

**ORDER: AUTHORIZE PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES  
FOR MAINTENANCE SHOP AND CENTRAL FIRE STATION**

Motion was made by Larry Gillespie, duly seconded by Brent Larson, to authorize proposal for structural engineering services for maintenance shop and central fire station.

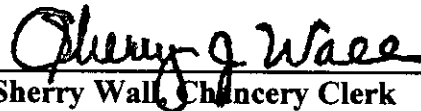
The vote on the motion was as follows:

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

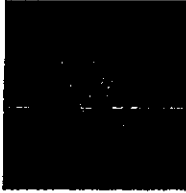
After the vote, Vice President McLarty, declared the motion carried, this the 3<sup>rd</sup> day of October, 2022.



**Chad McLarty, Vice President  
Board of Supervisors**



**Sherry Wall, Chancery Clerk**



## A Proposal for Structural Engineering Services

**W. Mark Watson, PE, LLC**  
**Structural Engineers**  
2510 Mattox Street  
Tupelo, MS 38801  
662-260-5083 phone

22 September, 2022

W. Mark Watson, PE, LLC is pleased to present this proposal for Structural Engineering Services to Lafayette County Development Services for the Central Fire Station Addition located in Oxford, Mississippi.

### PROJECT DESCRIPTION / SCOPE OF SERVICES PROVIDED:

The proposed scope of work consists of the foundation design for a new two-story, pre-engineered metal building addition adjacent to the existing fire station structure. Fabrication drawings by the metal building supplier (ACI) will be provided by client for use in the foundation design and layout. Structural drawings consisting of a foundation plan, footing sections, and grade beam details will be provided for bidding and rebar fabrication. Review of the reinforcing shop drawings is included as part of the structural engineering services (if necessary).

Design of other foundation elements not part of the metal building system is excluded from the scope of work.

Estimated fee for the above scope of work is estimated to be approximately \$2,750 based on the hourly rates shown below.

Current standard hourly rates are:

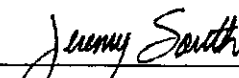
Principal Engineer	\$170.00 / Hour
Senior Project Engineer:	\$165.00 / Hour
Senior Construction Designer:	\$ 100.00 / Hour
Field Technician:	\$ 75.00 / Hour
Administrative Assistant:	\$ 55.00 / Hour

### Proposed Services Offered by:

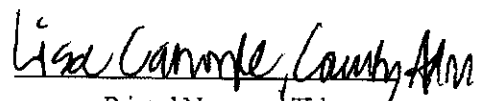
Jeremy South, PE  
W. Mark Watson, PE, LLC  
2510 Mattox Street  
Tupelo, MS 38801

### Services Accepted by:

Lafayette County  
Development Services  
300 North Lamar Blvd., Suite 109  
Oxford, MS 38655

  
\_\_\_\_\_  
Jeremy South, PE

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Printed Name and Title

## **TERMS AND CONDITIONS:**

### **Fee**

The fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

### **Billings/Payments**

Invoices will be submitted upon completion and are due when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the SEOR may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

### **Access To Site**

Unless otherwise stated, the SEOR will have access to the site for activities necessary for the performance of services. The SEOR will take precautions to minimize damage, but has not included in the fee the cost of restoration of any resulting damage.

### **Hidden Conditions and Hazardous Materials**

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SEOR has reason to believe that a structurally deficient condition may exist, the SEOR shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SEOR has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SEOR shall not be responsible for the existing condition nor any resulting damages to persons or property. SEOR shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### **Indemnification**

The SEOR shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts, errors, or omissions of the SEOR or its employees in the performance of its services under this Agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the SEOR and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SEOR) or anyone for whose acts any of them may be liable.

### **Risk Allocation**

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the SEOR, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the SEOR's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of \$5,000, the amount of the SEOR's fees (whichever is greater), or other amount agreed upon. Such cause or causes include, but are not limited to, the SEOR's negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability.

