

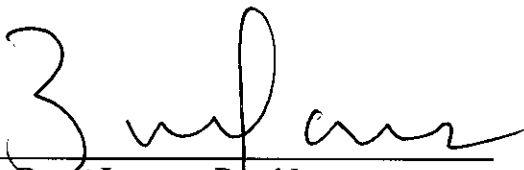
ORDER: APPROVE CONTRACT WITH A2H FOR PROFESSIONAL DESIGN SERVICES FOR THE INVESTPREP GRANT IMPROVEMENTS IN THE LAFAYETTE COUNTY, MAX D. HIPPI INDUSTRIAL PARK

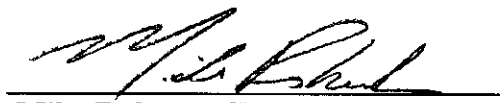
Motion was made by Scott Allen, duly seconded by Greg Bynum, to approve contract with A2H for professional design services for the InvestPrep Grant improvements in the Lafayette County, Max D. Hipp Industrial Park.

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 19th day of May, 2025.


Brent Larson, President
Board of Supervisors


Mike Roberts, Chancery Clerk



ENGINEERS ARCHITECTS PLANNERS

May 23, 2025

Joel Hollowell
Director of Development Services
Lafayette County, MS
300 N. Lamar Blvd.
Oxford, MS 38655

Re: Lafayette County, MS
InvestPrep Max Hipp Industrial Park
Gateway Entrances
Oxford, MS

A2H # 23143

Dear Mr. Hollowell,

A2H is pleased to submit our Contract for design and consulting related services for this project. As an integrated Engineering, Architectural and Planning firm, A2H offers all the services required to successfully complete this project. If you agree with the terms as outlined within the enclosed Contract, please acknowledge your acceptance by signing and dating the Contract and initialing the Terms and Conditions in the spaces indicated and return one executed Contract to our office.

If selected, please note that Andy Reynolds will serve as Project Manager for this project and will be your contact person in our office. If you have any questions or require additional information, please do not hesitate to contact either me or Andy at any time.

Thank you for giving us the opportunity to submit this Contract.

Sincerely,
A2H, PLLC

Logan E. Meeks, PE
President | Principal

Andy Reynolds, PLA, ASLA
Director of Landscape Architecture | Project Manager



ENGINEERS ARCHITECTS PLANNERS

May 23, 2025

Joel Hollowell
Director of Development Services
Lafayette County, MS
300 N. Lamar Blvd.
Oxford, MS 38655

Re: Lafayette County, MS
InvestPrep Max Hipp Industrial Park
Gateway Entrances
Oxford, MS

A2H # 23143

Dear Mr. Hollowell,

A2H is pleased to respond to your request for Professional Services on the above referenced project. By way of this Contract, we are enclosing our understanding of the scope of work required for the project and shall perform the Professional Services upon the terms and conditions set forth in this letter.

I. The following represents our understanding of the project description:

A2H will be responsible for professional design and consulting services necessary for the InvestPrep Max Hipp Industrial Park Gateway Entrances proposed in Oxford, MS.

Additional aspects of the project include the following:

- A. In 2017, Lafayette County engaged A2H to produce a Master Plan for the Max Hipp Industrial Park. The Master Plan provided planning for potential parcel boundaries in unoccupied areas of the park, especially those on the undeveloped west side where the future West Oxford Loop Road was planned. Carefully considering topography, these planned parcel boundaries were placed to maximize usable area.
- B. In 2022, Lafayette County engaged A2H to update the Master Plan. The updated plan proposed improvements that will increase the visual appeal and make the industrial park more "park-like" and less industrial looking. The intent of the increased visual appeal was to attract higher tech companies such as medical equipment manufacturers.
- C. The primary objective of the revised Master Plan was to acquire grants. One grant that was successfully obtained was a Site Development Grant (SDG) administered by the Mississippi Development Authority (MDA). The other successfully obtained grant was an InvestPrep grant administered by the Tennessee Valley Authority (TVA).
- D. This project will be the preparation of construction documents to implement the scope of work defined by the InvestPrep grant awarded by TVA. This scope is as follows:
 - i. Thematic monument signage on both sides of George "Pat" Patterson Parkway at the westernmost boundary of the industrial park. The signage will have landscape planting and irrigation as well as lighting.

