

Department of Engineering
Tim Bryan, P.E., PTOE, County Engineer

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MEMORANDUM

May 13, 2026

To: Casey Brannon, Supervisor, District I
Trey Baxter, Supervisor, District II
Gerald Steen, Supervisor, District III
Karl Banks, Supervisor, District IV
Paul Griffin, Supervisor, District V

From: Tim Bryan, P.E., PTOE
County Engineer

Re: Professional Engineering Contract
New Connector Road – Stribling Road to Sowell Road Interchange

The Engineering Department requests the Board approve the attached Professional Engineering Contract for Preliminary Engineering Services with Garver in an amount not to exceed \$780,975.50 for a new 2-lane roadway connecting Stribling Road at its current intersection with Catlett Road to the western termini of the intersection of E. Sowell Road at Calhoun Station Parkway. If approved, it is also requested that the Board President be authorized to sign the contract.



**Agreement
For
Professional Services
Madison County Board of Supervisors
Project No. 2501837**



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THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the Effective Date by and between the **Madison County Board of Supervisors** (hereinafter referred to as “**Owner**”), and **Garver, LLC** (hereinafter referred to as “**Garver**”). Owner and Garver may individually be referred to herein after as a “**Party**” and/or “**Parties**” respectively.

RECITALS

WHEREAS, Owner intends to design a 2-lane minor arterial roadway from the intersection of Stribling Road and Catlett Road to the intersection of Sowell Road and Calhoun Station Parkway in Madison County, Mississippi (the “**Project**”).

WHEREAS, Garver will provide professional Services related to the Project as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

“**Effective Date**” means the date last set forth in the signature lines below.

“**Damages**” means any and all damages, liabilities, or costs (including reasonable attorneys’ fees recoverable under applicable law).

“**Hazardous Materials**” means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

“**Personnel**” means affiliates, directors, officers, partners, members, employees, and agents.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service described in Exhibit A attached hereto (“**Services**”). Execution of this Agreement by Owner constitutes Owner’s written authorization to proceed with the Services. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.



3. PAYMENT

- 3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and Exhibit B. Owner represents that funding sources are in place with the available funds necessary to pay Garver in accordance with the terms of this Agreement.
- 3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.
- 3.3. Payment.
 - 3.3.1. Due Date. Owner shall pay Garver all undisputed amounts within thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.
 - 3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.
 - 3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

- 4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit D, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional services created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

- 5.1. In connection with the Project, Owner's responsibilities shall include the following:
 - 5.1.1. Those responsibilities set forth in Exhibit A.
 - 5.1.2. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this



Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing Services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in Exhibit A.

5.1.3. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the Project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Project; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.4. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents.

5.1.5. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On-site Services. Garver and its representatives shall comply with Owner's and its separate contractor's Project-specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information. Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform



its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under Exhibit A (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein. Except to the extent expressly included as part of the Services under Exhibit A, Garver will not provide digital document accessibility services (e.g., ADA-compliant Deliverables, 508-compliant Deliverables, WCAG-complaint Deliverables, etc.).

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All intellectual property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so imbedded and may not be separated therefrom.

6.2.4. Third Party Terms and Conditions. Owner and its separate consultant(s) and/or contractor(s) shall abide by applicable third-party terms and conditions in the use of Deliverables and Intellectual Property, which may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Garver does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own license, end-user agreements, privacy and security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND FROM GARVER AND GARVER MAKES NO OTHER



REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GARVER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SUBJECT TO THE TERMS OF THIS AGREEMENT, GARVER DOES NOT WARRANT THAT THE THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.

6.2.5. **THIRD-PARTY CLAIMS FOR INFRINGEMENT.** Should Deliverables become, or be likely to become in Garver's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Garver will, at its sole option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. If Garver determines that none of these options are reasonably available, then Garver may refund any prepaid and unused fees.