### **Severability**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

### **Termination of Services**

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the SEOR for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### **Dispute Resolution**

The SEOR and Client agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the SEOR and Client cannot be settled within 30 days by good faith negotiations the SEOR and Client agree to submit it to mediation in accordance with the Construction Rules of the American Arbitration Association. If the claim or dispute cannot be settled by good faith negotiations or mediation then either party may exercise their rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations.



## A Proposal for Structural Engineering Services

**W. Mark Watson, PE, LLC**  
**Structural Engineers**  
2510 Mattox Street  
Tupelo, MS 38801  
662-260-5083 phone

22 September, 2022

W. Mark Watson, PE, LLC is pleased to present this proposal for Structural Engineering Services to Lafayette County Development Services for a new Maintenance Shop located in Oxford, Mississippi.

### PROJECT DESCRIPTION / SCOPE OF SERVICES PROVIDED:

The proposed scope of work consists of the foundation design for a new single story maintenance shop constructed of a pre-engineered metal building over a shallow foundation system. Fabrication drawings by the metal building supplier (ACI) will be provided by client for use in the foundation design and layout. Structural drawings consisting of a foundation plan, footing sections, and grade beam details will be provided for bidding and rebar fabrication. Review of the reinforcing shop drawings is included as part of the structural engineering services (if necessary).

Design of other foundation elements not part of the metal building system is excluded from the scope of work.

Estimated fee for the above scope of work is estimated to be approximately \$1,250 based on the hourly rates shown below.

Current standard hourly rates are:

Principal Engineer	\$170.00 / Hour
Senior Project Engineer:	\$165.00 / Hour
Senior Construction Designer:	\$ 100.00 / Hour
Field Technician:	\$ 75.00 / Hour
Administrative Assistant:	\$ 55.00 / Hour

### Proposed Services Offered by:

Jeremy South, PE  
W. Mark Watson, PE, LLC  
2510 Mattox Street  
Tupelo, MS 38801

### Services Accepted by:

Lafayette County  
Development Services  
300 North Lamar Blvd., Suite 109  
Oxford, MS 38655

  
\_\_\_\_\_  
Jeremy South, PE

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Printed Name and Title

## **TERMS AND CONDITIONS:**

### **Fee**

The fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

### **Billings/Payments**

Invoices will be submitted upon completion and are due when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the SEOR may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

### **Access To Site**

Unless otherwise stated, the SEOR will have access to the site for activities necessary for the performance of services. The SEOR will take precautions to minimize damage, but has not included in the fee the cost of restoration of any resulting damage.

### **Hidden Conditions and Hazardous Materials**

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SEOR has reason to believe that a structurally deficient condition may exist, the SEOR shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SEOR has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SEOR shall not be responsible for the existing condition nor any resulting damages to persons or property. SEOR shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### **Indemnification**

The SEOR shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts, errors, or omissions of the SEOR or its employees in the performance of its services under this Agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the SEOR and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SEOR) or anyone for whose acts any of them may be liable.

### **Risk Allocation**

In recognition of the relative risks, rewards and benefits of the Project to both the Client and the SEOR, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the SEOR's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses rising out of this Agreement, from any cause or causes, shall not exceed the amount of \$5,000, the amount of the SEOR's fees (whichever is greater), or other amount agreed upon. Such cause or causes include, but are not limited to, the SEOR's negligent acts, errors, omissions, strict liability, breach of contract, breach of expressed or implied warranty, or any other theory of legal liability.

### **Severability**

In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

### **Termination of Services**

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the SEOR for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### **Dispute Resolution**

The SEOR and Client agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between the SEOR and Client cannot be settled within 30 days by good faith negotiations the SEOR and Client agree to submit it to mediation in accordance with the Construction Rules of the American Arbitration Association. If the claim or dispute cannot be settled by good faith negotiations or mediation then either party may exercise their rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations.