

MASTER SERVICES AGREEMENT

This Contract for Professional Services (hereinafter referred to as the "Agreement"), is entered into this 25th day of September 2014, is made by and between Broaddus & Associates, Inc. with an address at 953 Highway 51, Suite 2i, Madison, MS 39110 (hereinafter referred to as "Broaddus & Associates") and the Tupelo School District, with an address at 72 S. Green Street, Tupelo, Mississippi 38804 (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 anticipates the execution of various written Work Orders (See Exhibit 1, Work Order(s) and sets forth the terms and condition pursuant to which Broaddus & Associates 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 during the Hazard Mitigation Grant Program ("HMGP") project development phases, 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 improvements. Services may also include the administration of HMGP, Community Development Block Grant program ("CDBG"), and other grants. This Agreement is expressly contingent upon Client receiving grant funding under the HMGP.
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 to the extent the parties have agreed, in writing, to complete any outstanding Work Orders and until all of the rights and obligations of both parties have been fulfilled regarding those designated Work Orders.

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

3. **Compensation:** Broaddus & Associates will be compensated for its Services on an hourly and/or Lump Sum basis at a rate not to exceed the amount as determined by the allowable HMGP Project Management fees for each HMGP Public Assistance approved project including insurance funded amounts. As such, Broaddus & Associates shall be reimbursed for all hours worked and other costs incurred at the rates and terms set forth.

Recognizing that the Client will seek payment of, and/or reimbursement for, the Services Broaddus and Associates will provide, all rates shall be subject to any requirements of the state or federal agency (ex. HMGP) providing funding for the Services provided herein.

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, mileage and lodging deemed non-reimbursable by HMGP 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. Invoices are payable by client through its docket of claims within 60 days of receipt. After approval of invoice, Client

must submit paid invoices for project management services to HMGP for client reimbursement through HMGP process.

Payments will be made to:

Broaddus & Associates
c/o Accounting Receivables
953 Highway 51, Suite 2i
Madison, MS 39110

Client's payment shall represent Client's acceptance of the Services invoiced by Broaddus & Associates. Upon Client's failure to make payment of undisputed amount owed in accordance with the terms hereof, Broaddus & Associates may suspend performance of Services under this Agreement until Broaddus & Associates has been paid in full for all balances past due.

4. **Relationship of Parties.** Broaddus & Associates shall be an independent contractor of Client, and shall have no authority to bind Client in any way. No employee or agent of Broaddus & Associates shall be deemed to be an employee of Client for any purpose.
5. **Insurance:** Broaddus & Associates 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.
6. **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 Broaddus & Associates which involve costs in addition to those agreed to in section "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.
7. **Force Majeure:** Should performance of Services be affected by causes beyond the reasonable control of Broaddus & Associates, such as: acts of God; acts of a legislative, administrative or judicial entity; acts of contractors other than consultants engaged directly by Broaddus & Associates; fires; floods; labor disturbances; and unusually severe weather, Broaddus & Associates will be granted a reasonable time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate.
8. **Client's Responsibilities:** Client agrees to
 - a. Provide Broaddus & Associates all material, data and information pertaining to the Services,
 - b. Convey and discuss such materials, data and information with Broaddus & Associates, and
 - c. Ensure cooperation of Client's employees and consultants, as they relate to the performance of Services.
 - d. Designate in writing to HMGP that Broaddus & Associates is their selected Project Manager.
9. **Site Access:** Client shall at its cost and at such times as mutually agreed upon by both parties for the successful and timely completion of Services:
 - a. Provide an adequate area for Broaddus & Associates' site office facilities, equipment storage, and employee parking (as needed per Work Order), as permitted by state law;
 - b. Furnish all construction utilities and utilities releases necessary for the Services;
 - c. Obtain all permits and licenses which are necessary and required to be taken out in Client's name for the Services.