6.2.5.1. **Exclusions.** Garver has no obligation to the extent a claim arises from: Garver's compliance with Owner's specifications; a combination of the Services with other technology or aspects where the infringement would not occur but for the combination; Owner data; or technology or aspects not provided by Garver. THIS SECTION CONTAINS OWNER'S EXCLUSIVE REMEDIES AND GARVER'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

6.2.6. **License.** Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the Project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of this Project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants. To the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including but not limited to costs of defense arising out of Owner's use of the Intellectual Property contrary to the rights permitted herein.

6.2.7. Notwithstanding any provision to the contrary, Garver may utilize Deliverables, Electronic Media and Intellectual Property in third-party technology products for generative AI queries and other legitimate corporate purposes.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of Project costs or construction costs provided pursuant to Exhibit A, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual Project or construction costs will not vary from estimates prepared by Garver.



- 6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- 6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.
- 6.5. Design without Construction Phase Services.
- 6.5.1. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the services as an Amendment in accordance with Sections 4 and 10.2.
- 6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials. Notwithstanding any other provision to the contrary in this Agreement and to the fullest extent permitted by law, Owner shall indemnify and hold Garver and Garver's subconsultants, and their Personnel harmless from and against any and all losses which arise out of the performance of the Services and relating to the regulation and/or protection of the environment including without limitation, losses incurred in connection with characterization, handling, transportation, storage, removal, remediation, disturbance, or disposal of Hazardous Material, whether above or below ground.
- 6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as "Confidential Information" or "Proprietary Information" or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver's performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a "need to know basis" with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party's right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services. Nothing herein shall be interpreted as prohibiting Garver from disclosing general information regarding the Project for future marketing purposes.



7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit C until completion of the Service. Upon request, Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.2. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit C.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the make-up of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Project, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under Exhibit A.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. Owner Indemnity. Subject to the limitations of liability set forth in Section 9.2, Owner agrees to indemnify and hold Garver and Garver's subconsultants and their Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent caused by the negligent acts, errors, or omissions of Owner or any other party for whom Owner is legally liable, in the performance of Owner's obligations under this Agreement.

9.1.3. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.



- 9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.
- 9.2.3. Limitation. In recognition of the relative risks and benefits of the Project to both the Owner and Garver, Owner hereby agrees that Garver's and its Personnel's total liability under the Agreement shall be limited to one hundred percent (100%) of Garver's fee set forth in Exhibit B.
- 9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.
- 9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

- 10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:
- 10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.
- 10.1.2. Arbitration of the Dispute shall be administered by the American Arbitration Association ("**AAA**") in accordance with its Construction Industry Arbitration Rules. EACH PARTY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ANY AND ALL RIGHT TO TRIAL BY JURY. The arbitration shall be conducted by a single arbitrator, agreed to by the Parties. In no event may a demand for arbitration be made if the institution of legal or equitable proceedings based on such dispute is barred by the applicable statute of limitations.
- 10.1.3. The site of the arbitration shall be Madison County, Mississippi. Each Party hereby consents to the jurisdiction of the federal and state courts within whose district the site of arbitration is located for purposes of enforcement of this arbitration provision, for provisional relief in aid of arbitration, and for enforcement of any award issued by the arbitrator.



- 10.1.4. To avoid multiple proceedings and the possibility of inconsistent results, either Party may seek to join third parties with an interest in the outcome of the arbitration or to consolidate arbitration under this Agreement with another arbitration. Within thirty (30) days of receiving written notice of such a joinder or consolidation, the other Party may object. In the event of such an objection, the arbitrator shall decide whether the third party may be joined and/or whether the arbitrations may be consolidated. The arbitrator shall consider whether any entity will suffer prejudice as a result of or denial of the proposed joinder or consolidation, whether the Parties may achieve complete relief in the absence of the proposed joinder or consolidation, and any other factors which the arbitrators conclude should factor on the decision.
- 10.1.5. The arbitrator shall have no authority to award punitive damages. Any award, order or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction.
- 10.1.6. The prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses, including arbitrator fees and costs and AAA fees and costs.
- 10.1.7. The foregoing arbitration provisions shall be final and binding, construed and enforced in accordance with the Federal Arbitration Act, notwithstanding the provisions of this Agreement specifying the application of other law. Pending resolution of any Dispute, unless the Agreement is otherwise terminated, Garver shall continue to perform the Services under this Agreement that are not the subject of the Dispute, and Owner shall continue to make all payments required under this Agreement that are not the subject of the Dispute.
- 10.1.8. Owner and Garver further agree to use commercially reasonable efforts to include a similar dispute resolution provision in all agreements with independent contractors and subconsultants retained for the Project.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

