



**MASTER SERVICE AGREEMENT
BETWEEN CLIENT AND CONSULTANT
FOR PROFESSIONAL SERVICES**

THIS MASTER SERVICES AGREEMENT, hereinafter referred to as "Agreement," is made on the 25th day of June, 2025, by and between, City of Bay St Louis, hereinafter called "Client", and Moffatt & Nichol, a California corporation registered in the State of Mississippi as Moffatt & Nichol, Inc., hereinafter called "Consultant". Client and Consultant may be referred to individually as a "Party" or collectively as the "Parties".

The Client and Consultant for mutual consideration agree as set forth below:

1. CONSULTANT'S SERVICES

- 1.1 The Consultant shall perform professional services, of which will be authorized with Task Orders (as shown in "Exhibit A"), in accordance with the terms and conditions expressed herein. The Task Orders will be negotiated and signed by both Parties to include the specific scope of work, site, time of performance, price, terms of payment and any special conditions related to the Task Order, which together with this Agreement, shall form the entire contractual agreement with respect to any services released hereunder. Services shall not commence until a Task Order is issued and executed.
- 1.2 The Consultant warrants and represents that it is properly licensed to provide all services under each and every Task Order at the time the Task Order is entered into and that it is not aware of any reason that would prevent it from doing business in Mississippi.

2. CONSULTANT'S CHARGES

The Consultant shall provide professional services for which the Client shall compensate Consultant and the total compensation shall not exceed the dollar amount indicated in the Task Order made a part hereof, unless otherwise amended by mutually executed written instrument. Consultant's Hourly Rate Schedule is attached under Exhibit "B".

3. INSURANCE AND LIABILITY PROVISIONS

- 3.1. The Consultant shall maintain throughout the duration of this Agreement and for a period of three years following termination of this Agreement appropriate and commercially available insurance coverage to insure the operations and services of the Consultant as follows:
 - A. Statutory Worker's Compensation and Employer's Liability,
 - B. Commercial General Liability, including insurance against assumed or contractual liability of the Consultant, with a combined single limit for each occurrence of not less than \$2,000,000 (by combination of primary and excess coverage) with respect to claims and damages arising out of personal injury, sickness, disease, death or property damage;
 - C. Automobile liability insurance to insure the Consultant for operations of all owned, hired, and non-owned vehicles with limits for each accident of not less than \$1,000,000 combined single limit with respect to bodily injury, death and property damage; and
 - D. Professional Liability insurance, having a minimum limit in the aggregate of \$2,000,000 for each claim for all claims arising out of the negligent act, error, or omission of Consultant in the services performed under this Agreement.



- 3.2. At the time of commencement of services under the Agreement, certificates of insurance reflecting the actual retention of the insurance policies required by Section 3.1 shall be submitted to the Client. Such certificates shall be endorsed to provide that coverage is "not to be canceled, allowed to lapse or in the case of professional liability, substantially modified without thirty (30) days' prior written notice by mail to the City of Bay St. Louis, provided that ten (10) days advance notice will be given in the event of non-renewal." All policies shall be subject to review by the Client upon request. The Client shall be named as an additional insured under the General Commercial Liability and Automobile liability policies.
- 3.3. To the fullest extent permitted by law, the Consultant shall defend, indemnify, hold harmless the Client, and its members, officers, directors, and affiliated persons and entities, from and against all claims, losses, damages, and liabilities, including reasonable attorneys' fees and expenses ("Loss"), for bodily injury, sickness or death, and property damage or destruction to the extent resulting from the negligent acts or omissions of the Consultant, anyone employed directly or indirectly by the Consultant or anyone for whose acts the Consultant may be liable.
- 3.4. To the fullest extent permitted by law, the Consultant further agrees to indemnify and hold the Client harmless from all claims for patent, copyright or any other type of intellectual property infringement arising out of the Consultant's Services, except as to those specific design elements mandated by the Client to be included in a project design. However, Consultant will not so indemnify or hold harmless Client if the suit or claim results from: (1) Client's alteration of a deliverable, in that such alteration created the infringement upon any presently existing U.S. letters patent or copyright or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

