

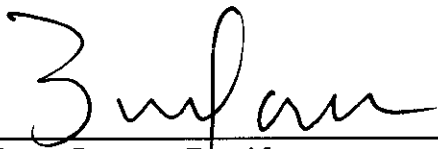
ORDER: ACCEPT FEE PROPOSAL OF \$57,625.00 FROM TANKSLEY & ASSOCIATES FOR HVAC EQUIPMENT REPLACEMENT FOR HAVEN HOUSE

Motion was made by Greg Bynum, duly seconded by John Morgan, to accept Fee Proposal from Tanksley & Associates for HVAC equipment replacement for Haven House.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes
Supervisor John Morgan, voted yes
Supervisor Tim Gordon, voted yes
Supervisor Scott Allen, voted yes
Supervisor Greg Bynum, voted yes

After the vote, President Larson, declared the motion carried, this the 1st day of April, 2024.



**Brent Larson, President
Board of Supervisors**



Mike Roberts, Chancery Clerk



117 Sagamore Circle
Columbus, MS 39705
Phone: (601) 780-0279

Fee Proposal

To: Lafayette County
Attn: Joel Hollowell
Date: April 1, 2024
Re: Lafayette County – Haven House – HVAC Equipment Replacement

Joel,

This project will involve three disciplines to implement the HVAC equipment replacement; architects, electrical engineers and mechanical engineers. Therefore, the fee is broken down according (total fee is **\$57,625.00**).

Architects (Howorth and Associates):

For a not to exceed fee of **\$17,000.00**, we will provide the following deliverables:

- Site visit for information gathering
- Ceiling demolition drawings
- New ceiling drawings
- Specifications
- Submittal review
- Five (5) field inspections

Electrical Engineers (The Power Source):

For a fee of **\$16,500.00**, we will provide the following deliverables:

- Schematic Design
 - Services
 - One site visit for electrical survey of existing conditions
 - Size of existing electrical switchgear and location of existing electrical panels.
 - Deliverables
 - PDF schematic design drawings
 - PDF lighting fixture cut sheets
- Design Development
 - Services
 - Incorporate schematic design review comments
 - Write preliminary specifications
 - Deliverables
 - PDF design development drawings

- PDF preliminary specifications
- Construction Documents
 - Services
 - Incorporate design development review comments
 - Circuit electrical equipment
 - Complete construction drawings
 - Complete specifications
 - Deliverables
 - PDF electrical construction drawings
 - PDF specifications
- Construction Administration
 - Services
 - Review submittals
 - Review shop drawings
 - Five (5) observation visits

Mechanical Engineers:

For a fee of **\$24,125.00**, we will provide the following deliverables:

- Review existing drawings to determine which HVAC equipment should replace the existing water source heat pumps and heat recovery units.
- Site visit for information gathering including verification of roof curb dimension for existing rooftop equipment, future location of proposed outdoor equipment, future location of exhaust fans.
- Perform new building load calculation with LED lights and reduction of outside air.
- Provide demolition drawings of HVAC equipment to be removed.
- Provide selection of new DOAS units and coordinate the new equipment with the existing roof curbs (to determine if the roof curbs need to be modified or not).
- Provide HVAC drawings for new HVAC equipment including new ductwork layout, piping layout, schedules and details, piping diagrams for variable refrigerant flow (VRF) systems, and communication diagrams for VRF.
- Specifications.
- Construction Budget.
- Advertisement.
- Pre-bid meeting.
- Bid opening (if required).
- Bid review and comparison.
- Submittal review.
- Pre-construction meeting (if required).
- Pay application review and approval.
- Six (6) field inspection including report.
- Review of close out documents.

Payment Terms:

Bid Construction Documents

Eighty Percent (80%)

**Construction Phase
Total Compensation**

**Twenty Percent (20%)
One Hundred Percent (100%)**

Payment is due 30 days from date of invoice. 1.5% interest per month will be assessed to all invoices that are over 30 days.

Respectfully,

Gary Tanksley, P.E.
President
Tanksley & Associates, PLLC

The Power Source, PLLC

Consulting Engineers

305 Highway 51
Ridgeland, MS 39157-3428

Telephone: (601) 605-4820

21 March 2024

Mr. Gary Tanksley
1037 Lake Village Cir.
Brandon, MS 39047

Subject: Haven House - Oxford (TPS #24077)
Electrical Engineering Fee Proposal

Dear Mr. Tanksley:

Thank you for giving us the opportunity to provide electrical engineering services on the Haven House - Oxford project. I will be glad to furnish electrical engineering services to you for a lump sum fee of \$14,500. We will commence work immediately upon receipt of this signed proposal.

