5/20/24
Hemphill Construction Company, Inc. Date

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 9th day of April 2024.

[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

[Signature of Warren Eichhorn]
Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 9th day of April, 2024 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

[Signature of Albert Contursi]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 15, 2024



[Signature of Rupert HD Swindells]
Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

QUANTITY ADJUSTMENT

- 1. **QUANTITY ADJUSTMENT NO. 1**
- 2. **DATE: 4/23/2024**
- 3. **PROJECT NO. STP-0055-02(208)LPA / 105278-701000**
- 4. **LPA: Madison County Board of Supervisors**
- 5. **COUNTY: Hinds**
- 6. The following changes on the above project with stations, quantities, and items involved are recommended for the reasons stated in detail:

Pay Item	Description	Previous Quantity	Revised Quantity	Increase or Decrease	Unit	Unit Price	Amount
603-CE002-S/A	22"x13" Concrete Arch Pipe, Class A III	0.00	144.00	144.00	LF	\$120.92	\$17,412.48
603-CF002-S/A	22"x13" Concrete Arch Pipe End Section	0.00	1.00	1.00	Each	\$1,701.90	\$1,701.90
603-SB024-S/A	22"x13" Branch Connections, Stub into Concrete Pipe	0.00	1.00	1.00	Each	\$3,777.92	\$3,777.92
260-A001-S/A	Utility Work - Potholing for Existing Utilities	0.00	25.00	25.00	Hour	\$394.27	\$9,856.75
620-B001-S/A	Requistie Work - Pipe Inspection of 48" RCP at Station 72+52	0.00	1.00	1.00	LS	\$1,254.92	\$1,254.92
603-CA011	18" Reinforced Concrete Pipe, Class III	528.00	268.00	(260.00)	LF	\$78.00	(\$20,280.00)
603-SB016	18" Branch Connections, Stub into Concrete Pipe	3.00	2.00	(1.00)	Each	\$4,670.50	(\$4,670.50)
603-CA076	48" Reinforced Concrete Pipe, Class III	208.00	0.00	(208.00)	LF	\$261.00	(\$54,288.00)
603-CB008	48" Reinforced Concrete End Section	2.00	1.00	(1.00)	Each	\$3,132.50	(\$3,132.50)
603-CE013	36" x 23" Concrete Arch Pipe, Class AIII	176.00	1,224.00	1,048.00	LF	\$243.00	\$254,664.00
603-CF004	36" x 23" Concrete Arch Pipe End Section	6.00	8.00	2.00	Each	\$2,220.00	\$4,440.00
203-F001	Channel Excavation, FM	4,344.00	6,144.00	1,800.00	CY	\$34.00	\$61,200.00
815-A007	Loose Riprap, Size 300	6,920.00	9,120.00	2,200.00	Ton	\$108.50	\$238,700.00
603-ALT019	58" x 36" Type A Alternate Pipe	96.00	0.00	(96.00)	LF	\$352.50	(\$33,840.00)
603-CE028	58" x 36" Concrete Arch Pipe, Class AIII	2,178.00	418.00	(1,760.00)	LF	\$271.00	(\$476,960.00)
TOTAL							(\$163.03)

REASONS:

603-CE002-S/A, 603-CF002-S/A, 603-SB024-S/A, 603-CA011, 603-SB016 - Due to required changes from the original stormwater pipe layout, and to provide proper flow and clearance below the roadway the 18" reinforced concrete pipe was changed to 22"x13" concrete arch pipe.

620-B001-S/A, 603-CA076, 603-CB008 - The 48" reinforced concrete pipe show to be installed at station 72+52 was found to be existing and in place at the start of the project. An inspection of the existing pipe was made to verify that it was in good condition and could be used. Only one flared end section was damaged and had to be replaced.

260-A001-S/A, 603-CE013, 603-CF004, 203-F001, 815-A007, 603-ALT019, 603-CE028 - During the layout and staking of the storm drain system the contractor noticed several utility lines close to the location of the storm drain pipe. A Potholding pay item was added to the contract to verify the location and elevation of the existing underground utilities near the storm drain pipe. After further evaluation of the existing utilities, it was decided that the planned layout of storm drainpipe will not be able to be installed due to the utility conflicts, and the drainage system will have to be modified to avoid the utility conflicts. Part of the storm water drainage system was changed into an open channel ditch while part was downsized yet remained to provide drainage to grate and SS-2 inlets. Existing pay items will be used for the work with changes to the required quantities.

WORKSHEET

QUANTITY ADJUSTMENT NO. 1

PROJECT NO. STP-0055-02(208)LPA / 105278-701000

7.	Total Cost per Gov. Est. dated 1/23/2024			<u>\$34,074,157.47</u>		
		<table border="1" style="border-collapse: collapse; width:100%;"> <tr> <th style="width:50%;">Participating</th> <th style="width:50%;">Non-Participating</th> </tr> </table>	Participating	Non-Participating		
Participating	Non-Participating					
	a. Contingencies	\$0.00	\$0.00			
	b. Construction	\$31,961,800.00	\$2,112,357.47	\$34,074,157.47		
	c. CE&I	\$0.00	\$0.00			
8.	Previous Quantity Adjustments to this Gov. Est.	\$0.00	\$0.00	\$0.00		
9.	This Quantity Adjustment	-\$163.03	\$0.00	(\$163.03)		
10.	CE&I Adjustments dated SA Date if \$ added	\$0.00	\$0.00			
11.	Rev. Total Est. Cost of Project	\$31,961,636.97	\$2,112,357.47	* <u>\$34,073,994.44</u>		

* Note: If line 11 is greater than line 7, then a revised government estimate is required.

12.	Federal match % 80.00%			
	federal portion if not above the maximum awarded			\$25,569,309.58

13. Original Federal Funds Requested	\$3,000,000.00
14. Current Estimated Federal Portion	\$3,000,000.00
15. Original Estimated Local Portion	\$31,074,157.47
16. Current Estimated Local Portion	\$31,073,994.44

Recommended for Approval

	5/20/24
_____ LPA Project Engineer / Architect	_____ Date

Approved

_____ LPA Official	_____ Date
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