4. CLIENT'S RESPONSIBILITY

The Client shall, unless otherwise provided for in this Agreement, at no cost to the Consultant:

- 4.1. Furnish to the Consultant all readily available reports, survey soils data, Project information and materials, as well as other information or documentation as may be requested by Consultant. The Client does not warrant or guarantee that such material or information is accurate in all respects, and provided that the Consultant may reasonably rely upon materials or information provided by the Client, subject to exercise of the standard of care set out in Article 7.10. The Consultant shall exercise the standard of care to verify such data as may be needed to perform the services required by a Task Order, or, alternately, shall recommend to the Client that various aspects of the information be verified in advance, if deemed prudent by the Consultant. The Consultant acknowledges and agrees that the Client may be requested to furnish information that must be obtained from third parties, and that the Client cannot guarantee that all relevant information requested will be obtained and furnished to the Consultant.
- 4.2. Provide or arrange for full and free access for the Consultant to enter upon all property required for the performance of the Consultant's services.
- 4.3. Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the Consultant's performance of services under this Agreement.



5. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to Consultant's compensation for services performed on an Hourly Rate basis and include expenditures made by the Consultant, its employees or its subconsultants in the performance of services on the Project. The Compensation amount set out under each Task Order includes the cost for Reimbursable Expenses for the services to be performed.

6. PAYMENTS TO THE CONSULTANT

- 6.1. Progress payments shall be made in proportion to services rendered or as otherwise indicated within this Agreement and undisputed payments shall be due and owing within thirty (30) days upon the Consultant's submittal of any invoice. Past due amounts owed shall include a late payment Finance Charge which will be computed at the periodic rate of 1% per month, which is an Annual Percentage Rate of 12%, and will be applied to any unpaid balance forty-five (45) days after the payment was due.
- 6.2. The Consultant may, upon seven (7) days written notice, suspend services if Client fails to make undisputed payments.
- 6.3. No deductions, set-off or withholding shall be made from the Consultant's compensation on account of penalty or any other sums that may be withheld by the Client from payments to contractors.
- 6.4. Hourly Rates and Reimbursable Expenses stated on the Consultant's Hourly Rate Schedule included in Exhibit B may be periodically revised at Consultant's request and subject to Client's written approval. If mutually acceptable, then the new prices or rates will be incorporated into this Agreement as a new Exhibit B. In the event revisions are made during the lifetime of this Agreement, the increased or decreased Hourly Rates and Reimbursable Expenses shall apply only to Task Orders entered into after the revision. Revisions to Hourly Rates and Reimbursable Expenses shall not apply to any existing Task Orders, unless agreed to otherwise by the Client in writing.
- 6.5. If the Task Order is delayed or if the Consultant's services for the Task Order are delayed or suspended for more than three (3) months for reasons beyond the Consultant's control, the Consultant may, after giving seven (7) days written notice to the Client, terminate the Task Order or this Agreement and the Client shall compensate the Consultant for the work performed prior to termination. Consultant may agree to continuation of the Task Order, or the Agreement, subject to adjustments in compensation and schedule due to such suspension or delay.