- 11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with Exhibit B for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.
- 11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide



at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Mississippi, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Scope of Services



- Exhibit B – Compensation Schedule
- Exhibit C – Insurance
- Exhibit D – Form of Amendment

If there is an express conflict between the provisions of this Agreement and any Exhibit hereto, the terms of this Agreement shall take precedence over the conflicting provisions of the Exhibit.

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

Madison County Board of Supervisors

Garver, LLC

By: _____
Signature

By: Wayne Black
Signature

Name: _____
Printed Name

Name: T. Wayne Black
Printed Name

Title: _____

Title: Senior Project Manager

Date: _____

Date: May 12, 2026

Attest: _____

Attest: M. Shaw Well



**EXHIBIT A
(SCOPE OF SERVICES)**

I. GENERAL PROJECT DESCRIPTION

1. The Owner intends to purchase right-of-way for a proposed roadway connecting Stribling Road with Sowell Road, hereinafter referred to as Sowell Road Extension. As shown on Attachment A, Sowell Road Extension will begin at the intersection of Catlett Road and Stribling Road and will extend in an easterly direction terminating at the existing intersection of Sowell Road and Calhoun Station Parkway. Sowell Road Extension is anticipated to be a two-lane, two-way, open-ditch minor roadway arterial, with left-turn lanes at local roadway intersections, as determined by a traffic analysis. The Owner intends to purchase adequate right-of-way for a five-lane undivided open ditch roadway section to accommodate a future traffic growth within the area. Intersection improvements will be evaluated at the beginning and end of Sowell Road Extension. The project is not expected to utilize federal funding; therefore, will not follow MDOT's LPA process.
2. The scope of work for engineering services will generally consist of the following tasks:
 - A. Project Management
 - B. Design Surveying Services
 - C. Traffic Analysis
 - D. Geotechnical Services
 - E. Environmental Services
 - F. Utility Coordination
 - G. Preliminary Roadway (Right-of-Way) Design Services** Right-of-Way Acquisition is not included in this scope of work and is to be contracted with the Owner separately via a future supplemental agreement.

II. SCOPE OF SERVICES

1. PROJECT MANAGEMENT
 - A. Coordinate with the County Engineer on a regular basis as needed regarding requests for information, progress updates, etc.
 - B. Present quarterly reports to the Owner.
 - C. Coordinate with Michael Baker International regarding the existing Stribling Road project between Dewees Road and Catlett Road to ensure proper connection of projects.
2. DESIGN TOPOGRAPHIC SURVEYS (CLEARPOINT ENGINEERS, P.A., AS SUBCONSULTANT)
 - A. Using County public records and assistance from County personnel, Garver will provide written notification to all landowners within the subject area of interest to obtain right-of-entry for survey purposes.
 - B. Collection of topographic data along the proposed roadway alignment as needed for design. Area to be collected includes an approximate 200' wide strip centered about proposed centerline of roadway. Cross-sections will be collected along the alignment at 50-foot intervals, with additional cross-sections to be collected as needed at the high points and low points along the alignment. At drainage crossings, cross-sections of the water course or ditch shall extend an additional 50 feet upstream and downstream of



the approximate 200' wide corridor. Collect topographic survey is needed at the intersection of Stribling Road and Catlett Road, and the existing intersection of Sowell Road and Calhoun Station Parkway.

