

CHANGE ORDER

Order No. 2

Date: July 6, 2017

Agreement Date: April 25, 2017

NAME OF PROJECT: 2017 Street Resurfacing Project South Ward

OWNER: City of Vicksburg, Mississippi

CONTRACTOR: APAC-Mississippi, Inc.  
101 Riverview Dr.  
Richland, MS 29218

The following changes are hereby made to the CONTRACT DOCUMENTS:  
See Attached Supplemental Agreement No. 1.

Justification: Per field conditions

Change to CONTRACT PRICE:

A. Increase Maintenance Item(907-618-A001) \$7,800

Original CONTRACT PRICE: \$1,525,526.55

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 1,533,326.55

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by \$13,942.39

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 1,547,268.94

Change to CONTRACT TIME: No Change

The CONTRACT TIME will be (increased) by 0 calendar days.

The date for completion of all work will be To Be Determined (Date).

Approvals Required:

To be effective this Order must be approved by the City of Vicksburg if it changes the scope or objective of the PROJECT, or as may otherwise be required by the SUPPLEMENTAL GENERAL CONDITIONS.

Recommended by: [Signature] 7/10/17 Waggoner Engineering

Approved by: [Signature] 7/10/17 APAC-MS, Inc.

Approved by: \_\_\_\_\_ City of Vicksburg, MS.

Between the  
**THE CITY OF VICKSBURG, MISSISSIPPI**  
And  
**APAC, MS, INC.**

**SUPPLEMENTAL AGREEMENT NO. 1**  
**2017 STREET RESURFACING PROJECT, SOUTH WARD**

WHEREAS, APAC, MS, INC. (the CONTRACTOR) entered into a contract with The City of Vicksburg, Mississippi (the OWNER) on the \_\_\_\_th day of \_\_\_\_\_, 2017, to perform Construction Services, as provided for in Project 2017 Street Resurfacing Project, South Ward, (the PROJECT); and,

WHEREAS, the CONTRACTOR has diligently pursued the task as contracted, in accordance with the requirements of the contract, and,

WHEREAS, the original SUMMARY OF QUANTITIES was projected using known historical production data of similarly completed projects, and,

WHEREAS, during the mill and overlay of Halls Ferry Road, at the intersection of Cain Ridge Road and Roseland Drive, traffic signal loop detectors were removed as a result of the asphalt removal due to the milling depth that was required to ensure a proper repair of the asphalt pavement at this heavily traveled intersection, and,

WHEREAS, this traffic signal loop detector removal was through no fault of the CONTRACTOR and was not foreseen prior to bidding, and,

WHEREAS, the detector loops should be re-installed at the intersection of Halls Ferry Road, Cain Ridge Road and Roseland Drive in order for the traffic signals to properly sequence this heavily traveled intersection, and,

WHEREAS, the CONTRACTOR has provided a quotation to re-install the traffic signal loop detectors which has been reviewed by the Engineer, found to be reasonable and will return the traffic signals to their pre-construction condition, and,

WHEREAS, the CONTRACTOR agrees to continue and complete the work in accordance with best practices, sound professional judgement, and the requirements of the CONTRACT for an additional cost not to exceed \$12,897.39; and,

WHEREAS, during the installation of a new guardrail along Washington Avenue, a utility location service has determined that there is an existing main telephone trunk line underneath the proposed location of the new guardrail, and,

Created – 11/01/08

Revised – 02/11/15

**Construction Engineering and Inspection Contract Supplemental Agreement**

WHEREAS, the location of this telephone trunk line will necessitate the relocation of the guardrail further away from the roadway to ensure that the telephone line is not impacted by the driving of new guardrail posts, and,

WHEREAS, this relocation of the new guardrail will place the location beyond the top slope of the bluff and will necessitate longer posts to install the guardrail in accordance with safety regulations, and,

WHEREAS, it has been determined that the guardrail should be replaced to ensure public safety, and,

WHEREAS, the CONTRACTOR has agreed to provide longer guardrail posts in the areas necessary for a lump sum cost of \$1,045.00, said quotation having been reviewed by the Engineer and found to be reasonable,

NOW THEREFORE, it is mutually agreed that the CONTRACTOR will accomplish such Additional Services (Extra Work) in accordance with the Contract as modified herein and the OWNER will compensate the CONTRACTOR for services as follows:

**Scope-Of-Work**

The CONTRACTOR has been requested to provide additional services related to the PROJECT which include:

- A. The CONTRACTOR shall provide all equipment, labor and material necessary to install vehicle loop assemblies at the intersection of Hall's Ferry Road and Cain Ridge Road, in accordance with the written quotation from APAC, MS, Inc. in the amount of \$12,897.39, dated, June 15, 2017.
- B. The CONTRACTOR shall provide all material necessary to install additional length guardrail posts for the proper installation of the guardrail along Washington Avenue, in accordance with the written quotation from APAC, MS, Inc. in the amount of \$1,045.00, dated June 28, 2017.

The Maximum Allowable Cost shall be amended to add the sum of **\$13,942.39** so the revised total Maximum Allowable Contract Costs is **\$1,547,268.94.**

This Supplemental Agreement in no way modifies or changes the original of which it becomes a part except as specifically stated here.

Dated, the \_\_\_\_\_ day of \_\_\_\_\_, 2017

The City of Vicksburg, Mississippi

Created – 11/01/08

Revised – 02/11/15

**Construction Engineering and Inspection Contract Supplemental Agreement**

\_\_\_\_\_  
Honorable George Flaggs, Mayor

APAC MS, Inc.  
Dated the 10<sup>th</sup> day of July, 2017

  
\_\_\_\_\_  
Christopher Newton, Project Manager