

**ORDER: ACCEPT PROPOSAL FROM CONSTRUCTION
MANAGEMENT SERVICES FOR NEW COUNTY OFFICE
COMPLEX**

Motion was made by Kevin Frye, duly seconded by Mike Roberts,
to accept the proposal from Construction Management Services for the new County
Office Complex.

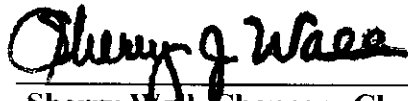
The vote on the motion was as follows:

Supervisor Kevin Frye, voted yes
Supervisor Jeff Busby, voted no
Supervisor David Rikard, voted yes
Supervisor Chad McLarty, voted no
Supervisor Mike Roberts, voted yes

After the vote, President Busby, declared the motion carried, this the
5th day of June 2017



Jeff Busby, President
Board of Supervisor



Sherry Wall, Chancery Clerk



CONSTRUCTION PROFESIONAL SERVICES PROPOSAL

PROPOSAL DATE: May 15, 2017

TO: Lafayette County Board of Supervisors
300 North Lamar
Oxford, MS 38655

SCOPE: Provide Construction Professional services to enhance the management of the project team for the Lafayette County Office Complex construction project as described below.

CONSTRUCTION PROFESSIONAL'S RESPONSIBILITIES

§ 1.1 The Construction Professional's services consist of those services performed by the Construction Professional, the Construction Professional's employees, and the Construction Professional's consultants, as enumerated in Articles 2 and 3 of this Contract.

§ 1.2 The Construction Professional shall provide sufficient organization, personnel and management to carry out the requirements of this Contract in an expeditious and economical manner, consistent with and to further the interests of the Owner.

§ 1.3 The Construction Professional shall serve as the communication link between the Owner, the Architect, and the Contractor during the Construction Phase. As of the time of entering into this Contract, the Contractor for the Project has not been selected. The Contractor will be hired by the Owner using the bid process as required by the Mississippi Procurement Statute.

§ 1.4 The services of the Construction Professional are in no way intended to be a substitute for the services required by the Architect under the Architect's contract with the Owner. The Architect is the only design professional for the Project. The services of the Construction Professional are provided in addition to the services of the Architect and are meant to enhance communications between the parties and increase overall efficiencies and economies in construction of the Project.

§ 1.5 The Construction Professional's services shall be performed in accordance with this Contract and the Project Plans and Specifications, which have been prepared by the Architect and are dated _____ TBD _____ (the "Plans and Specifications").

SCOPE OF CONSTRUCTION PROFESSIONAL'S SERVICES

§ 2.1 The Construction Professional's Services consist of those described in Sections 2.3.

§ 2.3 CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT

§ 2.3.1 The Construction Phase will commence with the award of the initial Construction Contract or purchase order to the Contractor and, together with the Construction Professional's obligation to provide Services under this Agreement, will end 30 days after Completion of Construction. Completion of Construction is defined herein as the earlier of either the final payment due the Contractor or completion of all punch list work defined in the Substantial Completion letter issued by the Architect.

§ 2.3.2 The Construction Professional shall assist with the administration of the Contracts for Construction in cooperation with the Architect as set forth below.



§ 2.3.3 The Construction Professional shall provide management services to coordinate activities and responsibilities of the Contractor, the Owner, and the Architect to endeavor to manage the Project in accordance with the latest approved estimate of Construction Cost, the Project Schedule, and the Contract Documents, including the Plans and Specifications.

§ 2.3.4 The Construction Professional shall schedule and conduct meetings to discuss matters such as procedures, progress and scheduling. The Construction Professional shall prepare and promptly distribute minutes to the Owner, Architect, and Contractor.

§ 2.3.5 The Construction Professional shall monitor the Project schedule to help ensure that the Project milestone dates and activity durations defined in the Project Plans and Specifications are being met by the Contractor. The Construction Professional shall also advise the Owner and Architect in the instance that the Contractor fails to meet defined Project milestone dates and activity durations.

§ 2.3.6 The Construction Professional shall endeavor to obtain satisfactory performance from the Contractor. The Construction Professional Service shall recommend courses of action to the Owner when requirements of the Contractor are not being fulfilled.

§ 2.3.7 The Construction Professional shall monitor the approved estimate of Construction Cost and advise the Owner and Architect on deviations from the estimate of Construction Cost.