Topographic features to be collected within the area described above are included to but not limited to the following:

- Ground elevations throughout the area, including grade breaks, high points, and low points.
 - Tree lines where practical, to delineate the separation between wooded areas and open areas. Individual trees shall not be located.
 - Water features, such as streams, ditches, and ponds.
 - Existing pavement edges and edges of driveways.
 - Fences, mailboxes, and roadway signs.
 - Above ground utilities and appurtenances located along existing roads.
 - Storm drainage culverts or other structures.
- C. Establish existing roadway rights-of-way to reasonable accuracy.
- D. Locate all existing overhead utilities and underground utilities as marked in response to Mississippi 811 locate request.
- E. Locate the existing power transmission line intersecting the proposed roadway, along with the right-of-way lines.
- F. Locate all residential and other structures located within 250 feet of proposed centerline.
- G. Establish horizontal and vertical control points, referenced to MS State Plane Coordinate Zone West NAD83 (ft) horizontal datum and NAVD88 (ft) vertical datum.
- H. Development of survey plats and legal descriptions for individual properties to be acquired for right-of-way and/or easements are not included in this scope of work. This work is to be contracted with the Owner separately via a future supplemental agreement.
3. TRAFFIC ENGINEERING SERVICES
- A. Obtain 24-hour turning movement traffic counts for use in capacity analysis and pavement design. Traffic data will be collected for the following eight intersections:
1. Stribling Road at Catlett Road
 2. Calhoun Station Parkway at Sowell Road
 3. Stribling Road Extension at Catlett Road
 4. Calhoun Station Parkway at Church Road
 5. Gluckstadt Road at Catlett Road
 6. Calhoun Station Parkway at Gluckstadt Road
 7. Deer Wood Crossing at Lakeshire Parkway
 8. Calhoun Station Parkway at Lakeshire Parkway
- These existing traffic volumes along with growth rate and travel demand model data provided by MDOT will be utilized to determine the opening year (2030) and design year (2050) Build volumes.
- B. Perform a capacity analysis to determine the operational and geometric requirements of the project for the opening year and design year. Capacity and queueing analyses will be conducted along the proposed Sowell Road extension from Calhoun Station



Parkway to Stribling Road for the AM and PM peak hours utilizing the Synchro software. The two intersections on the east and west termini of the corridor (at Calhoun Station Parkway and at Stribling Road) will be evaluated as a roundabout and as either stop-controlled or signalized based on signal warrant analysis results. Traffic analysis will be conducted for four proposed alternatives which will be evaluated during AM and PM peaks for opening year (2030) and design year (2050):

1. two-lane with roundabout intersections on either end
2. five-lane with roundabout intersections on either end
3. two-lane with either stop-controlled or signalized intersections on either end
4. five-lane with either stop-controlled or signalized intersections on either end

Results of the operational analysis will be compiled into a Traffic Analysis Memo including recommended storage length for turn-lanes at intersections.

- C. Traffic signal design is not included in this scope of services since it is not considered to be a critical component in establishing right-of-way for the proposed intersection improvements.
4. GEOTECHNICAL SERVICES (BURNS COOLEY DENNIS, INC. AS SUBCONSULTANT)
 - A. Perform field borings and laboratory work along the roadway alignment at intervals necessary for adequate design.
 - B. Develop a geotechnical report that includes boring logs (including groundwater levels if encountered), graphical logs of the borings, results of laboratory testing, and earthwork and pavement construction recommendations.
 5. ENVIRONMENTAL SERVICES
 - A. USACE Coordination
 1. Wetland Delineation and Report

Garver will conduct a wetland delineation to determine the limits of potentially jurisdictional Waters of the United States, including streams, within the project limits. Each potentially jurisdictional feature will be mapped with a sub-meter GPS, which will be used to create shapefiles for use in determining avoidance and minimization of impacts, and permitting. The delineation will utilize methodologies outlined in the appropriate Regional Supplement to the U.S. Army Corps of Engineers (USACE) Wetlands Delineation Manual. Garver will accomplish the following as part of the wetland delineation:

 - a. Review pertinent resources related to the project site's hydrology and soils, and review of historical topographic maps and aerial photographs.
 - b. Field survey of wetlands and streams within the project boundary.
 - c. Create shapefiles from field-collected data to be utilized in wetland report exhibits and for quantification of wetland acreages and stream lengths within the project.
 - d. Complete a wetland delineation report of findings that includes necessary documentation for submittal to the USACE to obtain an appropriate Section 404 permit.
 - e. Section 404 Nationwide Permit Coordination
 2. Section 404 Nationwide Permit Coordination