- ii. Thematic monument signage in the circle of the roundabout at the secondary road that goes north further into the park. This signage will also have landscape planting, irrigation, and lighting.
- iii. A planted landscape berm on the east side of the secondary road that will extend from the roundabout to the northern parcel boundary of Good Day Farms. This landscaped berm will have irrigation.
- iv. If the available funding and current construction prices allow it, street trees on both sides of West Oxford Loop Road will go from the western gateway signage to the roundabout. These will also have irrigation.

II. It is our understanding that the Basic Scope of Services includes:

A2H will provide the following as part of our Basic Scope of Services, working closely with Lafayette County, MS to provide these services in support of the project:

- Project Management
- Landscape Architecture
- Electrical Engineering
- Construction Administration

The phases described below represent our understanding of the project requirements as indicated by the Client:

Schematic Design

- A. A2H will be provided a topographic survey of the recently constructed George "Pat" Patterson Parkway within the project area and adjacent right-of-way, the roundabout and the secondary road to the northern boundary of Good Day Farms.
- B. Using the topographic survey as a base, A2H will produce two concepts for each of the signage locations.
- C. A2H will meet with you to review the concepts and discuss your preferences for each.

Construction Documents

- A. A2H will incorporate your responses from the Schematic Design and develop the Construction Documents.
- B. The construction plans will include layout plan, grading plan, erosion control plan, planting plan and irrigation plan. The signage will be detailed with footing, cast concrete and masonry components and lighting.
- C. The construction specifications will include technical specifications and front-end specifications. If the county has a template for front-end specifications, we will use them or if not, we will provide front-end specifications with forms and sections necessary to bid the project to prospective contractors.

Bidding

- A. A2H will provide the following items for the bidding of the project to potential Contractors.
 - i. Issue bid packages and maintain a bidders and plan holders list.
 - ii. Conduct a pre-bid conference.
 - iii. Respond to bidders' questions and issue clarifications and addenda.
 - iv. Be present for the bid opening.
 - v. Prepare a bid tab of all proposers' bid amounts.
 - vi. Provide a Letter of Recommendation for the lowest and best bid.

Construction Administration

- A. A2H will provide the following during the construction of the project.
 - i. Conduct a pre-construction conference with you and the awarded Contractor.
 - ii. Coordinate obtaining the contractor's bonds and insurance information and prepare the Contract Agreement and Project Manual.
 - iii. Respond to Contractor requests for information (RFI's).
 - iv. Review submittals if needed.
 - v. Visit the site to observe construction not less than once per week.
 - vi. Review and approve contractor pay applications.
 - vii. Conduct a site visit at substantial completion and prepare a punch list.
 - viii. Verify completion of punch items.

III. Exclusions from our Basic Scope of Services are as follows:

Services not set forth above as Basic Scope of Services in this Contract are excluded from the scope of our work and we assume no responsibility to perform such services, including but not limited to:

- A. Services required because of significant changes in the project, including changes in size, quality, complexity, schedule or methods of bidding.
- B. Plan review fees required by local or state entity, application fees and/or permit fees.
- C. Phase I and/or II Environmental Site Assessment.
- D. Geotechnical Engineering services for appropriate geotechnical engineering design criteria for earth-related phases.
- E. Land Surveying services for topographic and/or boundary survey.
- F. Off-site improvements not specifically referenced in the Basic Scope of Services.
- G. Value Engineering/Analysis after the completion of the Construction Documents phase services shall be compensated as an Additional Service per Section VI.
- H. Construction Cost Estimating services.
- I. Submission and payment for Advertisement for Bid.
- J. Our limited Construction Administration services do not include construction management tasks, i.e., full time on-site representation and inspection.
- K. Quality Assurance Testing services including but not limited to testing and special inspections.

IV. Our proposed schedule of deliverables for the above referenced Basic Scope of Services is as follows:

- A. A2H will provide the Client with a schedule for phase deliverables and construction within two weeks of the Notice To Proceed.

