

Master Services Agreement

THIS AGREEMENT entered into this _____ day of _____ 2019, by and between Michael Baker International, Inc. (hereinafter “**MICHAEL BAKER**”) with offices at 2600 CitiPlace Drive, Suite 450, Baton Rouge, Louisiana 70808, and City of Hammond (hereinafter, “**CLIENT**”), with offices at 310 E. Charles Street, Hammond, Louisiana, 70401.

WHEREAS, the **CLIENT** desires to retain a consultant to perform certain professional engineering services at the Hammond Northshore Regional Airport.

WHEREAS, **MICHAEL BAKER** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT** over the next three (3) years with the option to renew for two (2) additional one (1) year terms as listed in Exhibit “B”.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **SCOPE OF WORK.** **MICHAEL BAKER** shall perform, as requested by **CLIENT** and accepted by **MICHAEL BAKER**, the services in Work Authorization(s) that **CLIENT** may elect to issue to **MICHAEL BAKER** and make a part hereof (the “Work”). **MICHAEL BAKER** shall furnish all necessary management, supervision, personnel, equipment, tools, materials, and supplies (except as may be otherwise stipulated in the Work Authorization) reasonably necessary to provide the Work. Upon acceptance of a Work Authorization, **MICHAEL BAKER** will provide the requested Work at such time or times and at such places as **CLIENT** may reasonably request upon reasonable notice to **MICHAEL BAKER**.
2. **STANDARD OF CARE.** The standard of care applicable to **MICHAEL BAKER’s** services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
3. **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **MICHAEL BAKER** for the Work in such manner as described in the applicable Work Authorization, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the “Payment Terms”). Partial payments for the Work shall be made monthly by the **CLIENT** to **MICHAEL BAKER** based on invoices submitted by **MICHAEL BAKER**.
4. **ESTIMATES.** Any estimates provided for cost of construction, financing, and acquisition of land and right-of-ways shall be made in accordance with good engineering practice and procedure. It is understood, however, that **MICHAEL BAKER** has no control over construction costs, competitive bidding and market conditions, nor over costs of financing, acquisition of land or right-of-ways, and **MICHAEL BAKER** does not guarantee the accuracy of such cost estimates as compared to actual cost or contractors’ bids.
5. **CONSTRUCTION MEANS AND METHODS.** **MICHAEL BAKER** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors,

or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.

6. **COMPLIANCE WITH LAWS.** **MICHAEL BAKER** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
7. **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement and any resulting Work Authorizations (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Work Authorization) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **MICHAEL BAKER** which consent shall not be unreasonably withheld.
8. **ASSIGNMENT BY MICHAEL BAKER.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **MICHAEL BAKER**, its successors and assigns; provided however, that no portion of this Agreement (including any Work Authorization) and the rights and obligations thereunder shall be assignable or delegable by **MICHAEL BAKER**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.
9. **INSPECTION OF THE WORK.** **MICHAEL BAKER** shall grant **CLIENT** access at all reasonable times to **MICHAEL BAKER's** facilities where the work under this Agreement is being performed.
10. **CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **MICHAEL BAKER** shall perform such changes to the Work as directed by the **CLIENT** in writing
11. **TERM, SUSPENSION AND TERMINATION.** This Agreement shall be effective as of the date executed by all parties, and shall continue for a period of three (3) years with the option to renew for two (2) additional one (1) year terms unless earlier terminated in accordance of this Agreement. Either party shall have the right to terminate this Agreement for convenience, without liability to the other party, upon thirty (30) day prior written notice. In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **MICHAEL BAKER** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
12. **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
13. **RESERVED.**
14. **LIMITATION OF LIABILITY.** To the extent allowed by law, the personal liability of **MICHAEL BAKER** for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or related to the Work, including but not limited to negligence, errors, strict liability, breaches of contract or breach of warranty shall not exceed \$100,000.00 or the total fee for **MICHAEL BAKER's**

services rendered in the subject project, whichever is greater. It is intended by the parties that this limitation of liability does not impair, reduce or limit any and all claims, losses, costs or damages in favor of **CLIENT** against the policies of insurance required to be maintained by **MICHAEL BAKER** under this contract.

15. **WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.
16. **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **MICHAEL BAKER** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Worker's Compensation	Statutorily required amounts
Employer's Liability	\$1,000,000 Bodily Injury by Accident (Each occurrence) \$1,000,000 Bodily Injury by Disease (Policy Limit) \$1,000,000 Bodily Injury by Disease (Each Person)
Comprehensive General Liability	\$1,000,000 Each Occurrence for bodily injury and property damage \$1,000,000 Products/ Completed Operations Aggregate \$1,000,000 General Aggregate over all interests
Comprehensive Automotive Liability	\$1,000,000 Bodily Injury \$1,000,000 Property Damage (including coverage for owned, non-owned and hired vehicles)
Professional Liability	\$1,000,000 (Each claim)

17. **INDEPENDENT CONTRACTOR.** **MICHAEL BAKER** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

