

AGREEMENT BETWEEN OWNER AND ARCHITECT

Agreement presented/made as of April 29, 2019. This Agreement will replace the previous Agreement dated June 29, 2015 previously approved by the Madison County Board of Supervisors.

Between the Owner:

Madison County Board of Supervisors
125 West North Street
P.O. Box 608
Canton, MS 39046

And the Architect:

JH&H Architects/Planners/Interiors, P.A.
1047 North Flowood Drive
Flowood, Mississippi 39232-9533

For the following Project:

Facility Assessment and Planning for the Madison County Circuit Courthouse & Additional Facilities and Offices as Scope defines. (Anticipated to include: Circuit Courts, Judges Suites/Offices, Circuit Clerk's Office, existing Chancery Court Space, District Attorney's Offices and Other Court Functions)

The Owner and Architect agree as follows:

1. Project Description

JH&H Architects | Planners | Interiors, P.A. will provide Facility Assessment and Planning Services for the current Circuit Courthouse and the Program Needs and Options for a (1) New Circuit Courthouse and (2) Improvements to Existing Circuit Court Building. The Facility Assessment & Planning services provided will analyze current space needs and future needs of the Circuit Courts & staffing, Circuit Clerk's Office, anticipated Site Options, Security, Parking, and Other Courts and Services that may be potentially be included. In addition, we anticipate including assessment of existing Chancery Court needs, District Attorney's Offices and County Youth Court and related functions that would provide more accessibility and service for the public.

a professional association

J. CARL FRANCO, AIA, LEED AP

PAUL J. BAGLEY, AIA, LEED AP

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2. Scope of Services to be Provided

Phase I:

- A. Meet with County Staff, Circuit Court, and Other Stakeholders to establish Goals and Objectives.
- B. Review and Analyze Current Circuit Court Site and Capacities, Circuit Court Existing Facilities, Circuit Clerk's Facilities, District Attorney Facilities, and County Youth Court Facilities.
- C. Provide Visual Review of Existing Circuit Court Building.
- D. Provide Space Program & Spatial Relationships of Needed/Required Spaces for Facilities.

Phase II:

- D. Provide Conceptual Drawings (Schematic) to aid in Planning and Cost Estimating.
- E. Provide Conceptual estimate of anticipated Project Costs.
- F. Provide Report and Presentation to Madison County Board of Supervisors, County Administration and Stakeholders.

3. Fees & Costs for Basic Services

- A. Fees associated with the Assessment & Planning Services Study shall not exceed \$50,000 less previously paid \$11,2014.15 in accordance with the June 29, 2015 Agreement, leaving a Balance of Not-To-Exceed \$38,795.85. The fee(s) will be invoiced on a monthly basis and based on the percentage of work completed at that time.
- B. Fees for Basic Services shall be at the Hourly Rates as listed in Paragraph 4. This represents services above and beyond the stated scope of services presented at this time and is presented for reference. If modifications above and beyond the scope of work defined are needed, we would recommend additional fee structure based on hourly rates.
- C. Reimbursable Costs shall be as listed in Paragraph 5.

4. Hourly Rates

Principal	\$185/HR
Architect/Engineer	\$135/HR
Interior Designer	\$100/HR
Project Manager	\$110/HR
Architect Intern	\$100/HR
CADD/Technical	\$85/HR
Clerical/Administrative	\$50/HR

5. Reimbursable Costs

Reimbursable cost may include the following items.

• 8 ½ x 11 black & white copies	\$0.15/copy
• 11 x 17 black & white copies	\$0.25/copy
• 8 ½ x 11 color copies	\$1.00/copy
• 11 x 17 color copies	\$2.00/copy
• Printing of drawings (24 x 36)	\$2.00/copy
• Printing of Drawings (Half-Size)	\$1.00/copy
• Mileage	\$0.55/mile
• Computer plots	\$5.00/sheet
• Specialty or Engineering Consultant	1.10 x Direct Cost
• Other items i.e.: photos, presentation boards, mailing, etc.	Actual Cost

6. Schedule

Our staff of professionals are immediately available to begin work on this phase of your project. It is anticipated this study could take between 2-3 months – our intent is to work within the schedule set forth by the Board of Supervisors and the Court Staff's availability.

7. Owner Furnished Items

- A. Existing Drawings
- B. Surveys
- C. Test Reports
- D. Other available Pertinent Data

8. Miscellaneous

A. The Owner or Architect may terminate this Agreement within 7 days of written notification. Fees for services performed to date shall be due to the Architect at that time, based on Work performed.

B. Owner's Representatives are Shelton Vance and Danny Lee.

9. Additional Services

Additional Services, if requested by Owner, will be provided at the Hourly Rates contained in paragraph 4.

10. Items Not Included

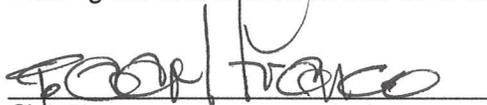
The following are Not Included as part of the Project Scope.

- Destructive Investigation
- Hazardous material Investigation / Survey
- Engineering Analysis of Existing Building

11. Payment

Payment will be due within 30 days of completion of each phase of the Work.

This Agreement is entered into as of the date written above.



Signature

J. Carl Franco, AIA, LEED AP

Print

Principal

Title

JH&H Architects/Planners/Interiors, P.A.

Signature

Trey Baxter

Print

President

Title

**Madison County
Board of Supervisors**