V. Our proposed compensation for the above referenced Basic Scope of Services is as follows:

Schematic Design	\$ 4,150.00
Construction Documents	\$ 20,950.00
Bidding	\$ 2,500.00
Construction Administration	\$ 10,400.00
Compensation for Basic Scope of Services	\$ 38,000.00
Reimbursable Expense Fee (Courier Service, Mileage, and Printing)	\$ 1,000.00

VI. Additional Services:

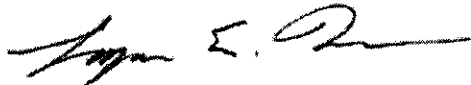
Additional services shall consist of all services not included in the Basic Services as set forth above. No work will be performed beyond the services noted above without an express written agreement between A2H and Lafayette County, MS. Additional Services will be billed either on an hourly basis in accordance with the hourly rate schedule contained herein, or a negotiated fixed fee based on the scope of additional services requested. The A2H Hourly Rate Schedule is as follows:

Principal	\$ 225.00
Associate Principal	\$ 180.00
Project Manager	\$ 160.00
Project Coordinator	\$ 100.00
Engineer	\$ 160.00
Senior Designer	\$ 140.00
Landscape Architect	\$ 135.00
Planner	\$ 125.00
Land Surveyor	\$ 115.00
Designer	\$ 110.00
Construction Administrator	\$ 110.00
Construction Inspector	\$ 100.00
BIM/CAD Technician	\$ 95.00
Land Survey Crew Member	\$ 75.00
Administrator	\$ 80.00

This Contract and the Terms and Conditions attached hereto and incorporated herein satisfactorily set forth your understanding and the agreement between us. This Contract will be open for acceptance for 90 calendar days. We certainly look forward to collaborating with you on this project and thank you for giving us the opportunity to submit this Contract.

If you have any questions, please call.

Sincerely,
A2H, PLLC



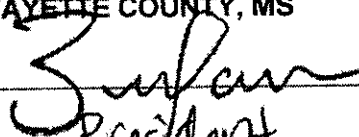
Logan E. Meeks, PE
President | Principal

Attachment: Terms and Conditions

This Contract entered into as of the day and year written below.

AGENT FOR: LAFAYETTE COUNTY, MS

ACCEPTED BY:


President

DATE:

