

FIRST AMENDMENT TO THE CONTRACT FOR SERVICES

THIS FIRST AMENDMENT TO THE CONTRACT FOR SERVICES (the "First Amendment") is made on this the 23rd day of January 2026 by and between the BOARD OF MAYOR AND ALDERMEN OF THE CITY OF VICKSBURG ("City"), and Hemphill Construction Company, Inc. ("Contractor").

WHEREAS, City and Contractor are parties to that certain Contract for Services dated November 3, 2025 (the "Contract") wherefore the Contractor agreed to replace/repair the damaged sewer junction box and installation of a sewer bypass line on City property.

WHEREAS, City and Contractor desire to amend and modify the terms of the Contract as set forth herein due to additional services being provided to the City by the Contractor. Due to the proximity and depth of the junction box to the railroad tracks, geotechnical soil borings and surveying must be performed and an engineered stamped shoring plan and sheet piling are further needed with these costs not included in the initial cost estimate for the project with an additional \$41,800.00 being added to the Contract for these services.

NOW THEREFORE, in consideration of the foregoing and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Article 3 titled Services of the Contractor of the Contract shall be amended and replaced with the following:

ARTICLE 3 - SERVICES OF THE CONTRACTOR

- A. Services provided under this Contract include replacing the large precast sewer junction box and associated work, including installing a sewer bypass line, removing the existing junction box, installing the new junction box, installing a 16" drop assembly with lined ductile iron pipe and fittings inside of the junction box, building a temporary bypass line with HDPE pipe-including 16" gate valves and fittings, coating the interior of the new junction box with 100% solids epoxy, making connections to the existing force main and gravity sewer line outside of the junction box, and removing the bypass line upon completion of all connections and coatings. There is no way to anticipate every repair service that will be needed; therefore, upon mutual written agreement, additional pay items may be added by Change Order as needed. The City reserves the right to delete from the Scope individual pay items and authorize individual pay items as part of specific work assignments.
- B. Due to the proximity and depth of the junction box to the railroad tracks, an engineered stamped shoring plan, surveying, geotechnical soil borings and sheet piling are required by the Canadian Pacific Kansas City railroad company. That the Contractor will ensure that these services are performed.

2. Article 4 titled Payment and Measurement of the Contract shall be amended and replaced with the following:

ARTICLE 4 - PAYMENT AND MEASUREMENT

- A. The Contractor will be paid for work performed as authorized in accordance with the Labor and Equipment rates attached to the Cost Estimate which is Exhibit A. That the

costs for replacing the sewer junction box and associated repair work should not exceed \$295,000 unless the parties, upon mutual written agreement, to increase or decrease the cost. The City will not process the request for payment until all work can be verified.

- B. That in addition to the payment of \$295,000, the City shall pay an additional \$41,800.00 which is the estimated cost of the shoring plan, surveying, geotechnical soil borings and sheet piling.
- 3. Article 30 titled Contract Administration of the Contract shall be amended and replaced with the following:

ARTICLE 30 - CONTRACT ADMINISTRATION

Services of Contractor shall be under the general direction of the City's Public Works Interim Director, or his authorized representative or successor, and the City's Project Manager who shall act as the City's representative during the term of this Contract.

Howard Steve Williams
Public Works Interim Director
City of Vicksburg
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Vicksburg, MS 39180
Phone: (601) 634-4555
Email: sWilliams@vicksburg.org

Joshua Burris
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- 4. That the remaining provisions of the Contract not modified or amended by this First Amendment shall remain in full force and effect.

**MAYOR AND ALDERMEN OF THE CITY
OF VICKSBURG**, a political subdivision of
the State of Mississippi

BY: _____
Willis Thompson, Mayor

DATE: January 23, 2026

**HEMPHILL CONSTRUCTION COMPANY, INC.
CONTRACTOR**

By: Richard A. Rula
Richard A. Rula

Title: President

DATE: 1/21/2024