Garver will coordinate with the USACE for the issuance of a Section 404 Nationwide Permit (NWP) for potential wetland and/or stream impacts. Coordination for an Individual Permit and/or mitigation planning beyond mitigation banking coordination assistance is considered extra work. Garver will:



- a. Compile a Section 404 NWP package that will include the following:
 - Eng Form 6082
 - Impact determinations (acreage and linear feet) shown on aerial exhibits and/or design plan sheets.
 - Functional Value Assessment (FVA) for determining required mitigation credits.
 - Design plan sheets
 - b. Locate and coordinate the appropriate wetland and/or stream mitigation bank.
 - c. Facilitate the purchase of required credits with the Client and USACE.
- B. USFWS Coordination
Garver will conduct a habitat assessment of the project area to identify suitable habitat for state and federally listed threatened and endangered species of concern. Garver will contact the U.S. Fish and Wildlife (USFWS) to obtain concurrence on preliminary effects determinations and to coordinate avoidance and minimizations efforts if necessary, as part of informal Section 7 consultation. If suitable habitat for any listed threatened or endangered species is encountered within the project location, it may be necessary to survey for the species. Presence and absence surveys for any listed threatened or endangered species are not included as a part of this scope as they can require federally permitted biologists. Section 7 formal consultation is not part of this scope, but can be added by written amendment.
- C. SHPO Coordination
At the direction of the Client and USACE, Garver will conduct initial coordination with the State Historic Preservation Officer (SHPO) to determine if historic or archaeological sites are in the area of the project. If such sites are determined to be located within the study area by SHPO or interested Tribes recommend a Cultural Resources Survey, such survey will be completed.
7. UTILITY COORDINATION
Relocation of existing utilities is not anticipated to be required for this phase of the project and is not included in this scope of services. Therefore, coordination with utility companies, other than required for location of existing utilities, is also not included within this scope of services. It is assumed that a Subsurface Utility Engineering (SUE) Level A or Level B survey is not required and is not included in this scope of services.
8. PRELIMINARY ROADWAY DESIGN (TWO-LANE)
- A. A horizontal alignment and vertical profile for the proposed roadway will be created.
 - B. Using a template for a two-lane open ditch roadway, a three-dimensional (3-D) model of the roadway embankment will be developed. Left-turn lanes will be incorporated where needed, as determined by the traffic analysis, at local road intersections.
 - C. Roadway drainage design
 - a. Hydrologic analyses will be performed to estimate peak discharges using either the Rational Method or USGS Rural Regional Regression Equations
 - b. Hydraulic analyses of cross drains and side drains will be performed using the FHWA HY-8 software for simple crossings and the USACE HEC-RAS software for more complex hydraulic crossings.
 - c. Open ditch capacity analyses will be performed using the FHWA Hydraulic Toolbox.



- d. A roadway drainage report will be prepared to document design criteria, assumptions, limitations, methodologies, and findings.
 - D. This scope of services does not include design of roundabouts, or any traffic analyses pertaining to the feasibility or performance of a roundabout. The proposed roundabout at the intersection of Stribling Road and Catlett Road is to be designed by others, and it is assumed that a traffic signal will be installed at the intersection of Sowell Road and Calhoun Station Parkway.
 - E. An opinion of probable construction cost appropriate for the preliminary design level will be provided.
 - F. A construction plan progress set at the preliminary design level will be provided for a two-lane, two-way open ditch roadway section. Sheets included in the preliminary set include:
 - 1. Title sheet
 - 2. Sheet index
 - 3. Typical sections
 - 4. Plan and profile sheets
 - 5. Sequence of construction sheets
 - 6. Special design sheets (as required)
 - 7. Cross-sections
 - G. Design criteria will be according to the MDOT Design Manual for an urban minor arterial.
 - H. This proposal assumes an open-ditch roadway section. Additional labor is required for storm drainage network design to accommodate a curb and gutter typical roadway section. Should a curb and gutter roadway section be incorporated, storm drainage network design and drafting will be considered additional services.
 - I. It is assumed that the final design plans, stamped by a registered professional engineer, are not needed at this time. Therefore, final design plans are not included in this scope of services.
9. THREE-DIMENSIONAL (3-D) MODEL (FUTURE FIVE-LANE ROADWAY)
- A. A template for a five-lane, undivided, open ditch roadway will be created.
 - B. Using the five-lane roadway template and the horizontal and vertical alignment established for the two-lane roadway design, a 3-D model of a five-lane roadway will be developed.
 - C. Right-of-way will be established based on the location of construction limits generated from the five-lane roadway model. Said right-of-way will be used by the County for acquisition purposes. Storm drainage crossings will be analyzed considering a five-lane roadway section, and the proposed right-of-way will include any necessary adjustments at these locations.
 - D. Design criteria will be according to the MDOT Design Manual for an urban minor arterial.
 - E. Development of construction plans for the five-lane roadway concept is not included in this scope of services.
 - F. Development of an opinion of probable construction cost for a five-lane roadway concept is not included in this scope of services.