7. GENERAL PROVISIONS

- 7.1. The Consultant acknowledges and agrees that all right, title, and interest under federal and state copyright and intellectual property laws in any drawings, specifications, design documents, reports, data, or design concepts, CADD materials, models and information produced by the Consultant or anyone working under the Consultant in connection with this Agreement or any Task Order, (including those furnished in electronic form) ("**Instruments of Service**") shall be conveyed, assigned and transferred by the Consultant to the Client upon submittal of such documents to the Client and payment by the Client for the services required to produce those documents. Reuse or modification of the Instruments of Service by the Client without the Consultant's written permission shall be at the Client's sole risk, and the Consultant shall have no liability with respect to such reuse or modification. The Consultant shall require its subconsultants to transfer all intellectual property rights referenced in this Section to the Client in the same manner that the Consultant is required to transfer such rights. The Consultant agrees to include in all subconsultant agreements language substantially similar to this Section to accomplish the transfer of such intellectual property rights to the Client.
- 7.2. Neither the Client nor the Consultant shall delegate their duties under this Agreement without the written consent of the other, such consent to not be unreasonably withheld, delayed or conditioned.
- 7.3. This Agreement may be terminated by either Party if the other Party, after seven (7) days written notice, fails to cure a substantial failure to perform in accordance with the terms of this Agreement through no fault of the terminating Party. If this Agreement is terminated by Consultant for cause, the Consultant shall be paid for all services performed up to and including the termination effective date including Reimbursable Expenses incurred, plus reasonable termination expenses. Termination Expenses are defined as costs incurred directly attributable to termination and may include non-cancellable or non-refundable obligations. If this Agreement is terminated by the Client for cause, the Consultant shall be paid for all services performed up to and including the termination effective date including Reimbursable Expenses incurred, less the Client's costs associated with said termination. This Agreement may be terminated by either party without cause with thirty (30) days advance written notice, provided that Consultant shall be responsible to complete any previously issued Task Order not yet completed before termination is effected.
- 7.4. This Agreement represents the entire and integrated agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Client and the Consultant.
- 7.5. Any dispute or claim arising out of this Agreement shall be determined as follows: Client and Consultant will negotiate in good faith to reach agreement. If negotiations are unsuccessful, Consultant and Client agree the dispute shall be settled by mediation. In the event the dispute or any issues remain unresolved, the disagreement shall be decided by such remedies of law as they are available to the Parties. This Agreement shall be governed by the laws of the State of Mississippi. Venue for any proceeding between the Parties arising out of or related to this Agreement shall be in Hancock County, Mississippi, and nowhere else.
- 7.6. Should litigation occur between the two Parties relating to the provisions of this Agreement, all litigation expenses, collection expenses, witness fees, court costs and reasonable attorney's fees incurred by the prevailing Party shall be paid by the non-prevailing Party to the prevailing Party.



- 7.7. Neither Party shall hold the other responsible for damages or delay in performance caused by acts of God, fire, flood or other natural catastrophe; acts of any governmental body, delays in permitting, strikes, labor disputes or shortage, lockouts, accidents, national emergency, insurrection, riot, war, epidemic, pandemic, or other events beyond the control of the other Party or the other Party's employees, or agents.
- 7.8. In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the Parties. One or more waivers by either Party of any provision, term, condition or covenant shall not be construed by the other Party as a waiver of a subsequent breach of the same by the other Party.
- 7.9. The Consultant is not responsible for design and construction review services relating to any construction contractor's safety precautions or to the means, methods, techniques, sequences, or procedures required for a construction contractor to perform its work. Consultant is not responsible for overall site safety. Omitted services under this Agreement include but are not limited to shoring, scaffolding, underpinning temporary retainment of excavations and any erection methods and temporary bracing.
- 7.10. The Consultant intends to render its services under this Agreement in accordance with that level of skill and care ordinarily exercised by similar situated professional firms who are performing the same or similar services, under the same or similar circumstances.
- 7.11. Any estimate of construction costs or estimates of materials quantities reviewed, approved or prepared by the Consultant under this Agreement represents its judgment as a design professional and is supplied for the general guidance of the Client. Since the Consultant has no control over the costs of labor or materials, or over competitive bidding or market conditions, or over purchases made by the construction contractor, the Consultant does not guarantee the accuracy of such estimates as compared to construction contractor bids or actual cost to the Client.
- 7.12. (a) The Parties shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, and orders in effect on the date of this Agreement, including applicable non-U.S. laws and regulations.
- (b) Neither Party shall, directly or indirectly, undertake, cause or permit to be undertaken any activity related to this Agreement that is illegal under any applicable law, regulation, ordinance or other governmental requirement, including without limitation, the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. In addition, no Party shall give, offer, promise or authorize, directly or indirectly, in connection with this Agreement, anything of value to an official, officer, employee or any other person in an official capacity for or on behalf of any government, state-owned enterprise, agents or advisors to other international organizations.
- (c) If either Party breaches any of the covenants contained in this Article, the non-breaching Party shall have the right to immediately terminate this Agreement without penalty and shall be indemnified by the breaching Party against all losses arising under this Article 7.12.
- 7.13 This Agreement is intended for the benefit of the Parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person or entity.
- 7.14 Both Parties agree that the Consultant is an independent contractor and that the Consultant shall not be construed to be an agent of the Client under any circumstances.

