



June 10, 2020

Mr. Gerald Steen
President, Madison County Board of Supervisors
125 West North Street
Canton, MS 39046

Re: Proposal for Madison County Courthouse Landscape Redesign Services, Canton, MS

Dear Mr. Steen:

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

Elements shall include irrigation design (Base Bid), concrete walk replacement within historic fence (Add Alternate #1) and grading and sod (Add Alternate #2).

A. Construction Documents

1. Modify existing construction documents and specifications to add, remove or reorganize information needed to obtain competitive bids for revised scope of services.

B. Bidding and Negotiation Services

1. Conduct prebid meeting with bidders on site.
2. Assist Madison County Purchasing Agent with advertisement.
3. Respond to any questions and submit addenda/ clarifications as required.
4. Open bids, review and make recommendation to Owner for awarding bid.

C. Construction Administration Services

1. Coordinate with successful bidder and establish final schedule.
2. Visit site to review progress and document with photographs and notes.
3. Perform final walk through with contractor and Building and Grounds Director.
4. One year warranty inspection

II. Additional Services

Work items not included in the above scope of services (for example, providing services to address existing erosion issues on the perimeter of the site outside of the historic fence) shall be considered as Additional Services, and fees for such additional work shall be negotiated at the time of request. Services required to meet any additional requirements by the Mississippi Department of Archives and History or other entity above and beyond the requirements stated by the Madison County Board of Supervisors above, shall be considered additional services.

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

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III. Excluded Services

The following services are excluded from this scope and are not provided by THG:

- A. Providing services to investigate, survey or prepare permits for environmental conditions such as wetlands, endangered species or hazardous waste, etc...
- B. Providing civil engineering services
- C. Providing structural engineering services
- D. Providing architectural services for architectural structures, i.e., structures other than small ornamental landscape structures
- E. Providing land surveying, property boundary survey or platting services
- F. Providing services to investigate soils or geotechnical conditions
- G. Providing services to investigate or survey archaeological or cultural resources

IV. Compensation

THG proposes to provide the services outlined in this document under the terms of our attached Standard Hourly Rates and Agreement Provisions for the fees as follows, plus reimbursable expenses:

For Item I.A. Construction Document Services above, compensation shall be provided for a lump sum of \$3,000.00.

For Item I.B. Bidding Services above, compensation shall be \$2,200.00.

For Item I.C. Construction Administration Services above, compensation shall be seven percent (7%) of actual construction cost.

If you have any questions regarding this proposal, or require additional information or documentation, please feel free to contact me directly. I look forward to working with you to complete this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary Haygood".

Gary A. Haygood, ASLA
President

Accepted:

Mr. Gerald Steen Date:
President, Madison County Board of Supervisors
Madison County, MS

Attachment: Standard Hourly Rates and Agreement Provisions



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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