

BOARD OF SUPERVISORS

MADISON COUNTY, MISSISSIPPI

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

October 21, 2025

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 No. 3
Reunion Parkway from Bozeman Road to Parkway East

The Engineering Department requests approval of this Supplemental Agreement #3 with Hemphill Construction Company, Inc. to add \$20,508.96 for Pay Item No. 620-B004-S/A for 96 LF of 58" x 36"-Type A Alternate Pipe. In addition, it adds fifty-six and one half working days to the contract for this reason for various reasons outlined in the SA document.

The contract cost through Supplemental Agreement was \$32,073,344.99. With the addition of Supplemental Agreement #3, the revised total contract is \$32,093,853.95.

CASEY BRANNON
District One

TREY BAXTER
District Two

GERALD STEEN
District Three

KARL M. BANKS
District Four

PAUL GRIFFIN
District Five

Madison County Board of Supervisors
Project No. STP-0055-02(208) / 105278-701000
SUPPLEMENTAL AGREEMENT NO. 3

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 constructing the project as the plans and contract documents direct, numerous utilities were found to conflict with the required construction. While Supplemental Agreements #1 and #2 addressed a large portion of the conflicting utilities, others were found as construction continued along Bozeman Road which reduced productive work. Also, on the South tie in section between the Reunion Parkway project and the Bozeman Road Reconstruction Project, numerous design differences were found when the contractor began coordinating the construction phasing between the two projects. Work was slowed as the contractor had to work in other areas as these design differences were adjusted during the months between November 2024 and May 2025. It was decided by the Owner and the Engineer to extend the project by the amount working days charged during these months (56.5 Working Days), and

WHEREAS: While Supplemental Agreement #1 made changes to the sizes and types of pipes in the drainage system along Bozeman Road to avoid underground utilities. The contractor was able to return all the reinforced concrete pipe that would not be used on the project to the supplier, ninety-six feet of 58"x36 Type Alternate Pipe (corrugated metal) would not be accepted back by the supplier. Since contractor had ordered and received the pipe on site before Supplemental Agreement #1 was executed the Owner decided to take possession of the pipe for use by county maintenance crews. Only supplier cost and contractor handling cost with no installation cost will be paid, and

WHEREAS: This compensation and working days are considered non-participating for Federal funding, and

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 fifty-six and one half (56.5) Working Days shall be added to the contract for the reasons stated above. 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. The original contract amount is \$31,961,800.00, and this Supplemental Agreement revises the contract total to \$32,093,853.95.

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, MDOT District LPA Engineer, Will Andrews, and MDOT Construction Area Engineer, Rich Love.

ADDED PAY ITEM					
Pay Item No.	Description of Item	Unit	Quantity	Unit Price	Total
620-B004-S/A	Requisite Work: Furnish 58"x36" Type A Alternate Pipe	LS	1	\$20,508.96	\$20,508.96
					\$20,508.96

Madison County Board of Supervisors
Project No. STP-0055-02(208) / 105278-701000
SUPPLEMENTAL AGREEMENT NO. 3

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 _____, 2025.

_____ Federal Insurance Company Surety	_____ Hemphill Construction Company, Inc. Contractor
By: <u>Mary Anne Goodin</u>	<u>Ricia MR</u> <u>10/13/25</u>
Date	Date

RECOMMENDED FOR APPROVAL:

Ken Morris 10/13/25
LPA Project Engineer Date

MDOT District Engineer Date

MDOT State Construction Engineer Date

MDOT Executive Director Date
for the Mississippi Transportation Commission

* Book _____ Page _____

APPROVED:

LPA OFFICIAL Date

SUPPLEMENTAL SHEET

DETAIL EXPLANATION OF NECESSITY OF WORK INVOLVED:

While the contractor was constructing the project as the plans and contract documents direct, numerous utilities were found to conflict with the required construction. While Supplemental Agreements #1 and #2 addressed a large portion of the conflicting utilities, others were found as construction continued along Bozeman Road which reduced productive work. Inlets, curb, drainage pipes, roadway ditches, and the multi-use path were affected by existing utilities and had to be adjusted. Also, on the South tie in section between the Reunion Parkway project and the Bozeman Road Reconstruction Project, numerous design differences were found when the contractor began coordinating the construction phasing between the two projects. Work was slowed as the contractor had to work in other areas as these design differences were identified and adjusted during the months between November 2024 and May 2025. It was decided by the Owner and the Engineer to extend the project by the amount working days charged during these months (56.5 Working Days).