10. **Assignment and Subcontracting:** This Agreement does not create any right or benefit in anyone other than Client and Broaddus & Associates and shall not be assigned by either party without the prior written approval of the other party. Broaddus & Associates may, however, subcontract portions of the Services to a qualified subcontractor, at no additional cost to Client, with prior written notification to Client.
11. **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 Broaddus & Associates and Client. If such negotiations are unsuccessful, the dispute shall be settled by litigation in an appropriate court in Mississippi.
12. **Waiver of Terms and Conditions:** The failure of either Broaddus & Associates 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 Broaddus & Associates 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.
13. **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.
14. **Governing Laws:** This Agreement shall be governed and construed in accordance with the laws of the State of Mississippi.
15. **Nondiscrimination and Affirmative Action:** Broaddus & Associates agrees to comply with the applicable federal regulations pertaining to nondiscrimination and affirmative action.
16. Broaddus agrees to comply with TPSD policies while on District-owned property. Non-compliance with this provision, and failure to cure within five (5) days after notice by Client, may result in immediate termination of this Agreement.
17. Broaddus agrees to defend, indemnify, and hold the TPSD, its Board, officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the Broaddus, its officers, agents or employees.

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

Client: Tupelo Public School District, MS

Broaddus & Associates:

By:  _____

By:  _____

Name: Dr. Gearl Loden

Name: R. Lewis Ridgway, Jr.

Title: Superintendent, Tupelo Public School District

Title: VP/Area Manager, MS/Southeastern US

Attachments: Exhibit 1, Work Orders 1 through 5

WORK ORDER 1

**Issued Pursuant to Master Services Agreement
Effective – September 25, 2014**

**By and Between
Broaddus & Associates, Inc. (“Broaddus & Associates”)
and the Tupelo Public School District, Mississippi (“Client”)**

Client Contact Name:
Tupelo Public School District, MS
Contact Phone Number:
662-841-8850
Contact E-Mail Address:
gloden@tupeloschools.com
Client Reference Number:

Broaddus & Associates Office:
Madison, MS
Broaddus & Associates Contact:
R. Lewis Ridgway, Jr.
Broaddus & Associates Project Number:
TBD

1. Scope of Work:
Pre-Application fee to get client through Phase I of project
2. Location/Client Facility Involved:
Tupelo Public School District – Carver Elementary Safe Room, Thomas Elementary Safe Room, Joyner Elementary Safe Room, Tupelo High School Safe Room
- 3: Period of Performance:
From Pre Application through Phase I
4. Authorized Funding Source:
Tupelo Public School District, Superintendent
5. Special Provisions:
 - a. \$10,000 to be paid in one lump sum payment due immediately upon approval of funding of any one Application
 - b. Billed on an hourly basis though Phase I, not to exceed \$27,500 for all projects combined

Client: Tupelo Public School District, Mississippi

Broaddus & Associates:

By:

By:


Name: Dr. Gearl Loden


Name: R. Lewis Ridgway, Jr.

Title: Superintendent, TPSD, MS

Title: VP/Area Manager, MS/Southeastern US

Date: September 25, 2014

Date: September 25, 2014

Address:

72 S. Green Street
Tupelo, MS 38804

Address:

953 Highway 51, Suite 2i
Madison, MS 39110

WORK ORDER 2

**Issued Pursuant to Master Services Agreement
Effective – September 25, 2014**

**By and Between
Broaddus & Associates, Inc. (“Broaddus & Associates”)
and the Tupelo Public School District, Mississippi (“Client”)**


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Contact Phone Number:
662-841-8850
Contact E-Mail Address:
gloden@tupeloschools.com
Client Reference Number:


Broaddus & Associates Office:
Madison, MS
Broaddus & Associates Contact:
R. Lewis Ridgway, Jr.
Broaddus & Associates Project Number:
TBD

1. Scope of Work:
Grant Administration and Program/Project Management for Tupelo Public School District
2. Location/Client Facility Involved:
Tupelo Public School District – Carver Elementary Safe Room
3. Period of Performance:
Begins at Phase II approval and goes through Close-Out of project.
4. Authorized Funding Source:
Tupelo Public School District, Superintendent
5. Fee:
5% of Construction Cost

Client: Tupelo Public School District, Mississippi

Broaddus & Associates:

By: 
Name: Dr. Gearl Loden

By: 
Name: R. Lewis Ridgway, Jr.

