

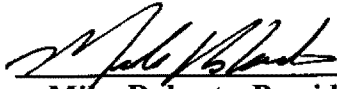
**ORDER: APPROVE ENGINEERING AGREEMENT FOR FIRING RANGE  
WITH ELLIOTT AND BRITT ENGINEERING**

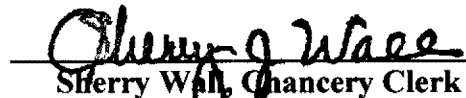
Motion was made by Larry Gillespie, duly seconded by Chad McLarty, to approve engineering agreement for firing range with Elliott and Britt Engineering.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 4<sup>th</sup> day of October, 2021.

  
\_\_\_\_\_  
Mike Roberts, President  
Board of Supervisors

  
\_\_\_\_\_  
Sherry Wall, Chancery Clerk

AGREEMENT  
FOR  
ENGINEERING SERVICES  
FOR  
LAFAYETTE COUNTY FIRING RANGE PROJECT  
  
LAFAYETTE COUNTY, MISSISSIPPI

THIS AGREEMENT, entered into this the \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the BOARD OF SUPERVISORS OF LAFAYETTE COUNTY, MISSISSIPPI, hereinafter called the "OWNER" and ELLIOTT & BRITT ENGINEERING, P.A., herein after called the "ENGINEER".

WITNESSETH THAT:

WHEREAS, the OWNER intends to:

Develop two pistol ranges that include: construction of earthen berms, drainage system, concrete walkways and pads, gravel drive and parking, storage building, control tower, pavilion, erosion control measures and a target system

The project is located in Lafayette County, Mississippi; and

WHEREAS, the OWNER desires to engage the ENGINEER to provide technical and professional services as described hereinafter:

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Engineer:

The OWNER hereby agrees to employ the ENGINEER and the ENGINEER hereby agrees to perform the technical and professional services set forth hereinafter in connection with preparation of plans, specifications and contract documents for a Firing Range.

2. Scope of Services:

The ENGINEER shall do, perform, and carry out in a satisfactory and proper manner such work as is required to complete the project in accordance with specific job tasks as follows:

Preliminary and Design Engineering:

- a. Meeting with OWNER'S officials as needed to report on progress, obstacles or other items as appropriate.

- b. Performing all necessary design work, calculations, drafting and related matters necessary to prepare detailed construction plans, specifications, contract documents and preliminary and final construction estimates.
- c. Soliciting the project for bids in various advertisement media; attending and assistance with the bid letting; tabulating bid proposals; analyzing bids; and making recommendations to the OWNER for awarding a construction contract(s).

Construction Engineering, Inspection and Testing:

- a. Assistance in award and execution of construction contract(s) including periodic on-site observations and construction contract closeout.
- b. Interpreting the intent of the plans and specifications to protect the OWNER against defects and deficiencies in construction on the part of the contractor(s). The ENGINEER shall not guarantee the performance by any contractor.
- c. Providing construction stakes for all construction and providing periodic on-site observations of the work of the contractor(s) as construction progresses. The ENGINEER does not guarantee the performance of the contractor(s) by the ENGINEER'S performance of on-site observations. The ENGINEER's undertaking hereunder shall not relieve the contractor(s) of his obligation to perform the work in conformity with the plans and specifications and in a workmanlike manner, and furthermore shall not make the ENGINEER an insurer of the contractor's performance, and shall not impose upon the ENGINEER any obligation to see to it that the work is performed in a safe manner.
- d. Preparation and submission of monthly estimates to the OWNER for progress and final payments.
- e. Final inspection of all construction and submission of record drawings and full documentation and certification required by the OWNER.
- f. Engineer will submit all required final project construction documentation to the Mississippi Department of Wildlife, Fisheries and Parks.

3. Compensation for Engineering Services:

- a. The OWNER shall compensate the ENGINEER for Engineering services as follows on the portions of work described above.

Engineering:

DESIGN & ADMINISTRATION	\$29,176.00
SURVEY, STAKING & TESTING	<u>\$14,595.00</u>
TOTAL ENGINEERING FEES:	\$43,771.00

4. Payment:

The ENGINEER shall submit monthly or periodic statements to the OWNER requesting payment. Such requests shall be based upon the amount and value of work and services performed by the ENGINEER and shall be accompanied by supporting data as required by the OWNER.

5. Equal Employment Opportunity:

The ENGINEER will not discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The ENGINEER will take affirmative action to ensure that applicants are employed, without regard to their race, religion, sex, color or national origin. The ENGINEER shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the OWNER may require.

6. Interest of Engineer:

The ENGINEER covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The ENGINEER further covenants that in the performance of this Agreement, no person having such interest shall be employed.

7. Findings Confidential:

Any reports, information, data, etc., given to or prepared or assembled by the ENGINEER under this Agreement which the OWNER requests to be kept confidential shall not be made available to any individual or organization by the ENGINEER without prior written approval of the OWNER.

8. Termination for Breach:

In the event of breach of any condition or provision hereof, the OWNER or the Engineer shall have the right, by prior written notice, to terminate this Agreement. The OWNER shall without prejudice to any other rights or remedies, have the right to have the work called for hereby otherwise performed. The OWNER shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part which shall have been delivered to or accepted by the OWNER there shall be an equitable adjustment of compensation. In addition, an equitable adjustment shall be made as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER. All remaining conditions of the original Agreement shall remain in force.

9. Cancellation:

Irrespective of any default hereunder, the OWNER may also at any time with proven justifiable cause terminate the ENGINEER's employment hereunder and cancel the contract, in whole or in part, and in such event, the ENGINEER shall be entitled to receive compensation as specified herein for all work completed and accepted prior to such termination or cancellation, and in addition an equitable adjustment shall be made, as compensation for any amount of work or services performed by the ENGINEER to the date of such termination or cancellation but not accepted by the OWNER.

10. Interest by Members of Municipality:

No member, officer, or employee of the OWNER during his tenure of office or for one year thereafter, shall have any interest, direct or indirect, in this contract or proceeds thereof.

IN WITNESS WHEREOF the OWNER and the ENGINEER have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:


BOARD OF SUPERVISORS OF LAFAYETTE  
COUNTY, MISSISSIPPI:

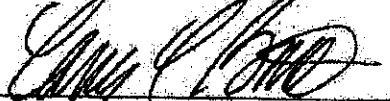
\_\_\_\_\_  
Sherry Wall, Chancery Clerk  
(seal)

\_\_\_\_\_  
Mike Roberts, President

ATTEST:

ELLIOTT & BRITT ENGINEERING, P.A.:

  
\_\_\_\_\_  
Angela R. Dorris  
Office Manager

  
\_\_\_\_\_  
Larry L. Britt, PE, PS  
President