



## Miscellaneous Architectural Services Agreement

This agreement is made between Madison County, Mississippi Board of Supervisors and The Haygood Group, LLC for miscellaneous projects on an as needed basis.

Upon review and definition of scope of work for noted area/item, The Haygood Group, LLC will determine if project falls under this Agreement or if an American Institute of Architects (AIA) contract will be necessary.

Services will be performed on an hourly basis at the current rates per the attached Standard Hourly Rates and Agreement Provisions which is made a part hereof.

Any required engineers or other outside consultant services will be hourly at their current rate plus expenses. Their services will be provided at the actual cost. Invoices from consultants will be provided.

Invoices will be submitted on a monthly basis until project is complete.

Agreed up this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Sincerely,  
The Haygood Group, LLC

Gary A. Haygood , ASLA  
President

Accepted By:  
Madison County Board of Supervisors

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Trey Baxter, President

Attachment: Standard Hourly Rates and Agreement Provisions

The Haygood Group, LLC  
Landscape Architecture • Land Planning  
1888 Main Street, Suite C210 | Madison, MS 39110



## Standard Hourly Rates and Agreement Provisions

The Haygood Group, LLC (THG) shall provide planning and landscape architectural services under the terms and conditions outlined below:

1. For services provided by THG on an hourly basis, compensation shall be at the hourly rate of \$125.00 per hour.
2. All project related reimbursable expenses (eg. reproduction, postage, delivery, fax, telephone, renderings, accommodations, travel, etc.) in connection with this project will be billed to the client at 1.00 times their cost. Auto mileage will be billed at a rate of \$.56 per mile.
3. Upon execution of this agreement, Client shall identify persons who are responsible for approval and processing of THG's invoices and identify timing of such approvals and processing.
4. Invoicing shall occur on a performance based system as services are provided.
5. Invoices are due upon receipt. Payment shall be considered overdue after sixty (60) days from date of invoice and 1.5% per month is automatically added to the principal balance then remaining.
6. If Client for any reason fails to pay THG's invoices within 60 days of date of invoice THG has the right to cease work on the project and client shall waive any claim against THG for cessation of services.
7. In the event any invoice or portion thereof is disputed by Client, Client shall notify THG within 10 days of receipt of invoice in question and Client and THG shall work together to resolve the matter. If resolution of the matter is not attained within 60 days THG shall seek appropriate alternative actions to secure payment due.
8. THG shall be reimbursed all cost incurred in collecting overdue accounts under this agreement including legal and/or attorney fees.
9. The client will provide complete and accurate information and participate in reviews, minimizing time and expense for THG and the Client; Client will designate person(s) to whom THG is responsible and Client will remunerate in a timely manner. When the Client authorizes designated person(s) to act for it, the Client agrees to be bound to the actions taken or requested thereby. If Client is a corporation, the designated individuals shall be jointly and severally obligated to comply with the terms herein.
10. The total limit of liability borne by THG, its associates, successors, assigns and legal representatives under this agreement is in direct proportion to the compensation paid to THG under this agreement and shall not under any condition exceed the compensation already paid to THG at the time of any such accusation.
11. THG shall maintain an Errors and Omissions liability insurance policy in the amount of \$500,000 and a General Liability insurance policy in the amount of \$500,000.
12. The terms of this agreement are not contingent on financing, sales or other performance based criteria.
13. Termination of this agreement may be effected by either party giving twenty (20) days written notice; Client must also comply with terms of compensation herein stated. At termination, THG shall be paid in full for services performed to date.
14. These standard hourly rates and agreement provisions are subject to change 6 months from the date of this contract.

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