Title: Superintendent, TPSD, MS

Title: VP/Area Manager, MS Southeastern US

Date: September 25, 2014

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Madison, MS 39110

WORK ORDER 3

**Issued Pursuant to Master Services Agreement
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**By and Between
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and the Tupelo Public School District, Mississippi (“Client”)**

Client Contact Name:
Tupelo Public School District, MS
Contact Phone Number:
662-841-8850
Contact E-Mail Address:
gloden@tupeloschools.com
Client Reference Number:

Broaddus & Associates Office:
Madison, MS
Broaddus & Associates Contact:
R. Lewis Ridgway, Jr.
Broaddus & Associates Project Number:
TBD

1. Scope of Work:
Grant Administration and Program/Project Management for Tupelo Public School District
2. Location/Client Facility Involved:
Tupelo Public School District – Joyner Elementary Safe Room
3. Period of Performance:
Begins at Phase II approval and goes through Close-Out of project.
4. Authorized Funding Source:
Tupelo Public School District, Superintendent
5. Fee:
5% of Construction Cost

Client: Tupelo Public School District, Mississippi

Broaddus & Associates:

By:

Name: Dr. Gearl Loden

By:

Name: R. Lewis Ridgway, Jr.

Title: Superintendent, TPSD, MS

Title: VP/Area Manager, MS Southeastern US

Date: September 25, 2014

Date: September 25, 2014

Address:
72 S. Green Street
Tupelo, MS 38804

Address:
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Madison, MS 39110

WORK ORDER 4

**Issued Pursuant to Master Services Agreement
Effective – September 25, 2014**

**By and Between
Broaddus & Associates, Inc. (“Broaddus & Associates”)
and the Tupelo Public School District, Mississippi (“Client”)**

Client Contact Name:
Tupelo Public School District, MS
Contact Phone Number:
662-841-8850
Contact E-Mail Address:
gloden@tupeloschools.com
Client Reference Number:

Broaddus & Associates Office:
Madison, MS
Broaddus & Associates Contact:
R. Lewis Ridgway, Jr.
Broaddus & Associates Project Number:
TBD


1. Scope of Work:
Grant Administration and Program/Project Management for Tupelo Public School District
2. Location/Client Facility Involved:
Tupelo Public School District – Thomas Elementary Safe Room
3. Period of Performance:
Begins at Phase II approval and goes through Close-Out of project.
4. Authorized Funding Source:
Tupelo Public School District, Superintendent
5. Fee:
5% of Construction Cost

Client: Tupelo Public School District, Mississippi

Broaddus & Associates:

By:

Name: Dr. Gearl Loden

By:

Name: R. Lewis Ridgway, Jr.

Title: Superintendent, TPSD, MS

Title: VP/Area Manager, MS Southeastern US

Date: September 25, 2014

Date: September 25, 2014

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WORK ORDER 5

**Issued Pursuant to Master Services Agreement
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**By and Between
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Contact Phone Number:
662-841-8850
Contact E-Mail Address:
gloden@tupeloschools.com
Client Reference Number:

Broaddus & Associates Office:
Madison, MS
Broaddus & Associates Contact:
R. Lewis Ridgway, Jr.
Broaddus & Associates Project Number:
TBD

1. Scope of Work:
Grant Administration and Program/Project Management for Tupelo Public School District
2. Location/Client Facility Involved:
Tupelo Public School District – Tupelo High School Safe Room
- 3: Period of Performance:
Begins at Phase II approval and goes through Close-Out of project.
4. Authorized Funding Source:
Tupelo Public School District, Superintendent
5. Fee:
5% of Construction Cost

Client: Tupelo Public School District, Mississippi

Broaddus & Associates:

By:

By:


Name: Dr. Gearl Loden


Name: R. Lewis Ridgway, Jr.

Title: Superintendent, TPSD, MS

Title: VP/Area Manager, MS Southeastern US

Date: September 25, 2014

Date: September 25, 2014

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