

MASTER SERVICES AGREEMENT

This Contract for Professional Services (hereinafter referred to as the "Agreement"), is entered into the 23rd day of July, 2013, is made by and between Broaddus Edwards d/b/a J5/Broaddus with an address at 953 Highway 51, Madison, MS 39110 (hereinafter referred to as "J5/Broaddus") and The City of Columbus, Mississippi with an address at 523 Main Street, Columbus, MS 39703 (hereinafter referred to as "Client").

In consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. **WORK ORDERS AND SCOPE OF SERVICES:** This Agreement, under the direction of Mr. Robyn Eastman & Mr. Lewis Ridgway of J5/Broaddus, anticipates the execution of various written Work Orders (See Exhibit 1, Sample Work Order) and sets forth the terms and condition pursuant to which J5/Broaddus will provide Client services (hereinafter referred to as "Services") as described in such Work Orders. Work Orders shall define the scope of services to be performed, location/Client facility involved, period of performance, and special provisions, if any. Services may include, but are not limited to the following: Owner's Representative services for all matters related to the management of facilities planning, design and construction, including but not limited to: administration of contracts with and management of design professionals, engineers, contractors, and others consultants in the implementation of facilities construction and/or improvements.
2. **TERMS AND TERMINATION:** The term of this Agreement shall commence as of the date listed above, and shall continue in effect until terminated by either party as provided herein. Either party may terminate this Agreement or any Work Order at any time, with or without cause, by providing no less than thirty (30) days advance written notice to the other party. Either party may terminate this Agreement and/or any Work Order immediately in writing if the other party becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors.

Notwithstanding the termination of this Agreement, this Agreement will survive as to any and all Work Orders signed by both parties prior to the Agreement's effective termination date, until all of the rights and obligations of both parties have been fulfilled.

Client shall compensate J5/Broaddus for all Services performed hereunder through the date of any termination and all-reasonable costs and expenses incurred by J5/Broaddus in effecting the termination, including non-cancelable commitments and demobilization costs.

Compensation: J5/Broaddus will be compensated for its Services on a negotiated project-to- project fee basis. As such, J5/Broaddus shall be reimbursed for all hours worked and other costs incurred at the rates and terms agreed upon and set forth in an accepted Fee Schedule and made a part of this Agreement. J5/Broaddus will notify Client of any Fee Schedule revisions and the effective date thereof, which may only be effective upon approval and agreement of and by the Mayor and City Council.

In addition to the amount shown in the Work Order, Client assumes full responsibility for the payment of any applicable sales, use or value-added taxes under this Agreement, except as otherwise specified. Invoices will be submitted at least monthly for Services rendered.

Invoices will be submitted to the client monthly for project management services rendered and are payable by client through its docket of claims within 45 days of receipt.

Payments will be made to:

J5/Broaddus
953 Highway 51, Suite 2i

Madison, MS 39110

Client's payment shall represent Client's acceptance of the Services invoiced by J5/Broaddus. Upon Client's failure to make payment in accordance with the terms hereof, J5/Broaddus may suspend performance of Services under this Agreement until J5/Broaddus has been paid in full for all balances past due including applicable service charges.

3. **Relationship of Parties.** J5/Broaddus shall be an independent contractor of Client, and shall have no authority to bind Client in any way. No employee or agent of J5/Broaddus shall be deemed to be an employee of Client for any purpose.
4. **Insurance:** J5/Broaddus currently carries Workers' Compensation Insurance as required by applicable law and Commercial General Liability and Automobile Liability Insurance for bodily injury and property damages with minimum coverage of \$1,000,000 per claim and \$2,000,000 aggregate.
5. **Changes:** Client may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Further, any changes identified by J5/Broaddus which involve costs in addition to those agreed to in section titled "Compensation" above, shall be submitted to Client for approval prior to proceeding with that change. Any changes referenced above initiated by either party shall be made in writing and negotiated prior to proceeding. Upon acceptance by both parties, such written request will be considered part of the Work Order contract.

Any other changes involving a decrease in costs or a change in the time required for the performance of any part of the Services shall be negotiated and a mutually acceptable equitable adjustment may be made to the price and performance schedule of the affected Work Order.