**8. NOTICES**

Any notices required to be given under this Agreement may be given by enclosing the same in a sealed envelope, postage prepaid, addressed as follows:

Client: Client Name
Client Address
City, State, Zip
Attention: Client Contact

Consultant: Moffatt & Nichol
MN Address
City, State, Zip
Attention: MN Contact

Notices shall be deposited in the U.S. Postal Service. When so given, such notice shall be considered given as of five (5) days from the time of mailing the same.

Each Party covenants by their signatures below that the individual signing has been given proper authority to sign this Agreement and bind their organization to the terms therein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement which is in effect as of the day and year first above written when signed by both Parties.

<u>Moffatt & Nichol</u>	<u>City of Bay St. Louis, MS</u>
Consultant	Client
By: _____	By: _____
Name: Jonathan Hird	Name: Michael J. Favre
Title: Business Unit Leader/Vice President	Title: Mayor



EXHIBIT "A"
MASTER SERVICES AGREEMENT
SAMPLE TASK ORDER

Client: Click or tap here to enter text.
Project Name: Click or tap here to enter text.
M&N Job Number: Click or tap here to enter text.
Task Order Number: Click or tap here to enter text.

THE PARTIES AGREE THAT THE TERMS AND CONDITIONS OF THE MASTER SERVICES AGREEMENT ARE INCORPORATED HEREIN BY REFERENCE AND SHALL CONTROL THE WORK AUTHORIZED HEREUNDER. THE TERMS APPEARING BELOW, TOGETHER WITH THE MASTER SERVICES AGREEMENT AND ANY ATTACHMENTS THERETO SHALL FORM THE PROVISIONS OF THE ENTIRE AGREEMENT.

Scope of Services: List scope of services here

Time of Performance: Commencement Date: Choose Date Completion Date: Choose Date

Compensation Compensation for the services shall be a Lump Sum/Fixed Fee amount of \$ Dollar Amount.

{Note: Select correct fee basis and remove the non-applicable one} Compensation for the services will be on a time and materials basis not to exceed \$ Dollar Amount without written authorization.

Invoices will be clearly marked with the following information:

1. M&N Job No.: Job Number
2. Task Order No.: Task Order No.

Special Conditions, if any: List any special conditions

Point of Contact: The Parties hereby designate the following individual(s) as the point of contact. The point of contact is responsible for all aspects of this Task Order and all communications, including formal notices required herein, relating to this Task Order should flow through the point of contact at:

Client

City of Bay St. Louis, MS

Enter Contact Info

Enter Contact Info

Enter Contact Info

Contact Enter Contact Info

Telephone Enter Contact Info

Consultant

Moffatt & Nichol

Enter Contact Info

Enter Contact Info

Enter Contact Info

Contact Enter Contact Info

Telephone Enter Contact Info



EXHIBIT "A"
MASTER SERVICES AGREEMENT
TASK ORDER

Execution:

CLIENT'S AUTHORIZED REPRESENTATIVE SHALL SIGN AND DATE THIS
TASK ORDER NO.: Number, AND SEND TO CONSULTANT FOR FINAL
EXECUTION. A FULLY EXECUTED COPY WILL BE RETURNED TO CLIENT.