While Supplemental Agreement #1 made changes to the sizes and types of pipes in the drainage system along Bozeman Road to avoid underground utilities, not all the drainage pipe that had been ordered and received by the contractor was able to be returned to the supplier. The contractor was able to return all the reinforced concrete pipe that would not be used on the project to the supplier, however, ninety-six feet of 58"x36 Type Alternate Pipe (corrugated metal) would not be accepted back by the supplier. Since contractor had ordered and received the pipe on site before Supplemental Agreement #1 was executed the Owner decided to take possession of the pipe for use by county maintenance crews. Only supplier cost and contractor handling cost with no installation cost will be paid

JUSTIFICATION OF UNIT PRICES SUBMITTED:

These changes and the cost have been discussed in detail with Waggoner Engineering personnel (Morris), Construction Division (Love) and Madison County (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**620-B004-S/A**- Requisite Work: Furnish 58"x36" Type A Alternate Pipe (LS)

Equipment	\$ 0.00
Labor	\$ 0.00
Material	\$ 19,586.06
Tax/Bond	\$ 922.90
Overhead	\$ -----
Total	\$ 20,508.96

 10/13/25
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.

Rupert HD Swindells, Assistant Secretary

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

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



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

SUPPLEMENTAL AGREEMENT

HEMPHILL CONSTRUCTION CO., INC.
P.O. DRAWER 879
FLORENCE, MS 39073

PROJECT NAME / NO.		MODIFICATION NO.
STP-0055-02(208)LPA-105278/701000 REUNION PARKWAY PHASE II MADISON COUNTY		58"x36" TYPE A ALTERNATE PIPE
DATE:	Tuesday, July 9, 2024	

COST ANALYSIS FOR ADDITIONAL ITEMS OF WORK

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNITS	ITEM PRICE	TOTAL AMOUNT
1	58"x36" TYPE A ALTERNATE PIPE	96.00	LF	\$ 213.64	\$ 20,509.44
	LABOR	EQUIPMENT	RENT	MATERIAL	SUBCONTRACT
	\$ -	\$ -	\$ -	\$ 19,586.06	\$ -
CONTRACTOR'S TAX OF TOTAL AMOUNT @				3.50%	\$ 717.81
CONTRACTOR'S BOND OF TOTAL AMOUNT @				1.00%	\$ 205.09
CONTRACTOR'S NET FEE OF TOTAL AMOUNT @				0.00%	\$ -
TOTAL AMOUNT:				\$	20,508.96
PRICE PER UNIT:				\$	213.64

STATEMENT OF JUSTIFICATION FOR THIS CONTRACT MODIFICATION:

DUE TO RECENT PLAN REVISIONS, THE 58"x36" TYPE A ALTERNATE PIPE WAS REMOVED FROM THE PROJECT DESIGN. HOWEVER, WE HAD PURCHASED THE NON-REFUNDABLE PIPE PRIOR TO THE PLAN REVISIONS. WE REQUEST TO BE COMPENSATED FOR THE ALTERNATE PIPE. THE PIPE IS LOCATED AT THE PROJECT SITE.

LABOR

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
				\$ -		\$ -
SUBTOTAL:						\$ -
BONDS, INSURANCE AND TAX (LABOR ONLY)					54.00%	\$ -
SUBTOTAL:						\$ -
MARKUP (LABOR ONLY)					20.00%	\$ -
TOTAL:						\$ -

EQUIPMENT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE/HR	HOURS	TOTAL
				\$ -		\$ -
TOTAL:						\$ -

RENTAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	UNIT RATE	TOTAL
				\$ -	\$ -
TOTAL:					\$ -

MATERIAL

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
1	58"x36" TYPE A ALTERNATE PIPE	96	LF	\$ 151.39	\$ 14,533.44
2	METAL PIPE BANDS	3	EA	\$ 832.64	\$ 2,497.92
				\$ -	\$ -
SUBTOTAL:					\$ 17,031.36
MARKUP				15.00%	\$ 2,554.70
TOTAL:					\$ 19,586.06

SUBCONTRACT

ITEM NO.	DESCRIPTION	QUANTITY	ITEM UNIT	COST/UNIT	TOTAL
				\$ -	\$ -
TOTAL:					\$ -



450 Industrial Drive
Jackson, MS 39209

Your single source for water, sewer, gas, drainage and erosion control needs.

RECEIVED
APR 19 2024
RECEIVED

INVOICE

Date	Account #	Invoice #	Due Date
4/19/2024	H23121C	69109	5/19/2024
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO:				SHIP TO:			
Hemphill Construction Company, Inc. Inc. PO Drawer 879 Florence, MS 39073				Hemphill Construction Company H23121C - Reunion Parkway Phase II Josh 662-803-0188 Reunion Parkway and Bozeman Road Madison, MS			
PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT	
H23121C / J...	1% 10 Net 30	NRP	3/25/2024	Vendor	Jobsite	H23121C - Reunion Parkway Phase II	
QTY	DESCRIPTION					UNIT	EXT
96	57in x 38in Arch Corrugated Metal Pipe - Plain Galvanized (Zinc Coated) - 12ga # 57X38ACMPPG12G (96) - 208000					151.39	14,533.44
3	57in x 38in Arch Corrugated Metal Pipe 10C Band with Rods, Lugs and Flat Gasket # 57X38ACMPBAND (3) - 209000					832.64	2,497.92
H23121C - Cn						-04	

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$17,031.36
Payments/Credits	\$0.00
Sales Tax: (0.0%)	\$0.00
Balance Due	\$17,031.36