

ENGINEERING SERVICES AGREEMENT
BETWEEN
THE CITY OF
DIAMONDHEAD,
MISSISSIPPI
AND
COVINGTON CIVIL AND ENVIRONMENTAL,
LLC

THIS AGREEMENT, made and entered into this the 6th day of April 2021, at Diamondhead, Mississippi, by and between the City of Diamondhead, Mississippi, acting by and through its Mayor and City Council ("the Governing Authority") hereinafter referred to as "Owner" or "City" and Covington Civil and Environmental, LLC. hereinafter "Contractor" or "Engineer", with its principal place of business at 2510 14th Street, Suite 1010, Gulfport, MS 39501, for the purposes, and on the terms and conditions, and tinder the authority hereinafter set forth:

WITNESS THAT:

WHEREAS, the City of Diamondhead, Mississippi, is a municipal corporation, organized and existing according to the laws of the State of Mississippi, and it is governed by its City Council "Governing Authority"; and

WHEREAS, the City previously advertised for qualifications for Professional Engineering Firms to provide engineering services to the City on the Commercial District Transformation Project; and

WHEREAS, Covington Civil and Environmental, LLC submitted a response to the City's Request for Qualifications, which response is incorporated herein and attached hereto as included as Exhibit "A"; and

WHEREAS, based on the information submitted in response to the proposal request process, the City desires to enter into an Agreement with Covington Civil and Environmental, LLC to provide engineering services, which services are generally set out in Exhibit "B" and include, but are not limited to, preparing preliminary engineering reports, engineering services, providing surveying services, preparing construction drawings, and providing construction oversight; and

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer do hereby contract and agree as follows:

ARTICLE I. SERVICES OF
ENGINEER

Engineer shall be responsible for all services and materials required to fully perform and complete the scope of work in Exhibit "B" and shall exercise a reasonable standard of conduct and care, according to the prevailing industry standards, in all work, complying with all Federal and State manuals, guides and specifications for work. The City reserves the right to enlarge or reduce the overall scope of services under this Agreement.

ARTICLE II. CONTRACT TERM

The Agreement shall commence upon the latest date of execution and shall be in effect for three (3) years, with a renewal clause for two (2) additional one (1) year renewal terms as approved by the City Council. This Contract must be approved and adopted by the newly elected City Council upon election of the same. The term of this Agreement may be extended by written agreement signed by both parties. During the term of this Agreement, either party reserves the right to terminate this Agreement in whole or in part, at any time, with or without cause, upon seven (7) days written notice.

ARTICLE III. RELATIONSHIP OF THE PARTIES

The relationship of the Engineer to the City is that of an independent contractor, and said Engineer, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason hereof. The Engineer will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the City, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

ARTICLE IV. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the City to proceed under this Agreement is conditioned upon the availability of funds, the appropriation of funds by the City of Diamondhead, and/or the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the City to provide funds or of the City to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the City for the performance of this Agreement, the City shall have the right, upon written notice to the Consultant to immediately terminate or stop work on this Agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE V. COMPENSATION, BILLING AND AUDIT

- A. Monthly Billing: Engineer may submit monthly billing statements to the City. Each statement shall include time expended and allowable expenses through the end of the billing period. Direct expenses included the cost of long distance telephone calls, testing and printing, if it is not company accounting policy to include the costs in overhead rates. City shall not reimburse for the cost of travel or shipping/ mailing charges. City reserves the right to verify time and expense records, related to work performed for the City, by audit of any or all Engineer's time and accounting records. Should the funding source require, Engineer agrees to allow the funding entity access to records for review. Records shall be available at all times during the period of the Agreement, and for a period of three years following.

Services rendered within a fiscal year (October 1 - September 30), may require an invoice requesting payment for services within sixty days of the end of the fiscal year. Should Engineer fail to present the invoice within the allotted time, payment may be delayed.

- B. Progress Reports: Engineer shall provide the City monthly progress reports containing a narrative outline of work performed during the billing period. At the request of the

Engineer, the City may waive this requirement, which waiver shall be requested by, and responded to, in writing. Failure to provide progress reports may result in termination of the Agreement.

- C. Final Payment: Requests for final payment shall be submitted to the City no later than forty-five (45) days following the completion of the project. The City reserves the right to reject any final invoice not timely received. Engineer shall clearly indicate on the last invoice that the payment sought is the "final payment". The City Manager or the Director of Public Works shall confirm that the assignment is completed and ready to be closed, allowing payment of the final invoice. Under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the project.

Engineer agrees and accepts that receipt of final payment shall be in full and final settlement of all claims arising against the City for payment for work completed, materials furnished, cost incurred, or otherwise arising out of this Agreement and/or associated work assignments. In accepting the final payment, Engineer shall release the City from any and all further claims for payment, whether known or unknown, for and on account of the Agreement and/or associated work assignments, including payment for all work done, and labor and materials furnished in connection with the same. Failure to perform, to the satisfaction of the City, all terms of this Agreement and/or associated work assignments, which includes the Scope of Work identified herein, or the Engineer's failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the Engineer without any additional compensation.

- D. In the event of termination of this Agreement, any just claims by the Engineer for payment of services rendered prior to the date of termination will be evaluated on a case-by-case basis. The City shall be liable only for the costs, fees, and expenses for demobilization, if applicable, and close out of the Agreement, based on actual time and expenses incurred by Engineer in the packing and shipment of all documents covered by this Agreement. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE VI. COMPLIANCE WITH APPLICABLE LAW

Engineer shall observe and comply with applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this Agreement or that may later become effective. Engineer shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, national origin, age or disability. Engineer shall execute any and all certifications required by the City, without limitation a Certification of Compliance with Title VI of the Americans with Disabilities Act, as amended.

Engineer represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The Engineer further represents that it is registered and participating in the Department of Homeland Security's E-Verify employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The Engineer acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The

Engineer also acknowledges liability for any additional costs incurred by the City due to such contract cancellation or loss of license or permit.

ARTICLE VII. COVENANT AGAINST CONTINGENT FEES, LOBBYING AND EMPLOYMENT OF CITY PERSONNEL

Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the Agreement. The Engineer warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the City. For breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability, and the Engineer shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the City or participating in any future contracts with the City. Unless specifically authorized in writing by the City, Engineer shall not employ any person or persons in the employ of the City for any work required under the terms of this Agreement.

ARTICLE VIII. REVIEW OF WORK

During the term of this Agreement, authorized representatives of the City may, at all reasonable times review and inspect the services and work assignments, including all reports, drawings, studies, maps and computations prepared by and for the Engineer in connection with this Agreement. As applicable and/or as required under the work assignment, Engineer shall make services and work assignments available for review by authorized State or Federal representatives, including, but not limited to, the Federal Highway Administration, the Federal Emergency Management Association, the Mississippi Emergency Management Association, the Mississippi Department of Transportation, the Mississippi Department of Environmental Quality, and the Mississippi Department of Marine Resources. Inspection does not automatically make the inspecting entity a party to the Agreement.

Engineer shall be responsible for performance of and compliance with all terms of this Agreement and shall be responsible for correcting any errors and/or omissions, including those that relate to the conduct of care, format and content of material, professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the Engineer that may be identified during or outside of a review. Any corrections necessary for compliance shall be at the Engineer's expense.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the City during the performance of the work shall immediately be addressed by the Engineer. Engineer shall provide a written statement of proposed remedy no less than ten (10) days after the identification of the breach. Any work performed to remedy the breach shall be at the expense of the Engineer.

Any breach of contract, including, but not limited to deficiencies or errors and/or omissions in designs, plans, drawings, specifications, or other services, discovered by the City after final acceptance of the work shall, without additional compensation, be corrected by the Engineer. If Engineer fails, or is unable to correct, the City reserves the right to have the deficiencies corrected. Any costs incurred by the City for such corrections shall be the responsibility of the Engineer. City shall provide Engineer an opportunity to correct any identified breach unless:

- 1) The City determines, in its sole discretion, that the Engineer cannot cure the breach within the Schedule established by the City; or
- 2) The City determines, in its sole discretion, that the Engineer cannot cure the breach to the satisfaction of the City.

ARTICLE IX. OWNERSHIP OF PRODUCTS, DOCUMENTS AND WORK

Engineer agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this Agreement shall be delivered to, become and remain in the property of the City upon creation and shall be delivered to the City upon termination or completion of work, or upon request of the City regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the City.

The Parties intend and agree that this Agreement is a contract for services and each party considers the products and results of the services to be rendered by the Engineer hereunder, including any and all material produced and/or delivered under this Agreement, to be a "work made for hire" under U.S. copyright and all applicable laws. Engineer acknowledges and agrees that the City owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this Agreement is determined to be other than a contract or agreement for a work made for hire, the Engineer does hereby transfer and assign to the City, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The Engineer agrees to execute all papers and perform such other proper acts as the City may deem necessary to secure for the City or its designee the rights herein assigned.

The City may, without any notice or obligation of further compensation to the Engineer, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The City's rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The Engineer shall obtain any and all right, title, and interest to all input and/or material from any third-party sub-consultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the City.

For any intellectual property rights currently owned by third parties or by the Engineer and not subject to the terms of this Agreement, the Engineer agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the City at no cost to the City to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this Agreement. Further, the Engineer warrants and represents to the City that it has obtained or granted any and all such licensing prior to presentation of any Work to the City under this Agreement. This obligation of the Engineer does not apply to a situation involving a third party who enters a license agreement directly with the City.

ARTICLE X. SUBLETTING, ASSIGNMENT OR TRANSFER

Neither this Agreement, nor any right or obligation hereunder may be assigned or transferred in whole or in part by Engineer without prior written consent of the City. Under no circumstance will Engineer be allowed to sublet more than sixty percent (60%) of the work required under this Agreement. Specific projects or phases of the work assigned under this contract may be sublet provided that the Engineer performs at least forty percent (40%) of the overall contract. Consent by the City to sublet a portion of the work shall not relieve Engineer from any of its obligations hereunder. Engineer is required to maintain full management responsibility throughout the duration of the Agreement. The City reserves the right to review all subcontract documents and agreements, including any subcontractor's cost estimates, entered into with respect to this Agreement.

ARTICLE XI. CONFIDENTIAL INFORMATION AND PRODUCTION OF DOCUMENTS

It is understood that from time to time confidential and/or privileged information may be shared. Engineer agrees not to disclose any privileged or confidential information unless (a) disclosure is authorized by the City in writing; (b) is reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder and made only to the minimum extent necessary to carry out such obligations; (c) is information which had generally become known to the public other than through the disclosure thereof by the disclosing party or which is otherwise subject to disclosure under state or federal law and not within any exemption from such disclosure; (d) to any authorized attorney, accountant or other professional advisor of the disclosing party under confidentiality agreements and/or attorney-client or similar privilege; or (e) pursuant to any compulsory legal process.

Engineer agrees that it shall immediately refer any third party who requests information pertaining to the work under this Agreement. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend itself from any suit or claim. Any published finding, report or recommendation shall include the following provision:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the CITY OF DIAMONDHEAD.

ARTICLE XII. STOP WORK ORDER

- A. Order to Stop Work. The City may, by written order to the Engineer at any time, and without notice to any surety, require the Engineer to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding thirty (30) days after the order is delivered to the Engineer unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued

pursuant to this clause. Upon receipt of such an order, the Engineer shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the City shall either:

- (1) cancel the stop work order; or
 - (2) terminate the work covered by such order according to the terms provided herein.
- B. Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Engineer shall have the right to resume work. If the City decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the Engineer's cost properly allocable to the performance of any part of this Agreement and the Engineer asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this Agreement may be made by written modification of this Agreement as provided by the terms of this Agreement.
- C. Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated, the Engineer may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the City shall be liable only for the costs, fees, and expenses for demobilization and close out of this Agreement, based on actual time and expenses incurred by the Engineer in the packaging and shipment of all documents covered by this Agreement to the City. In no event shall the City be liable for lost profits or other consequential damages.

ARTICLE XIII. INSURANCE

Prior to commencement of work under this Agreement, Engineer shall obtain and furnish certificates of coverage, or any required documentation to evidence coverage, to the City for the following minimum amounts of insurance:

- A. Workers Compensation Insurance as required by the State of Mississippi;
- B. Comprehensive General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, including coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, sudden and accidental pollution, products and completed operations, and coverage for other hazards;
- C. Valuable Documents Insurance, whether as part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring, or replacing any documents kept or created by Engineer, as a part of the services, in the event of casualty to, or loss or theft of such documents;

- D. Errors and Omissions Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per incident; One Million Dollars (\$1,000,000.00) aggregate; and
- E. Comprehensive Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than One Million Dollars (\$1,000,000.00) per incident with respect to the Engineer's owned, hired, or non-owned vehicles, assigned to or used in the performance of services.

The City shall be listed as a certificate holder or additional insured on any of the insurance required under this Agreement. Insurance identified herein shall be maintained in full force and effect by the Engineer throughout the duration of the Agreement, including any extra time for which ongoing work is completed. Should Engineer cease to carry the errors and/or omissions coverage provided herein, Engineer shall obtain "tail" or extension coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or Agreement termination, whichever is longer.

In the event that the Engineer retains any subcontractor or other personnel to perform services or to carry out any activities under or incident to work on any work assigned as part of this Agreement, Engineer agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage or sufficient coverage to cover their portion of the work. As an alternative, Engineer may include said subcontractor or other personnel within Engineer's coverage for the duration of the work assignment involving the subcontractor or other personnel. Should Engineer change carriers or policies for any insurance required herein, Engineer shall provide new certificates of coverage, as well as any retroactive coverage from the new carrier. If the Engineer fails to procure or maintain required insurance, the City may immediately terminate this Agreement.

ARTICLE XIV. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

Engineer, and its agents, servants, employees, and representatives agree to fully defend, indemnify, and hold harmless the City and its employees, agents, and officials with respect to and from and against any and all claims, demands, causes of actions, damages, including, but not limited to, any and all indirect, special, incidental, punitive, or consequential damages, injuries, fees, expenses, penalties, lawsuits, judgments, and orders, including without limitation, attorney's fees, which in any way arise out of or relate to any negligent, intentional, willful or grossly negligent acts of omission or commission of or attributed to Engineer and/or its agents, servants, employees, subcontractors, officials, visitors, invitees, and/or guests. Engineer's obligations to indemnify, defend, and hold harmless, or at the City's option, participate and associate with the City in defense of any claim for damage, lien or suit and/or any related settlement negotiations shall be initiated by the City's Notice of Claim for Indemnification to the Engineer.

ARTICLE XV. CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Hancock County, Mississippi. Any claim or action brought by either party related to this Agreement shall be brought in a court of competent jurisdiction in Hancock County. This Agreement shall be governed by the laws of the State of Mississippi and such Mississippi laws shall apply to the construction or enforcement of all provisions of this Agreement and to any action which may be brought pursuant thereto. Any right or remedy under this Agreement is cumulative, not exclusive, and is in addition to any other rights or remedies either provided in this Agreement or otherwise available at law or in equity. Failure to exercise or delay in exercising any rights shall not constitute a waiver in whole or in part of any such rights.

ARTICLE XVI. CONFLICT OF INTEREST

The Engineer covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the Engineer's Agreement. The Engineer further covenants that no employee of the Engineer or of any sub-consultant, regardless of his/her position, is to personally benefit directly or indirectly from the performance of the services or from any knowledge obtained during the Engineer's execution of this Agreement.

ARTICLE XVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Engineer and no prior written or oral covenants or representations relating thereto and not set forth herein shall be binding on either party hereto. Any changes or amendments to this Agreement must be in writing and approved by both parties.

ARTICLE XVIII. WAIVER

The failure of either the City or the Engineer to enforce at any time or for any period of time any provision hereof shall not be construed to be a waiver of such provision of the right thereafter to enforce each and every provision. No waiver to this Agreement by either the City or the Engineer, either express or implied, or any breach of any term, condition or obligation of this Agreement shall be construed as a waiver of any subsequent breach of that term, condition or obligation or of any other term, condition or obligation of this Agreement.

ARTICLE XIX. SEVERABILITY

If any word, clause, sentence, paragraph, condition, provision, or term of this Agreement is or hereafter becomes legally unenforceable, the same shall be severed from this agreement, and all remaining provisions of this Agreement, shall be unaffected, and shall be interpreted in accordance with the express written intention of this Agreement.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

Engineer agrees that Key Personnel identified as assigned to this Agreement shall not be changed or reassigned without prior approval of the City or, if prior approval is impossible, then notice to the City and subsequent review by the City which may approve or disapprove the action. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

CITY:

The City of Diamondhead
Attn: City Manager
5000 Diamondhead Circle
Diamondhead, MS 39525

ENGINEER:

Covington Civil and Environmental, LLC
Attn: Ben Benvenuti
2510 14th Street, Suite 1010
Gulfport, MS 39501

IN WITNESS WHEREOF as duly authorized:

The City of Diamondhead
5000 Diamondhead Circle
Diamondhead, MS 39525

By: _____
Michael Reso, City Manager

ATTEST:

Covington Civil and Environmental, LLC
2510 14th Street, Suite 1010
Gulfport, MS 39501

By: _____
Principal Engineer

ATTEST:

EXHIBIT "A"
ENGINEER'S
PROPOSAL



FEBRUARY 2, 2021

ENGINEERING SERVICES COMMERCIAL DISTRICT TRANSFORMATION PROJECT

NOTICE ID
2021-RFR002

SUBMITTED BY:





February 2, 2021

City of Diamondhead
Attn: Jeannie Klein, City Clerk
5000 Diamondhead Circle
Diamondhead, MS 39525

REFERENCE: 2021-RFQ002 Engineering Services Commercial District Transformation Project

Dear Ms. Klein:

Covington Civil and Environmental, LLC (Covington) appreciates this opportunity to provide this Statement of Qualifications for professional engineering services for the Commercial District Transformation Project. Located in downtown Gulfport, Covington has over 25 years of experience providing civil design, bid and construction, and environmental services to the communities that we call home on the Mississippi Gulf Coast.

Now more than ever, environmental decision factors drive project planning and shape the success of projects in our communities. With decades of local environmental experience, expertise with state and federal environmental regulations and protocols, and strong working relationships with the Mississippi Department of Environmental Quality, the Mississippi Department of Marine Resources, the United States Corps of Engineers and the United States Environmental Protection Agency Region 4, Covington is well qualified, committed, and ready to provide the expertise required to meet the City of Diamondhead's long-term goals through the Commercial District Transformation Project. In addition to our environmental and project control and oversight we have partnered with Tice Engineering who has vast experience with new roadway transportation projects.

We appreciate your consideration of our Team, our credentials, and depth of relevant experience as evidenced by our enclosed qualifications. We look forward to your decision and are honored to have the opportunity to serve you.

Sincerely,

A handwritten signature in blue ink, appearing to read "BBA", is positioned above the typed name of the signatory.

Ben Benvenuti, P.E.
Principal Engineer
Covington Civil and Environmental, LLC

Table of Contents

Why Covington? 2

Evidence of Ability to Perform Work:..... 4

New Roadway Construction Impacts: 17

Work Experience with State and Federal Grant Projects: 21

Capability to Provide Professional Services and Firm History: 24

Past Performance in Terms of Cost Control, Quality of Work and Compliance:..... 25

Covington Civil and Environmental, LLC

Contact: Ben Benvenuti, PE
2510 14th Street, Suite 1010
Gulfport, MS 39501
P: 228-396-0486
C: 228-369-4786
(ben@ccellc.us)

Why Covington?

The Covington Team's Local Experience and Past Performance with the City of Diamondhead

Headquartered in Gulfport, MS, Covington provides the City of Diamondhead with the resources of a multi-disciplinary team of civil engineers, planners, environmental permitting specialists, and geologists who understand the complex landscape and regulatory drivers of development within the City of Diamondhead.

Currently, Covington is working on the following projects within the City of Diamondhead:

- City of Diamondhead Engineering Master Service Project
- Hurricane Debris Monitoring Project
- Diamondhead Water and Sewer District Master Service Project
- Elliott Homes Subdivision, Diamondhead

Established Working Relationships with Regulatory Agencies

The Covington Team has established relationships with MDOT, MDEQ, MDMR, USACE and EPA among others. This experience will expedite project completion by effectively identifying and navigating environmental, permitting, regulatory and funding hurdles.

The Covington Team is MDOT Trained

The Covington Team provides Diamondhead with professionals who have completed MDOT-specific training which includes, but is not limited to:

- MDOT Stormwater Management Training
 - MDOT LPA Training
 - FHWA – NHI Procurement and Administration of A/E Contracts
 - Design and Operation of Work Zone Traffic Control
-

**Cost and Schedule
Confidence**

The Covington Team will manage the development of design deliverables to ensure that:

- Conceptual designs for planning and assessment purposes are provided to the City of Diamondhead in a quick and efficient manner.
- Early budgeting on preliminary designs confirms targeted budgets.

Budget Control Through:

- Constructability reviews throughout the design process.
 - Comprehensive bid packages. Local market knowledge and relationships providing for competition within all scopes of work.
-

SECTION I - Evidence of Ability to Perform Work:

The Covington Team's principals and staff has worked on a wide range of private and public funded transportation projects including highways, local roads, bridge replacements and railroad projects. Covington staff have served clients including municipalities, counties, Departments of Transportation, Metropolitan and Regional Planning Organizations, and other local sponsors working cooperatively to implement Federal Highway Administration-funded projects. The Covington Team of Covington and Tice Engineering are currently working together on multiple projects across South Mississippi. Our expertise as shown in the resumes below provide Diamondhead with a superior team with experience in all facets of new construction and community commercial and residential development projects.

Staff Profiles



Benjamin Benvenuti, P.E. – Principal Engineer

Education

B.S. (Civil Engineering), 2007; University of Mississippi, Oxford, MS

Registrations

Professional Engineer (MS, LA, AL, FL)

Professional Experience

Mr. Benvenuti is a principal engineer with Covington, and he has more than thirteen years' experience planning, permitting, designing, and managing projects along the Gulf Coast including new road design, construction management of new roadways and roadway replacement projects, environmental impact studies and utility relocation within the public right of way. As a principal engineer, Mr. Benvenuti provides technical guidance and oversight on all of Covington's engineering projects. Mr. Benvenuti will be the direct contact for Diamondhead on this project and will provide technical oversight over the design and construction management team for this project. Mr. Benvenuti has direct experience with multiple roadway and community development projects, to include, but not limited to:

- **Rodriquez Street and I-110 Interchange Reconfiguration and Upgrades, D'Iberville, MS**
- **Cook Road Commercial Re-Development Project, Jackson County, MS**
- **Hugo Street Roadway Construction, Bay St. Louis, MS**
- **MDOT Funded Beach Blvd Replacement and Restoration, Hancock County, MS**

- **City of Biloxi Infrastructure Repair Program, Biloxi, MS**
- **Post Katrina Utility and Roadway Replacement, Gulfport, MS**



John Szabo, P.E. – Principal Engineer

Education

B.S. (Civil Engineering), 1974; Louisiana State University, Baton Rouge, LA

Registrations

Professional Engineer (AL, LA, MS, TX)

Professional Experience

Mr. Szabo has more than 46 years' experience in both civil engineering and environmental consulting. Mr. Szabo is licensed as a Professional Engineer in Alabama, Louisiana, Mississippi, and Texas. He has extensive experience in designing and managing civil engineering and real estate development projects. Mr. Szabo has performed numerous environmental site assessments, investigations, and remediation designs for industrial sites throughout the United States. He possesses expertise in site design including grading, drainage, utilities and road design for subdivisions, medical office parks, commercial developments, and municipalities. He also possesses expertise in wetlands evaluation, permitting and mitigation; RCRA/CERCLA regulations; risk assessments; site remediation planning, permitting and implementation; landfill permitting, design, construction, and operation; regulatory negotiations; and expert witness services. His professional affiliations include the American Society of Civil Engineers and the American Council of Engineering Companies.

Mr. Szabo has worked with the City of Diamondhead in developing the City's Subdivision Regulations approved in 2020, drainage improvements to Turnberry Drive and in evaluating the feasibility of utilizing Twin Lakes as a regional detention pond. In providing services related to these projects, Mr. Szabo's experience with roadway planning and design, drainage and flooding evaluations, utilities, and environmental regulations (wetlands, erosion control).

Mr. Szabo has been responsible for providing site engineering for over 44 Dollar Generals throughout Mississippi. These projects including site planning, compliance with City or County requirements, permitting highway connections and improvements with Mississippi Department of Highways, drainage and utility design and preparation of construction documents.



Andrew Levens, P.E. – Engineering/Design

Education

B.S. (Civil Engineering), 2009; University of South Alabama, Mobil, AL

Registrations

Professional Engineer (MS, LA, AL, TX)

Professional Experience

Mr. Levens is a licensed Mississippi Professional Engineer with over ten years of civil and structural engineering experience. His work experience in civil engineering includes water, sewer, roads and drainage design and construction. His work experience with design is in accordance with Mississippi Department of Transportation's Roadway Design Manual 2001 Edition, in addition to compliance with local ordinances. Accustom to providing scope of work for field survey and processing of survey data once obtained. Survey review for horizontal and vertical alignment for corridor design as well as identifying boundary encroachments. Coordinate with utility owners for adjustment and/or connection, as necessary. Utility design including water, sewer, and drainage. Familiarity with pavement design, in addition to population growth forecasting for future demand determination. Accustom to producing thorough plans, profiles, and cross-sections with supporting construction details to ensure a buildable timely design is provided and ultimately a successful project constructed. Construction monitoring on a variety of road construction projects including commercial developments, utility and drainage installation, roadway restoration and overlays.

LIST OF RELEVANT PROJECT EXPERIENCE:

Various Mississippi Dollar General Sites

Scope included survey review, geometric, pavement, utility, and drainage design. MDOT and municipal permitting.

Infrastructure Repair Program Hospital 1 and 2 – Biloxi, Mississippi

Scope included demolition, utility design, drainage design, roadway cross-section including sidewalks, combination curb and gutter, and pavement design. In addition to traffic control plans for detouring local traffic.

Infrastructure Repair Program Eagle Point – Biloxi, Mississippi

Scope included demolition, utility design, drainage design, roadway cross-section including sidewalks, combination curb and gutter, and pavement design. In addition to traffic control plans for detouring local traffic.

John Lee Road Bridge Replacement – Biloxi, Mississippi

Scope included construction monitoring of a pre-cast concrete bridge construction and associated roadway work including maintenance of erosion control measures and detour route.



Tabor Kraft, P.E. | Junior Engineer

Education

B.S. (Civil Engineering), 2016; Mississippi State University, Starkville, MS

Registrations

Professional Engineer MS

Professional Experience

Tabor Kraft is a Mississippi Professional Engineer with Covington Civil and Environmental, LLC. Mr. Kraft has experience in municipal infrastructure projects, stream restoration and management; construction oversight and inspections; subdivision design; pre-development and post-development water drainage design and calculations based on MDOT regulation; section and profile creation for plans for permitting and construction purposes; and code compliance pertaining to residential and commercial construction. He has experience with horizontal design and plan creation for roadway projects and road section creation. This includes establishing new rights-of-way, designing utility layout, and creating roadway, curb and gutter, and sidewalk footprint. He also has experience with setting centerline alignment with appropriate curve and turn radii for varying road velocities. He has experience with cost analysis on differing pavement materials based on material and construction costs.



Alane C. Young, Registered Professional Geologist – Environmental and Permitting Specialist

Education

M.S. (Geology), 1986; Mississippi State University, Starkville, MS
B.S. (Geology), 1983; Tulane University, New Orleans, LA

Registrations

Professional Geologist (MS, TN)
Professional Geoscientist (LA)

Professional Experience

Ms. Young has 30 years' experience in managing environmental projects. She has held the position of project manager/senior geologist throughout her career, with key responsibilities of conducting Phase I and Phase II ESAs, site characterizations, soil and groundwater remediation projects, NEPA EAs for HUD CDBG and FEMA funded projects, and environmental permitting throughout Mississippi, Louisiana and Texas. She has served as Project Manager for the City of Gulfport's Brownfields Community-Wide Assessment Grant, and currently serves as Project Manager for the City of Biloxi's Brownfields Community-Wide Assessment Grant.

Ms. Young has extensive experience in conducting HUD EAs for projects funded by the CDBG Entitlement Program as well as the CDBG Disaster Recovery Assistance Program. Her experience includes the preparation of numerous EAs for the Mississippi Long Term Workforce Housing Program, including the Enterprise Corporation of the Delta Gardenia Hill Project and the Enterprise Corporation of the Delta Pleasanton Project, both of which were implemented to replace affordable housing damaged by Hurricane Katrina. She also served as Project Manager for the Galveston County CDBG Recovery Program Hurricane Ike Round 2 Environmental Review Record, which included over 300 site specific reviews conducted by tiering from a Broad Environmental Review. Other HUD EAs prepared by Ms. Young were for projects ranging from multi-family residential to municipal facilities to infrastructure, including: Biloxi Community Center, Library, and Mixed-Use Facility Project; the Stennis Airport Economic Development Project; Popp's Ferry Road Phase IV; Jeremiah O'Keefe Cultural Center/Library; Biloxi Grant Façade; Howard Avenue Phase II; Maritime and Seafood Industry Museum; Seashore Oaks; LaFont Inn Redevelopment Project; East Biloxi Scattered Sites Project; Union Street Development Project; Cottage Cay Development Project; Workforce Home Sweet Home Rebuilding; Trinity Village Project; Ohr-O'Keefe Museum of Art, Inc.; Pass Christian Workforce Housing; Long Beach Estates Project; Bayside Park Homeownership Initiative and Holliman Place Project.

Ms. Young has prepared four FEMA EAs, including the Restore Biloxi Infrastructure Project (Highway 90 portion of project); City of Biloxi New Public Works Complex Project, Biloxi Lighthouse Park Visitor's Center Project; and Hancock County Port and Harbor Commission Administration Building.



Stephen Parker – Environmental and Permitting Specialist

Education

M.S. (Botany), 1988; Miami University, Oxford, OH

B.S. (Zoology; Wildlife Management); 1985, University of Southwest Louisiana, Lafayette, LA

Professional Experience

Mr. Parker is a senior program manager with Covington Civil and Environmental, LLC, with more than 23 years' experience in NEPA (EIS, EAs, and CEs), environmental planning, permitting, and he has worked on transportation, municipal, infrastructure, and development projects in Mississippi, Louisiana, Arkansas, and Tennessee.

Mr. Parker has extensive experience with NEPA documentation, federal consultations, and environmental compliance including USACE permitting, Endangered Species Act consultations and biological assessments, Historic Preservation Act Section 106/Tribal consultations, Marine

Mammal Protection Act coordination and assessments, Magnuson–Stevens Fisheries Management Act Essential Fish Habitat coordination and assessments, Migratory Bird Treaty Act coordination, and Bald and Golden Eagle Protection Act coordination. He serves as the Natural Resource Damage Assessment Program Manager for *Deepwater Horizon* restoration in Mississippi and oversees project development, state and federal trustee coordination, regulatory compliance and permitting, and project execution. He served as a botanist in the regulatory branch of the New Orleans District USACE and brings extensive wetland delineation and permitting experience to the Team.



Bob Gist – Senior Construction Manager

Education

B.S. (Construction Management), 1980; Clemson University, Clemson, SC

Professional Experience

Bob Gist will serve as a technical advisor during the design phase and the Senior Construction Manager during the construction phase. During the planning and design phase, Mr. Gist will advise on cost estimating, scheduling, procurement, constructability reviews and quality control measures as they relate to the project. During the construction phase, Mr. Gist will lead the construction oversight team and oversee all aspects of Covington’s construction services including but not limited to: review of pay requests, construction inspections, start-up and closeout. He has over 30 years’ experience in the construction industry and formally the Executive Vice President/Chief Operating Officer of a highly successful Gulf Coast general contractor that managed revenues totaling \$350-\$500 million dollars annually. Mr. Gist has a wealth of knowledge at the local, state and federal contracting levels, their construction requirements and was involved in the award, staffing and overall management of the Mississippi State Port project at Gulfport, Mississippi. As COO, he personally directed Hurricane Katrina restoration efforts satisfying all procurement and cost accounting requirements of the Federal Emergency Management Agency (FEMA), the Mississippi Emergency Management Agency (MEMA), Community Block Development Grant Program (CDBG), and the Mississippi Development Authority (MDA).



Shane Monroe – Grant Specialist

Education

B.B.A (Emphasis: Finance), 2003; Delta State University, Cleveland, MS

Professional Certifications

Certified Fraud Examiner

Professional Experience

Mr. Monroe is a project manager with over nine years of governmental financial monitoring and compliance experience in both Mississippi and Texas. He has previously worked with both state and local government to identify and resolve issues associated with governmental grant compliance specifically as it relates to the Stafford Act. He has experience in performing compliance reviews and audits related to all categories of FEMA Public Assistance project worksheets. Mr. Monroe has direct CDBG Program experience as a result of the work performed for Galveston County, Texas, following Hurricane Ike.



Felicity Edwards – Grant Specialist

Education

Graduate Certificate (Economic Development), 1988; University of Southern Mississippi, Hattiesburg, MS

B.S.B.A (Financial Information); 2007, University of Southern Mississippi, Hattiesburg, MS

Professional Certifications

Certified Public Accountant – Mississippi, Initial licensure 2009/2010

Professional Experience

Ms. Edwards is a certified public accountant with over nine years of experience serving in the public and private arena. Prior to joining the Covington Team, Ms. Edwards most recently serviced as the County Administrator for Hancock County, MS, where she managed the day-to-day operations of the County. In this role, she managed all aspects of County government and governance for the Board of Supervisors, coordinated all meetings, workshops, and actions of the Board of Supervisors, as well as supervised 12 County departments and approximately 400 employees. Prior to being named County Administrator, Ms. Edwards served as the Chief Administrative Officer for the Hancock County Port and Harbor Commission. In this role, she oversaw all procurement activities and its operational units in accordance with State, Federal, and Commission procurement policies. In addition to her public service, Ms. Edwards has extensive experience managing federal grant programs such as FEMA Public Assistance, Hazard Mitigation Grant Programs, Community Development Block Grants, and RESTORE Act funded projects. Her responsibilities included regular communication with architects, engineers, elected and appointed

officials, and State program managers to maintain an understanding of each project’s status and internal monitoring to verify ongoing compliance with State/Federal implementation guidance.



Trusted Engineers. Experienced Surveyors. Innovative Results.



J. Colter Ratliff, P.S. – Vice President/Survey Manager

Education

BS (College of Agriculture Emphasis in Surveying), 2002;
Mississippi State University, Starkville, MS

Professional Certifications

Professional Surveyor (MS, LA, AL, AR, FL, TX)

Professional Experience

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MS Highway 570 Traffic Signal Upgrades, Pike County, McComb, Mississippi

Survey Manager for traffic signal upgrades, geometric improvements, and ITS elements to MS Highway 570. A complete topographic survey of one (1) mile of the MS 570 corridor. The survey consisted of all above ground features and below ground utilities. The field work utilized RTK GPS and Robotic Total Stations which were referenced to the Mississippi State Plane coordinate system east zone.

COVINGTON CIVIL & ENVIRONMENTAL

I-110 off ramp onto Rodriquez Street, Biloxi, Mississippi

Survey Manager to perform a Traffic Impact Study, Interstate Access Modification Request and Design Highway Plans for the interchange I-110 off ramp onto Rodriquez Street.

CITY OF WIGGINS

Hall Street, Stone County, Mississippi

Survey Manager for City of Wiggins Hall Street project to widen 286' of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

US 90 from Waveland Avenue to Beach Boulevard, Biloxi, Mississippi

Survey Manager for Topographic survey of the Hwy 90 project area consisting of six (6) miles of Roadway and Traffic Signals.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Realignment & Signalization of MS Highway 42 at US Highway 49

Forrest County, Mississippi

Survey Manager for Topographic and boundary surveys and property map of the project area for use in design of the new 49/42 intersection. Project included Topographic and boundary surveys and property map, realignment of MS Hwy 42 to remove existing skew including all roadway design aspects.



Matthew Jones, P.S. – Crew Manager

Education

AS (Drafting and Design Technology), 2000; Mississippi Gulf Coast Community College, Parkinson College, MS

Professional Certifications

Professional Surveyor (MS)

Professional Experience

MISSISSIPPI DEPARTMENT OF TRANSPORTATION,
MS Highway 570 Traffic Signal Upgrades, Pike County, McComb, Mississippi
Crew Manager for traffic signal upgrades, geometric improvements, and ITS elements to MS Highway 570. A complete topographic survey of one (1) mile of the MS 570 corridor. The survey consisted of all above ground features and below ground utilities. The field work utilized RTK GPS and Robotic Total Stations which were referenced to the Mississippi State Plane coordinate system east zone.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
US 90 from Waveland Avenue to Beach Boulevard, Biloxi, Mississippi
Crew Manager for Topographic survey of the Hwy 90 project area consisting of six (6) miles of Roadway and Traffic Signals.

COVINGTON CIVIL & ENVIRONMENTAL
I-110 off ramp onto Rodriquez Street, Biloxi, Mississippi
Crew Manager to perform a Traffic Impact Study, Interstate Access Modification Request and Design Highway Plans for the interchange I-110 off ramp onto Rodriquez Street.

CITY OF WIGGINS
Hall Street, Stone County, Mississippi
Crew Manager for City of Wiggins Hall Street project to widen 286' of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
Realignment and Signalization of MS Highway 42 at US Highway 49, Forrest County, Mississippi
Crew Manager for Topographic and boundary surveys and property map of the project area for use in design of the new 49/42 intersection. Project included Topographic and boundary surveys and property map, realignment of MS Hwy 42 to remove existing skew including all roadway design aspects.

COAHOMA COUNTY BOARD OF SUPERVISORS
Moon Lake Scenic Overview Project, Coahoma County, Mississippi

Crew Manager for the Moon Lake Scenic Overview project. Project services included preparation of preliminary and final plans and construction engineering and inspection services for 12,355 feet of sidewalk to connect to the historic Moon Lake to the Mississippi Welcome Center.



W. Ryan Tice, P.E. – President/Engineer Manager

Education

BS (Civil Engineering), 1996; Mississippi State University, Starkville MS

Professional Certifications

Professional Engineer (MS, LA, AL)

Professional Experience

CITY OF WIGGINS

Hall Street, Stone County, Mississippi

Engineer Manager for City of Wiggins Hall Street project to widen 286’ of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road.

I-110 off ramp onto Rodriquez Street, Biloxi, Mississippi

Engineer Manager to perform a Traffic Impact Study, Interstate Access Modification Request and Design Highway Plans for the interchange I-110 off ramp onto Rodriquez Street.

CITY OF WIGGINS

Sidewalk Improvements Phase II, Stone County, Mississippi

Engineer Manager for Sidewalk Improvements project to plan, design and oversee construction of Phase 2 of the City Sidewalk and Bike Path Improvements. The project designed a 3,440 linear foot sidewalk connecting the city’s park to the middle school, expanding the existing backbone pedestrian infrastructure on the east side of town.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

US 90 from Waveland Avenue to Beach Boulevard, Hancock County, Mississippi

Engineer Manager for the traffic signal upgrades along US Hwy 90 in Hancock county to incorporate positive left turn offsets and FYA capabilities. The project also includes ITS infrastructure including fiber optic interconnected traffic signals and three direct message signs.

COAHOMA COUNTY BOARD OF SUPERVISORS

Moon Lake Scenic Overview Project, Coahoma County, Mississippi

Engineer Manager for the Moon Lake Scenic Overview project. Project services included preparation of preliminary and final plans and construction engineering and inspection services for 12,355 feet of sidewalk to connect to the historic Moon Lake to the Mississippi Welcome Center.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

MS Hwy 570 Traffic Signal Upgrades, Pike County, McComb, Mississippi

Engineer Manager for the MS Hwy 570 Traffic Signal upgrades in McComb, Mississippi. The Design Team tasked to design four (4) fully actuated traffic signals and ITS elements. Also, as part of the design, a median was designed to eliminate mid-block turning movements.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Realignment and Signalization of MS Highway 42/US Highway 49, *Forrest County, Mississippi*

Engineer Manager for topographic and boundary surveys and property map of the project area for use in design of the new 49/42 intersection. Project included Topographic and boundary surveys and property map, realignment of MS Hwy 42 to remove existing skew including all roadway design aspects.



Michelle Gill, E.I – Project Manager

Education

BS (Biological Engineering), 2004; Mississippi State University, Starkville MS

Professional Certifications

Registered Engineer-in-Training (MS)

Professional Experience

Mississippi Department of Transportation (MDOT)

ROADWAY SAFETY AUDIT FOR U.S. HIGHWAY 45, *Clarke and Wayne Counties, Mississippi*

Project Manager for a Roadway Safety Audit (RSA) along Highway 45 in Clarke and Wayne Counties, Mississippi. The project included analysis of crash data, accident reports, traffic studies, and site visits to develop safety improvements along the roadway. Safety improvements recommendations reviewed and implemented by the Mississippi Department of Transportation (MDOT), as funding permits, to prevent future crashes in areas identified by the Roadway Safety Audit.

Mississippi Department of Transportation (MDOT)

MS HWY 570 TRAFFIC SIGNAL UPGRADES, *McComb, Mississippi*

Project Manager for the MS Hwy 570 Traffic Signal upgrades in McComb, Mississippi. The Design Team tasked to design four (4) fully actuated traffic signals and ITS elements. Also, as part of the design, a median was designed to eliminate mid-block turning movements.

City of Wiggins

HALL STREET, *Stone County, Mississippi*

Project Manager for City of Wiggins Hall Street project to widen 286' of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road.

City of Wiggins

SIDEWALK IMPROVEMENTS PHASE II, *Stone County, Mississippi*

Project Manager for Sidewalk Improvements project to plan, design and oversee construction of Phase 2 of the City Sidewalk and Bike Path Improvements. The project designed a 3,440 linear foot sidewalk connecting the city's park to the middle school, expanding the existing backbone pedestrian infrastructure on the east side of town.

I-110 OFF RAMP ONTO RODRIQUEZ STREET, *D'Iberville, Mississippi*

Project Manager to perform a Traffic Impact Study, Interstate Access Modification Request and Design Highway Plans for the interchange I-110 off ramp onto Rodriguez Street.

DESIGN TEAM MEMBER

Coahoma County Board of Supervisors

MOON LAKE SCENIC OVERLOOK, *Coahoma County, Mississippi*

Design Team Member for the Moon Lake Scenic Overlook in Coahoma County. This project is a Transportation Enhancement project funded by the Mississippi Department of Transportation. The project consisted of the design and construction of boardwalks and a pavilion on Moon Lake with adjoining sidewalks and parking.

Section II - New Roadway Construction Impacts:

The City of Diamondhead has a unique opportunity to transform, improve and expand its commercial district. While this project is necessary for long-term sustainability and growth of Diamondhead's commercial district, it is imperative the design team identifies and understands the environmental, funding and design constraints to reduce the short-term impacts of new construction to the existing businesses and residents of Diamondhead. From experience, we understand how transportation projects impact natural

It is imperative the design team quickly identifies and understands the environmental, funding and design constraints to minimize the short-term impacts of new construction on the existing businesses and residents of Diamondhead.

resources and the surrounding residential and business communities. Covington staff has been involved in assessing impacts including traffic volume effects to assess environmental impacts for access justification alternatives; future development considerations/land use planning impacts on transportation alternatives, residential and business relocation assessments, environmental impacts including streams, wetlands, protected species habitat, prime farmland, and cultural resources. In addition, our staff has completed U.S Department of Transportation Act Section 4(f) documentation for roadway alternatives, Land Water Conservation Fund Section 6(f) evaluations for roadway projects and Floodplain Management Assessments (8 step decision making process).

We know that with each project, there is a unique set of challenges. As experts in site planning, compliance and mitigation, we have three simple and straightforward goals: a) streamline the regulatory process, b) inform the engineering design with natural resource data where appropriate, and c) offset the unavoidable losses with mitigation. Through our experience, we have found the following are keys for success and we strive to provide them during each project:

- Communicating closely with resource agencies (MDOT, USACE, USFWS, MDMR, MDEQ, MDAH) to stay on schedule and resolve environmental permitting issues; and
- A balanced approach—practical, affordable solutions—no net loss.

Our specific staff experience for transportation projects includes:

- Project Management for NEPA documents, USACE Permitting
- Environmental Impact Statements
- Environmental Assessments
- Categorical Exclusions
- Clean Water Act Permitting/Mitigation
- Endangered Species Act Compliance
- Historic Preservation Act Compliance
- Department of Transportation Section 4(f) Documentation
- Land Water Conservation Fund Section 6(f) Documentation

- Section 404 Permitting (NWP, ATFs, Individual)
- Section 401 Water Quality Certifications
- MDMR Coastal Wetlands Permitting
- Mitigation/Habitat Assessment
- NPDES Permits

Specific Relevant Project Examples

Rodriguez Street and I-110 Interchange Reconfiguration and Upgrades, D'Iberville, MS

While no two cities are the same, Diamondhead and the City of D'Iberville have many similarities in the fact you both have direct interstate access to your commercial districts. A private developer working on a public private partnership with the City of D'Iberville and MDOT plans to reconfigure and upgrade the Rodriguez St and I-110 Interchange. This project includes the impacts to the downtown and waterfront districts of D'Iberville and will require the relocation of existing roadways, new roadway construction and modification to the interstate interchange to provide the opportunity for new development and maintain access control to the existing business. Covington Civil & Environmental, LLC and Tice Engineering was selected to perform a Traffic Impact Study, Interstate Access Modification Request and Design Roadway Plans for the interchange and adjacent business district streets referenced above. The environmental impacts, preliminary drawings and interstate access request are currently under review by MDOT.

Project Scope of Work:

- Traffic Impact Statement (complete)
- IAR (on going)
- Environmental Impact Investigations (complete)
- Roadway New Construction and Modification - Design to be based off approved IAR and traffic study.

Cook Road Commercial Re-Development, Jackson County, MS

Covington's client purchased a 5-acre property, previously approved for a townhouse development. The client wanted to develop a medical office park, maximizing the square footage that could be built on the property while utilizing the existing improvements as much as possible. Covington prepared a Master Plan showing developing four buildings on the site with a total square footage of approximately 25,000 square feet. The master plan included studies to utilize existing infrastructure and efficiently add new roadway and utility infrastructure to minimize commercial development within the property. To accomplish this, Covington met with the Jackson County Planning Staff and negotiated a reduction in parking requirements. Covington then provided site construction plans, including drainage calculations, for each building. Covington was able to utilize the existing detention pond until the third building was constructed, requiring the detention to be relocated on the site. The project has been completed with new infrastructure and is home

to multiple new medical business. Covington provided the planning, environmental, design and construction oversight for this project.

US 90 from Waveland Avenue to Beach Boulevard, Hancock County

Tice Engineering, Incorporated was selected by the Mississippi Department of Transportation (MDOT) to upgrade ten (10) signalized intersections along Hwy 90 in Hancock County to incorporate positive left turn offsets and flashing yellow arrow (FYA) capabilities. The project also includes ITS infrastructure including fiber optic interconnected traffic signals and three (3) direct message signs.

Project Services Included:

- Topographic Survey
- Geometric improvements to intersections
- Traffic Signal Design
- ITS Design

Wiggins Sidewalk and Bike Path Improvements

Tice Engineering was hired by the City of Wiggins to plan, design and oversee construction of Phase 2 of the City Sidewalk and Bike Path Improvements. The project began with securing MDOT LPA Transportation Alternative Program funds for design and construction. With funding secured, the Tice Engineering designed a 3,440 linear foot sidewalk connecting the city's park to the middle school, expanding the existing backbone pedestrian infrastructure on the east side of town. Tice Engineering will also oversee construction and grant closeout of the project.

Project services included:

- Grant application preparation and submission
- Surveying
- Preparing design drawings
- Grant funding coordination
- Project bidding and award
- Construction staking
- Construction inspection and administration

Hall Street Turn Lane and Hall Street Overlay

Tice Engineering was hired by the City of Wiggins to widen 286' of Hall Street at MS Highway 26 to three lanes and to repair and overlay the entire street from Highway 26 to East Frontage Road. The project utilized Restore Act funding to make improvements to a major commercial corridor within the city limits.

Project Scope of Work include:

- Survey
- Design
- Coordination with Mississippi Department of Transportation
- Construction Staking

- Construction Oversight

MS Highway 570 Traffic Signal Upgrades

Tice Engineering has been selected by Mississippi Department of Transportation (MDOT) to perform traffic signal upgrades, geometric improvements and ITS elements to MS Highway 570. The project includes four (4) traffic signal upgrades for the corridor.

Project Services Included:

- Perform complete topographic survey
- Design a median to prevent mid-block turning movements
- Design four new fully actuated traffic signals that are integrated with ITS elements and Fiber Optic Cable
- Assist in Public Meeting to inform the General Public of the proposed improvements and road closures

Realignment and Signalization of MS Highway 42 at US Highway 49

Tice Engineering was selected by the Mississippi Department of Transportation to prepare final ROW plans for the proposed realignment and signalization of MS Highway 42 at U.S. Highway 49 in Forrest County, Mississippi.

Project Services Included:

- Perform complete Topographic and Boundary survey and property map for the project area.
- Designed the realignment of MS Highway 42 to remove existing skew and supporting features such as drainage, traffic signal design and construction phasing to ensure the appropriate amount of Right of Way is purchased.
- Prepare and submit Final Right of Way plans to MDOT.

County Moon Lake Scenic Overlook

Tice Engineering Incorporated was recently selected by the Coahoma County Board of Supervisors for their MDOT LPA project to design a turn out and scenic viewpoint over the historic Moon Lake. The proposed design includes the following: fishing piers, sidewalks, covered pavilions, and a parking lot.

Project Services Included:

- Topographic Survey
- Plans and Specifications
- Construction Engineering and Inspection (CEI)

Azalea Trails Subdivision, Jackson County, MS.

Azalea Trails Subdivision was a 152-lot, 39.80-acre subdivision proposed by Habitat for Humanity of the Mississippi Gulf Coast. The subdivision layout provided a small park area and walking trail/nature area in the wetlands portion of the property. Covington performed a wetlands delineation of the property; prepared preliminary subdivision layouts to minimize wetland impacts; met with Jackson County Planning Staff to receive input coordinated utilities with the utility authority; and prepared a re-zoning submittal to the Jackson County Zoning Commission.

Walker Farms Subdivision, Hwy 57, Gulfport, MS.

Walker Farms Subdivision is a 90-lot, 24.46-acre subdivision. Covington performed a wetlands delineation of the property; prepared preliminary subdivision layouts minimizing wetland impacts; met with county planning staff to discuss any issues associated with the subdivision; submitted a preliminary subdivision plat for approval by the county planning commission; submitted permit applications for a wetlands permit and a water quality permit; designed utility system (including sewer lift stations) and submitted to Mississippi Department of Health (MDH) for approval of the water system and Mississippi Department of Environmental Quality (MDEQ) for approval of sewer system; and submitted a driveway permit to Mississippi Department of Transportation (MDOT) for entrance road connection to Hwy. 57.

SECTION III - Work Experience with State and Federal Grant Projects:

Financial, Payroll, and Grant Management

The Covington team has experience performing financial monitoring for on-going projects in order to secure interim funding and performing closeout audits/reviews on projects that are in the closeout process. Performing financial monitoring throughout the life of a project helps to reduce cash flow pressures for the City, gives the City assurance that costs will meet all applicable state and federal standards, and reduces the potential for de-obligation when the project closes. Covington is adept at compiling and organizing all supporting documentation and capturing all costs in the summary records. We will draw from our experiences to build audit-ready files, which will include, but not be limited to, applicable City policies, applicable summary records based off cost type, all supporting documentation, and proof of payment for all costs.

We will also ensure that all contractual costs are properly procured and that the procurement standards meet applicable local, state, and federal policies, procedures, rules, and regulations. In our current role as the program manager for the State of Mississippi's restoration program associated with the Deepwater Horizon BP oil spill, we support and manage all aspects of procurement for the State of Mississippi's BP Restoration program to ensure all contracts are properly procured. The Covington team is adept at reviewing procurement documentation in order to verify that contracts are properly procured and that the scope of work and costs fall within the scope of work and budget for the project.

In addition to providing engineering and construction experience, the Covington team specializes in local, state and federal financial oversight to support any and all compliance-related issues that might arise during the project regardless of the funding source (*MDA and the Gulf Coast Restoration Fund or MDOT LPA program*).

The Covington team will utilize our accounting experience to reconcile all project related costs to determine final project amounts and to ensure that no costs were missed during the project. Our team's project management experience will help to navigate the closeout process as well as any audits that could take place. In addition to providing engineering and construction experience, the Covington team specializes in local, state and federal financial oversight to support any and all compliance-related issues that might arise during the project.

Procurement and Contract Management/Monitoring Support

The Covington team has extensive experience in understanding and applying procurement standards at the local, state, and federal levels. We have extensive knowledge in state and federal procurement thresholds and procurement processes, specifically 2 CFR 200 of the Code of Federal Regulations (CFR). In our role as program managers for the RESTORE program related to the Deepwater Horizon BP oil spill, we assist the State of Mississippi's procurement efforts to ensure that procurement policies are followed, and we review all resulting contracts to ensure that all contracts comply with applicable state and federal rules and regulations. We can draw from this experience to ensure all necessary and applicable procurement standards throughout the

procurement process for a particular contract or purchase are sufficient to respond to audits and reviews. We are adept at documenting all purchases for audit purposes. We have experience in working with sub-recipients and applicants to develop processes for the procurement of items and services necessary for the recovery process.

Information Technology and Data Management

The Covington team uses a Cloud based document management system. Access can be granted to City personnel for remote access to the system and project files. We will draw from our previous experience in establishing a paperless document management system to digitize all hard-copy documentation and create a virtual repository for all required project documentation. Project files will be standardized to make accessing information for audits a more efficient process. Configuration settings for login verification, password controls, enforcement policies, shares and permissions are administered at the cloud level and not subject to receiving damage from local disasters; fully recoverable. We helped to design and currently oversee the document management system for the State of Mississippi's restoration program associated with the Deepwater Horizon BP oil spill. The system used for the State of Mississippi's restoration program is the same system that would be utilized for the City of Diamondhead.

The Covington Team is comprised of experts in the fields of professional engineering, environmental consulting, science, financial management, and program management. Covington has directly managed or worked with the following funding sources: Tidelands, CIAP, MDOT, MDEQ, DMR, MDA, MEMA, FEMA, HUD CDBG, USACE, EPA, NOAA, USDA, RESTORE Council, Dept. of Treasury and multiple cities and counties across South MS including the City of Diamondhead and Harrison County.

In addition to experience related to oil spill restoration, the Covington Team is also experienced in managing projects funded by the HUD CDBG program. Team members Felicity Edwards and Shane Monroe have comprehensive knowledge implementing and managing CDBG-funded projects in Hancock County, Mississippi, and Galveston County, Texas respectively.

SECTION IV - Capability to Provide Professional Services and Firm History:

Covington Civil and Environmental is currently serving the City of Diamondhead through our General Engineering Contract and Debris Monitoring Contract. Covington is familiar with the roadway network, stormwater challenges and potential environmental hurdles through our current and previous work in the City. This familiarity reduces the learning curve associated with working in a new community and allows our team of professionals to hit the ground running on project planning and implementation. Covington's professional staff is located in Gulfport, MS which allows us to complete environmental and planning inspections, attend meetings and perform construction oversight very quickly and efficiently. Tice Engineering is located in Wiggins, MS and is currently working on multiple projects in coastal Mississippi.

The Covington Team is fully committed to providing the experienced and qualified staff identified in this proposal to manage and perform all project activities. The staff identified in this proposal is currently available and will remain available if selected to complete the project. Furthermore, if the need arises or if requested by the City of Diamondhead, Covington Civil & Environmental will augment the project team to meet the needs of the project.

SECTION V - Past Performance in Terms of Cost Control, Quality of Work and Compliance:

Covington has proven processes and procedures for risk assessments, financial monitoring, and compliance standards which support prudent and effective stewardship project funds. The Covington Team has provided oversight and monitoring of multiple state and federally funded projects, including compliance with the MDOT LPA program and regulations such as 2 C.F.R. § 200 and 31 C.F.R. § 34. Covington continues to support MDEQ working closely with the U.S. Department of the Treasury, RESTORE Council, NRDA TIG Representatives, and NFWF GEBF staff in developing project monitoring procedures and have a

Project documentation, record keeping, and schedule controls are paramount from the start of a project through completion. Every agreement, commitment, decision, communication, document, issue or action made on projects is recorded, filed and readily available.

proven record of performance supporting state implementation with project oversight and monitoring. This monitoring program includes processes to assess project and financial risk, including a comprehensive risk assessment procedure in conformance with 2 C.F.R. § 200.

Project documentation and record keeping are paramount from the start of a project through completion. Every agreement, commitment, decision, communication, document, issue or action made on projects is recorded, filed and readily available.

The Covington Team exceeds their client's financial expectations by monitoring and communication with their clients. **While the below project examples are not new roadway construction projects, they highlight Covington's proven ability to provide project oversight to include cost control, quality control and funding compliance. Utilizing these tools, we helped our clients reduce overall project expenses while leveraging multiple partners and funding source.**

Hattiesburg Public Safety Complex Administration and Construction Management

Covington and SMPDD are serving as construction manager and project administrator for the construction of the Hattiesburg Public Safety Complex, including the renovation of temporary quarters for the police department and municipal court, permanent quarters for the Police Department, Municipal Court, Fire Department Administration Building and Parks and Recreation Administration Building. The total project is estimated to be \$25 - \$30 million and is being financed through Southern Mississippi Investment Company, Inc.

Utilization of Dredge Material for Marsh Restoration in Coastal Mississippi – Round Island

In 2014, MDEQ, with the support of the Covington Team, proposed and secured the Utilization of Dredge Material for Marsh Restoration project designed to restore and create marsh in coastal Mississippi. This is the largest NFWF GEBF project awarded to date.

The first location for marsh creation identified under this project is Round Island. The Round Island project leverages over \$10 million of USACE funds to build 220 acres of marsh as part of restoration to the island.

Covington was tasked with designing a sustainable project that maximizes available storage volume, meets the existing permit requirements, and creates immediate marsh habitat. The Round Island project will exceed the marsh creation goals of the entire NFWF GEBF project while expending less than half of the requested budget.

Hancock County Marsh Living Shoreline, Hancock County, MS

The Hancock County Marsh Living Shoreline is the largest DWH NRDA project in Mississippi. The Covington Team assisted the state of Mississippi in project development with NOAA and corresponding offset negotiations with BP. In addition, we provided extensive environmental permitting support to obtain the respective NEPA, Historic Preservation Act Section 106 and Clean Water Act Section 404 permits from MDMR and USACE and clearance from the State Historical Preservation Office, and most recently we assisted in the procurement for the early phases of construction, which came in well under budget.

SECTION VI – General Response:

The Covington Team provides the City of Diamondhead with a superior team to perform pre-project planning, environmental services, financial and grant oversight, transportation services and construction management. In addition to the detailed resumes, project experience and qualifications listed in the above sections, below is a general overview of the Covington Team.

Covington Team is proud to serve the communities we call home and we look forward to working with the City of Diamondhead.



Covington Civil and Environmental, LLC (Covington) is a multidisciplinary civil engineering and environmental consulting firm with a long history of serving the Mississippi Gulf Coast with excellence and professionalism. Based on our professional knowledge and local experience, Covington provides the City of Diamondhead with a superior team to perform pre-project planning, environmental studies and support, new roadway construction, financial and grant management, and construction oversight. The Covington Team's highly trained and technically competent personnel have continuously provided the highest level of service to municipalities along the Mississippi Gulf Coast, delivering cost effective, timely, and satisfactory service to meet client needs.

Founded in Pass Christian in 1992 and currently located in downtown Gulfport, Covington offers civil engineering and environmental consulting services for municipalities along the Mississippi Gulf Coast. Our goal is to afford the highest level of care and service to the City of Diamondhead, while providing the required expertise to meet all project goals.



Tice Engineering, Inc. is a multi-disciplined Engineering and Surveying Firm that provides professional, quality services to both private and public entities in virtually every industry and/or governmental system. We are licensed as a company in Alabama, Florida, Louisiana, and Mississippi, and as individual professionals in Alabama, Arkansas, Florida, Louisiana, Mississippi, and Texas. Our team of 17 professionals and supporting staff continues to grow and broaden our capabilities, skills, and capacity. All projects are managed and coordinated by our professional team members, which include the following: professional civil engineers, engineer interns, professional surveyors, fully equipped survey crews, a highly skilled drafting & design team, a professional administrative staff, and an innovative marketing team.

As professional surveyors, we have over 50 combined years of experience in all aspects of surveying. We have the expertise and use of cutting-edge technology to tackle the most demanding projects, ranging from individual parcel plats to hydrographic surveys. The combination of our engineering and surveying departments under one roof gives us an advantage. Our surveyors have experience understanding what the engineer wants and needs. It also allows us to manage projects from start to finish.

As professional engineers, we have over 60 years of experience within the civil engineering discipline. We utilize the latest versions of computer automated drafting software design, (CADD) to produce engineering plans and specifications for our clients. One aspect that we feel sets us apart from other firms, is our ability to "Listen" to what our clients' needs are. Communication is the key to any successful project. Our project managers also incorporate reporting procedures into every project so that the client is always informed.



COVINGTON CIVIL AND ENVIRONMENTAL
2510 14TH STREET, SUITE 1010
GULFPORT, MS 39501

EXHIBIT "B"

SCOPE OF SERVICES

Background:

Covington Civil and Environmental, LLC has been selected by the Diamondhead City Council to provide engineering services for the Commercial District Transformation Project. The Commercial District Transformation Project is a multi-phased project which includes building a commercial corridor that will accommodate multiple modes of travel and provide for residential and commercial development. The Transformation Project will connect two distinct parts of the city and provide access to a new town center, enhance internal traffic flows, reduce regional vehicle miles traveled (VMT), and spur commercial development. The project is funded through the Gulf Coast Restoration Fund (GCRF) 2020 and 2021 allocations as well as the City of Diamondhead local match. The total anticipated funding is \$4,200,000.00.

Scope of Work:

Using a complete street approach, Diamondhead envisions a boulevard style roadway that will accommodate multiple modes of travel including bicycles, pedestrians, and golf carts to support mixed-use commercial and residential development. Diamondhead has amended its zoning ordinance to establish a "TC – Diamondhead Town Center District". The amended ordinance included six (6) street types, which will be used as the baseline for the design of this project. Diamondhead has requested the street types be modified as required to construct the project within the existing right-of-way wherever possible. This is a long term, multi-phase project. Phase I of the project will complete surveying, environmental permitting, land acquisition and conceptual design and roadway alignment plans (Tasks 1-4 below) for approximately 4,975 linear feet of roadway shown in Attachment A. In addition, Phase I will complete geotechnical investigations, roadway design plans and specifications, bidding and construction oversight (Tasks 5-8) of approximately 3,400 linear feet of roadway shown in Attachment A.

Tasks:

Task 1 – Topographic and Boundary Surveying: Perform boundary survey of roadway corridor and establish the existing Right of Way. This includes deed research, easements, and all necessary field work of the existing parcels. Perform a topographic survey of the proposed roadway corridor for use in the development of roadway design plans (Tasks 2 and 6). The survey will include cross-sections at least every 50' and include any existing features within the corridor, including existing roadways, buildings, utilities, sidewalks, fencing, and drainage structures.

Task 2 – Preliminary Design and Conceptual Roadway Alignment Plan: Prepare alternatives for the City of Diamondhead to consider and stake said alignments in the field for a preliminary alignment review. (Limited to 3 Alignments). Based on preliminary discussions with the City of Diamondhead, the intent is to design the roadway corridor within the existing right of ways of Park Ten Drive, Leisure Time Drive and Alapai Drive. Covington will coordinate with the Orion Planning Group on the street type section and roadway alignment. Additionally, Covington will coordinate with utility providers (power, water, and sewer) to identify any potential utility conflicts prior to the City of Diamondhead selecting a roadway alignment.

Task 3 – Permitting: Based on the approved alignment identified in task 2 above, Covington will prepare a Nationwide Permit 14 (Linear Transportation Crossings) Pre-Construction Notification/Application and request authorization of filling of up to ½ acre of jurisdictional wetlands. Services included:

- Preparation of a Joint Application & Notification form (Joint Application) to the Mississippi Department of Marine Resources (MDMR). MDMR will review the Joint Application and Notification and forward to the U.S. Army Corps of Engineers (USACE).
- Supporting documentation for the Joint Application and Notification including:
 - A descriptive narrative of the Diamondhead Commercial District Transformation Phase I project, including maps and conceptual engineering drawings;
 - An impact assessment;
 - A Coastal Zone Management Act consistency determination (CZCD);
 - If applicable, a Mitigation Plan, Wetland Rapid Assessment Procedure Evaluation;
 - Engineering drawings including a plan view depicting wetland boundaries, and a typical cross section of fill in the wetland;
 - The Preliminary Jurisdictional Waters Determination will be appended to the Joint Application.
- Completing a field visit to flag the jurisdictional wetlands and to prepare a Jurisdictional Waters Determination Memo;
- A Traditional Navigable Waters review for areas that meet wetland criteria (hydric soils, hydrophytic vegetation, wetland hydrology) to determine if they are connected to a Traditional Navigable Water or currently regulated tributaries.
- A meeting with the MDMR/USACE to provide an overview of the project and the application.

Task 4 – Land Acquisition Support Documents: Based on the approved alignment identified in Task 2 above, Covington will prepare appraisals, land acquisition and/or easement documents for the proposed roadway corridor. Based on discussions with the City of Diamondhead it is anticipated land acquisition support documents will be required on twelve (12) parcels. We will prepare each land document and stake the proposed corners in the field (1 time) for the City and landowner to review. If no changes are made to the document, we will pin the corners and prepare a final survey to be recorded in the courthouse.

Task 5 – Geotechnical Investigations: For the proposed alignment identified in Task 2 above, the Covington team will drill seven soil borings to depths of 10 feet. In addition, up to seven Dynamic Cone Penetration Tests (DCPTs) will be performed to a depth of 4 feet. The borings will be performed with a Geoprobe® rig with a Macro-Core® (MC5) sampler or by SPT sampling. All samples will be preserved in moisture proof containers prior to laboratory testing. The borings will be backfilled and/or grouted upon completion of drilling operations in accordance with the laws of the state of Mississippi. Each DCPT will be advanced with handheld equipment to 4-ft depths. The DCPTs will be performed in accordance with ASTM D6951. Samples obtained from the borings will be subjected to soil mechanics laboratory tests.

Task 6 – Roadway Design Plans and Specifications: Based on the approved alignment identified in Task 2 above, Covington will prepare roadway design and utility plans and specifications for approximately 3,400 linear feet of commercial roadway identified in blue in attachment A. Plans will include quantities, plan/profile sheets, typical sections, cross sections, parking, landscape, sidewalks, lighting plan, utility plan and any standard details necessary for approval by the City of Diamondhead.

The proposed plans will be based on the approved alignment in Task 2 and approved roadway sections through coordination with the City of Diamondhead and Orion Planning. After 30% plans are complete a field review will take place and we will stake the proposed alignment and proposed right of way prior to moving into final design.

Task 7 – Bidding: After the permits have been granted and the bid documents finalized, Covington will assist the City in issuing the bid documents for bidding. Covington will hold a pre-bid conference for potential contractors, will address questions raised by contractors, will prepare any necessary addendums, and will open submitted bids on bid date. Covington will then tabulate the bids, review contractor qualifications, and assist the city with contractor selection. Covington will assist the City in entering into a contract with the selected contractor and issuing a Notice to Proceed.

Task 8 – Construction Engineering and Inspection: During construction, Covington will provide construction engineering services to include site visits, monthly project progress meetings, reviewing progress schedules, reviewing shop drawings and construction submittals, reviewing contractor pay requests, and recommending payment to owner, reviewing and addressing contractor requests for information and issuing any necessary changes through work directives and/or change orders. Additionally, Covington will furnish an on-site project inspector to inspect performance of the work of the contractor in compliance with the approved plans and specifications. Through more extensive on-site inspections of the Contractor’s work in progress and field checks of materials and equipment by the resident project inspector, Covington shall endeavor to provide further protection for the City against defects and deficiencies in the Work; but the furnishing of such services will not make Covington responsible for or guarantee the Contractor’s performance. Covington or its representatives shall not undertake any of the responsibilities of the Contractor, subcontractors or the Contractor’s superintendent.