Moffatt & Nichol

Consultant

By:

Name: Jonathan Hird

Title: Business Unit Leader/Vice President

Date 09/05/2025

City of Bay St. Louis, MS

Client

By:

Name: Michael J. Favre

Title: Mayor

Date Enter Date



EXHIBIT "B"
HOURLY RATE AND FEE SCHEDULE



RATE SCHEDULE FOR PROFESSIONAL SERVICES
Effective March 1 2025

Classification	Hourly Rates
Sr. Principal/President	\$ 300.00
Principal/Vice President	\$ 280.00
Project Manager	\$ 225.00
Professional Engineer V	\$ 275.00
Professional Engineer IV	\$ 265.00
Professional Engineer III	\$ 245.00
Professional Engineer II	\$ 190.00
Professional Engineer I	\$ 150.00
Engineer Intern II	\$ 125.00
Engineer Intern I	\$ 110.00
CAD Technician III/Sr. GIS Analyst	\$ 150.00
CAD Technician II/GIS Analyst	\$ 130.00
CAD Technician I	\$ 110.00
Sr. Construction Inspector	\$ 150.00
Construction Inspector	\$ 120.00
Administrative/Clerical II	\$ 90.00
Administrative/Clerical I	\$ 75.00
Sr. Professional Land Surveyor	
Professional Land Surveyor	
Party Chief	
2 Man Survey Crew	
3 Man Survey Crew	
4 Man Survey Crew	
5 Man Survey Crew	
<i>Specialty Category</i>	
Sr Cost Estimator	\$ 290.00
Cost Estimator	\$ 240.00
Construction Experts (ex dredging)	\$ 290.00
Sr Project Scientist	\$ 220.00



ADDENDUM TO CITY OF BAY ST. LOUIS

MASTER SERVICE AGREEMENT

This Addendum between the City of Bay St. Louis, Mississippi ("Client") and Moffatt & Nichol ("Consultant") is an integral part of the contract. Consultant acknowledges that Client is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. Consultant further acknowledges that Client does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. Client contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. Client does not waive its sovereign immunity. Client shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

Miss. Code Ann. § 11-46-1, et seq.

3. Client does not waive its Constitutional Eleventh (11th) Amendment immunity.

U.S. Const. Amend. XI.

4. Any reference to Client waiving its right to a trial by jury are deleted.

Miss. AG Op., Chamberlin (October 18, 2002).

5. Client does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney's fees by Client are deleted.

Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

7. Client does not agree to pay extra compensation, fees, or allowances after service rendered or



contract made, or for any payment not authorized by law.

Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to Client limiting Client's damages to the contract price or any other set amount are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to Client indemnifying or holding harmless the Consultant or any other party are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for Client to pursue legal action are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to Client waiving any cause of action it may have against Consultant or any other party as a result of Consultant's breach of the contract, or Consultant's own negligence or willful misconduct or the negligence or willful misconduct of Consultant's employees or agents are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to Client limiting damages, remedies or waiving any claim are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the Contactor exclusive control over litigation are deleted. Client does not agree that Consultant may represent, prosecute or defend legal actions in the name of Client.

14. Any references to Client submitting to binding arbitration are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Consultant's liability to Client or allow Consultant to waive any



applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to Client limiting or waiving any common law warranty are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. Client does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. Client will deliver payments to Consultant. Any provision that requires Client pay Consultant any late charges is governed by Miss. Code Ann. § 31-7-305.

19. Client is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code Ann. § 27-104-151, et seq.

20. Consultant represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing Client for hiring an employee who works for the Consultant is deleted.

21. The continuance of any Client contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of Client. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period if the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

22. Any provision requiring Client to name the Consultant as an additional insured is deleted.

23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. Consultant recognizes that Client, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

25. Consultant acknowledges that the individual executing the contract on behalf of Client is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, Consultant agrees that it will not look to that individual in



moffatt & nichol

MN CLIENT AGREEMENT - MSA

his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONSULTANT

BY: _____

(Original Signature of Principal or General Agent)

NAME/TITLE Jonathan Hird, Business Unit Leader/Vice President _____

COMPANY: Moffatt & Nichol _____

DATE: _____

CITY OF BAY ST. LOUIS, MISSISSIPPI

BY: _____

Michael J. Favre, Mayor

DATE: _____

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