This proposal includes design of the electrical work for the following systems:

- Normal Power Distribution for New HVAC equipment

This proposal includes the following items of work:

Add \$2,000.00 to the fee
proposal for new lighting design.
Total fee of \$16,500.00

Schematic Design

Services:

One Site Visit for Electrical Survey
Size Electrical Switchgear and Locate Panels

Deliverables:

PDF Schematic Design Drawings
PDF Lighting Fixture Cut Sheets

Design Development

Services:

Incorporate Schematic Design Review Comments
Write Preliminary Specifications

Deliverables:

PDF Design Development Drawings
PDF Preliminary Specifications

Construction Documents

Services:

Incorporate Design Development Review Comments
Circuit Electrical Equipment
Complete Construction Drawings

Complete Specifications

Deliverables:

PDF Electrical Construction Drawings
PDF Specifications

Construction Period Services

Services:

Review Submittals
Review Shop Drawings
Five Site Observation Visits

Our Site Observations shall be general observations of the electrical work and shall not be comprehensive inspections. Our site observations are to determine if the work is in general conformance with the design intent. Issues identified during the course of our site visits shall be reported to the client for action. The Power Source, PLLC shall not be considered to have supervisory control over the Contractor. The Power Source, PLLC cannot assume the responsibility for the Contractor's work, the Contractor's errors, the Contractor's omissions, or the Contractor's negligence.

The Power Source, PLLC retains the right to claim any tax credits assignable to the designer for any and all systems that The Power Source, PLLC designs and/or specifies.

The Power Source, PLLC shall not be responsible for purchasing materials, equipment, labor, etc. for the client that were not included in the Contractor's bid price. If it becomes necessary that such materials, equipment, labor, etc. be furnished by the Contractor due to the engineer's negligent omission, The Power Source, PLLC shall be responsible for any premium price increase charged by the Contractor for the sole source procurement of the materials, equipment, labor, etc.; however, The Power Source, PLLC shall in no manner be responsible for the General Contractor's markup of such work. If other members of the design team were complicit in the omission, they shall share in the payment of the Contractor's premium.

Additional Services

1. We have included in our specifications notification to the Contractor that if we reject the submittals twice, our additional reviews will be invoiced to the Owner (via the Engineer if applicable) at our standard hourly rates. The Owner will reduce his payments to the Contractor accordingly.
2. We have also included in our specifications notification to the Contractor that additional site visits required due to the Contractor not meeting the project schedule will result in additional engineering fees and expenses that will be invoiced to the Owner (via the Engineer if applicable) at our standard hourly rates. The Owner will reduce his payments to the Contractor accordingly.
3. The following items of work were not considered when I set my fee; however, I will be glad to perform them at the hourly rates listed below plus expenses at our cost plus 10%:
 - Changes in the Scope of Work after I have completed my portion of the work.
 - Participation in Additional Design or Construction Meetings.
 - Additional Deliverable Documents
 - Additional Design Submissions and Reviews
 - LEED Design and/or Documentation

- Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- Participation in Legal Affairs on behalf of the Engineer or Owner.
- Production of As-Built Drawings
- Preparation of operation and maintenance manuals.
- Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- Services required as a result of Engineer's provision of incomplete or incorrect project information to Engineer.

Hourly Rates

Principal	\$215.00/hour
Electrical Engineer	\$181.50/hour
Electrical Production Manager	\$165.00/hour
Electrical Engineer Intern	\$159.50/hour
Electrical Designer	\$125.00/hour
Electrical Construction Administrator	\$110.00/hour
Electrical CADD Operator	\$100.00/hour
Administrative Assistant	\$ 95.00/hour

Fees will be invoiced according to the following progress schedule. At the discretion of The Power Source, PLLC, especially if the project is terminated between milestones, and during long construction periods, The Power Source, PLLC may send invoices at intermediate periods for the actual percentage of work completed at the date of the invoice (e.g. halfway through construction, the fee earned will be 87.5%):

Schematic Design	25%
Design Development	50%
Construction Documents	75%
Bidding and Negotiation	80%
Construction Administration	100%

Fees are due within 30 days of the date of the invoice, or within 30 days of receipt of payment from the Owner for any portion of the work, whichever comes first. Interest shall accrue at the rate of 1.75% per month (21% per year) for overdue invoices. If The Power Source, PLLC finds it necessary to employ an attorney to assist in the collection of any or all fees, The Power Source, PLLC shall be entitled to collect all attorney fees incurred in the fee collection process.

In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and Consultant's officers, directors, partners, employees,

shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant and Consultants officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$10,000.00 or the Consultant's total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

To approve this proposal, please endorse in the space provided below, and return a scanned copy to our office. Failure to endorse this proposal shall in no manner diminish its effectiveness as the agreement under which we are operating if we are asked to perform work on this project after this proposal has been received at your office. It shall stand as the de facto agreement under which we are operating as we have no other written agreement.

Thank you again for giving me the opportunity to serve you.

Sincerely,



Chris Green, P.E.
The Power Source, PLLC

Signature

Date