

## SECOND AMENDMENT TO THE CONTRACT FOR SERVICES

**THIS SECOND AMENDMENT TO THE CONTRACT FOR SERVICES** (the "First Amendment") is made on this the 10th day of June 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 and the parties entered into the First Amendment to the Contract for Services dated January 23, 2026.

**WHEREAS**, City and Contractor desire to amend and modify the terms of the Contract as set forth herein due to the updated cost estimate to install and repair the existing force main and gravity flow sewer piping and structures. The cost estimate is based on the following services to be provided by the Contractor; furnishing an updated engineered design and sealed shoring plan for use in the railroad ROW or zone of influence, furnishing and installing a steel sheeted pit around the new downstream doghouse manhole, furnishing and installing pipe, fittings, manholes and needed materials, furnishing a railroad flagman, as-needed, coating the interior of the new junction box with 100% solid epoxy; and utilizing the Labor and Equipment rates that were used in the current contract for a total cost of \$776,000.00.

**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 and the First Amendment to 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. Services also will include: furnishing an updated engineered design and sealed shoring plan for use in the railroad ROW or zone of influence, furnishing and installing a steel sheeted pit around the new downstream doghouse manhole, furnishing and installing pipe, fittings, manholes and needed materials, furnishing a railroad flagman, as-needed, coating the interior of the new junction box with 100% solid epoxy; and utilizing the Labor and Equipment rates that were used in the current contract. 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 and First Amendment to 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 \$776,000.00 unless the parties, upon mutual written agreement, 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 \$776,000, the City shall pay an additional amount for the shoring plan, surveying, geotechnical soil borings and sheet piling not to exceed \$41,800.00.
3. That the remaining provisions of the Contract not modified or amended by this Second 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: 6/10/2026

**HEMPHILL CONSTRUCTION COMPANY, INC.**  
CONTRACTOR

By:   
Richard A. Rula

Title: President

DATE: 6/4/2026