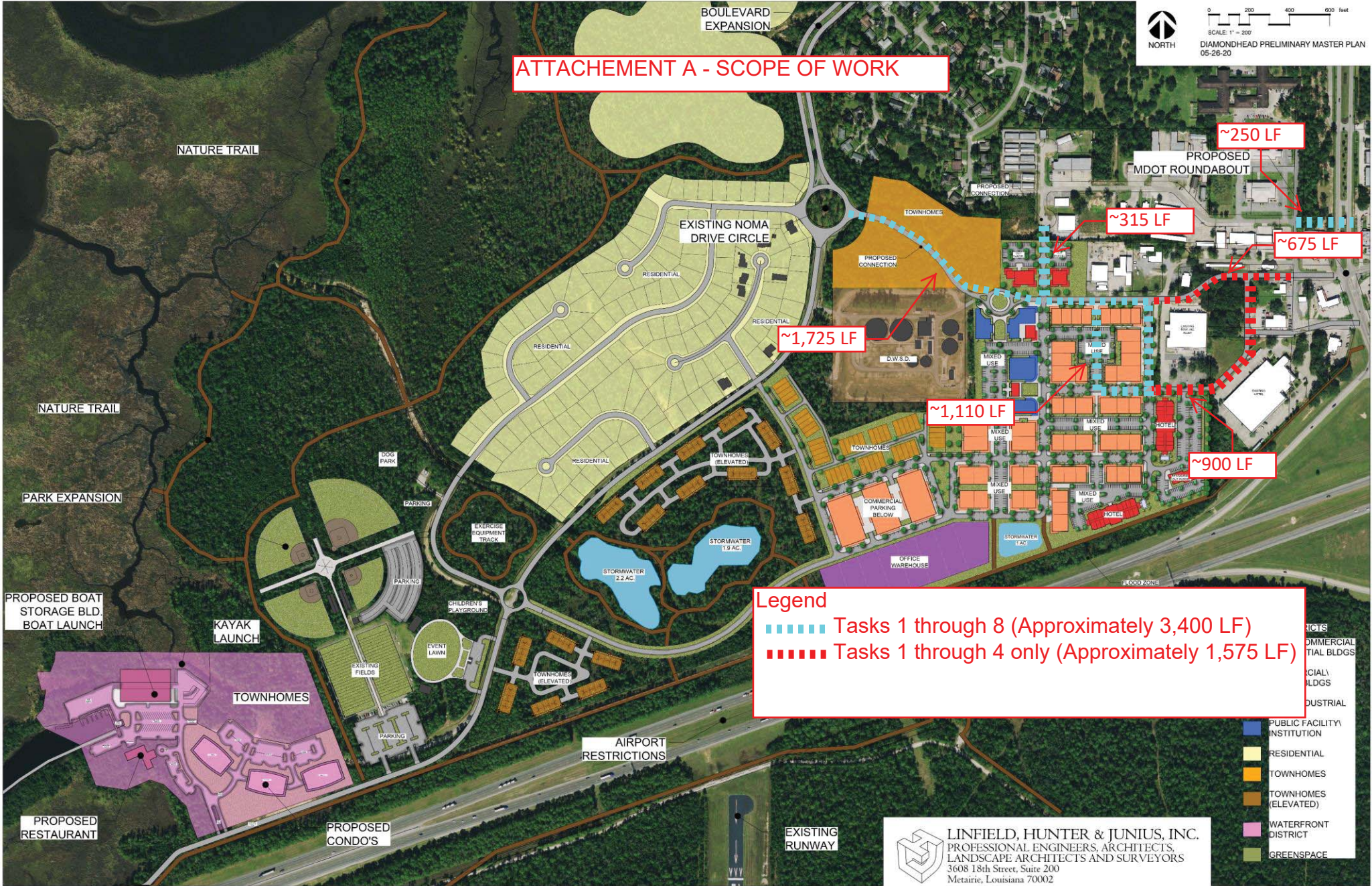
Covington shall provide these professional services outlined in Tasks 1-8 above for a fee of \$620,000.00 as shown in the fee schedule below.

| FEE SCHEDULE | |
|--|----------------------|
| Task 1 - Topographic and Boundary Surveying | \$ 63,000.00 |
| Task 2 – Preliminary Design and Conceptual Roadway Alignment Plan | \$ 34,500.00 |
| Task 3 – Permitting | \$ 15,500.00 |
| Task 4 - Land Acquisition Support Documents | \$ 60,000.00 |
| Task 5 - Geotechnical Investigations | \$ 10,500.00 |
| Task 6 - Roadway Design Plans | \$ 182,000.00 |
| Task 7 - Bidding | \$ 9,500.00 |
| Task 8 - Construction Engineering and Inspection* | \$ 245,000.00 |
| Total = | \$ 620,000.00 |

*Task 8 is based on a 12-month construction schedule.

- Tasks 1, 2, 3 5, 6 and 7 shall be billed as a fixed fee lump sum cost based on percentage complete.
- Tasks 4 and 8 shall be billed per the attached rate schedule

ATTACHEMENT A - SCOPE OF WORK



Legend

- Tasks 1 through 8 (Approximately 3,400 LF)
- Tasks 1 through 4 only (Approximately 1,575 LF)

~250 LF

~315 LF

~675 LF

~1,725 LF

~1,110 LF

~900 LF

NATURE TRAIL

NATURE TRAIL

PARK EXPANSION

PROPOSED BOAT STORAGE BLD.
BOAT LAUNCH

KAYAK LAUNCH

TOWNHOMES

PROPOSED RESTAURANT

PROPOSED CONDO'S

AIRPORT RESTRICTIONS

EXISTING RUNWAY

LINFIELD, HUNTER & JUNIUS, INC.

 PROFESSIONAL ENGINEERS, ARCHITECTS,

 LANDSCAPE ARCHITECTS AND SURVEYORS

 3608 18th Street, Suite 200

 Metairie, Louisiana 70002

- PUBLIC FACILITY/ INSTITUTION
- RESIDENTIAL
- TOWNHOMES
- TOWNHOMES (ELEVATED)
- WATERFRONT DISTRICT
- GREENSPACE

EXHIBIT "C"
PROGRESS REPORT

| MONTHLY PROJECT STATUS REPORT |
|----------------------------------|
| Reporting Period: _____ |
| City Representative: _____ |
| Consultant: _____ |
| Project No.: _____ |
| Project Description: _____ |
| Work Completed: _____ |
| Work Planned: _____ |
| Issues to be Addressed; _____ |

Report Submitted by _____

Date: _____

EXHIBIT "D"

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE AMERICANS WITH DISABILITIES ACT, COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, DISADVANTAGED BUSINESS ENTERPRISES ACT, WORKER VISIBILITY

During the performance of this Agreement, the Engineer, for itself, its assignees and successor-in-interest (hereinafter referred to as the "Engineer") agrees as follows:

1. Compliance with Regulations: The Engineer will comply with the Regulations of the City, relative to nondiscrimination in Federally assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of sub-consultants including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this Agreement covers a program set forth in Appendix B of the Regulations. In addition, the Engineer will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurement of materials or equipment, each potential sub-consultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All agreements and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each consultant/contractor or sub-consultant/sub-contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Engineer shall report all suspected or reported violations to the City.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.

327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section I03 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163).

9. Disadvantaged Business Enterprises (DBE): It is the policy of the City to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory marketplace. To meet that objective in any United States Department of Transportation assisted contracts, the City and the Engineer shall comply with the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the Engineer, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin, or sex in the performance of this Agreement. The Engineer shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the Engineer to carry out those requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedies as the City deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel-personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear"- for compliance with 23 CFR, Part 634.

EXHIBIT "E"

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS- Certification in accordance with Section 29.510 Appendix A, C.F.R. Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this Agreement.

- (2) The Engineer further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted,

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this Agreement. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000.00. The Engineer shall include the language of the certification in all subcontracts exceeding \$25,000.00 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the Engineer for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Engineer) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above Engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, or any other applicable Federal or State Agency in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20 .

Covington Civil and Environmental

ATTEST

My Commission Expires:

Notary

EXHIBIT "F"

**PRIME CONSULTANT / CONTRACTOR
EEV CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the CITY has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this Agreement, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the City, if requested, for the benefit of the City or this Contract.

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____ 20_____

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

CITY OF
DIAMONDHEAD

STANDARD RATE
SCHEDULE

| Position | Unit | Unit Rate |
|--|-------------|------------------|
| Principal Engineer | Hour | \$190.00 |
| Engineer IV | Hour | \$165.00 |
| Engineer III | Hour | \$145.00 |
| Engineer II | Hour | \$135.00 |
| Engineer I | Hour | \$115.00 |
| Senior Scientist | Hour | \$165.00 |
| Ecologist | Hour | \$145.00 |
| Senior Geologist | Hour | \$155.00 |
| Senior CAD Designer | Hour | \$90.00 |
| CAD Designer | Hour | \$70.00 |
| Senior Construction Manager | Hour | \$165.00 |
| Construction Manager | Hour | \$125.00 |
| Resident Project Representative | Hour | \$85.00 |
| Clerical | Hour | \$45.00 |
| Senior Professional Surveyor | Hour | \$135.00 |
| Professional Surveyor | Hour | \$112.00 |
| 2 Man Conventional Survey Crew | Hour | \$146.00 |
| 2 Man Robotic Survey Crew | Hour | \$168.00 |
| 2 Man RTK GPS Survey Crew | Hour | \$190.00 |
| Additional Survey Crew Member | Hour | \$45.00 |
| Aerial Drone Crew (LIDAR or Photogrammetry) | Day | \$4,500.00 |
| Aerial Drone Photography | Day | \$2,250.00 |
| Property Appraisals | EACH | \$2,200.00 |
| Review Property Appraisals | EACH | \$1,200.00 |
| Land Acquisition Documents | EACH | \$1,150.00 |
| Land Acquisition Document Modification | EACH | \$1,150.00 |
| Mileage | EACH | Current IRS Rate |