18. **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
19. **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
20. **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
21. **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Louisiana without regard to its choice of law provisions.
22. **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.
- Exhibit "A" Sample Work Authorization
23. **ENTIRE AGREEMENT.** This Agreement and any resulting Work Authorizations constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.
24. **FORCE MAJEURE.** In no event shall either **MICHAEL BAKER** or the **CLIENT** have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.
25. **REUSE OF WORK PRODUCT.** Any reuse of **MICHAEL BAKER's** work product without written verification or adaptation by **MICHAEL BAKER** will be at the **CLIENT's** own risk and without liability or legal exposure to **MICHAEL BAKER**. The **CLIENT** shall indemnify and hold harmless **MICHAEL BAKER** from all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle **MICHAEL BAKER** to further compensation at rates to be agreed upon by the **CLIENT** and **MICHAEL BAKER**.
26. **OBLIGATION OF GOOD FAITH, FAIR DEALINGS AND MITIGATION OF DAMAGES.** This Agreement imposes an obligation of good faith, fair dealings and the mitigation of damages among the parties in all matters relating to this Agreement. Good faith, for this purpose, includes honesty in fact and the observance of reasonable commercial standards of fair dealings and in the mitigation of damages even in situations where a decision is left to the sole discretion of a single party.
27. **INVENTIONS AND PATENTS.** Inventions conceived solely by employees of **CLIENT** shall belong exclusively to **CLIENT**. Inventions conceived solely by employees of **MICHAEL BAKER** shall belong exclusively to **MICHAEL BAKER**. Inventions conceived jointly by the parties hereto in the

course of work called for by this Agreement shall be subject to further agreement of the parties so as to properly recognize each party's respective rights in such joint inventions.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

WITNESS:

MICHAEL BAKER INTERNATIONAL, INC.

Name: Charles F. Duggar, Jr., PE

Title: Vice President

WITNESS:

CITY OF HAMMOND

Name: Pete Panepinto

Title: Mayor

EXHIBIT A

SAMPLE WORK AUTHORIZATION FORM

Work Authorization for Professional Services

(Project Identification No.)

(Work Authorization No.)

It is agreed to undertake the following work in accordance with the provisions of our Master Agreement for Professional Services dated _____.

Description of Assignment:

Basis of Compensation/Period of Services:

Agreed as to scope of services, time schedule, and budget:

For: **City of Hammond /
Hammond Northshore Regional Airport**

For: **Michael Baker International, Inc.**

Date: _____

Date: _____

Attachment: Supporting Data

EXHIBIT B
Scope of Services

**Request for Qualifications:
Engineering Services for Hammond Northshore Regional Airport**

- Notice is hereby given that the City of Hammond is requesting submittal of qualification statements from engineering firms interested in performing engineering services for Hammond Northshore Regional Airport. The term will be for three years from the beginning of the Notice to Proceed date of the original contract, with an option to renew for two 1-year options. Hammond Airport projects anticipated during this period could include, but may not be limited to:
 - **Airfield Lighting & Signage Rehabilitation (Two Phases)**
 - **EA/Airspace Study, Threshold Sighting Study for Runway 31**
 - **New Hangar Development/Construction**
 - **Apron Joint Reseal**
 - **Drainage Improvements**
 - **Clearing & Grubbing/Design Threshold Recovery**
 - **Taxiway Alpha Realignment – Design/EA and Construction**
 - **Runway 31 Threshold Relocation**
 - **Airfield Pavement Sealcoat**
 - **Taxiway Joint Reseal**
 - **Runway 13-31 Parallel Taxiway Extension (Taxiway Delta) – Design/EA and Construction**
- **SCOPE OF PROJECT:** The proposed design and construction of the above projects at the Hammond Northshore Regional Airport will be performed as funds become Available.
- **SCOPE OF SERVICES:** The scope of services could include planning, topographic surveys and preliminary investigations, preparation of preliminary and final construction plans, specifications, cost estimates, construction administration, resident inspection and other special services.
- **GENERAL:** Firms interested in performing these services shall furnish statements of qualifications on Standard Form 330 no later than the suspense time and date listed below. Interested firms may obtain Form 330 from the Hammond Northshore Regional Airport, LADOTD-Aviation or online. The City of Hammond will use the following criteria in evaluating responses:
 - Experience of firm
 - Experience of key staff personnel
 - Past performance on similar projects
 - Firm's current work load
 - Knowledge of FAA/Southwest Region and LA DOTD/Aviation grant procedures, regulations and policies

- The City of Hammond will evaluate each submission in all of the above four areas, with 1 being the lowest possible score and 5 being the highest.
- **The successful firm will be required to execute a standard contract. The statement of qualifications Form 330 shall be mailed or delivered to the City of Hammond Purchasing Department, 310 E. Charles St., Hammond, Louisiana 70401, no later than 10:00 AM, Wednesday, November 07, 2018.**
- Questions regarding this project should be addressed to David Lobue, Airport Director. Phone (985) 277-5667. Firms wishing to apply must submit a fully completed SF330 Form. Failure to provide all information requested could result in the submission being considered non-responsive and the firm not being given a final score in the evaluation process.