- G. This proposal assumes an open-ditch roadway section. Additional labor is required for storm drainage network design to accommodate a curb and gutter roadway section. Should a curb and gutter roadway section be incorporated, then storm drainage network design and drafting will be considered additional services.

10. SERVICES NOT INCLUDED

- A. In addition to those services previously mentioned that are not included in this scope of services of this agreement, the services listed below are also not included in the scope of services but can be provided by Garver as additional services:
 - 1. Right-of-way maps and deeds for acquisition (to be provided via a supplemental agreement)
 - 2. Services required for submission of a Section 404 individual wetland permit
 - 3. Development of a SWPPP/LCNOI
 - 4. Letter of Map Revision (CLOMR or LOMR) and coordination with FEMA
 - 5. Structural design of retaining walls
 - 6. Lighting design
 - 7. Development of contract documents and technical specifications
 - 8. Development of final construction plans, standards, details, and quantities
 - 9. Bid phase services
 - 10. Construction phase services

11. IN ADDITION TO THOSE OBLIGATIONS SET FORTH IN THE AGREEMENT, OWNER SHALL:

- A. Give thorough consideration to all documents and other information presented by Garver and informing Garver of all decisions within a reasonable time so as not to delay the Services.
- B. Make provision for the Personnel of Garver to enter public and private lands as required for Garver to perform necessary preliminary surveys and other investigations required under the applicable Work Order.
- C. Furnish Garver such plans and records of construction and operation of existing facilities, available aerial photography, reports, surveys, or copies of the same, related to or bearing on the proposed work as may be in the possession of Owner. Such documents or data will be returned upon completion of the Services or at the request of Owner.
- D. Pay all plan review and advertising costs in connection with the project.
- E. Provide legal, accounting, and insurance counseling services necessary for the project and such auditing services as Owner may require.
- F. Furnish permits, permit fees, and approvals from all governmental authorities having jurisdiction over the project and others as may be necessary for completion of the project.



ATTACHMENT A





**EXHIBIT B
(COMPENSATION SCHEDULE)**

The table below presents a summary of the fee amounts and fee types for this Agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Design Topographic Surveys	\$100,000.00	RATE SCHEDULE
Traffic Engineering Services	\$73,104.00	RATE SCHEDULE
Geotechnical Services	\$69,997.50	RATE SCHEDULE
Environmental Services	\$60,987.00	RATE SCHEDULE
Preliminary Roadway Design	\$476,887.00	RATE SCHEDULE
TOTAL FEE	\$780,975.50	

The Owner will pay Garver for Service rendered at the agreed upon rates for each classification of Garver's personnel (may include contract staff classified at Garver's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The total amount paid to Garver under this Agreement is not to exceed **\$780,975.50**. For informational purposes, a breakdown of Garver's estimated cost is included in this Exhibit B with approximate current hourly rates for each employee classification. The agreed upon rates will be increased annually with the first increase effective on or about **July 1, 2027**. Notwithstanding the foregoing, Garver shall be entitled, in its sole discretion, to substitute a more qualified person (e.g., C-4) with a less qualified person (e.g., C-1); provided however, in such event Garver shall only be entitled to payment at the lesser rate.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost-plus ten percent (10%) for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.