§ 2.3.8 The Construction Professional shall conduct an initial review of the Contractor's applications for payment before submitting same to Architect for final review and processing. The Construction Professional's initial review of the Contractor's applications for payment does not replace or preclude the Architect's responsibility to review and approve such applications for payment.

§ 2.3.9 The Construction Professional's recommendation for payment shall constitute a representation to the Owner, based on the Construction Professional's determinations and on the data comprising the Contractor's Applications for Payment, that, to the best of the Construction Professional's knowledge, information and belief, the Work has progressed to the point indicated and, at the time of the application for payment, the quality of the Work appears to be in accordance with the Contract Documents. The foregoing representations are subject to subsequent evaluations of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Professional. The Construction Professional shall not be deemed to represent that a Contractor's work is free of all defects.

§ 2.3.10 The Construction Professional shall endeavor to ensure that the quality control requirements in the contract documents are being met and determine in general that the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents, endeavoring to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Professional shall have authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Professional, in consultation with the Architect, may reject Work which does not conform to the requirements of the Contract Documents.

§ 2.3.11 With respect to the Contractor's Work, the Construction Professional shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of the Contractor, since these are solely the Contractor's responsibility under the Contract for Construction. The Construction Professional shall not be responsible for a Contractor's failure to carry out the Work in accordance with the respective Contract Documents. The Construction



Professional shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the Work not directly employed by the Construction Professional.

§ 2.3.12 The Construction Professional shall transmit to the Architect requests for interpretations of the meaning and intent of the Plans and Specifications and assist in the resolution of questions that may arise.

§ 2.3.13 The Construction Professional shall review requests for changes, assist in negotiating Contractor's proposals, submit recommendations to the Architect and Owner, and, if they are accepted, assist the Architect with the preparation of Change Orders and Construction Change Directives to incorporate the Architect's modifications to the Documents and the Construction Professional's comments.

§ 2.3.14 The Construction Professional shall assist the Architect in the review, evaluation, and documentation of claims made by the Contractor.

§ 2.3.15 In collaboration with the Architect, the Construction Professional shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Professional shall review critical, but not all, Shop Drawings, Product Data, Samples and other submittals from the Contractor for general conformance with the Contract Documents. The Construction Professional's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Contractors.

§ 2.3.16 The Construction Professional shall record the progress of the Project. The Construction Professional shall submit progress reports to the Owner and Architect showing percentages of completion.

§ 2.3.17 The Construction Professional shall assist the Owner with coordination of the delivery, storage, protection and security of Owner-supplied materials, systems and equipment that are a part of the Project until such items are incorporated into the Project.

§ 2.3.18 With the Architect and the Owner's maintenance personnel, the Construction Professional shall observe the Contractor's final testing and start-up of utilities, operational systems, and equipment.

§ 2.3.19 Duties, responsibilities and limitations of authority of the Construction Professional as defined herein shall not be restricted, modified or extended without written consent of the Owner and the Construction Professional.

§ 2.3.20 The Construction Professional shall facilitate constant coordination amongst the Owner, Architect, and Contractor and shall facilitate weekly meetings with all parties to expedite the flow of information, RFI's, submittals, owner direction.

§ 2.3.21 The Construction Professional shall assist the Owner in coordinating the Owner-supplied materials and equipment to facilitate the sequence and completion before and after substantial completion is achieved.

§ 2.3.22 The Construction Professional shall assist the Owner/user during move in and operational training for the occupancy of the Project building.

BASIS OF COMPENSATION TO CONSTRUCTION PROFESSIONAL

The Owner shall compensate the Construction Professional Service as follows:

For Pre-Construction and Construction Phase Services described in Articles 2.3 above, the Construction Professional shall receive a fee equal 1.5% of construction cost plus the general conditions attached as Exhibit A during the construction phase.



Sincerely,

A handwritten signature in black ink, which appears to read "Casey B. Rogers". The signature is fluid and cursive, with a long horizontal stroke at the end.

Casey B. Rogers

Innovative Construction Management

Exhibit 'A'			
Lafayette County Office Complex			
Direct Personnel & Reimbursible Expenses			
Item Code	Description	Unit	Unit Rate
2.0	CONSTRUCTION SERVICES		
0103.105	PROJECT MANAGER	WEEK	\$892.69
0103.142	PROJECT ENGINEER	WEEK	\$499.23