

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

Charles R. Carr
Director
Office of Intermodal Planning



Jackie Duckworth
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

P. O. Box 1850 / Jackson, Mississippi 39215-1850 / Telephone (601) 359-7001 / FAX (601) 359-7110 / www.GoMDOT.com

16499-B, Highway 49, N. Trailer, Saucier, MS 39574
November 6, 2012

Mr. Mark Seymour
Seymour Engineering
925 Tommy Munro Dr., Suite G
Biloxi, MS 39532

Re: STP-9096-00 (006) LPA 104568/701000 Harrison County Board of Supervisors
MLK Boulevard Sidewalk Improvements

Mr. Seymour:

Attached you will find Supplemental Agreement No. 2 for further execution on the above referenced project. Please return one (1) copy to me for my files.

Respectfully,

David H. Seyfarth, PE, PS
District 6 Special Projects Engineer

Pc: 16-10

DHS/an



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

16-10

Inter-Departmental Memorandum

TO: District LPA Coordinator
Mr. David Seyfarth

DATE: November 5, 2012

FROM: District Construction Engineer
E. D. Stringfellow *EDS/lt*

SUBJECT OR PROJECT NO: STP-9096-00(006)LPA
104568/701000

INFORMATION COPY TO:

COUNTY: Harrison

Attached for your further handling is Supplemental Agreement No. 2, for referenced project.

/lt
Attachment

RECEIVED
NOV 06 2012
GULF COAST REGIONAL OFFICE
GULFPORT

**HARRISON COUNTY
SUPPLEMENTAL AGREEMENT NO. 2**

WHEREAS, WE, Twin L Construction, Inc., CONTRACTOR, and The Guarantee Company of North America USA, SURETY, entered into a contract with Harrison County, LPA, on the 14th day of March, 2012, for the construction of Federal Aid Project No. STP-9096-00(006)LPA/104568-701000, Harrison County; AND

WHEREAS: The existing drainage structure at the corner of Martin Luther King Jr. Blvd and Illinois Avenue presents a tripping hazard to pedestrians and requires modifying; AND

WHEREAS: The county has determined that the most feasible solution is to add this necessary work to the existing contract; AND

WHEREAS: The contractor has agreed to perform the work using original contract unit prices where applicable and submit prices to perform work not addressed in the original contract. The proposed work is located within the current project boundaries but was not within the original scope of work. The work shall include modifications to the existing drainage structure, repairing asphalt, pouring a new section of sidewalk adjacent to the proposed work, and traffic control.

WHEREAS: The contractor has requested 1 day for demolition work, 1 day for form work, 1 day for concrete casting, 7 days for barricading before traffic loading occurs, and 2 days for asphalt and striping work.

NOW THEREFORE: It is mutually agreed that the work will be accomplished under the following pay items, unit prices, original pay items, and unit prices where applicable:

104-A001 Minor Alterations to the Contract	LS	1	\$4,030.86	\$4,030.86
Total Additional Pay Items				\$4,030.86
Total Revised Construction Costs				\$430,319.86

NOW THEREFORE: The contract time shall be extended twelve (12) calendar days from the amended scheduled completion date set for August 14, 2012 to August 26, 2012.

It is mutually agreed that the above stated prices and time extension is full and final compensation for all materials, equipment, labor, traffic control, mobilization for the contractor and asphalt subcontractor, and incidentals necessary to complete the work addressed herein.

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


NOW, THEREFORE, WE, Twin L Construction, Inc., CONTRACTOR, and The Guarantee Company of North America USA, SURETY, hereby agree to said Supplemental Agreement consisting of the above mentioned items and agree that this Supplement 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 September, 2012.


CONTRACTOR

SURETY

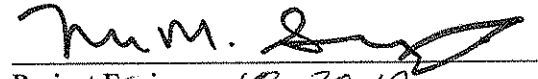
Twin L Construction, Inc


Richard W. Ladner, President


The Guarantee Company of North
America USA


William S. Neill.
Attorney-in-Fact

RECOMMENDED FOR APPROVAL


Project Engineer 10-30-12

FHWA (If Applicable)


MDOT District Engineer

APPROVED:

Dated this ____ day of July, 2012

LPA



THE GUARANTEE COMPANY OF NORTH AMERICA USA
 Southfield, Michigan
POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William S. Neill, Brenda W. Neill
Neill Bonding

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, Vice President

Randall Musselman, Secretary

STATE OF MICHIGAN
 County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
 Notary Public, State of Michigan
 County of Oakland
 My Commission Expires February 27, 2018
 Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 18 day of October, 2012

Randall Musselman, Secretary