In addition to the fees described above, for geotechnical services, Owner will pay Garver an amount submitted by Garver calculated as follows: The actual fee for geotechnical services negotiated with Burns Cooley Dennis, Inc., or a reasonable alternative, as a subconsultant to Garver, which is estimated to be approximately \$69,977.50. The amount billed for the subconsultant's services will be the actual fee plus a ten percent (10%) administrative markup.

Garver shall provide Owner notice when Garver is within ten percent (10%) of the not-to-exceed amount. In which event, Owner may direct Garver to proceed with the Services up to the not-to-exceed budgetary threshold before ceasing performance of the Services or increase the not-to-exceed amount with notice to Garver. Underruns in any phase may be used to offset overruns in another phase as long as the overall Agreement amount is not exceeded. In no event shall the not-to-exceed amount be interpreted as a guarantee the Services can be performed for the not-to-exceed budgetary threshold.



Exhibit B
Madison County Board of Supervisors
Sowell Road Extension
Garver Hourly Rate Schedule: July 2026 - June 2027

Classification	Rates	Classification	Rates
Engineers / Architects		Resource Specialists	
E-1	\$ 146.00	RS-1	\$ 120.00
E-2	\$ 171.00	RS-2	\$ 159.00
E-3	\$ 191.00	RS-3	\$ 214.00
E-4	\$ 223.00	RS-4	\$ 309.00
E-5	\$ 272.00	RS-5	\$ 386.00
E-6	\$ 333.00	RS-6	\$ 475.00
E-7	\$ 475.00	RS-7	\$ 517.00
Planners		Environmental Specialists	
P-1	\$ 181.00	ES-1	\$ 119.00
P-2	\$ 226.00	ES-2	\$ 151.00
P-3	\$ 270.00	ES-3	\$ 194.00
P-4	\$ 316.00	ES-4	\$ 219.00
P-5	\$ 347.00	ES-5	\$ 277.00
Designers		ES-6	\$ 367.00
D-1	\$ 135.00	ES-7	\$ 449.00
D-2	\$ 150.00	ES-8	\$ 507.00
D-3	\$ 186.00	Project Controls	
D-4	\$ 217.00	PC-1	\$ 122.00
D-5	\$ 267.00	PC-2	\$ 163.00
D-6	\$ 282.00	PC-3	\$ 206.00
Technicians		PC-4	\$ 265.00
T-1	\$ 110.00	PC-5	\$ 324.00
T-2	\$ 127.00	PC-6	\$ 418.00
T-3	\$ 161.00	PC-7	\$ 511.00
T-4	\$ 202.00	Management / Administration	
Surveyors		AM-1	\$ 86.00
S-1	\$ 67.00	AM-2	\$ 108.00
S-2	\$ 89.00	AM-3	\$ 152.00
S-3	\$ 120.00	AM-4	\$ 188.00
S-4	\$ 165.00	AM-5	\$ 242.00
S-5	\$ 216.00	AM-6	\$ 299.00
S-6	\$ 246.00	AM-7	\$ 393.00
S-7	\$ 299.00	M-1	\$ 574.00
S-8	\$ 368.00		

Agreement for Professional Services
Sowell Road Extension

Garver Project No. 2501837



**EXHIBIT C
(INSURANCE)**

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$500,000
General Liability	
Each Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Each Claim Made	\$1,000,000
Annual Aggregate	\$2,000,000



EXHIBIT D
(FORM OF AMENDMENT)

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
MADISON COUNTY BOARD OF SUPERVISORS
Project No. 2501837

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the original contract between the Madison County Board of Supervisors (“**Owner**”) and Garver, LLC (“**Garver**”), dated [Insert date] (the “**Agreement**”).

This Amendment No. [?] adds/modifies the Services for the [**Describe improvements and location**]

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

Madison County Board of Supervisors **Garver, LLC**

By: _____
Signature

By: _____
Signature

Name: _____
Printed Name

Name: _____
Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____

Attest: _____