6. **Force Majeure:** Should performance of Services be affected by causes beyond reasonable control, such as: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than consultants engaged directly by J5/Broaddus; fires; floods; labor disturbances; and unusually severe weather, J5/Broaddus will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate.
7. **Client's Responsibilities:** Client agrees to
 - a. Provide J5/Broaddus all material, data and information pertaining to the Services,
 - b. Convey and discuss such materials, data and information with J5/Broaddus, and
 - c. Ensure cooperation of Client's employees and consultants, as they relate to the performance of Services.
 - d. Designate in writing to all parties related to the construction and/or improvements of facilities planning, design and construction, including but not limited to: design professionals, engineers, contractors, and others consultants in the implementation of facilities construction and/or improvements, that J5/Broaddus is their selected Project Manager.
8. **Site Access:** Client shall at its cost and at such times as may be required by J5/Broaddus for the successful and timely completion of Services:
 - a. provide unimpeded and timely access to any site, including third party sites if required;
 - b. provide an adequate area for J5/Broaddus site office facilities, equipment storage, and employee parking (as needed per Work Order), as permitted by state law;
 - c. furnish all construction utilities and utilities release necessary for the Services;
 - d. Obtain all permits and licenses which are necessary and required to be taken out in Client's name for the Services.
9. **Assignment and Subcontracting:** This Agreement does not create any right or benefit in anyone other than Client and J5/Broaddus and shall not be assigned by either party without the prior written approval

of the other party. J5/Broadus may, however, subcontract portions of the Services to a qualified subcontractor, at no additional cost to Client, with prior written notification to Client

10. **Dispute Resolution:** In the event of any dispute arising under this Contract, the parties agree to endeavor to settle disputes by negotiation between senior management of J5/Broadus and Client. If such negotiations are unsuccessful, the parties agree that the dispute shall be settled by litigation in an appropriate court in Lowndes County, State of Mississippi. Each party is responsible for its own attorney fees.
11. **Waiver of Terms and Conditions:** The failure of either J5/Broadus or Client in any one or more instances to enforce one or more of the terms or conditions of this Agreement or to exercise any right or privilege in this Agreement or the waiver by J5/Broadus or Client of any breach of the terms or conditions of this Agreement shall not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same shall continue and remain in force and effect as if no such failure to enforce had occurred.
12. **Severability:** Every term or condition of this Agreement is severable from others. Notwithstanding any possible future finding by a duly constituted authority that a particular term or provision is invalid, void, or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms, and provisions shall not be affected thereby.
13. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the state of Mississippi.
14. **Nondiscrimination and Affirmative Action and Compliance with Applicable Laws and Regulations:** J5/Broadus agrees to comply with the applicable federal regulations pertaining to nondiscrimination and affirmative action as well as any other laws and regulations governing the scope of the work to be performed by J5/Broadus.

In witness whereof, Client and J5/Broadus have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Client: City of Columbus, Mississippi

J5/Broadus:

By: _____

By:  _____

Name: Robert E. Smith, Sr.

Name: James A. Broadus, PhD, PE

Title: Mayor – City of Columbus, Mississippi

Title: President

Attachments: Exhibit 1, Work Orders
Exhibit 2, Fee Schedule

WORK ORDER

Issued Pursuant to Master Services Agreement
Effective July 23rd, 2013

By and Between
Broaddus & Associates, Inc. ("J5/Broaddus")
and the City of Columbus, Mississippi ("Client")

Client Contact Name:
Mayor – Robert E. Smith, Sr.

Contact Phone Number:
662-328-7021

Contact E-Mail Address:
rsmith@columbusms.org

Client Reference Number:

J5/Broaddus Office:
Madison, MS

J5/Broaddus Contact:
Jabari Edwards / R. Lewis Ridgway, Jr.

J5/Broaddus Project Number:
TBD

1. Scope of Work:

To perform Program Management services for the City of Columbus, MS.

2. Location/Client Facility Involved:

City of Columbus

3. Period of Performance:

4 years

4. Authorized Funding Source:

City of Columbus

5. Special Provisions:

N/A

6. Fee:

A) Annual fee of \$90,000 to be paid in monthly payments of \$7,500.

B) 6% fee for Program Management of projects overseen by J5/Broaddus

Client: City of Columbus, Mississippi

J5/Broaddus:

By:

By:

Name: Robert E. Smith, Sr.

Name: James A. Broaddus, PhD, P.E.

Title: Mayor – City of Columbus, Mississippi

Title: President

Date: July 23rd, 2013

Date: July 23rd, 2013

Address:

Address:

523 Main Street

953 Highway 51, Suite 2i

Columbus, MS 39703

Madison, MS 39110

J5/Broaddus

Fee Schedule

(Effective through December 31, 2014)

Fees: TBD on a project to project basis and to be defined in the Project Work Order (See exhibit 1)

Other Direct Expenses

Client agrees to reimburse J5/Broaddus for all other direct expenses incurred at the following rates:

Travel Expenses: Transportation, lodging, meals, & incidental expenses etc.

Subcontract Expenses: Supplies or services furnished to J5/Broaddus in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates Cost plus 10%

Direct Expenses: Other expenses in support of project activities Cost plus 10%