5/23/2025

TERMS AND CONDITIONS

1. The parties agree that **LAFAYETTE COUNTY, MS** is solely responsible for payment in accordance with the following terms. **A2H, PLLC** (hereinafter sometimes "the Consultant") shall submit monthly invoices for work in progress. Payment shall be due upon receipt. Invoices more than 30 days old will be subject to a finance charge of 1.5% per month. The Consultant shall have the right to cease work if payment is not received within 45 days of each invoice. In addition, **LAFAYETTE COUNTY, MS** agrees to pay any and all legal expenses and other costs incurred in the collection of any overdue amount.
2. **LAFAYETTE COUNTY, MS** shall reimburse the Consultant all expenses incurred for courier services, (e.g., Federal Express, United Parcel Service, etc.) mileage, travel, and printing. Mileage shall be reimbursed at the current IRS standard mileage rate. A handling charge of 15% shall be added to all reimbursable expenses and Reimbursable Expenses Fee shall be billed as a flat rate per section V of the contract.
3. In the event of any litigation arising from or related to this Contract or the services provided under this Contract, the "prevailing party" shall be entitled to recover from the "non-prevailing party" all reasonable legal expenses and attorney's fees incurred in such litigation. For the purposes of this provision, a party asserting a claim shall be considered the "prevailing party" only if it recovers 50% or more of the amount claimed. If it does not, the claimant shall be the "non-prevailing party."
4. The Consultant shall commence services within seven (7) days of receiving executed acceptance of this Contract from **LAFAYETTE COUNTY, MS** along with all project information needed to commence services. The Consultant shall perform the work with due diligence commensurate with sound professional practice.
5. The Consultant shall be responsible for the design of the items listed in the scope of services only. Responsibility for any other items not specifically mentioned in the scope of services or shown on the drawings produced by the Consultant shall be borne by **LAFAYETTE COUNTY, MS**.
6. In preparation of Contract Documents, the Consultant is entitled to rely upon the accuracy and completeness of information (electronic or otherwise) furnished by **LAFAYETTE COUNTY, MS**, or its independent consultants. Such information includes but is not limited to topographic and/or boundary surveys, grading and drainage plans, building information, geotechnical reports, dimensions of existing construction, property data, and zoning and land use information. The Consultant is not responsible for recommendations or criteria provided in the geotechnical report. Such recommendations include, but are not limited to, foundation design criteria, anticipated movement criteria, and proposed construction methods.
7. Notwithstanding any other provision of this Contract or the parties' contract, in providing services under this Contract, the Consultant shall endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
8. Construction Documents are by necessity drawn to a small scale and in many cases schematic in nature. Construction Documents cannot be perfectly prepared. Drawings and specifications need continually to be interpreted and clarified, and sometimes must be corrected or updated.
9. In the event **LAFAYETTE COUNTY, MS** should require Consultant to perform construction administration services, **LAFAYETTE COUNTY, MS** acknowledges that the purpose of construction observation by the Consultant is to ascertain in general whether the work when complete will be in substantial compliance with the Contract Documents. In no event shall the Consultant perform exhaustive or continuous inspection. The Consultant is not responsible for, and shall not have control of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, nor will it be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. The Consultant shall not be responsible for, nor have control or charge over the acts or omissions of the Contractor, Subcontractor, nor any of their agents or employees, or any other person performing any of the construction work. The Consultant shall not have the authority nor the responsibility to supervise or direct the construction work.
10. The Consultant's review of shop drawings is solely to determine whether the submittal generally conforms to the design concept expressed in the Contract Documents and is not to verify dimensions and quantities.
11. **LAFAYETTE COUNTY, MS** acknowledges the reports, plans, specifications, field data and notes and all other documents prepared by the Consultant, including all documents on electronic media, are instruments of professional service that shall remain the property of the Consultant. **LAFAYETTE COUNTY, MS** shall not reuse, make, or permit to be made, any modifications to the plans and specifications without the prior written authorization of the Consultant.
12. The Consultant makes no warranties, either expressed or implied, of merchantability, fitness for use for any particular purpose, or of any other nature or type.
13. If there are protracted delays for reasons beyond the control of the Consultant, the Consultant's compensation shall be equitably adjusted.
14. Neither party to this Contract shall transfer, sublet or assign any rights under or interest in this Contract (including but not limited to monies that may be due) without the prior written consent of the other party. The Consultant shall be permitted to subcontract portions of the professional services required under this Contract to properly qualified subconsultants.

BL

Initials

5/23/25

Date

15. This Contract may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, by either party, the Consultant shall be paid for all services rendered and all reimbursable expenses up to and through the date of termination.
16. In the event of defects in the services performed by the Consultant for which the Consultant is liable to **LAFAYETTE COUNTY, MS**, the measure of damages may include the cost of remediation work but shall not include the cost of work that adds value to the project for which **LAFAYETTE COUNTY, MS** would have been obligated to pay if the services had not been defective.
17. Any and all suits for any breach of this Contract shall be instituted and maintained in any Court of competent jurisdiction in Lafayette County, Mississippi and both parties expressly consent to the jurisdiction of such Court.
18. If any portion of this Contract shall in any way become violative or prohibited by or under applicable laws, that provision or part hereof shall be ineffective and void to the extent of such violation or prohibition without invalidating any of the remaining provisions of this Contract.
19. In the event **LAFAYETTE COUNTY, MS** consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by the Consultant, **LAFAYETTE COUNTY, MS** acknowledges that such changes, and the results thereof, are not the responsibility of the Consultant. Therefore, **LAFAYETTE COUNTY, MS** agrees to release the Consultant from any liability arising from such changes.
20. Original signed, sealed reproducible documents are the actual Contract Documents and any electronic copies provided to the Client are the Client's convenience. In the event there is a discrepancy between the original signed, sealed documents and the electronic copy, the original signed, sealed reproducible documents shall take precedence.
21. This Contract represents the entire understanding between **LAFAYETTE COUNTY, MS** and A2H, PLLC in the respect to the project and may be modified only by a writing signed by both parties.
22. If in the event that an executed copy of this Contract is not returned to our office, but payment is received for services rendered during the course of the project, the parties agree that these terms and conditions shall be binding upon the parties.

BL

Initials

5/23/25

Date