



November 27, 2018

Mrs. Sheila Jones
President, Madison County Board of Supervisors
125 West North Street
Canton, MS 39046

Re: Proposal for Madison County Courthouse Design Services, Canton, MS

Dear Mrs. Jones:

This proposal outlines scope of services and compensation as well as Client's responsibilities. The terms and conditions in the attached Standard Hourly Rates and Agreement Provisions apply to this agreement. It is our understanding that the Client is the Madison County Board of Supervisors (Client), and that The Haygood Group, LLC (THG) is the consultant to provide services as outlined below. When both parties sign this proposal, it will become the Agreement to provide Professional Services as follows:

I. Scope of Services

A. Irrigation Design and Sidewalk Design Services

1. Design and Construction Documentation Services
 - a. A survey showing the location of site utilities, available water pressure at the site and information such as desired location of the irrigation clock, etc.. previously provided by the Client will be used for the base information.
 - b. Visit site to determine project needs and parameters. Irrigation design, and sidewalk design and replacement plans will be based on the needs conveyed by the Madison County Director of Building and Grounds at a site meeting.
 - c. Identify areas for soil to be brought in, graded and seeded or sodded for beautification.
 - d. Provide conceptual design to the Director of Building and Grounds for review and comments.
 - e. Based on input and direction, provide detailed, signed and sealed plans and specifications on plans suitable for bidding and construction.
2. Bidding and Negotiation Services
 - a. Conduct prebid meeting with bidders on site.
 - b. Assist Madison County Purchasing Agent with advertisement.
 - c. Respond to any questions and submit addendums/ clarifications as required.
 - d. Open bids, review and make recommendation to Owner for awarding bid.
3. Construction Administration Services
 - a. Coordinate with successful bidder and establish final schedule.
 - b. Visit site to review progress and document with photographs and notes (up to 5 visits).
 - c. Perform final walk through with irrigation contractor and Building and Grounds Manager.
 - d. One year warranty inspection

B. Retaining Wall/Erosion Control Studies

1. An as-built survey previously provided by the Client will be used for the base information.
2. Prepare schematic options for the property perimeter to address erosion issues.
3. Prepare estimated Opinion of Costs for construction.
4. Review options and Opinion of Costs with Director of Building and Grounds for review and comments.
5. Revise options as directed and present to Board of Supervisors.

The Haygood Group, LLC
Landscape Architecture • Land Planning
571 Highway 51, Suite C | Ridgeland, MS 39157



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 \$.50 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 \$1,000,000 and a General Liability insurance policy in the amount of \$1,000,000.
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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